

W I K S T R O M

September 24, 2010

Brent Jensen
City Administrator
Hyrum City

Dear Brent:

Enclosed please find two copies of executed contract for the Hyrum City Disproportionate Fee Analysis.

We ask you to execute both copies and mail one back to our offices.

Our company greatly appreciates the opportunity to work with you in this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Karen Wikstrom', with a long horizontal line extending to the right.

Karen Wikstrom
President

AGREEMENT

THIS AGREEMENT, is made and entered into the 24th day of September, 2010, by and between WIKSTROM ECONOMIC & PLANNING CONSULTANTS, INC., a Utah Corporation, hereinafter referred to as "Consultant" and Hyrum City, hereinafter referred to as "Client."

WITNESSETH

WHEREAS, the Client desires to engage Consultant to provide professional and technical services as more particularly provided in this Agreement; and

WHEREAS, the Consultant has the resources, expertise and the desire to perform such services for and on behalf of the Client.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the parties agree as follows:

1. Agreement: The Client agrees to engage the Consultant as an independent contractor and Consultant agrees to provide its professional and technical services as hereinafter provided.
2. Scope of Services: The Client and the Consultant agree that the scope of services shall consist of Tasks shown in Exhibit "A," attached hereto and incorporated herein. All work must be performed and completed to the satisfaction of the Client.
3. Commencement of Work: Work shall begin October 1st, 2010 and must be completed by December 31st, 2010 (hereinafter referred to as "Completion Date") or earlier, unless extended by mutual agreement of the Client and Consultant.
4. Compensation: As total compensation and expenses, Consultant shall be paid for services under this Agreement a sum not to exceed \$ 10,000.00 (Ten thousand dollars) to be paid based on monthly invoices submitted to Client, at Consultant's customary hourly rates. For invoices not paid after 60 days, a 2 percent per month late fee will be assessed.
5. Amendments: This Agreement can only be modified or amended in writing. Any change in this Agreement shall be mutually agreed upon by the Client and Consultant and shall be set forth only in written amendments to this Agreement.

6. Independent Contractor Relationship: The legal relationship of the Consultant to the Client with respect to the services required under this Agreement shall be that of an independent contractor and not that of an agent or employee.

7. Representations and Notices: The following are designated as representatives of parties to this Agreement:

(a) The Consultant designates Karen Wikstrom, President of Wikstrom Economic & Planning Consultants, Inc., as its representative in all matters under this Agreement and all notices given to Consultant shall be by regular U.S. mail to:

Wikstrom Economic & Planning Consultants, Inc.
420 East South Temple – Suite 300
Salt Lake City, Utah 84111
Attention: Karen Wikstrom

(b) The Client designates Brent Jensen, City Administrator of Hyrum City as its representative in all matters under this Agreement and all notices given to Client shall be by regular U.S. mail to:

Hyrum City
83 West Main Hyrum
Hyrum, UT 84319
Attention: Brent Jensen

8. Indemnification: The Consultant agrees and covenants to hold harmless and indemnify the Client from any claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the Consultant, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement. The liability of the Consultant shall not exceed the total fee due hereunder.

The Client agrees and covenants to hold harmless and indemnify the Consultant from any claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the Client, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement. The liability of the Client shall not exceed the total fee due hereunder.

9. Successors: The Consultant and Client agree that the provisions of this Agreement shall be binding on heirs, permitted assigns and successors, and agents.

10. Termination: The Client shall have the right to terminate the Contract at the Client's convenience. In such event, the Consultant shall be entitled to receive just and equitable compensation for all work satisfactorily completed under this Agreement.

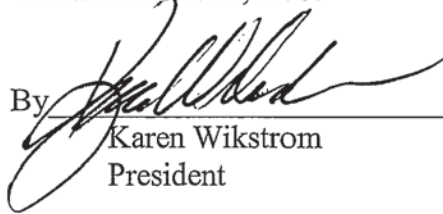
11. Entire Agreement: This Agreement including Exhibit "A" contains the complete agreement and understanding of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written, and may only be modified or amended in writing or executed by authorized individuals of Client and Consultant.

12. Jurisdiction: This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS THEREFORE, the Client and the Consultant have hereunto executed this Agreement the day and year first above written.

WIKSTROM ECONOMIC & PLANNING
CONSULTANTS, INC.

By



Karen Wikstrom
President

By _____

Its _____