

**AGREEMENT FOR VARIANCE AND APPEAL HEARING OFFICER SERVICES**

This Agreement is made and entered into by and between Weber County (hereinafter “County”), a political subdivision of the State of Utah and Matt Wilson (hereinafter “Attorney”), an individual who resides within the State of Utah.

**RECITALS**

**WHEREAS**, County desires to utilize Attorney as a contracted Variance and Appeal Hearing Officer; and

**WHEREAS**, County is desirous to retain Attorney subject to the terms and conditions of this Agreement; and

**WHEREAS**, County and Attorney have determined that this Agreement is mutually beneficial;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, it is hereby mutually agreed by and between the parties as follows:

**SECTION ONE  
SCOPE OF SERVICES**

- 1.1 Pursuant to this Agreement and the solicitation for bids attached hereto as Exhibit “A” and incorporated herein by reference, an Attorney shall act as a Variance and Appeal Hearing Officer.
- 1.2 Attorney shall not be obligated to provide services not anticipated within the Scope of this Agreement and the RFP.

**SECTION TWO  
EMPLOYMENT STATUS AND COMPENSATION**

- 2.1 Attorney shall be employed as an independent contractor and shall not receive any benefits normally provided to County employees. Attorney shall be responsible to pay any and all taxes and fees from compensation paid to Attorney pursuant to this Agreement.
- 2.2 County shall pay Attorney \$250.00 per hour during the term of this Agreement. Said amount shall be billed to County monthly as work is performed.
- 2.3 Attorney shall be responsible for all Attorney operating costs and expenses associated with this Agreement including but not limited to, secretarial expenses, office supplies, and other expenses.
- 2.4 County agrees to reimburse any travel required of Attorney in excess of 50 miles at the State rate. The cost of any travel that is less than 50 miles shall be borne solely by Attorney.

**SECTION THREE**

**EFFECTIVE DATE, DURATION OF AGREEMENT**

- 3.1 This Agreement shall be effective from the date both parties execute this Agreement and shall continue year to year until the Agreement is terminated by either of the parties. County may terminate this Agreement at any time and for any reason. Attorney must provide advanced written notice of 30 days to County prior to terminating this Agreement.

**SECTION FOUR  
INSURANCE**

- 4.1 During the term of this Agreement, Attorney shall maintain in full force and effect professional malpractice liability insurance.
- 4.2 It is understood and agreed that failure to obtain or retain the requisite insurance during the term of this Agreement will result in termination of the Agreement.

**SECTION FIVE  
INDEMNIFICATION**

- 5.1 Each of the parties shall be solely liable for negligent or wrongful acts or omissions of its representatives, agents or employees occurring in the performance of this Agreement.
- 5.2 If either party becomes liable for damages caused by its representatives, agents, or employees, it shall pay such damages without contribution by the other party.
- 5.3 To the extent permitted by law, County shall indemnify and hold harmless Attorney, and its agents, officers and employees, from claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees arising out of, or resulting from, the gross negligence or wrongful acts of County, its agents, officers, or employees.
- 5.4 To the extent permitted by law, Attorney shall indemnify and hold harmless County, and its agents, officers and employees, from claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees arising out of, or resulting from, the gross negligence or wrongful acts of Attorney, its agents, officers, or employees.

**SECTION SIX  
CONFLICT OF INTEREST**

- 6.1 County acknowledges that Attorney is employed as legal counsel for other entities and that conflicts of interest may arise from time to time between County and these other entities. In such situations, Attorney shall inform County and County shall appoint another Variance and Hearing Officer.

**SECTION SEVEN  
MISCELLANEOUS**

- 7.1 This Agreement may only be changed, modified, or amended by written agreement of the parties.

- 7.2 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one of the same instrument.
- 7.3 This Agreement shall be governed by the laws of the State of Utah.
- 7.4 This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 7.5 This Agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld.
- 7.6 If any provision of this Agreement becomes or is deemed to be legally unenforceable, the remaining provisions shall continue to bind the Parties.
- 7.7 No waiver of any right under this Agreement will be effective unless there is a knowing, voluntary relinquishment of a known right in writing and signed by the party making the waiver. No delay in acting regarding any breach will be construed as a waiver of the breach.
- 7.8 Notwithstanding the terms of this Agreement, County retains the right to seek and/or retain additional legal advice, consultation, and counsel at County's sole discretion.

APPROVED AND EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Weber County

\_\_\_\_\_  
Commission Chair

ATTEST:

\_\_\_\_\_  
Ricky Hatch, County Clerk

APPROVED AND EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Attorney

By \_\_\_\_\_  
Matthew Wilson

EXHIBIT “A”

*On following pages*

## **WEBER COUNTY SOLICITATION FOR BIDS: VARIANCE AND APPEAL HEARING OFFICER**

### **I. SUMMARY**

Weber County (“County”) is soliciting for bids for a Variance and Appeal Hearing Officer from a Utah licensed attorney experienced in current and historical land use and development law, to act as the County’s Appeal Authority and to specifically preside in a quasi-judicial capacity over hearings for variances from the County’s land use regulations and appeals from final decisions of the land use authority. Bids are due by January 16, 2026.

### **II. DESCRIPTION**

The County is seeking bids to secure a Variance and Appeal Hearing Officer to hear and decide requests for variances to the County’s land use regulations, appeals from final decisions of the land use authority, and may, at the sole discretion of the County, include appeals from decisions related to business licenses, code enforcement, and the administration of other ordinances or rules of the County. The County is seeking qualified Utah attorneys to fill this position.

