

**AGREEMENT
between
SALT LAKE COUNTY
and
UTAH ARTS ALLIANCE**

This Agreement is entered into this _____ day of _____, 202__, between Salt Lake County, a body corporate and politic of the State of Utah (“A&C”) and Utah Arts Alliance, a Utah Non-profit corporation, with its principal place of business at 663 West 100 South, Salt Lake City, UT 84104 (“UAA”). A&C and UAA may be referred to as “the parties.”

RECITAL

The Wild Wild Westside Arts Fest (“Event”) is a collaborative Event facilitated in partnership by Salt Lake County Arts & Culture (“A&C”) and the non-profit Utah Arts Alliance (“UAA”). It will be hosted by A&C at Mid-Valley Performing Arts Center in Taylorsville, UT on August 11 and 12, 2023. Event will elevate emerging artists and art forms, highlight contemporary expressions of diverse cultures, and focus on artists and cultures representative of the west-side of Salt Lake County. To do so, the Event will feature diverse performances, an Artist Market, food trucks, children’s activities, and will have offerings for guests of all ages. Event is being hosted with the intention of replicating and growing in future years, to represent and draw in more west-side Salt Lake County communities.

THEREFORE, the parties covenant and agree as follows:

1. SCOPE OF SERVICES

The services to be performed by each party are outlined in Exhibit A, attached.

2. CONSIDERATION

The Parties have obligations to each other as outlined in Exhibit A, attached. Event Revenues, as defined in the Statement of Work (total from all revenue sources) will be split equally (50/50) between the parties.

3. EFFECTIVE DATE/TERM

This agreement will become effective upon execution through and including the Post-Event take-down as contemplated in the Statement of Work, attached as Exhibit A.

4. INDEPENDENT CONTRACTOR AND TAXES

The relationship of A&C and UAA under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between A&C and UAA of employer and employee, partners, or joint venturers.

The parties agree that UAA's obligations under this Agreement are solely to the A&C. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

5. AGENCY

No agent, employee, or servant of UAA or A&C is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. UAA and A&C shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. UAA and A&C shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that UAA is an independent contractor.

6. COUNTY REPRESENTATIVE

A&C hereby appoints Matt Castillo as A&C Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by UAA under this Agreement.

7. CONTRACTOR REPRESENTATIVE

UAA hereby appoints Derek Dyer as UAA's representative in its performance of this Agreement. UAA Representative shall have the responsibility of working with the A&C to coordinate the performance of its obligations under this Agreement.

8. STANDARD OF PERFORMANCE/PROFESSIONALISM

UAA acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. UAA agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, UAA, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the A&C. UAA further agrees that it will not accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

9. INDEMNIFICATION

The UAA agrees to hold harmless and indemnify the A&C, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third parties, including the UAA, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, the UAA's breach of this agreement or any acts or omissions of or by the UAA, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this agreement. The UAA agrees that its duty to indemnify the A&C under this agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the A&C for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the A&C.

The Parties will require every performer participating in a high risk performance, as deemed by the County Risk Manager, at the Event to execute the release attached hereto as Exhibit B.

10. GOVERNMENTAL IMMUNITY

A&C is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (as in effect at any given time). The parties agree that A&C shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

11. NON-FUNDING CLAUSE.

A&C intends to request the appropriation of funds to be paid for the services provided by A&C under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the A&C's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the A&C as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of UAA, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by A&C under this Agreement, A&C shall promptly notify UAA of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

12. INSURANCE

12.1 A&C represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801 (2011).

12.2 UAA shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least 3 (three) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the A&C.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(i) Currently rated A- or better by A.M. Best Company;

—OR—

(ii) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as in effect at any given time.

C. UAA shall furnish certificates of insurance, acceptable to the A&C, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, UAA shall require its subcontractor, at no cost to the A&C, to secure and maintain all minimum insurance coverages required of the UAA hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, UAA shall provide a new certificate of insurance within 30 (thirty) days after being notified thereof in writing by the A&C, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the A&C.

F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 (thirty) days prior written notice to the A&C in a manner approved by the A&C District Attorney.

