AMENDED CONSULTING AGREEMENT

This Consulting Agreement (this “*Agreement*”) is entered and effective this 20th day of August 2025, by and between Payson City Corporation (“*Client*”) with principal offices located at 439 West Utah Avenue, Payson, Utah 84651, and Legislative Executive Consulting, LLC with principle offices located at 11671 Granite Flats Rd., Highland, UT 84003 (“*Consultant*”).

**(1) SCOPE OF WORK.** Consultant is knowledgeable in work to be performed by Consultant. The Scope of Work to be performed by Consultant is set forth in *Exhibit A* to this Agreement incorporated herein by this reference. This Agreement may be amended only by written instrument signed by both the authorized representatives for Client and the Consultant. Consultant is an independent contractor with respect to the work provided to Client.

**(2) AUTHORIZATION TO PROCEED.** Executionof this Agreement by the authorized representatives of Client and Consultant will serve as authorization for the Consultant to proceed with the services called for in this Agreement.

**(3) PAYMENT OF FEES.** Consultant shall invoice Client for services performed for Client under this Consulting Agreement at the rates specified in *Exhibit A*. Each invoice shall be itemized and have an invoice number. Consultant will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker’s compensation insurance coverage; and will make all appropriate unemployment tax payments. All payments due to Consultant are due 15 days from date of Client’s receipt of invoice. Consultant shall not invoice more frequently than once per month.

**(4) OWNERSHIP OF DOCUMENTS.** All documents including notes, drawings, and reports generated by the Consultant under this Agreement are the property of Client. Any reuse by Client without written authorization from the Consultant will be at Client’s sole risk and without legal or liability exposure to the Consultant. Consultant may not use the work product for any other client or purpose without the express written consent of Client.

**(5) CONFIDENTIALITY** Consultant acknowledges that it will have access to Client information that is confidential and proprietary including, without limitation, the existence and terms of this Agreement and any trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of Client, its Affiliates, or their suppliers or customers, in each case whether spoken, printed, electronic, or in any other form or medium (collectively, the “*Confidential Information*”). Consultant agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of Client in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the services Consultant is required to perform hereunder. Consultant shall notify Client immediately in the event it becomes aware of any loss or disclosure of any Confidential Information. If Consultant makes a disclosure contrary to the provisions of this Section, Client shall have the right, without prejudice to any other rights or remedies it may have hereunder or otherwise, to terminate this Agreement effective immediately upon notice to Consultant. This obligation shall be of a continuing nature and shall survive the expiration, suspension or termination of the Agreement. In the event Consultant is compelled by law or judicial or administrative process to disclose any such Confidential Information, it shall give prior notice of such disclosure to Client and shall cooperate with Client’s efforts to avoid or minimize the extent of the required disclosures. Client shall be entitled to seek injunctive relief for any violation of this Section. Confidential Information shall not include information that: is or becomes generally available to the public other than through Consultant’s breach of this Agreement; or is communicated to Consultant by a third party that had no confidentiality obligations with respect to such information.

**(6) CONFLICT OF INTEREST.** Consultant agrees to advise Client prior to undertaking services for any other company whose interests are known, or could reasonably be believed to be, adverse to the interests of Client.

**(7) INDEMNITY.** Consultant will indemnify, defend and hold harmless Client and its agents, directors, officers and employees from and against all suits, losses, damages, causes of action or claims (including attorneys’ fees and costs) arising from Consultant’s breach of any obligation in this Agreement or any error, omission or negligent act of Consultant or any person employed by Consultant or acting on Consultant’s behalf. Client may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Consultant.

**(8) TERM.** The term of this Consulting Agreement shall be for the base period stated in *Exhibit A*. This Agreement shall terminate at the end of the base period unless Client extends the term of the Agreement in writing.

**(9) NOTICES/APPROVALS.** All notices and approvals required under or because of this Consulting Agreement shall be in writing and shall be deemed given when sent to each party’s authorized representative as follows:

Client Consultant

Payson City Corporation Legislative Executive Consulting, LLC

Dave Tuckett, City Manager David Stewart, President

439 W Utah Avenue 11671 Granite Flats Rd.

Payson UT 84651 Highland, UT 84003

Telephone: (801) 465-5234 Telephone: (801) 910-3936

Email: davet@payson.org Facsimile: (801) 763-8160

**(10) CHOICE OF LAW AND REMEDIES.** This Consulting agreement is made and shall be enforced pursuant to the laws of the State of Utah. The parties agree that monetary damages alone would not be sufficient remedy for any breach of this Agreement and each party, in addition to monetary damages, shall be entitled to specific performance and injunctive relief as remedies for any such breach. Additionally, the prevailing party in any judicial proceeding shall be entitled to recover from the other its/his/her reasonable costs and expenses, including attorney’s fees. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

**(11) EQUAL OPPORTUNITY.** Consultant shall comply with Equal Employment Opportunity as provided by Executive Order 11246.

**(12) SEVERABILITY AND SURVIVAL.** Should any part of this Consulting Agreement by found to be void, voidable or unenforceable, such void, voidable or unenforceable provision shall be deemed severed from this Agreement and shall not affect the remainder of this Agreement. The provisions of Sections 4, 5, 6, 7, 10, and 12 shall survive the termination of this Agreement for a period of one (1) year from any such termination.

**(13) ASSIGNMENT.** Client shall have the right to assign this Consulting Agreement to its successors or assigns and all covenants and agreements hereunder will inure to the benefit of and be enforceable by or against its successors or assigns. The rights and obligations of Consultant under this Agreement are personal to Consultant, and no such rights, benefits, or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

This Agreement entered as of the date written above.

**Client** **Consultant**

Payson City Corporation Legislative Executive Consulting

Print Name: William R. Wright Print Name:

Title: Mayor Title:

ATTEST:

Kim E. Holindrake, City Recorder

**Exhibit A**

**Scope of Work to Be Performed**

1. **Scope of Work.** Consultant shall perform the following services as requested by Client:
2. Consultant will work with the client to develop an application for the ARPA grant program.
3. Consultant will work with the governors office of economic opportunity to see the grant through the funding process.
4. Consultant will work to secure additional funding for our Main Street project or other City funding opportunities.

1. **FEES**

Client shall pay Consultant three payments of $159,375.00. The first payment shall be due and payable on November 1, 2025. The second payment shall be due and payable on February 1, 2026 and the final payment shall be due and payable on May 1, 2026. Consultant shall invoice Client for the payment.

1. **TERM**

This Amended Agreement shall be effective August 20, 2025 through July 31, 2026. The length or terms of the contract may be extended or amended with agreement from both parties.