

TOWN OF GRAND LAKE

Grand County, Colorado

REQUEST FOR PROPOSALS

TOWN ATTORNEY SERVICES

RFP Issue Date:	June 19, 2026
Questions Deadline:	July 9, 2026, 3:00pm
Proposals Due:	July 10, 2026, 2:00PM Mountain Time
Submission Method:	Electronic — skudron@toglco.com Mail: PO Box 99, Grand Lake, CO 80447 Courier/UPS/FedEx: 1026 Park Ave, Grand Lake, CO 80447
Contact Person:	Steve Kudron – Town Manager
Contact Email:	skudron@toglco.com
Contact Phone:	970-627-3435
RFP Number:	RFP-2026615

*Questions regarding this RFP must be submitted in writing to the contact person listed above.
Late proposals will not be accepted.*

SECTION I INTRODUCTION

1.1 Town of Grand Lake Overview

The Town of Grand Lake is a statutory municipality organized under the laws of the State of Colorado, located in Grand County in the Rocky Mountains at an elevation of approximately 8,369 feet. Grand Lake is situated on the western edge of Rocky Mountain National Park and is the headwaters of the Colorado River. The Town is renowned as a resort and tourism community, with year-round recreational amenities including fishing, boating, snowmobiling, skiing, and access to Rocky Mountain National Park and the Arapaho National Recreation Area.

The Town is governed by a Board of Trustees consisting of a Mayor and six (6) Trustees, elected at-large. The Board meets regularly and is supported by professional Town Staff. The Town provides a range of municipal services to a permanent population of approximately 500 residents, along with seasonal visitors and a significant second-home community.

1.2 Purpose of This RFP

The Town of Grand Lake is soliciting proposals from qualified law firms and attorneys to serve as Town Attorney. The Town Attorney is a contractual position that serves as primary legal counsel to the Board of Trustees, Mayor, and Town Staff. The selected firm or attorney will provide comprehensive municipal legal services as described in Section III of this RFP.

The Town seeks proposals from individuals or firms that possess demonstrated expertise in Colorado municipal law, a thorough understanding of the legal issues facing Colorado statutory towns, and the capacity to provide timely and responsive legal services. Experience with resort and tourism communities, water rights, land use, and federal land relations is particularly valued.

1.3 Background

The Town previously issued a Request for Proposals for Town Attorney services in the fall of 2024. Following that competitive process, the Board of Trustees elected to retain existing legal counsel. The Town is now issuing this RFP to again seek competitive proposals and ensure that the Town's legal service needs continue to be met at the highest level of quality and value.

1.4 Definitions

For purposes of this RFP, the following terms apply:

- "Town" means the Town of Grand Lake, Colorado.

- "Board" or "BOT" means the Town of Grand Lake Board of Trustees.
- "Town Attorney" means the firm or individual selected pursuant to this RFP to provide legal services under contract with the Town.
- "Proposer" means any firm, organization, or individual submitting a proposal in response to this RFP.
- "RFP" means this Request for Proposals document and all attachments, addenda, and incorporated materials.

SECTION II PROCUREMENT PROCESS

2.1 Procurement Schedule

The following schedule represents the Town's anticipated timeline for this procurement. The Town reserves the right to modify this schedule at its sole discretion. Any changes will be communicated to all registered proposers by written addendum.

Milestone	Target Date
BOT Authorizes RFP Issuance	June 8, 2026
RFP Issued / Published	June 19, 2026
Pre-Proposal Questions Accepted (via email only)	Through June 30, 2026
Addendum Issued (if needed)	July 2, 2026
Proposals Due	July 10, 2026 by 2:00 PM MT
Staff Evaluation Period	July 19 – August 1, 2026
Interviews / Oral Presentations (if conducted)	July 13, 2026
Staff Recommendation to BOT/Interviews	July 13, 2026 BOT Meeting
BOT Selection and Authorization to Negotiate	July 27, 2026 BOT Meeting
Contract Negotiations	August 2026
Contract Execution	September 1, 2026
Services Commence	September 1, 2026 (estimated)

2.2 Communications and Questions

All communications regarding this RFP must be directed in writing to the designated Town contact. Proposers shall not communicate with members of the Board of Trustees, other Town Staff, or the evaluation committee regarding this RFP or their proposal except through the designated contact. Unauthorized communication may result in disqualification of the proposer's proposal.

Questions must be submitted by email to skudron@toglco.com no later than July 9, 2026 at 3:00pm. Questions will be answered by written addendum distributed to all registered proposers. The Town will not respond to verbal or informal questions regarding this RFP.

