



WEBER COUNTY'S OGDEN MUSICAL THEATRE
AGREEMENT FOR SERVICES

1. Names and address of parties. This Agreement made on the 24 day of May, 2023, by and between WEBER COUNTY, hereinafter referred to as COUNTY, and **Kenneth Plain**, whose address is 2839 Van Buren Ave. #4; Ogden, UT 84403, hereinafter referred to as CONSULTANT.
2. County hereby engages the services of CONSULTANT in the capacity of **Musical Director** for the production of **Music Man**.
3. Duties and Obligations of CONSULTANT:
 - A. CONSULTANT agrees to perform the duties listed in Exhibit A.
4. Duties and Obligations of the COUNTY:
 - A. CONSULTANT shall be paid in full on the opening night of the event in the amount of \$4,000.00 for services rendered. Payment shall be made no sooner than July 28th, 2023.
5. In the performance of this Agreement, the CONSULTANT shall at all times operate as an independent contractor and not as an employee of the COUNTY. All persons employed by the CONSULTANT in the performance of services hereunder shall be under the sole and exclusive direction and control of CONSULTANT. And for no purpose shall they be considered the employees of the COUNTY. CONSULTANT shall be responsible for and shall promptly pay all federal, state, municipal taxes chargeable or assessed with respect to CONSULTANT's employees, including, not by way of limitation, social security, unemployment, federal and state withholding, and other taxes.
6. The rights and obligations of the CONSULTANT hereunder shall not be assigned by the CONSULTANT without prior consent in writing of the COUNTY. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
7. In the event of any breach of this Agreement, the party at fault shall pay all costs of enforcing the provisions of this Agreement including attorney's fees.



8. This Agreement contains the entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties, except by a written amendment signed by both parties.
9. This Agreement shall be governed by and interpreted under the laws of the State of Utah. All disputes or litigation arising from or in connection with this Agreement shall be heard in the courts of the State of Utah, with venue in Weber County.
10. WORKER'S COMPENSATION (Please initial the one applicable to your event):
 - _____ A. CONSULTANT WITH EMPLOYEES AND/OR SUB-CONTRACTORS:
CONSULTANT agrees to secure and maintain for the entire term of this agreement worker's compensation insurance for any employee or CONSULTANT working to provide services under this agreement (Utah Code Ann. § 34A-2-201) and provide the COUNTY with a certificate of that insurance coverage at least two weeks prior to the event. In addition, a CONSULTANT coming from outside of Utah shall obtain and provide an extraterritorial certificate and/or Utah endorsement from an authorized officer of the industrial commission or other department of the other state that certifies the CONSULTANT is insured in the other state and that any employee or sub-contractor will be covered while working in Utah. Utah Code Ann. § 34A-2-406.
 - KP B. CONSULTANT WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS:
CONSULTANT certifies that CONSULTANT is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to workers compensation insurance requirements. CONSULTANT agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.
11. If CONSULTANT is unable to complete the services required under the contract due to illness, or any other cause, County shall have the right to terminate the contract. In the event of aforementioned termination, CONSULTANT shall be paid up to and including the last day of services rendered, and at an amount commensurate with the services rendered. If the production is abandoned by County at any time, for any reason, CONSULTANT shall be paid, up to and including, the last day of services rendered, and at an amount commensurate with the services rendered.
12. It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the remaining provisions will be valid and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.



IN WITNESS WHEREOF the parties to this Agreement have executed the same as of the day and year first above written.

Dated this 24 day of May, 2023.

CONSULTANT

Kenneth W. Stein 05/24/23
[Name] Date

Maurie Tarbox 5-23-23
Maurie Tarbox, Artistic Director Date

Kassi Bybee 6/1/23
Kassi Bybee, OECC / PET General Manager Date

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott Jenkins, Chair

Commissioner Jenkins voted _____
Commissioner Froerer voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA, Weber County Clerk/Auditor