

LOBBYING AND CONSULTING SERVICES AGREEMENT

This "Agreement" is entered into this date by and between **JAMES R. GOWANS** (hereinafter "Consultant"), and **TOOELE COUNTY**. Based upon the mutual promises contained herein, and good valuable consideration, the parties identified above, intending to be bound hereby, enter into the following Agreement:

I. Services

The Consultant agrees to provide lobbying and consulting services to Tooele County, which includes, but is not limited to:

- A. Providing Tooele County with advice and counsel regarding activities of the Utah State Legislature.
- B. Attending committee meetings and general sessions when legislation is discussed that is a concern to the Tooele County Commission.
- C. Arranging meetings with Legislators and members of their staffs, meetings with representatives of trade associations, and other lobbying groups.
- D. Alerting Tooele County as to significant events occurring in the Utah State Legislature that could have an impact on Tooele County, business entities operating in Tooele County, and residents of Tooele County.

II. Fees

The Consultant shall be paid a consulting fee of \$10,000 per annum for the above enumerated services effective April 1. Payments that are due and payable for such services shall be paid by Tooele County upon presentation of an invoice after April 1, annually. The consulting fee shall not be deemed earned until the contract term is complete.

III. Expenses

Tooele County agrees to reimburse the Consultant for all reasonable expenses incurred and pre-approved by Tooele County. Regular expenses including, but not limited to, travel, food, and entertainment shall be paid for by Consultant. The County agrees to reimburse Consultant for extraordinary expenses. Extraordinary expenses shall be pre-approved in writing, by the County, in order to be eligible for reimbursement herein.

IV. Term of Agreement

This Agreement shall be binding upon the parties when signed and shall automatically renew annually unless either party provides the other with written notice of termination.

V. Termination

Either party may terminate this Agreement upon thirty days (30) written notice to the other. Early termination of this Agreement, by either party, will cause the fee paid by the County to the Consultant to be prorated. Prorating shall be accomplished by dividing the annual fee by 12 and then multiplying said figure by the number of full months remaining on the contract. Consultant shall retain all funds up through the last day of the month in which the contract is terminated and Consultant shall remit the balance of the fee to the County. Should this agreement be terminated early, by either party, Consultant shall provide the County with a detailed status report as to all issues and contacts that Consultant has been working on the County's behalf.

VI. Non-exclusive

This Agreement is for the non-exclusive use of the Consultant's services. Nothing contained herein shall prevent the Consultant from contracting to provide similar services to other clients on a non-exclusive basis, subject to the Conflict of Interest provision elsewhere herein.

VII. Conflict of Interest

Both Tooele County and the Consultant shall use their best efforts to identify and notify each other of any other client of the Consultant. The Consultant shall notify Tooele County in writing of any new clients secured during the term of the Agreement.

VIII. Confidentiality

Consultant acknowledges that during the course of, and as the result of the Consultant's contemplated relationship with Tooele County, the Consultant may have access to, acquire, and be required to utilize certain confidential data and information. As a material inducement to Tooele County to enter into this Agreement, Consultant hereby covenants and agrees that he will not, without the written consent of Tooele County, directly or indirectly divulge, communicate, or disclose to any person, firm, or organization any confidential data or information.

IX. Independent Contractor

The Consultant and Tooele County have entered into this Agreement with the mutual understanding that the Consultant is an independent contractor and not an employee of Tooele County. The Consultant understands and agrees that he is solely responsible for complying with state and federal requirements as they relate to income taxes, Social Security contributions, and any other requirements placed upon self-employed persons, businesses, or organizations.

X. Practice of Law

The Consultant is retained by Tooele County for the purpose of consultation and lobbying on issues as they arise and as authorized by Tooele County. The Consultant is specifically not retained to provide legal advice to Tooele County, and the Consultant shall not be required to perform any additional activity which constitutes the practice of law.

XI. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes any and all other agreements, negotiations, or discussions. This Agreement may be altered only by a written document signed by the parties to the Agreement.

XII. Construction

This Agreement shall be construed and interpreted according to the laws of the State of Utah in effect at the time.

IN WITNESS WHEREOF the parties set their hands as of the date below.

CONSULTANT

James R. Gowans
James R. Gowans

TOOELE COUNTY COMMISSION

Colleen S. Johnson
Colleen S. Johnson, Chair

ATTEST:

Date January 17, 2012

Marilyn K. Gillette
Marilyn K. Gillette, Clerk

