

**INDEPENDENT CONTRACTOR AGREEMENT
FOR EXTERNAL STATE AND LOCAL GOVERNMENT RELATIONS**

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into this 2nd day of January, 2020, by and between *Weber County*, and *Hunter and Company Communications, LLC*, an independent contractor whose principal place of business is 55 Cold Creek Way, Layton, Utah 84041, (hereinafter referred to as the “Contractor”).

RECITALS

WHEREAS, Weber County is in need of external State and Local government relations services in connection with its operations; and

WHEREAS, Contractor is experienced and qualified and in a position to provide such specialized services to Weber County; and

WHEREAS, agreement has been reached for Contractor to be retained by Weber County as an independent contractor under the terms and conditions herein contained.

AGREEMENT

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

1. Services to be Performed by the Contractor. Weber County hereby retains Contractor to furnish, and Contractor will, to the best of its ability and in a professional manner perform, the services described in Exhibit A (hereinafter the “Services”).
2. Term of Agreement. Subject to the provisions for termination as provided in this Agreement, the term shall be effective from the execution date of this Agreement for a period of one year (the “Term”). Weber County, at its sole option and election, shall have the right to extend the Term provided in this Agreement for up to three (3) additional, consecutive one-year periods (each an “Extension Term”) by delivery of written notice to the Contractor at least thirty (30) days prior to the expiration of the original Term or applicable Extension Term. The rights and obligations of Weber County and Contractor under this Agreement shall at all times be subject to and conditioned upon the provisions of this Agreement.
3. Compensation and Fees. As consideration for all Services to be provided, Contractor shall be paid an annual retainer in the fixed sum of \$70,000. The retainer is inclusive of all fees, travel expenses, and overhead. The retainer will be paid as a quarterly lump sum fee of \$17,500, payable in arrears. Weber County shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor on behalf of Weber County unless otherwise authorized in advance, in writing, by Weber County. Contractor must provide cost data and other supporting detail in conjunction with invoices that include any pre-authorized costs and expenses. Weber County shall have the right to review and approve such information.
4. Equipment, Tools, Materials, or Supplies. All equipment, tools, materials, and supplies required to perform the services listed herein shall be provided by Contractor.

Termination of Agreement. Either party may terminate this Agreement without cause upon thirty days written notice to the other party. In the event of termination, Weber County's obligation to contractor shall be prorated and limited to fees earned up to the effective date of termination. Contractor shall deliver to Weber County all data, drawings and other deliverables, whether completed or in process, and shall remit a final invoice.

5. The Contractor an Independent Contractor. The parties agree that the Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither the Contractor nor any of its employees is or are agents, servants or employees of Weber County. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, or fringe benefits which apply to Weber County's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Weber County on behalf of the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payroll, income and other taxes generally applicable to independent contractors.
6. Indemnification. Contractor hereby agrees to indemnify and hold harmless Weber County from and with respect to any losses, claims, demands, expenses, attorney's fees, costs, or judgments which Weber County may sustain, directly or indirectly, as the result of the negligent acts or omissions of Contractor, including any of its employees, agents, subcontractors, or volunteers, with respect to performance of any service required under this Agreement.
7. Insurance. For the duration of this Agreement, Contractor shall maintain at its own expense, and provide proof of said insurance to Weber County, the following types of insurance:
 - A. Commercial General Liability ("CGL") insurance with contractual liability coverage to cover the Contractor's obligations under the indemnification section of this Agreement in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall be primary and noncontributory to any other policy(ies) or coverage available to Weber County, whether such coverage be primary, contributing, or excess. If Contractor's CGL coverage is provided on a claims-made basis, Contractor shall maintain such policy for no less than four years after termination of this Agreement.
 - B. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage.
8. Changes or Modifications. This Agreement sets forth the entire understanding between the parties. Oral changes or modifications are not permitted. Any contract changes or modifications shall be made by negotiations between Contractor and Weber County. Upon mutual agreement of the applicable terms and conditions, scope, schedule, and price, a detailed modification shall be executed in writing by both parties and the changed scope commenced by Contractor.
9. Conflicts of Interest. Contractor agrees to devote its best efforts to Weber County's interests and to endeavor in every reasonable way to assist Weber County in fulfilling its goals. Contractor agrees to immediately identify and disclose in sufficiently complete detail any existing or prospective engagement by another client that could create an actual or potential conflict of interest

