January 28, 2016

Via Email

Mr. Grant Charles
Roosevelt City Attorney
255 S. State Street 36-8
Roosevelt, UT 84066
gcharles@duchesne.utah.gov

Officer Peter Butcher
Roosevelt Police Department
255 S. State St.
Roosevelt Utah, 84066

> *Re:*   *Shumway v. Roosevelt City, et al.*

Dear Grant and Officer Butcher:

We are pleased to have been asked by Roosevelt City's insurance company to represent the City and Officer Peter Butcher. The City and Officer Butcher will be our clients, not the insurer. We want the City and Officer Butcher to fully understand this arrangement. So, please carefully read what follows. Hereafter, any reference to "the City" shall include Office Peter Butcher.

Usually an insurance policy gives the insurance company both the right and the responsibility to provide a legal defense for the City when the City is sued about something that is covered by the policy. This is why the insurer selects and pays a lawyer to represent the City. Under this arrangement, although the insurer is paying our fees, the City is our client.

Normally a lawyer's fees are paid by his or her client. The law does permit a lawyer to be paid by someone from a source other than the client; however, the lawyer must assure that "there is no interference with the lawyer's independence of professional judgment or with the lawyer-client relationship." Rule 1.8(f) Utah Rules of Professional Conduct. According to the Utah State Bar, it is ethical for us to represent the City under the supervision of an insurance company so long as we maintain our independent professional judgment.

As our client the City can expect:

- Our independent professional judgment, candid advice, diligent and prompt service, competence and undivided loyalty.

- That, within the limits of the rules of ethics, we will zealously represent the City's interests in the case we are defending for the City.
- That we will keep confidential the private information the City may share with us, subject to the insurance company's right to be informed about the case.
- That we will properly supervise the associate lawyers and paralegals who may work on the City's case.
- We have been retained to fully defend the City's interests in this lawsuit; however, we are not retained to represent the City as to any affirmative claims the City may wish to assert, nor are we retained to represent the City as to any legal issues that may exist or may arise as between the City and the insurance company. As to those matters, the City has every right to retain counsel of the City's own choosing and we will cooperate with them fully.
- We may be asked to evaluate the case against the City, both as to potential for liability and as to the potential for damages. We will provide all information about that evaluation to both the City and the insurance company and may also participate in negotiations to settle the case to the extent we are authorized to do so by the insurance company.
- Although we may supply the insurance company with regular reports about developments in the case, we will not supply the insurance company with any information we deem to be detrimental to the City's interests unless and until we have obtained the City's consent to disclose that information. However, we will not assist in perpetrating any fraud on the City's insurer or perjury to the court.
- We will work with a lawyer that the City retains at the City's own expense to function as our co-counsel in this matter, should the City choose to do so for any reason.

As the City's lawyer we expect:

- That City employees and representatives will cooperate with us in supplying needed documents and information.
- That City employees and representatives will come to appointments, in court and otherwise, that may be necessary.
- That City employees and representatives will ask us about any aspect of the case or our representation that concerns the City or about which the City may have a question.

As the payor the City insurer can expect:

- That we will consult with the insurer regarding the course and cost of the defense

as well as strategies for resolution.

- That we will charge reasonable fees and be accountable to the insurer for our work.
- That we will submit regular and responsible reports about the case to assist them in evaluating possible exposure under the policy.
- To decide whether to settle the case against the City within the limits of the policy and do so in accordance with the terms of the policy.
- That we will follow the guidelines and procedures established by the insurer to aid in controlling the cost of litigation and assuring good communication between the insurance company and our firm. These guidelines will not keep us from exercising our independent professional judgment or interfere with our lawyer-client relationship with the City. According to Utah law: "A lawyer shall not permit a person who recommends, employs or pays the lawyer to render legal services for another, to direct or regulate the lawyer's professional judgment in rendering such legal services." Rule 5.4, Utah Rules of Professional Conduct.

The attorney-client relationship works best when there is a solid mutual understanding about the responsibilities of the Clients and the attorney. Please review this letter carefully. If it meets with the City's approval, have the appropriate person from the City sign the enclosed copy of the letter in the space provided below and return it to me.

If at any time you wish to discuss any aspect of our legal representation of the City, we encourage you to contact us.

Very truly yours,

SNOW CHRISTENSEN & MARTINEAU

Heather S. White

cc: Chris Rozelle (via email)

AGREED TO AND ACCEPTED:

Roosevelt City

By: _Vaun D. Ryan_
Title: _Mayor_
Date: _March 3, 2016_

Officer Peter Butcher

Pete Butcher
Peter Butcher
Date: _MARCH 4, 2016_