



Hall Angell & Associates LLP
Attorneys at Law

Blake G. Hall
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October 11, 2024

Sent via email: baileysmith@tetoncountyidaho.gov

Teton County
150 Courthouse Drive
Driggs, ID 83422

Re: On Time Financial Teton County Case No. CV-2007-009

Dear Bailey:

Thank you for asking Hall Angell & Associates, LLP to represent the Teton County in regard to the attempts by On Time Financial to reopen Teton County Case No. CV-2007-009. We look forward to working with you and appreciate the confidence you have placed in us. This letter confirms our engagement, summarizes our understanding of our representation of the County, and explains certain aspects of how we will undertake such representation.

You have asked us to represent Teton County in Teton County Case No. CV-2007-009. At this point, we are unaware of any actual or potential conflicts of interest associated with our representation of you as described above. If we determine in the future that a conflict of interest exists, or may exist, as a result of our representation of you, we may be precluded from continuing to represent you, and we reserve the right to withdraw as your legal counsel in that event. Similarly, if you are or become aware of any facts that suggest the existence, or potential existence, of a conflict of interest associated with our representation of you, please promptly inform me of the same.

Please be aware that you have the right at any time to terminate our representation for any reason. If our representation is terminated, you will still be obligated to pay for all services rendered and all costs and expenses paid or incurred up to the time of termination.

Please also be aware that we have the right to withdraw from representation of you if, among other things, you fail to cooperate or follow our advice on any matter, or if any fact or circumstance comes to our attention that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inadvisable. If we withdraw from representation, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred up to the time of withdrawal.

I contemplate that the matter described above will be staffed by myself and one or more of my associate attorneys. My hourly rate for this work is \$250.00. My associate attorneys' hourly rate for this work is \$200.00. It is possible that other attorneys and/or services providers may be



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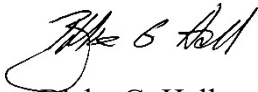
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called upon to work on your behalf. In each such case, the names and hourly rates of such attorneys and/or service providers will appear on our monthly statements. An invoice will be sent to the County at the end of each month which will include a bill for services rendered.

We believe that this letter covers the essential elements of our engagement. If for any reason this letter does not accurately reflect your understanding of the terms of our engagement, please let me know immediately. Otherwise, please indicate your acceptance of these terms by signing and dating this letter where indicated below and returning it to me as soon as possible. Additionally, the Board of County Commissioners should make a finding of necessity on the record to employ outside counsel. In any event, unless we hear from you to the contrary, we will proceed with our representation of you on the terms described in this letter.

I look forward to representing you going forward.

Sincerely,



Blake G. Hall
of Hall Angell & Associates, LLP

Approved, accepted, and agreed to by:

Bailey Smith
Teton County Prosecutor

Date: _____

Cindy Riegel
Teton County Commissioner

Date: _____

Bob Heneage
Teton County Commissioner

Date: _____

Michael Whitfield
Teton County Commissioner

Date: _____