

TOOELE CITY CORPORATION

RESOLUTION 2026-44

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A FIVE-YEAR GENERAL CONSULTING AGREEMENT WITH RICHEY, MAY & CO., LLP, CERTIFIED PUBLIC ACCOUNTANTS REGARDING THE CITY FINANCIAL STATEMENTS FOR FISCAL YEARS 2026 THROUGH 2030.

WHEREAS, Tooele City Charter Section 3-02 (Independent Auditor), as well as Utah Code Chapters 51-2a (Part 2) and 10-6, require Tooele City's finances to be audited annually by an independent and competent certified public accountant; and,

WHEREAS, the City has worked with Richey, May & Co., LLP (formerly known as WSRP, LLC), Certified Public Accountants and Business Advisors for several years in connection with the independent annual audit of Tooele City's accounts, and has found this firm to be thorough and accurate in its accounting practices and reports; and,

WHEREAS, under evolving public audit rules and procedures, annual audits will be performed by one audit firm, while general consulting and accounting services in support of the audits -- including preparation of the City's financial statements for FY26, FY27, FY28, FY29, and FY30 -- will be provided by another audit firm, giving separation and additional internal audit controls in the audit support and audit reporting functions; and,

WHEREAS, the City Administration recommends that the City approve a five-year General Consulting Agreement with Richey, May & Co., LLP, for FY26, FY27, FY28, FY29, and FY30, which will address general consulting and accounting services associated with the annual audits, separate from the annual audits themselves, as well as preparation of the financial statements for FY26, FY27, FY28, FY29, and FY30; and,

WHEREAS, the agreement with Richey, May & Co., LLP, is attached hereto as Exhibit A; and,

WHEREAS, the annual compensation payable to Richey, May & Co., LLP, under the General Consulting Agreement will range from year to year from \$46,500 to \$52,500, with an average annual rate of \$49,500;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Richey, May & Co., LLP, General Consulting Agreement, attached as Exhibit A, is hereby approved.

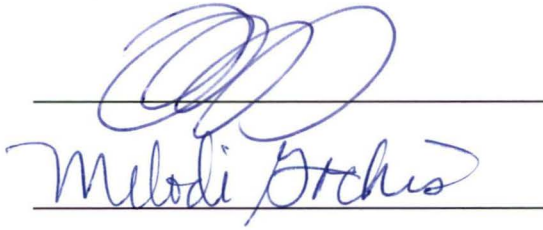
This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

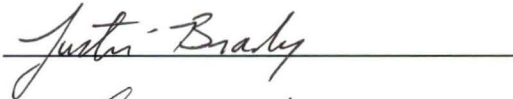
IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 15th day of July, 2026.

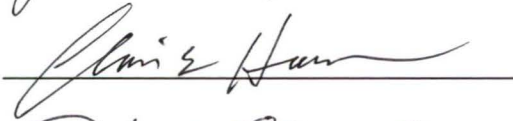
TOOELE CITY COUNCIL

(For)

(Against)


Melodi Archer


Justin Brady


Kevin Ham


KMG

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)



ATTEST:


Shilo Baker, City Recorder

SEAL



Approved as to Form:


Matthew C. Johnson, City Attorney

Exhibit A

Richey, May & Co., LLP
General Consulting Agreement

GENERAL CONSULTING AGREEMENT

Made Between Tooele City Corporation and Richey, May & Co., LLP

This consulting agreement ("Agreement") is entered into by and between Tooele City Corporation, a Utah Local Government ("Client") and Richey, May & Co., LLP, a Utah based CPA firm ("Consultant")

Recitals

WHEREAS, Consultant has experience in the field of Consulting and financial statement preparation as well as familiarity with the client's line of business; and

WHEREAS, Consultant is willing to be engaged by Client upon the terms and conditions herein contained; and

WHEREAS, a significant portion of Client's business and assets are comprised of Proprietary and Confidential information, as defined below, which Client wishes to preserve and protect;

NOW, THEREFORE, in consideration of the recitals, and of the terms, covenants, and conditions set forth herein, and for tother good ad valuable consideration, receipt of which is hereby acknowledged, Client and Consultant mutually agree as follows:

