

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Litigation services to be provided by the law firm, Snow Christensen & Martineau

**SUMMARY:** Proposed engagement letter with Snow Christensen & Martineau to provide litigation services for one pending litigation matter.

**FISCAL IMPACT:**

The cost of on-going legal services for pending litigation.

**STAFF RECOMMENDATION:**

Staff recommends adoption of the attached Resolution.

**MOTION RECOMMENDED:**

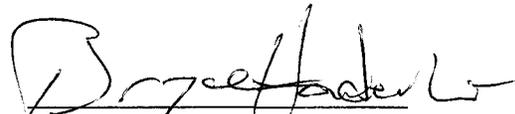
“I move to approve Resolution No. 15-107, authorizing the Mayor to execute a written agreement with Snow, Christensen & Martineau for the rendering of legal services defending the City and its representatives in the now pending litigation.”

**Prepared by:**



Darien Alcorn  
Acting City Attorney

**Recommended by:**



Bryce Haderlie  
Interim City Manager

**DISCUSSION:**

Pursuant to West Jordan's purchasing policies, the City Attorney's office requested statements of qualifications from attorneys interested in performing legal litigation services for the City on an as-needed basis. After receiving direction and authorization from the City Council and City Manager, the City Attorney's office contacted three qualified law firms who had submitted statements, and inquired about their availability to represent West Jordan in one pending litigation matter.

Two of the three law firms contacted were not available. However the law firm of, Snow Christensen and Martineau is available and capable of representing West Jordan in this litigation matter. The attached engagement letter is proposed to memorialize the representation. The hourly rates are as follows: Maralyn English, \$250.00; other shareholders, \$250.00; Associates, \$220.00; and Paralegals, \$140.00. They will apprise the City Attorney's office of progress and coordinate work with the City Attorney's office where possible to reduce the expense of outside legal fees.

**THE CITY OF WEST JORDAN, UTAH**  
A Municipal Corporation

RESOLUTION NO. 15-107

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR  
OF AN AGREEMENT BETWEEN THE CITY OF WEST JORDAN  
AND SNOW, CHRISTENSEN & MARTINEAU P.C.

Whereas, the City Council has reviewed and considered the attached Agreement between the City and Snow, Christensen & Martineau P.C.; and

Whereas, the City Council has determined the contract to be in the best interest of the City; and

Whereas, the City Council of the City of West Jordan accepts the engagement; and

Whereas, the City Council of the City of West Jordan desires that an agreement be executed by the Mayor; and

Whereas, the Mayor is authorized to execute agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is authorized and directed to sign the Agreement between the City and Snow, Christensen & Martineau P.C., attached hereto.

Section 2. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 10<sup>th</sup> day of June, 2015.

CITY OF WEST JORDAN

ATTEST:

By: \_\_\_\_\_  
Mayor Kim V. Rolfe

\_\_\_\_\_  
MELANIE BRIGGS, City Clerk

Voting by the City Council

"AYE"

"NAY"

Chad Nichols

\_\_\_\_\_

\_\_\_\_\_

Chris McConnehey

\_\_\_\_\_

\_\_\_\_\_

Ben Southworth

\_\_\_\_\_

\_\_\_\_\_

Judy Hansen

\_\_\_\_\_

\_\_\_\_\_

Sophie Rice

\_\_\_\_\_

\_\_\_\_\_

Jeff Haaga

\_\_\_\_\_

\_\_\_\_\_

Mayor Kim V. Rolfe

\_\_\_\_\_

\_\_\_\_\_

# SNOW, CHRISTENSEN & MARTINEAU

John E. Gates  
Michael R. Carlston  
Samuel Alba  
David W. Slaughter  
Shawn E. Draney  
John R. Lund  
Rodney R. Parker  
Richard A. Van Wagoner  
Andrew M. Morse  
Daniel D. Hill  
Camille N. Johnson  
Elizabeth L. Willey  
E. Scott Awerkamp  
Korey D. Rasmussen  
Terence L. Rooney  
Jill L. Dunyon  
David L. Pinkston  
Brian P. Miller  
Judith D. Wolferts  
Keith A. Call  
Heather S. White  
Robert W. Thompson  
Scott H. Martin  
Maralyn M. English  
Kenneth L. Reich  
Bradley R. Blackham  
D. Jason Hawkins  
Richard A. Vazquez  
P. Matthew Cox  
Derek J. Williams  
R. Scott Young  
Matthew W. Starley  
Nathan A. Crane  
Scott C. Powers  
Christopher W. Droubay  
Nathan R. Skeen  
Brian A. Mills  
Dani N. Cepernich  
Tsutomu Johnson  
Robert T. Denny  
Robert W. Lin  
Adam M. Pace  
James S. Judd  
Nathanael J. Mitchell  
Lindsay K. Nash  
Taymour B. Semnani  
Matthew B. Purcell

To Contact Writer:  
mme@scmlaw.com  
(801) 322-9173

May 28, 2015

Darien Alcorn  
City of West Jordan  
8000 South Redwood Road  
West Jordan, UT 84088

Dear Darien:

The Law Firm of Snow, Christensen & Martineau (the “Firm”) has had an ongoing relationship with West Jordan City (“you” or the “City”) providing employment-related legal services when the City was insured by Utah Risk Management Mutual Association (“URMMA”). Since at least 2010, this Firm has provided employment-related legal services directly to the City. When you contacted me this week concerning the lawsuit filed in Third District Court titled: *Jordan Hills Villages, LLC v. City of West Jordan*, Case No. 110901212, the Firm ran a conflicts check in order to open an internal file. The conflict check cleared and we agree to represent the City of West Jordan in the litigation filed by Jordan Hills Villages, LLC on the following terms:

This letter sets forth the terms of our representation.

