

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into as of the 9th day of June 2026 (“Effective Date”), by and between **PLEASANT VIEW CITY**, a municipal corporation of the State of Utah, hereinafter "City," and **GAGE ARNOLD**, a licensed attorney and contractual service provider in the State of Utah, hereinafter "Contractor.”

W I T N E S S E T H:

WHEREAS, City has established a need for professional services and the completion of Prosecuting Attorney services for the City Justice Court; and

WHEREAS, Contractor has demonstrated necessary qualifications and proposed to provide such professional 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 Contractor, and Contractor hereby agrees to perform and conduct services in direct coordination with the City Administrator. Contractor is qualified and possesses the expertise, training and skills necessary to perform such designated services.

2. Time of Performance. This Agreement shall commence on the Effective Date entered above. The term of this Agreement shall be for a period of three (3) years from the date of this Agreement, with an option of two one-year automatic extensions. All services to be provided by Contractor are outlined in Exhibit A.

3. Compensation. For such services provided under this Agreement, Contractor shall be compensated as follows:

FY 26/27: \$2167.00 per month, not to exceed \$26,004.00 annually

FY 27/28: \$2417.00 per month, not to exceed \$29,004.00 annually

FY 28/29: \$2583.00 per month, not to exceed \$31,000.00 annually

Contractor shall submit detailed invoices describing work performed upon successful completion of required deliverables and City acceptance of the same. Payments will occur no later than thirty (30) days after receipt of each invoice.

4. Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, or if Contractor shall fail to comply with state or city codes, City shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof.

5. Termination for Convenience. This Agreement may be terminated by City upon fourteen (14) days written notice to Contractor. In the event this contract is terminated by City prior to completion, City shall be obligated to pay Contractor an amount equal to the amount owed under the terms of the contract for work completed through the date of termination, subject

to the completion of this scheduled work product. Likewise, this Agreement may be terminated by Contractor upon fourteen (14) days written notice to City. In the event this contract is terminated by Contractor prior to completion, Contractor shall deliver to City all work product produced and paid for up to that date. City shall be obligated to pay Contractor an amount equal to the amount owed under the terms of the contract for work performed through the termination of the contract.

6. Non-assignability. Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of the City thereto, except that claims for money due or to become due Contractor from City under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to City. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

7. Interest of Contractor. Contractor covenants that Contractor 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. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

8. Modifications. This Agreement may only be modified by a written amendment hereto, executed by both parties.

9. Attorney's 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 attorney's fees and costs.

10. Notice. Any notice, or notices, required or permitted to be given pursuant to this 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: Andrea Steiniger, Pleasant View City Administrator
520 West Elberta Drive
Pleasant View City, Utah 84414

Contractor: Gage Arnold
4458 West 1725 North
Plain City, Utah 84404

11. Independent Contractor. Contractor is independent of the City and shall perform all services according to its own methods. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc.

Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

12. Conflict of Interest. Contractor hereby covenants that is has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to the Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

13. When Rights and Remedies Not Waived. In no event shall any payment by City hereunder constitute or be construed to be a waiver by 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.

14. Integrated Document. This Agreement embodies the entire agreement between City and Contractor for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City or Contractor.

15. Compliance with Laws. Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local governments in connection with the performance of this Agreement.

16. Furnishing of W-9. Payment under this Agreement is contingent upon Contractor furnishing City with a completed W-9 IRS tax form, which shall be attached hereto and incorporated herein. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

17. 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.

18. Governing Law. This Agreement, its terms and conditions, shall be governed by Utah law. The forum or Venue for litigation of any dispute arising from or related to this agreement shall be the courts of the State of Utah. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

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

PLEASANT VIEW CITY

By: Steve Gibson, Mayor

ATTEST:

Laurie Hellstrom, City Recorder

CONTRACTOR:

Gage Arnold, JD

Exhibit A

Scope of Work

In general, the Prosecuting Attorney enforces state law for Class B and C misdemeanors, infractions, and any local ordinances of a criminal nature within the corporate limits of Pleasant View City. The work included in this section is an accurate depiction of the work to be provided by the interested party, as well as parameters under which the work is to be provided.

The Prosecuting Attorney is responsible for providing prompt, timely and competent legal service in the City's Justice Court, prosecuting on behalf of the City in the Justice Court. The Prosecuting Attorney will be responsible for maintaining case files and responding to case related inquiries from the City, other attorneys, and Court officials. The Prosecuting Attorney complies with all laws, rules of professional conduct, and City policies regulating his or her position and profession. Specifically, the work includes:

- 1) Prosecuting a broad spectrum of Pleasant View City Justice Court cases, including all routine professional legal work for such cases.
- 2) Working in cooperation with law enforcement to timely and efficiently prosecute violations the laws of Pleasant View City and the State of Utah.
- 3) Reviewing investigations and charges brought by law enforcement within the City and preparing charging documents as necessary.
- 4) Analyzing evidence in cases and reviewing pertinent information to determine facts in a case, including at least the following:
 - a. Meeting and discussing with police personnel
 - b. Review of police reports, evidence and supplemental materials
 - c. Meeting with defendants and witnesses
- 5) Scheduling expectations are as follows:
 - a. Attendance and presence at regularly scheduled Pleasant View City Justice Court business operations, including an average of two Tuesdays per month, with court beginning at 2:00 PM. The work averages approximately 20 hours per month.
 - b. Attendance at other meetings as requested by the Mayor, Court Staff, City Administrator or Pleasant View City Police Department, to represent the City's interests in enforcing the laws of the State of Utah and any criminal local ordinances as required.
 - c. When Prosecuting Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., he/she shall arrange with another contract attorney to cover Attorney's court.
- 6) Presenting information to the City Council on prosecutor workload and case statistics on an annual basis.