

March 22, 2021

Via Email to: cerickson@co.weber.ut.us

Weber County
Attention: Courtlan Erickson
Deputy County Attorney
Weber County Attorney's Office, Civil Division

RE: Engagement of Snow Christensen & Martineau

We very much appreciate the County's decision to select our firm to represent the County and provide legal services in connection with the matters discussed below. This letter will describe the terms and conditions by which the firm provides those services.

1. **CLIENT** Our client in these matters will be Weber County (the "Client" or "You").

2. **SCOPE OF ENGAGEMENT.** We have been engaged to represent the Client in connection with four properties the County has determined is necessary to acquire by negotiation or condemn if necessary. Those properties are owned by the following property owners:

Gary Hipwell, aka the Gary & Tahna Hipwell Family Trust
Garilyn H. Nelson & Janica K. Nelson
Kim D. Nelson
Kenneth Arnold Hipwell Trust

We have agreed to advise you and provide services in connection with these acquisitions as you require, from simply offering advice to handling the negotiations or condemnations from start to finish as you deem appropriate. We have agreed that our engagement is limited to performance of services related to those matters.

FEES. The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. We bill in tenth of an hour increments. Although staffing decisions sometimes change, we presently plan to staff your case with the following professionals:

Michael R. Carlston
Samuel Alba
Shawn E. Draney
Rodney R. Parker
Richard A. Van Wagoner
Andrew M. Morse
Robert C. Keller
Camille N. Johnson
E. Scott Awerkamp
Korey D. Rasmussen
David L. Pinkston
Ruth A. Shapiro
Brian P. Miller
Keith A. Call
Heather S. White
Robert W. Thompson
Scott H. Martin
Bradley R. Blackham
D. Jason Hawkins
Richard A. Vazquez
P. Matthew Cox
Steven W. Beckstrom
Scott Young
Nathan A. Crane
Scott C. Powers
Christopher W. Droubay
Nathan R. Skeen
Dani N. Cepernich
Robert B. Cummings
Adam M. Pace
Jeremy S. Stuart
Nathanael J. Mitchell
Jonathan G. Miller
Matthew B. Purcell
Erik R. Hamblin
Andrew L. Roth
Bryson R. Brown
Amanda B. Mendenhall
Rachel E. Phillips
Erika M. Larsen
Kendra M. Brown
Taylor P. Kordsiemon
M. David Steffensen

OF COUNSEL

A. Dennis Norton
John E. Gates
Max D. Wheeler
Michael T. Lowe
David W. Slaughter
Daniel D. Hill
Dennis V. Dahle
Maralyn M. English
Shirlene Bastar

<u>Name</u>	<u>Hourly Rate</u>
Robert C. Keller	\$280
Dani N. Cepernich	\$250
Nathan M. Mitchell	\$235

Our billing rates are determined by the novelty and difficulty of the questions involved; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances; the amount involved; and the results obtained. These rates are consistent with the rates charged to our other municipal clients. They are subject to change from time to time. You agree to compensate us at these rates for services we render on your behalf.

3. **RETAINER.** It is our policy to obtain an advance retainer from new clients, and from existing clients under certain circumstances to secure the payment of our fees and recoverable expenses which are either billed and unpaid or incurred but as yet unbilled. However, we have agreed not to require a retainer at this time because of our past relationship with you.

4. **EXPENSES.** We will include on our statements separate charges for performing services, such as messenger and delivery service, travel, and search and filing fees. Such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. You also agree to pay the charges for copying documents if provided by you for retention in our files. You authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in the litigation. Their fees and expenses generally will not be paid by us, but will be billed directly to you. You agree to pay those expenses within 30 days of receipt.

5. **ESTIMATES.** The fees and costs relating to these matters are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete these matters. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that the Client's obligation to pay the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

6. **PAYMENT OF STATEMENTS.** Our billing statements are due and payable upon receipt because there is generally a time lag between the rendering of our services and the submission of our statement. Our bills will be sent via email to the County Engineer Gary Myers at gmyers@co.weber.ut.us with a copy to you at the above email address. We request and expect payment of our statements on a current basis, as delayed payment adds to our overall costs of doing business. All past due amounts bear interest at the rate of 16% per annum if more than 60 days past due, retroactive to the date of invoice. If any statement remains unpaid for more than 90 days, we may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses.

7. **CLIENT RESPONSIBILITIES.** You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, email address, or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you.

8. **ADVICE ABOUT POSSIBLE OUTCOMES.** Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning discrete issues or various courses of action and the results that might be anticipated. Any such statement made by any lawyer 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.

9. **TERMINATION OF ENGAGEMENT.** The Client may at any time terminate our services and representation upon written notice to us. Such termination shall not, however, relieve the Client of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the Client through the date of termination.

We reserve the right to withdraw from representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above transaction, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

10. **CONCLUSION OF REPRESENTATION; RETENTION AND DISPOSITION OF DOCUMENTS.** Unless previously terminated, our representation of the Client in this matter will terminate upon our sending you our final statement for services rendered in these matters. At your request, your papers and property will be returned to you. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible

for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement without further notice to you. The Firm uses cloud-based services for document and file storage and email for communication. The Client consents to our use of cloud-based services and storage of its documents and files and email for communications.

11. **POST-ENGAGEMENT MATTERS.** You are engaging the firm to provide legal services in connection with the matters described above. After the transaction concludes, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the transaction to provide additional advice on issues arising from the transaction, the firm has no continuing obligation to advise you with respect to future legal developments.

12. **IN-FIRM PRIVILEGE CONSENT.** From time to time, issues arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. These might include, for example, conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Normally, when such issues arise, we seek the advice of our Firm counsel, who is an expert in such matters. We consider such consultations to be attorney-client privileged communications between Firm personnel and the counsel for the Firm. A few courts, however, have held that under some circumstances such communications involve a conflict of interest between the client and the Firm and that our consultation with Firm counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with Firm counsel. We believe that it is in our clients' interest, as well as our own interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside counsel, we have your consent to do so and that our representation of you shall not thereby waive any attorney-client privilege that the Firm may have to protect the confidentiality of our communications with counsel.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to its subject matter and no modification or waiver of any provision hereof shall be valid unless it be in writing and signed by both parties. The Agreement shall be construed in accordance with the laws of the State of Utah.

As you know the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Please review this letter carefully. Because we want you to feel this Agreement was made at arm's length, we advise and recommend that you obtain independent legal counsel to review and advise you on the terms of this Agreement if you feel it appropriate. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me.

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Our goal is to provide outstanding legal services on the most cost-efficient basis possible. If at any time you wish to discuss either our billing policies and procedures generally or a specific billing statement, we encourage you to contact us.

Sincerely,

SNOW CHRISTENSEN & MARTINEAU



Robert C. Keller

RCK/zbh

ACCEPTED AND AGREED TO:

WEBER COUNTY

By: _____
James H. "Jim" Harvey
Chair, Weber County Board of County Commissioners

PAYMENT INSTRUCTIONS

MAIL TO:

Snow Christensen & Martineau
10 Exchange Place, 11th Floor
Salt Lake City, UT 84111

WIRES SHOULD BE SENT TO:

Snow Christensen & Martineau
Trust Account
Zions Bank
310 South Main Street
Salt Lake City, UT 84101
Account No.: 003182706
Routing No.: 1-2400-0054

TO PAY ONLINE:

Please visit our website at
www.scmlaw.com.