G. In the event UAA fails to maintain and keep in force any insurance policies as required herein, A&C shall have the right at its sole discretion to obtain such coverage and reduce payments to UAA for the costs of said insurance.

REQUIRED INSURANCE POLICIES.

UAA agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers’ compensation and employer’s liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, UAA shall require its subcontractor(s) similarly to provide

workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance on an occurrence form with the A&C as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the A&C, UAA, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from UAA's operations under this Agreement, whether performed by UAA itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the A&C as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

C. The UAA shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the UAA agrees not to operate a vehicle in connection with services rendered under this Agreement, the A&C shall not require the UAA to provide commercial automobile liability insurance.

13. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of the A&C has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of UAA or any member of their families shall serve on any A&C board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises UAA's operations, or authorizes funding or payments to UAA.

14. ETHICAL STANDARDS

UAA represents that it has not: (a) provided an illegal gift to any A&C officer or employee, or former A&C officer or employee, or to any relative or business entity of a A&C officer or employee, or relative or business entity of a former A&C officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07 (as in effect at any given time); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any A&C officer or employee or former A&C officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

15. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to A&C candidates. Salt Lake County Code of Ordinances §

2.72A (as in effect at any given time). UAA acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation, or other entity that is engaged in any contract with the A&C on the date of the contribution or has contracted with the A&C at any time during a one-year period prior to the date of the contribution is prohibited from making campaign contributions in excess of \$100 to A&C candidates during the term of the contract and during a single election cycle as defined in the ordinance. UAA further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

16. PUBLIC FUNDS AND PUBLIC MONIES

16.1 Definitions: “Public funds” and “public monies” mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in UAA’s possession.

16.2 UAA’s Obligation: UAA, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for the provision of services to Salt Lake County. UAA understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402 (as in effect at any given time), for misuse of public funds or monies. UAA expressly understands that A&C may monitor the expenditure of public funds by UAA. UAA expressly understands that A&C may withhold funds or require repayment of funds from UAA for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

17. AFFIDAVITS

Upon the execution of this Agreement and if requested by the A&C, UAA shall submit a sworn affidavit from each officer, employee, or agent of UAA who has been in contact or communicated with any officer, agent, or employee of A&C during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding by entering into any Agreement, participated in any collusion, or otherwise taken any action unauthorized by the governing body of the A&C, or in violation of applicable law.”

18. TERMINATION

18.1 Termination for Default. A&C may terminate this Agreement for an “Event of Default” as defined, upon written notice from A&C to UAA.

18.2 Termination by UAA for Default. UAA may terminate this Agreement for an Event of Default upon written notice from UAA to A&C.

18.3 Event of Default. As used in this Agreement, the term “Event of Default” means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a party fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

18.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, UAA or A&C shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

18.5 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

18.6 Termination for Convenience. This Agreement may be terminated by A&C for any reason or for no reason, upon not less than 30 days’ prior written notice to the UAA delivered in accordance with Section 29 stating A&C’s intention to terminate this Agreement. Upon such termination, UAA shall be paid for all services up to the date of termination. UAA agrees that the A&C’s termination for convenience will not be deemed a termination for default nor will it entitle UAA to any rights or remedies provided by law or this Agreement for breach of contract by the A&C or any other claim or cause of action.

19. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules, and regulations in the performance of its duties and obligations under this Agreement. UAA certifies it is in compliance with Utah Code Ann. 63G-27-201 (2021) and will remain in compliance for the duration of this Agreement. Any violation by UAA of applicable law shall constitute an Event of Default under this Agreement and UAA shall be liable for and hold the A&C harmless and indemnify the A&C pursuant to the terms of paragraph 9 above. UAA is responsible, at its expense, to acquire, maintain, and renew during the term of this Agreement all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

20. NON-DISCRIMINATION

UAA and any agent of UAA agree that they shall comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person, or any other person qualified to perform the services required under this Agreement.

21. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (“URS”)

A&C is a URS “participating employer.” Entering into an agreement with A&C may affect a URS retiree’s retirement benefits including, but not limited to, cancellation of the

retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Title 49 Chapter 11 (as in effect at any given time). In addition, UAA is required to immediately notify A&C if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. UAA shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

22. LABOR REGULATIONS AND REQUIREMENTS

UAA agrees to comply with all federal, state, and local labor laws. UAA shall indemnify and hold A&C harmless against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by UAA, its agents or employees.

23. EMPLOYEE STATUS VERIFICATION SYSTEM

If this Agreement was the result of a Request for Proposals by A&C, UAA shall register and participate in the Status Verification System before entering into a contract with the county as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. UAA is individually responsible for verifying the employment status of only new employees who work under UAA's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that UAA or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. The contractor shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. UAA's failure to so comply may result in the immediate termination of its contract with the A&C.

24. CONFIDENTIALITY

UAA shall hold all information provided to it by A&C for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of UAA's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of A&C. Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by UAA in performance of this Agreement shall also be held confidential by UAA. A&C shall have the sole obligation or privilege of releasing such information as required by law.

25. RESERVED

26. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

UAA acknowledges that A&C is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, A&C is required to disclose certain information and materials to the public, upon

request. UAA agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the A&C Representative for response by A&C.

Generally, any document submitted to A&C is considered a “public record” under GRAMA. Any person who provides to the A&C a record that the person believes should be protected under U.C.A §§ 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

27. ASSIGNMENT

UAA shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of A&C. A&C reserves the right to assert any claim or defense it may have against UAA and against any assignee or successor-in-interest of UAA.

28. SUBCONTRACTING

UAA agrees that it shall not subcontract to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express written consent of A&C.

29. NOTICES

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Salt Lake County Arts & Culture Division
Attn: Division Director
50 West 200 South
Salt Lake City, Utah 84101

CONTRACTOR: Derek Dyer
Utah Arts Alliance
663 West 100 South
Salt Lake City, UT 84104

30. TIME

The parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by A&C of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

31. ENTIRE AGREEMENT

A&C and UAA acknowledge and agree that this Agreement constitutes the entire integrated understanding between A&C and UAA, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

32. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

33. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

34. INTERPRETATION

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement); and
- B. Statement of Work (Exhibit A).

A&C and UAA agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited, or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

35. PAYMENT CARD DATA

If, under this Agreement, UAA processes payment card transactions on behalf of A&C, UAA agrees to comply with the Payment Card Industry's Data Security Standard and Countywide Policy 1400-7 - Payment Card Industry Data Security Standard.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

Salt Lake County

Utah Arts Alliance

By: _____
Mayor or Designee

By: Derek Dyer

Date: _____

Printed Name: Derek Dyer

Title: Executive Director

Date: 06/20/2023

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the UAA by authority of law and that this Agreement is binding upon the UAA. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973).

Reviewed and Advised as to Form and Legality:

Craig J.

Wangsgard

Digitally signed by Craig
J. Wangsgard

Date: 2023.06.20
09:59:05 -06'00'

Deputy District Attorney
Salt Lake County



Exhibit A

EVENT PARTNERSHIP STATEMENT OF WORK

“Wild Wild Westside Arts Fest”

Mid-Valley Performing Arts Center
2525 Taylorsville Blvd, Taylorsville UT 84129

August 11 (6-10pm) & 12 (12-10pm) 2023

Partnering Organizations:

Organization 1	Salt Lake County Arts & Culture
Contact Address	50 West 200 South, Salt Lake City, UT 84101
Primary Contact	Matt Castillo, Division Director Arts and Culture
Email	mcastillo@slco.org

Organization 2	Utah Arts Alliance
Contact Address	663 West 100 South, Salt Lake City, UT 84104
Primary Contact	Derek Dyer
Email	

Event Description:

The Wild Wild Westside Arts Fest (“Event”) is a collaborative Event facilitated in partnership by Salt Lake County Arts & Culture (“A&C”) and the non-profit Utah Arts Alliance (“UAA”). It will be hosted by A&C at Mid-Valley Performing Arts Center in Taylorsville, UT on August 11 and 12, 2023. Event will elevate emerging artists and art forms, highlight contemporary expressions of diverse cultures, and focus on artists and cultures representative of the west-side of Salt Lake County. To do so, the Event will feature diverse performances, an Artist Market, food trucks, children’s activities, and will have offerings for guests of all ages. Event is being hosted with the intention of replicating and growing in future years, to represent and draw in more west-side Salt Lake County communities.

