

SL COUNTY BUDGET REQUEST / ADJUSTMENT FORM

Executive Summary

Reference No: 364000YE02 For Fiscal Year: 2018
 Requesting Organization: 36400000 RECREATION Date of Request: 11-Oct-18
 Budget Adjust Type(s): New Revenue or Expense Ongoing (Y or N): N
 If Yes, next year's CF impact: \$0
 Net FTE Change: 0.00

Description and Justification:

Transplant Games: In August 2018, Recreation provided staffing and event management for the Transplant Games. Parks & Recreation now requests a one-time net-neutral increase to its revenue and expense budgets to recognize the additional expense and additional revenue from the the Transplant Games. No new County dollars are requested.

Fund Impact

SUMMARY OF FUND IMPACT BY FUND

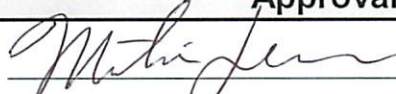
FUND:	110 GENERAL FUND
Fund Impact (Budgetary)	\$0
Fund Impact (Transfers)	\$0
TOTAL FUND IMPACT	\$0

SUMMARY OF CNTY FUNDING IMPACT BY DEPT

DEPT	REVENUE	EXPENSE	BAL SHEET	CNTY FUNDING
3640002100 SPORTS OFFICE	63,550	63,550	0	0
TOTALS	63,550	63,550	0	0

Approvals

Division Director:



Date: 10/12/18

Dept. or Elected Fiscal Mgr:



Date: 10.12.18

Dept. Dir. or Elected Official:



Date: 10.16.18

Facilities Division Director:
(Capital Projects Only)



Date:

Chief Financial Officer:



Date: 10-16-18

Mayor or Designee:



Date: 10/17/18

Council Action:

Approve

Date:

Budget Adjustment Detail

Budget Year: 2018 * Requesting Department: 36400000 RECREATION
 Budget Period: Post June Year-End * Req Item No: 364000YE02 * Adjustment Title: Transplant Games
 Adjustment Type(s): New Revenue or Expense

Expense Budget String(s):

FUND	SUB-DEPT ID	EXPENSE ACCOUNT	PROG/ACT ID (OPT)	PROJECT ID (CAP)	AMOUNT
110	3640002100	601050	PR215		59,034
110	3640002100	603005	PR215		4,516

TOTAL EXPENDITURES Page 1: \$63,550
 TOTAL EXPENDITURES ALL PAGES: \$63,550

Revenue Budget String(s):

FUND	SUB-DEPT ID	REVENUE ACCOUNT	PROG/ACT ID (OPT)	PROJECT ID (CAP)	AMOUNT
110	3640002100	424000	PR215		63,550

TOTAL REVENUES Page 1: \$63,550
 TOTAL REVENUES ALL PAGES: \$63,550

Balance Sheet/Fund Unrestriction String(s):

☐ Bal sheet strings only required for Proprietary Fund adjustments or fund unrestricted; check if applicable.

FUND	SUB-DEPT ID	BAL. SHEET ACCOUNT	AMOUNT
		BAL_SHT or 499999	
		BAL_SHT or 499999	
		BAL_SHT or 499999	

TOTAL BALANCE SHEET CHANGE: \$0

* Ongoing (Y or N): <u>N</u> If Yes, next year's CF impact: <u>\$0</u>	No. of New FTEs: <u>0.00</u> (2) No. of New Time Limited FTEs: <u>0.00</u> (2) No. of Transferred FTEs: <u>0.00</u> (2) No. of Abolished FTEs: <u>0.00</u> (2)
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Fund Balance Transfers:

From Fund	From Dept ID	To Fund	To Dept ID	Amount

Description and justification: (Attach additional pages as needed.)*

In August 2018, Recreation provided staffing and event management for the Transplant Games. Parks & Recreation now requests a one-time net-neutral increase to its revenue and expense budgets to recognize the additional expense and additional revenue from the the Transplant Games. No new County dollars are requested.

(1) If the request is for a grant, include the dates the grant will expire and what obligations are required of the County after the grant expires.

Y40C

 **COPY**

County Contract No. _____
DA Log No. 18-11610

AGREEMENT

Between

SALT LAKE COUNTY

And

**TRANSPLANT LIFE FOUNDATION,
dba Transplant Games of America**

For

Equipment & Staff Support For 2018 Transplant Games

This Agreement is entered into this _____ day of _____, 2018, between Salt Lake County on behalf of its Division of Parks and Recreation, a body corporate and politic of the State of Utah ("County") and Transplant Life Foundation, dba Transplant Games of America, a foreign non-profit corporation with a primary place of business at 217 Grandville Ave. SW, Suite 301, Grand Rapids, Michigan 49503, ("Contractor"). County and Contractor may be referred to jointly as "the Parties."

RECITALS

- A. County owns and/or operates numerous recreational facilities, parks, and convention facilities throughout the Salt Lake area; and
- B. Contractor produces a multi-sport festival event for individuals who have undergone life-saving transplant surgeries; and
- C. County desires to provide Contractor with access to its facilities and staff support and equipment to facilitate Contractor's event.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement.

