

AGREEMENT

Agreement dated this 1st day of November, 2023 (the "Effective Date") by and between Stokes Strategies, PO BOX 750 Salt Lake City, Utah 84110 (hereinafter referred to as Stokes), and Tooele County whose name and address are indicated below (hereinafter referred to a Client(s));

WITNESSETH:

Whereas, Stokes Strategies is a government relations consultant in good standing under the laws of the State of Utah, and

Whereas, Client(s) desire to establish an ongoing relationship in said capacity with Stokes to further the business developments of Client(s); and

Whereas, in consideration of the terms of this agreement, Stokes and Client(s) agree to establish such a relationship for government relations and representation.

Now, Therefore, in consideration of the foregoing and of the covenants herein, it is agreed by and between the parties as follows:


1. Conformity with Law- Client(s). Each Client affirmatively states that it will comply with the provisions of all applicable laws governing the subject matter hereof in the State of Utah, providing Client(s) with a complete accounting of all government relations and expenditures required to be reported.
2. Conformity with Law- Stokes. Stokes affirmatively states that he will comply with all provisions of all applicable laws governing the subject matter hereof in the State of Utah, providing Client(s) with a complete accounting of all government relations and expenditures required to be reported.
3. Engagement. Client(s) hereby engage Stokes and Stokes does hereby accept said engagement with Client(s) for the purpose of assisting Client(s) in the advancement of its corporate objectives by the performance of consultation and representation.
4. Independent Contractor. For the purposed of this agreement, it is agreed and understood that Stokes is an independent contractor and not an employee of Client(s).

5. Compensation and Payment for Services. In consideration of the services provided by Stokes, the Client(s) agrees to pay Stokes a monthly fee of Four Thousand One Hundred and Sixty Six Dollars (\$4,166.00).
6. Cost and Expenses. Client(s) agree that the consideration set forth above Client(s) compensate Stokes for its normal costs and expenses in the performance of the services set forth herein. The parties agree that Client(s) shall pay additional costs and expenses incurred by Stokes for the benefit of Client(s) with prior approval of Client(s) to Stokes.
7. Term of Agreement. Agreement is for 1 year and will continue past 12 full months where in either party may terminate this agreement with thirty (30) days written notice.
8. Assignability. This agreement may not be assigned or otherwise transferred by operation of law or otherwise without the consent of both parties.
9. Notice. All notices, requests, demands, and other communications required under the terms of this agreement shall be deemed to have been duly given if delivered or mailed certified, return receipt requested, postage prepaid, to Stokes at PO BOX 750 Salt Lake City, Utah 84110 and Client(s) at its address below.
10. Governing Law. This agreement is deemed to have been made under the laws of the State of Utah and shall be interpreted accordingly.
11. Modification. This agreement sets forth the entire understanding between the parties and may not be changed orally, but only by an instrument in writing signed by all of the parties hereto.
12. Binding Effect. This agreement shall be binding upon and inure to the benefit of the party's hereto and there respective heirs, executors, successors, and assigns.

The parties have executed this agreement to day and year first above written.

Stokes Strategies
PO BOX 750
Salt Lake City, Utah 84110

Tooele County
47 south Main Street
Tooele, Utah 84074

By: 
Spencer F. Stokes
President

By: 
Andy Welch
County Manager

By: 
Matt Holton
Partner

APPROVED AS TO FORM:


Nathan Harris
Deputy Tooele County Attorney