AGREEMENT FOR LEGAL SERVICES—2021

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

WHEREAS, Larsen has recently left employment with the County after performing services for the Department of Human Services for several years; and

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

WHEREAS, Larsen is available and willing to provide legal services for the County; 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 Larsen.</u> Larsen shall, consistent with such direction as given by the County Attorney:
 - a. Represent, advise, and perform professional legal services for the County in zoning enforcement matters, building code enforcement matters and such other legal matters as may be delegated to Larsen by the County Attorney and accepted by Larsen.
 - 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 Larsen deems appropriate.
 - c. Maintain professional liability insurance covering himself and any staff or attorneys working at Larsen's direction.
- 2. <u>Compensation.</u> County shall compensate Larsen at the hourly rate of \$120.00 per hour for time spent rendering professional services and shall reimburse costs reasonably incurred on behalf of County in the performance of his duties.
- 3. Term and Termination. The initial Term of the Agreement shall be from April 15, 2021 through December 31, 2021, 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 Larsen ceases to maintain good standing with the law licensing authorities, or is no longer authorized to practice his profession in the Courts of Colorado.

- 4. <u>Appointment.</u> In the performance of all duties contemplated by this Agreement, Larsen shall be designated and appointed as an Assistant County Attorney.
- 5. <u>Independent Contractor.</u> Larsen 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:	4/26/2021	
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ROGER B. LARSEN

Roger B Larsen, Esq. 2825 White Pine Court Cañon City, CO 81212

rogerlarsenlaw@gmail.com

Date: 5-5-2021

BOARD OF COUNTY COMMISSIONERS COUNTY OF FREMONT

Bv

Dwayne McFall, Chairman 615 Macon Avenue Cañon City, CO 81221

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Phone:

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