The Variance and Appeals Hearing Officer services may include, but are not limited to, anything which is reasonably necessary to the decision-making process, including ruling on matters of subject matter jurisdiction, the sufficiency of a petition, standing, timeliness of claims, summary judgment motions, recusal, and other pre-hearing motions, conducting pre-hearing conferences, hearings, research, reading briefs, exhibits, and other written materials submitted by the parties or their attorneys, issuing evidentiary rulings, and drafting findings, conclusions, rulings, orders, and determinations in a form appropriate for the claims. Such findings, conclusions, rulings, orders and determinations shall be delivered and served on all parties within fifteen (15) calendar days after the applicable hearing. All activities will be performed with minimal assistance from support staff. The Variance and Appeal Hearing Officer shall be available to provide at least six (6) hours per month with at least two (2) hearing days within each month, but is not expected to provide more than 12 hours per month, excluding travel if applicable. The Variance and Appeal Hearing Officer shall be paid at an hourly rate, but no more than \$250 per hour for preparation, hearing time, researching, and drafting and other duties stated herein. This Variance and Appeal Hearing Officer is a contract position and will not maintain any medical, dental, or retirement benefits or any other benefits from the County. The County’s sole obligation to Variance and Appeal Hearing Officer is to compensate for the work performed pursuant to the terms stated herein and as may be modified, if applicable, in an executed contract.

### **III. MINIMUM QUALIFICATIONS**

The Variance and Appeal Hearing Officer must have the following qualifications. Any bidder who does not meet these qualifications may have their bid rejected without further evaluation.

1. Attorney admitted to practice law and in good standing with the State of Utah.
2. Practicing law for at least 5 years.
3. Ability to understand, interpret, and apply the County Land Use and Development

Management Act, Weber County Code, Utah Rules of Civil Procedure, Utah Rules of Evidence, and other applicable rules and ordinances.

4. Ability to draft findings, conclusions, rulings, orders, and determinations.

Additionally, preference will be given to those individuals having prior appeal authority or judicial experience.

#### **IV. TERM**

Engagement of these services will be by contract. The term of the engagement period will be from the date of execution for one year, or as may be otherwise negotiated.

#### **V. TERMINATION**

Any contract entered into arising out of this solicitation for bids may be terminated with or without cause by either party upon sixty days written notice to the other.

#### **VI. BID SUBMISSION REQUIREMENTS**

Bid Submission Date, Time, and Place: Bids shall be submitted by email no later than 4:00 p.m. Mountain Standard Time, on January 16, 2026, to Jason Horne, [jhorne@webercountyutah.gov](mailto:jhorne@webercountyutah.gov), with cc to Charlie Ewert, [cewert@webercountyutah.gov](mailto:cewert@webercountyutah.gov).

Bid Form: The bid shall be submitted by email with the subject line “Bid for Variance and Appeal Hearing Officer.” The body of the email shall at least provide the bidder’s name and the email address to which the County’s response should be sent. By submitting a bid, the bidder acknowledges and declares that they meet the minimum requirements and are capable of performing the duties listed in Section II of this solicitation for bids.

The submitted bid shall include, at least, the following information:

1. Relevant experience.
2. Education.
3. Years of practice and in what area of the law.
4. Availability to perform hearings and on what designated days of the month (both calendar and actual day).
5. Requested hourly compensation.
6. An actual decision, written by only the bidder, which pertains to a variance, appeal, administrative judicial proceeding, or other similar writing.

Binding Effect of BID: By submitting a bid, bidder agrees to enter into a contract with Weber County based upon the representations in the bid unless, at the County's sole discretion, County waives or modifies this provision for any reason or no reason.

Interview: After evaluation of the bids has been completed, County may, but is not obligated to, interview finalists. Finalists will be notified of interviews no less than one week prior to the intended interview time.

## **VII. CRITERIA FOR EVALUATING BIDS**

All bids will be evaluated based on legal analysis and writing skills, approach, experience, effectiveness, maintainability, cost, and ability to perform the requested services. Only bids that meet all the requirements in this solicitation for bids will be considered for the position.

## **VIII. NEGOTIATION**

After selection of the final two candidates, if applicable, the County, at its sole discretion, may negotiate with the candidates to come to terms more favorable to the County.

## **IX. COUNTY DISCRETION**

The County reserves the right to reject any or all bids, to waive any informality or technicality in the County's sole discretion, to cancel, edit, or remove any of the solicitation for bids in whole or in part, or to accept any bid deemed to be in the best interests of the County. If it becomes necessary to revise this solicitation in whole or in part, an addendum will be provided to all timely bidders on record.

## **X. RISK AND HOLD HARMLESS**

Bidders submit their bids at their own risk and expense, including but not limited to, the cost of developing the bid, attendance at any meetings related to the bid, and other costs relating to the bid. The bidder acknowledges that it is not guaranteed any contract. Bidder will hold the County harmless from all liability, loss, damage, or damages arising from or relating to this r solicitation for bids.

## **XI. RECORDS OF BIDS**

All bids submitted are subject to the Governmental Records Access Management Act. Proprietary information must be identified and will be protected to the extent that is legally possible.

## **XII. EQUAL OPPORTUNITY AND DISCRIMINATION**

Weber County is committed to providing equal employment opportunities to all bidders. Weber County complies with all federal and state laws governing nondiscrimination in employment in every location. Any Variance and Appeal Hearing Officer who is hired as an independent contractor but will be bound by all federal and state discrimination laws. Any violation of these laws will be cause for immediate termination of Variance and Appeal Hearing Officer.