



RESOLUTION 10-01-2021
A RESOLUTION APPROVING AN AMENDMENT TO THE
PARTICIPATION AGREEMENT WITH PAYSON CITY AND
THE PAYSON SANTAQUIN AREA CHAMBER OF
COMMERCE

BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents the amendments to the Participation Agreement with Payson City and the Payson Santaquin Area Chamber of Commerce.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 2nd day of November, 2021.

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder

PARTICIPATION AND OPERATION AGREEMENT BETWEEN THE PAYSON & SANTAQUIN AREA CHAMBER
OF COMMERCE AND PAYSON CITY MUNICIPAL CORPORATION AND SANTAQUIN CITY MUNICIPAL
CORPORATION

THIS AGREEMENT HAS BEEN ESTABLISHED TO CLARIFY THE RELATIONSHIP, OBLIGATIONS, AND OPERATIONAL FUNCTIONS BETWEEN THE PAYSON & SANTAQUIN AREA CHAMBER OF COMMERCE (HEREINAFTER REFERRED TO AS "CHAMBER") AND PAYSON CITY MUNICIPAL CORPORATION AND SANTAQUIN CITY MUNICIPAL CORPORATION (HEREINAFTER REFERRED TO AS "CITIES")

RECITALS

WHEREAS, Cities have had a longstanding relationship with the Chamber throughout the years and desires to maintain its relationship with the Chamber; and

WHEREAS, by working together, Cities & Chamber can assist each other in fostering the business community within the surrounding area of Payson and Santaquin Cities.

NOW THEREFORE, the Parties agree as follows:

Section 1 Definitions of Agreement

1. Chamber shall mean the Payson & Santaquin Area Chamber of Commerce whose office is currently located at 22 South Main Street, Payson, Utah 84651. The President of the Payson & Santaquin Area Chamber of Commerce or designee shall officially represent Chamber.
2. Cities shall mean the Payson City Municipal Corporation located at 439 West Utah Avenue, Payson, Utah 84651, and Santaquin City Municipal Corporation located at 275 W. Main Street, Santaquin, Utah 84655. The Mayors of Payson & Santaquin City, Councilmembers assigned as a liaison between Cities and Chamber, or their designee shall officially represent Cities.
3. Financial support shall mean the payment of monies to the Chamber from Cities or the payment of monies from the Chamber to Cities.
4. In-kind arrangement shall mean the provision of non-financial benefit to Chamber from Cities or non-financial benefit from Chamber to Cities.

Section 2 Acceptance Clause

Chamber and Cities enter into this Agreement of their own volition and in the best interest of their respective organizations. Chamber and Cities understand and agree to uphold and conform to the provisions in this Agreement. Chamber and Cities further agree that any modification of this Agreement shall be approved in writing by both Chamber and Cities consistent with the provisions herein.

Section 3 No Transfer of Obligations

This Agreement is between Chamber, Cities, and no other parties. There shall be no transfer of any obligation or provision of this Agreement unless approved in writing by Chamber and Cities. A change in

organizational leadership to either Cities or Chamber by election or other appropriate means shall not release the parties from the obligation to conform to the provisions of the Agreement.

