

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is made and entered into effective as of the ___ day of _January_, 2022 (the “Effective Date”) by and between The City of Moab (the “Client”) and Red Hill Strategic, Inc., (“Red 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, Red Hill and THE CITY OF MOAB hereby mutually agree as set forth below.

1. Consulting Arrangement. The City of Moab agrees to retain Red Hill as a consultant, and Red Hill hereby agrees to provide consulting services to THE CITY OF MOAB on the terms and conditions set forth herein.

2. Term. Red Hill shall be engaged by THE CITY OF MOAB as a consultant beginning January 12, 2022 and renewing annually each year on November 1, or until THE CITY OF MOAB or Red Hill terminates the engagement in accordance with Section 8 (the “Term”).

3. Consultant Duties. Red Hill shall perform the following services as requested by THE CITY OF MOAB:

- a. Provide political and regulatory insight and strategy on all projects where such services are requested. It is expected that this work will include regular consultation and meetings with the elected leaders and internal staff of THE CITY OF MOAB.
- b. Provide representation on behalf of The City of Moab to rulemakers, regulators, legislative staff, legislators, governor’s staff, executive branch directors, governor, lobbyists, business leaders and the general public regarding the goals and priorities of THE CITY OF MOAB.
- c. Under direction of the Mayor and City Council work to achieve legislative solutions agreeable to THE CITY OF MOAB.

4. Relationship. The parties understand and agree that Red 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 MOAB. Neither THE CITY OF MOAB nor Red Hill shall hold Red Hill out to any third party as a partner, joint venturer, or employee of THE CITY OF MOAB. The services provided by Red Hill to THE CITY OF MOAB are not exclusive and the Parties agree that Red Hill may provide the same or similar consulting services to other individuals, companies, or entities, without limitation, except as provided for in Section 9, below.

5. Cooperation. Red Hill will perform the services under this Agreement in a professional and workmanlike manner with skill and diligence. Casey Hill will personally perform the services contemplated in this agreement but may use the assistance of others in his employ as appropriate. THE CITY OF MOAB will provide access to its information and property as it determines is reasonably required in order to permit Red Hill to perform Red Hill's obligations hereunder.

6. Compensation. In consideration for services rendered to THE CITY OF MOAB as provided herein, THE CITY OF MOAB will pay Red Hill \$40,000.00, payable in two payments, one payment due in January 2022 for \$20,000 upon receipt of an invoice from Red Hill and one payment due in June 2022 for \$20,000. Red Hill's compensation will not be subject to withholding for federal income taxes, FICA, FUTA and other amounts. Red Hill will be responsible for all taxes owed governmental authorities.

7. Expenses. It is understood that no expense reimbursement will be available for Red Hill for the duration of this contract.

8. Termination. Red Hill's services hereunder shall be "at will," and may be terminated by THE CITY OF MOAB at any time, with or without cause, upon ninety (90) days written notice to the other party.

9. Conflicts of Interest. Although the relationship established by this Agreement is non-exclusive, during the Term, Red Hill will not take on a similar advisory or consulting project or services that would constitute a "conflict of interest" under Utah Code Ann. § 36-11-306. If either party believes there is a conflict of interest, they shall work together in good faith to resolve the matter.

10. Confidential Information. To protect THE CITY OF MOAB' Confidential Information and business, Red Hill agrees that it will not, at any time during the term of this Agreement or for a period of two (2) years after ceasing to provide 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 MOAB. As used in this Agreement, the term "Confidential Information" means all tangible and intangible non-public information regarding THE CITY OF MOAB or its operations and that is specifically identified by THE CITY OF MOAB to Red Hill as confidential or proprietary.

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

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

13. 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 Mr. Hill and THE CITY OF MOAB Mayor, whether or not a claimed modification is supported by separate consideration. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time. The rights and obligations of THE CITY OF MOAB under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of THE CITY OF MOAB.

14. 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 U.S. Mail or electronic mail as follows:

CITY of MOAB
Mayor Joette Langianese
217 E Center Street
Moab, UT 84532
Mayor@moabcity.org

Red Hill Strategic, Inc.
J. Casey Hill
304 South Maryfield Dr.
Salt Lake City, Utah
84108
casey@redhillstrategic.com

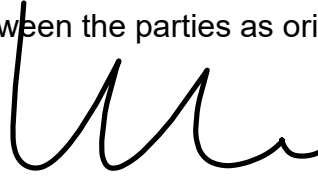
15. Governing Law and Mandatory Venue. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto, shall be governed, construed, and interpreted in accordance with the laws of the State 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.

16. Assignment. Red Hill may assign the rights and obligations of this Agreement with the written consent of THE CITY OF MOAB, which will not be unreasonably withheld.

17. 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.

DATED: __ 10/21/2021 __



Casey Hill

Red Hill Strategic, Inc.

THE CITY OF MOAB

DATED: _____

Joette Langianese, Mayor, City of Moab ____