2.3 Proposal Registration

Proposers are encouraged to register their intent to propose by emailing the Town contact with the firm name, lead attorney name, and contact information. Registered proposers will receive all addenda and communications automatically.

2.4 Addenda

The Town may issue written addenda to modify or clarify this RFP. All addenda will be distributed to registered proposers and posted on the Town's website. Proposers are responsible for acknowledging receipt of all addenda in their proposal submission. Failure to acknowledge addenda may result in rejection of the proposal.

SECTION III SCOPE OF SERVICES

The Town Attorney shall provide comprehensive municipal legal services to the Town of Grand Lake, including but not limited to the services described below. The Scope of Services may be adjusted by mutual agreement during contract negotiations.

3.1 General Counsel Services

The Town Attorney shall serve as primary legal advisor to the Board of Trustees, Mayor, and Town Staff. General counsel services include:

- Attend all regular and special meetings of the Board of Trustees, in person or via approved remote participation, as requested and required
- Provide legal opinions, written memoranda, and informal guidance to the Board, Mayor, and Staff on municipal law matters
- Advise on the legal implications of proposed Board actions, ordinances, resolutions, and policies
- Draft, review, and negotiate contracts, intergovernmental agreements (IGAs), memoranda of understanding, and other legal documents
- Draft and review ordinances and resolutions for legal sufficiency, consistency with state law, and conformance with the Town's Municipal Code
- Maintain familiarity with the Town's Municipal Code and advise on code interpretation and enforcement
- Monitor changes in Colorado municipal law, regulations, and case law that may affect the Town, and advise Staff and the Board accordingly
- Attend Planning Commission and Board of Adjustment meetings as needed to advise on legal matters

3.2 Litigation and Dispute Resolution

The Town Attorney shall represent the Town in litigation and disputes, including:

- Represent the Town as plaintiff and defendant in civil litigation in state and federal courts
- Coordinate with the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and other insurers on claims and coverage matters
- Represent the Town in administrative hearings, appeals, and proceedings before state agencies
- Advise on alternative dispute resolution (ADR) options and represent the Town in mediation or arbitration
- Manage outside counsel retained for specialized litigation matters

3.3 Land Use and Planning Law

The Town of Grand Lake has active land use and planning functions. The Town Attorney shall:

- Advise the Board, Planning Commission, and Staff on land use law, zoning, and subdivision matters
- Review and advise on development applications, variance requests, special use permits, and conditional use permits
- Assist in drafting and updating the Town's Land Use Code and zoning regulations
- Advise on annexation proceedings and related agreements
- Assist with vested rights, nonconforming use, and takings issues
- Support the Town's compliance with Colorado's Local Government Land Use Control Enabling Act and related statutes

3.4 Real Property and Municipal Assets

- Review and advise on real property acquisitions, dispositions, and exchanges
- Advise on easements, rights-of-way, licenses, and encroachments
- Support enforcement proceedings for code violations and nuisance abatement
- Advise on Colorado foreclosure procedures related to tax liens and special assessments
- Review title matters and advise on title insurance requirements

3.5 Finance, Bonding, and Procurement

- Advise on municipal finance matters, including general obligation bonds, revenue bonds, certificates of participation, and notes
- Review and advise on tax increment financing (TIF), urban renewal, and special district coordination
- Advise on sales and use tax matters, including administration and enforcement
- Review bid documents, RFPs, and contracts for public works and professional services
- Advise on procurement requirements under Colorado law (C.R.S. Title 29)

3.6 Water Rights and Environmental Law

Given Grand Lake's unique position at the headwaters of the Colorado River and its relationship to Colorado-Big Thompson Project water deliveries, the Town Attorney shall:

- Advise on the Town's water rights, water system legal matters, and water court proceedings as needed
- Coordinate with water counsel or water engineers on complex water rights matters (Town may retain separate specialized water counsel)
- Advise on environmental permitting, compliance, and regulatory matters affecting the Town
- Advise on federal land relationships with the U.S. Forest Service, National Park Service, Bureau of Reclamation, and other federal agencies
- Advise on stormwater and floodplain management legal issues

3.7 Personnel and Employment Law

- Advise the Town on employee relations, personnel policies, and employment law compliance
- Review employee handbook, personnel policies, and job descriptions for legal compliance
- Advise on discipline, termination, and separation matters
- Advise on ADA, FMLA, FLSA, and other federal and state employment law requirements
- Support the Town in workers' compensation coordination and claims

3.8 Elections and Open Government

- Advise on Colorado municipal election law and procedures
- Advise on Colorado Open Records Act (CORA) compliance and responses
- Advise on Colorado Open Meetings Law (Sunshine Law) compliance
- Provide ethics guidance to elected officials and Staff

