

GRAND COUNTY GRANT CONTRACT
Moab Housing Fair Event Series

- 1. CONTRACTING PARTIES:** This contract is between GRAND COUNTY, referred to as the County, and the following Grantee:

Housing Authority of Southeastern Utah (HASU)
321 E Center St.
Moab, UT 84532

Federal Tax ID: 87-0498473
Legal Status of Contractor: Non-Profit Corporation

HASU Contact Person: Laura Harris
Title: Development Specialist
Phone #: 435-259-5891
Email: lharris@hasuhomes.org

COUNTY Contact Person: Ben Alter
Title: Economic Development Specialist
Phone #: 435-259-1372
Email: balter@grandcountyutah.net

- 2. GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide terms and conditions for Grantee's grant award to fund costs associated with a three-part "Moab Housing Fair" event series. The Grantee's funds are provided for through Grand County's Rural County Grant Part A \$200,000.00 award for the fiscal year 2022.
- 3. AUTHORITY:** This contract is entered into pursuant to the County's authority to administer funds under the Utah Governor's Office of Economic Opportunity's Rural County Grant, Utah law, and approval of the Grand County Commission on May 3rd, 2022 authorizing that \$126,000.00 of this grant award be used to fund "Workforce Housing Support" priorities.
- 4. CONTRACT PERIOD:** Six months from date of award
- 5. CONTRACT AMOUNT:** The County awards and the Grantee accepts a one-time grant award of twelve-thousand dollars (\$12,000.00) to be paid in one payment.
- 6. REPORTING:** Grantee shall provide no less than two reports to the County's Economic Development Advisory Board to monitor Grantee's progress and performance: one report following the initial event and one following the series' completion. The reporting shall include expenditures, attendance and other success metrics, and attendees' and facilitators' feedback.
- 7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**
Attachment A - Standard Terms and Conditions for Grants by Government Entities
Attachment B - Moab Housing Fair - Proposal as submitted to the Economic Development Advisory Board
- 8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**
All governmental laws, regulations, or actions applicable to the grant authorized by this contract.

9. CONTRACT EXECUTION:

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 the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties have signed this contract.

BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO ITS TERMS AND CONDITIONS.

HOUSING AUTHORITY OF
SOUTHEASTERN UTAH

ATTEST:

Laura Harris Date:
Development Specialist, HASU

Ben Riley Date:
Executive Director, HASU

GRAND COUNTY UTAH

ATTEST:

Jacques Hadler Date:
Chair, Grand County Commission

Gabriel Woytek Date:
Grand County Clerk/Auditor

Attachment A: Standard Terms and Conditions for Grants by Government Entities

1. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of Grand County and the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Moab District Court.
2. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the County to Grantee under this Contract, pursuant to Title 17 of Utah Code. These records shall be retained by Grantee for at least three (3) years after final payment, or until all audits initiated within the 3 years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, auditors and/or County staff to access to all records necessary to account for the Contract Amount received by Grantee as a result of this Contract.
4. **INDEPENDENT CAPACITY:** Grantee, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the County.
5. **INDEMNITY:** The actions taken hereunder by Grantee are at Grantee's risk exclusively. Grantee herewith agrees to indemnify, defend, and hold the County, its agents and officials, harmless from any action, claim, demand, damage, loss, expense, cost, or tax that may arise out of or result from this Grant. This Section shall survive expiration or termination of this Contract. Further, nothing in this Contract shall be construed as a waiver by the County of any rights, limits, protections or defenses provided by the Utah Governmental Immunity Act (Utah Code § 63G-7-101 *et seq.*). Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
- 6.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) 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; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract.
9. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as required by law.
10. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the County express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA.

11. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part.
12. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
13. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
14. **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.