

## Sage Government Solutions

### Lobbying & Government Relations Consulting Agreement

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into effective as of the December 1, 2019 (the "Effective Date") by and between Tooele County (the "Client") and Sage Government Solutions ("SAGE"). Each of the parties is sometimes referred to herein individually as a "party" or collectively as the "parties."

#### **AGREEMENT**

In consideration of the foregoing, and of the mutual covenants and agreements set forth in this Agreement, SAGE and Tooele County hereby mutually covenant and agree as set forth below.

#### 1. CONSULTING ARRANGEMENT

Beginning on December 1, 2019, Tooele County agrees to retain SAGE as a consultant, and SAGE hereby agrees to provide lobbying and consulting services to Tooele County on the terms and conditions set forth herein.

#### 2. TERM

SAGE shall be engaged by Tooele County as a consultant beginning December 1, 2019 and continuing until November 30, 2020, or until either SAGE or Tooele County terminates the engagement in accordance with Section 10 (the "Term").

#### 3. PROFESSIONAL SERVICES

SAGE shall perform the following services as requested by Tooele County:

- a. Provide government relations and public relations consulting and strategy on all projects where such services are requested, or where the interests of Tooele County are apparent;
- b. Provide lobbying and representation of Tooele County to legislators, legislative staff, governor's staff, governor's, other government officials, lobbyists, business leaders and the general public regarding the goals and priorities of Tooele County;
- c. Seek appropriations from the State of Utah for Tooele County and for projects related to the County's economic development, when called upon to do so.

4. RELATIONSHIP

The parties understand and agree that SAGE is providing services under this Agreement as an independent contractor only and not as an employee, partner, or agent of Tooele County. The services provided by SAGE to Tooele County are not exclusive and the Parties agree that SAGE may provide the same or similar consulting services to other individuals, companies, governments or entities, without limitation, except as provided for in Sections 10 and 11 below.

5. COOPERATION

SAGE will perform the services under this Agreement in a professional manner, applying best practices and demonstrating skill and diligence. SAGE Managing Partner Jeff Hartley will direct the services contemplated in this Agreement, but may use the assistance of other partners or employees as appropriate. Tooele County will provide access to its information and property as it determines is reasonably required in order to permit SAGE to perform its obligations hereunder.

6. COMPENSATION

In consideration for services rendered to Tooele County as provided herein, Tooele County will pay SAGE an annual retainer of \$30,000, to be invoiced and paid in advance, and in accordance with Tooele County's standard consulting contract payment practices. SAGE's compensation will not be subject to withholding for federal income taxes, FICA, FUTA and other amounts. SAGE will be responsible for all taxes, fees, and contributions owed governmental authorities.

7. EXPENSES

In the event SAGE anticipates it will incur extra ordinary expenses reasonable and necessary for the performance of services hereunder (e.g. significant travel expenses, lodging or food and beverages for large groups) that exceed Twenty-five Dollars (\$25.00), SAGE shall obtain prior approval by Tooele County to be eligible for reimbursement.

8. OFFICE SPACE

SAGE shall be able to utilize available office and meeting space of Tooele County as needed for the specific representation of Tooele County upon reasonable notice.

9. TERMINATION

Services provided by SAGE hereunder shall be "at will," and may be terminated by Tooele County or SAGE at any time, with or without cause, upon thirty (30) days written notice to the other party. SAGE does not prorate payments or provide partial refunds for professional services related to requests for appropriations or incentives from the state or federal governments.



10. CONFLICTS OF INTEREST

Although the relationship established by this Agreement is non-exclusive, during the Term, SAGE will not take on a similar advisory or consulting project or services would constitute a “conflict of interest” under Utah Code Ann. § 36-11-306. If either party believes there is a conflict of interest, they shall work together in good faith to resolve the matter.

11. CONFIDENTIAL INFORMATION

To protect Tooele County’s Confidential Information and interests, SAGE agrees that it will not, at any time during the term of this Agreement or for a period of three years after he ceases providing services under the Agreement, reveal, disclose, furnish, make accessible, or disseminate any Confidential Information to any other individual, firm, entity, or organization except as only may be expressly required in properly performing services for Tooele County. As used in this Agreement, the term “Confidential Information” means all tangible and intangible non-public information regarding Tooele County or its governmental operations, or that is specifically identified by Tooele County to SAGE as confidential or proprietary.

12. COMPLIANCE

SAGE agrees that it will comply with all governmental laws, rules and regulations in the performance of services under this Agreement.

13. ENTIRE AGREEMENT

This Agreement and any supporting documents incorporated herein constitute the complete agreement and supersede any prior agreements or understandings written or oral between the parties with respect to the subject matter hereof and will be the subject of modification only by a written amendment hereto.

14. NOTICES

All notices and approvals required under or by reason of this Agreement shall be in writing and shall be deemed given when sent to each party’s authorized representative by U.S. Mail or electronic mail as follows:

Tooele County  
747 S. Main Street  
Tooele, UT 84074

Sage Government Solutions  
PO Box 1205  
Salt Lake City, UT 84110  
jeff@sagegov.com

\_\_\_\_\_  
(Attention)

\_\_\_\_\_  
(email address)

15. GOVERNING LAW

The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto, shall be governed, construed, and interpreted in accordance with the laws of the State of Utah. If a civil action or other proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred, in addition to any other relief which such party may be entitled, whether incurred before or after the filing of a civil action or the entry of judgment.

