



NORTH SUMMIT RECREATION SPECIAL SERVICE DISTRICT CONTRACT

Contract # _____

1. CONTRACTING PARTIES: This CONTRACT is between North Summit Recreation Special Service District, a body corporate and politic of the State of Utah, having an address of P.O. Box 783, Coalville, Utah 84017 (the “DISTRICT”) and the following Contractor (the “CONTRACTOR”):

Name		

Address		

City	State	Zip

- LEGAL STATUS OF CONTRACTOR
- Sole Proprietor
 - Non-Profit Corporation
 - For-Profit Corporation
 - Partnership
 - Government Agency

Contractor Contact Name: _____ Phone # _____ Email: _____

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this Contract is to provide:
3. PROCUREMENT: This Contract is entered into pursuant to Chapter 9, Section V, Paragraph E of DISTRICT’s procurement policy.
4. CONTRACT PERIOD: Effective Date: _____ Termination Date: _____ unless terminated earlier or otherwise extended in accordance with the terms and conditions of this Contract. Renewal options (if any): _____.
5. CONTRACT COSTS: Contractor will be paid in accordance with Attachment C. The maximum amount of costs and fees authorized by this Contract is \$ _____. Prompt Payment Discount (if any): _____.
6. ATTACHMENT A: Summit County Standard Terms and Conditions for Goods or Services or Goods and Services
 ATTACHMENT B: Scope of Work (including, if applicable, RFP and RFP response)
 ATTACHMENT C: Fee Schedule
Any conflicts between Attachment A and B and the other Attachments will be resolved in favor of Attachments A and B.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract.
 b. North Summit Fire Service District Administrative Policies and Procedures.
8. Each person signing this Contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the

execution and delivery of this Contract and the performance of each party's obligations hereunder have been duly authorized and that this Contract is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, Contractor is registered with the Utah Department of Commerce and is in good standing.

The parties sign and cause this Contract to be executed on the date set forth below. This Contract becomes effective upon the signature of the District Manager or Acting Manager. This Contract may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. Further, executed copies of this Contract delivered by facsimile, email, DocuSign, Adobe Sign, or other electronic means shall be deemed an original signed copy of this Contract.

CONTRACTOR		DISTRICT	
<hr/>		<hr/>	
Contractor's signature	Date	_____[NAME]_____ District Manager or Acting Manager	Date
<hr/>			
Name and Title			

Approved as to form:

Ryan P.C. Stack
Deputy County Attorney

ATTACHMENT A

NORTH SUMMIT RECREATION SPECIAL SERVICE DISTRICT STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- (a) **“Confidential Information”** means information that is deemed as confidential under applicable state, and federal laws including personal information. North Summit Recreation Special Service District reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under county ordinances and state and federal laws.
- (b) **“Contract”** means the Contract Cover and Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
- (c) **“Contract Cover and Signature Page(s)”** means the North Summit Recreation Special Service District cover page(s) and signature page that North Summit Recreation Special Service District and Contractor sign.
- (d) **“Contractor”** means the individual or entity delivering the Services identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
- (e) **“Custom Deliverable”** means the Work Product that Contractor is required to deliver to North Summit Recreation Special Service District under this Contract.
- (f) **“NSRSSD”** means North Summit Recreation Special Service District, a body corporate and politic of the State of Utah.
- (g) **“Party or Parties”** means North Summit Recreation Special Service District and the Contractor.
- (h) **“Proposal”** means Contractor’s response to North Summit Recreation Special Service District’s Solicitation.
- (i) **“Records”** means all books, records, documents, statements, reports, data, information, and other material with respect to the matters covered, directly or indirectly, by this Contract, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract.
- (j) **“Services”** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in the North Summit Recreation Special Service District Administrative Policies and Procedures.

(k) **“Solicitation”** means the documents used by North Summit Recreation Special Service District to obtain Contractor’s Proposal.

(l) **“Summit County”** means Summit County, Utah, a body corporate and politic of the State of Utah.

(m) **“Subcontractors”** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor’s manufacturers, distributors, and suppliers.

(n) **“Work Product”** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contract’s Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by North Summit Recreation Special Service District. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any North Summit Recreation Special Service District, Contractor’s intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property.

