

CONSULTING AND CONFIDENTIALITY AGREEMENT

This Consulting and Confidentiality Agreement (“Agreement”) is entered into and is effective on the 2nd day of January, 2015 by and between Dan Matthews (“Consultant”) and the Jordanelle Special Service District (“JSSD”) pursuant to the Severance Agreement between Dan Matthews and JSSD dated December 17, 2014.

1. Consultant and JSSD wish to enter into this Agreement pursuant to which Consultant will provide consultancy services to JSSD. This Agreement, executed pursuant to and in conjunction with the Severance Agreement, shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Consultant and JSSD for any purpose. Consultant and JSSD may be referred to herein as “the Parties.”

2. Consultant acknowledges that he has had and may continue to have access to information that is treated as confidential and proprietary by JSSD, 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 in confidence (“Confidential Information”).

3. 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.

4. 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.

5. 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. Consultant shall notify JSSD immediately in the event he becomes aware of any loss or disclosure of any Confidential Information.

6. 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, including but not limited to the media.

7. 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.

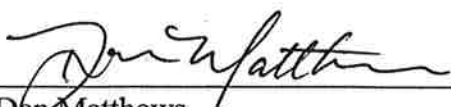
8. Nothing in this Agreement is intended in any way to contradict, conflict with, or supersede any of the terms of the Severance Agreement. The Severance Agreement continues to be in full force and effect, and it is the intention and agreement of the Parties that all of the terms and conditions herein and in the Severance Agreement be enforced to the fullest extent permitted by law.

9. The provisions of this Agreement as well as those in the Severance Agreement are severable. If any portion, provision, or part of either agreement is held, determined, or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and/or the Severance Agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

10. Consultant shall be paid a consulting fee for consultancy services of \$75.00 per hour for up to an average of 5 hours a week beginning January 1, 2015.

11. 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 January 2, 2015.



Dan Matthews
Consultant

Date 1/14/15

Jordanelle Special Service District

By: 

Date 1/14/15