with respect to Contractor's engagement with Weber County as set forth in this Agreement. Requests for waivers of potential or actual conflicts of interest will be considered on a case-by-case basis. If Weber County determines that a conflict of interest exists and that Weber County will not waive the conflict, Weber County has the right to terminate this Agreement without further notice to Contractor. In such an event, Contractor will be compensated on a pro-rated basis through the effective date of termination.

10. Key Personnel. In awarding this Agreement to Contractor, Weber County has relied upon the expertise of certain Contractor personnel. Stephen Hunter is hereby designated as "key personnel" under this Agreement. Changes in key personnel shall be made only after consultation with Weber County.
11. The Contractor's Compliance with Applicable Laws and Regulations. In the performance of the Services called for under this Agreement, the Contractor hereby agrees, covenants and warrants to strictly comply with all Laws including, without limitation, any records, reporting, ethics and other Laws specific to the Services to be performed hereunder. Contractor agrees to comply with all Laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.
12. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the Laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. The parties exclude any and all statutes, laws and treaties which would allow or require any dispute to be decided in another forum or by other rules of decision than provided in this Agreement.
13. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. Waiver. No term of this Agreement shall be considered waived and no breach excused by either party unless such waiver is made in writing. No consent, waiver or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.
15. No Authority to Bind Client. The Contractor has no authority to enter into contracts or agreements on behalf of Weber County. This Agreement does not create a partnership between the parties. This Agreement shall not be assigned without the express written approval by Weber County.
16. How Notices Given. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Weber County:

Weber County
ATTN: Contract Administrator
2380 Washington Blvd.

Ogden, UT 84401

CONTRACTOR: Hunter and Company Communications, LLC
ATTN: Stephen Hunter
55 Cold Creek Way
Layton, UT 84041

17. Contract Manager. Weber County's Contract Manager for this Agreement shall be the Weber County Commission or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Commission, Commission staff, or designee.

18. Incorporated Documents. The following documents hereinafter listed in chronological order, with most recent document taking precedence over prior documents where relevant, are hereby incorporated into the Agreement by reference:


IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

[signatures on following pages]

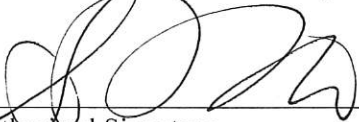
**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By 
Chair, Weber County Commission

ATTEST:


Ricky Hatch, CPA
Weber County Clerk/Auditor

HUNTER AND COMPANY, LLC


Authorized Signature

Stephen Hunter
Printed Name

Owner, Hunter and Company Comm, LLC
Title

27.4323141
EIN#

EXHIBIT A

SCOPE OF WORK

Contractor agrees that, to the best of its ability and to the satisfaction of Weber County, through consultation with Weber County officers and representatives, will offer general consulting services. These services will include:

1. Strategy development;
2. Needs assessment;
3. Political intelligence information gathering and networking;
4. Communications/public relations message strategy;
5. Review on a continuing basis all current and proposed legislation, policies, and programs that could affect Weber County and report regularly to the Weber County Commission and staff.
6. Maintain excellent working relationships with members of the Utah Federal Congressional Delegation, Utah State legislature, legislative leadership, and support staff.
7. Maintain excellent working relationships with the Governor and members of the State's Executive branch of government.
8. Meet regularly with Weber County staff to discuss issues and problems, to develop strategies and to make and take specific assignments, including assessment and discussions with legislators and others to develop strategy on governance issues.
9. Perform other assignments as directed by Weber County.