

RESOLUTION NO. R-07-2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH THINK UTAH CONSULTING, LLC
FOR LOBBYING SERVICES RELATED TO ELECTRICAL POWER AVAILABILITY
AND GENERATION FOR EAGLE MOUNTAIN CITY,
AND OTHER TASKS AS DIRECTED**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with Think Utah Consulting, LLC for Energy-Related Lobbyist work and other tasks as directed 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 Jake Anderegg 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 21st day of January , 2025.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Gina L. Olsen, CMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 21st day of January, 2025.

Those voting yes:

☒ Donna Burnham

☒ Melissa Clark

☒ Jared Gray

☒ Rich Wood

☒ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright




Gina L. Olsen, CMC
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY CONTRACT FOR SERVICES

This contract and all attachments are public record.

1. **CONTRACTING PARTIES:** This contract is between Eagle Mountain City and the following

Contractor:

THINK UTAH CONSULTING, LLC

LEGAL STATUS OF CONTRACTOR

Name

☐ Sole Proprietor

P.O. Box 934

☐ Non-profit Corporation

Address

☒ For-profit Corporation

Lehi, UT 84043

☐ Partnership

City, State ZIP

☐ Government Agency

Contact Name: Jake Anderegg

Phone Number: 801-864-0790

Email: Jake@thinkut.com

Vendor Number: 6022891

2. **GENERAL PURPOSE OF CONTRACT OR PROJECT NAME:**

Lobbying Services related to electrical power availability and generation, and other tasks

3. **CONTRACT PERIOD:**

Effective Date: 01/21/2025

Project Completion Deadline: 01/20/2026

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): 01/20/2026

Renewal Options (if applicable):

Eagle Mountain City Project Manager Signature: Benjamin A. Reeves

Digitally signed by Benjamin A. Reeves
Date: 2025.01.27 19:55:34 -07'00'

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B).

a. Total Contract Cost: \$60,000 GL Account No: 10-11-41100-4531

b. Is this project a budgeted project: ☐ Yes ☐ No Is this a fixed-price contract: ☒ Yes ☐ No

c. Does the contract need City Council approval: ☒ Yes ☐ No Date of CC approval: 01/21/2025

Eagle Mountain City Purchasing Agent Signature: Melissa Yates

Digitally signed by Melissa Yates
Date: 2025.01.28 10:43:43 -07'00'

5. **ATTACHMENT A:** Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

**ANY CONFLICTS BETWEEN ATTACHMENT A AND THE OTHER ATTACHMENTS WILL BE
RESOLVED IN FAVOR OF ATTACHMENT A.**

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this 21 day of January, 2025.



EAGLE MOUNTAIN CITY



Signature

Print Name: Tom Westmoreland

Title: Mayor

ATTEST:

APPROVED AS TO FORM



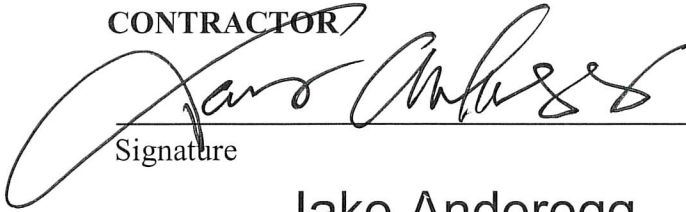
Gina L. Olsen, CMC
City Recorder



Marcus Draper
City Attorney

Dated this 21 day of January, 2025.

CONTRACTOR


Signature

Print Name: Jake Anderegg

Title: Lobbyist / President

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for engineering services (including professional services) meaning the furnishing of labor, time, or effort by a Consultant.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

- a) “**Confidential Information**” means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) “**Contract**” means the Contract including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
- c) “**Consultant**” means the individual or entity delivering the Services identified in this Contract. The term “Consultant” shall include Consultant’s agents, officers, employees, and partners.
- d) “**Services**” means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- e) “**Proposal**” means Consultant’s response to Eagle Mountain’s Solicitation.
- f) “**Solicitation**” means the documents used by Eagle Mountain to obtain Consultant’s Proposal.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant’s performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**

- 1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- 2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- 3. Consultant’s failure to comply with this section will be considered a material breach of this Contract.