A&C Responsibilities:

- **BUDGET:** In collaboration with UAA, allocate and adhere to a maximum Event expense budget of \$30,000; A&C to provide up to \$20,000 toward expenses, as well in-kind venue space and services detailed below (approx. \$7,500 in value).
- **MEETINGS:** Coordinate and facilitate planning meetings, ensuring that sub-group meetings (marketing, artist selection, pre-production, etc.) are appropriately delegated to relevant A&C OR UAA staff and conducted according to Event schedule

- **EVENT VENUE:** Provide venue for Event (Mid-Valley Performing Arts Center), including day prior to and day after Event for necessary set-up, staff training, and take-down, inclusive of the following internal on-site spaces:
 - Plaza
 - Lobby
 - Studio 5400 & backstage support spaces
 - Main Stage & backstage support spaces
 - Centennial Room
 - Parking Lot
- **EVENT STAFFING:** Support planning, coordination, and implementation of Event with A&C staff, performing the following:
 - Pre-Event planning & coordination of Event elements in collaboration with UAA staff (activities & performances, pre-production, marketing, selection committees, budget oversight, contracting, etc.)
 - Pre-Event technical orientation for production contractors and performance groups (as necessary) A&C technical directors
 - Event Day support for set-up & take down of Event elements, including Artist Market tape-off/tables/chairs/tents, fencing and stanchions, signage/banners, outdoor stage, etc.
 - Event Day assistance with technical set-up & take down, and general technical oversight and troubleshooting by venue technical directors.
 - Event Day attendee assistance and audience management by venue Patron Services staff
 - Event Day EMT staffing
 - Event Day coordination, and support and oversight of program elements, including at least one staff member to serve as dedicated overall Event Day co-coordinator. This staff member will assist in the determination, delegation, and oversight of other assisting staff, and will work in collaboration with provided UAA Event Day co-coordinator to ensure clear Event Day coordination & communication.
 - Event Day operations support of cleaning/venue maintenance during festival, and post-Event cleaning of venue interior/exterior, including payment of service.
 - Post-Event take-down and clean-up of venue.
- **PRODUCTION STAFF COORDINATION:** In collaboration with UAA, coordinate two (2) stage managers, one (1) lighting technician, and one (1) sound technician for performance spaces, and one (1) licensed rigger for aerial artists in lobby; manage contracting and processing payment; connect contracted production staff with venue technical directors for onboarding and Event Day support.
- **ARTIST & VENDOR SELECTION:** Create marketing collateral for artist and vendor call; promote artist and vendor call through A&C communication channels (social media, email, website); provide 1-2 A&C staff members, and coordinate with 2-3 community members to participate on selection panels for performers and Artist Market vendors; assist with selection panel facilitation (as needed).

- **ARTIST COORDINATION:** Coordinate and advance performer technical needs with production staff, and on Event Day connecting indoor performers (stage groups & aerial performers) to stage managers.
- **ARTIST CONTRACTING & PAYMENT:** Create and process contracts for each artist/group and process payments for each.
- **VENUE CONCESSIONAIRE COORDINATION:** Coordinate venue concessionaire to manage any alcohol sales and indoor concessions; manage all communication and concessionaire needs associated with food trucks at Event, as well as all other necessary on-site coordination and communication for Event Day.
- **EVENT MARKETING:** Promote Event through A&C communication channels, including website, social media, digital signage at A&C venues and with County partners, and email marketing; cover payment for social media advertising on A&C channels. In collaboration with UAA, identify and implement other advertising strategies, which may include other digital advertisement, print advertising, posters, etc.
- **EVENT GRAPHIC DESIGN:** Provide graphic design of Event collateral, including digital and physical pre-Event marketing assets, digital and physical Event Day assets, and other related requests. Graphic design will be planned and scheduled well in advance of the Event to provide adequate time for A&C graphic designer to complete projects.
- **EVENT DAY COLLATERAL:** Produce on-site Event Day collateral, including handling payment; provide hardware as available (may include 11x17 stand-up sign hardware, 24x46 a-frame hardware, 6' pop-up banners)
- **TAYLORSVILLE CITY LIAISON:** Communicate and coordinate as necessary with Taylorsville City.
- **ARTIST MARKET:** Provide Event Day assistance with vendor set up and management, as determined and directed by UAA Artist Market coordinator.
- **REVENUE:** Split Event revenues according to agreed upon percentages (below) and provide payment to UAA as required.

