

**Agreement
for
Municipal Advisory Services**

THIS AGREEMENT, is being entered into as of the 19th day of September, 2017 by and between Tooele County, Utah, hereinafter "the County" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of ZB, N.A., hereinafter "Zions".

WITNESSETH

WHEREAS, the County desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, Zions desires to provide such advice and service to the County; and

WHEREAS, Zions is an independent Municipal Advisory firm, fully registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board; and

WHEREAS, the County desires assistance from Zions relating to the following: (check all that apply)

All financings of the County, including, but not limited to general obligation bonds, revenue bonds, lease revenue bonds, special assessment bonds, tax increment bonds, notes, and leases issued by the County, its Municipal Building Authority, Local Building Authority, RDAs, EDAs, and CDAs, with the exception of those financings specifically excluded under Section 2 below.

Only the following financings _____ (please specify)

Optional Services _____ (please specify)

NOW, THEREFORE, the County and Zions agree as follows:

1. Zions Public Finance acknowledges that, under this Agreement, it has a fiduciary duty to the County and agrees to act in the County's best interests. Zions agrees to provide the following services to the County as requested:

(a) Render expert financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of the County's securities, including notes, bonds, leases, and other forms of securities or financings.

(b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt which Zions believes will be most satisfactory to the County's goals and objectives.

(c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars,

escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants, etc. Zions will quarterback the financing team with the task of keeping team members on schedule and within budget.

(d) Work cooperatively with the County's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by the County.

(e) Advise and assist in selecting the most advantageous method of sale.

(f) If a negotiated sale is deemed most advantageous to the County, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).

(g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide the County with its desired payment structure.

(h) Attend meetings as requested by the County to discuss and formulate plans about proposed financings. This may include public hearings and formal meetings of the County's governing body.

(i) Assist the County in its preparation of financing documents, data, etc. as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.

(j) Assist with the preparation and review of an Official Statement, or other offering documents for each security issue, setting forth financial and other information about the County and the securities being offered for sale.

(k) Participate in a "Due Diligence" meeting of the County prior to the finalization and distribution of any Official Statement in an effort to ensure full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. The County understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate for insertion in the Official Statement and closing documents, confirming the truth and accuracy of all information contained in the Official Statement.

(l) Deliver the Official Statement or other offering document, together with the Notice of Sale, to underwriters or potential purchasers of the County's securities.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on the County's financings.

If requested, Zions will organize, assist in the preparation of, and participate in the County's presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by the County.

(n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).

(o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.

(p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.

(q) Advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, etc.

(r) Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibility studies, business license fees, grants, and other studies as requested by the County.

Optional Services

(s) Draft the Preliminary Official Statement and the Final Official Statement.

(t) Perform the administrative functions of billing, collecting for special assessment areas. This includes keeping the accounting records and preparing periodic reports on the status of the assessments, reserve funds and payment histories of each property owner. Zions will also coordinate with the County's foreclosure trustee if needed.

(u) Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the County's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

2. Zions hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, Zions will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the County's Municipal Advisor.

Zions will not provide municipal advisory services to the County under this Agreement with respect to any commercial banking transaction between the County and Zions, including but not limited to bank loans and leases, lines of credit, liquidity facilities, letters of credit, credit cards or other forms of credit enhancement or direct purchases of the County's bonds or leases.

3. The County agrees that in consideration for the foregoing services to be performed by Zions, the County will do the following:

(a) The County will cooperate with Zions and will provide all information which is reasonably required to enable Zions to fulfill its duties to the County.

(b) The County will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.

(c) The County will furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the County.

(d) The County will pay Zions for services herein outlined and other services incidental hereto in accordance with **Exhibit A** of this Agreement.

4. It is understood that the execution of this Agreement secures the services of Zions as the County's Municipal Advisor for a period of five (5) years. Either party may cancel and terminate this Agreement, for any reason, 60 days prior to any anniversary date of the Agreement.

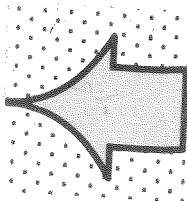
5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.

