



4150 S 3900 W West Haven, UT 84401
Phone: 801-731-5819 Fax: 801-731-1002

WEST HAVEN SPECIAL SERVICE DISTRICT

BOARD MEMBERS

Chairman Dale Allen
Vice Chairman Planning Member James Jenson
Clarence Kelley
Alisha Marigoni
Nate Morse
Mayor Rob Vanderwood
Councilmember Ryan Swapp

WEST HAVEN SPECIAL SERVICE DISTRICT BOARD SPECIAL MEETING NOTICE AND AGENDA OCTOBER 08, 2026

Notice is hereby given that the West Haven Special Service District will hold a special board meeting on October 08, 2026 beginning @ 6:30 pm at West Haven City Hall. Join us digitally via Zoom <https://us06web.zoom.us/j/82350162553> or watch us live on YouTube at <http://www.youtube.com/@cityofwesthavenutah4030>

1. **MEETING TO ORDER**- Dale Allen
2. **OPENING CEREMONIES**
 - A. Pledge of Allegiance- Rob Vanderwood
 - B. Prayer/Moment of silence- Nate Morse
3. **ACTION ITEMS**
 - A. Resolution 10-2026 appointing Tracy S. Cowdell and Cowdell Law, P.C. as the West Haven Special Service District Attorney and authorizing adoption of the Legal Services Agreement between West Haven Special Service District and Cowdell Law P.C for Civil Legal Services as the West Haven Special Service District Attorneys
4. **CLOSED SESSION** The Board will consider a motion to enter into a closed meeting for the purpose of a strategy session to discuss pending or reasonably imminent litigation; to be held in accordance with the provisions of Utah Code 52-4-205
5. **ADJOURNMENT**

Charis Sully

CHARIS SULLY, WHSSD RECORDER

BOARD MEMBERS MAY TAKE FINAL ACTION ON ANY ITEM LISTED ON THIS AGENDA

In compliance with the Americans with Disabilities Act, individuals needing special accommodations, including auxiliary communicative aid and services during the meeting, should notify the Board Clerk at (801)731-5819 at least 48 hours in advance.

Resolution No. 10-2026

RESOLUTION OF WEST HAVEN SPECIAL SERVICE DISTRICT APPOINTING TRACY S. COWDELL AND COWDELL LAW, P.C, AS THE WEST HAVEN SPECIAL SERVICE DISTRICT ATTORNEY AND AUTHORIZING ADOPTION OF THE LEGAL SERVICES AGREEMENT BETWEEN WEST HAVEN SPECIAL SERVICE DISTRICT AND COWDELL LAW, P.C.; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION I – RECITALS:

WHEREAS, West Haven Special Service District (“District”) is a quasi-municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, the District finds that certain sections of Utah Code Annotated 1953, as amended, authorizes public bodies, including the District, to exercise all administrative and legislative powers by resolution; and,

WHEREAS, the District, in conjunction with West Haven City (“City”), issued a Request for Proposals (“RFP”) to find a qualified individual or firm to provide legal services for the District; and

WHEREAS, the District and City reviewed all the proposals received in response to the RFP and conducted interviews of all candidates who submitted responsive proposals; and

WHEREAS, the District and City analyzed the costs outlined in the proposals and whether the proposals met the requirements outlined in the RFP; and

WHEREAS, after the District’s and City’s review and at this time, the West Haven Special Service District wishes to appoint Tracy S. Cowdell and Cowdell Law, P.C., as the West Haven Special Service District Attorney because they best meet the needs of the District as outlined in the requirements in the RFP; and

WHEREAS, at this time, the West Haven Special Service District wishes to adopt and enter into the Legal Services Agreement between West Haven Special Service District and Cowdell Law, P.C. (“Agreement”), attached as Attachment “A”; and,

WHEREAS, the District finds that the public convenience and necessity requires the actions herein contemplated,

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF DIRECTORS OF THE WEST HAVEN SPECIAL SERVICE DISTRICT AS FOLLOWS:

SECTION II.:

1. That the West Haven Special Service District hereby appoints Tracy S. Cowdell and Cowdell Law, P.C., as the West Haven Special Service District Attorney.

2. That the Legal Services Agreement between West Haven Special Service District and Cowdell Law, P.C., a copy of which is attached as Attachment "A" to this Resolution, is hereby adopted by the West Haven Special Service District.
3. That the Chairman of the District Board is authorized to sign any and all documents necessary to affect this Agreement, including signing the Agreement itself.
4. The foregoing recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the District, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the Board of the West Haven Special Service District.

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the ____ day of October 2026.

**PASSED AND ADOPTED BY THE DISTRICT BOARD OF DIRECTORS OF
THE WEST HAVEN SPECIAL SERVICE DISTRICT, STATE OF UTAH, on this ____
day of _____ 2026.**

WEST HAVEN SPECIAL SERVICE DISTRICT

by: _____
Board Chairman

Attested and recorded

District Recorder

DRAFT

ATTACHMENT “A”

Attached to Resolution 10 -2026

**LEGAL SERVICES AGREEMENT BETWEEN
WEST HAVEN SPECIAL SERVICE DISTRICT AND COWDELL LAW, P.C.**

DRAFT

LEGAL SERVICES AGREEMENT BETWEEN WEST HAVEN SPECIAL SERVICE DISTRICT AND COWDELL LAW

THIS LEGAL SERVICES AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 2026 (the “Effective Date”), by and between West Haven Special Service District (the “District”), and **COWDELL LAW**, (the “Firm”). The District and Firm are sometimes referred to herein individually as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the District desires to contract for District Attorney legal services (“Legal Services” or “Services”) for West Haven Special Service District; and

WHEREAS, the Legal Services include providing general civil legal counsel to the chairperson, board members, officers, and employees of the District, as requested or authorized by the District; and

WHEREAS, the Legal Services include, without limitation, providing oral and written legal opinions; preparing and reviewing ordinances, resolutions, contracts, development agreements, interlocal agreements, policies, and other legal documents; public infrastructure, procurement, GRAMA, open and public meetings, property matters, administrative proceedings; attending meetings and board meetings in person or by electronic means as requested by the District and subject to the Firm’s availability; and coordinating other issues and matters contemplated by the District’s Request for Proposals for Legal Services; and

WHEREAS, the Firm has the knowledge, experience, staffing, and expertise to provide the Services and desires to contract with the District; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of memorializing their understanding of the terms and conditions of their agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual understanding, promises, covenants, and undertakings contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The RECITALS and EXHIBIT, if any, as set forth above or attached are incorporated herein by this reference and form an integral part hereof.
2. **Engagement of the Firm.** The District hereby agrees to engage the Firm as District Attorney for the District’s civil legal matters, and the Firm hereby agrees to provide to the District all services and materials necessary and desirable to prepare and provide the Legal Services.
3. **Scope of Services to be Provided.** Throughout the term of this Agreement, the Firm shall provide attorneys to perform as the District Attorney and provide Legal Services requested or

needed by the District. The Firm represents and warrants that any of the Firm's attorneys providing Legal Services to the District shall be duly licensed to practice law, admitted to all courts in the State of Utah, in good standing with the Utah State Bar Association, and that the Primary Attorney providing Legal Services shall have at least ten (10) years of experience as a District Attorney, as outlined and represented in the Firm's proposal, which is attached as Exhibit A to this Agreement. The Firm affirms its attorneys' training and competency to fulfill the obligations outlined in this Agreement. The Legal Services to be provided hereunder shall include, without limitation, advising the chairperson, board members, officers, and employees of the District; attending meetings, including board meetings, as requested, in person or by electronic means, and subject to the availability of the Firm; preparing and reviewing ordinances, resolutions, contracts, development agreements, interlocal agreements, policies, correspondence, and other legal documents; providing oral and written legal opinions; advising regarding public infrastructure, procurement, GRAMA, open and public meetings, property and easement matters, and administrative proceedings; and representing the District in civil litigation, eminent domain actions, administrative proceedings, negotiations, and other matters within the scope of the District's civil legal work.