2. The Event. Beginning Friday August 3, 2018 and ending on Tuesday August 7th, 2018, Contractor will promote and stage numerous competitive activities at facilities throughout the County (collectively referred to as the "Event"), some of facilities hosting the Event will be owned by the County and others will not be. This Agreement establishes the rights and obligations of the Parties as they pertain to Contractor's use of County Facilities and County's staff assigned to assist Contractor's Event.

a. Outside vendors, customers, guests, invitees, employees, agents, and attendees may not provide food and/or beverages at County-owned facilities. Contractor and its guests are not, under any circumstance, permitted or allowed to bring their own alcohol, including wine and beer, into County property. All food and beverage at County-owned facilities must be approved by County. No third-party food and beverage sales and/or service whatsoever will be allowed on County-owned property without County approval.

b. The use of drones is not allowed on County property.

c. Contractor shall obtain a permit for the cycling portion of the Event from USA Cycling. Contractor shall also comply with all USA Cycling agreements, rules, and regulations.

d. County may provide sports equipment and/or office equipment to Contractor for use in the Event. County may also provide staff in support of Contractor's planned activities. The activities for which County may provide equipment, facility, or staff report are indicated in Exhibit 1 to this Agreement.

3. Fee. In consideration of Contractor's use of County-owned facilities and for County's staff to assist at Contractor's Event, Contractor shall pay County Sixty Three Thousand Five Hundred and Fifty Dollars (\$63,550.00), due upon executing this Agreement. Contractor will leave County-owned facilities in the same condition as when the Facility was turned over to Contractor, including but not limited to clearing the area of all debris and paraphernalia brought by Contractor, its guests and invitees into the area. If County reasonably determines that further cleaning of the area or repair to damaged vegetation is needed to return it to its pre-Event condition, Contractor will pay County \$50.00 per staff member for each half hour of work required to clean and repair the Farm.

4. Participants/Contestants. Contractor will enlist and register all participants for the Event. Contractor will ensure that every participant accurately completes and signs (or the parent or guardian of any minor race participant accurately completes and signs) a waiver of liability. Contractor will maintain possession of said waivers for no less than 5 years after the end of the Event. Contractor will fully indemnify and hold County harmless from any claim made by or on behalf of any Event participant or parent or guardian of an Event participant.

5. Emergency Medical and First Aid. As between the Parties, Contractor will ensure the presence of qualified emergency treatment providers for the Event. Contractor will bear all costs associated with the presence of the emergency treatment providers at the Event.

6. Event Personnel and Equipment. Except for staff and equipment indicated in Exhibit 1, Contractor will arrange for and bear all costs associated with personnel and equipment necessary to promote and stage the Event including but not limited to course marshals, timing technicians and registration personnel. It is the responsibility of Contractor to distribute information to media and participants.

a. It shall be Contractor's sole responsibility to determine the need for, and to obtain and pay for, tents at the Event, whether for Event related purposes or exhibitors. All tents must have at least 50 lbs of weight per leg, provided by Contractor. All weights must be above ground. All tents must be preapproved by County.

7. Charitable Solicitation. Contractor may not advertise the Event to benefit a charitable cause nor solicit charitable contributions on behalf of a cause unless Contractor complies with the Utah Charitable Solicitation Act, U.C.A. §§ 13-22-1 *et al.*

8. Insurance.

8.1 County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801.

8.2 Contractor shall, at its sole cost and expense, secure and maintain in advance of the Event, the following minimum insurance coverage:

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(1) Currently rated A- or better by A.M. Best Company; and

—OR—

(2) Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

C. Contractor shall furnish certificates of insurance, acceptable to the County, verifying compliance with the insurance requirements herein prior to the execution of this agreement. Contractor shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this agreement.

D. In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the Contractor hereunder.

E. The Contractor's insurance policies shall be primary and non-contributory to any other coverage available to the County. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of the County.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the County.

G. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the County in a manner approved by the County District Attorney.

H. In the event Contractor fails to maintain and keep in force any insurance policies as required herein County shall have the right at its sole discretion to obtain such coverage and invoice payments to Contractor for the costs of said insurance.

REQUIRED INSURANCE POLICIES

The Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

A. Workers' compensation and employer's liability insurance as required by the State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance, on an occurrence form, with the County as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$4,000,000 general policy. The policy shall protect the County, the Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the County whether such coverage be primary, contributing or excess.

9. Event Sponsors and Exhibitors. Subject to the prior written approval of County, which approval shall not unreasonably be withheld, Contractor and its sponsors shall have the right to display or market products to the public on site. Not later than one month prior to the Event, Contractor will provide County with a list of sponsors who wish to display products to the public. Any such sponsors not approved by County will be prohibited from displaying or

marketing their products on County property. County shall not be liable to Contractor or any sponsor by reason of such non-approval, and Contractor will fully indemnify and hold County harmless from any claims or damages arising therefrom. Nothing in this paragraph shall be deemed to permit any such sponsor to sell its products or services on County-owned property, and such sales are strictly prohibited. Contractor will ensure that all approved sponsors provide the following:

10. Cancellation. County shall have sole discretion in any decision to withhold staff support or equipment for an outdoor activity organized by Contractor or any portion thereof due to weather. Contractor will fully indemnify, defend and hold County harmless from any claim for injury or other damage of whatever nature arising out of the decision either to cancel or continue the Event or any portion thereof.

