

Grand County
"Events Contract"
84 N 100 E, Moab, Utah 84532
435-259-1370

CONTRACT # 3-2022

- A. **CONTRACTING PARTIES:** This agreement ("Contract") is between Grand County, and the following Contractor Blaze Adventure ("Contractor"),
- B. **GENERAL PURPOSE OF CONTRACT:** The funding provided hereby is a grant to encourage private organizations to offer events in an effort to bolster the tourism economy.
- C. Your event project is – Moab Canyon Endurance Ride ("Event Project") and the scope of work of the Event Project is defined in Section 1 of Addendum B attached hereto.
- D. **CONTRACT PERIOD:** This Contract is effective August 1, 2022 and will terminate 60 days after completion of Event Project, unless otherwise extended or terminated in accordance with the terms and conditions of this Contract.
- E. **CONTRACT COSTS:** CONTRACTOR will be paid up to the sum of \$3,000 for expenses incurred by the Contractor in performing under the contract for which Grand County will reimburse.
- F. **ADDENDUM INCLUDED AS PART OF THIS CONTRACT:**
The following Addenda to this Contract contain additional terms which are incorporated into this Contract by this reference.
- i. Addendum A - Standard Terms & Conditions
 - ii. Addendum B - Special Requirements
- In the event of conflict between the provisions of Addendum A and the provisions of other attachments to this Contract, the provisions of Addendum A shall prevail.
- G. **COMPLETE ON COST REIMBURSEMENT CONTRACTS ONLY:** The following audits and reviews are required of this Contract:
- Financial: Yes X No _____
 - Program Compliance: Yes X No _____
 - Copy of Event Project Survey and Results: Yes X No _____
 - Other: _____

Audits and reviews must be submitted to the Grand County at the termination of the Contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR:

Grand County Commission:

BY Mitchell S Smith

BY _____

Title Owner / Ride Manager

Title _____

Date 8/18/2022

Date _____

ADDENDUM A
CONTRACT STANDARD TERMS AND CONDITIONS

1. **GOVERNING LAW AND JURISDICTION:** This Contract, and the application or interpretation thereof, shall be governed exclusively by its term as and by the laws of the State of Utah without giving effect to the conflict of laws provisions thereof. The parties agree that in any action relating to or arising from this Agreement, the State of Utah is hereby designated as the proper jurisdiction and venue to hear such action. The parties hereby agree to bring any such action before the Seventh Judicial District Court, Grand County, State of Utah and, in addition, to submit themselves to the jurisdiction of the Courts in the State of Utah.
2. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. The CONTRACTOR shall retain these records for at least four years after the contract expires.
3. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow Grand County access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the Grand County, unless disclosure has been made in accordance with State and Grand County requirements.
5. **CONTRACTOR DEEMED INDEPENDENT CONTRACTOR:** CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied to bind the Grand County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the Grand County, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the Grand County. The CONTRACTOR shall be responsible for the payment of all income tax, social security, state and federal withholdings and all other like payment amounts due as a result of payments received from the Grand County for these Contract services. Persons employed by the Grand County and acting under the direction of the Grand County shall not be deemed to be employees or agents of the CONTRACTOR.
6. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the Grand County, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the Grand County's sole negligence.
7. **COMPLIANCE WITH LAW**
 - i. State and County Statutes and Regulations: CONTRACTOR agrees to comply with all applicable State and County code regulations.
 - ii. Federal Code Regulations: CONTRACTOR agrees to comply with all Federal code regulations, including, but not limited to the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the

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CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

8. **SEVERABILITY CLAUSE**: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
9. **AMENDMENTS AND WAIVER**: This Contract may not be amended, modified, or supplemented nor may any rights hereunder be waived except by an instrument in writing, executed by the parties hereto, and attached to the original signed copy of the Contract.
10. **DEBARMENT**: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the Grand County and State of Utah.
11. **TERMINATION**: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
12. **NO PRESUMPTION**: Should any provision of this Contract require judicial interpretations, the Court interpreting or consulting the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the party of who itself or through its agents prepared the same, it being acknowledge that both parties have participated in the preparation hereof.
13. **RETURN OF EVENT GRANT FUNDING**: The parties agree and acknowledge that should the proposed Event Project not be completed as outlined in the Contract, all Event Grant funding received for this Event Project must be returned to the Grand County immediately.
14. **RELEASE AND WAIVER OF CLAIMS**: To the extent permitted by law, CONTRACTOR hereby releases and waives all claims, demand, damages, causes of action against GRAND COUNTY and/or GRAND COUNTY's agents and employees for injury, death, or damage to person, property or business sustained in or about or as a result of use of the facilities by CONTRACTOR, it agents, employees, invitees, customers or other occupants or users of the Facilities which injury or damage results from any act, occurrence, or condition about the Facilities whether such act is caused by Grand County, other person, unrestrained or unmanageable animals, any act of nature, or any other circumstance, related or unrelated to the PROJECT EVENT.

