

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 57, SERIES 2023**

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR  
MUNICIPAL LEGAL SERVICES**

**WHEREAS**, the Town Council of the Town of Timnath (the “**Town**”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, attached hereto as **Exhibit A** is the Professional Services Agreement for Municipal Legal Services between the Town and Dietze & Davis, P.C., dated September 12, 2023, (the “**ICA**”); and

**WHEREAS**, the Town Council is familiar with the PSA and finds it to be in the best interest of the Town, its residents, and the general public to enter into the agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:**

**Section 1. Approval**

The PSA is hereby approved, authorized, and ratified in substantially the form attached hereto as **Exhibit A**, with such modifications and additions as the Town Manager, in consultation with legal counsel, determines to be necessary and appropriate to protect the interests of the Town or effectuate the purposes set forth herein and not otherwise inconsistent with this resolution. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON SEPTEMBER 12, 2023.**

**TOWN OF TIMNATH, COLORADO**



Brett Hansen, Mayor Pro Tem

**ATTEST:**



Milissa Peters-Garcia, CMC  
Town Clerk



**EXHIBIT A**

ICA

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF TIMNATH  
AND DIETZE AND DAVIS, P.C.**

This Professional Services Agreement (the "**Agreement**"), is made by and between the Town of Timnath (the "**Town**") and the undersigned contractor (the "**Contractor**"). Town and Contractor shall be collectively referred to herein from time to time as the "**Parties**".

WHEREAS, the Town desires to retain Contractor and Contractor desires to be retained to provide the professional Services defined in paragraph 1.C below (the "**Services**").

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, the Parties hereto agree as follows:

**1. BASIC TERMS:**

a. Name, Address, and Phone Number of the Parties.

- i. Town:  
Town of Timnath  
C/O Town Manager  
4750 Signal Tree Drive  
Timnath, Colorado 80547
- ii. Contractor:  
Dietze and Davis, P.C.  
C/O Carolyn Steffl  
2060 Broadway, Suite 400  
Boulder, Colorado 80302

b. Exhibits and Attachments. All attachments specifically referred to herein shall be deemed incorporated herein by reference as if fully stated herein. Due to the day to day nature of the professional services relationship between Contractor and the Town, the Parties acknowledge that informal amendments to exhibits or attachments may occur by custom and practice; however, the Parties agree that no such amendment shall occur which is directly in conflict with a specific provision hereof without prior approval by the Timnath Town Council (the "**Council**") on behalf of the Town as evidenced by written amendments hereto. This Agreement may also be amended by replacement of any Section herein in writing and initialed by the Town and Contractor.

c. Scope of Services. The "**Scope of Services**" attached hereto as **Exhibit A** defines generally the "**Services**" that Contractor will continue to provide to Town, subject to such direction as may be provided to Contractor by the Town.

d. Titles. Ms. Carolyn Steffl shall be designated as the "Town Attorney" and shall

direct the provision of Services to Town on behalf of Contractor. Notwithstanding such reference, Contractor is solely liable to the Town for performance of this Agreement and Contractor, not Ms. Steffl individually, shall be responsible directly to the Town for Services provided by Contractor. No individual employee of Contractor shall be considered or deemed to have personally undertaken the obligations of this Agreement or to have personally guaranteed the performance hereof by Contractor. Ms. Steffl may hold herself out as the Town Attorney to persons doing business with, residing in, or otherwise dealing with Town, and may utilize business cards prepared by Town for such purposes.

e. Compensation. Fees for the Services shall be invoiced to the Town not later than the tenth (10<sup>th</sup>) day of each month in amounts subject to the following provisions, and the Town shall pay such amounts within sixty (60) days of receipt of the invoice. Bills received after the tenth (10<sup>th</sup>) day of the month will still be processed, though payment may be delayed.

- i. Compensation rates may be adjusted each calendar year, starting January 1, 2025, increasing by a maximum of 5%. Any increase above 5% above the previous year must be approved by the Council.

f. Term and Termination. Notwithstanding the date of execution hereof or the date of ratification by the Town of the execution hereof, Contractor is engaged pursuant to this Agreement commencing September 12, 2023 and continuing through December 31, 2024 (the "**Initial Term**"), subject to annual budget appropriation. Fees for Services will be billed and itemized monthly per existing invoice formats. Upon the expiration of the Initial Term, this Agreement shall be deemed automatically extended for successive additional twelve (12) month terms ("**Additional Term(s)**") until such time as this Agreement is terminated by formal Council action to terminate. Contractor further agrees that this Agreement shall be subject to periodic audits as requested by the Town to confirm the reasonableness of Contractor's time billed and Contractor's billable rates, and Contractor agrees to cooperate in providing documentation reasonably necessary to assist the Town in performing such audits upon request of the Town.