11. Force Majeure. If either party is prevented from or interfered with in any manner whatever in fully performing its duties hereunder by reason of any present or future law, regulation or order, act of God, severe weather, earthquake, flood, fire, epidemic, accident, explosion, casualty, labor controversy (including but not limited to threatened or actual lockout, boycott or strike), riot, civil disturbance, war or armed conflict, acts of terrorism, delay of a common carrier, inability without fault on such party's part to obtain sufficient goods or services required in the conduct of its business; or by reason of any other cause or causes of any similar nature (all of the foregoing being herein referred to as an "event of force majeure"), then such party's obligations hereunder shall be suspended as often as any such event of force majeure occurs and, during such occurrences, nonperformance will not be deemed a breach of this Agreement.

12. Default/Termination. Each of the following Event shall constitute an event of default under this Agreement:

- a. Contractor fails to pay any amount owed under this Agreement when due; or
- b. Contractor fails to perform or observe any of its material obligations hereunder within such time as shall be reasonable under the circumstances; or
- c. Contractor fails to observe any of its other obligations in the Agreement within three (3) days after County notifies it of such failure; or
- d. Any statement, representation or warranty made by Contractor in the Agreement proves at any time to have been untrue or misleading in any material respect as of the time when made; or
- e. If any event of default exists, County may, at its sole option, immediately terminate this Agreement, or may sue to enforce Contractor's obligations under this Agreement; or may exercise any other right available to it at law or in equity.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to County. County's exercise of one or more remedies shall not preclude its exercise of any other remedy. No action taken by County shall release Contractor from any of its obligations to County. No delay or failure on the part of County to exercise any right hereunder shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any right preclude any other exercise thereof or the exercise of any other right. After any default, County's acceptance of any payment by Contractor under this

Agreement shall not constitute a waiver by County of such default, regardless of County's knowledge or lack of knowledge at the time of such payment, and shall not constitute a reinstatement of this Agreement if this Agreement has been declared in default and terminated by County, unless County has agreed in writing to reinstate this Agreement and to waive the default.

13. Indemnification. Contractor agrees to protect, indemnify and hold County harmless from any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including attorneys' fees, arising out of, or in any way connected with, any claim or action resulting from the actions or inaction of Contractor, its employees or agents, guests, invitees, or independent contractors. Further, Contractor agrees to indemnify and hold County harmless from claims, suits, and liability of guests including personal injury and property damage.

14. Immunity. County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement 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.

15. Notice. Notices served by either party upon the other shall be served by United States mail, certified or registered and return receipt requested, or by facsimile transmission, or delivered personally to either party at the addresses given below, or to such other address or addresses as either party may designate in writing from time to time. Notices by mail shall be deemed effective and complete three (3) days following the time of posting and mailing thereof addressed as aforesaid. Notices delivered personally shall be deemed effective and complete at the time of delivery thereof. Notices delivered by facsimile transmission shall be deemed received upon confirmation of transmission, provided that a copy thereof is sent the same day by first-class mail, postage prepaid to the intended recipient(s).

TO COUNTY: Division of Contracts & Procurement
2001 S. State Street, Suite N4-700
Salt Lake City, UT 84190

TO CONTRACTOR: Bill Ryan, CEO & President
Transplant Life Foundation
217 Grandville Ave. SW, Suite 301
Grand Rapids, MI 49503

16. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all previous understandings, commitments or representations concerning the subject matter. This Agreement may not be amended or modified in any way except by a writing signed by the parties hereto.

17. No Partnership. Nothing contained in this Agreement shall be construed to place the parties in the relationship of partners, joint venturers or agents, and neither party shall in any way represent to the public or to any third party that either is the partner, joint venturer or agent of the other.

18. Severability. Nothing in this Agreement shall be construed to require the commission of an act contrary to any law, and wherever there is a conflict between this Agreement and any law, the law shall prevail. Any provision of this Agreement so affected shall be limited only to the extent necessary to permit compliance with minimum legal requirements; and no other provision shall be affected thereby and all other provisions shall continue in full force and effect.

19. Waiver. A waiver by either party of any breach of this Agreement by the other shall in no Event constitute a waiver as to any future breach of the same or any other provision hereof.

20. Governing Law. The existence, validity, construction, operation and effect of this Agreement shall be determined in accordance with and governed by the laws of the State of Utah.

21. Assignment. Contractor shall not assign this Agreement, in whole or in part, or any rights herein granted, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of County, shall terminate this Agreement. County reserves the right to assert any claim or defense it may have against Contractor and against any assignee or successor-in-interest of Contractor.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the day and year above written.

Salt Lake County:

By: _____
Mayor or Designee

Division Approval:

By: _____
Director or Designee

Contractor:

By:  _____

Name: Bill Ryan CEO & President