



ORIGINAL

Resolution No. R2026-12 A Resolution Authorizing The Execution of an Agreement With Codify, LLC.
Dated June 24, 2026

WHEREAS, the governing body of Fairfield, Utah, desires to enter an agreement with Codify, LLC.

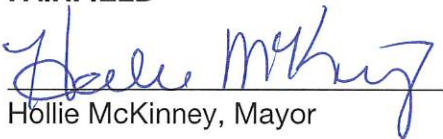
WHEREAS, the Town Council has determined that contracting with Codify, LLC will promote efficient planning and support the operational needs of the Town;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Fairfield, Utah, that the Mayor, Treasurer, and Town Recorder are hereby authorized to execute the Agreement between Fairfield and Codify LLC, attached hereto as Exhibit A.

EFFECTIVE DATE: This Resolution shall become effective immediately upon adoption.

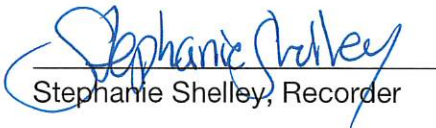
Passed and Adopted this **24th day of June, 2026.**

FAIRFIELD


Hollie McKinney, Mayor

Hollie McKinney	yes <u>X</u>	no _____	abstain _____
RL Panek	yes <u>-</u>	no <u>-</u>	abstain <u>-</u>
Tyler Thomas	yes <u>TT</u>	no _____	abstain _____
Michael Weber	yes <u>Mo</u>	no _____	abstain _____
Richard Cameron	yes <u>RSC</u>	no _____	abstain _____

ATTEST:


Stephanie Shelley, Recorder



FAIRFIELD

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, Stephanie Shelley, Town Recorder of Fairfield, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of a Resolution passed by the Town Council of Fairfield, Utah, on the **24th day of June, 2026.**

R2026-12 A Resolution Authorizing The Execution of an Agreement With Codify, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Fairfield, Utah, this **24th day of June, 2026.**


Stephanie Shelley
Fairfield Recorder/Clerk



EXHIBIT A

CODIFY, LLC
PROFESSIONAL SERVICES CONSULTANT AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “*Agreement*”) is made effective **01 June, 2026** by **FAIRFIELD TOWN**, a Utah municipality whose address is 121 West Main Street, Fairfield, Utah (“*Town*”), and by **CODIFY, LLC**, a Utah limited liability company whose address is 3829 South 400 East, Bountiful, Utah (“*Consultant*”). In this Agreement, Town and Consultant are each a “*party*” and collectively are the “*parties*.”

RECITALS:

- A. Town desires to obtain ongoing support for drafting updates to the Fairfield Town Code of Ordinances, along with on-call planning services, and related services, all in accordance with applicable standards.
- B. Consultant is a professional planning firm and is willing to undertake the performance of the services for Town as detailed in Exhibit A in exchange for fees hereinafter specified.
- C. Town has determined to retain Consultant to provide the Services.
- D. By this Agreement, Town desires to retain Consultant, and Consultant desires to be retained by Town, to perform the Services on the terms and conditions specified herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. **Scope of Services.** Consultant shall perform such services as are necessary to provide ongoing support for drafting updates to the Fairfield Town Code of Ordinances, along with on-call planning services specifically including, but not necessarily limited to, the tasks enumerated more fully in Exhibit A (collectively, the “*Services*”). Exhibit A is hereby incorporated herein by reference and made a part hereof as if written word for word.
- 2. **Performance of Services.** Except as otherwise provided in this Agreement, Consultant shall furnish all supervision, personnel, labor, materials, supplies and shall obtain all licenses and permits required for performance of the Services. The Services shall be performed at Consultant’s offices and other mutually-agreeable places.
- 3. **Compensation; Invoices; Remittance.** As consideration for Consultant’s proper performance of the Services, Client will pay Consultant the compensation set forth in Exhibit A.
 - a. **Invoices.** Consultant shall invoice Town for the Services performed during each calendar month at the end of that month or as soon as practical thereafter. All invoices submitted to Town shall contain references to this Agreement. Invoices shall detail the Services performed and shall contain copies of all supporting documents or proof of any expenditures on behalf of Town, and otherwise shall be in sync with the stage of completion of the Services outlined in Exhibit A. Invoices for any approved additional services also shall specify the person(s) performing such services, the hours worked, the applicable hourly rate(s),
 - b. **Questioned Charges.** Any questions or objections by Town concerning Consultant’s charges under an invoice for any Services shall be submitted within thirty (30) days after Town’s receipt of the subject invoice.
 - c. **Remittances.** Subject to subsection 3(b), all undisputed invoiced amounts due for Services performed shall be paid by Town within thirty (30) days after Town’s receipt of the subject invoice.

