

COTTONWOOD HEIGHTS

RESOLUTION NO. 2016-30

A RESOLUTION APPROVING AN "EVENT PROPOSAL" CONTRACT WITH CUSTOM EVENTS, INC. FOR 2016 BUTLERVILLE DAYS

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met on 26 April 2016 to consider, among other things, approving and ratifying a contract and an amendment thereto (collectively, the "Agreement") with Custom Events, Inc. ("Provider") whereunder the City would retain Provider to provide and oversee various games and events 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 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. 2016-30, shall take effect immediately upon passage.

PASSED AND APPROVED this 26th day of April 2016.



ATTEST:

By Linda W. Dunlavy, Recorder

COTTONWOOD HEIGHTS CITY COUNCIL

By Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	<input checked="" 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 26th day of April 2016.

RECORDED this 26 day of April 2016.

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****Provider will sell tickets @ 1 for \$0.25(Red). Provider will also offer a 1 day unlimited ride pass for \$13.00(Blue), and a 2 day unlimited ride pass for \$20.00(Orange). Provider will take all forms of payment including cash, credit card, and checks. Provider will also have enough staff on site to help with any lines at the ticket booth to keep lines to a minimum. Provider will have proper tents and signage at the ticket booths and rides to help the flow of the lines.**

****Provider will provide the City with 100 free wristbands to give as incentive for Event volunteers. All unused wristbands must be returned to Provider at the end of the Event.**

****Provider will pay the City 15% of all monies paid to Provider for any and all sales of Provider's goods and services at the Event.**

****Provider will set up, staff, and clean up all attractions and booths. Provider will also provide its own power for all attractions.**

****Those operating the rides for Provider will be at least 16 years old.**

****Provider will provide the cell phone number and contact information for Provider's manager in charge of Provider's activities at the Event. Such manager shall be readily available to take City's calls throughout the Event.**

****Provider will keep at least two managers in front of the rides to enforce extra safety precautions and obtain medical assistance from the UFA medical tent for any of Provider's customers needing such assistance.**

****Provider will not run any carts or motorized vehicles during the Event.**

****Provider operates all equipment according to manufacturer, and insurance specifications. Provider will not be held liable if wind, weather, or other acts of nature affect its ability to perform at the Event, as there is no minimum fee for performance Provider agrees that the City will not be responsible for any setup costs for services.**

**Provider schedules the use of attractions on a first come, first serve basis. The equipment on this proposal is not guaranteed unless a signed copy is received and confirmed by Provider.*

PROPOSAL ACCEPTED by the city of Cottonwood Heights effective 26 April 2016.

ATTEST:

By: _____

Linda W. Dunlavy, Recorder

By: _____

Kelvyn H. Cullimore, Jr., Mayor

AGREED TO AND ACCEPTED by Custom Events, Inc. effective 26 April 2016.

By: _____

Amendment to “Custom Events” Event Proposal

THIS AMENDMENT (this “*Amendment*”) is entered into effective 26 April 2016 between **CUSTOM EVENTS, INC.**, a Utah corporation (“*Provider*”), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality (“*City*”), and shall be deemed to amend the “Event Proposal” (the “*Agreement*”) that is attached to this Amendment.

Section 1. **Background.** City has scheduled its annual “Butlerville Days” community event (the “*Event*”) for 22-23 July 2016 on the public property surrounding the Cottonwood Heights Recreation Center near 2700 East 7500 South in the City (the “*Event Site*”). As part of the Event, City desires to provide recreational opportunities to Event participants in the form of rides, games, face-painting and other activities. Provider is in the business of providing such services, and has proposed to provide (as specified in the Agreement) all necessary or advisable equipment, facilities, supervision, etc. for such activities in connection with the Event (collectively, the “*Event Services*”).

Section 2. **Amendments.** By their signatures below, the parties mutually accept and enter into the Agreement, subject to the following modifications:

(a) **Insurance.** Provider shall maintain in full force and effect a broad form comprehensive workmen’s compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Event Services (i.e.—whether equipment-based, supervision-based, or otherwise) in connection with the Event. Such policy shall be maintained on the minimum basis of One Million Dollars (\$1,000,000.00) combined single limit. Provider shall cause City and its officers, employees and other designees to be named as additional insureds under such policy, and shall provide to City a certificate evidencing such insurance coverage at least three days before the Event. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City may carry.

(b) **Hold Harmless Undertaking.** Provider agrees, covenants, and undertakes to indemnify, hold free and harmless, assume liability for, and defend City and its officers, employees, agents, servants and representatives (collectively, the “*Indemnitees*”) from any and all losses, costs, and expenses, including but not limited to monetary damages, attorney’s fees, investigative and discovery costs, court costs, fines, penalties, increased taxes, and all other sums, that any of the Indemnitees may incur, face, pay or become obligated to pay on account of any, all, and every demand for claim or assertion of liability, or any claim or action thereon, arising or alleged to have arisen out of any of the Event Services. The foregoing indemnities, etc. shall not, however, be deemed to waive or modify any rights, defenses, protections or limits of liability of City against third parties under the “Utah Governmental Immunity Act” (UTAH CODE ANN. § 63G-7-101, *et seq.*).

(c) **Sales; Payment; Records.** The Agreement authorizes Provider to sell ride tickets, wristbands and other goods and services for or at the Event, and requires Provider to remit to City 15% of all monies received by Provider from such sales (“*Sales*”). Within three business days after the Event, Provider shall (a) meet with City’s representative to discuss the results of Sales, cash received for each category of items offered by Provider, etc., and (b) remit to City its 15% portion of such Sales. Provider shall maintain accurate books and records concerning all Sales at the Event, and shall safeguard such records and make them available for City’s inspection promptly upon City’s request at any time during the six month period after the Event.

Section 3. **No Other Modifications.** Except as specifically amended and modified by

this Amendment, the Agreement shall be deemed unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

PROVIDER:

CUSTOM EVENTS, INC., a Utah corporation

By: _____
Jeffrey Mace, President

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST:

By: _____
Linda W. Dunlavy, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor