

COTTONWOOD HEIGHTS

RESOLUTION No. 2023-54

A RESOLUTION APPROVING AN AGREEMENT WITH THE SOUTH VALLEY CHAMBER OF COMMERCE FOR PROFESSIONAL SERVICES

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 17 October 2023 to consider, among other things, approving an agreement (the “*Agreement*”) with the South Valley Chamber of Commerce (“*Provider*”) whereunder Provider would provide various professional services to the City concerning the City’s business community; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

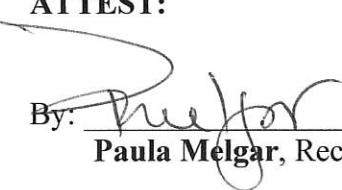
WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Provider is hereby approved and ratified, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2023-54, shall take effect immediately upon passage.

PASSED AND APPROVED this 17th day of October 2023.

ATTEST:

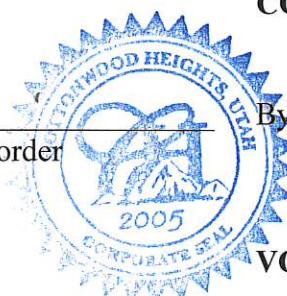
By: 

Paula Melgar, Recorder

COTTONWOOD HEIGHTS CITY COUNCIL

By: 

Michael T. Weichers, Mayor



VOTING:

Michael T. Weichers
Matt Holton
J. Scott Bracken
Shawn E. Newell
Ellen Birrell

Yea Nay
Yea Nay
Yea Nay
Yea Nay
Yea Nay

DEPOSITED in the office of the City Recorder this 17th day of October 2023.

RECORDED this 18 day of October 2023.

BUSINESS SERVICES AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into as of October 17, 2023, between the **SOUTH VALLEY CHAMBER OF COMMERCE**, a non-profit corporation of the State of Utah, with offices at 9800 South Monroe Street, Suite 806, Sandy, UT 84070, (“Chamber”), and the city of **COTTONWOOD HEIGHTS**, a municipal corporation of the State of Utah, with offices at 2277 Bengal Blvd, Cottonwood Heights, UT 84121 (“City”).

WHEREAS, the Chamber is an organization created to assist businesses in building their business through networking opportunities, marketing, education, and assisting with government entities; and

WHEREAS, the City desires the services of a person or agency to assist the City in better communicating with the City’s business community; and

WHEREAS, the Chamber has the skills, resources, organization and interest in providing services to the City’s business community for the City; and

WHEREAS, the City, having duly considered the matter, has determined that the welfare of the citizens of the City as well as the growth, development and continued progress of the City would be enhanced if the Chamber were to promote the City’s businesses and economic development in the City, as well as City programs and events as provided herein,

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties hereby agree as follows:

1. SERVICES. The Chamber shall provide the following business-related services to the City (the “Services”):
 - 1.1.1 Act as a liaison between the City and its business community to promote and support businesses and their interests;
 - 1.1.2 Act as a repository for business resources, gathering and disseminating City and other information pertaining to the City and its business community;
 - 1.1.3 Provide networking opportunities and education to the City’s businesses, especially strengthening the business/education partnership;
 - 1.1.4 Monitor the Utah State legislative process in relation to the City’s businesses and inform City officials of relevant issues;
 - 1.1.5 Provide leadership and staff support to the City’s businesses retention program;
 - 1.1.6 Hold various special events promoting area businesses, marketing/advertising support and assistance, service projects, and similar projects of general community interest; and support and work cooperatively with the City in its business-related events, including its business association.
 - 1.1.7 Monitor the views and concerns of the City’s business community and provide information to the City’s manager on those concerns.
 - 1.1.8 In cooperation with the City, host periodic business networks and educational events that will benefit and meet the needs of the City’s businesses.