3.9 Other Services

The Town Attorney shall provide such other legal services as directed by the Board of Trustees or as reasonably necessary to fulfill the role of Town Attorney. This may include, but is not limited to:

- Advise on state and federal legislative matters affecting the Town
- Assist in drafting and reviewing grant applications and grant agreements
- Support Town participation in regional and state municipal associations
- Provide training to Staff and elected officials on relevant legal topics

SECTION IV PROPOSAL REQUIREMENTS

Proposals must be submitted in PDF format via email or electronic portal as specified on the cover page of this RFP. All proposals must be received by the Town no later than the deadline specified. Proposals received after the deadline will not be considered.

Proposals shall be organized in the following order and include all required components:

4.1 Cover Letter

Provide a cover letter signed by an authorized representative of the firm or attorney. The cover letter must:

- Identify the firm or attorney submitting the proposal
- Identify the primary attorney who will serve as Town Attorney
- Confirm the proposer's ability and commitment to provide all services described in Section III
- Confirm that the proposer is licensed and in good standing with the Colorado Supreme Court
- Confirm that no portion of the work will be subcontracted without prior written approval of the Town
- Be signed by an individual authorized to bind the firm or attorney to the terms of the proposal

4.2 Firm or Attorney Overview

Provide a concise overview of the firm or solo practice, including:

- Full legal name of the firm or attorney, office address(es), phone, and website
- Year the firm was established and history of municipal law practice
- Description of practice areas and services offered
- Total number of attorneys and paralegals (firm-wide and in relevant municipal practice)
- Office locations and location from which Town Attorney services will primarily be provided
- Any relevant firm accreditations, awards, or recognitions

4.3 Qualifications and Relevant Experience

Provide a narrative (not to exceed five (5) pages) describing the firm's or attorney's relevant qualifications and experience, including:

- Years of experience providing legal services to Colorado municipalities
- Types and sizes of Colorado municipal clients currently served or previously served
- Specific experience relevant to the Town of Grand Lake's needs, including experience with: statutory towns, resort/tourism communities, land use and zoning, water rights, Colorado Open Records Act, federal land relations, and municipal finance
- Any notable matters or accomplishments demonstrating depth of municipal legal expertise

4.4 Key Personnel

Provide the following information for all attorneys who will provide services to the Town:

- Name, title, and bar admission date
- Colorado bar number and confirmation of good standing
- Resume or curriculum vitae (attached as an exhibit)
- Percentage of time the lead attorney estimates dedicating to Town of Grand Lake matters
- Description of roles of any supporting attorneys or paralegals

Identify the individual who will serve as the primary point of contact and attend Board meetings. Describe the firm's policy regarding attorney assignment continuity and the process for transitioning matters if key personnel change.

4.5 Approach to Scope of Services

Provide a narrative (not to exceed three (3) pages) describing the proposer's approach to providing the services described in Section III, including:

- Methodology for attending and supporting Board meetings
- Process for handling time-sensitive legal matters and after-hours emergencies
- Approach to proactive legal risk management and communication with Staff and the Board
- Experience or approach to issues specific to resort/mountain communities
- Technology and communication practices to ensure responsiveness

4.6 Fee Proposal

The Fee Proposal shall be submitted as a separate, sealed section of the proposal (or clearly labeled separate attachment). Provide a complete fee proposal including:

- Billing rate for the lead Town Attorney
- Billing rates for all other attorneys who may work on Town matters (by title/level)

- Billing rate for paralegals
- Minimum billing increment (e.g., 0.1 hour)
- Policy on rounding of time entries
- List of services included in any proposed retainer (if a retainer structure is proposed)
- List of services excluded from any retainer and billed hourly
- Proposed retainer amount (if applicable)
- Reimbursable expenses policy (mileage, filing fees, travel, etc.)
- Rates for litigation matters (if different from general services)
- Proposed contract term and any rate adjustment provisions

Proposers are encouraged to offer one or more of the following fee structures: (a) hourly rates only; (b) monthly retainer inclusive of specified services; or (c) hybrid retainer plus hourly for matters outside the retainer scope. The Town will evaluate all fee structures on the basis of overall value and transparency.

4.7 References

Provide a minimum of three (3) professional references from current or former Colorado municipal clients. For each reference, provide:

- Municipality name and type (statutory, home rule, etc.)
- Contact name, title, phone, and email
- Description of services provided and duration of engagement
- Approximate annual budget for legal services

The Town reserves the right to contact references and to solicit additional references not provided by the proposer.

