

RESOLUTION 2020-25

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES

WHEREAS, South Weber City adopted Ordinance 19-12 enacting regulations pertaining to short-term or vacation rentals on May 14, 2019; and

WHEREAS, enforcement of the code has proven troublesome with threats of litigation; and

WHEREAS, the Council expressed a desire to consult with an attorney specializing in land use and directed the City Manager to search for a qualified candidate; and

WHEREAS, City Manager David Larson rigorously searched and is recommending Snow Christensen & Martineau for consideration; and

WHEREAS, an engagement letter which clarifies terms and condition along with related fees has been provided; and

WHEREAS, Council has reviewed the engagement letter and accepts the terms;


NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: The contract and fee agreement for legal services provided by Snow Christensen & Martineau is hereby approved as attached in Exhibit 1.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 9th day of June 2020.

Roll call vote is as follows:		
Council Member Alberts	<input checked="" type="radio"/>	AGAINST
Council Member Halverson	<input checked="" type="radio"/>	AGAINST
Council Member Petty	<input checked="" type="radio"/>	AGAINST
Council Member Soderquist	<input checked="" type="radio"/>	AGAINST
Council Member Winsor	<input checked="" type="radio"/>	AGAINST



Jo Sjoblom, Mayor





Attest: Lisa Smith, Recorder

EXHIBIT 1

ENGAGEMENT LETTER SNOW CHRISTENSEN & MARTINEAU

May 21, 2020

Via Email to: dlarson@southwebercity.com

David J. Larson
City Manager, South Weber City
1600 East South Weber Drive
South Weber City, UT 84405

RE: ***Engagement Letter***

Dear David,

Thank you for considering Snow Christensen Martineau and particularly our Land Use Practice Group to assist you with some of the land use issues and challenges currently facing the City, including the short-term rental and CUP issues we discussed briefly during our recent zoom conference. The purpose of this letter is to describe and confirm the basis on which we will provide legal services.

Client. Our client in these matters will be South Weber City (the “City” or “You” herein).

Scope of Engagement. We anticipate being initially engaged to represent the City in connection with the short-term rental and CUP disputes mentioned above, and that you and I have discussed in more detail. This will involve consultation and advice, and, as requested by you and the City Council, representation of the City in potential litigation arising from those issues. We will also be available to the City to consult on various land use, planning and zoning matters as they may arise from time to time at your request.

We have agreed that our engagement is limited to performance of services related to representing the City in the consultation and specific litigation as the City may request from time to time. To the extent you wish to engage our services in the future in other matters outside this stated scope of engagement, a separate writing would be required so that we and you will clearly understand the scope of services we are expected to perform on your behalf. Unless other arrangements are made, any additional engagement will be subject to the terms of this engagement letter. Because we are not acting as your usual City Attorney, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter.

Michael R. Carlston
Samuel Alba
Shawn E. Draney
Rodney R. Parker
Richard A. Van Wagoner
Andrew M. Morse
Robert C. Keller
Camille N. Johnson
Elizabeth L. Willey
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
Adam M. Pace
Jeremy S. Stuart
Nathanael J. Mitchell
Jonathan G. Miller
Matthew B. Purcell
Erik R. Hamblin
Scott A. Elder
Andrew L. Roth
Bryson R. Brown
Amanda B. Mendenhall
Erika M. Larsen
Kendra M. Brown

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
Robert B. Cummings

Fees. The principal basis for the fees we will charge for our representation will be the amount of time spent on the matter by the lawyers you met on our zoom conference, multiplied by their individual hourly billing rates. Although staffing decisions sometimes change, we presently plan to staff your case with the following professionals:

<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. They are subject to change from time to time after notice to and consultation with you. You agree to compensate us at these rates for services we render on your behalf.

Expenses. We will include on our statements separate charges for performing services, such as photocopying, messenger and delivery service, computerized research, travel, and long-distance telephone and fax charges, and search and filing fees. In litigation matters, 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 for retention in our files. On occasion, and after consultation with you, it may be necessary for us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in 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.

Estimates. At this juncture the fees and costs relating to our representation 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 the matters described above. Any estimate of fees and costs that we may discuss will be our best 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.

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. We ask for 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.

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, e-mail address, or other relevant changes. 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.

Electronic File Storage and Communication. The Firm uses cloud-based services for document and file storage and email for communication. You and the Client consent to our use of cloud-based services and storage of our documents and files and email for communications, including confidential communications.

Advice about Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action or litigation and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of their best professional judgment only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

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 also reserve the right to withdraw from our 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, 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.

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. 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

May 21, 2020

Page 4

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.

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 we discussed briefly, the attorney-client relationship works best when there is a mutual understanding about the nature and scope of representation, fees and payment terms. Please review this letter carefully and get back to us with any questions or concerns. Because we want you to feel this agreement was made at arm's length, we advise and recommend that you have your City Attorney or other independent legal counsel to review and advise you on the terms of this agreement. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin our representation as described above.

Our goal has always been and will continue to be to provide outstanding legal services in the most cost-efficient manner 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

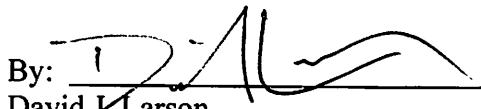


Dani N. Cepernich

cc: Robert C. Keller
Nathan M. Mitchell

AGREED TO AND ACCEPTED:

South Weber City



By: _____
David J. Larson
City Manager