The Parties acknowledge that the engagement created by this Agreement may be terminated for convenience at any time by the Town. The compensation provisions set forth above shall be binding through the date Services are terminated. The Town shall have the unfettered right to take formal action to terminate this Agreement. Contractor shall that the right to terminate this agreement and withdraw from representation of the Town if the Town fails to fulfill its obligations under this Agreement, including its obligation to pay Contractor's fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon reasonable notice to the Town.

**2. CONTRACTOR NOT EMPLOYEE.** Contractor is an independent contractor and not an employee, partner or agent of the Town and, as such, is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Contractor shall, at all times, have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Contractor or Contractor's employees be considered employees or agents of the Town. The Services set forth in this Agreement shall be provided by Contractor using its own office space, employees, supplies, and resources sufficient

to meet the needs of the Town as directed by Council.

**3. SPECIAL PROVISIONS. Exhibit B** contains special provisions which are deemed a part of this Agreement. The application of certain provisions of **Exhibit B** may be limited to specific Services set forth in **Exhibit A**. Unless such limitations are set forth, all provisions of **Exhibit B** are intended to apply to all provisions of this Agreement and all Services set forth in **Exhibit A**. In the event of any conflict between the terms in the body of this Agreement and **Exhibit A**, on the one side, and the terms in **Exhibit B**, on the other side, the terms in the body of this Agreement and **Exhibit A** shall prevail.

**4. COLORADO CONSTITUTION, ARTICLE X, SECTION 20.** Notwithstanding other provisions in this Agreement to the contrary, if any, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). Consistent with **TABOR**, the Town's payment obligations to Contractor in any year following the year of the execution hereof are not intended to and do not constitute a multi-year fiscal obligation to the Town. All financial obligations of the Town under this Agreement are subject to the annual appropriation of sufficient funds for the same by the Council, acting in its sole and exclusive discretion. In the event of non-appropriation which occurs as set forth herein, this Agreement shall automatically terminate upon the first day of the fiscal year for which funds are not appropriated and neither Party shall have any continuing obligation to the other under this Agreement except as explicitly provided herein.

**5. CONFIDENTIALITY.** The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et. seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. Discussion of public information only, such as publicly posted agendas, shall not be deemed a breach of confidentiality. Any documents (originals or copies) or other materials provided by the Town to the Contractor shall remain the property of the Town, and shall be returned to the Town upon its request or upon termination of this Agreement. Subject to the Colorado Rules of Professional Conduct, the Contractor may make and retain copies of such documents and materials. The requirements of this Section shall survive the termination of this Agreement.

**6. MISCELLANEOUS PROVISIONS.**

a. Severability/Governing Law. This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

b. Entire Agreement. It is understood that there are no oral agreements between the Parties hereto effecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. Except as set forth in Section 1(b), no provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

c. Waiver and Modification. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Services hereunder by Town shall not be deemed to be a waiver of any previous breach by Contractor of any term, covenant or condition of this Agreement. Except as set forth in Section 1(b), no modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of any breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon approval by the Council, it is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without formal approval of the Council.

d. Headings. The headings and titles in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

e. Time. Time is of the essence of this Agreement, and each and all of its provisions in which performance is a factor.

f. Corporate Authority. If Contractor is a corporation, an LLC, an LLP, a limited partnership, a general partnership, an LLLP, or other non-natural entity, each individual executing this Agreement on behalf of said entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity, and that this Agreement is binding upon said entity in accordance with its terms.

g. Notices. Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given:

- i. On the date and at the time of delivery if delivered personally to the Party to whom notices is given at the address specified in Section 1, above;
- ii. On the date of delivery or attempted delivery during normal business hours shown on the return receipt if mailed to the Party to whom notices is to be given by first class mail, sent by registered or certified mail, return receipt

requested, postage prepaid and properly addressed as specified in Section 1, above; or

- iii. Within twenty-four (24) hours after deposit with a nationally recognized overnight courier or messenger service, properly addressed as specified in Section 1, above.
- iv. Either Party may change such address by fifteen (15) days written notice to the other provided, however, the Parties may not designate more than one place and address to received notices as provided in this Agreement.