4.8 Conflict of Interest Disclosure

Disclose any actual, potential, or perceived conflicts of interest with the Town of Grand Lake, Grand County, or entities that regularly conduct business with the Town. If no conflicts exist, provide a written statement to that effect. Describe the firm's process for identifying and managing future conflicts of interest.

4.9 Insurance

Provide evidence of the following insurance coverages, or a commitment to obtain and maintain such coverages as a condition of contract award:

- Professional Liability (Errors & Omissions): minimum \$1,000,000 per claim / \$2,000,000 aggregate

- Commercial General Liability: minimum \$1,000,000 per occurrence / \$2,000,000 aggregate
- Workers' Compensation: as required by Colorado law

4.10 Acknowledgment of Addenda

Acknowledge receipt of all addenda issued by the Town prior to the proposal deadline. Proposals that fail to acknowledge all issued addenda may be considered non-responsive.

4.11 Additional Information

Proposers may include any additional information they believe to be relevant to the Town's evaluation. Such information should be clearly labeled and not exceed five (5) additional pages.

SECTION V EVALUATION AND SELECTION

5.1 Evaluation Process

Proposals will be evaluated by a Staff review committee appointed by the Town. The evaluation committee will score all responsive proposals using the criteria and weights set forth below. The committee may, at its discretion, conduct oral interviews or presentations with top-ranked proposers before finalizing its recommendation.

The evaluation committee will prepare a written recommendation to the Board of Trustees. The Board reserves the right to select any proposer, reject all proposals, re-issue the RFP, or take any other action it deems to be in the best interests of the Town. The Board is not bound by the evaluation committee's recommendation.

5.2 Evaluation Criteria and Weights

Evaluation Criterion	Weight	Max Points
Qualifications and Experience in Colorado Municipal Law	25%	25
Qualifications and Experience in Specialty Areas (land use, water rights, resort communities, federal lands)	20%	20
Key Personnel — Lead Attorney Qualifications, Experience, and Availability	20%	20
Proposed Approach to Scope of Services and Responsiveness	15%	15
Fee Proposal — Competitiveness, Transparency, and Value	15%	15
References — Quality and Relevance of Prior Municipal Engagements	5%	5
TOTAL	100%	100

5.3 Oral Interviews

The evaluation committee may invite top-ranked proposers to participate in oral interviews or presentations. Oral interviews, if conducted, will be scored using a supplemental scoring rubric and the scores incorporated into final rankings. All proposers invited to interview will be notified in writing of the date, time, format, and any presentation requirements.

5.4 Negotiations and Award

The Town may negotiate contract terms with the top-ranked proposer. If negotiations with the top-ranked proposer are unsuccessful, the Town may negotiate with the next-ranked proposer. The Town is not obligated to award a contract as a result of this RFP. The selected proposer must execute a contract with the Town before services may commence. The contract shall be substantially in the form described in Section VI.

SECTION VI CONTRACT TERMS

The following describes the general terms the Town anticipates including in the Town Attorney Services Agreement. These terms are subject to negotiation and may be modified by mutual agreement.

6.1 Contract Term

The initial contract term shall be one (1) year, commencing on the date of full execution. The contract may be renewed for up to three (3) additional one-year terms upon mutual written agreement of the parties, subject to annual appropriation of funds by the Board of Trustees. There is no guarantee of renewal.

6.2 Termination

Either party may terminate the contract for convenience with thirty (30) days' written notice. The Town may terminate the contract for cause immediately upon written notice if the Town Attorney fails to cure a material breach within ten (10) business days of written notice of such breach. Upon termination, the Town Attorney shall cooperate fully in the transition of all matters, files, and legal work to successor counsel.

6.3 Independent Contractor

The Town Attorney shall serve as an independent contractor and not as an employee of the Town. The Town Attorney shall be responsible for all taxes, insurance, and professional obligations arising from the provision of services under the contract.

6.4 Conflict of Interest

The Town Attorney shall comply at all times with the Colorado Rules of Professional Conduct governing conflicts of interest. The Town Attorney shall promptly disclose any actual or potential conflict to the Town and shall not represent any party adverse to the Town without written consent. The Town Attorney shall maintain a conflict-checking system and shall screen all new matters for conflicts with the Town's interests.

6.5 Confidentiality and Privilege

All communications, memoranda, and work product provided to the Town shall be subject to the attorney-client privilege and shall be maintained in confidence. Upon termination of the contract, all Town files and records in the Town Attorney's possession shall be returned to the Town or transferred to successor counsel as directed.

