TOOELE COUNTY CORPORATION CONTRACT # 23.12-05

## Statehouse Partners Consulting Agreement with Tooele County

## Scope of Work

The scope of work for the consulting service between Tooele County and Statehouse Partners relates to facility improvements and operational assistance at the Wendover, Utah Airport. The Consultant will develop and implement strategies to secure funding and approvals, establish relationships with key State government offices, and advocate for assistance necessary for future improvements and operational assistance at the Wendover Airport. A list of requested improvements and operational assistance will be provided to the Consultant by Tooele County. The Consultant will regularly update Tooele County management regarding their lobbying efforts.

## Agreement

This agreement is for general consulting and government relations services provided by the Statehouse Partners, herein referred to as the "Consultant," for and on behalf of Tooele County. This agreement describes the general terms and conditions under which the Consultant will provide services.

In consideration of the mutual covenants and promises contained herein, the parties, intending to be legally bound, agree as follows:

- 1. <u>Services and Term</u>. Subject to the terms and conditions set forth in this Agreement, Tooele County hereby retains the Consultant, and Consultant hereby agrees to be retained by Tooele County to perform the services of government relations and lobbying of the Utah State Government for the period of November 15, 2023 March 15, 2024. The scope of work will be defined in writing by Tooele County at the beginning of the contract.
- 2. <u>Independent Contractor</u>. This Agreement is intended to create an independent contractor relationship between the parties for the purposes of federal, state and local law. Tooele County will not withhold taxes from any amounts payable to the Consultant under this Agreement and will not make any FICA or other contributions on behalf of or for the benefit of the Consultant.
- 3. <u>Compensation and Expenses</u>. As consideration for the services provided by the Consultant, Tooele County agrees to pay \$35,000. Payment will be made in two, equal installments upon invoice from the Consultant. The first one half payment at the beginning of the contact, and the second payment at the end of the 2024

legislative session. *Invoices shall be paid within 15 days of receipt*. Any additional expenses incurred in the performance of the Services, such as travel or other out-of-pocket expenses, must be approved by Tooele County.

4. <u>Confidential Information</u>. Consultant agrees that any information received while performing services in accordance with this Agreement which concerns the personal, financial or other affairs of Tooele County will be treated as trade secrets and confidential business practices by the Consultant and not be revealed to any other persons, firms or organizations.

6. Consultant Address and Contact Information.

Statehouse Partners 66 E. 600 N. Salt Lake City, Utah 84103

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IN WITNESS WHEREOF the parties have entered into this Consulting Agreement as of the Effective Date.

By: Alan Dayton

For Statehouse Partners

Date:

Nov. 6, 2023

By: Tooele County

Date: 12/7/20223