If payment is not remitted to Consultant when due, Consultant shall be entitled to recover interest thereon at the rate of ten percent (10%) per annum from and after the date the remittance is due and payable.

4. **Change in Level of Services.** Town may modify (increase or decrease) the level of the Services hereunder by providing at least fifteen (15) days' prior written notice to Consultant of such change, provided that any increase in the level of the Services shall be subject to Consultant's reasonable approval. Consultant's compensation shall be reasonably modified in connection with any such change.
5. **Suspension of Services.** Town shall have the absolute right to terminate the Services at any time without cost or liability to Consultant as provided in this Agreement; provided, however, that Town shall pay for all Services rendered up to the date of termination. Town also may by written notice direct Consultant to temporarily suspend performance of any or all of the Services for a specified period of time; provided, however, that Town shall pay for all Services rendered up to the date of suspension. If such suspension is not occasioned by the fault or negligence of Consultant, this Agreement may be modified to compensate Consultant for extra costs reasonably incurred as a result of said suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date that Town issues an order for resumption of the Services. Upon its receipt of any such suspension notice, Consultant immediately shall (a) discontinue the Services; (b) place no further orders or subcontracts in connection with the Services; (c) suspend all outstanding orders and subcontracts in connection with the Services; (d) protect and maintain the existing work and work-product in connection with the Services; and (e) otherwise mitigate Town's costs and liabilities for the suspended areas of the Services.
6. **Termination for Convenience.** Town may terminate this Agreement, or any part hereof, at any time with or without cause prior to its completion by sending to Consultant written notice of such termination. Upon any such termination, Town shall pay to Consultant the full amount due for all Services satisfactorily performed by Consultant as of the date of termination.
7. **Ownership of Documents.** All materials and documents prepared or assembled by Consultant under this Agreement shall become the sole property of Town and shall be delivered to Town without restriction on future use. Consultant may retain in its files copies of all drawings, specifications and all other pertinent information for the work, and may use such materials for marketing purposes. Consultant shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Agreement.
8. **Nondisclosure; Conflict of Interest.** Consultant shall not divulge to third parties without Town's prior written consent any information obtained from or through Town in connection with the performance of this Agreement. Unless waived by Town, Consultant shall require its employees and subcontractors of any tier to adhere to the same covenant of nondisclosure. Consultant shall safeguard the confidentiality of any information obtained from or through Town in connection with the performance of this Agreement to the same extent as Consultant safeguards the confidentiality of its own proprietary or confidential information. Consultant and its subcontractors shall not act as a consultant in any matters adverse to Town.
9. **Compliance with Laws.** Consultant shall comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances, including, without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Consultant also shall comply with all applicable equal opportunity laws and regulations.
10. **Patent and Copyright.** If Consultant's employees, officers, agents, subcontractors of any tier, or anyone of a like nature in the performance of the Services or as a result of performing the Services develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, or develop any process or the like (collectively, an "*Innovation*"), (a) such Innovation shall

be the property of Consultant, but (b) Consultant shall grant or cause to be used for the benefit of Town (or for Town's own internal use) the Innovation for so long as Town reasonably desires.

11. **Independent Contractor.** Consultant shall perform the Services as an independent contractor, and all persons employed by Consultant in connection with this Agreement or the Services shall be employees of Consultant and not employees of Town in any respect or for any purpose.
12. **Assignment.** Consultant shall not assign this Agreement, or any part thereof, without Town's prior written consent. Any attempted assignment in violation of this section shall be void from its inception.
13. **Subcontracts.** Except for those subcontractors which are specified in Exhibit A, Consultant shall not award any work to any subcontractor without Town's prior written approval, which approval will not be given until (a) Consultant submits to Town a written statement (containing such information as Town may require) concerning the proposed award to the subcontractor, and (b) Town has reasonably approved such proposed subcontract.

Consultant shall be as fully responsible to Town for the acts and omissions of Consultant's subcontractors, and of persons either directly or indirectly employed by such subcontractors, in the same manner as Consultant is liable for the acts and omissions of its own employees. Consultant shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to Consultant by the terms and conditions of this Agreement insofar as applicable to the work of subcontractors, and to give Consultant the same power to terminate any subcontract as Town may exercise over Consultant under this Agreement. Nothing in this Agreement, and no course of dealing, shall create any contractual relationship between Town and any of Consultant's subcontractors.

14. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Consultant the exclusive right to perform any or all of the Services from time to time required by Town.
15. **Indemnification.** Consultant will indemnify, defend, and hold harmless Town (including its elected and appointed officers, employees,) from and against any and all demands, liabilities, claims, damages, costs (including Town's reasonable attorney fees) actions and/or proceedings to the proportionate extent caused by the grossly negligent acts, errors, or omissions of Consultant in performance of the Services. In the event of a lawsuit brought against Town as a result of the Services (or lack thereof), Town shall notify Consultant of such action in writing within ten (10) days of Town's receipt of such lawsuit.
16. **Insurance.** Without limiting any obligations of Consultant, Consultant shall, prior to commencing work, secure and continuously carry insurance in accordance with Town's standard insurance requirements as delivered to Consultant in writing and shall furnish proof thereof satisfactory to Town promptly when requested.
17. **Professional Responsibility.** Consultant shall perform the Services using standards of care, skill and diligence as normally provided by a professional in the performance of consulting services similar to those contemplated hereunder. Without limiting any other remedies available to Town, if Consultant fails to comply with such professional standards, Consultant shall, upon notice from Town, promptly re-perform the sub-standard work at Consultant's sole cost.
18. **Progress.** Consultant shall submit periodic written progress reports as reasonably requested by Town.
19. **Conflict Resolution.** In the event of a dispute between the parties regarding the Services, including any invoice dispute, the parties shall first meet within fifteen (15) days to attempt resolution through good faith negotiation. If not resolved within thirty (30) days, the parties shall submit the dispute to non-binding mediation before a mutually agreed mediator. If mediation does not resolve the dispute, either party may proceed to litigation as provided in Section 20.

20. **Claims and Disputes.** Claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in Utah County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Consultant shall continue to perform the Services during any such litigation and Town shall continue to make payments to Consultant in accordance with the terms of this Agreement.
21. **Notice.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, in each case properly posted and fully prepaid, or (d) sent by email to the current email address of either party. Either party may change its address for notices by notice to the other party given in accordance with this Section. Notices are deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service or email.
22. **Town's Cooperation.** Town will provide the following assistance to Consultant in connection with the Services:
- a. **Representative.** Designate a representative of Town to act as Consultant's point of contact with respect to the Services.
 - b. **Information.** Provide to Consultant access to all non-confidential information pertaining to the Services that is in Town's possession or is reasonably available to Town. Consultant shall not be responsible for errors or omissions in any Town-provided information, nor for delays in completing the Services attributable to Town's delay in providing required information.
 - c. **Staff Assistance.** Such support of Town's staff as Town determines, in its sole discretion, to make available to Consultant.
23. **Conflicts.** In the event of inconsistencies within or between this Agreement, the attached Exhibits, or applicable legal requirements, Consultant shall (a) provide the better quality or greater quantity of Services, or (b) comply with the more beneficial requirements to Town, either or both in accordance with Town's reasonable interpretation.
24. **Additional Provisions.** The following provisions also are integral to this Agreement:
- a. **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.
 - b. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.
 - c. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.
 - d. **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.
 - e. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.
 - f. **Waiver.** Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or

MEMORANDUM

TO: Mayor McKinney and Brad Christopherson, Fairfield Town
FROM: Jim Spung, AICP, Codify
DATE: June 1, 2026
RE: Scope of Services | Fairfield Town Technical Planning Support

This scope of services and budget is designed to provide ongoing support for updates to the Fairfield Town Code of Ordinances, along with on-call planning services, reflecting our recent discussions regarding the Town's short- and long-term priorities. All elements of the scope are preliminary and subject to discussion and negotiation.

Fairfield currently does not maintain dedicated in-house planning staff to assist with planning, zoning, and development review needs. As development activity and regulatory demands continue to evolve, access to reliable and experienced planning assistance is increasingly important for processing applications efficiently, maintaining functional and understandable regulations, and providing Town decision-makers with clear, objective, and technically sound guidance. The consultant can also assist in educating and advising Town staff, Planning Commission members, and elected officials regarding the respective roles and responsibilities of decision-making bodies, applicable standards of review, procedural requirements, and the relationship between state law, local ordinances, adopted policies, and discretionary authority. This guidance is intended to improve transparency, consistency, and overall confidence in the Town's land use processes.

This scope also includes flexible, as-needed support for development application review, assistance for Planning Commission and Town Council meetings, and drafting updates to the Town's development code. Targeted and comprehensive code updates will modernize ordinances to improve usability, streamline procedures, clarify standards, and better align regulations with Fairfield's character, short-term priorities, and long-term goals.

This on-call model also provides access to expertise when needed, providing flexibility, cost-effectiveness, and scalability while avoiding the ongoing cost and administrative burden of full-time staff. It also gives the Town access to specialized skills in zoning administration, ordinance drafting, and development review that may otherwise be difficult to maintain internally in a small community setting.

These services will provide Fairfield with practical, responsive, and legally defensible planning assistance improving the efficiency, clarity, and effectiveness of the Town's development review and regulatory framework. I am happy to set up a call to walk through this draft scope of services and answer any questions you may have.

Sincerely,



Jim Spung, AICP
CODIFY

SCOPE OF SERVICES

PART 1: CODE OF ORDINANCE DRAFTING SUPPORT

1.1. OVERVIEW

On-call code drafting services are intended to provide Fairfield Town with flexible, incremental support for updates to the Town's development regulations as priorities arise. Recognizing that certain regulatory issues may require more immediate attention than others, the Town will identify short-term priority code amendments to be addressed. These high-priority updates may include targeted revisions to specific procedures, standards, definitions, or development regulations identified by the Town.

Following completion of the Town's highest-priority updates, additional services may include a broader diagnosis and analysis of the Town's development regulations to identify opportunities for more comprehensive improvements, reorganization, procedural streamlining, modernization, and improved usability of the code over time. At the Town's request, the consultant may provide a more detailed scope specific to a larger comprehensive ordinance and code update effort.

1.2. PROJECT MANAGEMENT

1.2.A. MAINTAINING PROJECT SCHEDULE AND BUDGET

The consultant will work with Town staff to prepare detailed drafting schedules identifying product delivery dates and internal review and comment periods. Because services are provided on an on-call basis, consultant availability may vary depending on workload, project schedules, and existing client commitments. The consultant will make reasonable efforts to accommodate requests for services in a timely manner; however, the consultant reserves the right to decline or defer new assignments when existing workload or scheduling constraints would result in not being able to provide services at the level of responsiveness and quality expected by the Town. In such cases, the consultant will promptly notify the Town and provide an estimated timeframe for availability, when possible.

1.2.B. CONFERENCE CALLS AND MEETINGS

The consultant will be available to participate in regular conference calls, as needed, to assist in providing relevant project reviews and updates. With code update efforts, there can be periods of daily communication and periods where the consultant is in the background drafting materials. During those times, it's important to communicate regularly to make sure all parties understand where the task stands in relation to the schedule.

Some code amendment efforts may warrant an initial meeting (electronic or in-person) with Town staff to allow for detailed discussions and a high-level overview of underlying goals. Depending on the scope and scale of updates, formal public outreach beyond those required by local ordinance and Utah Code may not be necessary. However, if the proposed updates are known "hot button" issues within the community, it's important to get ahead of any potential controversy by strategizing outreach and messaging.

1.3. CODE & ORDINANCE DRAFTING SUPPORT

1.3.A. BACKGROUND RESEARCH

As necessary, the consultant will review in greater detail the Town's General Plan, the existing Code of Ordinances, zoning map, and any other relevant plans and policies as identified by Town staff. This background review will form the basis for the initial assessment memoranda described below.

1.3.B. ASSESSMENT MEMORANDIA

To help establish clear expectations and improve budgeting predictability, each discrete task or amendment effort will begin with a brief memorandum prepared by the consultant summarizing:

- an understanding of the task;
- the general scope and approach for completing the task;
- key issues or objectives to be addressed;
- preliminary schedule; and
- an estimate of time/budget.

For each code amendment effort, the consultant may prepare an assessment memo summarizing existing regulations and preliminary recommendations, discussion topics for Town staff and decision-makers, and identification of related code sections or policy considerations that may warrant additional review. These memoranda are intended to establish a common understanding of the issues being addressed and provide a framework for subsequent drafting efforts. This model is also intended to provide the Town with flexibility to prioritize and authorize work incrementally while maintaining transparency regarding anticipated workload, scheduling, and costs associated with each assignment. To maximize efficiency, the assessment memoranda can serve as a foundation for subsequent Planning Commission and Town Council staff reports.

