



SPECIAL COUNTY ATTORNEY RETAINER AGREEMENT

I. PARTIES/EMPLOYMENT

The County of Huerfano County (hereinafter “County”) agrees to retain Lisa Powell-DeJong of the Law Firm of Lisa Powell-DeJong, PO Box 551, Rye, CO 81069, and said law firm (hereinafter “Special County Attorney”) agrees to serve as Special County Attorney for the Huerfano County Department of Human Services on the terms and conditions stated below.

II. QUALITY OF SERVICES

The Special County Attorney shall perform all legal services covered by this contract in accordance with the professional and ethical standards of the Colorado Rules of Professional Conduct established by the Colorado Supreme Court.

III. DUTIES

A. The Special County Attorney shall represent the Huerfano County Department of Human Services in the following pending cases to their completion/closure:

Huerfano County Cases:

- (1) 24JV5
- (2) 23JV30020
- (3) 24JV30002
- (4) 24JV30003
- (5) 23JV30011
- (6) 23JV30015
- (7) 24JV6
- (8) 24JV7
- (9) 23JV11

And

Las Animas County Cases:

- (1) 24JV30011

IV. LEGAL FEES, EXPENSES AND BILLINGS STATEMENTS

The County hereby agrees to pay Lisa Powell-DeJong, as Special County Attorney, for legal services at the rate of one hundred ninety-five dollars (\$195.00) per hour.

The Special County Attorney shall submit a billing statement to the County by the 5th day of each month for the prior months’ fees and expenses . Invoices are due and payable within thirty (30) days of receipt.

It is the Special County Attorney's policy to describe services performed in a detailed manner so that the County may be able to understand fully the services and charges, but in such a way as to maintain confidentiality. If there are any questions relating to the services or charges, the Special County Attorney will be pleased to discuss them at the earliest possible time after receipt of the billing statement. Accordingly, the County agrees to notify the Special County Attorney in writing or email within fifteen (15) days of receiving the Special County Attorney's billing statement if the County disputes any entry for legal services or charges on any billing statement. In the absence of any written objections thereto, within fifteen (15) days of the County's receipt of a billing statement, the County will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

EXPENSES: In the course of rendering legal services to the County, it may be necessary for the Special County Attorney to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, and meals. The actual expenses and administrative fees incurred will vary depending on the services that the Special County Attorney provides. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

Expense items and administrative fees incurred on the County's behalf will be itemized separately and listed on the Special County Attorney's billing statements. As is customary, expense disbursements may not be current at the time of each monthly billing. Remaining disbursements, if any, will be billed at a later date.

V. INDEPENDENT CONTRACTOR STATUS

It is expressly understood and agreed that the Special County Attorney, while engaged in carrying out and complying with all of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the County. The parties agree that the Special County Attorney has the ability to control and direct the performance and details of her work.

VI. INSURANCE

The County shall provide insurance coverage for the Special County Attorney's errors and omissions, and malpractice, while acting in the capacity of Special County Attorney, and shall indemnify and hold the Special County Attorney harmless from any and all claims brought by third parties against the Special County Attorney in said capacity.

The Special County Attorney shall also provide errors, omissions and malpractice coverage and shall indemnify and hold the County harmless from all claims arising out of the sole negligence of the Special County Attorney.

VII. DURATION OF AGREEMENT/TERMINATION

A. DURATION: The term of this Agreement shall be until such time that all of the cases listed in Part III are completed to the satisfaction of both parties and the presiding Judge, or until terminated by either party pursuant to the terms hereof.

B. TERMINATION: This Agreement may be terminated by either party upon thirty (30) days' written notice with or without cause. In the event of termination, the Special County Attorney shall be entitled to compensation as provided for in this Agreement for services performed to the effective date of termination.

VIII. CONTROLLING LAW

The laws of the State of Colorado shall govern this Agreement and all matters relating to it.

IX. WHOLE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

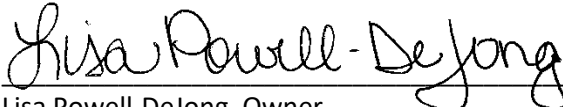
IN WITNESS WHEREOF, the Special County Attorney and the County, by the signatures below, have executed this Agreement on the date indicated below.

DATED this _____ day of _____, 2024.

COUNTY OF HUERFANO

SPECIAL COUNTY ATTORNEY

County Commissioner



Lisa Powell-DeJong, Owner
Law Office of Lisa Powell-DeJong, LLC

County Commissioner

County Commissioner