

**SPONSORSHIP AGREEMENT BETWEEN
CHADWICK BOOTH & CO.
AND TOOELE COUNTY**

AGREEMENT dated this 16th day of March, 2021, by and between Tooele County, a political subdivision of the State of Utah ("County") and Chadwick Booth & Co., producer of the 'The County Seat,' a weekly television program in Cottonwood Heights, Utah ("Producer/County Seat").

RECITALS

WHEREAS, The County Seat is a weekly television program that studies the role of county government and explores issues facing county leadership. The County Seat focuses on important local issues, public policy, and educates viewers about county and state government processes. The County Seat television series is broadcast Saturday evenings at 11 pm and Sunday mornings at 8:30 am on the ABC affiliate out of Salt Lake City, Utah (KTVX) and re-aired on local cable channels across the state and in high definition streaming webcast on www.TheCountySeat.tv.

WHEREAS, the County wishes to support the production of The County Seat and seeks, from time to time, to contribute to the editorial body of work on topics of interest to the County. The Producer/ County Seat agrees to provide for the County (52) thirty second commercial availabilities and the opportunity for the County to participate in the editorial development of the topics discussed on The County Seat during the course of the 2021 calendar year. The County agrees to provide completed 30-second spots in any broadcast format to Producer/County Seat prior to the first airdate. The County has the right to subcontract its dedicated 30-second spot time inventory. The County agrees to notify the Producer/County Seat in advance of the airdate of any substitution. The initial term of this agreement shall be from March 1, 2021 through December 31, 2021.

WHEREAS, the County agrees to provide a point of contact for Producer/County Seat to execute the terms of this agreement and to: a) discuss and choose topics of interest to the County; b) determine what spokesperson or personnel will be required for the episodes; c) discuss and/or schedule when participation would be mutually suitable for both parties; d) discuss payment of this agreement; and e) discuss mediation in the event of default.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. SCOPE OF WORK. The Producer/County Seat agrees to provide the opportunity for the County to participate in the development of the editorial body of work. The Producer/County Seat will provide shooting, editing and other related production and promotional services in connection with episodes and web based content. The Producer/County Seat will provide the County free access to any feature stories or show segments and footage shot during regular production of the TV series for use on other video or web based projects the County may undertake. The video will be provided free of charge to the County. The Producer/County Seat

will provide the usual and customary production time for production of one turn-key commercial during the period of this agreement.

2. COMPENSATION. The County shall pay Producer/County Seat a total sum of \$26,000 for services under this agreement. The County shall make a deposit of \$13,000 upon signing of this agreement. Upon broadcast of 26 commercials on The County Seat, County shall pay the balance due of \$13,000 upon receipt of invoice(s) from the Producer/County Seat.

The County may purchase additional production time at the rate of \$175.50 per hour. Additional production time must be approved by the County Council prior to Producer/County Seat providing such service.

3. TERM OF AGREEMENT. This agreement shall remain in effect for a term of ten (10) months commencing on March 1, 2021, and continuing through December 31, 2021, unless sooner terminated as hereinafter provided. This agreement may be extended for up to 12 months upon written addendum.

4. TERMINATION. This agreement may be terminated by either party hereto, with cause, upon thirty (30) days prior to the intended day of termination. Producer/County Seat shall be entitled to retain a prorated fee for any portions of the agreement completed.

5. GOVERNING LAW. This agreement is governed by and shall be construed in accordance with the laws of the State of Utah, without reference to conflicts of laws principles. Each of the parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Utah for purposes of any suit, action or other proceeding arising out of this agreement.

6. MEDIATION. Any controversy, dispute or claim arising out of or relating to this agreement or the termination thereof shall, if not settled by direct negotiation between the parties, be subject to non-binding mediation. Any demand for mediation by either party shall be made in writing and served upon the other party and shall set forth with reasonable specificity the basis of the dispute and the relief sought. Any mediation hereunder shall be conducted before an independent mediator mutually selected by the parties.

7. CONTRACTOR STATUS. The Producer/County Seat is an independent contractor performing certain services for the County and is not an employee of the County.

8. SUBCONTRACTING. This agreement is based upon the skill and reliability of the Producer/County Seat. However, the Producer/County Seat may subcontract any portion of the services to be performed under this agreement.

9. ASSIGNMENT. The Producer/County Seat will not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior approval of the County.

10. CONFIDENTIALITY. Any confidential information provided to or developed by the Producer/County Seat in performance of the agreement shall be kept confidential and shall not be made available to any individual or organization by Producer/County Seat without prior approval of the County.

11. MODIFICATION. This agreement shall not be modified except in writing by amendment executed by both parties.

12. ENTIRE AGREEMENT. This agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the date(s) indicated below:

TOOELE COUNTY:

CHADWICK BOOTH & CO.:



By: Tom Tripp
Chair, Tooele County Council


By: Chad Booth

APPROVED AS TO FORM:

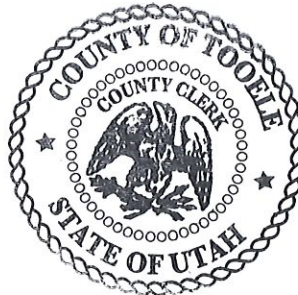
ATTEST:



Colin Winchester
Deputy County Attorney



Marilyn K. Gillette
Tooele County Clerk



Contact Information Sheet

Sponsor: Tooele County
Name of Primary Contact: Brittany Lopez
Email: blopez@tooeleco.org
Telephone: (435) 843-3150

Name of Billing Contact: Alison McCoy
Email: ammcoy@tooeleco.org
Billing Address: 47 South Main Street, Tooele, UT 84074
Telephone: (435) 843-3310

Chadwick Booth & Co.:
Office: (801) 947-8888
Executive Producer: Chad Booth (801) 403-3666
Associate Producer: Ria Rossi Booth (801) 712-0400
Client Relations: Kevin Mortensen (435) 201-0818
Billing: Karen Chamberlain (801) 947-8888
Social Media: Kat Kennedy (801) 918-8887

The County Seat:
Producer: Derek Dowsett (435) 668-1187
Field Producer: Tim Roberts (801) 910-1116

At Your Leisure:
Producer: Cody Tucker (801) 918-8887
Field Producer: Nick Chase (801) 513-9294