

**RESOLUTION NO. R-19 -2025**

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING  
A CONTRACT RENEWAL WITH EAGLE MOUNTAIN FARMERS MARKET, LLC FOR  
FARMERS MARKET MANAGEMENT SERVICES**

*PREAMBLE*

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a contract renewal with Eagle Mountain Farmers Market, LLC for Farmers Market Management 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 contract renewal with Eagle Mountain Farmers Market, LLC for Farmers Market Management Services is 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 4<sup>th</sup> day of March, 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 4<sup>th</sup> day of March, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<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"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input 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



  
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Gina L. Olsen, CMC  
City Recorder

# *Exhibit A*

## **FARMERS MARKET MANAGEMENT AGREEMENT**

This Agreement for Farmers Market Management (this "Agreement") is entered into as of the date first executed below between **Eagle Mountain Farmers Market, LLC, a Utah limited liability company**, with its principal place of business located at 8042 N. Cedar Dr., Eagle Mountain, UT 84005 ("**Independent Contractor**") and **EAGLE MOUNTAIN CITY**, a Utah municipal corporation with its principal place of business located at 1650 E. Stagecoach Run, Eagle Mountain, Utah 84005 ("**City**"). City and Independent Contractor may be individually referred to herein as a "Party" or collectively as the "Parties."

### **RECITALS**

This Agreement is entered by the Parties with respect to the following facts:

1. The City is desirous to have a farmers market as defined in Utah Code Section 4-5-102 within Eagle Mountain to promote the safety, health, prosperity, moral well-being, peace, order, comfort, and/or convenience of the inhabitants of the City.
2. In March 2022, City noticed a Request for Proposals to Provide Farmers Market Management (the "**RFP**") to manage and operate a farmers market at Cory Wride Memorial Park.
3. On or about March 9, 2022, Independent Contractor provided a response to the RFP (the "**Response**"). The City subsequently awarded the bid to Independent Contractor.
4. The Parties desire to enter into this Agreement to define the terms and conditions of Independent Contractor operating the Farmers Market.

### **AGREEMENT**

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

1. **Operation of Market.** Independent Contractor agrees to manage and operate a farmers market (the "**Market**") in Cory Wride Memorial Park (the "**Park**") each Saturday (except as altered below) from 9:00 a.m. to 1:00 p.m. beginning in June Saturday after Pony Express Days and continuing through either last Saturday in September or second Saturday in October (the "Services"). The City shall designate an area in the Park that is suitable for the Market and shall provide the use of the Park (including the parking lot, restrooms, and facilities) to Independent Contractor free of charge. If the City has other events at the Park that conflict with the Market, City shall attempt to provide, but is not required to provide, an alternative location at the Park, or

at another location close to the Park, for the Market. City shall notify Independent Contractor as soon as possible if Independent Contractor is required to move the location of the Market.

2. **Vendors.** Independent Contractor shall be responsible to organize all vendors for the Market. Independent Contractor shall be entitled to retain all the fees from vendors for Independent Contractor's services. Independent Contractor shall be entitled to charge vendors a one-time application fee, but Independent Contractor shall not change vendors booth fees without the written consent of the Economic Development Director of Eagle Mountain City. Independent Contractor shall provide, or require vendors to provide, garbage service and electricity sufficient for each vendor. Independent Contractor shall be responsible to assure that vendors comply with all other conditions as detailed in the Response, including, but not limited to, assuring that vendors comply with all Utah County Health Department and Utah State Department of Agriculture regulations.

3. **Marketing.** Independent Contractor shall be responsible for all advertising and marketing of the Market. Independent Contractor agrees that City may, in City's sole discretion, assist Independent Contractor in marketing the Market, and Independent Contractor hereby grants to City an irrevocable license to utilize any and all marketing material of Independent Contractor related to the Market. The Independent Contractor shall be exempt from the temporary sign application requirements of EMCC 17.80 through designation of the Market as a Community Event per 17.80.120(k) of the EMCC. The Independent Contractor shall limit advertising signage to no more than six signs to be located on City property within the bounds of EMCC 17.80.90(e). Locations must be approved by the Economic Development Director or designee.

4. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by Independent Contractor in a professional manner in compliance with all rules, regulations, and laws and applicable standards of performance, including, but not limited to, the status verification system requirements for contractors set forth in Utah Code Ann. § 63G-12-302. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Independent Contractor.

5. **Denial of Vendors.** The City reserves the right to deny an application and/or require a refund of a booth fee if the business's products or services are deemed by the City to not be appropriate for a family-friendly event. Vendors are not permitted to sell the following: weapons or ammunition, drugs or drug paraphernalia, alcohol, tobacco products, items depicting nudity or sexually explicit acts, adult products, items that include profanity, fireworks, or animals.

6. **Equipment and Facilities.** For purposes of performing the Services, Independent Contractor shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies necessary and incident to performing the Services. The Independent Contractor may request access to electricity from on-premises facilities for non-vendor needs. The City shall make available to the Independent Contractor replacement garbage bags to be used in the event park waste receptacles become full. Sandbags, to be used as temporary weights for tents, can also

be requested by the Independent Contractor, not to exceed twelve (12) per year. Independent Contractor shall not charge fees to vendors for use of electricity, garbage bags, or sandbags.

7. **Alcohol and Drug-free Workplace.** All personnel during such time that they provide Services shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Services. Further, all personnel during such time that they provide Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of Utah Code Ann. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle) or any measurable controlled substance in his body that would constitute a violation of Utah Code Ann. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).