ADDENDUM B
SCOPE OF WORK AND SPECIAL PROVISIONS

1. **SCOPE OF WORK**: The funding provided by this Contract is to match funding provided by CONTRACTOR and will allow CONTRACTOR to create or enhance an Event Project, to encourage the development and/or expansion of shoulder and/or slow season events to bolster the off-season economy in GRAND COUNTY. Grant applicants must provide an event marketing plan and budget, which states the dollar amount requested as well as the amount of cash and in-kind match they will provide. The parties acknowledge and agree that CONTRACTOR is responsible to secure any and all necessary licenses, permits, insurance, etc.
2. **MATCHING FUNDS**: CONTRACTOR agrees to provide matching funds up to the amount of \$3,000. Such funds will be provided by sources identified in CONTRACTOR'S approved application and must be received by CONTRACTOR prior to GRAND COUNTY'S distribution of funds to CONTRACTOR. CONTRACTOR agrees to provide proof of receipts of funds for which GRAND COUNTY will match if requested by GRAND COUNTY. All funding provided by GRAND COUNTY and match provided by CONTRACTOR must be used for the accomplishment of the EVENT PROJECT.
3. **REPORTS**: CONTRACTOR will provide the GRAND COUNTY with two written progress reports. The first such report shall be due one month from the date of first receipt of funds hereunder. The second report shall be due with final invoice for completed EVENT PROJECT. Such reports shall describe progress toward completion of the EVENT PROJECT and financial detail outlining expenditures of funds to date. Failure to submit reports on a timely basis, or failure to meet the requirements of the guidelines may result in withholding of payment by the GRAND COUNTY. Such reports and any and all other information related to the EVENT PROJECT may be utilized by GRAND COUNTY at its sole discretion.
4. **DISBURSEMENTS**: If the proceeds generated from the EVENT PROJECT are to be donated to an organization, foundation, charity or group, the entire grant amount distributed by GRAND COUNTY to the CONTRACTOR is to be repaid to the GRAND COUNTY before the proceeds are distributed.
5. **SCHEDULE OF PAYMENTS AND COMPLETION OF PROJECT**: Subject to CONTRACTOR meeting the matching funds requirements of Paragraphs 2 and 3 above, GRAND COUNTY agrees to pay CONTRACTOR up to \$3,000 for performance of the EVENT PROJECT, in two increments of up to \$1,500 each. The first installment shall be paid to CONTRACTOR upon execution of the Contract and receipt of an invoice from CONTRACTOR within 30 days of receiving the initial contract. The final installment shall be paid upon completion of the EVENT PROJECT, receipt of final EVENT PROJECT report and CONTRACTOR'S invoice. CONTRACTOR agrees to complete the EVENT PROJECT (submit final report and final invoice) within sixty (60) days from the final day of the event. Failure to meet the deadlines set forth will result in forfeiture of the grant funds at either deadline.
6. **CONTACT PERSON**: Each party shall designate a Contact Person to be the point of contact between the parties for the purpose of facilitating performance of the Contract and completion of the EVENT PROJECT. GRAND COUNTY hereby designates August Granath, Executive Director, Grand County Economic Development as GRAND COUNTY'S Contact Person.

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7. **INSURANCE:** CONTRACTOR agrees to maintain liability insurance, providing general liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 total coverage to insure both CONTRACTOR and GRAND COUNTY from all claims for personal injury, including death, to employees, participants, spectators and property damage. CONTRACTOR agrees that it must provide GRAND COUNTY with a copy of its insurance policy and affidavit of coverage before it can use the Facilities.

8. **DAMAGE TO FACILITIES:** CONTRACTOR assumes full and complete responsibility, regardless of the cause, for any and all damage to the facilities during its use of the facilities under the Contract.