

LEGAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this 27th day of February, 2024, by and between HUERFANO COUNTY, hereinafter referred to as the “COUNTY”, and NATHAN SHULTZ, Attorney at Law, hereinafter referred to as the “ATTORNEY”.

WITNESSETH:

WHEREAS, the ATTORNEY is a private practitioner who is duly licensed by the State of Colorado, and practicing in the County of Otero and State of Colorado; and

WHEREAS, the COUNTY desires to retain and employ said ATTORNEY as and for its legal counsel for the calendar year 2024; and

WHEREAS, said ATTORNEY is desirous of accepting said work hereinafter described for the COUNTY for the calendar year 2024;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. The COUNTY does hereby employ NATHAN SHULTZ, Attorney at Law (the ATTORNEY), and NATHAN SHULTZ (the ATTORNEY) does hereby accept such employment as legal counsel, representing the COUNTY in all legal matters as described in Exhibit “A”.

2. This contract shall be in full force and effect for the period commencing March 1, 2024 to April 30, 2025.

3. In the event written notice is not given by either party to this agreement to the other party a minimum of ninety (90) days prior to the termination date as hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided for an additional period of one year. Said agreement shall continue thereafter for one-year periods unless either party hereto gives a minimum of ninety (90) days’ written notice to the other party that the party does not wish to extend this agreement for an additional one-year term.

4. That in consideration of the services to be rendered hereunder by the ATTORNEY to the COUNTY, the COUNTY shall pay to the ATTORNEY compensation according to the schedule of charges for services rendered as set forth in Exhibit “B” attached to this contract and shall submit monthly itemized vouchers for services rendered to be paid the following month.

5. The ATTORNEY shall promptly render legal services for the COUNTY upon the request of the COUNTY.

6. The ATTORNEY acknowledges that he has a Juris Doctorate with the State of Colorado and agrees to maintain his licensure and registration.

7. The COUNTY shall pay the membership fees associated with the Colorado County Attorneys Association on behalf of the ATTORNEY.

8. The ATTORNEY shall attend events and trainings provided by the Colorado County Attorneys Association, as agreed upon between the ATTORNEY and the COUNTY.

9. The ATTORNEY shall be required to communicate only with the Board of County Commissioners, Elected Officials and Department Heads of the COUNTY.

10. The ATTORNEY understands and agrees that the COUNTY files shall be stored in the offices of Huerfano County, as well as his office.

11. The COUNTY acknowledges that NATHAN SHULTZ is engaged in the general private practice of law in Otero County, Colorado, and that said NATHAN SHULTZ accepts work for clients other than the COUNTY. This contract, therefore, shall not be deemed or construed as an exclusive contract of employment so as to restrict NATHAN SHULTZ (the ATTORNEY) from representation of other clients in any matter in which the same is not prohibited by the Code of Professional Responsibility for Attorneys.

12. The ATTORNEY acknowledges and agrees that he is not eligible for any COUNTY benefits.

13. This contract may be terminated by the COUNTY for any of the following reasons, to-wit:

- (a) Upon the death of NATHAN SHULTZ.
- (b) The disability or incapacity of NATHAN SHULTZ to the extent that he is unable to perform properly the functions and duties for the COUNTY as contemplated.
- (c) Unsatisfactory services rendered by NATHAN SHULTZ (the ATTORNEY).
- (d) Termination in the event of (a) above shall occur automatically.
- (e) Termination in the event of (b) or (c) above shall occur only after thirty (30) days prior written notice has been personally delivered by the COUNTY to the ATTORNEY.

(f) In the event of termination for any of the aforesaid reasons, any unpaid compensation to the ATTORNEY as evidenced by a proper voucher, as hereinabove set forth, shall be paid within thirty (30) days after the date of termination.

14. This contract shall be binding upon the successors and assigns of the COUNTY, but the same shall be personal as to the ATTORNEY and shall not be binding upon the heirs, devisees, or personal representatives of the ATTORNEY.

15. This contract shall be nonassignable.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS TO DUPLICATE ORIGINALS IN THE City of Walsenburg, County of Huerfano, and State of Colorado, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, STATE OF
COLORADO

Nathan Shultz
Attorney at Law

By _____
John Galusha, Chairman

By _____
Arica Andreatta, Commissioner

By _____
Karl Sporleder, Commissioner

EXHIBIT "A"

Provide legal advice and memoranda to the Board of County Commissioners and other Elected Officials and Department Heads on any legal issue affecting the County;

Assist Elected Officials and Department Heads in negotiating and preparing contracts, leases, deeds, easements and various legal documents as well as the development and drafting of resolutions, ordinances and regulations;

Provide legal advice concerning local government matters; employment and personnel law; housing law; land use and road and bridge issues; construction law; real property law; 1041 matters; water law; open meetings and open records issues; conservation easement law; landfill issues; animal control issues; various issues involving intergovernmental agreements with other political subdivisions; insurance issues; and at times, criminal law and bankruptcy law;

Provide legal counsel and representation on special projects and special districts;

Represent the County in legal matters concerning the Board of County Commissioners, other Elected Officials and County Departments in meetings, administrative hearings, public hearings and Court proceedings;

Conduct legal research, interview County Officials and employees and witnesses, prepare court filings and handle other matters in preparation for trial and/or hearings of any type;

Read and understand the Colorado Revised Statutes, analyze and interpret Court decisions, legal procedures, documents, statutes and regulations;

Prepare complex legal documents, opinions, pleadings and briefs;

Analyze, appraise and organize facts, evidence and precedents concerned in difficult and complex cases and present such material in clear and logical form in oral or written presentations, briefs, opinions, orders or decisions;

Establish and maintain effective working relationships with county employees, representatives of other agencies and organizations and members of the community;

Quickly and efficiently gather, analyze and evaluate facts and law;

Perform occasional legal functions for the Huerfano County Department of Human Services;

Attend regular meetings at the request of the Board of County Commissioners;

Demonstrate proficiency in standard office computer software systems and judicial system/legal applications;

Possess a Juris Doctorate and maintain Attorney licensure and registration with the State of Colorado.