

RESOLUTION NO. R-21-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING
AN AGREEMENT WITH THE VALLEY CROSSROADS CHAMBER OF COMMERCE
FOR THE SHOPFEST™ UTAH EVENT

PREAMBLE

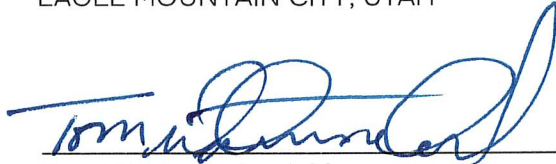
The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an agreement with the Valley Crossroads Chamber of Commerce for the ShopFest™ Utah event, as set forth in Exhibit A.

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:

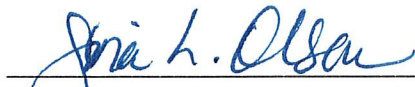
1. The agreement with the Valley Crossroads Chamber of Commerce for the ShopFest™ Utah event is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of March, 2025.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Gina L. Olsen, CMC
City Recorder

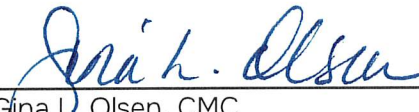


CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 18th day of March, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☒ Melissa Clark	☐ Melissa Clark
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright





Gina L. Olsen, CMC
City Recorder

Exhibit A

SHOPFEST UTAH AGREEMENT

This Agreement for the ShopFest Utah event (this "Agreement") is entered into the date first executed below between The Valley Crossroads Chamber of Commerce, a Utah nonprofit corporation with its principal place of business located at 3688 E Campus Dr #101, Eagle Mountain, UT 84005 (the "Chamber") and EAGLE MOUNTAIN CITY, a municipal corporation with its principal place of business located at 1650 E. Stagecoach Run, Eagle Mountain, Utah 84005 ("City"). City and the Chamber may be individually referred to herein as a "Party" or collectively as the "Parties."

RECITALS

1. The City boasts a substantial number of home-based businesses, and over time, some of these have blossomed into thriving enterprises. However, given the unique challenges posed by the City's distance from major transportation corridors like the I-15, the Parties recognize the need to enhance our support for small businesses.
2. The Parties desire to support and facilitate the growth of these local small businesses. The Chamber is agreeable to operate ShopFest Utah in Cory Wride Memorial Park to provide a forum for these local small businesses to showcase the goods and services that they provide.
3. The City has determined that providing a forum for ShopFest Utah and additional support to make the event successful will promote the safety, health, prosperity, moral well-being, peace, order, comfort, and/or convenience of the inhabitants of the City.
4. The Parties desire to enter into this Agreement to define the terms and conditions of the Chamber operating ShopFest Utah.

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 Event.** The Chamber agrees to manage and operate the ShopFest Utah event (the "Event") in Cory Wride Memorial Park (the "Park") on a date coordinated with the City, one day of each year (the "Services"). The City shall designate an area of the Park that is suitable for the Event and shall provide the use of the Park (including the parking lots, restrooms, and facilities) to the Chamber free of charge. The City agrees to not schedule other events or recreational activities on the agreed date, nor allow third-party actors to reserve spaces at Cory Wride Memorial park and adjacent sports fields on

the date. The City agrees to reserve the large pavilion and the festival field for use of the Chamber during the day of the event and the day prior to the event to accommodate for event preparation activities.

2. **Marketing.** The Chamber shall be responsible for all advertising and marketing of the Market. The Chamber agrees that City may, in City's sole discretion, assist the Chamber in marketing the Event, and the Chamber hereby grants to City an irrevocable license to utilize any and all marketing material of the Chamber related to the Event. The Chamber shall be exempt from the temporary sign application requirements of EMCC 17.80 through designation of ShopFest Utah as a Community Event per 17.80.120(k) of the EMCC. The Chamber 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) for up to six weeks prior to the event, or at other times as approved by the City Economic Development Director. Locations must be approved by the City Economic Development Director or designee.
3. **Equipment and Facilities.** For purposes of operating the Event, the Chamber shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools, and supplies necessary and incident to operating the Event.
 - a. Exceptions:
 - i. Electrical service. The Chamber may request access to electricity from on-premises facilities in addition to available electrical equipment used to provide closer access to electricity for vendor use during the Event operating hours. The Chamber or vendors participating in the Event must provide their own extension cords to connect to City electrical equipment.
 - ii. Garbage bags. The City shall make available to the Chamber replacement garbage bags to be used in the event park waste receptacles become full.
 - iii. Mobile Stage. The City shall make available and setup the mobile stage at Cory Wride Park at an agreed upon location for use of the Event. The mobile stage does not include audio/visual equipment or backup power equipment. The City agrees to setup the stage no less than two (2) days prior to the event, and take down the stage no sooner than one day following the event.
 - iv. Park Maintenance. The City agrees to provide added grounds maintenance to Cory Wride Park no less than seven (7) days prior to the event. Grounds maintenance includes cutting the grass, checking for dangerous ruts or holes in the turf fields, mowing City open space areas that are to be used

during the event, and ensuring the irrigation systems at the park have been scheduled to not run at any time the day of the event and the day prior.

