

# Independent Contractor Agreement

(Governmental Affairs Consulting)

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (this “*Agreement*”) is made effective 7 October 2019 (the “*Effective Date*”) by the **CENTRAL WASATCH COMMISSION**, an interlocal entity and political subdivision of the state of Utah whose address is 41 North Rio Grande Street, Suite 102, Salt Lake City, Utah 84101 (“*CWC*”), and **RONALD DEAN**, an individual whose address is 2207 North 800 West, Provo, UT 84604 (“*Contractor*”). CWC and Contractor are sometimes collectively referred to in this Agreement as the “*parties*,” or individually as a “*party*.”

## **RECITALS:**

- A. Contractor has served as the Utah natural resources coordinator for former U.S. Senator Orrin Hatch and otherwise has significant expertise and experience in governmental affairs.
- B. CWC desires to retain Contractor on an independent contractor basis to assist CWC in advancing its federal and state legislative initiatives and to perform other related functions for CWC on the terms and conditions specified in this Agreement.
- C. Contractor desires to be so retained by CWC.
- D. The parties have determined that it is mutually advantageous to enter into this Agreement.

## **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Engagement.** CWC hereby engages Contractor, and Contractor hereby accepts such engagement, to perform the Services (as hereinafter defined).
2. **Services, Independent Activities, Relationship of the Parties.**
  - (a) *Services.* Contractor is engaged to assist CWC in advancing its federal and state legislative initiatives and to perform other related functions for CWC as directed by CWC’s governing body (the “*Board*”) or its Executive Director, devoting its time, attention and best efforts to CWC’s affairs for an average of ten hours per week, not to exceed 40 hours per month. A partial listing of the Services is set forth on the exhibit that is attached to this Agreement.
  - (b) *Independent Activities.* As an independent contractor, Contractor shall be freely entitled to expend time (while not on duty for CWC) for personal or outside business, charitable or professional activities. Such outside activities shall not be deemed a breach of this Agreement, provided that such activities do not materially interfere with the Services to be rendered to CWC hereunder. Contractor shall not, without CWC’s express prior written consent (which consent shall not be unreasonably withheld), engage in any activity competitive with or