

**MIDVALE CITY, UTAH
RESOLUTION NO. 2015-R-07**

**A RESOLUTION OF MIDVALE CITY AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT FOR SERVICES BETWEEN MIDVALE CITY AND THE MIDVALE ARTS
COUNCIL (MAC)**

WHEREAS, the MAC is Midvale City's Official Arts Agency; and

WHEREAS, the Midvale City Council has appropriated grant funds to the MAC in the Fiscal Year 2015 budget; and

WHEREAS, the City Council expects the MAC to expend the grant funds for purposes that enhance the cultural heritage of the City; and

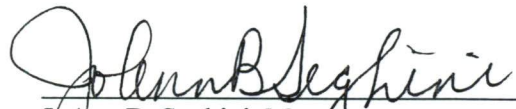
WHEREAS, the City desires to enter into an Agreement for Services with the MAC regarding such expenditures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, UTAH:


Section 1. The Mayor is authorized to enter into an Agreement for Services between Midvale City and the Midvale Arts Council (attached)

Section 2. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 17th day of February, 2015.


JoAnn B. Seghini, Mayor

ATTEST:


Rori L. Andreason, MMC
City Recorder



Voting by the Council:

Wayne Sharp
Stephen Brown
Paul Glover
Paul Hunt
Quinn Sperry

"Aye"

✓
✓
✓
✓
✓

"Nay"

AGREEMENT FOR SERVICES

THIS AGREEMENT MADE AND ENTERED INTO THIS 17TH DAY OF FEBRUARY, 2015 BY AND BETWEEN MIDVALE CITY, A POLITICAL SUBDIVISION OF THE STATE OF UTAH, HEREINAFTER REFERRED TO AS "CITY" AND THE MIDVALE ARTS COUNCIL, A NON-PROFIT CORPORATION OF THE STATE OF UTAH, HEREINAFTER REFERRED TO AS "ARTS COUNCIL."

WHEREAS, City has provided physical facilities such as the Performing Arts Center and the Amphitheater located in the main City park, hereinafter referred to as "facilities"; and

WHEREAS, at these facilities, Arts Council has produced and presented theatrical production concerts, and other similar activities for the benefit of the City's residents and the community at large; and

WHEREAS, the City Council of Midvale City appropriated \$11,000 in its Fiscal Year 2014/2015 Budget to the Arts Council for presenting of musical productions, free concerts and other events to enhance the cultural heritage of the city; and

WHEREAS, the City Council of Midvale City appropriated \$10,000 in its Fiscal Year 2014/2015 Budget to the Arts Council for 50% of the cost of a part-time Administrator.

NOW, THEREFORE, based on the mutual previous covenants and conditions contained herein, it is agreed by and between parties as follows:

Section 1. City grants to Arts Council the sum of \$11,000. This sum shall be used solely for the presentation of musical productions, concerts and art events within City.

Section 2. City grants to Arts Council the sum of \$10,000. This sum shall be used solely for the salaries and benefits of the Midvale Arts Council Administrator.

Section 3. The Arts Council shall prepare and present to the City Council an annual report of the arts activities that it sponsored or presented during the preceding twelve month period. Said report shall include a financial report concerning the expenditures of the funds granted to the Arts Council that are contained in this Agreement. A copy of the annual financial statement of Arts Council shall be submitted to City within (30) days of completion and receipt. The City may request periodic financial reports from the Arts Council during the year.

Section 4. It is anticipated that City Council may appropriate annually sums for the continued support of Arts Council. If such appropriation(s) are made, this Agreement may be amended to reflect subsequent appropriations.

Section 5. This Agreement may not be assigned or otherwise transferred to another entity or party without the prior written consent from the non-transferring party.

Section 6. Arts Council expressly understands and acknowledges that future councils may not appropriate any sums for the purposes stated herein other than the sums granted in this Agreement.

DATED February 17, 2015.

NUISANCE CONTROL & HAZARDOUS CONDITIONS PLAN

A contingency plan shall be developed prior to the event. It shall be available upon request, at any time, to a Health Department inspector. This plan shall provide for and include, but not be limited to:

1. The maintenance, safety, and sanitary conditions of the event's facilities and the gathering site. This includes plans to eliminate tripping hazards, such as exposed electrical cords, electrical outlets, hoses and any other protruding objects, which could result in injury;
2. Adequate on site drainage to prevent flooding and water-related nuisances on adjacent properties;
3. The elimination of any infestation of vermin within any part of a structure intended for occupancy, food storage, or restroom facilities, prior to, during, and immediately following a gathering;
4. The elimination of any nuisance pertaining to an animal participating in the gathering prior to, during, and immediately following the gathering; and
5. The immediate abatement of any such condition that may create a nuisance, health hazard, unsanitary or dangerous condition. This includes, but is not limited to, plans for evacuation, delays, and provisions for support facilities to provide protection to the attendees, participants, and staff. Plans shall also include procedures to manage various weather/climatic conditions that could occur during a gathering such as the removal of snow, prevention of slippery/wet surfaces, or protection from seasonal temperature exposures, thunder/lightning storms, strong winds, severe storms, or any other natural event.

Please provide any further pertinent details regarding the event's Nuisance and Hazardous Conditions Plan.

MIDVALE ARTS COUNCIL

By: Wade K. Walker

Its: CHAIRMAN

ATTEST:

Rori L. Andreason
Rori L. Andreason, MMC
City Recorder

MIDVALE CITY CORPORATION

JoAnn B. Seghini
JoAnn B. Seghini, Mayor