1.3.C. REDLINE DRAFTS

Draft ordinance amendments and code revisions may be prepared in ~~strikethrough~~ and underline format to clearly identify proposed changes to existing language. Redline drafts are intended to improve transparency during the review process by allowing Town staff, decision-makers, and stakeholders to easily distinguish between existing and proposed text. Depending on the nature of the amendment, multiple draft iterations may be prepared to incorporate Town direction, technical review comments, and stakeholder feedback, if applicable.

Draft amendments may also include numerous footnotes that highlight relocations, new or modified provisions, and ask important policy questions. Drafts may also include cross-references that are hyperlinked to other sections within the document for ease of reference.

Some chapters and sections may begin with a shaded text commentary box drawing attention to the primary purpose of the chapter or section and the major changes from the current development regulations. These commentary boxes provide context for review and will be deleted prior to adoption.

1.3.D. PUBLIC MEETING MATERIALS

To assist Town staff, Planning Commission, Town Council, and the public in understanding proposed amendments, the consultant may prepare materials to support the ordinance adoption process, including staff reports and summaries describing the purpose and effect of proposed changes. These summaries may include:

- key objectives of the amendment;
- overview of substantive changes;
- procedural implications;
- implementation considerations; and
- clarifying how proposed amendments relate to current rules or policies.

Additionally, the consultant may prepare other supporting materials for public meetings, including:

- draft ordinance documents;
- findings or recommendation language;
- presentation materials;
- hearing summaries; and
- other related supporting documentation, as necessary.

Adoption materials are intended to help facilitate an organized, transparent, and legally defensible review and adoption process consistent with applicable Town procedures and state requirements.

1.3.E. FINAL DRAFT AND ONGOING SUPPORT

Based on comments received during the adoption process, the consultant will create the final adopted draft of each code amendment effort, for the Town's files. This final draft will be delivered in both Microsoft Word and PDF formats. If necessary, the consultant will be available to facilitate additional training (virtual or in-person) for staff and/or other stakeholders to explain changes from the old regulations and to highlight new features of the code.

1.4. PUBLIC PROCESS SUPPORT

1.4.A. PLANNING COMMISSION & TOWN COUNCIL MEETINGS

As determined by Town staff, the consultant may provide support during public hearings related to development applications, ordinance amendments, and other land use matters. Services may include preparation support, attendance at hearings, presentation of technical information, responding to questions from decision-makers, and assistance addressing public comments or procedural issues that arise during the hearing process.

The consultant may assist with Planning Commission and Town Council meetings (in-person or virtually) to review development proposals, discuss ordinance concepts, evaluate policy considerations, or provide educational and procedural guidance related to land use decision-making responsibilities. Work session formats may be used to facilitate discussion and direction prior to formal public hearing or adoption processes. This also includes responding to questions from elected officials during legislative review and decision-making processes.

1.4.B. STAKEHOLDER MEETINGS

As directed by the Town, the consultant may participate in stakeholder meetings with property owners, applicants, residents, business owners, or other interested parties to discuss proposed development applications, ordinance amendments, or planning-related issues. These meetings are intended to improve communication, gather feedback, and help identify concerns or opportunities early in the review process.

PART 2: DEVELOPMENT APPLICATION REVIEW SUPPORT

2.1 OVERVIEW

On-call development application review services are intended to support the Town with all aspects of the development application review process, from application completeness review to detailed evaluation for compliance with applicable codes and standards, coordinating with applicants on revisions, preparing written correspondence, and drafting staff reports and technical memos. Services would extend through the public process, including preparation for and presentation at Planning Commission and Town Council meetings, as needed.

To provide flexibility and to manage costs, administrative or clerical components of the review process (such as application intake, public notice mailings, meeting scheduling, or routine correspondence) can be handled by Town staff, as appropriate. This allows the Town to tailor the level of support to its needs and budget. This is more clearly summarized in Part 3: *Town Responsibilities*, below.

This level of support is intended to be flexible and scalable based on the Town's needs and workload. The scope, level of involvement, and duration of services are open to discussion and can be tailored to align with the Town's priorities and available resources.

2.2 DEVELOPMENT APPLICATION REVIEW CATEGORIES

To provide greater predictability regarding the level of effort and associated costs for development review services, applications will generally be categorized as "simple" or "complex." This classification is intended to reflect the anticipated level of analysis, coordination, public process, and professional expertise required to complete the review.