6. Zions agrees to indemnify, save harmless and defend the County from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of Zions' negligent performance hereunder as such negligence may be determined by law.

7. Zions' services consist solely in providing expert and experienced assistance to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.

8. This Agreement constitutes the entire Agreement between the parties.

9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.



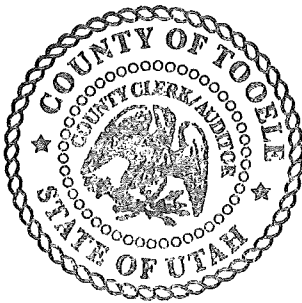
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

TOOELE COUNTY, UTAH

By Wade B. Bitter

ATTEST:

Marilyn K. Lellette



ZIONS PUBLIC FINANCE, Inc.
A wholly-owned subsidiary of
ZB, N.A.

By [Signature]
Vice President

Exhibit A
FEE Schedule
For Services outlined in Section 1(a) through 1(q) of the Agreement

For General Obligation Bonds, the County will pay Zions a fee equal to \$2.25 per \$1,000 of proceeds delivered.*

For Revenue Bonds, the County will pay Zions a fee equal to \$2.75 per \$1,000 of proceeds delivered.

For Lease Revenue Bonds, the County will pay Zions a fee equal to \$3.25 per \$1,000 of proceeds delivered.

For Tax Increment Bonds, the County will pay Zions a fee equal to \$4.50 per \$1,000 of proceeds delivered.

For Special Assessment Bonds, the County will pay Zions a fee equal to \$4.50 per \$1,000 of proceeds delivered.

For Private Activity Bonds, the County will pay Zions a fee equal to \$5.20 per \$1,000 of proceeds delivered.

For Bonds over \$5 Million a minimum of \$25K would apply. Bonds less than \$5 Million would have minimum fee of \$20K.

*If the County goes through a bond election in order to issue General Obligation Bonds, an election fee of \$10K would be due for election services.

FEE Schedule
For Studies Services outlined in Section 1(r) of the Agreement

If the County desires that Zions prepare a study as outlined in Section 1(r) above, the County will pay Zions an additional, mutually-agreed upon fee after the scope of the study has been determined.

Fee Schedule for Optional Services

For POS and OS Services outlined in Section 1(s) of the Agreement

If the County desires that Zions draft the preliminary official statement and final official statement, the County will pay Zions an additional fee of \$5,000 for each issue.

For Special Assessment Administration Services outlined in Section 1(t) of the Agreement

If the County desires that Zions administer the billing, collecting and accounting functions related to Special Assessment Areas, the County will pay Zions an additional, mutually-agreed upon fee after the scope of these services has been determined.

For Continuing Disclosure Services outlined in Section 1(u) of the Agreement

If the County desires that Zions prepare and file its continuing disclosure reports required by SEC Regulation 15c2-12, the County will pay Zions an additional, fee based on the following schedule:

<u>Filing Fees¹:</u>	<u>Fee for Annual Financial Information Filing</u>
Base Fee for all General Obligation Bonds Issued	<u>\$3,000.00</u>
Additional Bonds Issued:	
Lease Revenue Annual Appropriation Bonds (includes all lease revenue bonds issued).....	500.00
Revenue Bonds (includes all enterprise revenue bonds issued).....	1,500.00
Tax Increment Bonds (includes all tax increment bonds issued).....	1,500.00
Excise Tax Revenue Bonds	

¹ Zions reserves the right to increase the annual information filing fee (singularly or collectively for all types of bond issues) by not more than 2% per year for cost inflation factors. Zions will notify the issuer of these increases at each billing period.

(includes all excise revenue bonds issued).....	1,500.00
University or College Revenue Bonds (includes all university or college revenue bonds issued).....	1,500.00
Other (includes all other bonds issued).....	500.00

Material Event Notice Filing Fees:

Fee for Late Filing (submitted after [Insert date]).....	750.00
Fee for Material Event Filing.....	500.00

Annually, operating and financial information and audited financial statements will be submitted to the Electronic Municipal Market Access ("EMMA") by continuing disclosure due date. If the information is not filed within the specified timeframe, a Material Event Notice will be filed indicating the "late filing."

