

Independent Contractor Agreement

(Governmental Affairs Consulting)

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “*Agreement*”) is made effective 9 September 2019 (the “*Effective Date*”) by the **CENTRAL WASATCH COMMISSION**, an interlocal entity and political subdivision of the state of Utah whose address is 41 North Rio Grande Street, Suite 102, Salt Lake City, Utah 84101 (“*CWC*”), and **CASEY HILL**, an individual whose address is 304 South Maryfield Drive, Salt Lake City, Utah 84108 (“*Contractor*”). CWC and Contractor are sometimes collectively referred to in this Agreement as the “*parties*,” or individually as a “*party*.”

RECITALS:

- A. Contractor is a registered lobbyist of the state of Utah and otherwise has significant expertise and experience in governmental affairs.
- B. CWC desires to retain Contractor on an independent contractor basis to assist CWC in advancing its legislative initiatives and to perform other related functions for CWC on the terms and conditions specified in this Agreement.
- C. Contractor desires to be so retained by CWC.
- D. The parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Engagement.** CWC hereby engages Contractor, and Contractor hereby accepts such engagement, to perform the Services (as hereinafter defined).

2. **Services, Independent Activities, Relationship of the Parties.**

(a) *Services.* Contractor is engaged to assist CWC in advancing its legislative initiatives and to perform other related functions for CWC as directed by CWC’s governing body (the “*Board*”) or its Executive Director, devoting its time, attention and best efforts to CWC’s affairs for an average of ten hours per week, not to exceed 40 hours per month. A partial listing of the Services is set forth on the exhibit that is attached to this Agreement.

(b) *Independent Activities.* As an independent contractor, Contractor shall be freely entitled to expend time (while not on duty for CWC) for personal or outside business, charitable or professional activities. Such outside activities shall not be deemed a breach of this Agreement, provided that such activities do not materially interfere with the Services to be rendered to CWC hereunder. Contractor shall not, without CWC’s express prior written consent (which consent shall not be unreasonably withheld), engage in any activity competitive with or adverse to CWC’s interests, whether alone, as a partner, or as an officer, director, employee,

shareholder, member or owner of any other entity, or as a trustee, fiduciary, or other representative of any other activity.

(c) Not Exclusive; Conflicts of Interest. The parties acknowledge that this Agreement does not provide exclusive rights to either party in that CWC may engage other persons to provide similar Services to CWC and that Contractor may provide similar services to other clients whose interests are not in conflict with or adverse to CWC's interests. To assure the absence of any conflicting interests, in December of each year during the Term of this Agreement Contractor shall provide CWC with a complete listing of all of Contractor's clients for governmental affairs consulting-related services during the upcoming term of the Utah Legislature. Further, Contractor shall immediately notify CWC if Contractor becomes aware of any situation involving Contractor's services to another client which does or may constitute a conflict of interest with respect to Contractor's Services to CWC hereunder.

(d) No Conflicts; Due Authorization. Contractor represents and warrants as follows: (i) Contractor is not bound by, and will not enter into, any oral or written agreement with any third party that conflicts in any way with Contractor's obligations under this Agreement or any agreement made or to be made in connection herewith; (ii) Contractor has full power and authority to enter into this Agreement and perform its duties and obligations hereunder, and there is no additional consent, approval or action of Contractor required to authorize or ratify this Agreement; (iii) the person signing this Agreement on behalf of Contractor has authority to sign this Agreement on behalf of Contractor; and (iv) Contractor's agreements and full performance under this Agreement do not require the consent or approval of any third party.

3. Focus Areas. Contractor's Services on behalf of CWC shall be directed by CWC's Board and Executive Director. Contractor's Services shall focus on such issues as may be designated by CWC from time to time. Contractor shall promptly notify CWC upon the occurrence of any material event affecting CWC's interests in the state of Utah.

4. Term. Subject to the provisions regarding termination set forth in section 8 below, Contractor's term of engagement hereunder shall commence on the Effective Date and shall terminate on 15 April 2020 (the "Term"). The Term of this Agreement may be extended for subsequent July 1-June 30 fiscal year periods upon the written consent of both CWC and Contractor.

5. Standards. Contractor shall perform Contractor's duties under this Agreement in accordance with (a) all legal requirements; (b) all applicable professional standards and practices; and (c) such other standards as may, from time to time, be applicable during the Term of this Agreement. Without limiting the generality of the foregoing statement, Contractor will be registered as a lobbyist of the state of Utah at any and all times that Contractor performs Utah state lobbying services for CWC.