In general, applications involving administrative decisions and objective review criteria will be classified as simple applications, while applications involving legislative action, discretionary review, policy considerations, or substantial public process will be classified as complex applications. The ultimate classification, however, will depend on the specific facts, complexity, and anticipated level of effort associated with each application.

For applications that do not clearly fit within either category, the consultant will prepare a brief assessment memorandum at the outset of the review process. The memo will recommend a classification and explain the basis for that recommendation. This approach is intended to provide transparency, facilitate budgeting, and establish clear expectations before substantial work begins. The Town retains the discretion to discuss and confirm the proposed classification prior to authorizing the consultant to proceed with review services.

2.2.A SIMPLE APPLICATIONS

Simple applications are typically administrative in nature and involve limited discretion, straightforward code analysis, and relatively predictable review processes. Examples may include administrative permits, residential site plan reviews, lot line adjustments, home occupations, sign permits, and similar applications where approval criteria are primarily objective and established by ordinance. Review of simple applications will be billed at a rate of \$165 per hour.

2.2.B COMPLEX APPLICATIONS

Complex applications are typically legislative or quasi-judicial in nature and involve a greater degree of analysis, coordination, public involvement, policy evaluation, professional expertise, or decision-maker discretion. Examples may include zoning map amendments, text amendments, conditional use permits, planned developments, subdivision applications, annexations, development agreements, and other applications requiring extensive review, public hearings, recommendations, or presentations before the Planning Commission or Town Council. Review of complex applications will be billed at a rate of \$250 per hour.

PART 3: TOWN RESPONSIBILITIES

To maintain efficiency, it is expected that Fairfield Town will provide reasonable cooperation, information, and access necessary for the consultant to complete tasks. Unless otherwise agreed in writing, the Town shall remain responsible for:

- Intake and clerical tasks associated with development applications;
- Maintaining official project and application files;
- Scheduling meetings, hearings, and work sessions;
- Distributing meeting packets and agenda materials;
- Publishing, posting, and mailing public notices required by local ordinance or state law;
- Coordinating legal review through the Town Attorney, as needed;
- Recording and maintaining official meeting minutes and records;
- Providing access to adopted plans, ordinances, maps, studies, and other relevant materials; and
- Designating a primary Town representative for project coordination and direction.

The consultant may assist with these activities upon request; however, additional fees may be incurred and responsibility for official Town actions and statutory requirements shall remain with the Town unless otherwise authorized.

COMPENSATION AND BILLING

All services will be provided on an hourly basis and invoiced monthly based on actual hours worked by the consultant. Hourly rates include all professional fees, travel, and other reimbursable expenses – except as otherwise mutually agreed upon based on additional clerical services performed, as mentioned in Part 3: *Town Responsibilities*. The following hourly rates apply:

Service		Hourly Rate
Ordinance and Code Drafting		\$250.00
Development Application Review	"Simple" applications	\$165.00
	"Complex" applications	\$250.00

Invoices will include a summary of services performed and the time spent on each task, rounded to the nearest 0.25 hours. The consultant is flexible and committed to developing a work plan, division of labor, and budget consistent with the Town's resources and objectives.

At the discretion of Fairfield, individual tasks may be authorized with a not-to-exceed amount to assist with budgeting and cost control. If applicable, the consultant will notify the Town when authorized work is approaching the approved limit and will coordinate with Town staff if budget adjustments are needed.

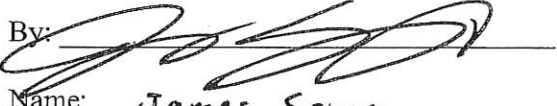
remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

- g. 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.
- h. Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.
- i. Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.
- j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- k. Resolutions of Governing Authorities. Consultant hereby represents that it has been duly authorized to enter into this Agreement by a resolution of its governing body.

DATED effective the date first-above written.

CONSULTANT:

CODIFY, LLC, a Utah limited liability company

By: 

Name: James Spung

Its: Owner

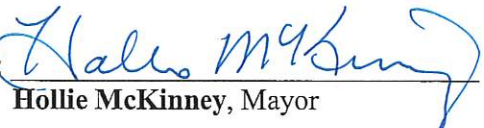
TOWN:

FAIRFILED TOWN

ATTEST:

By: 

Stephanie Shelley, Recorder

By: 

Hollie McKinney, Mayor

**Exhibit “A” to
Agreement for Consulting Services**

(Proposal)