

PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT**, entered into as of the _____ day of _____, 2025, by and between the **RIVERDALE CITY**, a Utah political entity (hereinafter “**City**”) and **XXXXXXXXXXXX**, a Utah limited liability company (hereinafter “**Consultant**”). The City and Consultant are collectively referred to herein as the “**Parties**” and sometimes individually as a “**Party**”.

RECITALS

WHEREAS, the City has established a need for a professional consultant for comprehensive zoning code updates to its Title 10 – Zoning Ordinance; and

WHEREAS, the Consultant proposes to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. **Performance of Services.** City hereby agrees to engage Consultant, and Consultant hereby agrees to perform the work described in the Scope of Services set forth in Exhibit A, attached to and made part of this Agreement.
2. **Time of Performance.** This Agreement shall commence on the date written above and shall terminate on XXXXXX, unless sooner terminated under other terms of this Agreement.
3. **Compensation.** As full compensation for performance of the Scope of Services, City shall pay Consultant **XXXXXXXX DOLLARS (\$XXXXX)**. Consultant shall invoice City for services performed on a monthly basis, and City shall pay Consultant within thirty (30) days of receipt of such invoice.
4. **Furnishing of W-9:** Payment under this Agreement is contingent upon Consultant furnishing City with a completed W-9 IRS tax form, which shall be attached hereto and incorporated herein. Consultant shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.
5. **Termination of Agreement for Cause.** If, through any cause, a Party shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if a Party shall violate any of the covenants, agreements or stipulations of this Agreement, the other Party shall have the right to terminate this Agreement by giving five (5) days written notice to the Party of such termination and specifying the effective date thereof. In the event of termination for cause, Consultant shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding the above, exercise of termination for cause shall not relieve of liability for damages for breach of contract.

6. Termination for Convenience. The City or Consultant may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, Consultant shall be entitled to receive the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination.

7. Prior Agreements. This Agreement supersedes, supplants and extinguishes any prior agreement between the parties.

8. Attorneys' Fees. In the event either Party institutes litigation to enforce its rights under this Agreement, the prevailing Party in such litigation shall be entitled to an award of its reasonable attorneys' fees and costs.

9. Notice. Any notice, or notices, required or permitted to be given pursuant to the Agreement, may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Brandon Cooper
 Riverdale City
 4600 South Weber River Drive
 Riverdale, Utah 84405
 801.394.5541

Consultant: XXXXXXXXXXXX

10. Independent Contractor. Consultant is independent of the City and shall perform all services according to his own methods without being subject to the control of the City, except as to the results obtained. Consultant is not and shall not be considered an employee of the City. The City shall not pay nor be responsible for any contribution to Social Security, Medicare, unemployment insurance, federal or state withholding taxes, nor provide any other contributions of benefits, which might be expected in an employer-employee relationship. Consultant, as an independent Consultant, shall provide and be responsible for any and all sub-consultants, and its employees or agents, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, Social Security, or other benefits that may be due as a result of this Agreement. Consultant is a Utah limited liability company. City agrees that its sole remedy for any claims, damages, losses, expenses and costs arising from or caused by Consultant's work regarding the Scope of Services shall be against this entity and not against any individual employee, member or owner of Consultant.

11. Insurance. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this agreement. The cost of such insurance shall be paid by the Consultant. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Consultant's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$500,000 per accident.
- iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per claim.

Each insurance policy required by this Agreement shall contain the following provisions which provide that:

- i) The insurance shall not be canceled by the insurance company except after thirty days prior written notice (or ten days written notice for non-payment of premium) has been given to the City).
- ii) Any insurance or self-insurance maintained by Riverdale City or the Riverdale City Redevelopment Agency, its elected or appointed officials, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with insurance provided by this policy. This shall not apply to Professional Liability or Workers Compensation.

Each insurance policy required by this Agreement, excepting policies for Workers' Compensation and Professional Liability shall provide that:

- i) The City, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with the City.

Insurance is to be placed with insurers acceptable to and approved by the City. Consultant's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

The City shall be furnished with certificates of insurance and endorsements affecting coverage required within, signed by a person authorized by that insurer to bind coverage

on its behalf. All certificates and endorsements are to be received by the City before work begins within the Scope Area.

The City reserves the right to require complete copies of all required insurance policies at any time.

Consultant shall require all of its sub-consultants to maintain similar policies and shall furnish separate certificates and endorsements for each sub-consultant. All coverages for Consultant's sub-consultants shall be subject to all of the requirements stated herein.

The limits of insurance required herein shall be construed as limiting the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from the activities of Consultant or its agents, employees, invitees or sub-consultants during the duration of this Agreement.

12. Indemnification. Consultant agrees to indemnify and hold harmless the City, its elected and appointed officials, employees, and volunteers and others working on behalf of the City against loss, including all costs connected therewith, and for any damages which may be recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, to the extent caused by the negligence performance of the services under this Agreement. Consultant shall also indemnify the City and hold the City harmless from debts arising out of other contracts entered into by Consultant, or from any liens or encumbrances. Notwithstanding any provision in this Agreement to the contrary, City agrees to the fullest extent permitted by law, to limit Consultant's total aggregate liability to City and anyone claiming by or through City, for any and all injuries, claims, losses, expenses, damages, costs and expenses arising out of or relating to the services provided under this Agreement or the Project, from any and all causes including but not limited to negligence, breach of contract, or any other legal or equitable theory, to the remaining limits of liability available from Consultant's applicable insurance policies at the time of any settlement or final judgment in favor of City and/or its successors in interest.

13. Interest of Consultant. Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. When Rights and Remedies Not Waived. In no event shall any payment or granting of consideration by the City hereunder constitute or be construed to be a waiver by the City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

15. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

16. Modifications. No oral modifications or amendments to the Agreement shall be effective, but the Agreement may be modified or amended by written agreement.

17. Governing Law. This Agreement, its terms and conditions, shall be governed by Utah law.

18. Employment Status Verification. Consultant shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-12-302 of the Utah Immigration Accountability and Enforcement Act.

SIGNATURES ON FOLLOWING PAGE

SAMPLE

IN WITNESS WHEREOF, the Parties hereto execute the foregoing instrument
as of the day and year first above written.

RIVERDALE CITY

By: _____
Braden Mitchell, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

XXXXXXXXXX

By: _____

Its: _____

EXHIBIT A
to Professional Services Agreement
Scope of Services

To be attached

SAMPLE