

**TOWN ATTORNEY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered this 26th day of June, 2018, by and between the TOWN OF ERIE, a Colorado municipal corporation, hereinafter referred to as the "Town" and the law firm of Hoffmann, Parker, Wilson & Carberry, P.C., hereinafter referred to as "Town Attorney."

WITNESSETH:

WHEREAS, the Town requires professional legal services, as more fully set forth below; and

WHEREAS, the Town Attorney represents that the firm and its members are fully qualified, through experience and education, and where required by state or local law, are duly licensed to perform such legal services, and is ready, willing and able to help the Town in carrying out such services personally as set forth herein; and

WHEREAS, the Town has reviewed and evaluated the Town Attorney's qualifications and deems that the Town Attorney is qualified to perform the services set forth herein; and

WHEREAS, the Town desires to enter into this Agreement with the Town Attorney for the performance of legal services as provided for herein, below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

AGREEMENT

1. Contractor. The Town hereby agrees to engage and compensate the Town Attorney, and the Town Attorney agrees to personally and professionally perform the services hereinafter described subject to the conditions hereinafter set forth.

2. Scope of Services. The Town Attorney agrees to perform and carry out satisfactorily and in a proper manner, those duties and work toward the specific needs of the Town as agreed upon by the Town Attorney and the Town. The Town Attorney agrees to devote its best efforts in the performance of legal services provided hereunder.

a. The Town Attorney shall act as legal advisor to, and be attorney and counsel for, the Town and shall be responsible solely to the Town, the Town Board of Trustees and the Town Administrator. The Town Attorney shall advise the Town Board of Trustees, the Town Administrator and officers and employees of the Town in matters relating to official duties when so requested and shall file with the Clerk a copy of all written opinions given by the Town Attorney.

b. The Town Attorney shall prepare and/or review ordinances, contracts, bonds and other written instruments which are submitted to the town Attorney by the Town or Town staff and shall promptly give an opinion as to the legal consequences thereof when so requested.

c. The Town Attorney shall call to the attention of the Town Board of Trustees, Town Administrator and Town staff all matters of law, and changes or developments therein, affecting the Town.

d. The Town Attorney shall perform such other duties as may be prescribed by the Town Board of Trustees or the Town Administrator.

3. Term. The term of this Agreement is indefinite. The Town Board of Trustees may terminate this Agreement immediately upon notice. The Town Attorney may terminate this Agreement upon thirty (30) days written notice to the Town. Such termination shall in no way prejudice the payment due the Town Attorney for services rendered to date of termination, nor prejudice the Town's right to services to the date of termination. The Town Attorney hereby waives those rights that may be afforded him by State statute and Town Code with regard to the termination of this Agreement by the Town.

4. Compensation.

a. **Hourly Fee.** The hourly fee to be paid to the Town Attorney for the services herein shall be \$195.00 per hour for attorney hours and \$95.00 per hour for paralegal hours, payable within thirty (30) days of receipt of billing. Such fee may be changed upon agreement of both parties.

b. **Additional Fees.** Costs incurred by the Town Attorney relating to Town business may be reimbursed, at the discretion of the Town Administrator. Travel time and mileage to and from Erie shall not be reimbursable, however required travel for required meeting outside of Erie may be reimbursed at 50% of the current federal reimbursement rate. Costs incurred such as filing fees, copies, postage and computerized legal research shall be reimbursed at the actual cost incurred.

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein, there shall be no modifications of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

**TOWN OF ERIE, a Colorado
municipal corporation**

By: _____
Jennifer Carrol, Mayor

**TOWN ATTORNEY
Law Firm**

By: Kendra L. Carberry
Kendra L. Carberry, Director

ATTEST:

By: _____
Jessica Koenig, Deputy Town Clerk