AGREEMENT FOR LEGAL SERVICES—2022

THIS AGREEMENT made and entered into this date by and between the Fremont County Board of County Commissioners ("County"), and Kaitlin Turner ("Turner").

WHEREAS, Turner has indicated a willingness and availability to perform contracted professional legal services in the capacity of Assistant County Attorney for Fremont County; and

WHEREAS, the County wishes to retain the professional services of Turner to assist the Fremont County Attorney with various legal matters; and

WHEREAS, this Agreement shall set forth the terms and conditions for the provision of legal services.

NOW THEREFORE, THE PARTIES HEREBY MAKE THE FOLLOWING AGREEMENT.

- 1. <u>Duties of Turner.</u> Turner shall, consistent with such direction as given by the County Attorney:
 - a. Represent, advise, and perform professional legal services for the County in Sheriff's Office and law enforcement matters and such other legal matters as may be delegated to Turner by the County Attorney and accepted by Turner.
 - b. Keep and maintain task and time records in tenth hour increments and submit billings to County on a regular basis, at least quarterly or more often as Turner deems appropriate.
 - c. Maintain professional liability insurance covering herself and any staff or attorneys working at Turner's direction.
- 2. <u>Compensation.</u> County shall compensate Turner at the hourly rate of \$100.00 per hour for time spent rendering professional services and shall reimburse costs reasonably incurred on behalf of County in the performance of her duties.
- 3. Term and Termination. The initial Term of the Agreement shall be from February 14, 2022, through December 31, 2022, and may be renewed for subsequent terms at the mutual desire of the parties, and subject to appropriation of funds in the budget year for which services are performed. Any term or provision of this Agreement may be renegotiated by the Parties at any time. Any changes or amendments shall be invalid unless reduced to writing and signed by the Parties hereto. Either Party may terminate this Agreement without cause upon 30 days' notice of termination to the other Party. County may terminate this Agreement for cause if Turner ceases to maintain good standing with the law licensing authorities, or is no longer authorized to practice her profession in the Courts of Colorado.

- 4. <u>Appointment.</u> In the performance of all duties contemplated by this Agreement, Turner shall be designated and appointed as an Assistant County Attorney.
- 5. <u>Independent Contractor.</u> Turner shall perform all duties pursuant to this Agreement in the status of independent contractor and shall at no time be considered an employee of Fremont County or any department or agency of Fremont County. The relationship shall be that of attorney-client, subject to the direction of appropriate County officials and the County Attorney.

Date: 2/10/2022

KAITLIN B. TURNER

Date: 2/10/2022

Debbie Bell, Chairman

Cañon City, CO 81212

debbie.bell@fremontco.com

615 Macon Ave.

BOARD OF COUNTY COMMISSIONERS COUNTY OF FREMONT

Kaitlin B. Turner, Esq.

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FREMONT COUNTY ATTORNEY

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