2. GOVERNING LAW AND VENUE: This Contract has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each Party hereto that this Contract shall be governed by the laws, rules, and regulations of Summit County and the State of Utah, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Summit County, the Silver Summit District Court, Third Judicial District.

3. LAWS AND REGULATIONS: At all times during this Contract, Contractor and all procurement Items delivered and/or performed under this Contract will comply with all applicable Summit County, state and federal constitutions, laws, rules, ordinances, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

4. RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all Records and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These Records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall, at such times

and in such form as NSRSSD may require, make available for examination by NSRSSD, its authorized representatives, the State Auditor, Federal Auditors or other governmental officials authorized by law to monitor this Contract, all such Records. NSRSSD may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Contractor's activities, which relate directly or indirectly to this Contract.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify," applies to contracts issued through a request for proposal process and to sole source contracts.

- (a) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in NSRSSD in accordance with applicable immigration laws.
- (b) Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in NSRSSD in accordance with applicable immigration laws.
- (c) Contractor's failure to comply with this section will be considered a material breach of this Contract.

6. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of NSRSSD, unless disclosure has been made to NSRSSD.

7. INDEPENDENT CONTRACTOR:

- (a) Contractor and Subcontractor(s), in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of NSRSSD.
- (b) No agent, employee, or representative of Contractor or Subcontractor(s) shall be deemed to be an employee, agent, or representative of NSRSSD for any purpose, and the employees of the Contractor and Subcontractor(s) are not entitled to any of the benefits NSRSSD provides for its employees. The Contractor or Subcontractor(s) will be solely and entirely responsible for their acts and for the acts of their agents, employees, representatives during the performance of this Contract.
- (c) In the performance of the services herein contemplated Contractor and Subcontractor(s) are independent contractors with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of NSRSSD and shall be subject to NSRSSD's general rights of inspection and review to secure the satisfactory completion thereof.

8. INDEMNITY:

- (a) Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless NSRSSD from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance or failure to perform any aspect of

this Contract to the extent caused by any intentional wrongful act or omission, or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole intentional wrongful act or omission, or negligence of NSRSSD. The Parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property arising out of this Contract.

(b) The Contractor and Subcontractor(s) expressly agree that the indemnification provided herein constitutes the Contractor and Subcontractor(s) limited waiver of immunity as an employer under Utah Code §34A-2-105, as amended; provided, however, this waiver shall apply only to the extent an employee of the Contractor or Subcontractor claims or recovers compensation from NSRSSD for a loss or injury that Contractor or Subcontractor would be obligated to indemnify NSRSSD for under this Contract. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

9. EMPLOYMENT PRACTICES: Contractor agrees to abide by the Summit County Code, Title 1, Chapter 15B and federal and state employment laws, including: (a) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 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; (b) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (c) 45 CFR 90, which prohibits discrimination on the basis of age; and (d) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. If any assignment or subcontracting has been authorized by NSRSSD, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions of this section.

10. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the Parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

11. DEBARMENT: Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify NSRSSD within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. TERMINATION:

- (a) This Contract may be terminated, with cause by either Party, in advance of the specified termination date, upon written notice given by the non-defaulting Party to the Party in violation (the "Default Notice"). The Party in violation will be given ten (10) days after receipt of the Default Notice to cure the violation. In the event the Party in violation fails to cure, the non-defaulting Party may terminate the Contract for cause by sending the Party in violation a termination notice (the "Termination Notice").
- (b) This Contract may also be terminated without cause (for convenience), in advance of the specified termination date, by NSRSSD, upon thirty (30) days written termination notice being given to the Contractor (the "Termination for Convenience Notice").
- (c) NSRSSD and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.
- (d) On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.
- (e) Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the Termination Notice or Termination for Convenience Notice. Contractor agrees that in the event of a termination, the remedy and monetary recovery from NSRSSD is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall NSRSSD be liable to the Contractor for compensation for any services neither requested by NSRSSD nor satisfactorily performed by the Contractor. In no event shall NSRSSD's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to NSRSSD for any damages or claims arising under this Contract.
- (f) If the Contractor or any of its Subcontractor(s) have any property in their possession belonging to NSRSSD, the Contractor will account for the same, and dispose of it in a manner directed by NSRSSD.

13. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:

- (a) NSRSSD intends to request the appropriation of funds to be paid for the services provided by Contractor under this Contract. If funds are not available beyond December 31 of any effective fiscal year of this Contract, NSRSSD's obligation for performance of this Contract beyond that date shall be null and void. This Contract shall create no obligation on NSRSSD as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Contract or any event of default under this Contract and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit

of Contractor, its successors, or its assigns, as to this Contract, or any portion thereof, which may terminate and become null and void.

(b) If funds are not appropriated for a succeeding fiscal year to fund performance by Contractor under this Contract, NSRSSD shall promptly notify Contractor of said non-funding and the termination of this Contract, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

(c) Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of NSRSSD, if NSRSSD reasonably determines that a change in the Summit County Code, Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Contract.

(d) If a written notice is delivered under this section, NSRSSD will reimburse Contractor for the Services properly ordered until the effective date of said notice. NSRSSD will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. MODIFICATIONS TO TASKS: All work proposed by Contractor is based on current government ordinances and fees in effect as of the date of this Contract. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra costs” or deleted from the scope, at the option of NSRSSD.

15. SUSPENSION OF WORK: Should circumstances arise which would cause NSRSSD to suspend Contractor’s responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor’s responsibilities may be reinstated upon advance formal written notice from NSRSSD.

16. SALES TAX EXEMPTION: The Services under this Contract will be paid for from NSRSSD’s funds and used in the exercise of NSRSSD’s essential functions as a political subdivision of the State of Utah. Upon request, NSRSSD will provide Contractor with its sales tax exemption number. It is Contractor’s responsibility to request NSRSSD’s sales tax exemption number. It is also Contractor’s responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. CONTRACTOR’S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

(a) Workers’ compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract, at the following minimum: Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000.00) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000.00) each employee, Five Hundred Thousand Dollar (\$500,000.00) policy limit.

(b) Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than One Million Dollars (\$1,000,000.00) per person per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. Contractor agrees to increase the

limits of such insurance to at least the amount of the Limitation of Judgments described in Utah Code §63G-7-604, as amended and as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

(c) Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Contract, whether owned, non-owned, leased, or hired. The minimum liability limit must be Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

(d) Professional liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000.00) per occurrence. If written on a claims-made basis, the Contractor warrants that the retroactive date applicable to coverage precedes the effective date of this Contract; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this Contract is complete.

(e) Technology Errors and Omissions Insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) for damages arising from computer related services including but not limited to the following:

- Consulting;
- Data Processing;
- Programming;
- System Integration;
- Hardware or Software Development;
- Installation;
- Distribution or Maintenance;
- Systems Analysis or Design;
- Training; and
- Staffing or Other Support Services.

This policy shall include coverage for third Party fidelity, including cyber theft.

(f) NSRSSD shall be named as an additional insured on all insurance policies set forth in this section, with respect to work performed by or on behalf of Contractor and a copy of the endorsement naming NSRSSD as an additional insured shall be attached to the Certificate of Insurance. Should any of the above-described policies be cancelled before the expiration date thereof, Contractor shall deliver notice to NSRSSD within thirty (30) days of cancellation. NSRSSD reserves the right to request certified copies of any required policies. The additional insured protection afforded NSRSSD must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of NSRSSD.

(g) Contractor's insurance policies set forth herein shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (h) Certificates of Insurance, showing up-to-date coverage, shall be on file with NSRSSD before the Contract may commence.
- (i) NSRSSD reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

18. PUBLIC INFORMATION: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah Government Records Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2, as amended. Contractor gives NSRSSD express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by NSRSSD, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. NSRSSD is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. DELIVERY: All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to NSRSSD, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

20. ACCEPTANCE AND REJECTION:

- (a) NSRSSD shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by NSRSSD.
- (b) If Contractor delivers nonconforming Services, NSRSSD may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

21. INVOICING: Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to NSRSSD. The Contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by NSRSSD will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. NSRSSD has the right to adjust or return any invoice reflecting incorrect pricing.

22. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or NSRSSD Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by NSRSSD, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with NSRSSD within ten (10) business days of receipt of final payment, shall release NSRSSD from all claims and liability to the Contractor. NSRSSD's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that NSRSSD may have against Contractor. NSRSSD will not allow the Contractor to charge end users electronic payment fees of any kind.

23. TIME IS OF THE ESSENCE: The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to NSRSSD, and anyone for whom NSRSSD may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.

24. CHANGES IN SCOPE: Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both Parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

25. PERFORMANCE EVALUATION: NSRSSD may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. STANDARD OF CARE AND WARRANTIES: The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to NSRSSD for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against NSRSSD) by wrongful acts, errors, or omissions that do not meet this standard of care.

27. REVIEWS: NSRSSD reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

28. ASSIGNMENT: Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of NSRSSD. It is further agreed that said approval must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or subcontract. Any assignment or subcontract made without the prior express written approval of NSRSSD shall be deemed null and void.

29. REMEDIES: Any of the following events will constitute cause for NSRSSD to declare Contractor in default of this Contract: (a) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (b) Contractor's material breach of any term or condition of this Contract. NSRSSD may issue a Default Notice providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, NSRSSD may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract by giving a Termination Notice; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from NSRSSD; or (v) demand a full refund of any payment that NSRSSD has made to Contractor under this Contract for Services that do not conform to this Contract.

30. FORCE MAJEURE: Neither Party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that Party's reasonable control. NSRSSD may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. CONFIDENTIALITY:

- (a) If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify NSRSSD of any potential or actual misuse or misappropriation of Confidential Information.
- (b) Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend NSRSSD, including anyone for whom NSRSSD is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- (c) Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to NSRSSD or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. PUBLICITY: Contractor shall submit to NSRSSD for written approval all advertising and publicity matters relating to this Contract. It is within NSRSSD's sole discretion whether to provide approval, which must be done in writing.

33. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor will indemnify and hold NSRSSD harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against NSRSSD for infringement of a third party's copyright, trademark, trade secret, or other

proprietary right. The Parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

34. OWNERSHIP IN CUSTOM DELIVERABLES: In the event that Contractor provides Custom Deliverables to NSRSSD, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for NSRSSD and are specifically within the framework of fulfilling Contractor's contractual obligations under this Contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to NSRSSD, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to NSRSSD any and all copyrights in and to the Custom Deliverables, subject to the following:

- (a) Contractor has received payment for the Custom Deliverables;
- (b) Each Party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by laws to inventions models, designs and technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this Contract or that it develops or acquires from activities independent of the Services performed under this Contract ("Background IP"); and
- (c) Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (i) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (ii) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of NSRSSD (collectively, the "Residual IP").

Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by NSRSSD.

Contractor agrees to grant to NSRSSD a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for NSRSSD to use the Custom Deliverables. NSRSSD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for NSRSSD's internal purposes, such Custom Deliverables. For the goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants NSRSSD a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for NSRSSD's internal business operation under this Contract. NSRSSD may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

35. OWNERSHIP IN INTELLECTUAL PROPERTY: NSRSSD and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to NSRSSD.

36. WAIVER: No failure of the Parties to exercise any power given to it under this Contract, or to insist upon strict compliance by the other Party with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of that Party's right to demand exact compliance with those terms upon any subsequent default. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party.

37. PROCUREMENT ETHICS:

(a) Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to NSRSSD is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of NSRSSD, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

(b) Contractor represents that it has not: (i) provided an illegal gift to any NSRSSD officer or employee, or former NSRSSD officer or employee, or to any relative or business entity of a NSRSSD officer or employee, or relative or business entity of a former NSRSSD officer or employee; (ii) retained any person to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (iii) breached any of the ethical standards set forth in State statute; or (iv) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former NSRSSD officer or employee to breach any of the ethical standards set forth in State statute or NSRSSD ordinances.