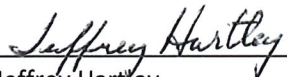
16. ASSIGNMENT

SAGE may assign the rights and obligations of this Agreement with the written consent of Tooele County, which will not be unreasonably withheld.


17. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Electronically delivered copies of signature pages to this Agreement shall be treated between the parties as original signatures for all purposes.

ACCEPTED AND AGREED:

  
\_\_\_\_\_  
Jeffrey Hartley  
Managing Partner  
Sage Government Solutions

01/15/2020  
(Date)


  
\_\_\_\_\_  
(Signature)

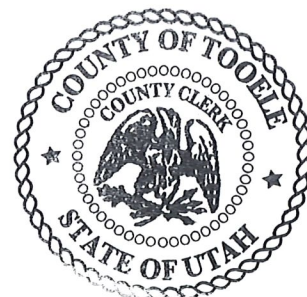
11 May  
(Date)

Tom Tripp  
\_\_\_\_\_  
(Printed Name)

Tooele County Commission - Chair man  
Title or Position: Tooele County

ATTEST:

  
\_\_\_\_\_  
MARILYN K. GILLETTE  
TOOELE COUNTY CLERK







**SAGE POLITICS SAGE PUBLIC RELATIONS SAGE GOVERNMENT SOLUTIONS**

SAGE SOLUTIONS was founded in 2008 by brothers Greg and Jeff Hartley, both with deep experience in politics, public policy and strategic communications. SAGE has three business verticals: Government Relations, Public Relations and Political Affairs.

Greg Hartley has managed and consulted over 100 campaigns at all levels of government, from presidential campaigns to city council. Greg served as campaign manager and senior staff to former Governor Jon Huntsman, and as senior staff in the Governor's Office of Economic Development under current Governor Gary Herbert. Greg left government briefly and held positions as Director of Government Relations for 1-800-CONTACTS and iSchool Campus. Most recently, Greg spent five years serving as Chief of Staff to two Utah Speakers of the House. No one knows the inner-workings of Utah state government better than Greg Hartley.

Jeff Hartley has 25 years of experience working inside government and working from the outside to improve government. Jeff spent almost a decade on Capitol Hill in Washington working with the media and later as a senior policy advisor. While SAGE clients represent a variety of industries, Jeff has established himself as one of the leading energy lobbyists in Utah. In addition to representing the spectrum of energy interests, Jeff has served on many commissions, task forces and working groups aimed at establishing good public policy on land use, air quality, water quality, endangered species and other environmental concerns.

Suzette Rasmussen spent more than a decade working for the Governor's Office of Economic Development and the World Trade Center Utah. She has strong experience in international relations, trade and business development. Suzette recently returned to private legal practice and partners with SAGE on strategic government relations engagements.

Current & former clients include:

GOVERNMENT

State of Utah  
Salt Lake County  
Tooele County  
Duchesne County  
Box Elder County  
Draper City  
Lehi City  
Vineyard City  
West Valley City

POLITICAL

Elect Trump Utah  
Huntsman for President  
McCain for President  
Governor Jon Huntsman Jr.  
Governor Gary Herbert  
Utah Republican Party  
House Speaker Greg Hughes  
House Republican Election Comm.  
Utah Energy PAC  
Utah Taxpayers Association  
Hundreds of State & Local Races

MEDICAL

Utah Medical Association  
Intermountain Healthcare  
American Health Insurance Plans  
Ashley Regional Medical Center

ENERGY

Rocky Mountain Power  
Questar Gas  
Energy Solutions  
Koch Companies Public Sector  
Encana Corporation  
Newfield Exploration Company  
EnerVest, Ltd.  
QEP Resources  
AXIA Energy II  
EP Energy  
TYR Energy Utah  
Bill Barrett Corp.  
Blue Castle Energy  
Red Leaf Resources  
Uintah Gateway  
Oil Shale Exploration Company  
Renewable Energy Development Corp.  
Responsible Energy Developers Group  
Navitus Sustainable Industries  
Integrated Energy Companies

ADVOCACY

Boys & Girls Clubs of Utah  
Living Planet Aquarium  
American Civil Rights Coalition  
American Tort Reform Assoc.  
Sportsmen for Fish & Wildlife  
Big Game Forever

TRANSPORTATION

Utah Transit Authority  
Stadler Rail, N.A.  
Salt Lake, Garfield & Western Railway

DEVELOPMENT

Utah Lake Restoration, Inc.  
Clyde Companies / Geneva Rock  
Stack Real Estate Development  
Boulder Ventures  
Corrections Corp. of America  
Kimball Investments  
Patel Industrial Park  
106 ReForestation  
Standard Plumbing Supply  
The Chenoa Fund  
Young Living Farms  
National Heritage Academies

TECHNOLOGY

Entertainment Software Alliance  
1-800-CONTACTS  
iSchool Campus  
Kyte Learning  
NUVI  
Thompson, Inc.  
Harris Corporation