

**TOWN OF MOFFAT, COLORADO
RESOLUTION NO. 2019-4**

**A RESOLUTION APPOINTING MATTHEW HOBBS AS THE TOWN
ATTORNEY OF THE TOWN OF MOFFAT, COLORADO**

WHEREAS, C.R.S. § 31-4-304 states that the Board of Trustees of statutory towns shall appoint a town attorney; and

WHEREAS, the Board of Trustees of the Town of Moffat, Colorado desire to appoint Matthew Hobbs as the Town attorney of the Town of Moffat; and

WHEREAS, the Board of Trustees desire to approve the Engagement Agreement and Disclosure Statement which is attached to this Resolution as Exhibit A;

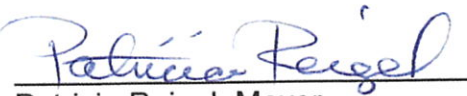
NOW THEREFORE, be it resolved by the Board of Trustees of the Town of Moffat, Colorado, the following:

SECTION 1: APPOINTMENT- The Board of Trustees hereby appoints Matthew Hobbs as the Town attorney of the Town of Moffat, Colorado.

SECTION 2: AGREEMENT FOR LEGAL SERVICES- The Board of Trustees hereby approves the attached Engagement Agreement and Disclosure Statement between the Town of Moffat and Matthew Hobbs.

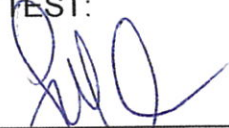
Adopted this 8th day of January, 2019.

TOWN OF MOFFAT, COLORADO



Patricia Reigel, Mayor

ATTEST:



Sarah Van Horn, Town Clerk





101 CHICO CT., STE. A, MONTE VISTA, CO 81144
MAIL ADDRESS: P.O. BOX 609, SALIDA, CO 81201
(719) 852-0627

Matthew K. Hobbs, Esq.

matt@slv-law.com

ENGAGEMENT AGREEMENT AND DISCLOSURE STATEMENT

Client: Town of Moffat
Address: P.O. Box 353, Moffat, CO 81143
Phone Number: 719-256-4538
Email: townofmoffat@gmail.com

Client(s) engage(s) Matthew K. Hobbs, P.C., (d/b/a San Luis Valley Law Firm) for representation in the following described matter:

Municipal Representation – Town Attorney

- 1. **Fees.** Unless otherwise agreed, we charge an hourly rate. Any increase in hourly rates will be promptly communicated to you. Fees are typically charged for such items as research, office preparation, travel, court time, meetings, telephone calls, and other time spent working on your case. Other attorneys in our office may work on your case for an equivalent or agreed upon rate. In addition, support staff, such as legal assistants, who are normally directed to perform work on client matters, will charge their time. The current hourly rates are as follows:

<i>Matthew K. Hobbs</i>	<i>\$250.00 per hour</i>
<i>Contract/Associate Attorney</i>	<i>\$175.00 per hour</i>
<i>Legal Assistant</i>	<i>\$ 75.00 per hour</i>

- 2. **Billing Statements.** Normally monthly billing statements are sent after the 25th of each month. Non-payment may be a basis for us to withdraw from representing you. We reserve the right to charge interest (up to 1.5% per month) on all bills not paid within 30 days.
- 3. **Filing fees, costs and out-of-pocket expenses.** You are responsible for any out-of-pocket costs that we reasonably incur on your behalf. Such costs typically include court filing fees, expert witnesses, legal research costs, copy fees, process fees, laboratory fees, depositions, transcripts, and investigator's fees.
- 4. **Retention of Additional Attorney.** In some cases, we may communicate with and/or retain an additional attorney due to the latter's expertise in a particular matter. You will normally be consulted and agree to such arrangement, unless the same is deemed in the nature of an emergency or incidental. You agree to promptly pay any such additional fees.

5. **Termination of Representation.** Representation may be terminated, either by you or us, at any time. You will be responsible for the payment of the balance of all outstanding fees and costs at the time of terminating representation. Also we may in rare cases assert an attorney's lien on all client files, in accordance with the Colorado Rules of Professional Conduct, until such bills are paid.
6. **File Retention.** Generally, we return all your original documents. In some cases, such as litigation, we retain original documents. Generally, we don't retain paper files. All documents are scanned into our computer system and maintained in an electronic format. We will keep electronic copies of all documentation for at least ten years after the matter is complete.
7. **ELECTRONIC/PRIVACY DISCLOSURE:** In most cases, we utilize email as the primary means of written communication with you, and with others on your behalf. Our files are securely stored electronically with multiple layers of redundancy, both in our office and on secure internet-based applications. Client acknowledges the privacy and other risks of such communication and file storage, and consents to our use of such technology.
8. **Retainer.** In certain cases we require that you pay a retainer. The retainer is an amount sufficient to justify the commencement of work on your behalf. If a retainer is provided, we will bill our normal hourly rates against the retainer and provide an accounting of your retainer. Any unused portions of the retainer will be returned to the Client. The retainer is placed in a "Client's Trust Account", and the interest earned on those funds is used for indigent legal services by the State of Colorado.

If there are excess funds in the Client's Trust Account after completion of our work and final billing, and our firm is unable to locate you, you hereby consent to allow donation of such funds to legal services for the indigent, a non-profit, or one of your family members or friends, at our discretion.

Retainer: \$

9. **Additional terms:**

\$

Done and signed on December 19, 2018.



Client Signature



Attorney Signature