

**SUBJECT: APPROVAL OF CONTRACT WITH KELLY PC FOR CITY
ATTORNEY SERVICES FOR 2026-2027**

DATE: DECEMBER 2, 2025

PREPARED BY: DIANA LANGLEY, CITY MANAGER

PRESENTED BY: DIANA LANGLEY, CITY MANAGER

SUMMARY:

The City has received City Attorney services from the same firm since 1990, originally Griffiths & Tanoue and now operating as Kelly PC. The City currently contracts with Kelly PC on a two-year cycle, and the proposed contract would extend services through 2027, beginning January 1, 2026.

BACKGROUND / PRIOR DISCUSSIONS:

The City Attorney serves as the chief legal advisor for the city, advises the city council and staff, and prepares ordinances, resolutions, contracts, and other instruments as requested by council and staff.

The law firm of Griffiths & Tanoue was appointed City Attorney in 1990, and services have continued since that time, though now under the firm name of Kelly PC.

ANALYSIS:

The proposed contract with Kelly PC will extend legal services through December 31, 2027. Proposed changes as compared to the current contract include the following:

- Performance Review – A section has been added for the City Council to review the performance of the City Attorney, using a third-party professional selected by the City Council and City Attorney.
- Billing Rate – The billing rate has been simplified to a single rate of \$280/hr, which is an approximate 5% increase for the services of a partner.
- Expenses – Expenses have been simplified to cover travel time only, excluding any travel time to and from Louisville.

2025 COUNCIL WORK PLAN:

City Attorney services are a core service and are necessary to operate the city.

FISCAL IMPACT:

Budgeted?: **Yes**

SUBJECT: CONTRACT EXTENSION – CITY ATTORNEY SERVICES

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ALTERNATIVE(S):

Modify the term of the contract.

RECOMMENDATION:

Approve a two-year contract extension with Kelly PC for City Attorney services.

ATTACHMENT(S):

1. Proposed contract with Kelly PC – red-lined version
2. Proposed contract with Kelly PC – clean version

CONTRACT FOR CITY ATTORNEY

This Contract between the CITY OF LOUISVILLE, COLORADO ("City") and the law firm of KELLY PC ("Attorney") is as follows:

WITNESSETH:

WHEREAS, the City is in need of a City Attorney; and

WHEREAS, Kathleen M. Kelly and the other attorneys at Kelly PC are duly licensed attorneys in the State of Colorado, and Kelly PC is willing and able to serve as City Attorney.

THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Appointment. The City hereby appoints the Attorney as City Attorney for Louisville and Attorney hereby accepts the position of City Attorney. It is understood that the work of the City Attorney will be performed by Ms. Kelly or others in the firm designated by her, but that Ms. Kelly shall be principally responsible to the City Council for that work.

2. Term. The services to be performed by the Attorney shall begin upon appointment to the position of City Attorney and shall terminate on the Attorney's removal or resignation.

3. Removal or Resignation. Attorney shall serve at the pleasure of the City Council and may be removed from the position of City Attorney at any time by affirmative vote of four members of the City Council, the removal to take effect upon written notice to the Attorney. Attorney expressly waives any rights to a charge in writing or an opportunity for a hearing prior to removal. Attorney shall be automatically removed from the position upon the appointment by City Council of a different City Attorney.

Attorney may voluntarily resign as City Attorney by providing at least sixty (60) days' advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council.

4. Services. The Attorney shall perform all duties of the City Attorney for Louisville required by Constitution, home rule charter, statute, or ordinance, and shall perform other legal services as requested by the City Council or by such City officers or employees as designated by the City Council. Municipal court prosecution services are not included in the services to be performed by the City Attorney.

5. Compensation. The City agrees to pay the Attorney for all services under this Contract at the rates set forth in the "Appendix A – Fee Schedule," attached hereto and incorporated herein by this reference.

The Attorney agrees to bill the City monthly, indicating the services performed, the time expended thereon, and the dates of service. Attorney's expenses for travel to and from Louisville shall not be billed separately to the City.

6. Outside Legal Counsel. The City may employ, at the City's expense, outside the terms of this Contract, other legal counsel determined to be necessary by the City Council.

7. Performance Review. The City Council may review the performance of the City Attorney as it deems appropriate during the course of this Contract, which review shall be facilitated by a third-party professional selected by the City Council and City Attorney. This review may occur concurrent with, and may utilize the same professional as, the City Manager's annual review at the discretion of the City Council. Feedback from the performance review shall be presented to the City Attorney by a minimum of two members of the City Council and the professional who facilitated the review.

8. Amendment. Any amendment to this Contract shall be in writing and agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown.

KELLY PC

CITY OF LOUISVILLE, COLORADO

By: _____
Kathleen M. Kelly, President

By: _____
Christopher M. Leh, Mayor

Date: _____

Date: _____

ATTEST

Clerk

By: _____
Genny Kline~~Meredyth Muth~~, City

APPENDIX A – FEE SCHEDULE (EFFECTIVE JANUARY 1, 202~~65~~)

General Legal Services:

Attorney time _____ \$280.00 per hour
 — Partners _____ \$267.00 per hour
~~— Senior Associates _____ \$252.00 per hour~~
~~— Associates _____ \$236.00 per hour~~

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Developer-Reimbursed Legal Services:

Attorney time _____
 — Partners _____ \$324.00 per hour
 — Senior Associates _____ \$298.00 per hour
 — Associates _____ \$282.00 per hour

Beginning January 1, 202~~75~~, the above rates may be adjusted to reflect 202~~64~~ inflation as determined by the Consumer Price Index, All Items (CPI-U) for Denver-Aurora-Lakewood, September 202~~64~~ Forecast, published by the State of Colorado Legislative Council Staff. Attorney shall notify the City Council in writing of 202~~75~~ rates by no later than November 30, 202~~64~~.

Expenses:

(1) — Copying: _____ \$.15 per page

(2) — Travel: No mileage or attorney time charge
 for travel to and from Louisville

For other travel, travel time will be billed
one-way and current IRS per mile

(3) — Long-distance
 telephone calls: _____ at cost

(4) — Delivery: _____ at cost

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IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown.

KELLY PC

CITY OF LOUISVILLE, COLORADO

By: _____
Kathleen M. Kelly, President

By: _____
Christopher M. Leh, Mayor

Date: _____

Date: _____

ATTEST

By: _____
Genny Kline, City Clerk

APPENDIX A – FEE SCHEDULE (EFFECTIVE JANUARY 1, 2026)

General Legal Services:

Attorney time \$280.00 per hour

Beginning January 1, 2027, the above rates may be adjusted to reflect 2026 inflation as determined by the Consumer Price Index, All Items (CPI-U) for Denver-Aurora-Lakewood, September 2026 Forecast, published by the State of Colorado Legislative Council Staff. Attorney shall notify the City Council in writing of 2027 rates by no later than November 30, 2026.

Expenses:

Travel: No mileage or attorney time charge for travel to and from Louisville

 For other travel, travel time will be billed one-way and current IRS per mile