

TOWN OF TIMNATH, COLORADO

RESOLUTION NO. 86, SERIES 2011

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE TOWN OF TIMNATH AND TED SVITAVSKY AS TOWN ATTORNEY

WHEREAS, the Town of Timnath Town Council wishes to approve the First Amendment to the contract with Ted Svitavsky of Ted T. Svitavsky LLC as the Town of Timnath Town Attorney.

WHEREAS, the Attorney is a limited liability company authorized and insured to practice in the State of Colorado.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO:


**Section 1.** The Town of Timnath Town Council agrees to the first amendment of the contract with Ted Svitavsky of Ted T. Svitavsky LLC as the Town of Timnath Town Attorney.

**Section 2. Effective Date**

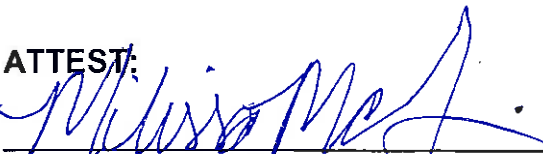
This Resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED THIS 18<sup>TH</sup> DAY OF JANUARY, 2011.

TOWN OF TIMNATH, COLORADO

  
Donna Benson, Mayor

ATTEST:

  
Milissa McGuire, Town Clerk



**AMENDMENT TO  
LEGAL SERVICES AGREEMENT**

**THIS IS AN AMENDMENT TO THE LEGAL SERVICES AGREEMENT** dated June 9, 2010 and entered into by and between Ted T. Svitavsky, L.L.C., a law firm and Colorado limited liability company, hereinafter referred to from time to time as the "Firm", acting through Ted T. Svitavsky, hereinafter referred to from time to time as "Attorney", and the Town of Timnath, a Colorado home rule municipal corporation, hereinafter referred to from time to time as the "Town".

A. The following Amendment shall be effective **January 1, 2011** and amends Paragraph 5 of the LEGAL SERVICES AGREEMENT in its entirety to read as follows:

5. Compensation and Time of Payment. The Town shall pay the Firm, and the Firm shall accept from the Town, in payment for Firm's services hereunder, compensation at the rate of **\$120,000.00** per annum, payable in twelve (12) equal amounts in the amount of **\$10,000.00** in advance on the first day of each month commencing **January 1, 2010**.

Payment of any fees, charges, costs, or expenses by the Town pursuant to this Agreement shall be made on or before the first day of the month following the mailing of a statement of any such fees, charges, costs, or expenses to the Town.

B. The following Amendment shall be effective **January 1, 2011** and amends Paragraph 10 of the LEGAL SERVICES AGREEMENT in its entirety to read as follows:

10. Term of Agreement. The term of this Agreement shall be for one (1) year commencing **January 1, 2011**, and terminating **December 31, 2011** subject, however, to prior termination as hereinafter provided in Paragraph 11 of this Agreement. At the termination date set forth above, this Agreement shall be considered renewed for regular periods of one (1) year, provided neither party submits a notice of termination pursuant to Paragraph 11 of this Agreement. Renewal shall be at the same or different rate of compensation as determined between the Town and the Firm provided, however, that if no agreement is reached concerning compensation, the compensation existing at the time of renewal will continue.

Notwithstanding anything contained herein to the contrary, and consistent with Article X, Section 20 of the Colorado Constitution, the Town's payment obligations for any renewal term do not constitute a multi-year fiscal obligation of the Town. All financial obligations of the Town under this Agreement are subject to the annual appropriation of sufficient funds for the same by the Timnath Town Council, acting in its sole and exclusive discretion. In the event of non-appropriation, this Agreement shall automatically terminate upon the first day of the fiscal year for which funds are not appropriated and neither Party shall have any continuing obligation to the other under this

Agreement except as explicitly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT TO  
LEGAL SERVICES AGREEMENT in duplicate this 18<sup>th</sup>, day of  
January 2011.

**TOWN OF TIMNATH**

By: Dana Bensen

Title: Mayer

**TED T. SVITAVSKY, L.L.C.**

By: Ted T. Svitavsky  
Ted T. Svitavsky

Title: Member

**ATTORNEY**

Ted T. Svitavsky  
Ted T. Svitavsky