

**AGREEMENT FOR TOWN ADMINISTRATION, GENERAL COUNSEL,
AND SPECIAL COUNSEL SERVICES BETWEEN
THE TOWN OF INDEPENDENCE AND HOFFMAN LAW**

THIS AGREEMENT, dated February 4, 2026, is made and entered into by and between the Town of Independence, a municipal corporation (the "Town") and Hoffman Law.

WHEREAS, the firm of Hoffman Law has provided General Counsel and Town Administration services to the Town since 2008;

WHEREAS, the Town compensates Hoffman Law for General Counsel and Town Administration services at a rate of \$6,000 per month;

WHEREAS, until recently, there has been limited private development activity within the Town;

WHEREAS, presently developers have advised the Town to expect extensive new private development applications-involving the need for substantial specialized development review;

WHEREAS, under the Town's adopted ordinances, private development must fund the Town's out-of-pocket expenses to process development applications, through the Town's out-of-pocket expense trust account;

WHEREAS, Hoffman Law advises municipalities throughout the state in land use matters at a special, discounted, municipal legal services rate from \$375 to \$625 per hour, depending on the complexity and urgency of the requested service;

WHEREAS, the hourly municipal rate utilized by Hoffman Law is updated annually, and

WHEREAS, it is the desire of the Parties to enter into this Agreement to establish the terms for provision of Special Counsel services to the Town, as distinct from the Parties' current and ongoing Town Administration/General Counsel relationship.

NOW THEREFORE, THE PARTIES AGREE as follows:

1. Hoffman Law shall continue to provide general Town Administration duties for the Town at its current monthly rate (\$6,000/month);
2. Hoffman Law shall perform Special Counsel duties for the Town, as directed. These Special Counsel duties are distinct from, and in addition to, Hoffman Law's current Town Administration and General Counsel duties.
3. Special Counsel duties shall be to:
 - a. Analyze new development applications for completeness, compliance with application forms and the Town Land Use Code, and the need for ordinance amendments. Hoffman Law shall also advise the Town with respect to the legal issues associated with such development applications;
 - b. Facilitate processing of complete development applications, including coordination and communication with development applicants and the drafting of required documents to facilitate orderly beneficial Town development, such as ordinances, development agreements, pioneering agreements, interlocal agreements, financing agreements, review of fiscal impact analyses, and advisory opinions regarding the positive and potential negative impacts of proposed development;
 - c. Coordinate the provision of additional professional services to the Town (e.g. engineering review, construction inspections, etc.) as necessary to process development applications; and
 - d. Resolve new, extraordinary legal matters, as directed.

4. Special Counsel services will not include Town Administration matters, General Counsel matters, nor matters in which Hoffman Law has a conflict of interest that precludes it from representing the Town. If Hoffman Law has a conflict of interest, is unavailable to perform services, or lacks the expertise to handle a particular development application, Hoffman Law shall provide the Town with a recommendation to hire a separate Special Counsel, which counsel may be funded from the Town's out-of-pocket expense trust account.
5. In consideration of the commitment to provide Town Administration services, General Counsel legal services, and additional Special Counsel legal services, the Town shall compensate Hoffman Law as follows:
 - a. \$6,000 per month for Town Administration/General Counsel services; plus
 - b. the lowest hourly rate Hoffman Law charges to Utah municipalities in a manner that is separately invoiced, on a monthly basis, for Special Counsel services to be paid monthly;
 - c. The following expenses will be separately itemized and included in bills to the Town: (i) extraordinary operating expenses, including items such as messenger services, overnight mail charges, large-format or extensive copying, and computer-assisted research; and (ii) specialty non-legal consultant costs paid by Hoffman Law and not otherwise paid directly by the Town.
6. For the duration of each development project, the Town shall retain Special Counsel's invoices for review by development applicants, and the Town Council, in relation to a development applicant's project.
7. The Mayor and Hoffman Law shall review the terms and provisions of this Agreement annually and make recommendations to the Town Council for modifications to this Agreement, if appropriate.
8. Upon termination of this Agreement, all reports, plans, documents, records, and data or certified copies of the same, that are prepared by Hoffman Law pursuant to this Agreement shall become the property of the Town, excluding Hoffman Law's internal accounting records and other documents not reasonably necessary to representation of the Town, subject to Hoffman Law's right to retain copies of any files withdrawn by the Town. Consistent with applicable rules of professional conduct and state law, Hoffman Law shall use its discretion as to the retention or destruction of all attorney work product and any Town materials that remain with Hoffman Law.
9. This Agreement may be terminated by the Town at any time for cause, and otherwise, upon 60-days written notice by either Party.
10. This Agreement shall continue until termination or until modified by written agreement of the Parties. The Parties agree that this Agreement shall be reviewed annually to assure that the terms and conditions of said Agreement are mutually satisfactory to both Parties.

Town of Independence

Hoffman Law

Bonnie Wilson, Mayor Pro Tem

Jodi Hoffman