

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 59, SERIES 2022**

**A RESOLUTION APPROVING THE INDEPENDENT CONTRACTOR AGREEMENT
FOR MUNICIPAL LEGAL SERVICES.**

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

WHEREAS, attached hereto as **Exhibit A** is the Updated Engagement Letter from Dietze & Davis for Municipal Legal Services between the Town and Carolyn Steffl at Dietze & Davis, dated October 31, 2022, (the “ICA”); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The ICA is hereby approved, authorized, and ratified in substantially the form attached hereto as **Exhibit A**, with such modifications and additions as the Town Manager, in consultation with legal counsel, determines to be necessary and appropriate to protect the interests of the Town or effectuate the purposes set forth herein and not otherwise inconsistent with this resolution. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON OCTOBER 25, 2022.

TOWN OF TIMNATH, COLORADO



Mark J. Soukup, Mayor

ATTEST:



Milissa Peters-Garcia, CMC

Milissa Peters-Garcia, CMC
Town Clerk



EXHIBIT A

ICA



DIETZE AND DAVIS, P.C.
ATTORNEYS AT LAW

Serving the West from Boulder since 1972

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David J. Thrower
Nicholas G. Muller

October 31, 2022

Peter C. Dietze 1934-2019
Joel C. Davis 1936-2013

**Also admitted in California*
†Also admitted in New Mexico
**Also admitted in Wyoming*

Town Council
Town of Timnath
4750 Signal Tree Dr,
Timnath, CO 80547

Re: Agreement for Legal Services

Dear Town Council:

On behalf of Dietze and Davis, P.C., I would like to thank you for choosing our Firm to provide general counsel legal services, with Carolyn Steffl to act as the Town Attorney. The purpose of this letter is to confirm the terms upon which our services will be provided.

Scope of Work

Legal services to be performed by Dietze and Davis, P.C. are: general counsel legal services on matters referred to us by the Town Council, Town Manager or other Town staff or consultants, such as ordinances, resolutions, contracts, general municipal matters and legal disputes, and including attending bi-monthly Town Council meetings and other meetings as requested.

Billing Rate

The billing rate for the responsible attorney, Carolyn Steffl, will be \$300 per hour for the remainder of 2022 and 2023. The hourly billing rate for other attorneys in the Firm range from \$200 to \$350 per hour, and paralegals range from \$115 to \$140 per hour. We will bill monthly, and you agree to pay us upon receipt of our statements.

Responsibility of the Firm/Attorney

I will have primary responsibility for your representation and will utilize other Firm lawyers and paralegals, as I believe appropriate under the circumstances. We will provide legal counsel to you

in accordance with this letter and in reliance upon information and guidance provided by you. We will keep you reasonably informed of progress and developments and respond to your inquiries.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Responsibility of the Client

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to your representation, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make yourself reasonably available to attend meetings and other proceedings. You agree to pay our statements for services and other charges as stated below. The continued acceptance of these services constitutes an agreement to pay for them.

Attorney Fees

Our fees will be based on the amount of time spent on your behalf. Each lawyer and paralegal has an hourly billing rate based generally on experience and special knowledge. My time is currently billed at the rate stated above; the hourly billing rates for other attorneys in the Firm range from \$200 to \$350 per hour. Paralegal time is billed at rates in the range of \$115 to \$140 per hour. These billing rates are adjusted periodically, generally on an annual basis. When we change rates, we will advise you in writing before undertaking any work at rates different from those listed above.

It is understood that the hourly time charges include, but are not limited to, telephone conferences, office conferences, legal research, review of file materials and documents, drafting of documents, memoranda and correspondence, electronic correspondence (email), travel time (charged at ½ the hourly rate for travel to/from regular Town Council meetings), court appearances, attendance at Town Council meetings, and preparation for each occurrence above, as appropriate.

Costs

It is further understood that actual costs, including, but not limited to long distance telephone calls, photocopies, printing, mileage, parking fees, court filing fees, recording fees, computerized legal research, postage, service of process, and transcripts will either be paid by this Firm and then billed to you, or sent to you for direct payment.

Any estimate of fees and costs that we may have discussed represents only an estimate, unless we agree in writing to a not-to-exceed amount for a specific project. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the outcome of the matter.

Statements and Payment

Bills will be submitted to you on a monthly basis. Payment may be made by cash, check, VISA, MasterCard, American Express or Discover Card. For your convenience, you may provide advanced authorization for the Firm to charge the amount billed each month directly to your credit card. In the event of failure to promptly pay any monthly statement upon its receipt, the Firm, after notice to and discussions with you, may decide to terminate legal representation. Interest may be charged at the rate of twelve percent (12%) per annum, compounded annually, on any amount more than thirty (30) days past due.

You agree to bring any disputes or questions as to fees or costs to the attention of the responsible attorney or our bookkeeper, in writing, within fifteen days of receipt of the bill. If agreement cannot be reached, and either party wishes to pursue a resolution, the matter shall be submitted to the legal fee arbitration committee of the Colorado Bar Association for a binding and judicially enforceable arbitration award. In that event, the prevailing party shall be entitled to reasonable attorneys' fees and costs so incurred.

Termination or Withdrawal

You may terminate our representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter. We may withdraw from representation if you fail to fulfill your obligations under this agreement, including your obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon reasonable notice to you.

Document Retention

Upon termination of further representation of you, any original documents or property provided by you will be returned to you promptly upon receipt of payment for outstanding fees and costs and upon your written request. The Firm will retain its own files pertaining to the matter, in electronic form, for a reasonable length of time. Requests for copies of any documents should be made promptly upon termination of representation.

Electronic Signatures

The parties agree that this agreement may be electronically signed. Electronic signatures appearing on this agreement have the same validity and enforceability as handwritten signatures.

FOLLOWED BY SIGNATURE PAGE

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Very truly yours,


DIETZE AND DAVIS, P.C.



Carolyn R. Steffl, Esq.

Agreed to this 8th day of November, 2022.

TOWN OF TIMNATH

By: Mark J. Soukup 

As: Town Mayor