Financial Responsibilities

A&C will be responsible for the coordination and remittance of the following Event expenses:

- Artist fees
- Concessionaire buy-outs (as necessary)
- On-site Event Day signage and other printed collateral
- Production staff (2 stage managers, 1 lighting technician, 1 sound technician; 1 licensed rigger for aerial artist)
- Marketing costs through A&C channels
- Post-Event plaza cleaning

A&C is responsible for any cost overruns associated with these assigned expenditures. Both partners will work together to avoid any cost overruns and will communicate as soon as possible about a change in cost creating the need for a scope change or change to Event plans.

UAA Responsibilities:

- **BUDGET:** Work with A&C to allocate and adhere to maximum Event budget of \$30,000; UAA to provide up to \$10,000 toward expenses.

- **SPONSORSHIP:** Pursue fiscal support of Event through sponsorships and determine & coordinate sponsorship benefits with A&C prior to finalization of sponsors.
- **ARTIST & VENDOR SELECTION:** Create and manage artist and vendor application process, including management of and payment for Artist Market application tool; promotion of calls through UAA channels; coordination of artist & vendor juried selection process inclusive of committee communication, review scheduling, scoring rubric development, organization of application materials, and finalizing slate of selected artists and vendors with support from A&C (as needed).
- **EVENT STAFFING:** Support planning, coordination, and implementation with UAA staff, to perform the following:
 - Pre-Event planning & coordination of Event elements (Event activities & performances, pre-production, marketing, selection committees, budget oversight, contracting, etc.)
 - Pre-Event artist and vendor call & juried selection process coordination and communication
 - Pre-Event Artist Market coordination, including selection process, vendor communication, contracting, and collection of fees and application costs.
 - Artist Market management
 - Event Day support of set-up & take down of Event elements, including Artist Market tape-off/tables/chairs/tents, fencing and stanchions, signage/banners, outdoor stage.
 - Event Day attendee assistance (as needed)
 - Event Day coordination, and support and oversight of program elements, including at least one staff member to serve as dedicated overall Event Day co-coordinator. This staff member will assist in the determination, delegation, and oversight of other assisting staff, and will work in collaboration with provided A&C Event Day co-coordinator to ensure clear Event Day coordination & communication.
 - Post-Event take-down and clean-up of venue.
 - Any subcontracted individuals hired to fulfill these Event staffing responsibilities will be held to A&C's standard contracting provisions (indemnification, non-funding, code of conduct, insurance), and A&C should be consulted as these terms are being determined.
- **VENDOR COORDINATION:** After selection process, manage Artist Market vendor contracting after confirming details with A&C, which will be subject to standard A&C contracting provisions, including considerations for indemnification, non-funding, code of conduct, insurance, etc.; manage vendor communication and coordination leading up to Event; lead Artist Market vendor set-up and coordination on Event Day.
- **ARTIST COORDINATION:** Provide primary communication of Event details, requirements, and updates for indoor and outdoor artists prior to Event through application process; coordinate and advance performers' technical needs with A&C staff, communicate artist venue access information, and on Event Day coordinate outdoor performers (buskers and outdoor stage artists).
- **PRODUCTION STAFF COORDINATION:** In collaboration with A&C, coordinate two (2) stage managers, one (1) lighting technician, and one (1) sound technician for performance spaces, and one (1) licensed rigger for aerial artists in lobby; also coordinate necessary production staff (stage managers, lighting technicians, sound technicians) with Fringe performance groups and connect to A&C technical staff.

