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January 6, 2023

VIA ELECTRONIC AND REGULAR MAIL

Town of Saratoga
c/o Mayor Chuck Davis
P.O. Box 486
Saratoga, WY 82331
cldavis1104@gmail.com

Re: Representation Agreement

Dear Mayor Davis,

Thank you for the opportunity to represent the Town of Saratoga ("Client"). This letter will confirm that Sundahl, Powers, Kapp & Martin, LLC ("SPKM") will represent Client with regard to various matters as requested by the town council. Those matters include the following:

- Stevens v. Town of Saratoga, *et al.*, Docket Nos. CV-13-124, CV-13-123, CV-09-284
- Finalizing transfer of Corbett Medical Building to Valley Village Child Care
- Handling all aspects of Saratoga Municipal Court and criminal prosecution

At this time, SPKM does not represent Client regarding any other matters but we are willing to discuss representing Client in other matters as needed. The purpose of this letter is to provide Client with a memorandum of the terms and conditions upon which legal services will be rendered.

Patrick Brady and I will be the attorneys primarily responsible for these matters. The firm will utilize other attorneys and our paralegal where appropriate to reduce the cost of services. The hourly rate of partners is \$220.00 per hour. The hourly rate of associates is \$170.00. Our paralegal's hourly rate is \$85.00. Travel time will be billed by attorneys at \$100.00 per hour plus the current IRS standard mileage rate. The minimum billing increment will be six minutes, or one-tenth of an hour.

In connection with the representation, our services may include investigation, research and analysis of legal and factual issues in the matters, analysis of applicable law, negotiations with opposing counsel, drafting and preparation of documents, review and comment on documents prepared by others, and written and oral communications with other parties and Client. If Client requests we represent it in connection with litigation, then our services may include filing suit, litigating, and appealing cases. We understand that Client will provide us with the factual information and documents we require to perform the services, will make decisions and determinations as necessary or appropriate to facilitate the rendering of our services, will be available to assist us in the progress of our representation, and will remit payment of our invoices in accordance with the terms set forth below.

We will report regularly on the status of the representation and on significant developments as they occur. It is also our practice to provide copies to Client of significant documents and to inform you of significant communications in each matter.

We communicate, from time to time, with our clients using fax, cell phones, and email. As you are no doubt aware, these forms of communication are not secure against unauthorized access. These forms of communication do not ensure the confidentiality of their contents and there is, therefore, some risk of disclosure and loss of attorney-client privilege in using these forms of communication. If Client objects to our using any one or more of these forms of communication, please let us know immediately and we will attempt to honor that request.

We will provide you with a detailed, itemized statement for the professional services performed each month. All invoices are due upon receipt. If this ever becomes a problem, please contact our office manager immediately so that arrangements can be made for payment.

If you have any questions or concerns about a bill or statement, it is important for you to first bring it to the attention of the attorney upon immediate receipt of the bill. In no event must this occur more than 10 days after the invoice mailing date. Adjustments will be made where appropriate.

If any dispute or question remains unresolved after appropriate adjustments are made you or the attorney shall have this matter arbitrated by the Committee on the Resolution of Fee Disputes. The Committee may be reached through the offices of the Wyoming State Bar at (307) 632-9061. The Wyoming Rules for Fee Arbitration adopted by the Wyoming Supreme Court will apply. The attorney will provide copies of those rules to you upon written request.

You will be responsible for all costs advanced and expenses incurred related to the performance of legal services in this matter. Those costs may include service of process fees, filing fees, photocopies, legal research subscription fees, travel expenses, and court reporter expenses. We will not incur travel expenses without obtaining your prior authorization.

Client may discharge SPKM at any time. SPKM may withdraw with the Client's consent or for good cause. Good cause includes Client's breach of this engagement letter agreement, Client's refusal to cooperate with us or to follow our advice on a material matter, or any fact or circumstance that would render our continuing representation unlawful or unethical.

If you are in accord with this agreement, please sign a copy of this letter agreement and return it to me. A fax or e-mail return copy is satisfactory.

We look forward to working with you and trust that you will find that our services meet and exceed your expectations. As always, if you have any questions, please feel free to contact me.

Yours very truly,



Jane M. France

The foregoing has been received, understood and agreed to according to the terms set forth therein on this ____ day of January 2023.

Town of Saratoga

By: **Chuck Davis, Mayor**