Section 4 Financial Support and Services Arrangements

- A. Cities agrees to provide the following financial support and services arrangements to Chamber:
 - 1. **Financial Support:** Cities, in exchange for membership in the Payson & Santaquin Area Chamber of Commerce and in consideration of the services arrangements provided to Cities by Chamber, agrees to provide the following financial support of Chamber:
 - a. Cities agree to submit a membership fee of which twelve thousand (\$12,000) will come from Payson City and six thousand (\$6,000) from Santaquin City to share proportionately in the assistance of the day-to-day operations and mission of the consolidated Payson & Santaquin Area Chamber of Commerce which shall promote a sense of equity between both communities. Chamber shall provide an invoice to Cities on or after July 1st of each year. These monies will be submitted from Cities to the Chamber as soon thereafter as practicable. Cities and Chamber understand that the goal is for the Chamber to eventually become self-sufficient and not to require an annual membership fee from Cities greater than what a normal entity would be charged for a membership fee. Cities' annual membership fee is subject to the appropriation of the funds by the Payson & Santaquin City Councils respectively, through the budget process and according to state law.
 - b. The Mayors, Councilmembers assigned as a liaison between Cities and Chamber, or their designee shall be entitled to serve as a member of the Chamber Board of Directors.
 - 2. **Services Arrangements:** Cities agree to provide the following Services to Chamber:
 - a. The Cities agree to have discussions with the Chamber over any activity the Cities do that the Chamber thinks will materially harm the Chamber or interfere with its mission.
 - b. The Chamber agrees to have discussions with the Cities over any activity the Chamber does that the City thinks will materially harm the Cities or interfere with its mission.
- B. The Cities and the Chamber agree that the following activities shall be provided under this contract:
 - 1. The Cities and the Chamber shall hold quarterly meetings with their respective staff to coordinate recruitment and retention and expansion efforts.
 - 2. The Chamber shall supply to the Cities welcome bags that the Cities will distribute to new residents signing up for utility services.
 - 3. Chamber will provide semi-annual updates to the Cities' Councils on Chamber activities.
 - 4. Cities will provide semi-annual updates to the Chamber Board of Directors on Cities' activities.
 - 5. Chamber will sponsor an annual "Shop Local" campaign.

6. Chamber will monthly visit ten (10) businesses located in the cities to determine what assistance can be given to the businesses to retain or expand those businesses.
7. Chamber will promote four (4) businesses per month on their social media sites and website to encourage residents to frequent those businesses.
8. Chamber and Cities will link to each other's websites.
9. Chamber and Cities agree to jointly survey the business community each year to determine how to improve services and provide assistance to the business community. This survey must be held in the first quarter of the calendar year.
10. Chamber and Cities agree to nominate Payson and Santaquin businesses for any statewide recognition programs.
11. Chamber and Cities will work to attract interns from BYU, UVU or another local college to study one agreed upon business issue a year.
12. Chamber and Cities will develop together a legislative agenda and jointly work to achieve that agenda.
13. Chamber will sponsor the Payson City annual Easter Egg hunt. Payson City shall assist with personnel during the event.
14. Chamber will sponsor the Santaquin Hometown Market event held weekly during the summer months. Santaquin City shall assist with personnel during the events.
15. Chamber will hold a "Meet the Candidate" event for primary election(s) and general election(s) for each of the Cities.

Section 5 Accounting

Chamber is responsible for the accurate accounting of all funds provided by Cities. Chamber, on a quarterly basis, shall provide a financial update to each city council. Employees of the Chamber are not considered City employees and shall not have any compensation or benefit privileges of municipal employees in connection with this Agreement. All payroll, accounting, employee income taxes, workers compensation, and other related clerical duties shall be completed by Chamber.

Section 6 Alteration of Agreement

This Agreement constitutes the entire Agreement with respect to the subject matter hereof and may only be modified by a subsequent writing duly executed by the parties hereto.

Section 7 Reserved Legislative Powers

Nothing in this Agreement shall limit the future exercise of the legislative authority of the Payson City Council and Santaquin City Council in enacting or amending policies, ordinances and regulations after the date of this Agreement. Chamber expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Chamber from the obligation to comply with all applicable ordinances, resolutions, policies and regulations of Cities as long as the agreement remains in force. Nothing in this agreement will be construed to keep the Chamber from performing any advocacy functions for the business community with the Cities.

Section 8 No Joint Venture, Partnership or Third Party Rights

This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor shall it confer any rights or benefits to third parties.

Section 9 Severability

If any part or provision of this Agreement is determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement, except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 10 Terms and Termination

The initial term of this agreement shall begin on the date the agreement is signed and shall expire on June 30, 2022. This Agreement shall then automatically renew on July 1, 2022 for the period of one (1) year and continue to renew annually on July 1st of each following year upon review and approval by the Chamber and the Payson City Council and Santaquin City Council until terminated pursuant to this section. Any party to this Agreement may terminate this Agreement at any time by giving the other party at least six (6) months prior written notice of the same.

DATED this _____ day of March, 2021.

PAYSON CITY CORPORATION:

Bill Wright, Mayor

ATTEST:

Kim Holindrake,
Payson City Recorder

SANTAQUIN CITY CORPORATION:

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, Santaquin City Recorder

PAYSON & SANTAQUIN AREA CHAMBER OF COMMERCE

Ben Glazner, President