

**Resolution No. 21-02**

**A RESOLUTION OF SOUTH OGDEN ADVISING AND CONSENTING TO THE APPOINTMENT OF A CITY ATTORNEY AND APPROVING THE EXECUTION OF AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND THE CITY ATTORNEY; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO GIVE EFFECT TO THIS RESOLUTION ON BEHALF OF THE CITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION I - RECITALS**

WHEREAS, the City Council of SOUTH OGDEN City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with the provisions of UCA § 10-3-717, the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property; and,

WHEREAS, the City Council finds that in conformance with the provisions of SOCC § 1-6-3, the City Manager, with the advice and consent of the City Council, may appoint a City Attorney; and,

WHEREAS, the City Council finds that entering into an Employment Agreement with the City Attorney will be advantageous to both parties in that it will set out clearly the terms and condition of the Attorney's employment, including duties and responsibilities; and,

WHEREAS, the City finds that the public convenience and necessity requires the actions herein contemplated,

**NOW, THEREFORE, BE IT RESOLVED** by the City of SOUTH OGDEN as follows:

**SECTION II. ADVICE AND CONSENT, APPOINTMENT AND EMPLOYMENT AGREEMENT:**

1. That the South Ogden City Council gives their Advice and Consent to the Appointment of Eric Johnson to serve as City Attorney.
2. That the Employment Agreement negotiated between the City Attorney and the City Manager is accepted in all particulars.
3. That the City Manager is authorized to sign, and the City Recorder authorized to attest, any and all documents necessary to effect the terms, conditions, and events of this Resolution.

**SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:**

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

**SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:**

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

**SECTION V - SAVINGS CLAUSE:**

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of South Ogden City.

**SECTION VI. DATE OF EFFECT**

This Resolution shall be effective on the 5<sup>th</sup> day of January 2021, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,  
STATE OF UTAH, on this 5<sup>th</sup> day of January 2021.

SOUTH OGDEN CITY

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Russell L. Porter  
Mayor

ATTEST:

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Leesa Kapetanov, CMC  
City Recorder

**BLAISDELL, CHURCH & JOHNSON, LLC**

DAVID L. CHURCH  
DAVID R. BLAISDELL  
ERIC TODD JOHNSON  
ROBERT A. PATTERSON  
LISA-MICHELLE CHURCH  
JOEL YELLOWHORSE

ATTORNEYS AT LAW  
5995 REDWOOD RD.  
SALT LAKE CITY, UT 84123

[eric@bcjlaw.net](mailto:eric@bcjlaw.net)  
(801) 261-3407 EXT 3  
(801) 261-3503 FAX  
(801) 520-5333 CELL

*Via Hand Delivery*

5 January 2021

Mayor Russell L. Porter  
South Ogden City  
3950 Adams Ave., Suite 1  
South Ogden City, Utah 84403

Re: Engagement Agreement

Honorable Mayor Porter,

**INTRODUCTION**

Our law firm specializes in municipal law, including municipal bonds. We are pleased to provide legal services to South Ogden City related to general civil matters, including litigation, administrative proceedings, review of land use applications, ordinance and policy review and drafting, etc. We understand that this engagement is on an “as-needed-basis” and may be terminated at any time by either party with 30 days written notice.

**RATES & BILLING**

The standard charge for our attorneys will be \$120 per hour. Paralegals will be charged at \$80 per hour. We may involve other attorneys and paralegals or clerks in our office in your matters as deemed appropriate in our sole discretion and judgment.

**COSTS**

In addition to the hourly rates described above, your City also will pay out-of-pocket costs incurred in your matters. However, costs such as long-distance telephone charges, in-house photocopying, travel costs within the state of Utah, and regular postage are included as part of our attorney’s fees. The costs for which your City will be billed may include process servers, court filing fees (if any), regulatory fees, court reporters, electronic research, statutory witness fees, out-of-state travel expenses (if any), large copying projects by outside vendors, expert witness fees, consultants, investigators, etc.

### **PAYMENT**

We generally bill on a monthly basis and expect clients to see that the invoice is paid in full within 30 days. The invoice will be from ETJLaw, Inc. All unpaid balances beyond 30 days will accrue interest at 12% per Annum. It is the policy to suspend work if a client is 60 days past due in payment and to withdraw from representation if an account becomes 90 days past due.

### **LIENS**

Legal fees and costs are secured by a lien on leases, mineral estates, water rights, real property and personal property which are subject of or connected to the legal services provided, as provided in Utah Code Ann. §38-2-7, or any successor section or common law.

### **CLIENT DUTIES**

Your City and its officials, as the client, agrees to be candid with us. This is particularly important when representing a public body, because at times the decisions of the public body require the approval of more than one person. City officials and personnel will need to cooperate in the preparation for any administrative proceeding, trial or hearings that may arise. Also, City officials and personnel will need to appear on reasonable notice for meetings, such as court appearances and depositions, if any, to pay our bills on time, and to comply with all reasonable requests made in connection with the preparation and presentation of these matters.

### **COOPERATION/COMMUNICATION**

Your cooperation in getting us information and in working with us on your matters can considerably expedite the matters and help reduce attorneys' fees. We will generally send you copies of all correspondence and pleadings sent or received. Call us if you have any questions. We anticipate reporting to your City on a regular basis, as often as daily, if desired, or when events require a report.

### **NO GUARANTEES OF OUTCOME**

We have made no guarantees regarding the final outcome of your matters or about issues that may be decided by an administrative or legislative body or court prior to a final ruling. Statements that we have made or may make regarding the likely outcome or the range of possible outcomes are only our opinions based upon our experience not guarantees of results.

### **SCOPE OF REPRESENTATION**

The specific services for which we have been retained to represent your City are for general civil legal issues of your City. Legal services for municipal bonds will be invoiced at a different rate. Certain aspects of the services to be performed for you will involve our judgment as to technical matters, such as, administrative or legislative proceedings, court schedules, continuances, extensions of time and the use of other attorneys and paralegals. Those matters shall be entrusted to our judgment without the necessity of specific consultation with you. It is disclosed that Mr. David Church and Mr. David Blaisdell are of retirement age and are reducing their respective legal practices. As a result, it is possible that the law firm in which Mr. Eric Johnson practices may change. The City acknowledges that Mr. Johnson may transfer his practice and agrees that as long as the terms of this agreement are not altered that such transfer,

of itself, would not be cause to discontinue or alter the legal services provided by Mr. Johnson and his associates.

**CONFIDENTIALITY**

Communications with us concerning your matters are generally confidential and are protected from disclosure under attorney-client privilege rules. This privilege is not absolute, and we may be required to reveal information, if necessary, to prevent a crime or fraud. Your privilege of confidentiality can also be lost if you discuss our communications with third parties. Also, this letter of engagement and all information regarding the matter we have been retained for may be shared.

Sincerely yours,  
**BLAISDELL, CHURCH & JOHNSON, LLC**

Eric Todd Johnson

Accepted and agreed this January 5, 2021

South Ogden City, Utah

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Russell L. Porter  
Mayor