

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOOELE COUNTY AND GTC CONSULTING, INC.

This Professional Services Agreement is effective as of the 21st day of January 2020, by and between Tooele County, a Utah political subdivision corporation located at 47 South Main Street, Tooele, UT 84074 (hereinafter referred to as "Tooele County") and GTC Consulting, Inc., a Utah corporation, located at P.O. Box 2084, Sandy, UT 84091 (hereinafter referred to as "Contractor").

Contractors Responsibilities. Contractor shall consult with and advise Tooele County from time to time at Tooele County's request and Contractor's reasonable convenience with respect to the legislative government affairs and intergovernmental relations. Contractor shall lobby state officials in regard to issues identified by Tooele County and specifically in regard to Tooele County's road funding and infrastructure needs associated with the design and construction of the Oquirrh Expressway. Contractor shall not be required to devote any particular amount of time toward the performance of his duties hereunder; provided, that Contractor shall use his reasonable efforts, and devote sufficient time, to become familiar with and knowledgeable about Tooele County's legislative priorities and plans.

Tooele County Responsibilities. For the purposes described in this Agreement, Tooele County shall pay Contractor the sum of Sixty Thousand dollars (\$60,000) for services rendered, Payment shall be made by February 15, 2020, Contractor is an independent contractor and may incur expenses in the performance of his duties, Contractor shall not be reimbursed for the expenses which are incurred on behalf of Tooele County.

Standards for Service. Contractor agrees to provide all services in a competent, professional manner, and in full compliance with all applicable laws, rules, regulations and in accordance with all professional and industry standards applicable.

Term and Termination. The term of this Agreement is for a period of twelve (12) months for the date of this agreement. After the first twelve months either party may terminate this Agreement by providing fifteen-day notice to the other party. After the 12-month period the parties agree that this Agreement shall terminate unless mutually extended by both parties.

Assignment. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of Tooele County. Any attempts at assignment of rights under this Contract except for those specifically consented to by both parties shall be void.

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

Confidential Relationship. All dealings of the parties hereto are confidential, and no report, data, information or communication developed, prepared or assembled by Contractor hereunder shall be revealed or made available to any person or entity other than Tooele county without Tooele County's permission except as provided by law. Should any request be made of Contractor for Confidential Information by a third party, Contractor shall notify Tooele County in writing immediately, and shall cooperate with Tooele County in responding to such request.

Conflict of Interest. Tooele County is aware that Contractor represents various municipalities on legislative matter unique to each City. The parties agree that Contractor is free to accept any employment which does not directly conflict with their representation of Tooele County. In the event that such employment, in Tooele County's opinion does conflict with Contractor's duties hereunder, and such conflict cannot be resolved to Tooele County's satisfaction, Tooele County will have the right to terminate this agreement, and parties agree to negotiate together with respect to the compensation which has been earned. Contractor agrees that it has a duty to inform Tooele County of any potential conflicts of interest as soon as possible so that such conflicts can be confronted and resolved.

Independent Contractor. No employer/employee relationship is intended by parties hereto, the relationship of Contractor to Tooele County being that of independent contractor. Tooele County will not be required to make payroll deductions or provide worker's compensation insurance or health benefits. Contractor will be responsible for applicable benefits, Federal, State and local employment taxes, social security and Medicare taxes.

Notices. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail and addressed to the parties at the following addresses, unless such addresses are change by notice, in writing to the other party:

Tooele County
Attention: Tooele County Commission
47 South Main Street Suite 300
Tooele, UT 84074

GTC Consulting, Inc.
Attention: Greg Curtis
P.O. Box 2084,
Sandy, UT 84091
Telephone: (801) 557-3027

Severability. If any provision of this Agreement is help to unenforceable, the remainder of this agreement shall be severable and not affected thereby.

Survival. Contractor shall remain obligated under all clauses of this Agreement which expressly or by their nature extend beyond the term hereof.

Additional Provisions. This Agreement shall be governed by the laws of the State of Utah. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement and between the parties related to the subject matter of this Agreement.

Executed by Contractor and by Tooele County on the date and year first above written.

Tooele County

By: [Signature] 1/24/2020

Its: Tooele County Commission

By: [Signature]
SHAWN MILNE

Its: COUNTY COMMISSIONER

By: Kendall Jordan

Its: Tooele County Commission

GTC Consulting, Inc.
By: [Signature]
Greg Curtis
President