

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this 21st day of June, 2022 by and between the Board of County Commissioners of Archuleta County, State of Colorado (the “County”), and Rachel Brock, Esq. (the “Contractor”).

RECITALS

WHEREAS, the County is undertaking certain activities regarding legal services; and,

WHEREAS, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and,

WHEREAS, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. **LINE OF AUTHORITY:** Isabel Vita, Archuleta County Department of Human Services Director, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.
2. **SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.
 - a. The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation must be mutually agreed upon between the County and Contractor and shall be in writing and shall become part of this Contract upon execution.
 - b. The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.
3. **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Seventy-One Thousand Twenty-Eight Dollars (\$71,028.00) through SFY2023. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Contractor. Any potential expenditures for this Contract outside the current fiscal year, which have not yet been appropriated, are subject to future annual appropriation of funds for any such proposed expenditure.
5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:00 AM on July 1, 2022 and terminate at 11:59 PM on June 30, 2023. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.
6. **INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.
7. **CONFLICT OF INTEREST:** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.
8. **INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Contract. The Contractor is not obligated under this section 9 to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.
10. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees, of the Contractor for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**
11. **ILLEGAL ALIENS:** If Contractor has any employees or subcontractors, the Contractor shall comply with §§ 8-17.5-101, *et seq.*, C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, the Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
- a. Contractor shall not:
 - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
 - c. The Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
 - d. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
 - i. Notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding subparagraph d.i., the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.
 - f. The Contractor violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County as required by law.
 - g. The County will notify the Office of the Secretary of State if the Contractor violates this provision of this Contract and the County terminates the Contract for such breach.
12. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.
13. **ASSIGNMENT:** The Contractor covenants and agrees that, other than those subcontractors identified in the Scope of Work, Exhibit A, attached and incorporated herein, it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder
14. **COUNTY REVIEW OF RECORDS:** The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.
15. **OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines, and any other documents prepared by the Contractor in connection with this Contract, excluding attorney work-product, shall be the property of the County.

16. **ASSIGNMENT OF COPYRIGHTS:** The Contractor does not assign to the County the copyrights to all work products prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor does not waive its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

17. **TERMINATION:** If either party wishes to terminate this contract for cause or without cause, the party shall provide 60 days written notice. Such notice shall be sent to the addresses below.

Isabel Vita, MSW
 Archuleta County DHS
 P.O. Box 240
 Pagosa Springs, CO 81147

Rachel Brock, Esq.
 Durango Family Law
 1099 Main Avenue, Suite 303
 Durango, CO 81301

Parties agree that either party will still be legally obligated under this agreement to meet any obligations to the other party until the date of termination, and Attorney will nevertheless be entitled to any fees awarded for services to the date of termination and reimbursement of expenses incurred.

The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

18. **NOTICES:** Notices concerning termination of this Contract, alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

By the Contractor to County:	Isabel Vita, Director PO Box 240 Pagosa Springs, CO 81147
With a copy to:	Todd Weaver, County Attorney PO Box 1507 Pagosa Springs, CO 81147
By the County to the Contractor	Rachel Brock, Esq. Durango Family Law 1099 Main Ave., Ste. 303 Durango, CO 81301

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon

receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. **NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
20. **GOVERNING LAW; VENUE:** The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Venue for any action hereunder shall be in the District Court, County of Archuleta, State of Colorado. Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.
21. **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.
22. **SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.
23. **NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.
24. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Contract or services performed pursuant to this Contract in any Contractor's advertising or public relations materials without first obtaining the written approval of the Authorized Agent. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager and the Board of County Commissioners.
25. **PRIORITY OF PROVISIONS:** In the event any terms of this Contract or any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract
- 2nd Request for Proposal (RFP) # _____
- 3rd Exhibit C ~ Insurance Requirements
- 4th Exhibit A ~ Scope of Services
- 5th Exhibit B ~ Method of Payment
- 6th Response to Request for Proposal (RFP) # _____

26. **HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.
27. **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.
28. **INSURANCE:** Attorney shall obtain professional liability coverage for malpractice or errors or omissions committed by Attorney or Attorney’s employees or contract personnel during the term of this Agreement.
29. **COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.
30. **FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of force majeure. Any time limit shall be extended for the period of any delay resulting from any force majeure, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. Force majeure shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.
31. **SIGNATORY AUTHORITY:** Each person signing this Contract in a representative capacity expressly represents that the signatory has the subject party’s authority to so sign and that the subject party will be bound by the signatory’s execution of this Contract.

