

**Seven County Infrastructure Coalition
Independent Contractor Agreement**

THIS AGREEMENT by and between the Seven County Infrastructure Coalition, Utah, an independent Utah political subdivision, hereinafter referred to as "COALITION", and KNJ Consulting, LLC a Utah limited liability company and its principal, E. Kent Rust, hereinafter referred to as "Contractor".

THIS AGREEMENT shall be made effective as of April 6, 2017, and shall run as needed up to three years unless terminated sooner by the COALITION or by the Contractor.

RECITALS

- A. Contractor is willing to contract with COALITION and COALITION is willing to contract with Contractor on the terms, covenants and conditions set forth in this Agreement.
- B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this Agreement, Contractor and COALITION agree as follows:

SECTION ONE – Scope of Services

- A. COALITION hereby contracts with, engages, and retains Contractor to perform services on a non-exclusive basis, as follows:
 - 1. Serve as a consultant to the COALITION on a potential oil pipeline, the operation of which could involve trucking, pipeline and rail to transport crude oil to market.
 - 2. Contractor shall help evaluate the best alternatives for transporting oil, including the best practices for handling and moving crude oil, in particular handling and moving Uintah Basin Waxy Crude.
 - 3. Contractor shall help evaluate the financial viability of the overall proposed transportation project, as well as the overall cost of acquisition, operation and maintenance of various proposed components for transporting oil, in an effort to enhance the market value of Uintah Basin Waxy Crude Oil.
 - 4. Contractor shall work with and cooperate with COALITION personnel and others retained to perform services for the COALITION, and perform all functions in a professional and cooperative manner.
 - 5. Contractor shall recommend and provide guidance to the Executive Director and the COALITION Board on beneficial courses of action, and on when the professional

expertise of others should be sought or consulted.

6. Other consulting related duties as assigned

- B.** Contractor hereby accepts and agrees to such engagement and contract subject to the general supervision and pursuant to the orders, advice and direction of the Executive Director of the COALITION, acting under the direction of the COALITION Board.

SECTION TWO - BEST EFFORT OF CONTRACTOR

Contractor agrees that he/she will at all times faithfully, industrially, and to the best of his/her ability, experience, and talents, perform all of the duties that may be required of and from him/her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of COALITION.

SECTION THREE - TERM OF THE CONTRACT

Contractor shall be an independent contractor beginning on the effective date of this Agreement, first listed above. Contractor acknowledges that he is not an employee of the Coalition, and has no rights as an employee. Invoice of hours worked shall be submitted monthly, no less than 3 days prior to the first Friday of each month and shall be submitted to both the Executive Director and also the Finance Director. Contractor will be issued a 1099 for income tax reporting purposes. The Parties may extend the term of this Agreement for an additional three-year term, if mutually desired and agreed.

SECTION FOUR - COMPENSATION OF CONTRACTOR

COALITION shall pay Contractor, and Contractor shall accept from COALITION, in full payment for contractor's services under this Agreement, compensation at a base rate of \$125.00 per hour. COALITION shall reimburse Contractor for actual expenses related to his services as consultant, such as travel expenses, provided Contractor provide the COALITION with receipts or other credible evidence of such expenses.

SECTION FIVE - TERMINATION OF CONTRACT

This Agreement may be terminated at any time for any or no reasons by the COALITION with or without advance notice in the sole, unfettered discretion of the COALITION. Contractor does not have any property interest in the continuation of this contract and it may be terminated without any form of due process or right of appeal. Contractor may also terminate this contract at anytime in writing for any reason.

SECTION SIX - RETURN OF EQUIPMENT ON TERMINATION OF CONTRACT

Upon termination of this Agreement by either party, any and all COALITION property in possession or control of the Contractor shall be promptly returned to the COALITION by Contractor.

SECTION SEVEN – BENEFITS

Contractor shall have no right to and shall not be provided any benefits. Contractor shall be responsible to provide his own workers compensation insurance, business license, tools or equipment, and all other materials necessary to carry out this Agreement.

SECTION EIGHT - MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation(s) assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

CONTRACTOR

E. Kent Rust
Contractor, KNJ Consulting LLC

E. Kent Rust
Name of Contactor's Member

4/28/2017
Date Signed

46-545770
Tax I.D. No.

SEVEN COUNTY INFRASTRUCTURE COALITION

Michael J. McKee
Executive Director

May 5, 2017
Date Signed

ATTESTED

Eric Todd Johnson
Eric Todd Johnson, Legal Counsel

(S E A L)