8. **Disclosure of Records.** Independent Contractor agrees that at the request of City, Independent Contractor shall provide to City all financial records of Independent Contractor related to the Market.

9. **Public Information.** Independent Contractor understands and agrees that this Agreement and related documents, will be public records as provided in Utah Code Ann. § 63G-2-103.

10. **Indemnity.** Independent Contractor shall defend, indemnify, save, and hold harmless City, including its elected and appointed officials, employees, agents, and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from Independent Contractor providing the Services.

11. **Liability.** Independent Contractor shall, throughout the term hereof, at its own cost and expense, procure and maintain in full force and effect comprehensive public liability and property damage insurance insuring Independent Contractor, City, and their respective directors, officers, agents and employees against loss, damage or liability for personal injury, death or damage to property resulting from any cause whatsoever, including without limitation the acts and/or omissions of the insured parties incident to the use of or resulting from an occurrence on or about Cory Wride Memorial Park and grounds with minimum limits of liability of \$1,000,000 for personal injury to or death of one person, and \$2,000,000 for personal injury or death of two or more persons in each occurrence or event, and in a minimum amount of \$1,000,000 for damage to property resulting from each occurrence or event.

12. **Term.** This Agreement shall be effective as of the date hereof and shall terminate on **October 31, 2028**; provided, however, upon the written consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement may be renewed for successive one-year (1-year) terms. However, City may terminate this Agreement upon thirty (30) days written notice if, in the sole opinion of the City the consideration provided by the Parties is not of equal value.

13. **Assignment and Delegation.** Independent Contractor will not assign or delegate the performance of its duties under this Agreement without the prior written approval of City.

14. **Employment Status.**

a. **Official Status.** Independent Contractor shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of Independent Contractor and shall be considered to be independent contractors.

b. **Salary and Wages.** City shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Services hereunder.

c. **Employment Benefits.** All personnel providing Services hereunder are and shall remain employees of Independent Contractor. All personnel providing Services shall have no right to any City pension, civil service, or any other City benefits pursuant to this Agreement or otherwise.

15. **No Third-Party Beneficiaries.** This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries.

16. **Governmental Immunity.** The City 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 City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

17. **Termination.** In addition to the provisions in Section 13, City may terminate this Agreement if City, in City's sole discretion, determines that Independent Contractor has materially breached any provision of the Agreement, and Independent Contractor fails to cure such breach within seven (7) days written notice to Independent Contractor of such breach.

18. **No Waiver.** 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.

19. **Claims and Disputes.** Claims, disputes, and other issues between the parties arising out of or related to this Agreement, shall be decided by litigation in the Fourth Judicial District Court in and for Utah County, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, Independent Contractor shall continue to perform the Services during any such



litigation and City shall continue to make payments to Independent Contractor in accordance with the terms of this Agreement.

20. **Remedies.** Independent Contractor acknowledges and agrees that the Independent Contractor's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO INDEPENDENT CONTRACTOR, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

22. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah.

23. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement (including the RFP and Response) are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

24. **Conflicts of Interest.** Independent Contractor represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of City to secure favorable treatment with respect to being awarded this Agreement.

25. **Severability.** Except as specifically stated herein, any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

26. **Construction of Agreement.** This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed to have a drafter or be construed against a drafter.

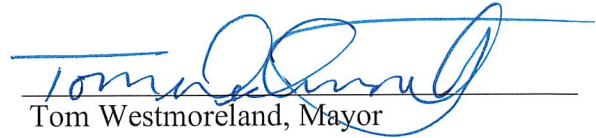
27. **Entire Agreement.** This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.



IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date written below.

Dated this 4 day of March, 2025.

EAGLE MOUNTAIN CITY

  
Tom Westmoreland, Mayor

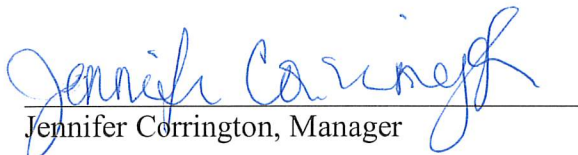
ATTEST:

  
Gina Olsen, City Recorder



  
Marcus Draper, City Attorney  
*Approved as to form*

**EAGLE MOUNTAIN FARMERS MARKET, LLC**

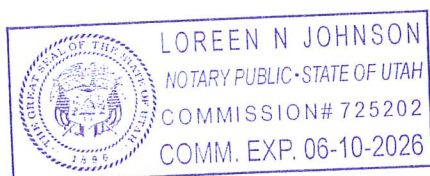
  
Jennifer Corrington, Manager

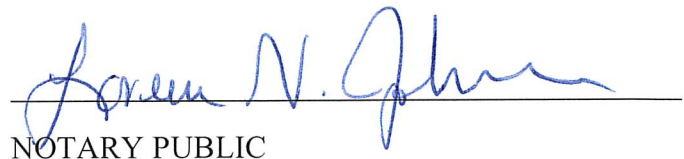
STATE OF UTAH )

:SS

COUNTY OF UTAH )

On the 11 day of March, 2025, personally appeared before me JENNIFER CORRINGTON duly sworn, did say that she is the Manager of **EAGLE MOUNTAIN FARMERS MARKET, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company in accordance with its operating agreement and signed in behalf of said company.



  
NOTARY PUBLIC