



CivicReach

PROFESSIONAL SERVICES AGREEMENT



THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025, between the CITY OF HILDALE, a Utah municipal corporation ("City"), and CIVICREACH CONSULTING, an Arizona limited liability company ("Contractor").

RECITALS

WHEREAS, Contractor proposes to provide professional communications coordination services to enhance City's interdepartmental coordination and public engagement; and

WHEREAS, Contractor possesses the requisite expertise, qualifications, and resources to provide such services under the terms set forth herein; and

WHEREAS, City desires to engage Contractor's services subject to the terms and conditions proposed herein and in accordance with applicable Utah municipal law;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 Professional Services. Contractor shall provide professional communications coordination and consulting services ("Services") as may be requested by City from time to time, including but not limited to:

- (a) Communications coordination and facilitation between departments and external parties;
- (b) Meeting coordination, documentation, and administrative support;
- (c) Public outreach and engagement coordination;
- (d) Project communication support and consultation;
- (e) Process development and improvement consulting; and
- (f) Other professional communications services as mutually agreed upon by the parties.

1.2 Performance Standards. Contractor shall perform all Services in accordance with the highest professional standards applicable to such services and in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

1.3 Service Level Expectations. Contractor shall provide Services during normal business hours and shall make reasonable efforts to accommodate City's operational needs. Emergency or after-hours services may be provided at Contractor's discretion and may require separate compensation arrangements. Contractor maintains other professional commitments and shall coordinate availability with City in good faith.

1.4 Key Personnel. Michael Hammon shall serve as the primary contact and Communications Coordinator for all Services under this Agreement.

CivicReach Consulting

PO Box 3276

Colorado City AZ, 86021



(928) 218-0415



michaelh@hildalecity.gov



2. COMPENSATION AND PAYMENT

2.1 Contract Amount. City shall pay Contractor the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per month for a total contract amount of Ten Thousand Dollars (\$10,000.00) for the initial term.

2.2 Payment Terms. Payment shall be made monthly within thirty (30) days after City's receipt of Contractor's invoice. Invoices shall be submitted monthly for services performed in the preceding month.

2.3 Funding Transition Intent. The parties acknowledge that this compensation arrangement is intended as a temporary measure while City pursues grant funding opportunities to support the Communications Coordinator position. It is the mutual intent of the parties that compensation for these services will transition to grant funding sources when available, thereby reducing the financial impact on City's general fund. This provision expresses intent only and does not create any binding obligation regarding future funding sources or contract terms.

2.4 Contract Amendment for Grant Funding. Upon availability of grant funding for the Communications Coordinator position, the parties agree to negotiate in good faith to amend this Agreement to reflect the new funding arrangements. Such amendments may include modifications to compensation amounts, contract terms, performance metrics, and other provisions as appropriate for grant compliance requirements. The parties acknowledge that such amendments will be executed through the standard contract modification process rather than requiring complete contract renegotiation, provided the core scope of services and relationship structure remain substantially similar.

2.5 Taxes. Contractor is responsible for all federal, state, and local taxes arising from compensation under this Agreement.

3. TERM AND TERMINATION

3.1 Initial Term. This Agreement shall commence on September 10, 2025, and shall terminate on December 31, 2025, unless earlier terminated in accordance with this Agreement.

3.2 Termination for Convenience. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party. In the event of termination due to change in City administration or elected leadership, notice period shall be ninety (90) days to allow for appropriate transition planning.

3.3 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after written notice thereof.

3.4 Severance Provision. If City terminates this Agreement for convenience or due to budget constraints after the initial sixty (60) day period, City shall pay Contractor severance equal to thirty (30) days of compensation to assist with business transition costs.

3.5 Effect of Termination. Upon termination, Contractor shall be compensated for all Services satisfactorily performed through the termination date. All work products created specifically for City shall remain City property, while Contractor retains rights to general methodologies and processes as set forth in Section 7.



4. INDEPENDENT CONTRACTOR RELATIONSHIP AND REPRESENTATIVE AUTHORITY

4.1 Independent Status. Contractor is an independent contractor and not an employee, agent, or partner of City. Contractor shall not be entitled to employee benefits, workers' compensation, unemployment insurance, or other benefits afforded to City employees.

4.2 Representative Authority. While maintaining independent contractor status, Contractor is authorized to act as City's official Communications Coordinator and representative in matters relating to:

- (a) Interdepartmental communication and coordination;
- (b) Public communications and outreach on behalf of City;
- (c) Meeting coordination and facilitation involving City departments;
- (d) Information gathering and dissemination within scope of Services; and
- (e) Other communications functions as specifically authorized by Mayor or City Council.

4.3 Scope of Authority. Contractor's representative authority is limited to communications coordination functions and does not extend to policy decisions, financial commitments, or legal obligations unless specifically authorized in writing by the Mayor.

4.4 City Support and Protection. City acknowledges Contractor's representative role and agrees to provide appropriate support and legal protection when Contractor acts within the authorized scope of representative duties on City's behalf.

4.5 Control and Coordination. While City shall not control the manner or method by which Contractor performs Services, City may provide direction regarding official positions, policies, and messaging that Contractor shall represent in official communications. Contractor shall provide all equipment, tools, and materials necessary to perform Services unless otherwise specified.

4.6 Other Clients. Contractor may perform services for other clients; provided, however, that such services shall not conflict with Contractor's obligations under this Agreement or create a conflict of interest with Contractor's representative duties.

5. CONFIDENTIALITY AND NON-DISCLOSURE

5.1 Confidential Information. Contractor acknowledges that in performing Services, Contractor may have access to confidential information of City, including but not limited to financial data, personnel information, legal matters, and other proprietary information ("Confidential Information").

