MYNATT MARTÍNEZ SPRINGER P.C.
ATTORNEYS

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July 7, 2021
VIA E-MAIL

Kristina Ortiz
City Clerk
City of Bayard
P.O. Box 728
Bayard, NM 88023
cityclerk@cityofbayardnm.com

RE: Legal Services for the City of Bayard

Dear Ms. Ortiz:

This letter follows our recent conversation regarding Officer Brandi Pyron. It is my understanding the City of Bayard is requesting a proposal from MYNATT MARTÍNEZ SPRINGER P.C. for limited representation of the City on employment matters related to Officer Brandi Pyron. It is my understanding your general counsel is prevented from advising the City in this matter due to a possible conflict. I have contacted Mr. Perkins' office regarding this matter and was advised that he is out of town through next Tuesday.

If the City desires to move forward with our services, the Firm's hourly rate for government entities ranges between $125.00 and $165.00 per hour depending on experience. My hourly rate is $165.00 per hour. I have enclosed an engagement letter which will need to be executed by your Mayor following approval by the governing body.

Thank you for contacting me regarding the provision of legal services to the City of Bayard. Our firm has over twenty years of experience representing and defending a variety of municipal and other government entities, including employment related matters. As such we have the experience, skill, and expertise allowing for risk assessment and the ability to advise our government clients as to their rights and obligations in any given matter, with the goal of avoiding pitfalls that can drag them into contentious litigation cases.

I look forward to working with you and meeting the governing body at its July 12, 2021 meeting. In anticipation of the meeting, please email me any documentation you have for this matter along with the City's personnel policy or handbook. If you have any questions or concerns, please do not hesitate to contact me. I can be reached at 575-524-8812 or via email at bjy@mmslawpc.com.

Sincerely,

MYNATT MARTÍNEZ SPRINGER P.C.

BENJAMIN J. YOUNG

BJY/cwb

TERMS OF MYNATT MARTÍNEZ SPRINGER P.C.'s ENGAGEMENT

This enclosure sets forth the terms by which MYNATT MARTÍNEZ SPRINGER P.C., a professional corporation ("MMS" hereafter), and the City of Bayard agree MMS will represent the City of Bayard with legal limited representation to advise the City on Human Resources issues surrounding Bayard Police Officer Brandi Pyron.

SERVICES TO BE PROVIDED BY MMS

1. As of the date set forth in the accompanying letter, MMS has been engaged to provide legal services to the City of Bayard in connection with the employment of Brandi Pyron, as described in the accompanying letter. If other matters are undertaken on behalf of the City, they shall be addressed in separate engagement letters.

2. In order to enable MMS to effectively render legal services, it is critical that the Client disclose all material facts to MMS and keep MMS apprised of all developments regarding the described representation. It is necessary that the Client cooperate with MMS in the matter and make himself/herself/itself reasonably available to attend necessary meetings, court appearances or other proceedings.

FEES

3. As compensation for the services to be performed by MMS, the Client will be required to pay fees to MMS at the hourly rates set forth below plus applicable gross receipts tax. All hourly rates are billed in minimum increments of two-tenths (2/10ths) of an hour.

Partners/Senior Counsel: $165.00
Associates: $125.00–$145.00
Paralegals: $90.00
Legal Assistants: $70.00

The Firm agrees to provide the City with limited legal representation to investigate, review policies, and advise the City on matters pertaining to Officer Pyron's employment.

4. MMS hereby reserves the right to adjust the basic hourly rates above based upon various factors including: the experience, ability, and reputation of the attorneys working on the matter; the nature of the engagement; the responsibilities involved and the results achieved. In the event the basic hourly rates are adjusted, MMS will provide the Client notice of such adjustment(s) by way of separate letter, and the Client will be deemed to have agreed to the new hourly rates and the new hourly rates will apply to all services rendered unless the Client objects within thirty (30) days after receiving the referenced letter. Although MMS will bill the Client at the rates and on the hourly basis herein described, MMS also reserves the right to adjust its bills based on the above-referenced factors and complexity of the matter and results obtained.

5. Time may include, without limitation, time spent waiting in court, time spent in travel, and time spent in office conferences between or among the legal personnel assigned to the

described representation. MMS shall assign legal personnel to the described representation in MMS's reasonable judgment, unless the Client otherwise directs in writing.