6. Billings; Compensation. . Each month, Contractor shall provide to CWC a billing which describes Services performed on CWC's behalf during that month. Contractor's compensation shall be \$20,000. Contractor also shall be entitled to reimbursement of any actual, out-of-pocket costs necessarily advanced by Contractor in its performance of the Services in accordance with CWC's reimbursement policies. CWC represents to Contractor that (a) no fees, expenses or other amounts paid to Contractor in connection with this Agreement will be paid from

any federal or state appropriated funds, and that (b) certain costs incurred in connection with this Agreement may not be deductible business expenses under applicable federal or state law.

7. **Status.** In performing the Services, Contractor shall at all times be an independent contractor, and not an employee, of CWC. As an independent contractor, Contractor and its employees shall not be entitled to any benefits or perquisites offered by CWC to its employees, such as insurance coverage, paid vacation, retirement plan funding, or any other items. Instead, Contractor's sole compensation for performance of the Services shall be the compensation and costs reimbursement described in section 6 above. Nothing in this Agreement shall be construed as creating the relationship of employer and employee, partner, agent, joint venturer, or representative between the CWC and Contractor or any of Contractor's employees, affiliates or third party independent contractors. In performing Services under this Agreement, Contractor shall comply with all applicable laws, ordinances, codes and regulations.

8. **Termination.** This Agreement shall be terminated upon expiration of its Term under Section 4, above, or upon the happening of any of the following events:

(a) **For Cause.** For cause upon ten days' prior written notice and opportunity to cure by the terminating party where the other party has materially breached any provision of this Agreement or violated any statutory or common law duty or obligation to the terminating party, including, without limitation, Contractor's failure to perform any of Contractor's obligations hereunder to CWC's reasonable satisfaction at any time;

(b) **Without Cause.** Without cause at any time upon at least 30 days' prior written notice by a party to the other;

(c) **Mutual Consent.** Whenever CWC and Contractor mutually agree in writing to terminate this Agreement;

(d) **Death.** Upon Contractor's death;

(e) **Conduct.** If Contractor engages in any fraudulent or dishonest conduct of any type whatsoever, or if CWC reasonably determines (in view of prevailing community standards in Salt Lake County, Utah that Contractor has engaged in personal conduct which would injure the reputation of CWC or otherwise adversely affect CWC's interests if Contractor were retained as an independent contractor of CWC;

(f) **Conflict of Interest.** Immediately upon written notice to Contractor if CWC reasonably determines that Contractor is experiencing a conflict of interest between Contractor's duties to CWC hereunder and Contractor's representation of another client; or

(g) **Bankruptcy or Insolvency.** Immediately upon written notice by a party if the other party (i) is or becomes insolvent; (ii) is or becomes the subject of a voluntary or involuntary petition in bankruptcy which is not dismissed within 60 days after filing; or (iii) ceases to pay its obligations or conduct business in the ordinary course.

9. **Rules, Regulations and Policies.** Contractor shall observe and comply with the rules and regulations of CWC as adopted by CWC respecting performance of the Services, and

shall carry out and to perform orders, directions and policies announced to Contractor by CWC from time to time, either orally or in writing.

10. **Nondisclosure of Confidential Information.** Contractor acknowledges that, as a result of its engagement by CWC, Contractor may be provided access to, and otherwise may have the opportunity to acquire and use, confidential information of a special and unique nature and value relating to CWC's affairs that is not known to the general public. Such information made known to or learned by Contractor as a result of Contractor's engagement hereunder shall be referred to herein as the "*Confidential Information.*"

As a material inducement to CWC to engage Contractor pursuant to this Agreement, Contractor covenants and agrees that Contractor shall not, at any time during or following the term of this Agreement, directly or indirectly divulge or disclose to any third party, for any purpose whatsoever, any of the Confidential Information which has been obtained by or disclosed to Contractor as a result of its engagement by CWC.

In the event of a breach or threatened breach by Contractor of any of the provisions of this section 10, CWC, in addition to and not in limitation of any other rights, remedies or damages available to CWC at law or in equity, shall be entitled to injunctive relief restraining and permanently prohibiting any such breach by Contractor or any other person or entity directly or indirectly acting for or with Contractor.

Upon termination or expiration of this Agreement: (a) Contractor shall not be entitled to keep, preserve, disclose, sell, or transfer any records, files, documents and information of any type which are particular to CWC; (b) any and all records, files, documents and information of all types prepared in connection with Contractor's engagement hereunder are and shall remain CWC's property, notwithstanding that such items may have been prepared, transcribed or generated by Contractor; and (c) Contractor shall promptly return to CWC (or at CWC's option and instruction, permanently destroy or erase) any Confidential Information or other CWC property that is in Contractor's possession, and Contractor will thereafter immediately certify in writing its compliance with the obligations set forth in this paragraph. Notwithstanding the termination or expiration of this Agreement, this section 10 shall survive.

