



INDEPENDENT CONTRACTOR AGREEMENT (HILDALE - COLORADO CITY UTILITY DIRECTOR)

This Independent Contractor Agreement (the "Agreement") is entered into by and between the CITY OF HILDALE, a Utah municipal corporation (the "City") and JERALD (JERRY) A. POSTEMA, an individual residing in the State of Arizona (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 Hildale - Colorado City Utility Director.
- B. WHEREAS the Contractor is qualified and willing to serve as the Hildale - Colorado City Utility Director; 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 Hildale - Colorado City Utility Director, and the Contractor agrees to provide the same.
- 2. **Compensation.** The city agrees to pay the Contractor a monthly retainer in the amount of \$3,000. Reimbursement for pre-approved administrative expenses shall be remitted by the City after receipt of a detailed itemized invoice, according to the City's regular accounting practices.
- 3. **Travel.** The Contractor will physically travel to Hildale-Colorado City at least once per month to conduct on-site reviews, updates, evaluations, reporting, and other required duties. The cost of travel (including flight/mileage, lodging, meals, etc.) shall be borne by the Utility Department.
- 4. **Duties.** The Contractor's duties under this Agreement shall include all ordinary and customary functions of a utility director, including but not limited to:
 - Weekly Upper Staff Meetings (remote or in person)
 - Continuous contact with utility department staff.
 - Coordination of work assignments through designated staff assistants.
 - Frequent contact with the Hildale City Manager.
 - Attendance at Utility Advisory Board meetings (remote attendance allowed).

- Presentation of monthly department status and activity reports to the Hildale City Manager.
- Evaluating utility department staff and reporting these evaluations to the Hildale City Manager.
- Causing staff training in all aspects of utility operations, including but not limited to:
 - Asset Identification and Mapping
 - GIS systems
 - Project management
 - Risk management
 - Strategic Planning
 - Capital Improvement Planning
 - Certification requirements and opportunities
 - Utility Rate Setting
 - Supervision and Management
- Evaluating and advising the Board and both Hildale City and Colorado City Town Managers of risk and compliance.
- Completing projects as assigned by the City and Town Managers.
- Pursuing outside funding opportunities including, but not limited to grants, loans, bonds, etc.
- Developing, updating, and maintaining the Utility Department asset mapping and Master Plans.
- And representing the Utilities Department in all contacts.

5. Grants

The contractor may be additionally compensated through any administrative fee attached to a successful grant award.

6. Supervision. The Contractor shall be supervised and directed primarily by the Hildale City Manager and generally by the Colorado City Town Manager 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. The Contractor shall supervise all employees, staff, contractors, or any other associate of the Hildale-Colorado City Utilities Department operations and support.

7. 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.

8. Insurance. The Contractor is included in the City liability coverage policy.

9. Early Termination. This Agreement may be terminated at any time upon the express agreement of both parties, and 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.

10. 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 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-city 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.

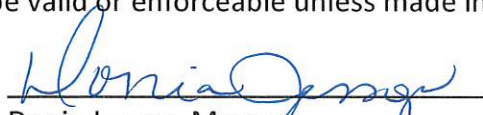
11. No Assignment. Neither party may assign this Agreement or any part of this Agreement without the prior written consent of the other party.

12. Applicable Law. Any enforcement, interpretation or application of this Agreement shall be governed by the laws of the State of Utah.

13. 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.

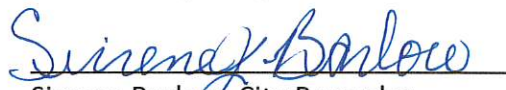
14. Amendments. The Parties agree that no amendment, modification, or waiver of this Agreement shall be valid or enforceable unless made in writing and signed by the Parties.

CITY OF HILDALE:


Donia Jessop, Mayor

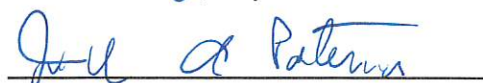
5-17-23
Date

Attest:


Sirrene Barlow, City Recorder

5-17-23
Date

CONTRACTOR:


Jerald (Jerry) A. Postema

5-17-2023
Date