

RESOLUTION NO. R-05-2021

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPOINTING KENNETH A. BROWN, JR. TO THE POSITION OF
ADMINISTRATIVE LAW JUDGE AND APPROVING A LEGAL SERVICES
AGREEMENT**

PREAMBLE

WHEREAS, in accordance with Eagle Mountain City Municipal Code 4.05.100, the City Council has the authority to appoint an Administrative Law Judge (“ALJ”) to act as the hearing officer for purposes of the City’s Administrative Code Enforcement Hearing Program; and

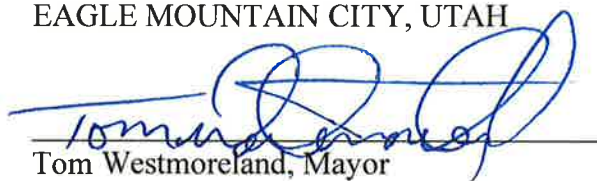
WHEREAS, the City desires to appoint Mr. Brown to the position of ALJ and to enter into a Legal Services Agreement with Mr. Brown.

NOW THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah as follows:


1. Kenneth A. Brown, Jr. is appointed to the position of Administrative Law Judge in accordance with Eagle Mountain City Municipal Code 4.05.100; and
2. The Legal Services Agreement (the “Agreement”) with Kenneth A. Brown, Jr., a copy of which is attached hereto as Exhibit A, is approved and the Mayor is authorized to execute the Agreement.

ADOPTED by the City Council of Eagle Mountain City this 16th day of March, 2021.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on this 16th day of March, 2021.

Those voting aye:	Those voting nay:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Colby Curtis	<input type="checkbox"/> Colby Curtis	<input type="checkbox"/> Colby Curtis	<input type="checkbox"/> Colby Curtis
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Carolyn Love	<input type="checkbox"/> Carolyn Love	<input type="checkbox"/> Carolyn Love	<input type="checkbox"/> Carolyn Love


Fionnuala B. Kofoed, MMC
City Recorder



Posted to City bulletin boards on 03.19.2021 by CP.

Exhibit A

LEGAL SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into effective as of March 16, 2021, by and between **EAGLE MOUNTAIN CITY**, a Utah municipality ("City") and **KENNETH A. BROWN, JR.** ("Mr. Brown").

RECITALS:

- A. Mr. Brown is in the business of providing administrative law judge services.
- B. Mr. Brown has extensive experience in providing administrative code enforcement related services.
- C. City desires to retain Mr. Brown to act as an administrative law judge ("ALJ") for purposes of the City's Administrative Code Enforcement Hearing Program (the "Program").

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. **Scope of Services to Be Provided.** Mr. Brown agrees to furnish services requested by City related to the Program ("Services") during the term of this Agreement. Services may include assisting City in establishing the forms, policies, and procedures for the Program; acting as the ALJ or Administrative Code Enforcement Hearing Officer; and issuing orders, decision, and rulings. Mr. Brown shall at all times be subject to applicable laws, rules, and regulations, including without limitation, the Rules of Professional Conduct adopted by the Utah Supreme Court ("Rules").
2. **Fees for Services.** City shall pay Mr. Brown a fee of One Hundred Dollars (\$100.00) per hour for all work performed by Mr. Brown for City. Mr. Brown shall also be entitled to reimbursement for Mr. Brown's reasonable travel time; reasonable computer research charges; and printing, postage or materials utilized by Mr. Brown in connection with the Services. Mr. Brown shall invoice City monthly. Invoices shall include a description of the services rendered and a detailed description of any costs.
3. **Term.** Unless otherwise terminated by City or Mr. Brown, this Agreement shall be effective as of the date hereof and shall terminate on March 1, 2024 (the "Termination Date").
4. **Termination.** This Agreement may be terminated by City or Mr. Brown at any time and for any reason by written notice, subject to Mr. Brown's compliance with the applicable rules of professional conduct. Upon termination, Mr. Brown shall make all reasonable efforts to transition Mr. Brown's files and other materials relevant to existing Program cases to City.

5. **Reporting.** Unless otherwise designated by the City, Mr. Brown shall report to the City's Director of Administrative Services.

6. **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 days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

City: City Administrator
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

Mr. Brown: Ken Brown
2051 W. Carefree Dr.
Taylorsville, Utah 84129
kenbrown@port21.com

7. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

8. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

9. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

10. **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 such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

11. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

12. **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.

13. **Conflicts of Interest.** Mr. Brown agrees that he shall attempt to avoid all conflicts of interest with other clients he may have. Because Mr. Brown will be acting as a representative of the City, Mr. Brown shall comply in all respects with the Utah Municipal Officers and Employees Act. Mr. Brown represents and certifies that he has not offered or given any gift or compensation prohibited by law to any officer or employee of City to secure favorable treatment with respect to being awarded this Agreement.

14. **Independent Contractor.** It is understood by the Parties that Mr. Brown is an independent contractor in relationship to City and not an employee of City, and City will not provide any benefits, including health insurance, paid vacation, retirement, or other employee benefits for Mr. Brown.

IN WITNESS WHEREOF, City caused this Agreement to be signed by its mayor and attested by its clerk and delivered, and Mr. Brown has caused the same to be signed and delivered.

DATED this 27th day of April, 2021.

EAGLE MOUNTAIN CITY

By: 
Mayor Tom Westmoreland

ATTEST:


Fionnuala B. Kofoed, City Recorder



DATED this 27th day of April, 2021.


KENNETH A. BROWN, JR