

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-132  
Series of 2006

\_\_\_\_\_  
Series of 2006

A RESOLUTION APPROVING THE ASSIGNMENT OF THE AGREEMENT BETWEEN THE CITY AND HERBERT C. PHILLIPS, ATTORNEY AT LAW

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council hereby approves the assignment of the Agreement marked as **Exhibit A**, and attached hereto, between the City and Herbert C. Phillips, Attorney at Law, from Herbert C. Phillips to Corey Y. Hoffmann of Hayes, Phillips, Hoffmann & Carberry, P.C.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
KATHLEEN M. NOVAK  
Mayor

ATTEST:

\_\_\_\_\_  
DIANA L. LENTZ, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**AGREEMENT**

THIS AGREEMENT, made this 12<sup>th</sup> day of June, 2003, by and between HERBERT C. PHILLIPS (hereinafter called "First Party"), and the CITY OF NORTHGLENN, COLORADO (hereinafter called "Second Party").

WHEREAS, the City of Northglenn is desirous of contracting for its legal services; and

WHEREAS, Herbert C. Phillips is an attorney authorized to practice law in the State of Colorado.

NOW, THEREFORE, the parties agree as follows:

1. First Party shall furnish all legal services required by Second Party except for bond, water law, and municipal court work which shall not be required of First Party. However, said First Party will be responsible for legal liaison and for coordinating duties with respect to such specialties.

2. First Party will supply the secretarial services necessary for a law office.

3. First Party will supply the office furniture, law books, fixtures, and telephone service necessary for a law office. Law books and/or other items purchased or furnished for First Party's use by Second Party will remain City property at the end of First Party's tenure as City Attorney. Second Party will furnish office space to First Party in the City Municipal Building provided that only City business be conducted in said office.

4. First Party will maintain professional liability insurance in the sum of no less than the maximum monetary limits of liability established by the Colorado Governmental Immunity Act.

5. First Party, in general, is acting as an independent contractor, thus the Second Party will not be responsible for FICA taxes, health or life insurance, vacation or sick time. This position shall not be considered a full-time position under any circumstances.

6. First Party agrees to attend all regular and special meetings of the City Council and to attend staff administrative meetings upon request.

7. Second Party shall pay First Party at an hourly rate of \$150.00, payable in monthly installments.

8. First Party shall act only at the direction of the Mayor, any member(s) of City Council, or the Mayor's designee.

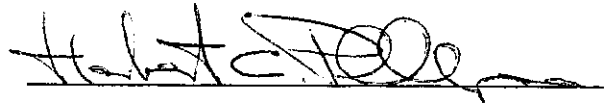
9. This Agreement may be terminated by either party upon thirty (30) days written notice.

10. This Agreement shall be effective as of January 1, 2004, for an indefinite term at the pleasure of the City Council.

11. This Agreement shall supersede all previously approved Agreements.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

HERBERT C. PHILLIPS

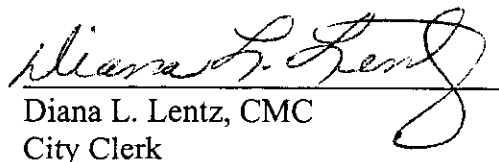


CITY OF NORTHGLENN, COLORADO



Kathleen M. Novak  
Mayor

ATTEST:



Diana L. Lentz, CMC  
City Clerk