

INDEPENDENT CONTRACTOR AGREEMENT
(CITY ATTORNEY)
BETWEEN CITY OF HILDALE AND
SINTONIA, INC.

This Independent Contractor Agreement (the "Agreement") is entered into by and between the CITY OF HILDALE, a Utah municipal corporation (the "City") Sintonia, Inc. and Shawn M. Guzman, an individual (the "Contractor"), effective as of the later of the dates set forth below (the "Effective Date"). Throughout this Agreement either the City or Contractor may be referred to individually as a "Party" and collectively as the "Parties."

Recitals

- A. WHEREAS the City has established the position of City Attorney to serve as chief legal counsel to the City and its various officers; and
- B. WHEREAS the Contractor is qualified and willing to serve as the Hildale City Attorney; and
- C. WHEREAS the Parties desire to enter into this Agreement on the following terms and conditions.

Terms and Conditions

- 1. **Engagement.** The City agrees to engage the Contractor's services as City Attorney, effective November 1, 2024, and the Contractor agrees to provide the same.
- 2. **Compensation and Time.** The City agrees to pay the Contractor at the hourly rate of \$200. Contractor agrees to charge in one-quarter hour $\frac{1}{4}$ hour increments. . Contractor does not live in Hildale City. It is anticipated and expected that Contractor shall perform the duties described herein remotely via telephone, text, e-mail, video messaging and meetings and so forth. In the event Contractor is required to attend any meetings or conduct the City's business in person, (including City Council and Planning Commission meetings); Contractor shall be entitled to compensation for time expended for travel to Hildale City or any other location requested by the City. Legal (non-administrative) expenses such as printing, copying, or binding, filing fees, deposition costs, service fees, court reporter fees and witness fees, shall be paid by City, or, if paid directly by contractor, shall be reimbursed by the City after receipt of a detailed itemized invoice, according to the City's regular accounting practices.
- 3. **Duties.** The Contractor's duties under this Agreement shall be coextensive with the ordinary and customary functions of a municipal attorney in the State of Utah, including without

limitation attendance at City Council meetings when invited, preparation, review or analysis of legal documents, evaluating and advising the City Council or management on legal risk and compliance, completing discrete legal projects as assigned by the City Manager. Contractor is not required to represent the City in claims and legal programs if, in the Contractor's discretion, the time needed for such representation or the expertise required exceeds the ability of Contractor to perform. In any such case, Contractor agrees to work with City, or City's insurer, to identify and engage legal counsel to represent the City at the City's expense, or insurer's expense, when applicable. Contractor shall perform these duties as requested by the City but shall otherwise act when necessary or appropriate to protect the City's legal interests in accordance with state law, and with the Utah Rules of Professional Conduct.

4. **Supervision.** The Contractor shall be supervised and directed primarily by the City Manager and generally by the Mayor and the City Council in the performance of duties under this Agreement but shall be expected to work with a high degree of independence and report regularly on the Contractor's activities.
5. **Records.** The Contractor understands and agrees that this Agreement and all documents and writings produced in connection with the performance of this Agreement may be public records subject to the provisions of the Utah Governmental Records Access and Management Act, Utah Code §§ 63G-2-101, et seq., and furthermore agrees to preserve and make available to the City any such public records as required by law.
6. **Insurance.** The Contractor (Sintonia, Inc.) as well as Shawn M. Guzman, in his individual capacity, shall be included as named insureds in the City's liability coverage policy. The City shall defend, indemnify and hold harmless Contractor as well as Shawn M. Guzman in his individual capacity, and pay any attorney's fees and costs related to any and all claims that may arise or be asserted or threatened by any third party, whether such claims are asserted against the City and/or the Contractor, or Shawn M. Guzman in his personal capacity, arising from the services provided under this contract including any such claims which are excluded from the City's liability coverage. Evidence of such coverage shall be provided to Contractor in writing,
7. **Term.** The term of this Agreement shall be one year from November 1, 2024, and automatically renewing year to year thereafter unless a Party notifies the other in writing of its desire to terminate this Agreement at least 60 days prior to the end of such term or extension thereof.
8. **Early Termination.** This Agreement may be terminated at any time upon the express agreement of both parties, or for a Party's material breach of this Agreement, which termination shall take effect 30 days after written notice of the breach, if said breach has not been cured by that time.

9. **Independent Contractor Relationship.** The Parties agree and acknowledge that the Contractor's status shall be as an independent contractor, and furthermore that the Agreement does not expressly or impliedly create any employer-employee relationship for any purpose. The City will not withhold or pay on the Contractor's behalf any amounts for taxes, social security contributions or workers' compensation premiums, but rather the Contractor shall bear any and all responsibility for the same. The Contractor shall not have the authority to bind, obligate or commit the City to any promise or representation unless specifically authorized in writing by the City to do so. Any non-legal personnel engaged by the Contractor to assist him in providing services under this Agreement shall be entirely within the responsibility and control of the Contractor and shall not be deemed employees of the City.
10. **No Assignment.** Neither party may assign this Agreement or any part of this Agreement without the prior written consent of the other party.
11. **Applicable Law.** Any enforcement, interpretation or application of this Agreement shall be governed by the laws of the State of Utah.
12. **Entire Agreement.** This Agreement is the entire agreement between the Parties regarding the issues discussed in this Agreement, and supersedes all prior contracts, agreements, proposals, and representations covering the same subject matter, whether written or oral.
13. **Amendments.** The Parties agree that no amendment, modification, or waiver of this Agreement shall be valid or enforceable unless made in writing and signed by the Parties.

CITY OF HILDALE

Donia Jessop, Mayor

Date

Attest:

Sirrene J. Barlow, City Recorder

CONTRACTOR: Sintonia, Inc.

Shawn M. Guzman

Date