The District Manager, as the District's designee, shall give direction and shall coordinate mainly with Tracy Cowdell, who is designated as the Primary Attorney for purposes of administering this Agreement, regarding the Legal Services to be provided. It shall be the duty of the Primary Attorney to convey and coordinate any matter of importance from the District to the Firm. Unless the District's designee is an attorney, all matters requiring legal work or professional legal judgment shall be performed by attorneys of the Firm and shall not be influenced by the District's designee in a manner inconsistent with the Utah Rules of Professional Conduct. Performance of the Legal Services hereunder shall be subject to all applicable federal and state laws, rules, regulations, and professional standards, including, without limitation, the Utah Rules of Professional Conduct adopted by the Utah Supreme Court, as the same may be amended from time to time during the term of this Agreement (collectively, "Scope of Services").

4. Fees for Services. As full compensation for the Legal Services performed under this Agreement, the District shall pay the Firm at the hourly rate of \$224.50. All fees for legal services will be charged on a minimum 0.1 hour basis. Chargeable legal services shall include meeting attendance, court attendance, preparation for court attendance, each email, each text message, and each telephone call relating to District business, including but not limited to emails, text messages, and telephone calls from District board members, the District Manager, District staff, opposing counsel, members of the public, or others related to District business. Travel time to and from court, meetings, or any other travel time is not considered billable unless authorized by the District.

- a. Rate Increases.** Hourly rates shall remain valid for at least the first twelve (12) months after the District enters into this Agreement. Thereafter, hourly rates may increase as agreed in the contract between Firm and the District, provided that such periodic increases (no more frequent than every twelve (12) months) do not exceed the cost-of-living inflationary rate of the US Bureau of Labor Statistics Mountain Region Consumer Price Index (CPI) unless the District specifically agrees otherwise. The first such adjustment shall occur on October 1, 2027, and each subsequent adjustment shall be calculated based upon the monthly compensation then in effect.
- b. Late Payments.** If the Firm does not receive payment of its statements within thirty (30) days of invoice, a late payment fee of ten percent (10%) of the entire unpaid balance may

be assessed for each month or portion thereof for which the Firm does not receive timely full payment.

- c. **Civil Litigation and Extraordinary Legal Matters.** Civil litigation shall be billed at the hourly rate of \$224.50. Reasonable litigation costs and necessary third-party expenses shall be incurred only with the District's prior written approval.

5. **Services Performed in a Professional, Reasonable Manner.** The Legal Services shall be provided by the Firm in a professional, reasonable manner in compliance with all applicable laws, ordinances, rules, regulations, and ethical requirements. Reasonable is defined as coordinating with and responding to the District (either by phone or electronic means) as outlined in the Legal Services in a timely and effective manner, but in no case less than one (1) business day, except rare occasions where extraordinary circumstances reasonably prevent such a response. In any such case, the Firm shall respond as soon as reasonably practicable

6. **Public Information under GRAMA.** The Firm understands and agrees that this Agreement and related invoices and other documentation may constitute public records as provided in UTAH CODE ANN. §63G-2-101, et seq.

7. **Confidentiality.** The Firm agrees (1) to hold confidential information in strict confidence, (2) not to disclose confidential information to any third party except upon the District's prior written consent or as otherwise authorized or required by law, and (3) to use reasonable precautions and processes to prevent unauthorized access, use, or disclosure of the District's confidential information; provided, however, that the Firm may disclose confidential information if and only to the extent required to do so by applicable law. In such event, the Firm shall advise the District as soon as practicable and prior to disclosure, if practical, and cooperate and assist the District, at the District's cost and expense, if the District seeks a protective order or other relief from such disclosure requirements. As used in this Agreement, confidential information includes information protected by the attorney-client privilege, attorney work product doctrine, or information that constitutes a private, controlled, or protected record, or is otherwise exempt from disclosure under UTAH CODE ANN. § 63G-2-101, et seq. The Firm also agrees to obligate its employees to the same obligations imposed on the Firm as provided in this section.

8. **Alcohol and Drug-free Workplace.** All personnel during such time that they provide the Services shall not be under the influence of alcohol, any drug, or the combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Services. Further, all personnel during such time that they provide the Services shall comply with applicable law concerning alcohol and controlled substances.

9. **Professional Liability Insurance.** Professional liability insurance with a minimum policy covering damages caused by an act, error, or omission, or any negligent act, with a preferred limit of not less than \$2,000,000 per occurrence and in the aggregate. The Firm shall provide the District a copy of the certificate of insurance upon reasonable written request by the District.

10. **Indemnity.** The Firm hereby agrees to defend, protect, indemnify, save, and hold harmless the District, including its elected and appointed officials, employees, agents, and contractors, from and against any and all demands, liabilities, claims, damages, actions, or other proceedings, in law or in equity, including reasonable attorneys' fees and costs of suit, relating to or arising from the negligent or wrongful acts or omissions of the Firm in providing the Services to the District.

Nothing herein shall be construed to require the Firm to indemnify the District against the District's own negligence or willful misconduct.

11. Attorney & Termination of Agreement. The Board hereby appoints Cowdell Law as the District Attorney, commencing on the Effective Date of this Agreement. This Agreement shall have an initial term of three (3) years from the Effective Date. The District may, at its sole option, renew the Agreement for additional terms. During the initial term and any renewal, the District may terminate this Agreement upon thirty (30) days' written notice, or the Agreement shall terminate automatically upon the appointment or hire of another attorney or firm and that attorney's or firm's commencement of service, whichever occurs first.

The Firm may terminate this Agreement with or without cause upon one hundred twenty (120) days' prior written notice to the District.

This Agreement may be immediately terminated by either Party for cause. Cause shall include but not be limited to a suspension or revocation of any of the Firm's attorneys' licenses to practice law in the State of Utah, a breach of this Agreement, or behavior that brings disrepute to the other Party.

The Firm serves at the pleasure of the District Board under the direction of the District Manager, and any termination of the Agreement by the District shall come from the District Board, as a body. In the event this Agreement is terminated, the Firm agrees to cooperate with its successor, including filing of all necessary pleadings for withdrawal and to deliver all applicable files, information, and materials to the successor. All work performed by the Firm up to the date of termination shall be paid.