6.6 Insurance Requirements

Throughout the term of the contract, the Town Attorney shall maintain the following minimum insurance coverages:

- Professional Liability (Errors & Omissions): \$1,000,000 per claim / \$2,000,000 aggregate
- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Workers' Compensation: as required by Colorado law

The Town shall be named as an additional insured on the commercial general liability policy. The Town Attorney shall provide certificates of insurance upon request and shall provide thirty (30) days' advance notice of cancellation.

6.7 Billing and Payment

The Town Attorney shall submit detailed invoices on a monthly basis. Invoices shall describe each matter, the date of service, the attorney or paralegal performing the work, the time spent (in appropriate increments), and the applicable rate. The Town shall pay undisputed invoices within thirty (30) days of receipt.

6.8 Compliance with Law

The Town Attorney shall comply with all applicable federal, state, and local laws, regulations, and rules, including the Colorado Rules of Professional Conduct. The Town Attorney shall be and remain licensed to practice law in Colorado throughout the term of the contract.

SECTION VII GENERAL CONDITIONS AND RESERVATION OF RIGHTS

7.1 Public Record

All proposals submitted in response to this RFP become the property of the Town of Grand Lake and are subject to the Colorado Open Records Act (C.R.S. § 24-72-201 et seq.) upon award or rejection of all proposals. Proposers are advised that confidentiality of proposal contents cannot be guaranteed.

7.2 Reservation of Rights

The Town reserves the following rights, which it may exercise at any time and in its sole discretion:

- To reject any or all proposals, in whole or in part
- To waive informalities or irregularities in any proposal
- To issue addenda to clarify or modify this RFP
- To request additional information or clarification from any proposer
- To cancel this RFP at any time
- To re-issue this RFP with modified terms
- To negotiate with one or more proposers simultaneously
- To award a contract to other than the lowest-cost proposer
- To select no proposer and retain existing legal counsel

7.3 No Obligation

This RFP does not constitute a contract, agreement, or commitment by the Town to enter into any contract or to compensate any proposer for any costs incurred in preparing and submitting a proposal. The Town shall not be liable for any proposal preparation costs, regardless of the outcome of the procurement.

7.4 Non-Discrimination

All proposers shall comply with all applicable federal, state, and local non-discrimination laws and regulations. The Town of Grand Lake is an equal opportunity entity and encourages proposals from qualified firms and attorneys regardless of race, color, national origin, sex, disability, or age.

7.5 Representations

By submitting a proposal, each proposer represents that: (a) the proposal is made in good faith and without collusion; (b) the proposer has read and understood this RFP; (c) the proposer is qualified to perform the services described; and (d) all information submitted in the proposal is true and accurate.

7.6 Ethics and Colorado Law

All proposers and their principals shall comply with Colorado's Government Ethics Act (C.R.S. § 24-18-101 et seq.) and all applicable ethics laws governing interactions with public officials and employees.

SECTION VIII SUBMISSION INSTRUCTIONS

8.1 Deadline and Format

Proposals must be received by the Town no later than:

2:00PM, Mountain Time, on July 10, 2026

Proposals shall be submitted in PDF format. The Town prefers electronic submission. Proposers submitting electronically shall send their proposal to skudron@toglco.com with the subject line: "RFP-2026615 Town Attorney Services — [Firm Name]."

If hard copies are required, provide 1 copy delivered to: Town of Grand Lake, Attn: Steve Kudron, 1026 Park Ave, PO Box 99, Grand Lake, CO 80447.

8.2 Required Attachments Checklist

Proposals shall include the following:

1. Cover Letter (signed by authorized representative)
2. Firm or Attorney Overview
3. Qualifications and Relevant Experience Narrative
4. Key Personnel Information and Resumes
5. Approach to Scope of Services Narrative
6. Fee Proposal (may be submitted as separate attachment)
7. Minimum of three (3) Municipal References
8. Conflict of Interest Disclosure
9. Certificate(s) of Insurance or commitment letter
10. Acknowledgment of all Addenda issued
11. Any additional information (clearly labeled)

8.3 Proposal Validity

Proposals shall remain valid and may not be withdrawn for a period of ninety (90) days following the proposal submission deadline, unless the Town grants an extension by mutual agreement.

8.4 Incurred Costs

The Town shall not reimburse any proposer for costs incurred in preparing, submitting, or presenting a proposal in response to this RFP.

AUTHORIZED ISSUANCE

This Request for Proposals is issued by the Town of Grand Lake, Colorado, pursuant to authorization by the Board of Trustees.

<i>Steve Kudron</i> Signature	6.15.26 Date
Steve Kudron Printed Name	Town Manager Title