h. Non-Assignment. This Agreement is an agreement for Services by which Contractor was selected for Contractor's special expertise. This Agreement may not be assigned by either Party.

i. Performance In-State. To the extent not previously disclosed in accordance with C.R.S. § 24-102-206, the Contractor shall provide written notice to the Town within twenty (20) days following the earlier to occur of Contractor's decision to perform any Services outside of the State of Colorado or the United States, or its execution of an agreement with a subcontractor to perform, any Services outside the State of Colorado or the United States. Notwithstanding the foregoing, an employee of Contractor may perform services, including telephone or zoom calls, from outside of Colorado while temporarily out-of-town for vacation, business, or personal reasons for up to thirty days without such advanced notice.

j. Safeguarding PII. For purposes of this Agreement, "PII" means personally identifiable information including, without limitation, any information maintained by the Town about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information; and all information defined as "personally identifiable information" in C.R.S. §§ 24-72-501 or 24-73-101 or as "personal identifying information" as set forth at C.R.S. § 24-74-102, et. seq. If the Contractor will or may receive PII under this Agreement, the Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. §§ 24-73-101 et seq.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of this 12<sup>th</sup> day of September, 2023.

**TOWN OF TIMNATH**

DocuSigned by:  
By:  Aaron Adams   
A7C88DDD439C4A6...

Title:  Town Manager

**ATTEST**

DocuSigned by:  
By:  Milssa Peters-Garcia   
07A6AF3B02114D7...  
Town Clerk

**CONTRACTOR: DIETZE AND DAVIS, P.C.**

DocuSigned by:  
By:  Carolyn Steff   
F44B3963ECD949F...

Title:  Town of Timnath Attorney



**EXHIBIT A**  
(Scope of Service)

General Counsel Scope of Work

The following items are expected to be addressed based on priorities established in consultation with the Council and / or the Town Manager or Department Directors. Specific details, strategies, and objectives of each task will be developed with, and reported to the Council on an as-needed basis, typically in Executive Sessions and / or in attorney/client privileged memoranda or electronic mail communications.

1. General Counsel. General Counsel will serve as general legal counsel to the Town, Timnath Landings General Improvement District (“**TLGID**”) and the Timnath Development Authority (“**TDA**”). This work will include the following, as requested from time to time by the Town, the Council, TLGID, and TDA:

- Attending meetings of the Council, TLGID, and TDA Board and providing legal advice as necessary.
- Reviewing and assisting with the negotiation of and drafting of contracts between the Town, TLGID, TDA, and their vendors.
- Reviewing and assisting with the negotiation and drafting of contracts, such as annexation agreements, subdivision improvement agreements, service plans, etc. between the Town, TLGID, TDA, and developers or other parties as needed, and which shall be invoiced to the Town pursuant to the provisions of Paragraph (l)(e) of the Agreement.
- Reviewing and assisting with the negotiation and drafting of contracts between the Town, TLGID, TDA and their employees and consultants, and advising the Town in connection with personnel related matters.
- Advising the Town, TLGID, and TDA with regard to conducting their meetings in a manner that complies with best practices and state law.
- Advising the Council concerning proposed ordinances and resolutions and drafting such on request.
- Assisting the Town, TLGID, and TDA in responding to CORA requests and developing policies concerning CORA, records retention, elections, etc.
- Assisting the Town, TLGID, and TDA with the development of updated policies in a variety of areas including public works bidding, IT security, special district controls, personnel handbooks, bylaws, etc.
- Attending meetings with Town Councilmembers, committees, staff and /or consultants upon request to discuss items such as meeting agendas, pending projects, legal questions, risk reduction, and contract strategy.
- Providing the Town, TLGID, and TDA with all other required legal services. In the event that Contractor determines that a particular task would pose a conflict of interest or would be outside of the scope of the proficiency and skill-set of Contractor, Contractor will notify the Town and advise the Council on the retention of special counsel for these services.

2. Templates. Maintain and make model agreements for "templates" for future agreements such as annexation agreements, subdivision improvement agreements, independent contractor agreements, and service plans so future agreements are consistent in style and general content. Policy recommendations will be made as to vesting, acceptance of facilities, security for improvement obligations, self- help remedies and other enforcement and collection provisions, etc.

