



# Memo

**To:** Mayor and Hayden City Council

**From:** Suzanne Cano, Recreation and Community Events Director

**Date:** March 29, 2024

**Agenda Item:** 2024 Hayden Days Entertainment Agreement with James Lien, Rhythm Dawgs

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## **Agenda Item Location**

Consent: 2024 Hayden Days Entertainment Agreement with James Lien, Rhythm Dawgs

## **Recommended Action or Motion**

Staff recommends approval of the 2024 Hayden Days Entertainment Agreement with James Lien, Rhythm Dawgs.

## **Summary**

The City has been contracting with James Lien, General Manager of the Rhythm Dawgs since 2020 to provide entertainment on Saturday evening during Hayden Days. All previous contracts have been approved by City Council. This year, the Rhythm Dawgs have been scheduled for Saturday, July 27, 5:30-8:00 p.m.

## **Fiscal Impact**

Per the agreement, the City of Hayden will pay the Rhythm Dawgs \$2,750.00. This is the same cost as last year. The City obtains sponsorships to help offset the cost of entertainment during Hayden Days.

## **Budget Funding Source / Transfer Request**

Sponsorship monies are receipted into GL Account 110-750-41201 cc 1153, and the contract is paid from GL Account 110-721-58001 cc1153. Both accounts are named Community Special Events-Hayden Days.

## **Attachment**

The Hayden Days entertainment agreement with the Rhythm Dawgs is attached.

A handwritten signature in blue ink that reads "Suzanne Cano".

## HAYDEN DAYS ENTERTAINMENT AGREEMENT

The City of Hayden, a political subdivision of the state of Idaho, (hereinafter "CITY"), enters into this Agreement with James Lien, Rhythm Dawgs General Manager (hereinafter "ARTIST").

WHEREAS, the CITY wishes to provide a special event (hereinafter "Performance or Performances") at its property located at McIntire Family Park, 8930 N. Government Way, Hayden, Idaho, during the 2024 Hayden Days event under the direction of the city of Hayden;

WHEREAS, ARTIST possesses particular knowledge, talent, training and skill to provide certain public entertainment; and

WHEREAS, the CITY possesses property and has scheduled entertainment events to be held in conjunction with its annual Hayden Days event,

THEREFORE, the parties mutually agree as follows:

### 1. DUTIES OF ARTIST

- A. PERFORMANCE: ARTIST shall at such time on such days as it may be required, undertake its performance consisting of music and vocals.
- B. The Performance shall be conducted at the location assigned to the ARTIST by CITY. The ARTIST shall refrain from any lewd or obscene gesture or language during or as part of the performance.
- C. EQUIPMENT: ARTIST shall supply all equipment required for ARTIST's Performances and such staff required to run said equipment.
- D. INDEMNIFICATION: ARTIST agrees to indemnify, defend, and hold harmless CITY and all its officers, agents, and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the Performances and/or any activities of ARTIST, ARTIST's agents, employees, or representatives under this Agreement.
- E. DIRECTIVES: ARTIST shall comply with and abide by any reasonable and lawful directives issued by any authorized agent of the CITY.
- F. COMPLIANCE WITH LAW: ARTIST shall comply with and abide by all federal, state and local laws, rules, regulations and ordinances.
- G. HAZARDOUS WASTE: ARTIST shall be legally responsible for any hazardous waste it may generate or environmental contamination it may cause to CITY property by its performance and shall indemnify CITY therefore.
- H. SPONSORSHIP: ARTIST shall fully cooperate with the CITY and any sponsor that the CITY obtains for the Event. ARTIST shall do all things reasonably necessary to accommodate that sponsorship.

- I. ENDORSEMENTS: ARTIST shall make no commercial endorsements of any product or business during any performance at Hayden Days 2024, unless specifically approved in writing by CITY'S authorized agent.
- J. SUSPENSION/CANCELLATION: ARTIST shall be present at Hayden Days on Saturday, July 27, 2024, between 5:30 p.m. and 8:00 p.m. and shall be ready, willing, and able to perform each and every Performance under this Agreement. The CITY and ARTIST shall mutually determine and agree in good faith to delay, suspend, or cancel any of the ARTIST's Performances when conditions are present that would render the Performance or Performances impossible, hazardous, or unsafe.
- K. NONDISCRIMINATION: No person shall be discriminated against in the providing of the services herein under and the ARTIST shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, the ARTIST will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin in the performance of this Agreement. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.

## 2. DUTIES OF CITY

- A. SITE: The CITY shall provide stage area for the ARTIST's Performances.
- B. EQUIPMENT/SUPPLIES: The CITY shall provide electricity and bottled water during the ARTIST's Performances.
- C. PARKING AND ACCESS: The CITY will provide access to the event site for ARTIST'S vehicles before and after the referenced event. No vehicle movement will be allowed during times of the event except in cases of emergency.
- D. COMPENSATION: The CITY shall pay JAMES LIEN the sum of \$2,750.00 on Friday, July 19, 2024, which is eight days prior to the performance, as payment in full for ARTIST'S Performance. If ARTIST fails to perform, the entire \$2,750.00 shall be returned to the CITY on or before July 31, 2024.

## 3. MISCELLANEOUS PROVISIONS

### IT IS FURTHER UNDERSTOOD THAT:

- A. INDEPENDENT CONTRACTOR: The parties agree that ARTIST and all its employees are independent contractors of CITY and in no way employees or agents of CITY and are not entitled to workers compensation or any benefit of employment with the CITY. CITY shall have no control over the performance of this Agreement by ARTIST, except to specify the time and place of performance and the results to be achieved. ARTIST agrees to pay and be responsible for all taxes due from the compensation received under this Agreement.
- B. COMMISSION: There is to be no commission deducted from the payment for any other agent or agency.

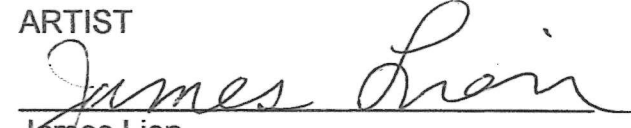
- C. JURISDICTION AND VENUE: This Agreement shall be governed and interpreted by the laws of the State of Idaho with venue in the County of Kootenai, State of Idaho.
- D. ATTORNEY FEES: In the event of any litigation arising under, or as a result of, this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.
- E. SEVERANCE: In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.
- F. MODIFICATION: This Agreement may be modified or amended only by a writing duly executed by both parties.
- G. MERGER: This writing embodies the entire agreement of the parties, and they expressly acknowledge that there are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.
- H. NOTICES: All notices required hereunder shall be given in writing by mail to:

CITY:  
 City of Hayden  
 8930 N. Government Way  
 Hayden, Idaho 83835

ARTIST:  
 James Lien, Rhythm Dawgs General Manager  
 2901 East Fernan Court  
 Coeur d'Alene, ID 83814

DATED this 24 (day) of January (month), 2024 (year)

CITY  
 \_\_\_\_\_  
 Alan Davis, Mayor

ARTIST  
  
 \_\_\_\_\_  
 James Lien  
 Rhythm Dawgs

ATTEST:  
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 Abbi Sanchez, City Clerk