

COTTONWOOD HEIGHTS

RESOLUTION NO. 2016-12

A RESOLUTION APPROVING A PERFORMANCE CONTRACT WITH "FOREIGN FIGURES" FOR 2016 BUTLERVILLE DAYS

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met on 23 February 2016 to consider, among other things, approving a performance contract (the "Agreement") with Steve Michels d/b/a "Foreign Figures" ("Contractor") whereunder the City would engage Contractor to provide a musical performance at the City's 2016 "Butlerville Days" community celebration on the terms and conditions specified in the Agreement; and

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

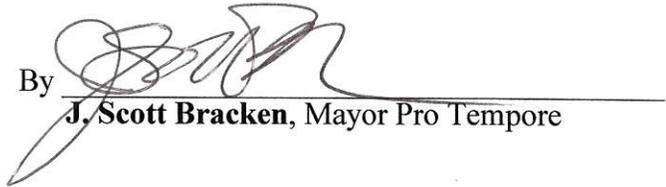
WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Contractor is hereby approved, 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. 2016-12, shall take effect immediately upon passage.

PASSED AND APPROVED this 23rd day of February 2016.

COTTONWOOD HEIGHTS CITY COUNCIL

By  J. Scott Bracken, Mayor Pro Tempore



ATTEST:


Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr	Yea	<input type="checkbox"/>	Nay	<input type="checkbox"/>
Michael L. Shelton	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
J. Scott Bracken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Michael J. Peterson	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Tee W. Tyler	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 23rd day of February 2016.

RECORDED this 23 day of February 2016.

Foreign Figures Performance Contract

THIS PERFORMANCE CONTRACT (this “*Agreement*”) is made effective 23 February 2016 between **STEVE MICHELS** for himself and on behalf of, or doing business as, artist **FOREIGN FIGURES**, whose address is 285 North 680 East, Vineyard, UT 84058 (“*Artist*”), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Cottonwood Heights, UT 84047 (“*City*”). This Agreement concerns a musical production to be staged by Artist at City’s 2016 Butlerville Days community celebration (the “*Event*”) scheduled for 23 July 2016 (the “*Event Date*”) at 7500 South 2700 East in Cottonwood Heights, UT. This Agreement constitutes the entire contractual relationship between City and Artist concerning the Performance.

Section 1. **Setup Time.** Artist shall deliver its equipment to the stage area at the Event no later than 11:00 a.m. on the Event Date. City anticipates that the stage (the “*Stage*”) will be erected and ready for use by 1:00 p.m. on the Event Date, whereupon Artist may set up its equipment on the Stage and conduct a sound check. A final sound check may be conducted between 8:00 p.m. and 8:30 p.m. on the Event Date.

Section 2. **Performance Time.** Artist shall perform (the “*Performance*”) between 8:30 p.m. and 10:00 p.m. on the Event Date. A fireworks show staged by another provider is scheduled to commence at 10:00 p.m. The performance will consist of original music and some covers, appropriate for a family-oriented, community event.

Section 3. **Total Compensation.** The total compensation to be paid by City for the Performance and all of Artist’s services under the Agreement shall be a flat fee of \$3,250 (the “*Contract Price*”).

Section 4. **Equipment; Supplies; Personnel.** City only is required to (a) provide an elevated stage at an outdoor venue, equipped with lighting and electrical connections; (b) use reasonable diligence to assure that all City-provided equipment is in good working order for the Performance; and (c) provide two cases of bottled water and dinner for eight at the Event. City is not required to provide any other facilities, equipment, supplies or personnel under the Agreement except the following: _____

Section 5. **Nonperformance.** If the Performance cannot occur due to force majeure events (natural disaster, extreme weather conditions, war, riot, or similar events beyond the reasonable control of either party) notwithstanding that Artist is ready, willing and able to stage the Performance, then City shall pay one-half the Contract Price. If the Performance cannot occur due to death, illness, injury or other reasons affecting Artist such that Artist cannot stage the Performance, then City shall be excused from any obligation to pay any of the Contract Price.

Section 6. **Advertising.** City controls all advertising and publicity for the Event, provided that if any such advertising or publicity does more than name Artist and/or its artist for purposes of publicizing the Performance, Artist shall have the right to review and pre-approve such advertising, etc., which approval shall not be unreasonably withheld, conditioned or delayed.

Section 7. **Recording, Etc.** City has no control over Event attendees choosing to record, broadcast, photograph or otherwise reproduce any part of the Performance.

Section 8. **No Right to Sell Goods or Merchandise.** Artist may not sell any programs, photographs, records, posters or other merchandise of any type or description at the Event.

Section 9. **Cancellation.** Either party's right to cancel the Performance, and this Agreement, shall expire on 1 May 2016.

Section 10. **Change of Artist.** Artist is not entitled to substitute another performer for the artist designated above.

Section 11. **Other Artists.** City may freely allow other artists, performers, etc. selected by City to perform on the Stage before and after the Performance.

Section 12. **Immunity Act.** City is a governmental entity that is covered by the provisions of the Governmental Immunity Act of Utah, Utah Code Ann. 63G-7-101 et seq. (the "*Immunity Act*"). By entering into the Agreement, City does not waive any rights or protections to it under the Immunity Act.

DATED effective the date first-above written.

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST:

By: _____
Linda W. Dunlavy, Recorder

By: _____
Kelvyn H. Cullimore, Jr, Mayor

ARTIST:

STEVE MICHELS individually and on behalf of, or doing business as, **FOREIGN FIGURES**