COSTS AND EXPENSES

6. The Client shall pay MMS, all costs and expenses incurred in performing legal services in connection with the described representation. The costs referred to are for services provided directly by MMS and for services provided by outside vendors or service providers. The costs and expenses may include, without limitation, telephone calls, messenger and other delivery fees, postage, charges for computer research and outside assisted legal research, travel expenses such as mileage, parking, airfare, meals and hotel accommodations (which shall be in addition to the hourly rates for travel time), photocopying and other reproduction charges, clerical staff overtime, word processing charges, charges for computer time, process server's fees, filing fees and other charges assessed by courts and other public agencies, court reporter's fees, jury fees, witness fees, and other similar items. MMS reserves the right to pass directly to the Client, and the Client agrees to pay promptly and directly, costs and expenses from outside vendors or service providers that exceed eight hundred dollars ($800.00).

BILLINGS

7. MMS will send the Client an itemized invoice for fees and costs incurred on a monthly basis. Invoices are due upon receipt and are considered past due after thirty (30) days. The Client agrees to promptly review MMS's billings upon receipt and, within thirty (30) days thereof, bring to MMS's attention any adjustments or reductions that the Client believes are necessary. The Client agrees that his, hers, or its failure to timely review the bills and bring any objections to MMS's attention shall constitute a waiver of any objection and shall be deemed acceptance of the propriety of its billings. For administrative convenience, the invoices will describe all the work done by an individual on a particular date and set forth the entire time billed for that work. Where more than one task is performed on a date, the time spent on each task will be separately stated.

8. If MMS's statements for services, costs and other charges are not paid when due under the terms of this Agreement, MMS reserves the right to charge and the Client agrees to pay simple interest at the rate of eighteen percent (18%) per annum on any unpaid attorneys' fees, costs and other charges from the date on which such payment is due until payment is received by MMS.

LIEN

9. The Client hereby grants MMS a lien on any and all claims and causes of action that are or may become the subject of MMS's representation under this Agreement. Specifically, MMS shall have a lien for all unpaid legal fees and costs owing to MMS at the conclusion of its services. The referenced lien shall attach to any recovery the Client may obtain, whether by settlement, arbitration award, jury verdict, court judgment or otherwise. A lien may also be recorded in the real property records in any county in which Client has real property.

DISCLAIMER

10. MMS has made no promise or guarantees to the Client concerning the outcome of the described representation or any limit or "cap" on fees and costs relating thereto (notwithstanding any estimate that may have been provided) and nothing in this correspondence is intended as such a promise or guarantee. Although MMS may, from time to time for the Client's convenience, furnish the Client with estimates of the amounts of fees which MMS anticipates will be charged with respect to services to be performed, such estimates are by their nature inexact and are not binding on either MMS or the Client.

TERMINATION OF SERVICES

11. The Client shall have the right, at any time, to terminate MMS's services upon written notice to MMS and MMS shall immediately after receiving such notice cease to render additional services. Such termination shall not, however, relieve the Client of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

12. Similarly, MMS shall have the right to terminate this representation and the Client shall take all steps necessary to free MMS of any obligation to perform further, including, without limitation, the execution of any documents necessary to complete MMS's discharge or withdrawal. The right of MMS hereunder is in addition to those created by statute or recognized by the Rules of Professional Conduct.

13. The Client and MMS agree that this enclosure and the accompanying letter constitute the entire agreement between them regarding the representation described herein and that this enclosure and the letter supersede any and all other agreements, understandings, negotiations or discussions (whether oral or in writing, expressed or implied) between them regarding the referenced representation. The Client and MMS agree that the terms of this enclosure and the accompanying letter cannot be amended, revised or modified except by a writing signed by both the Client and MMS.

PROCUREMENT

14. Client is a New Mexico municipality and procured MMS's services through the small purchase exception to the New Mexico Procurement code. This agreement was approved at a duly noticed meeting by a majority vote of a quorum of the governing body on July 12, 2021. Mayor Chon S. Fierro is the official authorized to sign this agreement.

AGREED AND ACCEPTED:

Date: 7/8/21

Chon S. Fierro, Mayor
City of Bayard