IN WITNESS WHEREOF, the County and the Contractor have executed this Contract as of the above date.

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

Date: _____

Signature of Notary Public Required:

State of _____)
) ss.
County of _____)

The foregoing was acknowledged before me this _____ day of _____, 20_____, by _____.

Notary Public: _____

My commission expires: _____

COUNTY

Attest:

BOARD OF COUNTY COMMISSIONERS
OF ARCHULETA COUNTY,
COLORADO [for contracts over \$50,000]
[Elected Official Title for contracts under \$50,000]

County Clerk

By: _____
Alvin Schaaf, BoCC Chair

(Affix County Seal)

Date: _____

Exhibit A
SCOPE OF SERVICES

Archuleta County DHS' Responsibilities, Obligations, and Expectations:

- DHS staff will provide Attorney with any and all known information necessary to determine whether a conflict of interest exists in any case. In the event of a conflict, DHS and Attorney, in consultation with the Archuleta County Attorney, may determine how best to proceed, and in the event that Attorney has a conflict in a DHS matter, DHS will be obligated in hiring another attorney for representation on a specific matter for which Attorney is unable to represent DHS.
- DHS staff will meet with Attorney or her staff as needed to consult on DHS's case needs, and to coordinate services for any individual case in or out of court.
- DHS staff will collaborate with Attorney or her staff and discuss best practices as they apply to Child Welfare, Child Support, Adult Protection, or Benefits.
- If there is any dispute with any charge on Attorney's bill, DHS agrees to dispute the same within thirty (30) days of receiving the bill; otherwise, any such dispute will be deemed waived, and the billing shall be deemed accurate, due and owing. However, this provision shall not apply if a dispute regarding fees arises from a financial audit performed by a third-party.
- DHS shall provide Attorney with a private, confidential, unshared office space for Attorney's use in representation of DHS and use in storing Attorney's DHS files and office supplies in a simple and confidential manner.
- DHS will provide Attorney with a regularly updated state computer for Attorney's sole use in representation of DHS. Attorney shall only use this computer to work on DHS cases and for no other purposes. DHS will also ensure that Attorney has continued access to county email (rachel.brock@state.co.us), Zoom Pro, Adobe Pro, TRAILS, ACES, Colorado Courts, Data Access, Colorado E-Filing, and any other software or computer system used by DHS staff as requested by Attorney as necessary for Attorney to fulfill her responsibilities, obligations and expectations under this Contract.
- DHS staff will not enter into an agreement or settlement for a case being handled by Attorney without consulting Attorney.
- DHS staff will provide releases, papers, and any other documents and information to help Attorney prepare a case.
- DHS staff will reasonably consider Attorney's advice before making any major decisions.
- DHS staff will make themselves available for any meetings, interviews, or other events that Attorney requires, including at Attorney's DHS-provided office if requested.
- DHS staff will make themselves available to provide sworn testimony, e.g., in a deposition, affidavit, trial or other proceeding, at Attorney's request.
- DHS staff will inform Attorney immediately about any new developments or information in any matter, e.g., court notices, letters from the opposing party, new factual developments, drug testing results, mental health/drug treatment

developments, evaluation results, income information, employment information, or any other similar development related to a case.