3. Policy Development. Policy recommendations will be made on an ongoing basis with regard to business practices for processing development applications. These will include systems for processing annexation petitions and assuring compliance with the Town's comprehensive plan. Policies will be recommended for vesting, sales tax sharing, and other business items of common negotiation with the business and development community. Finally, a policy will be recommended with respect to the contract negotiation process to assure uniform distribution of information among Council members. Policy decisions are ultimately the decision of the Town.

4. Reimbursement Agreements. If requested by the Town, a review will be made of all reimbursables due to the Town to develop negotiation and collection strategies, and to monitor ongoing enforcement of contracts. This may include development of accounts receivable management protocols, as well as standard collection, lien and enforcement practices.

5. Comprehensive Plan and Land Use Codes. This matter will also be reviewed with the Town's general counsel to ensure that the comprehensive plan is updated regularly as required by statute consistent with development of a Town annexation boundary, and that land use codes are updated, codified, and reviewed regularly to deal with zoning applications made in conjunction with annexation petitions.

6. Statewide Legal and Policy Issues Affecting Town and TDA. Monitor the development of, and advise Council as to its opportunities to develop, policies regarding matters that arise from time to time at a statewide level that have policy implications for the Town.

7. Future Development Opportunities. This work will focus on developing strategies, term sheets, and contracts for potential new retail, manufacturing, or industrial businesses in the Town.

**EXHIBIT B**  
**SPECIAL PROVISIONS**

The following terms from the Letter of Engagement from Dietz and Davis, P.C. to the Town of Timnath dated August 28, 2023 shall constitute the Special Provisions of this Agreement.

See attached



**DIETZE AND DAVIS, P.C.**  
ATTORNEYS AT LAW

*Serving the West from Boulder since 1972*

Robyn W. Kube  
Karl F. Kumli, III\*†  
Carmen S. Danielson  
Renée Ezer\*  
Stephen A. Closky  
Tucker M. Katz  
Mark D. Detsky  
William A. Rogers, III  
Joshua E. Anderson  
Jennifer L. Lorenz  
Gabriella Stockmayer  
Carolyn R. Steffl  
Nathan A. Klotz

Siena Square Building  
2060 Broadway, Suite 400  
Boulder, Colorado 80302  
Telephone (303) 447-1375  
Fax (720) 805-2051  
www.dietzedavis.com

Email: csteffl@dietzedavis.com

\*Christina M. Gonsalves  
\*\*Matthew C. Nadel  
Daniel Rubin

Of Counsel:  
Joel C. Maguire  
Star L. Waring  
Nicholas G. Muller

*\*Also admitted in California*  
*†Also admitted in New Mexico*  
*\*\*Also admitted in Wyoming*

Peter C. Dietze 1934-2019  
Joel C. Davis 1936-2013

August 28, 2023

Town Council  
Town of Timnath  
4750 Signal Tree Drive  
Timnath, CO 80547

**Sent via email only to:** [lgagliardi@timnathgov.com](mailto:lgagliardi@timnathgov.com) and [aadams@timnathgov.com](mailto:aadams@timnathgov.com)

Re: Agreement for Legal Services

Dear Town Council:

On behalf of Dietze and Davis, P.C., we are happy to continue to provide general counsel legal services to the Town, with Carolyn Steffl to serve as the primary Town Attorney. The purpose of this letter is to confirm the terms upon which our services will be provided. This letter updates and replaces prior engagement letters with the Town.

**Scope of Work**

Legal services to be performed by Dietze and Davis, P.C. are: general counsel legal services on matters referred to us by the Town Council, Town Manager or other Town staff or consultants, such as ordinances, resolutions, contracts, general municipal matters and legal disputes, and including attending bi-monthly Town Council meetings, planning commission meetings as needed and requested, and other meetings as requested. Carolyn will aim to work from the Town Center building at least a couple of days a month, typically on Town Council days and subject to availability of space at the building.

Town of Timnath  
August 28, 2023  
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**Billing Rate**

Beginning on July 1, 2023, the billing rate for the responsible attorney, Carolyn Steffl, will be \$295 per hour for the remainder of 2023 and 2024. The hourly billing rate for other attorneys in the Firm range from \$200 to \$350 per hour, and paralegals bill at \$115 to \$140 per hour. We will notify you in advance of the hourly rate of any other attorneys in the Firm providing services hereunder in excess of the rate for Carolyn Steffl. We will bill monthly, and you agree to pay us in accordance with the Professional Services Agreement.