- 1.1.9 In cooperation with the City, engage with new businesses and welcome them to the City, including offering them a free Chamber lunch event and offering to help them with a grand opening and/or ribbon cutting.
- 1.1.10 Maintain at its office all current information on the City and a link to the City's web site on the Chamber's web site, etc.
- 1.1.11 Respond and guide inquiries to appropriate web sites such as the City's web site, etc.
- 1.1.12 The City shall be considered a Presidential Sustaining Partner of the Chamber, and shall be entitled to the following benefits, all at no additional charge to the City:
 - A. Provide two ex-officio voting seats on the Chamber's Board of Directors.
 - B. Provide a seat of the Chamber's Public Policy Committee.
 - C. Recognition of the City's support on the Chamber's home page on the Chamber's website.
 - D. One hole sponsorship at one of the Chamber's golf tournaments.
 - E. A foursome team in at least one of the Chamber's golf tournaments.
 - F. Provide up to two (2) registrations to Let's Do Lunch/Meet The Members lunches for City employees or leadership.
 - G. Provide up to two (2) registrations to monthly Women in Business lunches for City employees or leadership.
 - H. Provide a seat on the Women In Business Committee for a City employee.
 - I. Provide a seat on the Ambassador Committee for a City employee.
 - J. Member pricing for Chamber activities and events.
 - K. A table for eight (8) persons at the Chamber's Titan Awards with VIP seating.
- 1.1.13 The Chamber will provide the following for the Cottonwood Heights Business Association and its members:
 - A. The Chamber will provide ten (10) Basic Business memberships (annually) to small businesses in the City that may not otherwise be able to participate in Chamber membership. **These will be at the discretion of the City.**
 - B. Small businesses in the City will be entitled a 50% discount on the cost to purchase (i) the Chamber's "Business Membership" for the first year, (ii) participation in the Chamber's lunch events (Let's Do Lunch, Women In Business, Meet The Members) for the next 12 months; and (iii) the Chamber's "Business Accelerator" 10-week business course with proven results.

These services are to be provided at no additional cost to the City.

2. **TERM & TERMINATION.** The Chamber shall provide the Services for a period beginning on the effective date of this Agreement and terminating June 30, 2027. Either party may terminate this Agreement at will upon at least 30 days' prior written notice to the other party. Termination of this Agreement for any reason shall not affect any of the rights, obligations or liability of the Parties hereto which may have accrued prior thereto, although the City shall not be obligated to pay any fees hereunder attributable to any time period after termination of this Agreement, and shall be entitled to a prompt refund of any such prepaid fees.

3. **PAYMENT.** The City shall pay the Chamber 3 annual payments.
\$13,333 – Year 1 (from the effective date hereof through June 30, 2024)
\$25,000 – Year 2 (from July 1, 2024 through June 30, 2025)
\$30,000 – Year 3 (from July 1, 2025 through June 30, 2026)

Payments will be made annually in July of each year, except that the payment for Year 1 shall be paid within ten business days after the date of this Agreement. In the event of termination prior to June 30, 2026, payment to the Chamber shall be prorated for that part of the term for which services are owed and were provided according to the terms of this Agreement in the same proportion as that part of the period during which services were provided prior to termination divided by the whole period for which payment has not been made.

4. MEETINGS. The Chamber's Representative shall consult with the City's designated representative about this Agreement at times mutually agreeable to them.

5. REPORTS TO CITY. The Chamber's President or his designee shall, at least quarterly, report orally and in writing to the City's manager or his designee regarding the status of the aforementioned services. The Chamber shall on an annual basis, give a written report to the City Council on the yearly activities.

6. INDEPENDENT CONTRACTOR. The Chamber is in all respects an independent contractor and not an agent of the City; further, the officers and employees of the Chamber are not employed by the City.

7. INDEMNITY. The Chamber agrees to indemnify, defend and hold harmless the City and its officers, agents and employees from and against any and all claims, lawsuits, losses, damages, injuries, liabilities, and costs, including but not limited to attorney's fees and costs, arising out of claims of personal injury, death, slander, defamation, or breach of trademark, patent, or copyright law, damages to personal property however caused which results directly or indirectly from the negligent performance or failure to perform services under this agreement rendered by the Chamber, its officers, employees, agents or contractors.

8. ASSIGNMENT, SUBCONTRACT. Neither party shall assign any part of its rights and duties under this Agreement without the prior written consent of the other.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, representations or agreements of the parties, either written or oral. This Agreement may be amended only by written instrument signed by both parties

10. AUTHORITY. The persons signing for and on behalf of the parties hereto warrant and represent that they are duly authorized and empowered to enter into this Agreement for and on behalf of the party each purport to represent, and that by their signatures, they do bind each such party to the terms of this Agreement.

11. NOTICES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, certified mail, postage prepaid, to the parties at their respective addresses set forth above. Notices to the Chamber shall be directed to its President and CEO, and notices to the City shall be directed to its manager. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

12. INSURANCE. The Chamber, at its own cost and expense, shall secure and maintain during the term of this Agreement policies of insurance meeting the requirements of **Exhibit "A"**, attached hereto.