When applicable, Zions Public Finance, Inc. would charge a filing fee for services rendered in the event of a Material Event Notice. A "Material Event" in which disclosure is required may consist of the following:

- (a) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:
 - (i) Principal and interest payment delinquencies;
 - (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (iv) Substitution of credit or liquidity providers, or their failure to perform;
 - (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
 - (vi) Defeasances;
 - (vii) Tender offers;
 - (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
 - (ix) Rating changes.

- (b) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:
 - (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
 - (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
 - (iii) Non-payment related defaults;
 - (iv) Modifications to the rights of the owners of the Bonds;
 - (v) Bond calls; or
 - (vi) Release, substitution or sale of property securing repayment of the Bonds.

Exhibit B
Zions Public Finance, Inc.
Disclosure Statement of
Municipal Advisor

The Municipal Securities Rulemaking Board (MSRB) adopted Rule G-42 on December 23, 2015. It became effective on June 23, 2016. Section (b) of Rule G-42 requires all Municipal Advisors to disclose to their clients, in writing, any actual or potential material conflicts of interest, including with respect to certain specifically identified categories in Rule G-42, if applicable. Zions Public Finance, Inc. (hereinafter "Zions") makes the disclosures set forth below with respect to material actual or potential conflicts of interest in connection with our Agreement for Municipal Advisory Services (the "Agreement") dated September 13, 2016 with the County, together with an explanation of how Zions addresses, or intends to manage or mitigate each conflict.

Conflicts of Interest

With respect to each actual or potential conflict disclosed below, Zions mitigates such conflicts through adherence to our fiduciary duty to the County which includes a duty of loyalty in performing all municipal advisory activities for the County. This duty of loyalty obligates Zions to deal honestly and with the utmost good faith with the County and to act in the County's best interests without regard to Zions' financial or other interests. Because Zions is part of a much larger banking organization, our profitability is not dependent on maximizing short-term revenues generated from our municipal advisory activities, but instead is dependent on long-term profitability built on a foundation of integrity, quality service, and strict adherence to our fiduciary duty.

In connection with the issuance of municipal securities, Zions may receive compensation from the County for services rendered which may be contingent upon the successful closing of a transaction, and/or where our compensation may be based in whole or in part on the size of the transaction. In other situations, our compensation may be based upon an hourly rate or rates. In still other situations, our compensation may be based upon an annual retainer or a fixed fee for a given project.

Consistent with Rule G-42, Zions hereby discloses that each of these methods of compensation may present a potential conflict of interest regarding our ability to provide unbiased advice to enter into such transaction.

For example, fees that are (i) dependent upon the size of and successful closing of a transaction could create an incentive for Zions to recommend unnecessary, oversized, or disadvantageous financings in order to increase our compensation; (ii) based upon an hourly rate could create an incentive for Zions to recommend alternatives that result in greater hours worked; and (iii) based upon an annual retainer or fixed fee could incentivize Zions to recommend less time-consuming alternatives or fail to do a more thorough analysis of alternatives.

In each case, Zions represents that the potential conflict of interest relating to compensation will not impair our ability to render unbiased and competent advice or to fulfill our fiduciary duty as described above to the County.

Also, Zions has numerous municipal advisory relationships with various governmental entities that may from time to time have interests that could have a direct or indirect impact on the County's interests. For example, Zions' other municipal advisory clients may from time to time, and depending on specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Zions could potentially face a conflict of interest arising from these competing client interests.

In addition to serving as municipal advisor to the County, Zions may, from time to time, serve as a municipal advisor to a conduit borrower. In such event, the County and the conduit borrower may have conflicting interests with regard to fees, terms of the issuance, and other matters. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to both the conduit borrower and the County in a timely manner.

As a part of ZB, N.A., a nationally-chartered banking organization, Zions has many affiliated businesses that have provided, or desire to provide, services to governmental entities, including the County.

