

August 23, 2023

**VIA EMAIL**

Tooele County  
Colin R. Winchester  
Deputy Tooele County Attorney  
47 South Main  
Tooele, UT 84074  
[colin.winchester@tooeleco.org](mailto:colin.winchester@tooeleco.org)  
[andy.welch@tooeleco.org](mailto:andy.welch@tooeleco.org)

RE: Tooele County - Engagement Letter - Water Cooperative

Dear Colin:

Thank you for asking Dorsey & Whitney LLP (the "Firm") to represent and advise Tooele County. Because clear and timely communication is important for serving clients well, we want to begin by stating mutual understandings about services and charges.

**Services.** We will provide legal services for Tooele County with regard to the Interlocal Cooperative Water Agreement. It is mutually understood that these services are solely for the benefit of Tooele County.

**Fees, Disbursements and Billing.** Our fees are ordinarily based primarily on our usual and customary hourly rates and minimum increments. I will be the attorney principally responsible for the representation of Tooele County. My current standard hourly rate is \$552. Our hourly rates are subject to adjustment from time to time, usually in October. Our fees may also be affected by factors such as the amount involved in the representation, unusual time constraints, use of prior work product, and overall value of the services. Although on client request we may attempt to estimate the fees for an engagement, legal representations often involve variables that make it difficult or impossible to estimate fees accurately.

Disbursements for certain items, such as filing fees and travel expenses are usually advanced by us, then billed to clients. We sometimes ask providers, such as court reporters or expert witnesses, to submit certain substantial charges directly to clients.

We will submit monthly statements, describing services performed, and stating fees and other charges. Payment by Tooele County will be due within 30 days.

**Other Representations.** We request that a signed copy of this letter be returned to indicate agreement that while this Firm is representing Tooele County, (1) the Firm may represent other clients who may be adverse to Tooele County in unrelated matters; and (2) the Firm may represent other parties who may be adverse to Tooele County in this matter in other unrelated matters. These agreements are made on the following understandings. First, the

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Firm will not use confidential client information against a client. Second, the Firm will not represent a party adverse to a client on a subject matter substantially related to the subject matter of the Firm's representation of that client. Third, while the Firm represents a client the Firm will not undertake litigation in which the client is a directly adverse party. Fourth, the Firm lawyer(s) personally involved in representing a client will not personally be involved in representing parties adverse to that client, without the client's specific consent.

**Completing Our Services.** We intend and expect to complete our services to your satisfaction. However, we will withdraw from representation upon client request. We may also withdraw in the manner and for the reasons provided by judicial and professional rules, such as if our fees are not paid timely. At the conclusion of representation, a client may request a copy of any client files or papers to which the client is entitled, for which we may charge a reasonable fee for the cost of gathering and/or producing electronic documents.

**File Retention and Destruction.** The Firm's policy is to upon request deliver to clients during or promptly following the completion of a particular matter all original documents and materials the client has provided to us, and all materials prepared as a part of the representation that are necessary for the client to have. Extra copies of documents or other duplicative materials are likely to be discarded when the file is closed. The Firm retains the remaining file for ten years, but does not provide additional notice of its destruction.

Please sign a copy of this letter and return a copy of the signed letter to my attention, keeping the original for your file. Acceptance of our legal services entails acceptance of the terms of this letter.

We greatly appreciate the opportunity to be of service. If there are any questions about our services, or the fee and billing arrangements, please call me.

Best regards,

DORSEY & WHITNEY LLP

*Richard R. Hall*

Richard R. Hall, Partner

The arrangements stated above are hereby agreed to:

TOOELE COUNTY

*Colin R. Winchester*

By: Colin R. Winchester, Deputy Tooele County Attorney

TOOELE COUNTY:

*Andy Welch*  
Andy Welch  
County Manager

Dated: 09/01/2023