

TOWN OF STRATTON

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF STRATTON, COLORADO, APPOINTING A TOWN ATTORNEY AND APPROVING A CONTRACT FOR LEGAL SERVICES

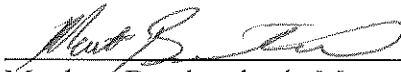
WHEREAS, pursuant to C.R.S. § 31-4-304, the Board of Trustees desires to appoint a new Town Attorney and approve the contract for legal services attached hereto as **Exhibit A**.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF STRATTON, COLORADO, as follows:

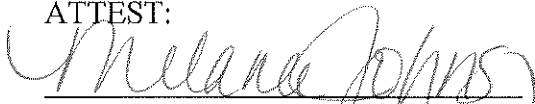
Section 1. The law firm of Hoffmann, Parker, Wilson & Carberry, P.C., is hereby appointed to serve as the Town Attorney for the Town of Stratton, Colorado and the contract for legal services attached hereto as **Exhibit A** is hereby approved.



ADOPTED this 14TH day of March 2024.


Matthew Brachtenbach, Mayor

ATTEST:


Melanee Johnson, Town Clerk

CONTRACT FOR LEGAL SERVICES

THIS CONTRACT FOR LEGAL SERVICES (the "Contract") is made effective as of the 8th day of February 2024, by and between Hoffmann, Parker, Wilson & Carberry, P.C., Attorneys at Law (hereinafter called "Attorney"), and the Town of Stratton, Colorado (hereinafter called the "Town").

RECITALS:

Whereas, the Town desires to contract with Attorney for legal services involving advising the Town on general legal matters in the role of town attorney for the Town (the "Legal Services"); and

Whereas, Hoffmann, Parker, Wilson & Carberry, P.C., are attorneys authorized to practice law in the State of Colorado and are willing to offer the Legal Services.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Attorney shall serve as town attorney for the Town and shall furnish all legal services requested by the Town within Attorney's area of expertise, except for water law and public finance law related work.

2. Attorney will supply secretarial and other support staff services necessary to render the services the Town requires by this Contract.

3. Attorney will supply office furniture, law books, fixtures, and telephone service necessary to render the services to the Town required by this Contract.

4. Attorney shall maintain professional liability insurance in an amount no less than two million dollars (\$2,000,000.00).

5. Attorney is acting as an independent contractor; therefore, the Town will not be responsible for F.I.C.A. taxes, health or life insurance, or vacation or sick time.

6. The Town shall pay for the services provided by payment at a rate of two hundred fifty dollars (\$250.00) per hour for legal fees, payable monthly following submission of itemized statements to the Town, subject to the following:

a. Billing figures shall be subject to review by the parties as necessary to address the legal services provided to the Town.

b. Paralegal rates will be one hundred thirty-five dollars (\$135.00) per hour.

c. The Town will pay, in addition to payment of legal fees, all filing fees, reproduction costs, and computer research costs incurred by Attorney on behalf of the Town in performing the Legal Services.


d. Bills provided to the Town will detail the date upon which the work was completed, the name of the specific individual performing the work, a description of the work, the time (in tenths of an hour) spent on the work, and the total amount due for the particular work completed. Travel time shall be billed at the Attorney's regular rate.

7. This Contract may be terminated by either party upon notice to the other and the Town shall pay Attorney for all work performed up to the date and time of termination.

8. This Contract shall become effective upon execution.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

TOWN OF STRATTON, COLORADO

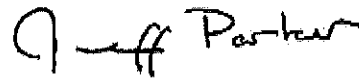
By: 
Matthew Brachtenbach, Mayor

ATTEST:


Melanee Johnson, Town Clerk



**HOFFMANN, PARKER, WILSON &
CARBERRY, P.C.**


Jeff Parker