

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 72, SERIES 2015**

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH MARCH, OLIVE
& PHARRIS, LLC FOR MUNICIPAL JUDGE SERVICES**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the engagement letter between March, Olive & Pharris, LLC and the Town (the “Agreement”); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval

The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

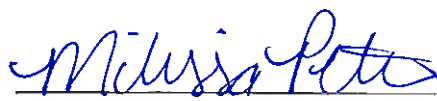
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON OCTOBER 13, 2015.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, CMC
Town Clerk



EXHIBIT A
AGREEMENT

J. BRADFORD MARCH
STEWART W. OLIVE
JOHN W. PHARRIS

MARCH, OLIVE & PHARRIS, LLC
ATTORNEYS AND COUNSELORS AT LAW
110 E. OAK STREET, SUITE 200
FORT COLLINS, CO 80524-2880
(970) 482-4322
FAX (970) 482-5719
www.marcholivepharrislaw.com

ARTHUR E. MARCH
1908-1981
ARTHUR E. MARCH, JR.
1933-2005

October 2, 2015

Town of Timnath
Attn: Milissa Peters, CMC
Town Clerk/Court Clerk
4800 Goodman Street
Timnath, CO 80547

Re: Scope of Representation and Fees

Dear Ms. Peters:

The purpose of this letter is to set forth our mutual understanding of the nature and scope of March, Olive & Pharris, LLCs legal representation of you and the fees for such representation.

We will do our utmost to serve you effectively. Obviously, we cannot guarantee success, but we will strive to represent your interests professionally and efficiently. While certain attorneys may have primary responsibility for your case, other attorneys and office staff may be utilized both to draw on additional expertise and to provide support. It is our policy to assign and delegate responsibilities based upon the degree of expertise and experience required. For many years, our office has used paralegal support to provide more cost-efficient services. Paralegals are skilled non-lawyers who work under the direct supervision of an attorney. Our office's attorneys, paralegals and staff are bound to keep matters confidential by the code of professional conduct. Be aware that our paralegals and staff are not attorneys and will not give legal advice or operate independently of supervising attorneys.

Billings for the majority of the work which we perform are based upon the amount of time expended in conjunction with a project, multiplied by the hourly rate of the attorney or staff member providing services. Unless we have made other arrangements or are providing services on a flat-fee or contingent basis, the hourly rates for attorneys providing services are as follows:

| | |
|------------------|-----------|
| J. Brad March | \$250 |
| Stewart W. Olive | \$250/150 |
| John W. Pharris | \$250 |
| Paralegals | \$70-125 |

In the past when providing services, we have also billed for routine costs, including long distance phone calls, photocopying, postage and faxed documents. Because we believe that our hourly rates should cover these routine costs, we will not bill you for them. Extraordinary costs such as large copying projects (normally done out of the office), computerized legal research, courier or express mail services, substantial mailings (in excess of \$20.00), travel costs, deposition costs and copies, preparation costs for exhibits, advertising costs and court or other filing fees will continue to be accounted and billed for separately.

In some instances we may charge an initial retainer. Retainers are paid as an advance to ensure payment of fees and costs. If this is required, we will let you know the amount at the time you sign this engagement letter. Unless otherwise agreed, monthly bills will be paid out of the retainer and you will be responsible for replenishing the amount of the retainer upon receipt of your bill. If an extraordinary amount of work or substantial costs are expected, or you have failed to make payments in the past, it is possible that an additional retainer may be requested.

Our office provides monthly billing statements, and payment of those statements is expected within 20 days after the statement has been mailed. We reserve the right to charge interest at the rate of 18% per annum for balances not paid within 30 days of the billing date. Statements provided will attempt to detail the work performed on a daily basis. If you have any questions related to the work performed or regarding any charges, please do not hesitate to contact the attorney who performed the work.

We reserve the right to withdraw as counsel for any reason, including failure to pay monthly billing statements or reasons consistent with the Colorado Rules of Professional Responsibility applicable to all attorneys practicing law in this state. Likewise, you also have the right to terminate representation at any time and for any reason. The practices of the attorneys in our firm have always been based upon highly valued relationships with our clients. If for any reason we feel it necessary to terminate an attorney-client relationship, we would first contact you to explain the basis of our decision. Likewise, if you have any concern regarding the services which we have provided and wish to terminate the relationship, we would appreciate the opportunity to discuss your concerns. Obviously, there are some cases where an inability to represent a client is not controllable, such as instances in which conflicts of interest may arise. In the event of termination, we will immediately account to you for any amounts due and will promptly refund any retainers, and would likewise expect prompt payment for any outstanding invoices.

We hope the foregoing provisions of this engagement letter answer any questions you may have concerning the terms and conditions of our legal representation of you. If you find these terms and conditions acceptable, please sign and date this letter. If you have any questions regarding this letter or a future bill, please do not hesitate to call us.

On a personal note, I am very pleased that you have selected our firm to represent you. We look forward to serving you.

Very truly yours,

MARCH, OLIVE & PHARRIS, LLC

By:



Stewart W. Olive

c: Client File

ACKNOWLEDGMENT AND ACCEPTANCE

The undersigned has read and understands the foregoing and hereby accepts and agrees to the terms and conditions set forth herein concerning the engagement of March, Olive & Pharris, LLC, for the performance of legal services.

Town of Timnath

By:

Milissa Peters, Town Clerk