5.2 Non-Disclosure Obligation. Contractor shall not disclose, use, or permit the use of any Confidential Information except as necessary to perform Services under this Agreement. This obligation shall survive termination of this Agreement.

5.3 Government Records Access and Management Act. Contractor acknowledges that City is subject to the Utah Government Records Access and Management Act (GRAMA), Utah Code § 63G-2-101 et seq., and agrees to cooperate with City in responding to records requests.



6. INDEMNIFICATION AND LIABILITY

6.1 Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the indemnifying party's negligent acts or omissions or willful misconduct in connection with this Agreement.

6.2 City Indemnification for Representative Actions. City shall indemnify, defend, and hold harmless Contractor from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of Contractor's authorized representative actions performed within the scope of authority set forth in Section 4.2, provided such actions were taken in good faith and in accordance with City direction or policy.

6.3 Litigation Defense Protection. In the event that Contractor is named as a party in any litigation, legal proceeding, or administrative action arising from or related to Contractor's performance of Services under this Agreement or exercise of representative authority on behalf of City, City shall provide legal defense and representation for Contractor or reimburse Contractor for reasonable legal costs and expenses. This protection applies to actions taken by Contractor in good faith within the authorized scope of duties and does not extend to matters involving Contractor's willful misconduct, criminal acts, or actions taken outside the scope of this Agreement.

6.4 Limitation of Liability. Each party's total liability under this Agreement, regardless of the form of action, shall not exceed the total contract amount set forth in Section 2.1, except in cases of willful misconduct or gross negligence, or claims covered under Sections 6.2 and 6.3.

7. INTELLECTUAL PROPERTY AND WORK PRODUCT

7.1 City-Specific Work Products. All deliverables, reports, documents, systems, and other materials created specifically for City and customized to City's particular needs ("City Work Products") shall be the exclusive property of City.

7.2 Contractor Methodologies and Processes. Contractor retains all rights to its pre-existing intellectual property, general consulting methodologies, processes, templates, and professional knowledge base that existed prior to this Agreement or that may be developed independently of City-specific work ("Contractor IP"). City's rights under Section 7.1 shall not extend to Contractor IP.

7.3 Work for Hire. To the extent that any City Work Products may be deemed to constitute a "work made for hire" under applicable copyright law, the parties agree that such work is made for hire and that City is the author and owner thereof.

7.4 Assignment of City Work Products. To the extent that any City Work Products are not deemed work made for hire, Contractor hereby assigns to City all right, title, and interest in and to such City Work Products, while retaining all rights to Contractor IP.



8. COMPLIANCE WITH LAWS

8.1 Legal Compliance. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing Services, including but not limited to:

- (a) Utah Code Title 10 (Utah Municipal Code);
- (b) Utah Code Title 63G (Government Records Access and Management);
- (c) Utah Code Title 52 (Open and Public Meetings Act);
- (d) Washington County ordinances and regulations; and
- (e) All applicable employment and tax laws.

8.2 Licenses and Permits. Contractor represents that it possesses all necessary licenses, permits, and certifications required to perform Services.

9. INSURANCE AND BONDING

9.1 General Liability. Contractor shall maintain commercial general liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.

9.2 Additional Insured. City shall be named as an additional insured on Contractor's general liability policy.

9.3 Proof of Insurance. Contractor shall provide certificates of insurance evidencing required coverage prior to commencement of Services.

10. DISPUTE RESOLUTION

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Performance of services shall comply with applicable Utah municipal law requirements as they pertain to municipal contracting and service delivery.

10.2 Venue. Any legal action arising out of this Agreement shall be brought in the appropriate courts of Maricopa County, Arizona, or the Fifth Judicial District Court of Utah, Washington County, at the election of the party initiating legal action.

10.3 Attorney Fees. In the event of any legal action or proceeding arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, costs, and expenses from the non-prevailing party.

10.4 Alternative Dispute Resolution. The parties agree to attempt to resolve disputes through good faith negotiation and, if necessary, mediation before pursuing litigation.



11. GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications relating to the subject matter hereof.

11.2 Amendment. This Agreement may be amended only by written instrument executed by both parties.

11.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.4 Force Majeure. Neither party shall be liable for delays or failures in performance resulting from acts beyond the reasonable control of such party, including but not limited to acts of God, war, terrorism, or government action.

11.5 Notices. All notices required under this Agreement shall be in writing and delivered to the addresses set forth below or such other address as may be designated by written notice.

11.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. SPECIAL MUNICIPAL PROVISIONS

12.1 Utah Municipal Code Compliance. This Agreement is subject to Utah Code § 10-3-804 et seq. regarding municipal contracting requirements.

12.2 Public Records. Contractor acknowledges that this Agreement and related records may be subject to public disclosure under GRAMA.

12.3 Ethics Compliance. Contractor shall comply with all applicable ethics requirements, including those set forth in Utah Code Title 67, Chapter 16 (Utah Public Officers' and Employees' Ethics Act).

12.4 No Personal Liability. No official, employee, or agent of City shall be personally liable for any obligation under this Agreement.



ADDRESSES FOR NOTICES:

CITY:

City of Hildale
Attention: Mayor Donia Jessop
320 E. Newel Ave.
Hildale, UT 84784

CONTRACTOR:

CivicReach Consulting
Attention: Michael Hammon
PO BOX 3276
Colorado City AZ, 86021

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF HILDALE:

By: _____

Donia Jessop, Mayor

ATTEST: _____

Maxene Jessop
City Recorder

CIVICREACH CONSULTING:

By: _____

Michael Hammon
Owner