



LINCOLN HILL PARTNERS

68 East 300 North
Salt Lake City, Utah 84103
Phone: (801) 703-1799
www.lincolnhill.com

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is entered into on October 16, 2023, by and between Tooele County, located at 47 South Main Street, Tooele, Utah 84074, (“Client”), and Lincoln Hill Partners, LLC, a Utah corporation, located at 68 East 300 North, Salt Lake City, Utah, 84003 (“Consultant”), regarding the representation of Client in the State of Utah (“State”).

RECITALS

WHEREAS, Client desires to obtain the Services specified herein; and

WHEREAS, Consultant is desirous of accepting the duties and responsibilities of providing the Services specified herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Scope of Representation

Consultant shall provide strategic advice and services on state government relations matters, lobbying assistance, and general state-level advocacy for Client to achieve their core objectives in the state of Utah. Consultant will also work with Client on a strategy involving public relations and communications to assist Client in its general government relations and strategic efforts, and to work towards achieving those efforts. While Consultant cannot guarantee passage of legislation, Consultant will provide their best efforts to engage in activities that will result in completion of that stated objective. This will include working with Executive and Legislative Branch officials in preparation for and during the 2024 Utah Legislative Session and through the end of the term of this contract (“Services”).

II. Term

This Agreement shall commence on October 16, 2023, and shall expire on October 31, 2024. This Agreement may be renewed upon written consent of both parties. Either party may cancel the contract, at any time, with 30 days' written notice to the other party.

III. Consideration

For Services performed under this Agreement, Client shall pay to the Consultant a total of \$6,250 per month ("Consulting Fee"), to be paid on the 1st of each month. Consultant shall be entitled to reimbursement for any expenses reasonably incurred in the performance of the Services, provided that those expenses are agreed upon, in advance, and in writing by the Client."

IV. Client Loyalty

Consultant understands that his/her signing of this Agreement constitutes complete loyalty and confidence to the Client. Consultant further understands that the ultimate benefits of this arrangement should be to the Client and that Consultant will work diligently and to his/her utmost ability to ensure that Client is represented adequately and without conflict of interest.

V. Report

Consultant agrees to be responsible for preparation and filing of all applicable reports required by any department or branch of the State government. Consultant represents that they are registered with the State Legislature and all other branches of the State government necessary to legally represent Client's interest in the State.

VI. Conflict of Interest and Confidentiality

Consultant agrees that, except as expressly allowed herein or consented to in writing by Client, he or she will hold in confidence, not use or disclose, and protect any Confidential Information of Client in a manner at least equal to the manner in which he or she protects his or her own Confidential Information, and shall similarly bind his or her employees, agents, representatives, successors, contractors or assigns as to such Confidential Information obligations. "Confidential Information" means any information, technical data, or know-how relating to a party's business, research, products, software, services, development, inventions, processes, engineering, marketing, techniques, pricing, internal procedures, business, and marketing plans and business opportunities. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how that: (i) Consultant can prove through written documentation was in his or her possession prior to the time of disclosure; (ii) becomes part of the public knowledge not as a result of any action or inaction of Consultant; (iii) is disclosed to Consultant by a third party not in violation of any obligation of confidentiality; or (iv) is



independently developed by Consultant without reference to or use of any Confidential Information, which can be proven through written documentation.

VII. Noncompete

For the term of this Agreement, the Consultant shall not represent any entity that would be in competition with Client, nor represent any entity on an issue that would have be in conflict with the best interest of the Client, without approval of the Client.

VIII. Assignment

The Services to be performed by Consultant hereunder are personal in nature, and Client has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Client's prior written consent. Nothing in this Agreement shall prevent the assignment by the Client of this Agreement or any right, duty or obligation hereunder to any third party.

IX. General

This Agreement may be signed using one or more counterparts, each of which when signed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. A faxed or scanned and electronically transmitted facsimile of a signature-bearing page will be conclusive evidence of execution and delivery. This Agreement will be governed by, enforced in and interpreted according to the laws of the State of Utah, and the parties consent to exclusive jurisdiction in the state or federal courts of Utah. The parties expressly waive any right to a trial by jury. This Agreement does not create any joint venture, partnership, employment relationship or other agency relationship between the parties.

[signature page follows]



IN WITNESS WHEREOF, the parties have made an executed this Consulting Agreement on the date first entered above.

CONSULTANT

Lincoln Hill Partners, LLC

By:

Derek Brown
68 East 300 North
Salt Lake City, Utah 84103

Dated: October 16, 2023

CLIENT

Tooele County

By:

James A. Welch
47 South Main Street
Tooele, Utah 84074

Dated: October 16, 2023

APPROVED AS TO FORM:

Nathan Harris
Deputy Tooele County Attorney