

MIDVALE CITY, UTAH
RESOLUTION No. 2015-R-12

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN MIDVALE CITY AND THE REDEVELOPMENT AGENCY OF
MIDVALE CITY FOR THE PLACEMENT OF ARTIST'S COMMISSIONED
WORK**

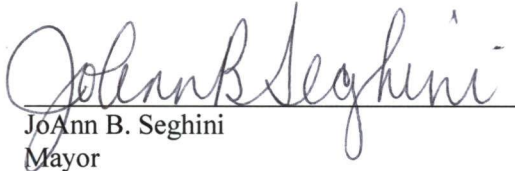
WHEREAS, Midvale City owns property along the Jordan River within the Bingham Junction area; and

WHEREAS, the Board of Directors of the Redevelopment Agency of Midvale City desires to install a public art piece on the City property; and


WHEREAS, the City is willing to provide access and allow placement of the Agency art piece on the City property; and

NOW THEREFORE BE IT RESOLVED THE MIDVALE CITY COUNCIL hereby authorizes the execution of the Agreement in the form attached subject to such other terms and conditions as recommended by City's legal counsel.

PASSED AND ADOPTED this 3rd day of March, 2015.


JoAnn B. Seghini
Mayor

ATTEST:


Rori L. Andreason, MMC
City Recorder



Voting by the Council:

	"Aye"	"Nay"
Stephen Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Hunt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne Sharp	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**AGREEMENT BETWEEN MIDVALE CITY AND
THE REDEVELOPMENT AGENCY OF MIDVALE CITY
FOR THE PLACEMENT OF ARTIST'S COMMISSIONED WORK**

THIS AGREEMENT FOR THE PLACEMENT OF ARTIST'S COMMISSIONED WORK ("the Agreement"), made and entered into as of March 3, 2015, by and among Midvale City, a Utah municipal Corporation (the "City"), and the Redevelopment Agency of Midvale City, a public agency (the "Agency").

WITNESSETH:

WHEREAS, the Agency has implemented a public art program, which allocated certain funds for the establishment of artwork (the "Artwork") within the Bingham Junction Project Area; and

WHEREAS, Midvale City is the owner of certain property along the southwest corner of the FLSmith property and the Jordan River (as more particularly depicted in Exhibit A attached hereto, the "Location"); and

WHEREAS, the Agency is interested in the installation of Artwork at the Location; and

WHEREAS, Midvale City is interested in providing the Location for the installation of the Artwork; and

WHEREAS, the Agency has selected the artist for design, creation, and installation of Artwork;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, City and Agency hereby agree as follows:

AGREEMENT

1. Responsibilities of Agency.

- a. **Contract.** The Agency is responsible for contracting and coordinating with an artist to provide and install Artwork at the Location.
- b. **Costs.** The Agency assumes full responsibility for the Artwork contract and installation costs.
- c. **Appropriate.** The Agency is responsible for assuring that the subject matter of the Artwork is appropriate for the community.

2. Responsibilities of City.

- a. **Location.** The City gives the Agency and the contracted artist full access to the southwest corner of the Location for the purposes of inspecting and installing the Artwork.

- b. **Permissions.** The City will provide the Agency and the contracted artist all reasonably necessary permissions for the installation of the Artwork at the Location.

3. Ownership.

The Agency may transfer ownership of the Artwork to the City at a future point in time. Such transfer will be manifested by a separate agreement or by an addendum to this Agreement.

4. Maintenance.

The Agency will provide for the maintenance of the Artwork. The Agency may, at a future time, transfer funds to the City for the purpose of maintaining the Artwork. These funds shall be placed in a separate maintenance fund and reserved for this purpose. Following the transfer, the Agency will no longer be obligated to provide for the maintenance of the Artwork.

5. Effective Date.

The Agreement is effective on the above date.

6. Termination

In the event the Artwork is permanently removed from the Location, the Agreement will become immediately void.

7. Default.

In the event any Party defaults in its obligations under the terms of this Agreement, in addition to all other remedies available, any non-defaulting Party can declare, at its option, this Agreement to be null and void. Should a non-defaulting Party choose to enforce this Agreement, it shall be entitled to all costs and fees, including attorney's fees and costs, incurred to enforce the terms hereof.

8. Indemnification.

Each party is responsible and liable for its own wrongful and negligent acts.

9. Complete Agreement.

This constitutes the entire agreement of the Parties and cannot be altered, assigned or sublet except in writing signed by both Parties.

10. Severability, Waiver.

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of any subsequent breach of the same by the other Party. In the event that any

part of this Agreement shall be determined unlawful or invalid by a court of competent jurisdiction then the remaining provisions shall continue in full force and effect.

11. Titles and Captions.

The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

12. Authorization.

Each of the Parties executing this Agreement represents that it has taken all the steps necessary to make this Agreement binding upon it. Each individual signing this Agreement represents that he has been duly authorized by appropriate action of the governing body of the Party for which he signs to execute and deliver this Agreement in the capacity and for the entity set forth where he signs and that as a result of his signature, this Agreement shall be binding upon that Party for which he signs.

[Signature Page to Follow]

IN WITNESS WHEREOF, City and Agency have executed this Agreement on the dates set out below.



MIDVALE CITY

By: JoAnn B. Seghini
JoAnn B. Seghini, Mayor

ATTEST:

By: Roni L. Andreason
Roni L. Andreason, MMC
City Recorder

Date signed: March 16, 2015



REDEVELOPMENT AGENCY OF MIDVALE CITY

By: JoAnn B. Seghini
JoAnn Seghini, Chief Administrative Officer

By: Kane Loader
Kane Loader, Executive Director

Date Signed: March 16, 2015