



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, 2022 (the “Effective Date”) by and between The City of Santaquin, (the “Client”) and Fides LLC DBA Lincoln Hill Partners., (“Lincoln Hill”). Each of the parties is sometimes referred to herein individually as a “party” or collectively as the “parties.”

Background

Agreement

In consideration of the foregoing, and of the mutual covenants and agreements set forth in this Agreement, Lincoln Hill and The City of Santaquin hereby mutually covenant and agree as set forth below.

1. **Consulting Arrangement.** Beginning on (month/day)_____, 2022, The City of Santaquin agrees to retain Lincoln Hill as a consultant, and Lincoln Hill hereby agrees to provide consulting services to The City of Santaquin on the terms and conditions set forth herein.

Term. Lincoln Hill shall be engaged by The City of Santaquin as a consultant beginning immediately and continuing until either Lincoln Hill or _____ terminate the engagement in accordance with Section 8 (the “Term”).

2. **Consultant Duties.** Lincoln Hill shall perform the following services as requested by The City of Santaquin.

- a. Provide political representation, insight and strategy effort seeking an appropriation to help support the goals and mission of venturecapital.org.
- b. Work on all projects for The City of Santaquin where Lincoln Hill services are requested. It is expected that this work will include semi-regular consultation with the assigned contact for The City of Santaquin and may include working closely with the government relations and advocacy team, Mayor, Council Members and with other city leadership and staff, and other external governmental affairs consultants and organizations.

- c. Provide representation to rule makers, regulators, legislative staff, legislators, governor staff, governor, lobbyists, business leaders and the public regarding the goals and priorities of The City of Santaquin.
- d. Under direction of the mayor or their designee negotiate legislative solutions agreeable to the The City of Santaquin.

3. Relationship. The parties understand and agree that Lincoln Hill is providing services under this Agreement as an independent contractor only and not as an employee, partner, or joint venturer of The City of Santaquin. Neither The City of Santaquin nor Lincoln Hill shall hold Lincoln Hill out to any third party as a partner, joint venturer, or employee of The City of Santaquin. The services provided by Lincoln Hill to The City of Santaquin are not exclusive and the Parties agree that Lincoln Hill may provide similar consulting services to other individuals, companies, or entities, without limitation, except as provided for in Section 9, below.

4. Cooperation. Lincoln Hill will perform the services under this Agreement in a professional manner with skill and diligence. Lincoln Shurtz, Casey Hill, Derek Brown and Chase Everton will be personally involved in the services contemplated in this agreement but may use the assistance of others in their employ as appropriate. The City of Santaquin will provide access to relevant information and property as it determines is reasonably required to permit Lincoln Hill to perform the obligations hereunder.

5. Compensation. In consideration for services rendered to The City of Santaquin as provided herein, ___ The City of Santaquin will pay Lincoln Hill at a rate of \$50,000 per year, payable in two (2) equal \$25,000 payments. The first in January 2022 and the second in July 2022. Lincoln Hill's compensation will not be subject to withholding for federal income taxes, FICA, FUTA and other amounts.

6. Expenses. Lincoln Hill will not be entitled to receive reimbursement for any other expenses including travel unless prior approval is provided, and expenses are documented and accounted for in accordance with the policies and procedures established by The City of Santaquin and provided to Lincoln Hill.

7. Termination. Lincoln Hill's services hereunder shall be "at will," and may be terminated by The City of Santaquin or Lincoln Hill at any time, with or without cause, upon thirty (30) days written notice to the other party.

8. Conflicts of Interest. Although the relationship established by this Agreement is non-exclusive, during the Term, Lincoln Hill will not take on a project or services that would constitute a "conflict of interest" under Utah Code Ann. § 36-11-306 without clearing the perceived conflict with The City of Santaquin. If either party believes there is a conflict of interest, they shall work together in good faith to resolve the matter.

9. Confidential Information. To protect The City of Santaquin Confidential Information and business, Lincoln Hill agrees that it will not, at any time during the term of this Agreement or for a period of 2 years after they ceases providing services under the Agreement, reveal, disclose, furnish, make accessible, or disseminate any confidential Information to any other individual, firm, entity, or organization except as

only may be expressly required in properly performing services for The City of Santaquin. As used in this Agreement, the term "Confidential Information" means all tangible and intangible non-public information that is specifically identified by The City of Santaquin to Lincoln Hill as confidential or proprietary.

10. Effect of Termination. In the event Lincoln Hill's services under this Agreement are terminated for any reason, all obligations of The City of Santaquin and Lincoln Hill under this Agreement shall cease, except that the terms of Section 9 and any other provision which by its terms is so intended shall survive such termination. Upon such termination, Lincoln Hill shall be entitled to receive any applicable compensation and reimbursements through the date of termination. Upon termination Lincoln Hill also shall return to The City of Santaquin all confidential Information and other property or equipment belonging to The City of Santaquin.

11. Compliance with Laws. Lincoln Hill agrees that it will comply with all governmental laws and regulations in the performance of his services under this Agreement.

12. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. Notwithstanding any Utah statutory or common law to the contrary, this Agreement can be amended or modified only in a writing signed by either Lincoln Shurtz or Casey Hill of Lincoln Hill and The Mayor of The City of Santaquin or their designee.

13. Notice. All notices and approvals required under or by reason of this Agreement shall be in writing and shall be deemed given when sent to each party's authorized representative by electronic mail as follows:

_____	Lincoln Hill Partners
_____	Casey Hill, Lincoln Shurtz
_____	casey@redhillstrategic.com
_____	lincoln@legislativeut.com

14. Governing Law and Mandatory Venue. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto, shall be governed, construed, and interpreted in accordance with the laws of the State of Utah, United States, without giving effect to principles of conflicts of law. Any and all claims arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts situated in the State of Utah, each of the parties hereby consenting to the exclusive jurisdiction and mandatory venue of such courts. If any party violates this provision and files suit in another forum, the other party shall be entitled to anti-suit injunctive relief in the state and federal courts situated in Salt Lake County. If a civil action or other proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred, in addition to any other relief which such party may be entitled, whether incurred before or after the filing of a civil action or the entry of judgment.

15. Assignment. Lincoln Hill may assign the rights and obligations of this Agreement with the written consent of The City of Santaquin, which will not be unreasonably withheld.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Electronically delivered copies of signature pages to this Agreement shall be treated between the parties as original signatures for all purposes.

Lincoln Hill Partners



Casey Hill, Partner

Lincoln Shurtz, Partner

DATED: _____

DATED: _____