

WEBER COUNTY'S OGDEN MUSICAL THEATRE AGREEMENT FOR SERVICES

- 2. County hereby engages the services of CONSULTANT in the capacity of **Special Artist Instructor** for the production of **Aida**.
- 3. Duties and Obligations of CONSULTANT:
 - A. Duties consist of instructing a Master Class on July 27th 2024 at Peery's Egyptian Theater. As well as assisting in three rehearsal with the cast and production team of Aida.
- Duties and Obligations of the COUNTY:
 - A. CONSULTANT shall be paid \$250 (4) for each class/training with OMT, ending in the balance of \$1,000 for services rendered. Consultant will be reimbursed up to \$600 for airfare. County will provide hotel lodging.
- 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.
 - 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.
- 13. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and CONSULTANT is not an employee of COUNTY. As such, any and all employment and income taxes are sole responsibility of the CONSULTANT.



IN WITNESS WHEREOF the parties to this A first above written.	Agreement have executed the same as of the day and year
Dated this18 day of June	_, 2024.
	CONSULTANT 6/18/2024
	Dawn Troupe Date
Maurie Tarbox, Artistic Director Date	Kassi Bybee, OECC / PET General Manager Date
	BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY
	By Jim Harvey, Chair
	Commissioner Harvey voted Commissioner Froerer voted Commissioner Bolos voted
ATTEST:	
Ricky Hatch, CPA, Weber County Clerk/Auditor	



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.		
	Dawn Louise Troupe-Masi			
	2 Business name/disregarded entity name, if different from above			
	Dawn L. Troupe			,
on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ✓ Individual/sole proprietor or □ C Corporation □ S Corporation □ Partnership □ Trust/estate		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
ns.	single-member LLC			Exempt payee code (if any)
typ	Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation, P=Partnership)		
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			Exemption from FATCA reporting code (if any)
eci	☐ Other (see instructions) ▶			(Applies to accounts maintained outside the U.S.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Reques	ter's name ar	nd address (optional)
See	401 W. Mount Pleasant Avenue			
0,	6 City, state, and ZIP code			
	Philadelphia, PA 19119			
	7 List account number(s) here (optional)			
Par	t I Taxpayer Identification Number (TIN)			
	your TIN in the appropriate box. The TIN provided must match the name		Social secu	urity number
	p withholding. For individuals, this is generally your social security number alien, sole proprietor, or disregarded entity, see the instructions for P			
	is, it is your employer identification number (EIN). If you do not have a ni			
TIN, la	r/N, later.			
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name		Also see What Name and	Employer i	dentification number
Numb	er To Give the Requester for guidelines on whose number to enter.			.
Par	t II Certification			
Under	penalties of perjury, I certify that:			
2. I an Ser	e number shown on this form is my correct taxpayer identification number n not subject to backup withholding because: (a) I am exempt from bact vice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and	kup withholding, or (b) I have it	not been no	tified by the Internal Revenue
3. I an	n a U.S. citizen or other U.S. person (defined below); and			
4. The	FATCA code(s) entered on this form (if any) indicating that I am exemp	from FATCA reporting is corn	rect.	
you ha	ication instructions. You must cross out item 2 above if you have been not ave failed to report all interest and dividends on your tax return. For real estabition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, but	ate transactions, item 2 does no ns to an individual retirement a	ot apply. For rrangement	mortgage interest paid, (IRA), and generally, payments
Sign Here		Date ▶	6/19/2	024
Gei	neral Instructions	• Form 1099-DIV (dividends, funds)	, including t	hose from stocks or mutual

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Kassi Bybee

From: Dawn L. Troupe <dltroupe@gmail.com>
Sent: Wednesday, June 19, 2024 8:01 PM

To: Kassi Bybee

Subject: Fwd: Your trip confirmation (PHL - SLC)

Attachments: Dawn Troupe Contract Aida.pdf; W-9 Added Jun 15 2023.pdf

CAUTION: This email originated from outside the OECC. Do not click links or open attachments unless you know the sender and are expecting the link or attachment. **Think Before You Click!**

Hi Kassi,

Here is the long awaited paperwork completed. My apologies for the delay. I've also attached my flight itinerary and costs. You'll notice I'm flying in a day early so I can get situated as soon as possible and to keep costs down, the later flight the next day was around 250+ additional dollars. I will take care of my hotel for my first night so no need to worry about that unless you guys can take care of costs. I'm looking forward more and more to working with you all and Mark and Marian have been sending updates to me, which are wonderful.

This week has been a bit slower so I am a bit more available so please lmk if I've forgotten something. The turn around will be more realistic. Btw, the attachments are below the ticket. See you soon.

Dawn L. Troupe

----- Forwarded message -----

From: American Airlines <no-reply@info.email.aa.com>

Date: Thu, May 23, 2024 at 8:28 PM

Subject: Your trip confirmation (PHL - SLC)

To: <<u>DLTROUPE@gmail.com</u>>



Your trip confirmation and receipt

Confirmation code: KSWFBB

Wednesday, June 26, 2024

~ PHL Philadelphia 7:08 PM

AA 2630

SLC 0 Salt Lake City

10:04 PM

Seat: 13F

Class: (Q) **Economy**

Meals: Food for purchase

Sunday, June 30, 2024

~ SLC Salt Lake City 11:59 PM

AA 164



PHL

Philadelphia 6:15 AM

Seat: 13A

Class: Economy (N) Meals: Refreshment

△ Flight arrives Monday, July 1, 2024

Manage your trip

Earn 50,000 bonus miles* Plus great travel benefits. Terms Apply. Learn more



Your purchase

Dawn Troupe Masi - AAdvantage® #: 4MW****

New ticket (0012143959364)

\$557.95

[\$490.93 + Taxes & carrier-imposed fees \$67.02]	
Preferred seat (PHL-SLC) Document #: (0010651905646) [\$22.43 + Taxes & carrier-imposed fees \$1.68]	\$24.11
Preferred seat (SLC-PHL) Document #: (0010651905646) [\$22.43 + Taxes & carrier-imposed fees \$1.68]	\$24.11

Total cost	\$606.17
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Your payment

MasterCard (ending 8640) \$606.17

Total paid \$606.17

Bag information

Checked Bag (Airport)

PHL - SLC

1st bag No charge 2nd bag \$45.00

Checked Bag (Online*)

PHL - SLC

1st bag No charge 2nd bag \$45.00

PHL - SLC

Maximum dimensions: 62 inches or 158 centimeters calculated as (length + width + height)

Maximum weight: 50 pounds or 23 kilograms

For information regarding American Airlines checked baggage policies, please visit: Bag and optional fees

Bag fees apply at each Check-in location. Additional allowances and/or discounts may apply. Bag and optional fees

If your flight is operated by a partner airline, see the other airline's website for carry-on and checked bag policies.

*Online payment available beginning 24 hours (and up to 4 hours) before departure.

Carry-on bags (American Airlines)

1st carry-on

Includes purse, briefcase, laptop bag, or similar item that must fit under the seat in front of you.

2nd carry-on

Maximum dimensions not to exceed: 22" long x 14" wide x 9" tall ($56 \times 35 \times 23$ cm).



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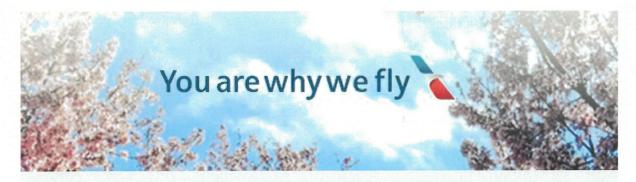


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