12. Assignment and Delegation. The Firm shall not assign or delegate the performance of its duties under this Agreement without the prior written consent of the District. The Firm may assign work among its attorneys, paralegals, law clerks, and professional staff in the ordinary course of providing the Legal Services. The Firm's Primary Attorney providing Legal Services to the District shall have ten (10) years' experience as a District Attorney, as represented by the Firm's proposal which is attached as Exhibit A to this Agreement.

13. Employment Status.

- a. **Official Status.** The Firm shall have complete control and discretion over all personnel providing the Services hereunder. All such personnel shall be and remain employees or contractors of the Firm. All personnel providing Legal Services shall be independent contractors and not in any way employees or partners of the District.
- b. **Agent Relationship.** The District authorizes the Firm to act as its special legal agent to provide Legal Services within the Scope of Services. The special agency relationship shall remain in full force and effect during the term of this Agreement or any extensions or renewals of this Agreement. The authorization granted herein is limited to Legal Services within the Scope of Services.
- c. **Salary and Wages.** The District shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Services hereunder.

- d. **Employment Benefits.** All personnel providing Services hereunder are and shall remain employees or contractors of the Firm. Such personnel shall have no right to any District pension, civil service, or other District benefits pursuant to this Agreement or otherwise.
 - e. **Independent Contractors.** The Parties mutually stipulate and agree that the Firm's attorneys shall conduct their time in such a manner as to fulfill their responsibilities under this Agreement, but that the time, manner, and place of completing such duties shall be at the sole discretion and control of the Firm. The Firm understands and agrees that, as independent contractors, they will be provided payment under this Agreement, without any deduction for any federal or state tax, and that the Attorneys will be responsible for the satisfaction of any and all tax liability arising from such payments.
 - f. **Ethical Duties of the Firm's Attorneys.** The Parties mutually stipulate and agree that notwithstanding their status as independent contractors, the Firm's attorneys shall have all of the duties and obligations of the office of the District attorney, including duties of confidentiality, loyalty, zealous representation, and all other duties inherent or arising out of the attorney-client relationship.
14. **Conflicts of Interest.** The Firm represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of the District to secure favorable treatment with respect to being awarded this Agreement. The Parties further acknowledge that the Firm represents other governmental entities and may continue to do so during the term of this Agreement. However, the Firm commits to making the District's Legal Services a priority and covenants to make a good faith effort to be available to attend meetings on the third Monday each month except for January, February, and June, which are the fourth Monday, at 6:30 P.M. in person or by electronic means, when requested by the District Manager, and subject to the Firm's availability. Both Parties agree that there are no conflicts with the Legal Services and the Firm's other work at this time. The Firm shall identify, disclose, and address actual or potential conflicts of interest in accordance with the Utah Rules of Professional Conduct.
15. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three business days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties at their respective principal business addresses, or to such other address as either Party may designate in writing.
16. **Entire Agreement; Modification of Agreement.** This Agreement and exhibits attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements and understandings pertaining thereto. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the Parties.
17. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, war, or other circumstances beyond that Party's reasonable control.
18. **Time.** Time is of the essence hereof.

19. **Survival.** All agreements, covenants, representations, and warranties contained herein that by their nature should survive shall survive the execution or termination of this Agreement to the extent applicable.
20. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement, term, or condition. Any Party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter the remainder of this Agreement.
21. **Rights and Remedies.** The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more provisions of this Agreement shall not preclude the exercise of any other rights or remedies available hereunder or at law.
22. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
23. **Non-Exclusive Agreement.** This Agreement shall be non-exclusive and shall allow the District to retain legal counsel for legal services and matters, including condemnation counsel for the acquisition of real property, bond counsel, and other areas of special expertise, as determined by the District.
24. **Copyright.** The Firm's work shall be deemed a work for hire, and the District shall own the copyright.
25. **Own Office Space & Education.** The Firm shall maintain an office at its own expense and shall not maintain an office or workstation at a District-owned facility. The Firm or its attorney shall maintain and pay for their required yearly continuing legal education.
26. **Submitted Proposals.** The Firm's submitted proposal, excluding its submitted portfolio, associated with being selected to provide Legal Services is attached as Exhibit "A" and is part of the Agreement.
27. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles.
28. **Attorney Fees.** If any dispute or disagreement arises between the Parties as to any matter relating to this Agreement, the Parties agree to confer and attempt to resolve the matter informally. If the Parties cannot agree, then they will refer the dispute for resolution to mediation to the fullest extent permitted by law. The Parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the Parties, and the mediation shall commence within thirty (30) days of either Party's written request to the other for mediation. Any agreement in mediation shall be reduced to writing, be signed by the Parties, and be binding on them. This provision for mediation is an effort to protect,

preserve, and respect the requisites of a productive attorney-client relationship. If mediation is unsuccessful or for some other reason this agreement is involved in litigation, it will be conducted in the Second District Court in Weber County or in federal court in the State of Utah. In the event either Party institutes litigation to enforce its rights under this Agreement, the prevailing Party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

29. Interpretation. Each Party recognizes that this Agreement is a legally binding contract and acknowledges that each Party has had the opportunity to consult with legal counsel of choice. In any construction of this Agreement, the same shall not be construed against either Party on the basis of the Party being the drafter of such terms.

IN WITNESS WHEREOF, the District has caused this Agreement to be signed by its District Manager and attested by its District Recorder and delivered, and the Firm has caused the same to be signed and delivered, and this Agreement shall become effective as of the Effective Date first stated above.

WEST HAVEN SPECIAL SERVICE DISTRICT:

By: _____

Chairman Dale Allen

Date: _____

ATTEST:

By: _____

West Haven Special Service District Recorder

Date: _____

COWDELL LAW

By: _____

Tracy S. Cowdell, Partner

Date: _____

DRAFT

EXHIBIT A

DRAFT

COWDELL LAW32 East Main Street • Sandy, Utah 84070 • (801) 550-9864 • tcowdell@me.com

August 17, 2026

West Haven City &
West Haven Special Service District
c/o City Manager
Evaluation Committee
Submitted via City's Procurement Portal

Re: Proposal to Provide City Civil Legal Services and District Civil Legal Services

Dear Members of the Evaluation Committee:

Cowdell Law is pleased to submit this proposal to provide City Civil Work to West Haven City and District Civil Work to the West Haven Special Service District. Our practice is substantially devoted to representing Utah municipalities, special districts, elected officials, governing boards, and providing prosecution services to local government. We currently serve as civil City Attorney for Taylorsville City and Providence City and provide independent legal counsel to the Sandy City Council. We also represent numerous special districts and other governmental entities throughout Utah. Our special district practice includes the Sandy Suburban Improvement District, Midvalley Sewer District, South Valley Water Reclamation Facility, and Vermillion Hills Fire District. In total, Cowdell Law presently represents more than eighteen governmental entities statewide.