1. **Consulting Services.** Client hereby retains Consultant to render the following services to the Client for the fiscal years ended June 30, 2026, 2027, 2028, 2029 and 2030:
 - a. Consultant will prepare the year-end financial statements of Client and post the GASB 34 conversion entries, as well as update the MD&A, footnotes, and required supplemental information.
 - b. Consultant will prepare the schedules for cash and restricted cash, the PTIF funds, fixed assets, fire fighter valuation report, transfers to/from, due to/from, GASB 54 reconciliation and allocations, accrued interest, the summarization of budget to actual, and compensated absences.
 - c. Consultant will assist with the accounting treatment and recording of bonds, bond payments, bond defeasements, bond trust accounts, and amortization of defeased bonds.
 - d. Consultant will review the application of GASB 68 and 75 and will assist with the recording and updating retirement entries.
 - e. Consultant will update and record the leases. Consultant will assist the Client in setting up the lease schedules for new lease agreements entered into.

- f. Consultant will review the OPEB valuation performed and record the journal entries.
- g. Consultant will analyze new accounting pronouncements and assist in the implementation of any new and applicable standards.
- h. Consultant will reconcile the fixed assets by fund to the financial statements and post conversion entries as part of the GASB 34 procedures.
- i. Consultant will prepare other schedules and reconciliations as part of the financial statement preparation and make those available for audit.

The manner and means by which Consultant chooses to complete the services are in Consultant's sole discretion and control. Consultant's obligations shall be conditioned upon receiving such information and cooperation from Client as may be reasonably necessary to perform the services.

- 2. **Services NOT Performed by Consultant.** Although Consultant may comment upon Client's legal documents or other documentation in the course of performing the services hereunder, Client acknowledges that Consultant is not an attorney, nor is Consultant providing auditing services or opining on representations made in any financial statements. Client further acknowledges that Client should consult with its own legal advisors regarding any matters requiring legal advice.
- 3. **Relationship of Parties.** This agreement shall not constitute an employer-employee relationship, and it is the intent of each party that Consultant shall at all times be an independent contractor.
- 4. **Term.** The term of this Agreement shall commence on the date hereof and shall remain in effect for a period not to exceed five (5) years. The anticipated work is expected to begin in August and be completed during or before November each year.
- 5. **Compensation.** For services provided hereunder, Consultant's fee shall be as follows for each of the five years ended June 30:

Fiscal Year 2026	\$ 46,500
Fiscal Year 2027	48,000
Fiscal Year 2028	49,500
Fiscal Year 2029	51,000
Fiscal Year 2030	52,500

- 6. **Disclosure of Information.** Consultant agrees that at no time (either during or subsequent to the term of this Agreement) with Consultant disclose or use, except in pursuit of the business of Client, any Proprietary and Confidential Information of Client, acquired during the term of this Agreement. The term "Proprietary and Confidential Information" shall mean, but is not limited to, all information which is known or intended to be known only to Client, its component units and affiliates, and its employees, including any document, record, financial or other information of Client, or others in a confidential relationship with Client, and further relates to specific business matters such as the Client's financial information, identify of clients

and customers, policies and procedures, fee structures, trade secrets, proprietary know-how, account information, and other information relating to other business of Client, its component units and affiliates, and its employees. Consultant agrees not to remove from the premises of Client except as necessary for Consultant to perform services in accordance with the terms of this Agreement, any document, record or other information of Client or its component units and affiliates.

Consultant agrees to return or destroy, immediately upon termination of Consultant's services hereunder, any and all documentation relating to Proprietary and Confidential Information of Client and of others that is in the possession of Consultant, in whatever format it may be maintained, whether provided to, or developed by, Consultant, and to provide a certificate of destruction if required by Client.