6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.

7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant herein

shall be the total compensation payable hereunder by Eagle Mountain.

8. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be covered by insurance. Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the Eagle Mountain, before Consultant begins work under this Contract. The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this Contract or as changed by contract modification are completed and accepted by Eagle Mountain:
- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
 - (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
 - (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
 - (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
 - (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
 - (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including:
- (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin;
 - (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex;
 - (iii) 45 CFR 90, which prohibits discrimination on the basis of age;
 - (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and
 - (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace.
- Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

If applicable, Consultant shall comply with the following: (1) Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds; (2) all applicable requirements of 49 CFR Part 26 (2016) in the award and administration of

federal-aid contracts; and (3) all regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.
12. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request

Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals.
19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
23. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.
- Consultant shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Consultant shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Consultant or anyone for whom the Consultant is liable.
- Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.
33. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.

34. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE



CONFIDENTIAL

PROPOSAL FOR LOBBYING SERVICES

FOR

EAGLE MOUNTAIN CITY

FROM

THINK UTAH CONSULTING, LLC

December 16th, 2024

Introduction – Who We Are

Think Utah Consulting, LLC (hereinafter **Think Utah**) is a full-service lobbying firm whose partners and associates have over a decade of State and Federal government relations, policy, and appropriations experience, with the personal and professional relationships to help get projects completed.

We specialize in maintaining and developing the best of relationships with the appropriations and policy decision makers across all levels of government. We do this to ensure that when we need to reach out and share our clients' needs and positions, we can access the right people, at the right time, and educate them on our issues and needs. We work to influence and persuade policy makers to support our clients' positions with fidelity.

We value honesty, integrity, diligence, hard work and trust. We strive to implement these values in all our efforts, communications and interactions.

Our Team: Background – Experience - Qualifications

Think Utah is made up of a group of highly dedicated professionals that have joined forces to work to improve the State of Utah and to create the best possible outcomes for our clients. Established in 2022, **Think Utah** works to service our clients' needs while ensuring that Utah remains the best place to work, recreate, and raise families.

The following is a list of our partners and associates that will be utilized in the fulfillment of this contract.

Jake Anderegg, Principal Partner (resume included) is a native Utahan with deep roots. He graduated from Westminster College with a Master of Business Administration and Brigham Young University with a bachelor's in economics. He is a people person having worked in sales and business development in various roles for almost 30 years. He recently retired from serving as a Senator in the Utah State Senate after 11 years of legislative service.

During his legislative service, he worked on transportation funding as his primary legislative focus, having represented one of the fastest growing areas in the country (Lehi/Point of the Mountain area). He is committed to develop renewable and sustainable infrastructure to help meet the transportation needs of the next generations.

He was instrumental in recruiting Stadler Rail, a European commuter rail car manufacturer from Switzerland, to locate their US manufacturing operations in the State of Utah in 2016, and helped push the State of Utah toward cleaner, renewable transit options. He was gratified to see that Stadler Rail recently signed an agreement with the Utah Transit

Authority to replace their diesel rail cars with new, locally manufactured, lighter weight, sustainable, electrical hybrid rail cars from Stadler.

Prior to his legislative experience, Jake worked as the Norther Utah Director for United States Senator Mike Lee where he cultivated relationships across the United States Congressional landscape, as well as throughout many Federal Executive Branch agencies. Additionally, he established a great working relationship with many local County Commissioners, City Mayors, City Councils, Municipal Business and City Managers.

Robert Axson, Principal Partner (resume included) is a Utah native with years of strong entrepreneurial and innovative leadership focused on political collaboration and policy results. In addition to extensive political and campaign experience assisting dozens of candidates and campaigns, Robert spent over thirteen years working for Senator Mike Lee of Utah.

Over his time working in the Senate, Robert built legislative success and expertise as a Legislative Assistant in Washington DC focused on infrastructure, tech, energy, land, commerce, and government regulation. He later returned to Utah and served as the State Director for Senator Lee, managing multiple offices and a large staff where he built meaningful relationships and successful initiatives throughout all of Utah's 29 counties and across the State's diverse industries.