Tracy S. Cowdell, Partner, will serve as Primary Attorney for both the City Civil Work and District Civil Work. Mr. Cowdell has more than twenty-three years of continuous experience representing Utah local governments. He currently serves as civil City Attorney for multiple municipalities. He previously served as City Attorney for Draper City and Midvale City and as Acting City Attorney for West Jordan City. He also serves as legal counsel to the Sandy Suburban Improvement District and as independent legal counsel to the Sandy City Council.

Mr. Cowdell's municipal practice encompasses the full range of issues confronting local government. His experience includes land use and zoning, development agreements, municipal legislation, governmental powers and governance, public infrastructure, procurement, contracts, GRAMA, interlocal agreements, property matters, employment issues, and litigation. His land use practice has included advising elected officials, planning commissions, city managers, and professional staff concerning LUDMA, zoning decisions, development applications and agreements, subdivisions, conditional uses, general plans, legislative land use decisions, and related litigation risk. Throughout his career, he has worked directly with mayors, city councils, city managers, planning commissions, special district boards, department heads, and other public officials on significant legal and policy matters.

Mr. Cowdell will be supported by Partner Ryan J. Richards and the full resources of Cowdell Law. Mr. Richards has more than fourteen years of governmental experience. He currently provides legal counsel to municipalities and special districts, including service as General Counsel to the South Valley Water Reclamation Facility and Midvalley Sewer District. The firm's multi-attorney structure allows the Primary Attorney to remain personally responsible for the engagement while drawing upon attorneys with complementary governmental experience when a matter requires additional expertise or resources.

We believe this experience is particularly well suited to West Haven City. The RFP describes a community that has experienced extraordinary growth while seeking to preserve its character and manage continuing development responsibly. The City continues to rank among the State's fastest growing communities. Growth of that magnitude necessarily presents significant legal issues involving land use, development, infrastructure, municipal services, and the exercise of legislative authority.

Cowdell Law has substantial practical experience helping Utah municipalities address precisely these issues. Our attorneys routinely advise governmental clients concerning LUDMA, zoning, development agreements, subdivisions, conditional uses, general plans, property rights, infrastructure, and legislative land use decisions. We also regularly draft and review ordinances and resolutions through which elected officials exercise their legislative and policymaking authority. Our approach recognizes that effective land use counsel must do more than identify legal constraints. Counsel must help elected officials understand their lawful policy choices, protect the integrity of the City's decision-making process, and facilitate responsible development consistent with the community's long-term objectives.

Our experience is equally applicable to the West Haven Special Service District. Cowdell Law's special district practice includes substantial experience with wastewater collection and treatment infrastructure, culinary water, easements and rights-of-way, capital facilities, interlocal agreements, procurement, governmental records, board governance, rates and fees, and public infrastructure. Our attorneys also have experience addressing ownership, operational responsibility, maintenance obligations, and cost allocation among governmental entities. This is not ancillary work within our practice. Our attorneys regularly perform this work for Utah governmental clients.

We also understand the unique institutional relationship between West Haven City and the West Haven Special Service District. The RFP appropriately recognizes both the efficiencies of coordinated representation and the potential for conflicts between the two entities. Cowdell Law has extensive experience with governmental entities whose interests intersect through interlocal agreements, shared infrastructure, regional facilities, and overlapping governmental responsibilities. For example, Cowdell Law concurrently serves as legal counsel to the Sandy City Council, the Sandy Suburban Improvement District, and the South Valley Water Reclamation Facility. These governmental entities have overlapping jurisdictions and interests, and many of the same elected officials, administrators, and other governmental participants interact across the respective entities. Cowdell Law has successfully represented these entities concurrently for several years, navigating their interrelated interests while preserving the independent legal obligations owed to each client. This experience has demonstrated our ability to provide coordinated, efficient representation while identifying and addressing potential conflicts when they arise. If selected for all three engagements, we will provide coordinated and efficient representation while preserving the independent professional duties owed to each client.

MANDATORY MINIMUM REQUIREMENTS

West Haven City & West Haven Special Service District – Legal Services RFP

Respondent: Cowdell Law

Primary Contact: Tracy S. Cowdell, Partner | 32 E. Main Street, Sandy, UT 84070 | (801) 550-9864 | tcowdell@me.com

1. Legal Services Proposed

Cowdell Law is submitting this proposal for the following legal services:

- **City Civil Work – Primary Attorney: Tracy Cowdell**
- **District Civil Work – Primary Attorney: Tracy Cowdell**
- **Prosecution Services – Primary Attorney: Ryan Richards**

We are prepared to provide both services under a coordinated engagement if awarded both. However, because the legal services are severable under the RFP, we expressly state that we are willing and able to accept an award of either City Civil Work or District Civil Work alone if the other service is awarded to a different respondent. In either case, Tracy Cowdell will serve as the Primary Attorney for the service(s) awarded to Cowdell Law. We are also available to discuss City Prosecutor Work if the City desires, given our extensive prosecution practice. We could provide this service as a flat rate if that is preferable to the City.

2. Availability to Perform Services

Cowdell Law currently has the capacity and is fully prepared to perform the City's Civil Work and the District's Civil Work at the level of service required. Tracy Cowdell will serve as Primary Attorney for both engagements, supported by Partner Ryan Richards and the firm's associates and support staff. All firm resources remain available.

We affirm our ability and commitment to respond to all requests for service from the City and District promptly, in no case longer than one (1) business day after the request, and to diligently bring every matter or assignment to a conclusion. We are available 24/7 by cell phone, text, and email for true emergencies and routinely provide same-day acknowledgment of inquiries during normal business hours.

3. Primary Attorney & Years of Experience

Primary Attorney for City Civil Work and District Civil Work: Tracy S. Cowdell, Partner.

Tracy Cowdell has more than twenty-three (23) years of continuous experience providing legal counsel to cities and other local governments in Utah. He currently serves as civil City Attorney for Taylorsville City and Providence City. He has previously served as City Attorney for Draper, Midvale, and acting City Attorney for West Jordan. Tracy currently serves as counsel to the Sandy City Council. He has substantial experience representing special service districts. He has represented multiple special districts. He is the General Manager and legal counsel for the Sandy Suburban Improvement District.

4. Statement of Proper Licensure

All attorneys proposed to provide legal services under this proposal (Tracy S. Cowdell, Ryan J. Richards, and supporting firm attorneys) are properly licensed to practice law in the State of Utah and are admitted to practice before all courts of the State of Utah and the United States District Court for the District of Utah.

5. Statement of Good Standing

All attorneys proposed to provide service to the City and District are members in good standing of the Utah State Bar. None has been, or is currently, the subject of any disciplinary action by the Utah State Bar or any other entity that governs the conduct of attorneys. There is no history of license suspension, revocation, or professional discipline for any proposed attorney.

6. Background Checks for CJIS

This proposal is submitted for City Civil Work and District Civil Work. CJIS background-check requirements apply specifically to City Prosecutor Work. However, should the City later request that Cowdell Law also provide or assist with any City Prosecutor services, the firm and assigned attorneys are prepared to complete any required CJIS background checks and comply fully with CJIS Security Policy requirements. Our attorneys and staff already have passed CJIS background checks and comply with CJIS Security Policy requirements in our representation of other governmental clients.

