

**TOWN OF LEEDS, UTAH
RESOLUTION # 2017-04**

**A RESOLUTION APPROVING AN AMENDMENT TO AN
INDEPENDENT CONTRACTOR AGREEMENT REGARDING
PLANNING SERVICES**

WHEREAS, the Town of Leeds (“Town”) has been using the services of Bob Nicholson as the Town Planner; and

WHEREAS, it has become necessary to amend the terms of the current Independent Contractor Agreement to allow for a substitute contractor to be used in the event that Bob Nicholson is not available.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town that the existing Independent Contractor Agreement between the Town and Bob Nicholson is hereby amended as attached hereto.

This Resolution is made, voted upon, and passed by the Town Council of the Town at its meeting on the 10th of May, 2017, by the following vote of its members:

Mayor Wayne Peterson	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Councilperson Ron Cundick	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Councilperson Angela Rohr	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Councilperson Elliott Sheltman	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Councilperson Nate Blake	Aye <input type="checkbox"/>	Nay <input type="checkbox"/>

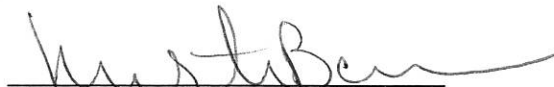
This Resolution is effective on May 10, 2017.

Dated this 10th day of May, 2017.



Wayne Peterson, Mayor

ATTEST:



Kristi Barker, Town Clerk

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into this 10th day of May, 2017 by and between the Town of Leeds, a municipal corporation of the State of Utah ("Town"), and Bob Nicholson, an individual ("Contractor"). The Town and Contractor may be hereinafter referred to collectively as the "Parties".

RECITALS

A. Contractor is providing services to the Town, and the Town is currently accepting services from and compensating Contractor for said services subject to the terms, covenants and conditions set forth in an Independent Contractor Agreement between the parties.

B. The Parties have negotiated, discussing various terms, and desires to amend the existing Independent Contractor Agreement to allow for a substitute to be used to provide services to the Town in the event that Bob Nicholson is unavailable.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, representations and warranties set forth herein, the Parties hereto agree that paragraph 21 of the Independent Contractor Agreement is hereby amended as follows:

"21. ASSIGNMENT. This Agreement constitutes a personal contract that may not be assigned by Contractor without the prior written consent of the Town. Notwithstanding the foregoing, the Town authorizes John Willis ("Willis"), and only John Willis, to perform the services of Contractor hereunder in the event that Contractor is unavailable to perform such services. The work done by Willis shall conform to the requirements of this contract and shall be of the same quality as Contractor. Contractor shall be responsible to review the work of Willis and approve such work, in order to identify and correct any problems or issues with such work. Contractor shall be responsible to account to the Town for Willis's time and shall be responsible to pay Willis any sums due him under this Agreement. The Town shall not make any payment directly to Willis.

Except as specifically amended above, the Independent Contractor Agreement shall remain in full force and effect.

Executed to be effective as of the date first set forth above.

CONTRACTOR:


Bob Nicholson

TOWN:

TOWN OF LEEDS
a Utah municipal corporation


Mayor Wayne Peterson

Attest:


Kristi Barker, Deputy Clerk/Recorder