On behalf of his clients, Robert brings a deep network of relationships, experience and expertise to the partnership and delivers strong results in strategic planning, business development, lobbying and government affairs. His professional focus has been toward the promotion of connected communities, family-oriented initiatives encouraging opportunity and economic mobility, the protection of individual rights and the advancement of free-market foundations.

Thomas Young, PhD, Associate Lobbyist & Economist (resume included) is an economic adviser. Over the past decade, he led much of the economic work of the Utah Legislature, including tax reform, budget stress testing, revenue forecasting, evaluation of economic development incentives, public education forecasting, prison relocation cost analysis and transportation funding forecasting. He has presented at numerous national and local conferences, including the National Conference of State Legislatures, the Regional Economic Models Incorporated Annual Conference and the Federation for Tax Administrators, among others. Past awards include (in conjunction with colleagues) the 2018 New York Times ranking of fourth most accurate presidential primary polling results, the 2016 Bloomberg Politics award for the most accurate Presidential Primary polls, and part of the team voted as Top 5 Economists among EB-5 experts.

Thomas takes an eclectic approach to economics, public policy, and the world at large, drawing on his experience in economics, physics, politics, investing and modeling to

develop options for clients that consider all the potential impacts of whatever the subject is at hand.

He holds a Ph.D. in business economics with fields in finance, econometrics, and industrial organization (antitrust). He is a licensed appraiser, a certified arbitrator with FINRA, and a certified tax professional. He is a member of the American Economic Association, the National Association for Forensic Economics, the National Association for Business Economics, the American Finance Association, the Econometrics Society, and the International Association of Assessing Officers.

Tyler Durfee, Associate Lobbyist (resume included) is a policy analyst and grant manager with a focus on housing policy, community development, and disaster resilience. He has experience with project management, branding, public engagement, data analysis, grant writing, grant management, software integration, regulatory compliance, political strategy, and policy research.

Tyler takes a systematic and data-driven approach to solving problems in the public and private sectors. He assesses organizational culture and adjusts the work environment and believes organizations thrive when their people thrive. He develops key metrics and automates data processes because data reveals hidden problems and informs the strongest solutions. He facilitates effective customer engagement and public outreach knowing if you focus first on your customers or constituents, then the rest will fall in place. Throughout the process, Tyler values transparency as problems are never resolved when they are hidden. That's true for both governments and businesses.

Tyler has 7 years of experience in local government, working at the state, county and municipal levels, and 9 years of experience managing teams in both the public and private sectors. He holds a B.A. in political science from Brigham Young University with an emphasis on political strategy.

Tyler has managed \$65.6 million dollars in grant funding, including funding from the U.S. Department of Housing and Urban Development (CDBG, ESG, HOME, HOPWA, and the CV variants), U.S. Treasury (ERAP, ARPA), and Federal Emergency Management Agency (Pre-Disaster Mitigation). He has also managed coordination with 69 local partners to implement 196 projects, serving over 98,700 residents.

Tyler has presented at conferences for the National Community Development Association on improving grants management processes and integrating data into risk assessment models. He also co-leads a local digital inclusion task group.

Our Approach – How Work Will Be Accomplished

At **Think Utah**, our partners and associates have technical expertise in both State and Federal appropriations and policy making, economic forecasting, tax increment financing,

land use authority, transportation funding, water policy, infrastructure development and financing, and grant writing.

Former Senator Jake Anderegg is focused on the State government relations efforts. He has long established friendships with all members of the legislature and with the Governor and executive branch. He knows intimately the legislative process and the nuance of back channeling. He has close relationships with many members of the majority and minority parties, the Executive Appropriations Committee, and the legislative membership at large. He knows how to obtain funding, having navigated the legislative process for more than a decade.

Robert Axson is primarily focused on the Federal government relations efforts. As the former State Director for US Senator Mike Lee, he established many close relationships with members of Congress, and especially with the Utah Congressional Delegation. Additionally, he has worked with many Federal Agency Departments and has well established relationships and back channels with Deputy Directors and Department Heads. He is well positioned to help any client maneuver through the Federal appropriations and policy process.

Year-Round Approach

At **Think Utah**, we employ a 12-month, year-round outreach effort and approach to ensure effective government relations. This approach involves four primary phases and includes simultaneous efforts between outreach to the Executive and Legislative branches.