7. Conflict of Interest

Cowdell Law has carefully reviewed the list of entities identified in the RFP. We currently have no known conflicts of interest that would prevent us from fairly representing West Haven City or the West Haven Special Service District in legal matters involving any of the listed entities.

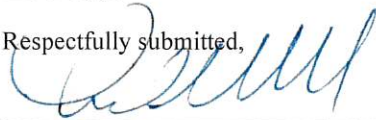
We do not represent any of the listed entities in a manner adverse to the interests of West Haven City or the West Haven Special Service District. We have no current or recent financial or other relationships with City or District officials or affiliates that would create a conflict.

Should an Interlocal Agreement or other matter arise between the City and the District while we represent both, we will immediately notify both entities in writing, implement appropriate screening measures consistent with the Utah Rules of Professional Conduct, and, if necessary, facilitate the engagement of independent conflict counsel while continuing to protect the ongoing legal needs of both. Our paramount duty is to the best interests of each client.

We maintain a robust internal conflict-checking process. All new matters are screened against current and former clients before acceptance. Any actual or potential conflict that arises will be disclosed immediately to the City Manager and District Board Chair (or designees).

We certify that the information provided in this Mandatory Minimum Requirements response is true and accurate to the best of our knowledge.

Respectfully submitted,



Tracy S. Cowdell, Esq., Partner

Cowdell Law

Date: August 17, 2026

Cowdell Law also maintains one of the most extensive private municipal prosecution practices in Utah. The firm provides prosecution services to municipalities throughout the State, including Taylorsville, Herriman, American Fork, Cedar Hills, Bluffdale, Moab, and other governmental clients. Collectively, our prosecutors bring more than fifty years of prosecutorial experience to the firm. Our prosecution practice provides substantial experience working directly with municipal officials, law enforcement agencies, courts, and other governmental entities and further strengthens the firm's understanding of municipal operations, ordinance enforcement, public safety, constitutional issues, and governmental liability. Partner Ryan J. Richards supervises the firm's prosecution practice, drawing upon his prior experience as a municipal prosecutor, Assistant Utah Attorney General, and Justice Court Judge. Cowdell Law also serves as conflict prosecutor for the Salt Lake County District Attorney's Office, handling matters in which that office is unable to act because of a conflict. This breadth of prosecution experience provides an additional institutional resource to our civil municipal practice and reflects the depth of governmental experience available to West Haven City.

Our objective is straightforward. We intend to provide West Haven City and the West Haven Special Service District with experienced, accessible, and practical legal counsel. Effective local government representation requires more than identifying legal issues. It requires understanding how local government actually operates. It also requires helping elected officials and professional staff solve problems, evaluate risk, preserve lawful policy choices, and move the public's business forward. We believe Mr. Cowdell's municipal and land use experience, Mr. Richards's complementary governmental and special district practice, and the depth of Cowdell Law provide West Haven with that capability.

This Technical Proposal, together with Cowdell Law's separate Mandatory Minimum Requirements response, Fee Proposal, résumés, and required work samples, constitutes our submission. The undersigned is authorized to represent Cowdell Law, submit the firm's proposal, and execute an agreement with the City and District. The information contained in this proposal is true and accurate to the best of our knowledge.

Respectfully submitted,



Tracy S. Cowdell, Esq., Partner
Cowdell Law | Authorized Representative

1. Qualifications of Legal Professionals

Cowdell Law's practice focuses primarily on the representing municipalities, special districts, and other governmental entities. Our attorneys bring substantial experience across the full spectrum of municipal and special district law, together with practical expertise in the areas specifically identified in the RFP. This experience includes land use and development, municipal governance, public infrastructure, interlocal agreements, legislative drafting, procurement, prosecution, governmental records, administrative law, and civil litigation. Just as importantly, our attorneys understand the practical realities of advising elected officials, governing boards, administrators, and professional staff in the day-to-day operation of local government.

Primary Attorney – Tracy S. Cowdell

Tracy S. Cowdell is among the most experienced and sought-after City Attorneys in private practice in Utah. He has more than twenty-three years of continuous experience representing municipalities, special districts, and other governmental entities. He currently serves as Civil City Attorney for Taylorsville City and Providence City and as independent legal counsel to the Sandy City Council. He previously served as City Attorney for Draper City and Midvale City and as Acting City Attorney for West Jordan City. His municipal practice has placed him in a position to regularly advise mayors, city councils, city managers, planning commissions, department heads, and professional staff on virtually every aspect of municipal government..

Mr. Cowdell has substantial experience in land use, zoning, and development law. Throughout his municipal practice, he has advised cities and elected officials concerning LUDMA, zoning and rezoning decisions, development agreements, subdivisions, conditional uses, general plans, land use ordinances, property rights, development conditions, and related litigation risk. His experience encompasses both the legal and practical dimensions of land use decision-making. He regularly advises governmental decision makers concerning legislative and administrative land use actions, the scope of municipal discretion, statutory and constitutional limitations upon that discretion, appropriate findings and conditions, and the creation of defensible administrative and legislative records. This experience is particularly relevant to West Haven as it continues to address the opportunities and challenges associated with substantial population growth and development.

Mr. Cowdell also has extensive experience representing special districts and addressing public infrastructure matters. He serves as General Manager and legal counsel to the Sandy Suburban Improvement District and has substantial experience advising governmental entities concerning wastewater collection and treatment infrastructure. His work includes capital facilities, easements and property rights, procurement, interlocal agreements, utility governance, rates and fees, regulatory compliance, and allocating ownership, maintenance responsibilities, and costs among governmental entities. This experience is directly relevant to the legal needs of the West Haven Special Service District and its water and wastewater operations.

In addition to his municipal and special district practice, Mr. Cowdell has extensive administrative and quasi-judicial experience. He serves or has served as an Administrative Law Judge or hearing officer for multiple state agencies and local governmental entities, including the Utah Department of Transportation, Utah Department of Environmental Quality, Utah Professional Practices Advisory Commission, and Utah school districts. This work has required him to preside over contested proceedings, evaluate complex factual and legal records, apply statutory and administrative law, conduct evidentiary hearings, and issue reasoned written decisions.

Mr. Cowdell received a Bachelor of Science in Political Science and Sociology, *summa cum laude*, from the University of Utah, graduating in the top one percent of his class, together with a certification in Criminology and Corrections. He received his Juris Doctor from the J. Reuben Clark Law School at Brigham Young University in 2001. He has been a member of the Utah State Bar since 2001 and remains a member in good standing. His principal areas of practice include municipal law, land use and zoning, special district law, governmental governance, administrative law, public infrastructure, and civil litigation.

Co-Counsel & Key Supporting Attorney – Ryan Richards, Partner

Ryan J. Richards brings more than fourteen years of legal experience, with a practice concentrated in municipal law, special district representation, administrative law, litigation, and governmental operations. He currently provides civil legal counsel to multiple Utah municipalities and serves as General Counsel to both the South Valley Water Reclamation Facility and Midvalley Sewer District. In those capacities, Mr. Richards regularly advises governing boards, elected officials, administrators, and professional staff concerning governmental authority, public infrastructure, interlocal relationships, contracts, procurement, property and easement matters, regulatory compliance, and the day-to-day legal issues confronting local governmental entities.

