

A RESOLUTION APROVING AN AGREEMENT BETWEEN BLUFFDALE CITY AND PROVIDER SERVICES INC PROVIDING FOR THE STORAGE OF THEATER COSTUMES

WHEREAS, Bluffdale City has a need to store costumes used for theatrical production; and

WHEREAS, it is in the best interest of Bluffdale City to contract for the storage of costumes used for theatrical production; and

WHEREAS, Provider Services Inc. is in the business of providing storage space for items lake those used in theatrical productions;

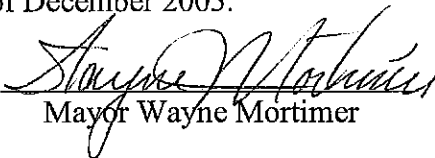
Now, Therefore be it Resolved by the Bluffdale City Council:

Section 1. Execution The Mayor is authorized and directed to execute the Agreement between Bluffdale City and Provider Services Inc. for the storage of theater costumes.

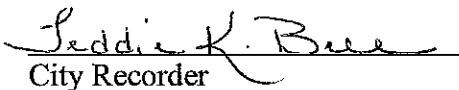
Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all sections, parts and provisions of this Resolution shall be severable.

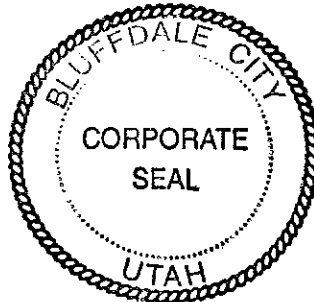
Section 3. Effective Date. This Resolution shall become effective immediately upon passage and authorizes and directs the Mayor to execute and cause to be delivered the same.

PASSED, ADOPTED, AND APPROVED the 27th day of December 2005.

By. 
Mayor Wayne Mortimer

Attest:


City Recorder



Voting by the City Council: Aye Nay

Council Member Briggs	<u> x </u>	_____
Council Member Clark	<u> x </u>	_____
Council Member Kelly	_____	<u> x </u>
Council Member Maxfield	<u> x </u>	_____
Council Member Speed	_____	<u> x </u>

DRAFT FOR DISCUSSION PURPOSES ONLY

**AGREEMENT PROVIDING FOR THE
STORAGE OF THEATER COSTUMES**

This Agreement is made and entered into this 27 day of November, 2004, by and among the City of Bluffdale, Utah, a municipal corporation of the State of Utah, referred to in this agreement as ("Bluffdale") and Provider Services, Inc., a Utah corporation doing business as "Broadway Attire for Hire" at the location 1952 West 13846 South, Bluffdale, Utah 84065. Provider Services, Inc. is hereinafter referred to as ("Broadway Attire").

WHEREAS, municipalities are authorized by Utah Code Ann. § 10-8-2 to purchase, hold, convey, and dispose of personal property for the benefit of the municipality, and

WHEREAS, the City, from time-to-time, acquires theatrical costumes sponsored or paid for by the City for theater productions and

WHEREAS, the City lacks sufficient storage space, expertise, and resources to store and adequately care for the costumes after they are used, and

WHEREAS, Broadway Attire has the storage space, expertise, and resources necessary to store and maintain the theatrical costumes,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Broadway Attire shall store theatrical costumes acquired for shows sponsored or paid for by the City at 1952 West 13846 South, Bluffdale, Utah 84065. Theatrical costumes shall not be stored at any other location without the express consent of Bluffdale. Broadway Attire shall use its best efforts to maintain the costumes in a good condition, reasonable wear and tear excepted.

2. This Agreement shall include costumes acquired for past theatrical productions of PETER PAN, KISS ME KATE, WIZ OF OZ, and FOREVER PLAD, as well as shows that occur during the term of this Agreement.

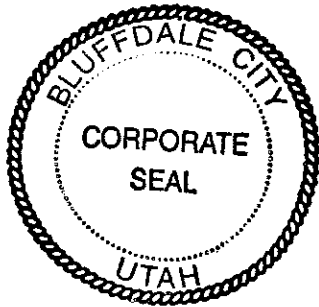
3. During the term of this Agreement, Bluffdale shall have access to and be entitled to remove the costumes from storage to use them for arts or municipal purposes upon providing Broadway Attire or its representative, Laura Garner, two weeks prior notice. After using the costumes, Bluffdale shall return them to Broadway Attire. In consideration for Broadway Attire storing and maintaining the costumes, and except during those periods of time when Bluffdale is using the costumes, Broadway Attire may use or lease the costumes for its own business purposes.

4. The term of this Agreement shall be for four years beginning with the date of this Agreement and ending four years later. This Agreement can be extended for an additional four-year term upon both parties signing a written consent to do so. Notwithstanding the foregoing, either party to this Agreement may terminate this Agreement for cause or no cause at all by providing the other party 30 days prior written notice. Notice to the City shall be addressed to the Mayor at the Bluffdale City Hall. Notice to Broadway Attire shall be to Provider Services, Inc. at 1950 West 13846 South, Bluffdale, Utah 84065. In the event of termination, Broadway Attire shall ~~gather up the costumes in storage and transport them to a storage site within Bluffdale as directed by Bluffdale, except that costumes which have been stored for more than four years shall be the property of Broadway Attire.~~ ^{ASSUME RETAIN ALL COSTUMS COLLECTED UP TO THE POINT OF TERMINATION}

5. This Agreement is for the benefit of Bluffdale and Broadway Attire only and is not intended to create any right, privilege, or cause of action in any third party.

6. This Agreement constitutes the entire agreement between the parties and no other promises or understandings expressed or implied shall be binding upon the parties. This Agreement may only be amended by a writing signed and executed by both parties.

7. In signing this Agreement, Bluffdale acknowledges its legislative body has determined that this Agreement provides for the prosperity, moral well being, comfort and convenience of Bluffdale's inhabitants.



BLUFFDALE CITY:

By: *Mayor J. Toliver*
Mayor or Designee

ATTEST:

By: *Seddie K. Bee*
City Recorder

Dated: 12-30-05, 2004

Provider Services, Inc.
dba Broadway Attire for Hire

By: *Laura Clark Garner*
Ruel R. Clark, President and Director
for Ruel Clark