- b. **Fees.** The Chamber shall not charge fees to vendors for use of garbage bags but may charge for access to electricity sufficient to cover costs related to providing the service.
4. **Personnel.** For purposes of planning and operating the event, the Chamber will primarily provide all personnel required. The City agrees to have a parks maintenance employee on site for the duration of the event. The City agrees to have the Economic Development Director or designee on site during the event and during preparation activities the day prior to the event.
5. **Access to Contracted Services.** Eagle Mountain City agrees to coordinate law enforcement and fire/paramedic services for the Event. Adequate law enforcement and fire/paramedic services shall be on-site throughout the duration of the event to deter crime, aid in finding lost individuals, provide first-aid services as needed, and assist with maintaining and overall safe and secure environment. Costs incurred from these services shall be paid by the City.
6. **Alcohol and Drug-free Workplace.** All personnel during such time that they are engaged in work related to the ShopFest Utah event on City property 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 or her 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).
7. **Public Information.** The Chamber understands and agrees that this Agreement and related documents, will be public records as provided in Utah Code Ann. § 63G-2-103.
8. **Indemnity.** The Chamber 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 the Chamber managing and operating the ShopFest Utah event.
9. **Liability.** The Chamber 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 the Chamber, 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.

10. **Term.** This Agreement shall be effective as of the date hereof and shall terminate on March 18, 2035; provided, however, upon the written consent of the parties hereto and the subject to the right to terminate as provided herein, this Agreement may be renewed for successive ten-year (10-year) terms. However, City or Chamber may terminate this Agreement upon 1-year written notice if, in the opinion of the City or Chamber the consideration provided by the Parties is not of equal value.
11. **Assignment and Delegation.** The Chamber will not assign or delegate the performance of its duties under this Agreement without the prior written approval of City.
12. **Employment Status.**
 - a. **Official Status.** The Chamber shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of the Chamber 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 the Chamber. 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.
13. **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.
14. **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.

15. **Termination.** In addition to the provisions in Section 10, City may terminate this Agreement if City, in City's sole discretion, determines that the Chamber has materially breached any provision of the Agreement, and the Chamber fails to cure such breach within seven (7) days written notice to the Chamber of such breach. This agreement is terminated automatically if the event is relocated outside of Eagle Mountain City limits.
16. **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.
17. **Amendments.** This Agreement may not be modified or amended except by any instrument in writing signed by both Parties.
18. **Meet to Confer.** In the event of a material change in circumstances, conditions, or facts that affect the performance or obligations of either Party under this Agreement, the affected Party shall promptly notify the other Party in writing. Upon receiving such notice, the Parties agree to meet and confer in good faith to discuss and evaluate the impact of the changed conditions. The parties shall meet in person or via electronic means within ten (10) business days of the notice to determine if any modifications to the Agreement are necessary.
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, The Chamber shall continue to perform the Services during any such litigation and City shall continue to make payments and render services and support to The Chamber in accordance with the terms of this Agreement.
20. **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.
21. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah.
22. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
23. **Conflicts of Interest.** The Chamber 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.

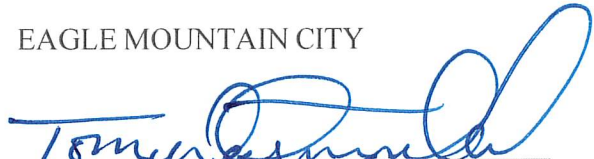
24. **Severability.** Except as specifically stated herein, any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.
25. **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.
26. **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.

[signatures on following page]

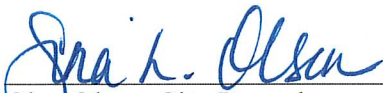
IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date written below.

Dated this 20 day of March, 2025.

EAGLE MOUNTAIN CITY


Tom Westmoreland, Mayor

ATTEST:


Gina Olsen, City Recorder




Marcus Draper, City Attorney
Approved as to form

VALLEY CROSSROADS CHAMBER OF COMMERCE


Matthew Everett, Treasurer

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 20 day of March, 2025, personally appeared before me MATTHEW EVERETT duly sworn, did say that she is the Treasurer of **VALLEY CROSSROADS CHAMBER OF COMMERCE**, a Utah nonprofit corporation and that the foregoing instrument was duly authorized by the corporation in accordance with its bylaws and signed in behalf of said corporation.




NOTARY PUBLIC