

AGREEMENT # _____

THIS AGREEMENT made and entered into by NORTH OGDEN CITY CORPORATION, hereinafter called the "CITY", and Christopher F. Allred and David C. Wilson hereinafter called the "Attorneys" for ADMINISTRATIVE HEARING OFFICER SERVICES.

WHEREAS, the CITY desires to enter into this agreement with the Attorneys providing for their services to the extent and upon the terms and conditions as hereinafter set forth, and

WHEREAS, the Attorneys are willing to enter into this agreement with respect to their employment and services upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the provisions and the mutual agreements as hereinafter set forth, the parties hereto agree as follows:

1. The CITY agrees to retain and contract with ATTORNEYS to serve the CITY as its CITY ADMINISTRATIVE HEARING OFFICER SERVICES from the date of official appointment, beginning **June , 2013** and continuing through (), or until such time as either party may give reasonable notice to terminate this agreement. Reasonable notice shall be construed herein to mean a minimum of sixty (60) calendar days prior to such termination unless a shorter period is mutually agreed to by both parties. This **three (3)** year contract can, at the conclusion of the contract, be extended and renegotiated by the ATTORNEYS and the CITY.

The ATTORNEYS agree that during the period of the contract the following:

1. The ATTORNEYS shall provide all necessary hearing officer service for the City.
2. Attorneys will act as hearing officers and will hear and decide variance requests and other appeals from land use decisions as requested by the City.
3. Compensation to the ATTORNEYS shall be on an hourly rate basis of (\$100) one-hundred dollars per hour and contracted for with the CITY for the purposes and to the extent set forth in this agreement and their relation to the CITY during the period of this contract shall be that of an independent practitioner and they shall be free to dispose of such portions of their time, energy and skill during **their regular business** hours as they deem appropriate provided they perform services for the CITY as agreed upon. The ATTORNEYS shall not be considered under the provisions of this agreement or otherwise as having an employee status or being entitled to participate in any plans, arrangements or distributions by the CITY in connection with any fringe benefits provided to regular employees.
4. The ATTORNEYS agree to indemnify the CITY, its officers and employees against, and hold them harmless from, claims for liability for injury or damage caused by any negligent act or omission of any of the ATTORNEYS officers, employees,

volunteers, or agents in the performance of this Agreement.

4. This agreement is considered the controlling contractual document notwithstanding anything to the contrary in any exhibit, including, but not limited to, the Terms and Conditions.
5. This contract may be amended by mutual consent of both parties.

IN WITNESS WHEREOF, North Ogden City Corporation has caused this agreement to be executed in its corporation name by its Corporation Officers and Christopher F. Allred and David C. Wilson has executed this agreement pursuant to authorization by its officers.

Dated this _____ day of _____, 2013

NORTH OGDEN CITY CORPORATION

By: _____
Richard G. Harris, Mayor

ATTEST:

S. Annette Spendlove, MMC
North Ogden City Recorder

ADMINISTRATIVE HEARING OFFICERS:

Christopher F. Allred, Attorney

David C. Wilson, Attorney