Mr. Richards's experience is particularly relevant to the West Haven Special Service District. His representation of wastewater and sewer entities provides practical experience with many of the same legal and operational issues confronting the District, including regional wastewater infrastructure, ownership and maintenance responsibilities, easements and access rights, intergovernmental relationships, and the allocation of costs and responsibilities among participating governmental entities. His recent work involving regional wastewater infrastructure has included legal analysis concerning the ownership, operation, maintenance, rehabilitation, and long-term governance of major interceptor facilities serving multiple governmental entities.

Before entering private practice, Mr. Richards acquired substantial governmental, judicial, prosecutorial, and litigation experience. He served as a Justice Court Judge for South Salt Lake City, where he presided over a high-volume municipal docket and gained a valuable judicial perspective concerning municipal operations and the administration of justice. He previously served as an Assistant Utah Attorney General, handling administrative proceedings, trials, and appeals. He also served as a City Prosecutor for South Salt Lake City and Salt Lake City. This combination of civil, judicial, administrative, prosecutorial, and litigation experience gives Mr. Richards an unusually broad understanding of governmental law and decision-making.

Within Cowdell Law, Mr. Richards provides significant depth and continuity to the firm's governmental practice. His experience complements Mr. Cowdell's municipal, land use, and general counsel practice. It provides West Haven with an experienced second attorney who can handle matters independently when appropriate, collaborate on complex matters, and ensure continuity and responsiveness when demands require more than one attorney.

Mr. Richards earned his Bachelor of Arts in Political Science from the University of Utah in 2009. He received his Juris Doctor, *magna cum laude*, from the J. Reuben Clark Law School at Brigham Young University in 2012. He was admitted to the Utah State Bar in 2012 and remains a member in good standing. His principal areas of practice include municipal law, special district law, governmental governance, administrative law, public infrastructure, and civil litigation.

Additional Firm Resources

Cowdell Law consists of eight experienced attorneys supported by permanent professional staff, including paralegals, law clerks, and administrative personnel. This multi-attorney structure allows the Primary Attorney to maintain responsibility and continuity in the representation while drawing on attorneys with specialized experience when a matter requires additional expertise, resources, or immediate attention. It also provides institutional depth and redundancy that a solo practitioner or smaller governmental practice cannot readily replicate.

The breadth of experience within Cowdell Law is unusual for a firm of its size. Our attorneys include current and former elected local government officials, including the current Mayor of Draper City, attorneys with military service as Judge Advocate General officers, and two former judges, including Ryan Richards. Several of our attorneys have personally served in the types of governmental institutions that our firm represents. As a result, our attorneys understand municipal government not merely from the perspective of outside legal counsel, but also from the perspective of elected officials, judges, prosecutors, administrators, and public servants who have been responsible for making and implementing governmental decisions.

Cowdell Law also maintains an extensive municipal prosecution practice and is likely the largest private provider of municipal prosecution services in Utah. The firm prosecutes cases on behalf of multiple Utah municipalities and handles a substantial volume of criminal and traffic matters in Utah justice courts. In addition, Cowdell Law serves as the conflict prosecutor's office for the Salt Lake County District Attorney's Office, handling matters in which the District Attorney's Office cannot act because of a conflict. That assignment reflects the confidence placed in Cowdell Law by another major governmental law office to independently exercise prosecutorial judgment in matters requiring conflict counsel.

Partner Ryan Richards supervises the firm's prosecution practice and the attorneys and professional staff assigned to that work. His prior experience as a Justice Court Judge, Assistant Utah Attorney General, and municipal prosecutor provides substantial institutional experience in the administration of municipal justice.

The firm's collective experience also provides significant practical value to our civil municipal clients. Questions confronting a City Attorney rarely fall neatly within a single legal discipline. Land use matters may implicate constitutional rights, property interests, infrastructure, and litigation. Employment matters may implicate administrative proceedings and public safety operations. Ordinances may present enforcement and prosecution considerations. Interlocal agreements may involve municipal governance, special district law, public finance, and infrastructure. Cowdell Law's breadth allows the Primary Attorney to draw on attorneys who have practiced in these related areas while maintaining a coordinated attorney-client relationship.

This depth is particularly important in representing an active and growing municipality. Tracy Cowdell will remain personally responsible for the West Haven engagement as Primary Attorney. Ryan Richards will provide experienced secondary coverage and substantive support. The remaining attorneys and professional staff of Cowdell Law will be available when specialized knowledge, additional capacity, or expedited attention is required. West Haven therefore receives the accountability and continuity of an identified Primary Attorney together with the resources, experience, and institutional knowledge of an established governmental law practice.

Detailed résumés of Tracy Cowdell and Ryan Richards are attached as Exhibit A.

2. Past Experience in Similar Services, References & Portfolio

Representative Governmental Experience

Cowdell Law specializes in representing municipalities, special districts, and other governmental entities throughout Utah. Our current governmental clients range from growing suburban municipalities to smaller rural communities and specialized governmental entities. The firm presently represents more than eighteen governmental entities statewide. Our attorneys routinely advise mayors, city councils, planning commissions, city managers, special district boards, department heads, law enforcement agencies, and professional staff concerning the full range of issues confronting local government.

Our experience includes land use and zoning, development agreements, municipal governance, public infrastructure, contracts, procurement, employment, GRAMA, open and public meetings, interlocal agreements, property and easement matters, ordinances and resolutions, administrative proceedings, litigation, and municipal prosecution. The following engagements are representative of the experience Cowdell Law would bring to West Haven City and the West Haven Special Service District.

Taylorsville City, Civil City Attorney and Municipal Prosecution, (2006 – Ongoing)

Cowdell Law has represented Taylorsville City for nearly two decades, providing comprehensive civil City Attorney services and municipal prosecution. On the civil side, the firm advises the Mayor, City Council, Planning Commission, City Manager, Police Department, and professional staff concerning virtually every aspect of municipal government. The firm's work includes land use and zoning, development matters, contracts, procurement, employment, ordinance and resolution drafting, GRAMA, open and public meetings, governmental authority, administrative proceedings, law enforcement matters, and civil litigation.

The longevity and breadth of this engagement demonstrate our ability to develop institutional knowledge while remaining responsive to changing elected officials, administrations, personnel, legal requirements, and community needs. It also demonstrates our ability to provide comprehensive governmental representation over an extended period while maintaining a direct and accessible relationship with elected officials and senior staff.

Reference: John Taylor, City Administrator, [REDACTED]

Providence City, Civil City Attorney, (June 2017 – Ongoing)

Cowdell Law serves as Civil City Attorney for Providence City and provides comprehensive legal counsel to its elected officials, administration, and professional staff. Our representation includes substantial land use and development work, municipal governance, contracts, ordinances and resolutions, public meetings, property matters, and general municipal counsel.

Providence provides particularly relevant experience because it requires the firm to advise a growing community concerning the legal and policy consequences of residential growth and continuing development. Our attorneys work with City officials to ensure that land use decisions comply with LUDMA and other applicable law while preserving the lawful policy discretion entrusted to local elected officials.