- DHS staff will cooperate to the best of their ability and be honest with Attorney. DHS understands Attorney is not responsible for misrepresentations made by DHS staff.
- DHS staff will inform Attorney immediately if any opposing attorney communicates with them.
- DHS understands that no DHS staff should communicate with any other attorney involved in any DHS case being handled by Attorney without consulting with Attorney.
- DHS understands that contact and communication between DHS staff and Attorney is strictly confidential, and as such shall not be released to any party or any other attorney, nor will Attorney's communications be commemorated in any discoverable County computer system such as TRAILS, ACES, etc., nor will Attorney's communications be contained in any discovery or records request, to the extent permitted by law.
- Attorney may find it necessary to hire a court reporter to preserve the record for appeal and for review. Court reporters charge an appearance fee to appear in court or at depositions plus an additional fee should we request they transcribe the testimony. DHS will be responsible for any and all costs associated with a court reporter if Attorney finds it necessary to hire one. DHS will be responsible for payment of the court reporter in advance if necessary. If DHS does not want to hire a court reporter to be present at a hearing, DHS understands that there will not be any written proof as to what took place in Court.
- If mediation is required or ordered in any case or requested by Attorney for the best interests of DHS in any particular case, this is a separate cost and has no association with Attorney's fees. DHS will be expected to pay the mediator directly, immediately after the mediation session, or as required by the mediator. All requests for mediation and associated costs must be approved by the Authorized Representative in advance.
- Any of Attorney's work product, including but not limited to any of Attorney's case notes, any of Attorney's draft pleadings or other draft court documents, and this contract, are the sole intellectual property of Attorney, and shall not be shared by any DHS staff with any person outside DHS for any reason, to the extent permitted by law.
- In-person conversations and telephone conversations with Attorney or her staff, or in which Attorney or her staff are a part of, may not be recorded without Attorney's express knowledge and consent to the same.

Attorney Responsibilities, Obligations, and Expectations:

- Attorney will provide representation in Foster Care, Child Support, Adult Protection, and Benefits matters, which will include but is not limited to the following:
 - Court representation in any DHS case.
 - Attendance at DHS meetings with staff, related to any DHS case.
 - Attendance at DHS meetings related to any DHS case such as Collaborative Meetings, Mediation, Settlement Conferences, meetings between any DHS client and DHS staff, or other meeting related to DHS cases as requested by DHS.

- Representation of DHS on the 6th Judicial District Best Practice Court Team, and any other appropriate State or local teams, task forces, or work groups.
- Preparation of paperwork, pleadings, letters, or other work product related to any DHS case or agency-related matter including contracts, or other programming and policy / procedure development.
- Meeting with any DHS staff by phone, video, or in person, regarding an issue related to DHS' work, as Attorney's schedule allows and shall include availability after hours in the case of emergency matters and/or proceedings.
- Meeting with any DHS supervisor by phone, video, or in person, in regard to an issue related to DHS' work, as Attorney's schedule allows.
- Advising DHS staff of current laws and relevant case-law and providing DHS staff with advice related to Attorney's best information and opinion regarding DHS' best options and best practices in any DHS case.
- Working toward DHS' best interests in any DHS case.
- Attorney's representation does not include representation or advice for any issue not related to DHS specifically. Attorney's representation does not include representation of any DHS staff personally, nor does it include providing advice to any DHS staff personally. Attorney's representation also does not include completing day-to-day tasks easily done by DHS staff unrelated to legal issues, such as clerical work. Attorney's representation shall be related to the legal issues of DHS and Attorney shall only complete legally-related work for DHS.
- Attorney will keep all DHS information confidential as required by law.
- Attorney will act in all ways in accordance with the Rules of Professional Responsibility.
- Attorney will keep DHS informed regarding any case, and any new information learned on a case will be provided to DHS staff handling the case.
- Attorney will be available for necessary meetings with DHS staff, by phone or in person, as Attorney's schedule allows. Attorney and County may schedule a certain day or days each week or month in which DHS meetings with Attorney will take place on a regular basis.
- Attorney will retain any paper files for 60 days following the conclusion of the case, after which the file will be destroyed unless advised otherwise by County in writing, which can be fulfilled via email.
- Attorney will endeavor to meet with DHS staff as promptly as possible, and may ask that DHS staff be seen by appointment only.
- Attorney will endeavor to return calls and emails within the same day. However, as the majority of an attorney's time is spent in various courts, meeting with clients, drafting paperwork, and returning calls or emails, etc., Attorney may not always be able to return calls or emails within the same day. Attorney will provide a cell-phone number for emergency use by DHS staff.
- Attorney will not be expected to tolerate disrespectful behavior. Attorney empathizes with anxieties, but Attorney will not allow any DHS staff to take their frustrations with the legal system out on Attorney or her staff. The legal process is slow and expensive, through no fault of Attorney or her staff. If behavior ever becomes an issue, it may be considered a breach of contract.

Exhibit B
METHOD OF PAYMENT

The Contractor shall supply the County with a completed IRS W-9 Form. Payments shall be made by warrants payable to the trade or business name of the Contractor, if an EIN number is listed on the form, or to the name of an individual (if a Social Security number is listed on the form).