These phases include: 1. Game planning and Authorization; 2. Outreach and Obtaining Buy-in; 3. State Budgeting Inclusion; and 4. General Legislative Session Gameplan Implementation. Throughout implementation of these phases and efforts, we establish regular reporting meetings to provide feedback and accountability.

1. Game planning & Authorization Phase

The Utah General Legislative Session ends on the first Friday in March. Typically, we suggest utilizing the months of March and April to meet with our clients and assess the outcomes of the previous legislative session and develop a gameplan for our efforts over the next 10 months leading up to the next general legislative session.

Once we develop a gameplan for the next 12 months of government outreach effort, we submit the plan to Eagle Mountain City management for approval. We can modify the plan at any time, but we strive to have a plan in place prior to outreach efforts to ensure the direction to be executed and to achieve the highest potential for success.

2. Outreach & Obtaining Buy-in Phase

Once a gameplan is authorized, we begin arranging our meetings with House and Senate leadership and with the Executive Appropriations Committee members. The months of May through August are where most big-ticket appropriations items are identified and planned for heading into the budget planning months.

We employ a dual track of outreach to the legislative leaders and the executive branch. The legislature controls the budget, but we also strive to receive approval from the executive branch and work to have our items included in the Governor's budget. Being included in the Governor's budget is helpful, but not necessary. The higher priority is to have legislative buy-in.

3. State Budgeting Inclusion Phase

The Executive Branch departments generally have a deadline of the end of October for submitting their department's budget to the Governor's office of Planning and Budget. Once the GOPB receives each departments budget they work between October and December to formulate the Governor's Budget. The budget is usually announced and made public by the end of December or the first or second week of January.

We will use the months of September through the first part of January to work with Legislative Leadership and the Executive Appropriations Committee to secure support to have our items included in the legislative budget. EAC meets in mid-December or the first part of January to finalize their priorities and to authorize the Fiscal office of the legislature to prepare the base budgets.

4. General Legislative Session Implementation Phase

The General Legislative Session runs for 45 calendar days, starting from the Tuesday after Martin Luther King Day and running until the first Friday in March. During that time, base budgets are reviewed and approved by day 4 and appropriations subcommittees run the first four weeks of the seven-week session. On or about the 17th of February, the legislature receives the final number projections from the Tax Commission and the Legislature learns if the projections in December are accurate and whether there is a deficit or surplus of funding.

Once the final numbers are verified, the final three weeks of the session are when the real negotiations take place, and the final budget is authorized. It is during these final three weeks that we will need to solidify the support from legislative leadership and work with the Fiscal Analysis office to ensure any appropriation we are seeking is funded in the final budget bill of the session.

We will develop a detailed session plan and work to monitor our items progress, evaluate any other bills that potentially will affect Eagle Mountain City, and work to maneuver the bills to an acceptable outcome.

Annual Lobbying Costs Estimate

Monthly Lobbying Retainer Fee

We charge a monthly retainer for general lobbying services in the amount of five thousand dollars (\$5,000.00) each month, or a total of sixty thousand dollars (\$60,000.00) for each year.

For this monthly retainer, Eagle Mountain City will receive the following general lobbying services:

1. Full representation before the Utah Legislature, the Utah Governor's Office, and other state and federal agencies.
2. Full support with all legislative objectives during each Legislative Session and interim periods.
3. Work to obtain additional appropriations funding for capital projects, if any.
4. Full monitoring and identifying of legislation and appropriations that has the potential to effect Eagle Mountain City or its constituents.
5. Maintain and facilitate personal relationships with public officials and help Eagle Mountain City form relationships with legislators and other key public officials.
6. Proactively identify opportunities to advance Eagle Mountain City's objectives.
7. Provide legislative consulting services and strategic advice related to regional transit and transportation funding, policy, projects, programs and priorities.
8. Assist coordination between Eagle Mountain City, Utah Transit Authority and Utah Department Of Transportation on advancing transportation objectives and goals.
9. Assist coordination between Eagle Mountain City, Central Utah Water Conservation District, the States Water Engineer and the Division of Water Quality on advancing water infrastructure and policy objectives and goals.
10. Assist coordination between Eagle Mountain City, the Utah Inland Port Authority, the Governor's Office of Economic Opportunity, and World Trade Center Utah on advancing economic development objectives and goals.
11. Assist coordination between Eagle Mountain City, Rocky Mountain Power, Pacific Corp and the Governor's Office of Energy Development on advancing the power infrastructure capacity and availability needs for the advancing the City's energy development objectives and goals.
12. Assist coordination between Eagle Mountain City, Alpine School District, the Town of Fairview, the City of Cedar Fort and the City of Saratoga Springs on advancing the formation of a new school district for the City that are in harmony with the objectives and goals.
13. Serve as Eagle Mountain City's eyes and ears at the State Capitol and work with Eagle Mountain City to address these concerns and issues.

