

**TOWN OF ALTA  
CONTRIBUTION AGREEMENT**

THIS CONTRIBUTION AGREEMENT (this “Agreement”) is effective as of July 1, 2021, by and between the TOWN OF ALTA, a municipal corporation (the “Town”), and ALTA CHAMBER VISITOR’S BUREAU, a Utah nonprofit corporation (“ACVB”).

**WITNESSETH:**

**WHEREAS**, the Town of Alta Town Council (the “Town Council”), as part of the Town’s budget process, from time to time appropriates funds to organizations offering services consistent with the needs and goals of the Town;

**WHEREAS**, pursuant to Utah Code Annotated Section 10-8-2, the Town Council hereby finds that appropriating Town funds as set forth herein provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the Town;

**WHEREAS**, the Town desires to provide funds to various charitable organizations in exchange for services provided to the community;

**WHEREAS**, the Town desires to provide funds to ACVB for support and administration of a marketing program to increase and support tourism in the Town, on the terms and conditions of this Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall be for one year, expiring on June 30, 2022.
2. **Contributions.**
  - (a) General Contribution: The Town shall appropriate to ACVB an amount not to exceed **\$42,000** over the term of this Agreement. The Town shall deliver to ACVB a semi-annual payment of **\$21,000** following execution of and the effective date of this Agreement.
  - (b) Contingent Matching Funds Contribution: The Town may appropriate additional funds in the event ACVB successfully secures matching funds. No such funds under this provision shall be considered or approved until ACVB presents its request to the Town Council in a public meeting and all other approval requirements are met.
  - (c) The Town is making the contributions and contingent contributions described in Section 2 (collectively “Contributions”) subject to the terms and conditions of this Agreement, including, without limitation, that the Contributions be used to facilitate the provision of the services described in Section 3 (the “Services”) of this Agreement. Any Contributions or portion thereof not used for the provision of the Services or in furtherance of this Agreement (collectively “Unused Funds”) shall be subject to Section 5 of this Agreement.

3. **Services.** In exchange for the Town's contribution, ACVB agrees to provide the following Services: marketing services to increase and support tourism in the Town.

4. **Record Keeping; Reports and Audits.**

(a) A representative from ACVB will regularly report to the Town Council on ACVB's activities and services. Such reports shall be made at least once annually, or more often as requested by the Town Council, on a schedule set by the Town Council.

(b) ACVB shall provide an annual written **financial compilation** report to the Town Council within 90 days of the end of the Town's fiscal year.

(c) ACVB agrees to keep accurate books and records of expenditures related to its operation. The Town reserves the right, for itself or for its independent auditor, to conduct an audit of ACVB's books and records at reasonable times and places during ordinary business hours. If the Town's funds have not been used as agreed herein, the Town shall be entitled to a full or partial refund of all funds not appropriately used.

5. **Dissolution.** The Contributions are conditioned upon ACVB returning any Unused Funds upon dissolution of ACVB. Upon dissolution of ACVB, any Unused Funds shall be considered a debt to the Town due and payable in conjunction with winding up ACVB's affairs under the Utah Revised Nonprofit Corporation Act.

6. **Indemnity.** ACVB agrees to defend, indemnify, and hold harmless the Town, its officers, agents, and employees from and against all losses and expenses, including costs and attorneys' fees, resulting from any injury, including death, to any person or damages to property of others arising out of the acts or omissions of ACVB in the performance of work under this Agreement.

7. **No Agency, Joint Venture, or Partnership.** This Agreement in no way creates any type of agency relationship, joint venture, or partnership between the Town and ACVB.

8. **Amendment.** This Agreement may be amended by an instrument in writing signed by both of the parties.

9. **Effective Date.** This Agreement is effective as of the date set forth above, regardless of the date of execution.

[Signatures on following page.]

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date set forth above.

**ALTA CHAMBER VISITOR'S BUREAU,**  
a Utah nonprofit corporation

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE TOWN OF ALTA,**  
a Utah municipal corporation

By \_\_\_\_\_

Harris Sondak, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Piper Lever, Town Clerk