- SECURITY: Determine needs, schedule, and process payment for on-site security, in accordance with requirements for Event alcohol permitting obtained by venue concessionaire.
- EVENT FENCING: Determine needs and placement, secure, and process payment for event fencing, in accordance with requirements for Event alcohol permitting obtained by venue concessionaire and confirm details with A&C staff.
- ARTIST MARKET: Provide Market Coordinator staff to oversee planning, communication, and implementation; provide and coordinate transportation, set-up, take down, and distribution of up to 20 sets of tents/tables/chairs (as requested); create vendor map and distribute to A&C and participating vendors; oversee day-of vendor set-up and management, and post-market take-down & clean up.
- CHILDREN'S SPACE: Select and coordinate Children's Space activities, including pre-Event management and communication, Event Day set-up and management, and payment for services.
- OUTDOOR STAGE: Provide riser/stage set-up for outdoor stage area (as needed), as well as any other additional production needs, and confirm set-up with A&C venue staff.
- FOOD TRUCKS: Select and coordinate Event Day food trucks, including communication with A&C venue staff to ensure approval of locations and schedule, including payment of any related buy outs/guarantees (as needed); coordinate with A&C for promotion of food trucks.
- REVENUE: Split Event revenues according to agreed-upon percentages (below) and provide payment to A&C as required.

Financial Responsibilities

UAA will be responsible for the coordination and remittance of the following Event expenses:

- Fencing & security for event in accordance with concessionaire alcohol permit requirements
- Additional seating/risers/etc. for performance spaces (as needed)
- Children's Area Coordinator/Coordinating organization
- Artist & vendor application and juried selection tools
- Any necessary food truck fees, buy outs, or guarantees.

UAA is responsible for any cost overruns associated with these assigned expenditures. Both partners will work together to avoid any cost overruns and will communicate as soon as possible about a change in cost that creates the need for a scope change or change to Event plans.

Revenue & Payments:

Event revenue includes:

- Revenue percentage from Happy Camper alcohol sales
- Event-specific sponsorships
- Artist Market vendor booth fees (excepting Artist Market Zapplication going directly to Zapplication costs; Artist Market equipment rental fees going toward usage and transportation costs of rental items)

Event revenues will be split 50% (UAA)/50% (A&C) between the two organizations.

UAA and SLCo A&C agree to keep records of revenues and expenses incurred to appropriately calculate revenue share amounts or fees due hereunder and shall make such records available to both parties for inspection and copying.

Exhibit B
SALT LAKE COUNTY “WILD WESTSIDE ARTS FEST”
PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY

Participant's Name: _____

1. I, being the above named person, being 18 or older in age, in recognition of the risk of injury while participating in the performances as part of the Wild Westside Arts Fest and as consideration for the right to participate in the arts fest event, do hereby for myself, my heirs, executors, administrators, assigns, or personal representatives knowingly and voluntarily enter into this waiver and release of liability (Agreement) and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of being on the premises, and do hereby release and forever discharge Salt Lake County and its affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns, business and its affiliates, managers, members, agents, attorneys, employees, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all liability, claims, demands, damages, actions, or causes of action now existing or which hereinafter may arise as a result of my participating in the event, whether any injury is caused by the negligence of the Salt Lake County, the negligence of myself or third parties, the conditions of the course or any other cause.

2. I understand that my voluntary participation in this event may lead to injuries to my person as a result of my performance at the Arts Fest and I do willingly accept the sole responsibility for my performance and any injuries that may arise out of my participation in this Arts Fest.

3. I agree to indemnify and hold harmless Salt Lake County against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorneys fees, if litigation arises on account of claims made by me or anyone on my behalf.

4. I recognize that various photographs, video recordings, and other media may be taken while on the premises. I agree to grant Salt Lake County full permission to use any photographs, video recordings, for any purpose deemed appropriate by Salt Lake County.

5. I acknowledge that this Agreement is the entire agreement between Salt Lake County and me, and that this Agreement cannot be modified or changed in any way by representations or statements of Salt Lake County or by me.

6. I hereby declare that I have read and fully understand this Agreement in its entirety and that, by clicking below (or signing below), I assent to all of the terms and conditions contained in this Agreement.

Signed by Participant if 18 or older: _____