

CONSULTING AND CONFIDENTIALITY AGREEMENT

This Consulting and Confidentiality Agreement ("Agreement") is entered into and is effective on the _____ day of February, 2015 by and between Stephen R. Capson ("Consultant") and the Jordanelle Special Service District ("JSSD")

WHEREAS, the Wasatch County Council operating as the Administrative Control Board of the JSSD has determined it is in the best interest of JSSD to retain the services of Stephen R. Capson; and

WHEREAS, the Administrative Control Board has determined that, given Stephen R. Capson's prior experience as a member of the Wasatch County Council, has experience and knowledge which the Council desires to be available to it in its operations; and

WHEREAS, Stephen R. Capson desires to assist JSSD in its efforts as a District in the future;

NOW, THEREFORE, for due and rightful consideration, the parties agree as follows:

1. Stephen R. Capson shall be retained as a consultant to JSSD as directed by and governed by the Wasatch County Council acting as the Administrative Control Board for JSSD.
2. Stephen R. Capson shall act as a consultant to JSSD under the direction of the Administrative Control Board of JSSD.
3. The initial activities of Stephen R. Capson shall include participating in water policy, financial matters, and legislative matters of JSSD, under the direction of the Wasatch County Council acting as the Administrative Control Board of JSSD.
4. Stephen R. Capson will be compensated for his services to JSSD, based on an hourly rate billable to JSSD of \$100 per hour.
5. As part of his Stephen R. Capson's consulting agreement, Stephen R. Capson and JSSD hereby agree to the following confidentiality provisions of such consulting services.
6. Consultant and JSSD wish to enter into this Agreement pursuant to which Consultant will provide consultancy services to JSSD. This Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Consultant and JSSD for any purpose.
7. Consultant, in his position as prior member of the Wasatch County Council, acknowledges that he may have had and may continue to have access to information that is treated as confidential and proprietary by JSSD or the Wasatch County Council, including, without limitation, all information not generally known to the public, in spoken, printed,

electronic or any other form or medium, relating directly or indirectly to fees and contracts, business processes, practices, methods, policies, plans, publications, documents, operations, services, strategies, techniques, agreements, contracts, know-how, trade secrets, work-in-process, financial information, accounting information, accounting records, pricing information, credit information, design information, internal controls, market studies, revenue, costs, notes, ideas, original works of authorship, specifications, and client information of JSSD or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to JSSD or the Wasatch County Council in confidence ("Confidential Information").

8. Consultant understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

9. Confidential Information shall not include information that (a) is or becomes generally available to the public other than through Consultant or (b) is communicated to Consultant by a third party that had no confidentiality obligations with respect to such information.

10. Any Confidential Information that Consultant has developed or will develop in connection with his consultancy services for JSSD shall be subject to the terms and conditions of this Agreement. 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 JSSD in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the consultancy services for JSSD.

11. It is the intent of both Parties to not utilize the Confidential Information in a fashion or manner that would have a detrimental effect on the Parties.

12. Subject to the terms of this Agreement, Consultant may be engaged or employed in any other business, trade, profession or other activity that does not place him in a conflict of interest with JSSD during the time period that he is performing services for JSSD.

13. Consultant shall be paid a consulting fee for consultancy services of \$100.00 per hour beginning February 1, 2015.

14. The term of this Agreement shall be from the effective date of this Agreement until July 1, 2015 unless otherwise mutually agreed to by the Parties.

Signed and agreed to as of the date of signature, confirming the effective date of February _____, 2015.

Stephen R. Capson
Consultant

Date

Jordanelle Special Service District

By: _____

Date

Lee Harmon

From: Lee Kapaloski
Sent: Tuesday, February 03, 2015 9:33 AM
To: 'mikekohler2009@gmail.com'
Cc: Lee Kapaloski
Subject: Confidentiality Agreement -- FROM THE OFFICE OF LEE KAPALOSKI
Attachments: Confidentiality Agreement--Stephen R. Capson.docx

Mike:

Here is a draft Consulting and Confidentiality Agreement with Stephen Capson for consulting services. This agreement confirms what I, as counsel, understand is the intent of the Administrative Control Board. This understanding is based on the intent expressed in the executive session of the Board on January 13, 2015 and reaffirmed in the executive session on January 27, 2015.

I would appreciate your review and comments.

Lee Kapaloski