13. FOLLOW LAWS, ORDINANCES. The Chamber's Services shall conform in all respects with all applicable trademark, patent, and copyright law, and all applicable Federal, State and City laws, regulations and ordinances.

14. WAIVERS. No action or failure to act or to enforce a breach of this Agreement by the City, or its officers, agents or employees shall constitute a waiver of any right or duty afforded it under this Agreement, nor

shall any such action or failure to act constitute an approval of or acquiescence in any subsequent breach except as may be specifically agreed in writing.

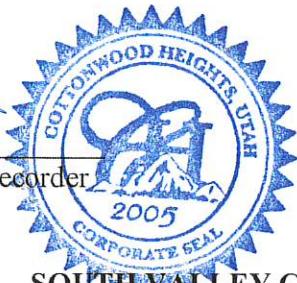
15. **SEVERABILITY.** In the event that a court of competent jurisdiction determines that any part of this Agreement is invalid, the remaining portions shall remain in full force in effect unless they cannot reasonably be construed to effectively implement the intent of the parties as provided herein.

DATED effective the date first-above written.

ATTEST:

By:

Paula Melgar, City Recorder



COTTONWOOD HEIGHTS, a Utah municipality

By:

Mike Weichers, Mayor

SOUTH VALLEY CHAMBER OF COMMERCE

REVIEWED AND APPROVED by the Board of Directors this 12 day of October, 2023.

John J. Gable

Chairman of the Board

John J. Gable

President and CEO

ATTEST:

John J. Gable
Title: MANAGING DIRECTOR

EXHIBIT "A" TO BUSINESS SERVICES AGREEMENT

(Attach insurance requirements)

WCF Mutual Insurance Company
100 W Towne Ridge Pkwy
Sandy, UT 84070
385 351-8000

Workers Compensation and Employers Liability Insurance Policy

NCCI Co Number: 19933		INFORMATION PAGE	Policy Number: 1520459																				
1. INSURED/MAILING ADDRESS: South Valley Chamber 9800 S Monroe St #806 Sandy, UT 84070		Entity Type: Corporation <u>Renewal of Policy No: 1520459</u> F.E.I.N. 870384450 NCCI Risk Id UT Unemployment Id 000000																					
<p>Other workplaces not shown above: See Schedule WC 200 A Other named insured (if applicable):</p>																							
2. POLICY PERIOD: From 10/01/2023 to 10/01/2024 at 12:01am at the Insured's mailing address																							
3. COVERAGE: A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the state listed here: UT B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are: <table><tr><td>Bodily Injury by Accident</td><td>\$100,000</td><td>Each Accident</td></tr><tr><td>Bodily Injury by Disease</td><td>\$500,000</td><td>Policy Limit</td></tr><tr><td>Bodily Injury by Disease</td><td>\$100,000</td><td>Each Employee</td></tr></table> C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: None D. This policy includes these endorsements and schedules: See Schedule WC 200 C				Bodily Injury by Accident	\$100,000	Each Accident	Bodily Injury by Disease	\$500,000	Policy Limit	Bodily Injury by Disease	\$100,000	Each Employee											
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Bodily Injury by Disease	\$100,000	Each Employee																					
4. PREMIUM: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.																							
<table border="1"><thead><tr><th>Classifications</th><th>Code No.</th><th>Premium Basis Total Estimated Annual Remuneration</th><th>Rates Per \$100 of Remuneration</th><th>Estimated Annual Premium</th></tr></thead><tbody><tr><td colspan="5">See Schedule WC 200 D</td></tr><tr><td colspan="5">Expense Constant Total Estimated Annual Cost: \$200.00 \$1,004.00</td></tr><tr><td colspan="2">Minimum Premium: \$250.00 Utah Deposit Premium:</td><td colspan="3">If indicated below, interim adjustments of premium shall be made: <input type="checkbox"/> Semi-annually; <input type="checkbox"/> Quarterly; <input type="checkbox"/> Monthly</td></tr></tbody></table>				Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium	See Schedule WC 200 D					Expense Constant Total Estimated Annual Cost: \$200.00 \$1,004.00					Minimum Premium: \$250.00 Utah Deposit Premium:		If indicated below, interim adjustments of premium shall be made: <input type="checkbox"/> Semi-annually; <input type="checkbox"/> Quarterly; <input type="checkbox"/> Monthly		
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PRODUCER: WCF Solutions Inc PO Box 2259 SANDY, UT 84091-2259 (888) 864-8268																							
Countersigned By																							
WC000001A	Issue Date: 09/27/2023	Issuing Office: Sandy, Utah																					