

MIG06HER

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	MICHAEL GRATTAN, ATTORNEY AT LAW
SUBJECT/PROJECT:	PROFESSIONAL SERVICES AGREEMENT LIQUOR AND BEER LICENSING HEARING OFFICER
CITY DEPARTMENT:	CITY CLERK'S OFFICE
YEAR:	2006
EXPIRATION DATE:	UNTIL SUPERSEDED
DESTRUCTION DATE:	NONE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this 13th day of November, 2006, between the City Attorney of the City of Grand Junction ("City") and Michael Grattan, attorney at law ("Hearing Officer").

1. Term and Termination.

- (a) This Agreement shall begin as of the date signed and shall continue until notice of termination by either party to the other. No cause need be given by either party for such termination.
- (b) The parties agree to give the other as much prior notice as possible upon termination.
- (c) Notice of termination is preferred in person, but may be given by telephone, email or letter.
- (d) If the City terminates, it shall pay compensation for the work performed prior to termination and it shall mail such compensation within seven City business days.

2. Duties and Obligations.

- (a) The Hearing Officer shall represent the City as a Liquor and Beer Licensing Hearing Officer until this Agreement is terminated.
- (b) The Hearing Officer shall review, organize and/or otherwise provide the services reasonably necessary or required to fully and completely perform his obligations. Even though the parties intend that their relationship not be one of employer-employee, they agree that, at least initially, the Hearing Officer will be trained by and take direction from the City Attorney and/or the City Clerk.
- (c) The parties recognize that providing services under this Agreement involves the exercise of professional skill and judgment by the Hearing Officer. The Hearing Officer shall be invested with a great deal of discretion in acting as the City's Hearing Officer. The Hearing Officer shall always, when acting out of or under authority derived from this Agreement, exercise his authority and discretion in ways that are consistent with and supported by the laws of the City and State of Colorado.
- (d) The Hearing Officer understands that the City desires that all who come into contact with the Hearing Officer will conclude that the licensing and hearing process and actions were fair even if the citizen's desires were not met.
- (e) The Hearing Officer shall generally conduct himself in accordance with the Colorado Rules of Professional Conduct, the Colorado Rules of Administrative Procedure and the ordinances, laws, charter and constitution of the City of Grand Junction and the State of Colorado.



(f) The Hearing Officer shall be particularly attentive to preventing conflicts of interest and the appearance of conflicts of interest. If a conflict or an appearance of conflict arises, the Hearing Officer shall disclose the same to the City Attorney.

4. Payment.

(a) The Hearing Officer will submit his time sheets every other Friday to the City Attorney so that the City's accounting department may process his payment the following Friday.

(b) The City will pay \$75.00 per hour billable to the nearest full hour for the services rendered hereunder, with withholding as required by federal and state law, and without benefits or other perquisites being paid to the Hearing Officer.

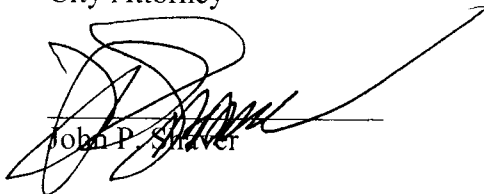
(c) During the term hereof, the City will provide necessary supplies at no cost to the Hearing Officer.

(d) The City will provide the Hearing Officer with malpractice insurance, the cost of which shall be considered as part of the Hearing Officer's compensation for services hereunder. The insurance shall be provided by and through the City and its participation in the Colorado Intergovernmental Risk Sharing Agency (CIRSA).

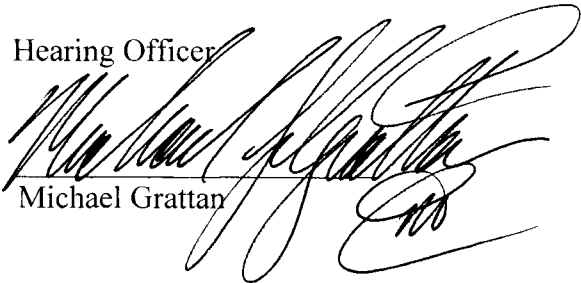
5. Dispute Resolution. The City and the Hearing Officer agree that should a dispute or disagreement arise out of or under this Agreement that they will endeavor to resolve the dispute as quickly as possible by meeting and discussing the problem(s) and the resolution(s) of the same. If a resolution(s) mutually agreeable to the Hearing Officer and the City can not be achieved then the Agreement shall be terminated. If termination occurs, the Hearing Officer shall have no claim, demand or cause of action for unemployment compensation and/or lost profit, opportunity or advantage.

6. Acknowledgement. The Hearing Officer acknowledges and agrees that there is adequate consideration for the making of this Agreement. The parties further acknowledge and agree that the practice of construing ambiguities against the drafter and other rules of construction and contract interpretation are waived and shall apply to this Agreement.

City Attorney


John P. Shaver

Hearing Officer


Michael Grattan