Reference: Skarlet Bankhead, [REDACTED]

Draper City, ALJ, City Attorney, and Municipal Prosecution (January 2014-September 2025)

Mr. Cowdell served as City Attorney for Draper City during a significant period of growth and development. His work included advising the Mayor, City Council, Planning Commission, administration, and City staff concerning land use and zoning, development, municipal legislation, contracts, property matters, administrative law, and other issues arising from the operation of a rapidly growing municipality. We also provide administrative law services and previously provided the City's prosecution services. We continued to handle those prosecution responsibilities until the City's growth and increasing caseload warranted creating an internal city attorney and prosecution staff.

The Draper experience is particularly relevant to West Haven because it involved the intersection of substantial population growth, residential and commercial development, infrastructure demands, property rights, and municipal legislative authority. It required legal counsel who could identify legal constraints while also helping elected officials preserve and exercise their lawful policymaking discretion.

Reference: Troy Walker, Mayor, [REDACTED]

Sandy City Council, Independent Legal Counsel, (February 2028 – Current)

Cowdell Law serves as independent legal counsel to the Sandy City Council. Mr. Cowdell serves as the Council's primary attorney and legal advisor. The firm advises elected officials concerning legislative authority, land use and development, ordinances and resolutions, governmental powers, contracts, public meetings, and other significant municipal matters. The representation includes regular attendance at Council meetings, legal research, preparation and review of legislative documents, and advice concerning the Council's exercise of its legislative and policymaking authority.

This engagement provides substantial experience working directly with elected officials and navigating the respective legal responsibilities of the legislative and executive functions of municipal government.

Reference: Dustin Fratto, Executive Director, [REDACTED]

Sandy Suburban Improvement District, General Manager and Legal Counsel, Ongoing
Mr. Cowdell serves as both General Manager and legal counsel to the Sandy Suburban Improvement District. This dual role provides a particularly practical understanding of special district operations because his responsibilities extend beyond providing legal opinions to direct involvement in the administering and operating a public utility entity.

The work includes board governance, wastewater infrastructure, capital planning and improvements, procurement, contracts, property and easement matters, rates and fees, governmental records, regulatory compliance, personnel matters, and long-term infrastructure planning. This experience is directly relevant to the West Haven Special Service District because it combines legal representation with practical knowledge of the financial, operational, infrastructure, and governance issues confronting a public sewer entity.

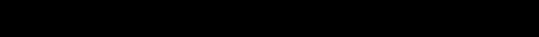
Reference: Jerry Knight, Former General Manager, [REDACTED]

South Valley Water Reclamation Facility and Midvalley Sewer District, General Counsel Services, Ongoing (January 2011 – Current)

Cowdell Law provides legal services to the South Valley Water Reclamation Facility and Midvalley Sewer District. Ryan J. Richards serves as General Counsel to these entities, with Mr. Cowdell and other Cowdell Law attorneys providing additional governmental and legal support as appropriate. The firm's work includes special district governance, regional wastewater infrastructure, contracts, procurement, interlocal agreements, easements and property interests, regulatory compliance, capital facilities, and the allocation of ownership, maintenance responsibilities, and costs among participating governmental entities. Recent work has included legal issues concerning the ownership, operation, maintenance, rehabilitation, and long term governance of regional interceptor infrastructure serving multiple governmental entities.

This experience is directly applicable to the West Haven Special Service District. The RFP states that WHSSD owns and operates approximately eighty miles of sanitary sewer lines and three sewer lift stations, as well as a culinary water system with approximately 350 connections. Cowdell Law therefore brings practical experience with many of the same infrastructure, governance, property, and intergovernmental issues confronting the District.

Reference: Lee Rawlings, General Manager, South Valley Water Reclamation Facility.



Vermillion Hills Fire District, Legal Counsel, (Ongoing)

Cowdell Law provides legal representation to the Vermillion Hills Fire District. The representation further broadens the firm's special district experience and includes advice concerning district governance, public meetings, contracts, procurement, personnel matters, governmental authority, and statutory compliance. The engagement demonstrates that Cowdell Law's special district practice extends beyond sewer and wastewater entities and encompasses the broader governance principles applicable to Utah special districts.

Municipal and Conflict Prosecution

Cowdell Law also maintains an extensive governmental prosecution practice and is the largest private provider of municipal prosecution services in Utah. The firm provides prosecution services for multiple municipalities and handles a substantial volume of criminal and traffic matters in Utah justice courts. The practice requires significant coordination with municipal governments, police departments, courts, witnesses, and other governmental agencies, as well as managing substantial caseloads and consistently exercising prosecutorial judgment.

Partner Ryan J. Richards supervises the firm's prosecution practice. Before entering private practice, Mr. Richards served as a municipal prosecutor for South Salt Lake City and Salt Lake City. He also served as an Assistant Utah Attorney General handling administrative proceedings, trials, and appeals and subsequently served as a Justice Court Judge for South Salt Lake City. His experience as prosecutor, government litigator, and judge provides significant institutional knowledge concerning municipal law enforcement, litigation, and justice court administration.

Cowdell Law also serves as conflict prosecutor for the Salt Lake County District Attorney's Office, accepting matters in which that office is unable to act because of a conflict. This assignment requires

Cowdell Law attorneys to exercise independent prosecutorial judgment in matters entrusted to the firm by one of Utah's largest governmental prosecutorial offices.

Experience with Concurrent and Interrelated Governmental Clients

Cowdell Law also has significant experience representing governmental entities whose jurisdictions, personnel, infrastructure, and institutional interests intersect. For example, Cowdell Law concurrently serves as legal counsel to the Sandy City Council, the Sandy Suburban Improvement District, and the South Valley Water Reclamation Facility. These governmental entities have overlapping jurisdictions and interests, and many of the same elected officials, administrators, and other governmental participants interact across the respective entities. Cowdell Law has successfully represented these entities concurrently for several years while preserving the independent professional obligations owed to each client.

Writing Samples

The RFP requests a portfolio of six writing samples of work authored by the proposed Primary Attorney. The requested portfolio includes two recent legal memoranda or letters applying or interpreting the law for a governmental entity, two ordinances, resolutions, or other public policy documents drafted for a governmental entity, and two legal briefs filed in litigation. Cowdell Law has included the requested writing samples as Exhibit B. The samples were selected to demonstrate the breadth of Mr. Cowdell's governmental practice, including municipal governance, statutory interpretation, land use regulation, special district governance, governmental records, and litigation.

1. Legal Memorandum: Legislative Authority and Meaning of “Governing Body.”

This memorandum addresses a municipal governance issue involving the interpretation of statutory and contractual language concerning the meaning of “governing body” and the allocation of governmental authority. The memorandum analyzes the applicable interlocal agreement, Utah statutory law, principles of contractual interpretation, and Utah Supreme Court authority. It demonstrates the firm’s experience advising governmental entities concerning the respective legal authority of elected officials and governmental bodies.