11. **CWC's Assistance with Required Disclosures.** If Contractor becomes legally required to periodically file governmental disclosure forms bearing CWC's signature, CWC shall cooperate with Contractor's efforts to timely make such filings, including timely providing any required signatures of CWC. Further, if any entity other than CWC contributes over \$5,000 per quarter toward any lobbying services conducted by Contractor on behalf of CWC, then CWC shall provide full information concerning such entity within ten business days after the date of such contribution. CWC hereby discloses that (a) CWC is an interlocal entity comprised of Salt Lake County, Salt Lake City, Sandy City, the city of Cottonwood Heights, the Town of Alta, the city of Millcreek, Park City, and other local government units and political subdivisions of the state of Utah which hereafter may formally join CWC or be entitled to representation on the Board; and (b) such members of CWC have contributed, and likely will continue to contribute, funds to CWC in excess of \$5,000 per quarter each.

12. **Non-Solicitation of Employees.** Throughout the term of this Agreement and for six months thereafter, without Contractor's prior written consent CWC shall not hire or solicit for

hire as an employee or independent contractor any person currently employed by Contractor or engaged by Contractor to provide Services to CWC.

13. **General Provisions.** The following provisions are also an integral part of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

(f) **Entire Agreement; Amendments; Waivers.** This Agreement, including any exhibits hereto, sets forth the entire understanding and supersedes and merges all prior and contemporaneous agreements between the parties relating to the subject matter contained herein. Neither party shall be bound by any amendment or modification of this Agreement unless such amendment or modification is set forth in writing, refers to this Agreement, and is executed by a duly authorized representative of both parties. All waivers hereunder must be made in writing and shall be enforceable against the party who has executed such waiver. Any failure by either party at any time to require the other party's performance of any obligation under this Agreement shall not affect that party's right subsequently to require performance of that obligation by the other party. Any waiver of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach.

(g) **Time of Essence.** Time is the essence of this Agreement.

(h) **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(i) **Attorneys' Fees.** In the event any action or proceeding is brought by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(j) *Notice.* Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the parties at their respective addresses set forth above or to such other address(es) as a party may specify to the other in writing at any time during the term of this Agreement.

(k) *Assignment.* Contractor may not assign its rights or delegate its duties hereunder to any third party without CWC's prior written consent, which CWC may withhold in its sole, unfettered, discretion.

(l) *Governing Law; Jurisdiction.* This Agreement shall be governed by and construed in accordance with the laws of Utah without giving effect to any choice or conflict of law provision or rule (whether of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than of Utah. To the extent permitted by law, each of the parties hereby irrevocably submits to the jurisdiction of any Utah state court or United States federal court, in either case sitting in Salt Lake County, Utah over any suit, action or other proceeding brought by any party arising out of or relating to this Agreement, and each of the parties irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such courts.

DATED as of the Effective Date.

CWC:

ATTEST:

CENTRAL WASATCH COMMISSION,
a Utah interlocal entity

By: _____
Christopher F. Robinson, Secretary

By: _____
Chris McCandless, Chairman

CONTRACTOR:

Casey Hill
Email: casey@redhillstrategic.com
Telephone: 801.634.6564

Exhibit to Independent Contractor Agreement

(Description of Services)

Under the terms of this Agreement, Contractor will provide to CWC the following Services:

- (1) Provide analysis and advice on advancing the Central Wasatch National Conservation and Recreation Area Act (CWNCRA) and any Utah state legislation, as directed by CWC.
- (2) Assist in developing and implementing a Utah state legislative and executive strategy to garner support for the CWNCRA and to get any Utah state legislation sponsored, proposed or supported by CWC passed by the Utah Legislature and signed into law on behalf of and as directed by CWC.
- (3) Identify and assist in outreach and communicate with key state government personnel to advance the CWC's agenda.
- (4) Work with CWC to formulate a Utah state lobbying strategy.
- (5) Monitor and advocate CWC's position on proposed and pending legislation or amendments to legislation as requested by CWC or as reasonably deemed appropriate by Contractor.
- (6) Attend all relevant meetings and sessions of the Utah Legislature, or committees or other groups thereof, during the year.
- (7) Provide monthly updates to CWC of the status of the Services to be performed under this Agreement.
- (8) When reasonably requested, attend and report at CWC Board meetings.
- (9) Submit all reports required by federal or Utah state law.
- (10) Perform such additional similar services as CWC may from time to time reasonably designate.