Notwithstanding the foregoing, the restrictions contained in this Section 6 shall not apply to any Proprietary and Confidential Information that (i) is a matter of public knowledge or prior personal knowledge (from a source other than a party to this Agreement or its affiliate), (ii) is independently developed by a person not a party to this Agreement without the use, directly or indirectly of Proprietary and Confidential Information, or (iii) is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, prior to making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

7. **Remedies.** In addition to any other remedies, which Client may have by virtue of this Agreement, Consultant agrees that in the event that a breach of the confidentiality provisions of this Agreement occurs or is threatened, Client shall be entitled to obtain an injunction against Consultant from a court of competent jurisdiction to restrain any breach of confidentiality.
8. **Termination.** Either party may terminate this Agreement, with or without cause, upon thirty (30) days' advance written notice to the other, unless otherwise mutually agreed upon.
9. **Limitation of Liability to Client.** Notwithstanding any other provision of this Agreement, in no event shall Consultant be liable to Client for Client's lost profits, or special incidental, punitive or consequential damages (even if Consultant has been advised of the possibility of such damages). Furthermore, in no event shall Consultant's liability to Client under any circumstances exceed the amount of compensation actually received by Consultant from Client under this Agreement. Further, Consultant shall not be liable for delays or performance failures due to circumstances beyond Consultant's control.
10. **Indemnification of Consultant.** Client shall indemnify, defend and hold Consultant harmless from and against any and all third party claims, liability, suits, losses, damages, and judgments, joint or several, and shall pay all costs and expenses (including counsel's fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any

pending or threatened claim or any action or proceeding arising therefrom, that Consultant incurs as a result of having performed services on behalf of Client.

11. **Client's Representations.** Client represents that it has the full right and authority to enter into and perform this Agreement. The consummation of the Agreement and the transactions contemplated herein do not violate any outstanding assignments, grants, licenses, encumbrances, obligations, agreements or understanding between Client and any other person or entity. Client represents and warrants to Consultant that Client is able to timely pay Consultant all fees and expenses incurred in the performance of the services hereunder.
12. **Amendments.** This Agreement may be amended only in writing that is signed by both parties.
13. **Independent Consultant; No Agency.** The parties agree that at all times during the term of this Agreement, Consultant shall continue to be an independent Consultant, and is not authorized as, nor shall be deemed to be an employee, agent, partner, joint venturer, or representative of Client. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Consultant shall retain the right to perform services for other during the term of this Agreement.
14. **Miscellaneous.** No waiver by Client of any breach of this Agreement by Consultant shall be considered to be a waiver of any other breach. Should any litigation be commenced between Client and Consultant relating to any such breach, the prevailing party shall be entitled, in addition to such other relief as may be granted, reasonable costs and attorneys' fees relating to such litigation. If any term or provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.
15. **Leased Employees/Third-Party Service Providers.** In performing our consulting, we will lease professional and administrative staff, both of which are employed by RM Advisory LLC or its related entities. These individuals will be under the direct control and supervision of Richey, May & Co., LLP, which is solely responsible for the performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Richey, May & Co., LLP and RM Advisory LLC and its related entities have contractual agreements requiring confidential treatment of all client information.

We may, from time to time and depending on the circumstances, use other third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality

agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

16. **Confidentiality.** We will not disclose your confidential information to any third party without your consent, and we will use the same degree of care as we employ in maintaining in confidence our own confidential information of a similar nature, but in no event less than a reasonable degree of care. You hereby consent to us disclosing such information (i) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; (ii) to the extent such information (1) is or becomes publicly available other than as the result of a disclosure in breach hereof, (2) becomes available to us on a nonconfidential basis from a source that we believe is not prohibited from disclosing such information to us, (3) is already known by us without any obligation of confidentiality with respect thereto, or (4) is developed by us independently of any disclosures made to us hereunder; (iii) to RM Advisory LLC and affiliates of RM Advisory LLC; or (iv) to contractors (including third party services providers) providing administrative, infrastructure and other services to us and subcontractors performing Services under the Agreement (as described above), in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this paragraph.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of June 30, 2026.

CLIENT

Tooele City Corporation

Maresa Manzione, Mayor

Justin Brady, City Council Chairman

CONSULTANT

Richey, May & Co., LLP

Brandon R. Keyes, Partner