1. **Fees.** Our representation will be upon an hourly rate fee basis. The City will be billed at the hourly rates for each lawyer rendering services on your behalf. Statements will be rendered and will be payable monthly. The applicable rate in each case depends on which of our lawyers renders services on your behalf. The hourly rate charged varies from lawyer to lawyer, depending upon such factors as skill in the particular area of law, experience and reputation. It is anticipated that the following lawyers will be working on your case:

<u>Attorney</u>	<u>Hourly Rate</u>
Maralyn English	\$250.00
Other Shareholders	\$250.00
Associate Attorneys	\$220.00
Paralegals	\$140.00

Of Counsel  
A. Dennis Norton  
Allan L. Larson  
Kim R. Wilson  
Max D. Wheeler

These hourly rates are subject to periodic review, usually at the end of the calendar year, and may be revised in accordance with revisions applicable generally to hourly rate work.

The charges for our work include, but are not limited to: court appearances, telephone conferences, office conferences, legal research, depositions, review of file materials and documents, preparation for trials, hearings, conferences, travel time, drafting of pleadings, instruments, correspondence or other documents. Time shall be charged in units of one-tenth hour and any portion of a tenth of an hour shall be charged as a full tenth hour.

2. Costs. You will also be billed for any out-of-pocket costs that we incur on your behalf. These costs include, but are not limited to, travel charges, express mailing charges, long-distance telephone calls, charges for copies, usage charges for computer-based legal research systems, telecopier services, courier service charges and court filing fees.

Our current rates for costs and advances are as follows:

(a) Copying. The charge for all photocopying shall be .20 cents per page, which shall be charged for each copy made, including copies for the court, our files, your information, etc.

(b) Transportation. The charge for transportation expenses shall be billed at the current IRS rate for travel by personal automobile and the actual costs of travel by other means such as, but not limited to, airplane or rented automobile. Lodging, meals and other related expenses shall be charged at actual cost.

(c) Cash Advances. All cash advanced by us for expenses such as, but not limited to, telephone, postage, recording or filing fees, court costs or witness fees, shall be charged at actual cost or as close thereto as possible.

3. Cooperation. We understand that you agree to cooperate fully with and give any necessary assistance to us in connection with the case and that you agree that failure to cooperate with or assist us shall, notwithstanding anything to the contrary, give us the right to withdraw immediately as your counsel.

4. Arbitration. In the event of a dispute concerning this agreement, we each agree to submit that dispute to binding arbitration before the Utah State Bar in accordance with its rules and procedures.

5. Enforcement. In the event arbitration is instituted by us or you to enforce any part of this agreement, the unsuccessful party shall pay all costs and expenses incurred by the prevailing party, including but not limited to, reasonable attorneys' fees and costs.

6. Withdrawal or Dismissal. You shall have the right to dismiss us as your attorneys at any time. We shall have the right to withdraw as your counsel for your failure to comply with the terms of this letter, including without limitation, timely payment of fees and/or in accordance with the Utah Code of Judicial Administration. Upon withdrawal or dismissal, all accrued charges and fees shall be billed to you and paid by you as provided above. After completion of this matter, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. The firm has no continuing obligation to advise you with respect to future legal developments.

7. No Guaranties. You hereby acknowledge that we have made no guaranties regarding the successful outcome of this matter and all expressions about the outcome or possible damages are simply estimates at this point and no guaranty or representation of any specific outcome.

8. 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.

If the above arrangement is satisfactory to you, and memorializes our continuing relationship, please sign the original of this letter in the space indicated below and return the same to us. A copy of this letter is enclosed for your records.

Very truly yours,

SNOW, CHRISTENSEN & MARTINEAU



Maralyn M. English

MME  
Encl.

Darien Alcorn  
City of West Jordan  
May 28, 2015  
Page 4

Additionally, the Firm will inform a designated attorney in the City Attorney's Office of the proceedings and status of the case. To the extent the City Attorney's Office requests to be involved in the case, and such involvement can reasonably be accommodated, the Firm will involve the City Attorney's Office to reduce the expense of outside legal fees to the City.

ACCEPTED AND AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Mayor Kim V. Rolfe

Attest:

\_\_\_\_\_  
Melanie Briggs, City Clerk

**APPROVED AS TO LEGAL FORM**  
West Jordan City Attorney  
By: Darien Alcorn Date: 6/12/15