

RESOLUTION NO. R-5-2026

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH HEMMCO CONSULTING FOR LOBBYING SERVICES

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with Hemmco Consulting for Lobbying Services as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The professional services agreement with Hemmco Consulting approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of February, 2026.

EAGLE MOUNTAIN CITY, UTAH



Jared Gray, Mayor

ATTEST:



Lacie Messerly
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 17th day of February, 2026.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Zachory Huish	<input type="checkbox"/> Zachory Huish	<input type="checkbox"/> Zachory Huish	<input type="checkbox"/> Zachory Huish
<input checked="" type="checkbox"/> Craig Whiting	<input type="checkbox"/> Craig Whiting	<input type="checkbox"/> Craig Whiting	<input type="checkbox"/> Craig Whiting
<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright



Lacie Messerly
Lacie Messerly
City Recorder

Exhibit A

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is entered into effective February 1, 2026, by and between Eagle Mountain City, located at 1650 Stagecoach Run, Eagle Mountain, UT 84005 ("Client"), and Hemm Co., located at 1115 E 965 N, Orem, UT 84097 ("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, direction, general consulting, government relations, and lobbying services on state and local government relations matters, appropriations funding, policy issues, and general advocacy efforts for Client with the Utah Legislature, Utah state agencies, political subdivisions, independent entities, and related bodies ("Services").

Some Services may constitute "Lobbying" as defined in Utah Code § 36-11-102, including communicating with public officials for the purpose of influencing legislative action, executive action, local action, or education action. Client may request annually that Consultant determine and report the approximate percentage of Services that constitute Lobbying.

Consultant will perform the Services in a professional manner and with skill and diligence. Consultant agrees that it will comply with all governmental laws and regulations in the performance of Services under this Agreement and will indemnify and hold harmless Client and its employees, representatives, and agents from any third-party claims, suits, or other actions arising from Consultant's violation of any such laws and regulations.

All work product created for Client shall be considered a "work made for hire" that is owned by Client. Consultant hereby irrevocably assigns and transfers to Client without limitation all right, title, and interest in the work product created for Client.

II. Term

This Agreement shall commence on February 1, 2026, and shall expire on January 31, 2027. Consultant's services are provided "at will" and may be terminated by Client at any time, with or without cause, upon thirty (30) days written notice to Consultant.

III. Consideration

For Services performed under this Agreement, Client agrees to pay the Consultant an annual fee in the amount of \$40,000, billed in equal monthly amounts. 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 (email is sufficient) 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 utmost ability to ensure that Client is represented adequately and without conflict of interest. Consultant will not take on a project, services, or a client that would constitute a conflict of interest under Utah Code Ann. 36-11-306 without clearing the perceived conflict with Client.

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 will register with the State Legislature and all other branches of the State government necessary to legally represent Client's interest in the State.

Consultant agrees to provide regular reports to the Client's elected body on an agreed-upon cadence. During the legislative session, Consultant shall provide reports at least 2 times per month. Reports may include presentations to the elected body during regularly scheduled meetings, written reports, and other ad hoc reporting as necessary.

VI. Conflict of Interest and Confidentiality

Consultant agrees that, except as expressly allowed herein or consented to in writing by Client, he 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 protects his own Confidential Information, and shall similarly bind his 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 on an issue that would be in conflict with the best interest of the Client, without approval of the Client. It is understood that the consultant has other clients working to receive funding from the state of Utah. Representing other clients for funding is not considered a conflict of interest.

VIII. Assignment

The Services to be performed by consultant hereunder are personal in nature, and Client has engaged Consultant because 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. Client is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63G-7-101, et seq.*) (the "**Immunity Act**"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does Client waive any limits of liability provided by the Immunity Act or any other provisions of Utah law. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. The provisions may be waived only in writing and signed by the party intended to be benefited by the provisions being waived. This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

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

CONSULTANT

Hemm Co.

By: _____
Dan Hemmert, President

CLIENT

Eagle Mountain City

By: _____
Name: Jared Gray
Title: Mayor

CONSULTANT

Hemm Co.

By: Dan Hemmert
Dan Hemmert, President

CLIENT

By: _____
Name: _____
Title: _____

Audit trail

Details

FILE NAME	2026-11 - Consulting Agreement with Hemm Co - 2/19/26, 10:48 AM.pdf
STATUS	● Signed
STATUS TIMESTAMP	2026/02/19 17:49 UTC

Activity

 SENT	morgan@hemmco.com sent a signature request to: <ul style="list-style-type: none">• Dan Hemmert (dan@hemmco.com)	2026/02/19 17:48:36 UTC
 SIGNED	Signed by Dan Hemmert (dan@hemmco.com)	2026/02/19 17:49 UTC
 COMPLETED	This document has been signed by all signers and is complete	2026/02/19 17:49 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.