(c) None of the funds, materials, property or services provided directly or indirectly under the Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

38. MISCELLANEOUS PROVISIONS: NSRSSD shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the agreed upon services.

39. DISPUTE RESOLUTION: Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. NSRSSD, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If NSRSSD

appoints such an expert or panel, NSRSSD and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

40. GOVERNMENTAL IMMUNITY: NSRSSD is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code §§ 63G-7-101, *et. seq.*, as amended. The Parties agree that NSRSSD shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Contract shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

41. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (URS): NSRSSD is a URS "participating employer." Entering into this Contract with NSRSSD may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code § 49-11-504-505, as amended. In addition, Contractor is required to immediately notify NSRSSD if a retiree of URS is the Contractor; or an owner, operator, or principal of the Contractor.

42. INTERPRETATION; NOTICES:

(a) The terms of this Contract constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party.

(b) Notice provided for in this Contract shall be sent by certified mail return receipt requested to the addresses designated for the Parties on the Contract Cover and Signature page(s). Notice is effective upon the date it was sent, except that a Termination Notice is effective upon receipt.

(c) All reference to "days" in this Contract shall mean calendar days.

43. CONTRACTOR EMPLOYEES: NSRSSD may, at its sole discretion, require the Contractor to remove an employee(s), agent(s), or representative(s) from employment on the Work Product. The Contractor may, however, employ that (those) individual(s) on other non-County related projects.

44. NO THIRD-PARTY BENEFICIARIES: No term or provision of this Contract or the attachments hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

45. SUCCESSORS AND ASSIGNS: This Contract shall inure to the benefit of, and will be binding upon, the Parties hereto and their respective successors and assigns.

46. ORDER OF PRECEDENCE: In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (a) this Attachment A; (b) Contract Cover and Signature page(s); (c) NSRSSD's additional terms and conditions, if any; (d) any other attachments listed on the Contract Cover and Signature Page(s); and (e) Contractor's terms and

conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of NSRSSD must be in writing and attached to this Contract or it is rendered null and void.

47. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice NSRSSD's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

48. SEVERABILITY:

(a) If, for any reason, any part, term, or provision of this Contract is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

(b) If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

49. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

50. ECONOMIC BOYCOTT: Contractor shall not engage in economic boycott activities for purposes that are solely related to furthering social, political or ideological interests as set forth in Utah Code §63G-27-201, or successor law ("Economic Boycott"). Further, if after entering into a Contract with NSRSSD, Contractor engages in an Economic Boycott, Contractor shall immediately notify NSRSSD in writing of such. The Contractor's notice may be grounds for termination of this Contract as the sole discretion of NSRSSD.

ATTACHMENT B

SCOPE of WORK

- Attend board meetings, take minutes, type minutes, prepare board agenda/packets, post agenda on required public websites
- Reserve board meeting rooms
- Assist with other administrative tasks as assigned

In collaboration with the Assist the Assistant Director to fulfil and not limited to the following list of duties:

- Plan, promote, and administer recreation programs based on the needs of the North Summit community.
 - Current youth recreation programs include baseball & softball, basketball, flag football, contact football, soccer, and volleyball.
 - Additional youth programs may also include things like dance, camps, special youth or adult tournaments, and other activities as fits current needs.
 - Other community services may include administering programs such as hunters' safety, concealed carry, ATV safety, and archery classes to name a few.
- Recruit, train, and supervise necessary personnel, including coaches, and event supervisors.
- Work with the Board to administrate the finances and develop and work within a budget.
- Secure and schedule athletic fields and facilities. Transport and sets up equipment for games and practices as needed; monitor and purchase necessary sporting equipment as budget permits.
- Oversee and create teams from paid and financially assisted registrations.
- Organize and conduct parent orientation meetings, and training and meetings for coaches.
- Oversee, develop and distribute team practice and game schedules; train and schedule sports officials; develop and distribute sports rules, guidelines and handbooks.
- Oversee updating of the website, registration system, and social media accounts.
- Purchase and distribute team uniforms and awards.
- Work with the Board to develop a mission, goals, and key performance indicators for the North Summit Recreation programs.
- Communicate with and under the supervision of the Board.

ATTACHMENT C

FEE SCHEDULE

Hourly Rate: \$30 per hour

Maximum allowed Hours: 20 hours per week

Contractor must track hours and submit a time sheet with a very short description of work.

Hours must be approved by the Board Chair, Vice Chair, or Treasurer on a biweekly basis.

Hours may vary each week and could be as low as 1 hour per week.