**Responsibility of the Firm/Attorney**

I will have primary responsibility for your representation and will utilize other Firm lawyers and paralegals, as I believe appropriate under the circumstances. We will provide legal counsel to you in accordance with this letter and in reliance upon information and guidance provided by you. We will keep you reasonably informed of progress and developments and respond to your inquiries.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

**Responsibility of the Client**

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to your representation, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You also will make appropriate personnel reasonably available to attend meetings and other proceedings. You agree to pay our statements for services and other charges in the Professional Services Agreement and as stated below. The continued acceptance of these services constitutes an agreement to pay for them.

**Attorney Fees**

Our fees will be based on the amount of time spent on your behalf. Each lawyer and paralegal have an hourly billing rate based generally on experience and special knowledge. My time is currently billed at the rate stated above; the hourly billing rates for other attorneys in the Firm range from \$200 to \$350 per hour. We will notify you in advance of the hourly rate of any other attorneys in the Firm providing services hereunder in excess of the rate for Carolyn Steffl. Paralegal time is billed at rates in the range of \$115 to \$140 per hour. These billing rates may be adjusted as stated in the Professional Services Agreement. When we change rates, we will advise you in writing before undertaking any work at rates different from those listed above.

It is understood that the hourly time charges include, but are not limited to, telephone conferences, office conferences, legal research, review of file materials and documents,

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drafting of documents, memoranda and correspondence, electronic correspondence (email), travel time (charged at ½ the hourly rate for travel to/from regular Town Council or Planning Commission meetings), court appearances, attendance at Town Council meetings, and preparation for each occurrence above, as appropriate. In addition, we reserve the right to impose an Opinion Fee, not to exceed \$2,000 per transaction, in connection with providing a legal opinion related to public financing by the Town, a related entity or a special district within the Town.

### **Costs**

It is further understood that actual costs, including, but not limited to long distance telephone calls, photocopies, printing, mileage, parking fees, court filing fees, recording fees, computerized legal research, postage, service of process, and transcripts will either be paid by this Firm and then billed to you, or sent to you for direct payment.

Any estimate of fees and costs that we may have discussed represents only an estimate, unless we agree in writing to a not-to-exceed amount for a specific project. Notwithstanding the foregoing, it is agreed that we must obtain your approval of any individual costs of over \$250.00 prior to incurring those costs. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the outcome of the matter.

### **Statements and Payment**

Bills will be submitted to you on a monthly basis. Payment may be made by cash, check, VISA, MasterCard, American Express or Discover Card. For your convenience, you may provide advanced authorization for the Firm to charge the amount billed each month directly to your credit card. In the event of failure to promptly pay any monthly statement upon its receipt, the Firm, after notice to and discussions with you, may decide to terminate legal representation. Interest may be charged at the rate of twelve percent (12%) per annum, compounded annually, on any amount more than sixty (60) days past due.

You agree to make an effort to bring any disputes or questions as to fees or costs to the attention of the responsible attorney or our bookkeeper, in writing, within fifteen days of receipt of the bill. However, the failure to raise any disputes or questions within that time, or any payment of any bill, shall not constitute a waiver of any of your rights to object to a bill or the underlying services.

### **Termination or Withdrawal**

You may terminate our representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly

Town of Timnath  
August 28, 2023  
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transition of the matter. We may withdraw from representation if you fail to fulfill your obligations under this agreement, including your obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon reasonable notice to you.

**Document Retention**

Upon termination of further representation of you, any original documents or property provided by you will be returned to you promptly upon receipt of payment for outstanding fees and costs and upon your written request. The Firm will retain its own files pertaining to the matter, in electronic form, for a reasonable length of time. Requests for copies of any documents should be made promptly upon termination of representation.

**Electronic Signatures**

The parties agree that this agreement may be electronically signed. Electronic signatures appearing on this agreement have the same validity and enforceability as handwritten signatures.

**FOLLOWED BY SIGNATURE PAGE**

Town of Timnath  
August 28, 2023  
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Very truly yours,

DIETZE AND DAVIS, P.C.

  
\_\_\_\_\_  
Carolyn R. Steffl, Esq.

Agreed to this 12 day of <sup>September</sup>~~August~~, 2023.

TOWN OF TIMNATH

  
\_\_\_\_\_  
By: Brett Hansen

As: Mayor Pro Tem