14. Function in a manner that appropriately reflects Eagle Mountain City and conform to all applicable laws, rules and regulations regarding lobbying activities, use of public funds, open meetings, transparency of information and government ethics.
15. In coordination and direction from Eagle Mountain City, develop an annual lobbying gameplan.
16. Provide frequent reports on efforts and outcomes. Frequency as determined by the board.

Grant Writing Services Fee (Optional)

Should you desire or require grant research and writing services, which can be added to the agreement at any time, we charge separately for these services as follows:

Grant Researching Services Fee: This service includes ongoing searching for available grants and the research preparation for each specific grant. This fee is an additional two thousand dollars (\$2,000.00) per month.

Specific Grant Writing Services Fee: This service is charged at an hourly rate of one hundred fifty dollars (\$150.00) per hour for the duration of the grant writing, application preparation, submission and monitoring of the grant. These fees would be in addition to the researching fee above.

Economic Forecasting & Financial Modeling Fee (Optional)

Should you desire or require economic and demographic forecasting, financial modeling, fee assessment analysis, and tax increment financing services, which services can be added to the agreement at any time, we charge separately for these services as follows:

Economic Forecasting & Financial Modeling Services Fee: These services are charged at an hourly rate of two hundred dollars (\$200.00) per hour.

References

Pursuant to your request, below are four current clients who have agreed to be contacted as references as part of this RFP fulfillment. If you should need any additional information, please do not hesitate to contact us. We will provide you any additional information you may need.

1. Utah County
100 Center Street
Provo, Utah 84606
Commissioner Amelia Powers-Gardner
(801) 367-9856 c

ameliap@utahcounty.gov

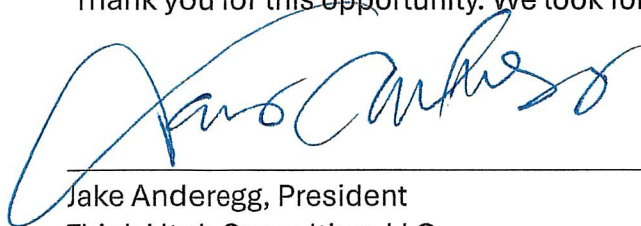
2. Kaleidoscope Media and Entertainment Corporation
15 North 100 East, Suite 200
Provo, Utah 84603
Adam Anderegg, President
(801) 836-5698 c
adam@kaleidoscopepictures.com
3. Utah Education and Outdoor Access Foundation, dba Access Utah
1131 East 965 North
Orem, Utah 84097
David Shallenburger, Executive Director
(801) 472-6510 c
kraldavid@gmail.com
4. International Business Relations Advisors, LLC
320 West 200 South, Suite 300
Salt Lake City, Utah 84104
JT Martin, Vice President
(801) 597-9529 c
jt@jtmdfg.com

Conclusion

At **Think Utah**, our partners and associates have the expertise to help our clients achieve their goals and objectives. We have a commitment to providing excellent service. We are dedicated to helping with growing pains throughout the State and we would love the opportunity to help Eagle Mountain City develop its transportation and water infrastructure, and the energy utilization that will meet the growth demands for generations to come.

We will listen, learn and develop a strategy to create the highest chance of success. Allow us to show you what we can do for Eagle Mountain City.

Thank you for this opportunity. We look forward to working with you.



Jake Anderegg, President
Think Utah Consulting, LLC
(801) 864-0790 c
jake@thinkut.com
www.thinkut.com

12-16-24

Date

ATTACHMENT C:

INSURANCE