



City of Ketchum

May 17th, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #20631 with Cuadro Nuevo

Recommendation and Summary

Staff is recommending City Council approve Contract #20631, with Cuadro Nuevo for a dance performance at the Ketchum Arts Commission (KAC) performance art event.

“I move to approve Contract #20631 with Cuadro Nuevo for the Ketchum Arts Commission performance art event.”

The reasons for the recommendation are as follows:

- Performance Art is a project of the Ketchum Arts Commission.
- This is the Arts Commission’s sixth Performance Art show.
- KAC’s mission statement includes celebrating the arts through performance.

Introduction and History

The Ketchum Arts Commission performance art projects have included Michael Marlin (juggler), Idaho Dance Theatre, LED and Ballet Idaho. This year, KAC plans to bring Cuadro Nuevo to perform a forty-minute dance performance, preceded by a thirty-minute public dance lesson, in Ketchum Town Square on Saturday, July 17, 2021.

Cuadro Nuevo is a performing group who draws inspiration from classical guitar, contemporary dance/art performance, cultural music, and Flamenco. They are focused on performing new and traditional works that represent the artists that comprise the group.

Financial Impact

There is no new financial requirement/impact for this contract. All costs will be funded through the FY20 Ketchum Arts Commission budget.

Attachments:
Contract #20631

INDEPENDENT CONTRACTOR AGREEMENT #20631

CUADRO NUEVO

THIS AGREEMENT made and entered this ____ day of ____ 2021, by and between the CITY OF KETCHUM, IDAHO, P.O. Box 2315, 480 East Ave. N. Ketchum, Idaho 83340, a municipal corporation (hereinafter referred to as "City"), and CUADRO NUEVO, 2062 Harrison Hills Drive, Boise, ID 83702 (hereinafter referred to as "Contractor").

FINDINGS

The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.

Pursuant to Idaho Code §50-301 and §50-302, The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

Contractor desires to enter into an Agreement with the City to provide such services consistent with the terms and conditions below.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

- 1. Description of Services.** Contractor will provide a twenty to thirty minute dance lesson to the public and a forty-five minute dance performance, with a minimum of three (3) to five (5) dancers/musicians, in Ketchum Town Square, on Saturday, July 17, beginning at 6:00p.m. Flamenco music is the choice of the dance artists for this free performance, open to the public and appropriate for all ages.

City will provide sound, stage, and sound engineer (if necessary). Staging will be on raised platforms above the pavers.

City will include the Cuadro Nuevo logo on all promotional materials, including newspaper, website, social media and other applicable media promotions. Contractor may provide artwork and photos for promotions run by the City; however, City is not required to use the materials.

- 2. Payment for Services.** In exchange for the Services, City shall pay Contractor a fee of Two Thousand (\$2,000) inclusive of all fees (for performance and lesson, including travel and

lodging) no later than end of performance on Saturday, July 17, 2021. City and Contractor reserve the right to terminate this agreement within sixty (60) days of the performance, in writing, with no penalty.

3. **Independent Contractor.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. The Contractor is not an employee of the City under the meaning or application of any Federal or State Unemployment or Insurance Laws or Workers' Compensation Laws, and Contractor shall assume all liabilities and obligations imposed by any one or more of such laws. Contractor shall not have any authority to assume or create any obligations, express or implied, on behalf of the City.

4. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred by Contractor to any other party except upon the prior written consent of the City and approved by the Ketchum City Council.

5. **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.

6. **Insurance.** Contractor agrees to obtain and keep in force during its acts under this Agreement a professional liability insurance policy in the minimum amount of \$500,000 which shall name and protect Contractor, all of Contractor's employees, and protect the City, its officers, agents, employees and City Council from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the Contractor's acts. Contractor shall provide proof of coverage as set forth above to the City before commencing its performance as herein provided and shall require insurer to notify the City ten (10) days prior to cancellation of said policy.

The City and Contractor warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement.

7. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.

Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

CITY OF KETCHUM

CUADRO NUEVO

Neil Bradshaw, Mayor

Kelli Brown, Artistic Director

ATTEST:

Lisa Enourato

Interim City Clerk