- Compensation referred to herein shall be drawn monthly. The amount paid will be based on Attorney's monthly invoices. Attorney will supply an invoice and monthly billing statement by the 10th day of the month following the month services were provided, indicating that services have been provided for the prior month. Failure to provide invoices as required herein during the term of this Agreement shall not relieve DHS of payment for services. Failure of the County to remit payment within thirty (30) days of receiving a monthly invoice from Attorney shall be considered a material breach of this contract.
- Attorney shall bill for services hourly, at a rate of \$137.00 per hour. Attorney's paralegal's services will be billed at a rate of \$84.00 per hour. County expressly agrees herein to such billing rates and that such rates are reasonable. All billing will be done in 1/10-hour increments, rounded up to the nearest 1/10 of an hour. All travel time (excepting travel from the Attorney's Durango office to the courthouse in Durango, CO) will be billed at the Attorney's hourly rate for actual travel time, rounded up to 1/10 of an hour. Any time Attorney spends in representation of County shall be billed.
- County specifically affirms and understands they are obligated to pay no matter the result of any case, and no matter any feelings of any staff member regarding the result of any case. Attorney makes no guarantees or promises as to the outcome. The fees and costs incurred are County's responsibility regardless of the outcome of any case and County specifically agrees to pay such fees and costs regardless of the outcome.
- There may be additional costs and expenses incurred by Attorney in relation to Attorney's representation of the County. Attorney will bill these costs and expenses and County will reimburse these costs and expenses as part of Attorney's monthly invoice. These fees may include, but are not limited to, filing and recording fees; service of process fees; publication fees; the costs of transcribing testimony taken at a hearing or trial; subpoena costs; an expert's fees (if appropriate for the matter) or other witness costs; the costs of an investigator or of other methods to discover and obtain factual information; document-reproduction expenses at \$0.20 (20 cents) per copy; discovery costs (including depositions); out-of-jurisdiction travel and related expenses including mileage fees at the Federal Rate and hotel costs; the cost of long-distance communication; the cost required to reasonably conduct on-line legal research (if necessary); and all other costs and expenses related to Attorney's representation of DHS not otherwise covered by DHS. DHS understands that Attorney is not responsible for any expense related to DHS staff.
- County will cover costs and expenses in an amount not to exceed one thousand five hundred dollars (\$1,500.00) for Attorney to attend up to three (3) conferences per calendar year and additional conferences as County's budget allows. These conferences

will be reasonably related to Attorney's practice, chosen by Attorney and approved by the Authorized Representative. County will cover registration fees, mileage fees at the Federal Rate, hotel costs, meals and incidental costs, and any other reasonable cost related to the travel or conference. These costs and fees will be pre-paid to Attorney at least thirty (30) days prior to the conference upon Attorney submitting a list of costs and expenses to County forty-five (45) days prior to the conference. Attorney will not request reimbursement for an expense, such as hotel costs, which can be incurred by County with a tax exemption without Attorney involved; in these instances, reservations will be made at least thirty (30) days in advance at the hotel where the conference is taking place.

- The total for the Contract shall not exceed \$71,028.00. However, both the Attorney's hourly rate, and the total contract amount, shall increase at a rate of 3% per annum, rounded to the nearest dollar, on July 1st of each year that this contract is renewed.

Exhibit C
INSURANCE REQUIREMENTS

1. The Contractor agrees to procure and maintain the insurance referenced in Section 28 of this agreement, and to provide proof of such insurance upon request by email to:

Louise Woods / Finance Director/Acting Procurement Officer
Archuleta County
P.O. Box 1507
Pagosa Springs, CO 81147
Louise.woods@archuletacounty.org

3. **Failure to Procure or Maintain Insurance.** The Contractor will not be relieved of any liability, claims, demands, or other obligations, assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Archuleta County may immediately terminate this contract.

4. **Deductibles and Coinsurance.** The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-retention. The Contractor will indemnify Archuleta County, in full, for any amounts related to the above.

5. **Governmental Immunity.** The parties hereto understand and agree that Archuleta County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq. as from time to time amended, or otherwise available to Archuleta County, its officers, or its employees.

Approved by: _____ Dated: _____
Louise Woods
Finance Director/Acting Procurement Officer