2. Legal Memorandum or Letter: North Trunk Line and Regional Wastewater Infrastructure.

This sample addresses legal and governance issues arising from regional wastewater infrastructure shared among multiple governmental entities. The work analyzes ownership, operational responsibility, easements and access rights, maintenance and rehabilitation obligations, and the appropriate allocation of responsibilities among participating public entities. The sample demonstrates the firm’s special district and public infrastructure experience and its ability to address complex intergovernmental issues involving significant public assets.

3. Legislative Drafting Sample: Sandy City Short Term Rental Ordinance.

This sample consists of municipal code provisions regulating short-term rentals. The ordinance addresses permitting and licensing requirements, owner occupancy, operational standards, neighborhood protections, and enforcement. It demonstrates the firm’s experience drafting municipal legislation and, particularly, his experience with land use and zoning matters. The sample is especially pertinent to West Haven City's stated interest in counsel with substantial land use experience.

4. Public Policy and Legislative Drafting Sample: Sandy Suburban Improvement District Privacy Program Resolution and Policy.

This sample includes a resolution and accompanying governmental privacy policy developed for the Sandy Suburban Improvement District. The documents address compliance with Utah governmental privacy and records requirements and establish an operational framework for the District's management and protection of governmental information. The sample demonstrates the firm's experience translating statutory requirements into practical policies and procedures for a special district.

5. Litigation Brief: GRAMA Summary Judgment Litigation.

This sample is a summary judgment brief filed in Utah District Court involving the interpretation and application of Utah's Government Records Access and Management Act, commonly known as GRAMA. The litigation presented questions concerning the proper application of GRAMA to records held by a governmental entity. The firm represented the client, which prevailed on the issues presented. The sample demonstrates his experience in governmental litigation, statutory interpretation, written advocacy, and GRAMA.

6. Litigation Brief: GRAMA Administrative Appeal on Behalf of Taylorsville City.

This sample is a legal brief filed on behalf of Taylorsville City in an administrative GRAMA appeal before the Government Records Office. The brief addresses multiple records requests and applies GRAMA provisions governing reasonable specificity, nonexistent records, duplicative requests, attorney client privilege, attorney work product, litigation strategy, draft records, and records relating to internal affairs investigations. It demonstrates practical governmental advocacy involving a complex public records dispute and the application of GRAMA to municipal records and law enforcement matters.

Collectively, these writing samples demonstrate the breadth of legal service provided to governmental clients. They include advisory work, municipal and special district governance, land use regulation, legislative and policy drafting, public infrastructure, statutory interpretation, governmental records, and civil litigation. The complete writing samples are attached to this Technical Proposal as Exhibit B.

3. Approach, Capacity & Understanding of West Haven's Needs

Cowdell Law's philosophy and approach are shaped by our core beliefs and decades of experience representing and working in local governments. We specialize in local government work because we believe that it is the level of government that most directly and significantly impacts people. As the level of government closest to its citizens, it is uniquely positioned to protect and enhance communities and improve the daily lives of residents.

Our philosophy and approach are anchored in providing client-centric representation. It begins with our commitment to our clients, forging a strong relationship deeply rooted in trust, competence, diligence, and effective communication. We uphold the highest standards of loyalty, confidentiality, candor, and diligence to foster this trust.

We are committed to diligently and zealously advocating for and protecting our clients' interests. Our decades of experience representing municipalities, special service districts, administrative agencies, and other governmental clients give us unique competence across the wide range of issues municipalities face. Our firm includes attorneys who have served or currently serve as elected

officials. This gives us unique insight into how legal counsel can best serve elected officials and local governments.

A commitment to responsiveness and accessibility characterizes our client-centric approach. This means responding promptly to inquiries, being available through the client's preferred communication channels, and providing regular updates on cases or issues. Recognizing that city officials and employees often face urgent, time-sensitive matters, we prioritize being readily available to provide timely, effective legal support. You can call on us whenever an issue comes up. We are available and willing to meet in person anytime the need arises. Because our lawyers primarily work for political subdivisions of the state of Utah, we understand that we are “on call” 24 hours a day. We are always available by email, cell phone, or text and can meet in person anytime we are needed.

We tailor our legal services to each client’s unique needs. Our experience spans rural communities with small populations to large urban and suburban cities, giving us a deep understanding of the diverse goals, challenges, and needs of local governments. While some issues are common across municipalities, we recognize that each community is distinct. Their goals, needs, and challenges are similarly unique. Our client-centric approach involves crafting innovative, customized solutions to meet West Haven City's specific objectives. This tailored approach, combined with our extensive experience, has enabled us to save clients tens of millions of dollars and deliver solutions where others saw none.

We practice preventive law, meaning we proactively address potential legal and ethical issues before they escalate. By providing forward-thinking legal guidance, we help city officials avoid costly litigation, investigations, and public relations challenges. This approach not only mitigates risk but also helps West Haven City achieve its goals and serve its community effectively.

We are committed to excellence, personalized service, zealous advocacy, and preventive strategies to ensure that our clients receive exceptional legal representation tailored to their unique needs.

Our approach emphasizes preventive law, clear written and oral advice, rapid responsiveness, and practical solutions tailored to a growing municipality’s budget and staff capacity. Tracy Cowdell or Ryan Richards will personally attend or be available for City Council and Planning Commission meetings as needed. We will likewise support District Board meetings. We are available for virtual participation or in-person attendance as requested.

Land-use and zoning expertise is a particular strength. We routinely advise growing cities on LUDMA compliance, development agreements, zoning decisions, conditional uses, variances, and related litigation risk. Special-district experience (Title 17D governance, interlocal agreements, utility operations, fee/tax authority, and board support) is equally relevant to the West Haven Special Service District.

4. Insurance, Good Standing & Contractual Compliance

Cowdell Law maintains comprehensive insurance coverage appropriate for its governmental law practice. The firm's professional liability, or errors and omissions, insurance provides \$2,000,000 per occurrence and \$2,000,000 aggregate in coverage. The firm also maintains commercial general liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, together with workers' compensation and employers' liability coverage. A current Certificate of Liability Insurance evidencing the firm's coverage is attached as Exhibit C.

Cowdell Law has reviewed the insurance requirements and other contractual provisions identified in the RFP and is prepared to comply with the applicable requirements of the engagement. Upon selection, the firm will work with its insurance carrier to provide any certificates or endorsements required by the final agreement.

Cowdell Law has also reviewed the principal contractual terms contemplated by the RFP, including the nonexclusive nature of the engagement, termination provisions, ownership of work product, and the requirement that proposed rates remain firm during the initial twelve-month period. The firm is prepared to enter into an agreement consistent with the requirements of the RFP.

5. Closing

Cowdell Law is prepared to provide high-quality, responsive, and cost-effective civil legal services to West Haven City and the West Haven Special Service District. Tracy Cowdell's 23+ years of city-attorney experience, combined with the firm's special-district practice and multi-attorney depth, positions us to meet every requirement of this RFP. We welcome the opportunity to discuss our proposal further and to interview at the Evaluation Committee's convenience.

Respectfully submitted,



Tracy S. Cowdell, Esq., Partner

Cowdell Law

August 17, 2026