

**TOWN OF SILT
RESOLUTION NO. 25
SERIES 2022**

**A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES WITH TIMOTHY
GRAVES, P.C. AS THE SILT MUNICIPAL COURT PROSECUTOR OF
THE TOWN OF SILT, COLORADO**

WHEREAS, the Board of Trustees of the Town of Silt, Colorado, has the authority to approve contracts in accordance with the Home Rule Charter and Silt Municipal Code; and

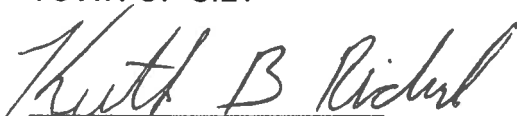
WHEREAS, the Board of Trustees desires to appoint Timothy Graves, P.C. as the Silt Municipal Court Prosecutor pursuant to Section 8-2 of the Silt Town Charter; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, that

1. The above recitals are hereby incorporated as findings by the Town of Silt.
2. The Board of Trustees hereby appoints Timothy Graves, P.C. as the Silt Municipal Court Prosecutor with all the duties, authority and responsibilities set forth in the Town of Silt Home Rule Charter and Silt Municipal Code.
3. The Board of Trustees hereby approves the Agreement for Professional Services with Timothy Graves, P.C. in the form attached hereto as Exhibit A, as it may be amended from time to time.

INTRODUCED, APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 28th day of November 2022.

TOWN OF SILT


Mayor Keith B. Richel

ATTEST:


Town Clerk Sheila M. McIntyre, CMC



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into effective this 28th day of November, 2022 by and between the TOWN OF SILT, COLORADO, a home rule municipality (the “Town”), and LEMOINE & GRAVES, P.C., a Colorado professional corporation (“Contractor”).

WHEREAS, the Town desires to appoint Timothy Graves with LeMoine & Graves, P.C. (“Contractor”), as the Silt Municipal Court Prosecutor (“Prosecutor”) and that Contractor perform the services of Prosecutor as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to accept the appointment of Prosecutor and perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Scope of Agreement. Contractor agrees to provide prosecutorial services to the Town, as further described on **Exhibit A**, setting forth the Scope of Work for this position.

2. Consideration. Contractor shall be paid \$175.00 per hour for the services, plus customary costs including collation of court files, mailing charges and costs for the preparation of photographic and video evidence. The hourly rate for all legal assistant time shall be \$60.00 per hour. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed and an itemization of direct expenses for which payment is requested.

3. Term and Renewal. The initial term of this Agreement shall be from annually from the date of this Agreement for one year, which automatically renews until the Agreement is terminated pursuant to Paragraph 11 herein. At the end of the initial term, the Board of Trustees shall determine whether to grant an extension of said contract in increments and at a rate as may be mutually agreeable to the Town and the Contractor. If no action is taken, this Agreement will continue on a month-to-month basis under the same terms set forth herein.

4. Outside Support Services and Sub-Contractor. In the event Contractor finds it necessary to retain a Special Prosecutor because Contractor is unavailable or has a conflict of interest on a matter, compensation to the Special Prosecutor will be paid by the Town. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

5. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate

Agreement for Professional Services
Town of Silt Prosecutor

the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

6. Independent Contractor. In making and performing this contract, Contractor acts and at all times shall act as an independent contractor and shall maintain operations that are separate and distinct from the Town. Nothing contained in this Agreement shall be construed or applied as to create or imply the relationship of partners, joint adventurers, or of an employer or employee relationship between the parties hereto.

7. Insurance Requirements. Contractor shall provide at his own expense the following insurance for himself and his employees in connection with their work under this project:

- A. Worker's Compensation: Statutory
- B. Professional liability insurance

8. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, are instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services.

9. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.

10. Indemnity Governmental Immunity Act. To the extent permitted by law, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-6-101, et seq. as amended.

11. Termination. The Town or the Contractor may terminate this Agreement at any time by providing a minimum sixty (60) calendar days' written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Paragraph. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimate percentage of completion, including the percentage of any and all work items begun but not completed.

12. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused

Agreement for Professional Services
Town of Silt Prosecutor

by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

13. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town: Jeff Layman, Town Administrator
 PO Box 70
 Silt, Co, 81652

Copy to: Karp Neu Hanlon, P.C.
 201 14th Street, Suite 200
 P.O. Drawer 2030
 Glenwood Springs, CO 81601

To the Contractor: LeMoine & Graves, P.C.
 120 West Third Street
 Rifle, CO 81650

14. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

15. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Silt Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

16. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement. The terms of this Agreement shall supersede any conflicting provision in an exhibit hereto.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

18. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101

Agreement for Professional Services
Town of Silt Prosecutor

et seq.

19. Assignability. Contractor shall not assign this Agreement without the Town's prior written consent.

20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

21. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

22. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

24. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

25. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF SILT, COLORADO

By: _____

Jeff Layman, Town Administrator

ATTEST:

Dora M. M. Outy

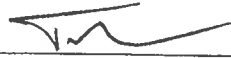


Agreement for Professional Services
Town of Silt Prosecutor

Town Clerk

LEMOINE & GRAVES, P.C.

By:



Timothy L. Graves

LEMOINE & GRAVES, P.C.
120 WEST 3RD STREET
P.O. BOX 907
RIFLE, COLORADO 81650