

RESOLUTION 2020-31

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING CITY ATTORNEY SERVICES AGREEMENT

WHEREAS, South Weber's agreement with Douglas J. Ahlstrom P.C. terminated June 30, 2020 creating an open position for city legal services; and

WHEREAS, the city requested referrals from other cities for attorney services which were then contacted with requests for proposals; and

WHEREAS, eight firms returned proposals namely, Blaisdell Church Johnson, Stevin Brooks, Cowdell & Woolley, Daines & Jenkins, Gordon Law Group, Hayes Godfrey Bell, Mike Houtz, and Jones Waldo; and

WHEREAS, a review committee; consisting of Mayor Jo Sjoblom, City Manager David Larson, City Engineer Brandon Jones, City Recorder Lisa Smith, Councilwoman Hayley Alberts, and Councilman Quin Soderquist; scrutinized each proposal and rated them based on key personnel, qualifications and experience, municipal expertise, and cost; and

WHEREAS, the review committee chose to interview three of the candidates: Rob Patterson from Blaisdell, Church & Johnson, LLC; Jayme Blakesley from Hayes Godfrey Bell, P.C.; and Dustin Ericson from Daines & Jenkins, LLP; and

WHEREAS, Mayor Jo Sjoblom, City Manager David Larson, Councilwoman Hayley Alberts, and Councilman Quin Soderquist conducted interviews and after conferring chose to recommend Hayes Godfrey Bell to the council for approval;

NOW THEREFORE BE IT RESOLVED by the council of South Weber City, Davis County, state of Utah, as follows:

Section 1. Award: The attorney service contract is hereby awarded to Hayes Godfrey Bell, P.C. as attached in Exhibit 1.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 21st day of July 2020.

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Roll call vote is as follows:

Council Member Alberts	<input checked="" type="radio"/>	AGAINST
Council Member Halverson	<input checked="" type="radio"/>	AGAINST
Council Member Petty	<input checked="" type="radio"/>	AGAINST
Council Member Soderquist	<input checked="" type="radio"/>	AGAINST
Council Member Winsor	<input checked="" type="radio"/>	AGAINST



Jo Sjoblom, Mayor



Attest: Lisa Smith, Recorder

EXHIBIT 1

**AGREEMENT FOR LEGAL SERVICES
WITH HAYES GODFREY BELL**

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into effective as of the 21st day of July, 2020, by and between **SOUTH WEBER CITY**, a municipal corporation of the State of Utah, hereinafter referred to as the “City,” and **HAYES GODFREY BELL, P.C.**, a Utah professional corporation, hereinafter referred to as the “Attorney”.

WITNESSETH:

WHEREAS, the City is a legal municipal corporation duly organized under the laws of the State of Utah; and

WHEREAS, the City requires various civil legal services to be performed in connection with its purposes and business and the Attorney is willing to perform said legal services as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Attorney’s Services.** Attorney agrees to perform or provide legal services for the City as requested in connection with civil matters of the City and to give legal consultation and advice to the City with respect to the same, and to prepare resolutions, contracts and other documents relating to the business of the City, and to attend meetings of the City and other meetings and hearings as requested by the City.

2. **Appointment.** The City hereby appoints Hayes Godfrey Bell, P.C., as City attorney. Services performed under this Agreement will primarily be performed by Jayme L. Blakesley. Other members of the firm, including Michael Z. Hayes, Todd J. Godfrey, Mark F. Bell, and Brad Christopherson may occasionally provide services.

3. **Attorney Compensation.** For the professional services outlined in paragraph 1 hereinabove, Attorney shall charge and be paid in accordance with Attorney’s regularly charged municipal rates of \$195 per hour. The City should expect the majority of services to be performed by Mr. Blakesley. Hourly rates charged by Attorney shall be deemed to include Attorney’s internal overhead office costs. The Attorney agrees to hold its rates at \$195 per hour for a period of thirty-six (36) months—until July 31, 2023. After that time, rates are subject to change by Attorney from time to time to reflect increases in the cost of doing business. The City agrees to reimburse Attorney for all costs and expenses advanced by Attorney on the City’s behalf with respect to litigation or otherwise.

4. **Termination.** This Agreement may be terminated by either party hereto by giving written notice of such termination to the other party. If such termination is without cause, the party terminating this Agreement shall give the other party a minimum of thirty (30) days advance written notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the date and year first hereinabove written.

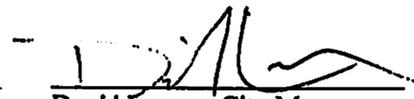
"CITY"

SOUTH WEBER CITY

ATTEST:



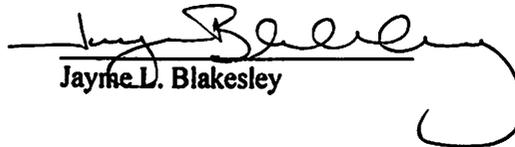
Lisa Smith
City Recorder



David Larson, City Manager

"ATTORNEY"

HAYES GODFREY BELL, P.C.



Jayne L. Blakesley