These affiliates include:

- Zions Bank Corporate Trust, a division of ZB, N.A, and an entity related to Zions ("Corporate Trust"), offers corporate trustee and custodial services to municipal issuers and obligated persons. If a client engages in these services, it is done directly with Corporate Trust under a separate engagement.
- Zions Capital Advisor Institutional Liquidity Management ("ZCA"), an affiliate and SEC registered investment advisor provides discretionary money management to institutional clients for a fee. If the client engages ZCA for these services, they will be dealing directly with ZCA under their own agreement and disclosures.

- Zions Bank Capital Markets, an affiliated bank dealer, provides underwriting and dealer services to institutional clients including municipal issuers. Additionally, the dealer may take positions or underwrite securities for other municipal issuers.
- Zions Bank, a division of ZB, N.A, provides traditional banking services to municipal clients through their branch locations and treasury departments. Any products or services offered are subject to the terms and conditions of the bank agreement for the engagement.

Corporate Trust is the only affiliate that may be expected to provide services that are directly related to the Municipal Advisory activities to be provided by Zions within the scope of services under the Agreement. Corporate Trust acts as a Paying Agent, Registrar, Trustee, and Escrow Agent to municipal clients on municipal financings. Corporate Trust's desire to do business with the County could create an incentive for Zions to recommend a course of action that increases the level of the County's business activity with this affiliate. In addition to the general mitigations described above, in the event that Zions makes a recommendation to the County that could influence the level of business with Corporate Trust, Zions will consider alternatives to such recommendations which will be disclosed to the County along with the potential impact such recommendations and alternatives would have on the County and the affiliate.

As further described below, Zions Bank, an affiliate of Zions, may from time to time make bank loans to, or purchase leases or securities from, the County, which such loans and purchases are expressly excluded from the scope of the Agreement.

After reviewing our list of existing client relationships and upcoming transactions, we cannot identify any existing material conflicts of interest that would prevent us from serving the County's best interests. If Zions becomes aware of any additional potential or actual conflicts of interest after this initial disclosure, Zions will proactively disclose the detailed information, in writing, to the County in a timely manner.

Legal or Disciplinary Events

Zions does not have any legal events or disciplinary history on Zions' Form MA and/or Form MA-I. These forms include information about any criminal actions, regulatory actions, investigations, terminations, judgements, liens, civil judicial actions, customer complaints, arbitrations and civil litigation when they occur. Each of Zions' most recent Form MA and Form MA-I filed with the SEC may be accessed electronically on the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Zions, Zions will provide complete disclosure to you in detail, allowing you to evaluate Zions, its management and personnel.

Contract Exemption for Direct Purchases

In our proposed Municipal Advisory Agreement, there is a provision that specifically excludes from the Agreement any commercial banking transactions with, and leases or securities purchased from, the County.

When the County determines that it would like one of Zions' affiliates to directly engage in a commercial banking transaction, or purchase a lease or municipal security from the County, and provided that Zions has not previously provided any advice to County regarding such transaction, Zions will deliver to County an additional disclosure document indicating that (a) Zions and its personnel: (i) will not be serving as County's municipal advisor; (ii) will not owe a fiduciary duty to County pursuant to Section 15B of the Securities Exchange Act of 1934 regarding that transaction; and (iii) will have interests conflicting with the County's; (b) all Zions (or affiliate) personnel the County deals with in such a transaction will be acting and serving as part of the affiliate's team and not on behalf of the County (c) Zions may bill the County for standard fees in connection with such transaction, but will not bill the County for any municipal advisory fees since it won't be performing a municipal advisory function for the County with respect thereto; and (d) The County may wish to discuss information or material provided in connection with such transaction with an internal or external expert.

If Zions has previously provided any advice to you regarding the loan, lease, or security in question, our affiliates will not be allowed to purchase the transaction.

MSRB Rule G-42 specifically exempts these transactions that are less than \$1 million in par value from the prohibition on advice. Therefore, if the transaction is less than \$1 million, Zions is allowed to provide advice on the transaction, even if it is purchased by one of our affiliates.