



PUBLIC NOTICE IS HEREBY GIVEN THAT THE GRAND COUNTY COMMISSION WILL MEET IN  
THE

Grand County Commission Chambers 125 East Center Street, Moab, Utah

Times in this agenda are approximate. Commission meetings allow for both in-person or virtual attendance. Remote participation is through Zoom and meetings can be viewed live on YouTube. To call in to the meeting dial: (669) 900 – 6833 Use Meeting ID: 851 7082 0571 # Password (if needed): 214317. To unmute press \*6.

[Grand County Utah Government Live on YouTube](#)  
[Join the Zoom Meeting](#)

1. **Water Workshop - 2:30 Pm**

2. **Call To Order**

3. **Pledge Of Allegiance**

4. **Citizens To Be Heard**

We are receiving public comments by phone and online through Zoom. Dial: (669) 900 - 6833 Meeting ID: 851 7082 0571 # Password (if needed): 214317

Link: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdEJCejUxTUJFeXFoZHNQQT09>

When joining the meeting, you will be placed in a waiting room and be added to the meeting by the moderator. Your comments will be recorded and on YouTube. (*Unmute for public comment: \*6*)

5. **Presentations (15 Min)**

6. **Department Reports (15 Min)**

6.A. **Grand Center Report**

Lorette (Yordy) Eastwood, Grand Center Director

7. **Agency Reports (15 Min.)**

8. **Approval Of Minutes**

Gabriel Woytek, Clerk/Auditor

Documents:

[7.19 REG GCC MINUTES DRAFT.pdf](#)

[7.14 GCC EMERGENCY MEETING DRAFT.pdf](#)

9. **Ratification Of Bills And General Reports**

- Ratification of Payment of Bills
- Commission Member Disclosures
- General Commission Reports and Future Considerations
- Elected Official Reports
- Commission Administrator Report

10. **Citizens To Be Heard - 6:00 Pm**

11. **General Business - Action Items - Discussion And Consideration Of Approval**

11.A. **Moab UMTRA Annual Statement**

Documents:

[Agenda Summary CUP UMTRA.pdf](#)  
[MoabAnnualStatement2022\\_\\_FINAL.pdf](#)  
[TransmtlLtr\\_2022ASCC\\_FinalSigned.pdf](#)

11.B. **Approval Of The Non-Disclosure Agreement Forms For The MOAB! Tourism Grant And STAR Business Grant Evaluation Committees**

August Granath, Grand County Economic Development Director

Ben Alter, Grand County Economic Development Specialist

Documents:

[01\\_AGENDA SUMMARY\\_Local Business Grants NDA Eval Comm 2022 approval.pdf](#)  
[02\\_NDA form\\_STAR Business Grant Evaluation Committee 2022.pdf](#)  
[03\\_NDA form\\_MOAB! Tourism Grant Evaluation Committee 2022.pdf](#)

11.C. **Contract For An “Interactive Destination Map” With Wander App Inc.**

August Granath, Grand County Economic Development Director

Documents:

[01\\_AGENDA SUMMARY\\_WANDER APP INC CONTRACT.pdf](#)  
[02\\_Grand County - Wander Contract \(1\).pdf](#)  
[03\\_Wander - Master Services Agreement - Moab 2022.07.26 \(Clean\).pdf](#)  
[04\\_Wander App Proposal\\_SLIDES.pdf](#)  
[05\\_VisitWidget Proposal.pdf](#)  
[06\\_STQRY Proposal.pdf](#)

11.D. **Approval Of The Special Event Permit For The 2022 COTAH Rally**

August Granath, Grand County Economic Development Director

Ben Alter, Grand County Economic Development Specialist

Documents:

[01\\_COTAH Rally Agenda Summary, REV 07.28.22.pdf](#)  
[02\\_COTAH Rally Application Packet.pdf](#)  
[03\\_COTAH BLM SRP Stipulations.pdf](#)

11.E. **Volunteer Appointment To The Noxious Weed Board**

Sarah Stock, Grand County Commission, Noxious Weed Board

Documents:

[AS - Appointment to Noxious Weed Board 8.2.22 2.pdf](#)  
[Weed Board Recommendation Letter 7.22.22.pdf](#)

11.F. **Appointment Of A New Alternate Board Member Of The Community Renewable Energy Agency**

Sarah Stock, Grand County Commission, Community Renewable Energy Agency Board

Documents:

[AS - Appointment to Community Renewable Energy Agency Board.pdf](#)  
[Appointment Letter for C-REP -Grand County Commission 8.2.22.pdf](#)

12. **Consent Agenda**

12.A. **Grand County Children's Justice Center Annual Contract**

T. Brooke DeGraw, Children's Justice Center Grand and San Juan County, Director

Documents:

[AS FY23 Grand County Childrens Justice Center Annual Renewal.pdf](#)  
[FY23 Grand CJC Contract Package FINAL.pdf](#)

13. **Discussion Items**

14. **Public Hearings**

15. **Closed Session(S) (If Necessary)**

16. **Adjourn**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County Commission meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D. (Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

It is hereby the policy of Grand County that elected and appointed representatives, staff and members of Grand County Commission may participate in meetings through electronic means. Any form of telecommunication may be used, as long as it allows for real time interaction in the way of discussions, questions and answers, and voting.

At the Grand County Commission meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed for each individual may be limited at the sole discretion of the Chair. On matters set for public hearings there is a three-minute time limit per person to allow maximum public participation. Upon being recognized by the Chair, please advance to the microphone, state your full name and address, whom you represent, and the subject matter. No person shall interrupt legislative proceedings.

Requests for inclusion on an agenda and supporting documentation must be received by 5:00 PM on the Wednesday prior to a regular Commission Meeting and forty-eight (48) hours prior to any Special Commission Meeting. **Information relative to these meetings/hearings may be obtained at the Grand County Commission's Office, 125 East Center Street, Moab, Utah; (435) 259-1346.**



**GRAND COUNTY COMMISSION  
REGULAR MEETING**

**Grand County Commission Chambers  
Hybrid virtual participation on Zoom  
Moab, Utah**

**WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"**

**MINUTES  
19 July 2022**

The Grand County Commission met in a regular meeting on July 19th, 2022. The meeting was held in-person in the Grand County Commission Chambers, with hybrid virtual participation also available via Zoom. It was also broadcast and saved on YouTube. Attending the meeting in-person was Commission Chair Jacques Hadler, Commission Vice-Chair Mary McGann and Commissioners Evan Clapper, Trisha Hedin and Sarah Stock. Also attending in-person were Associate Commission Administrator Quinn Hall, and Clerk/Auditor Gabriel Woytek. Commissioner Josie Kovash and County Attorney Christina Sloan were in attendance virtually. Commissioner Kevin Walker was absent.

**4:05 p.m. Thompson Springs Special Service Fire District**

**4:08 pm Call to Order (5:20)**

**Pledge of Allegiance**

**Citizens to Be Heard** (none at this time)

**Presentations** (none scheduled)

**Department Reports** (none scheduled)

**Approval of Minutes (Gabriel Woytek, Clerk/Auditor)**

July 5<sup>th</sup>, 2022 (Grand County Commission Regular Meeting)

**Motion by** Commissioner Hedin to approve the minutes from July 5<sup>th</sup>, 2022.

**Motion Seconded by** Commissioner McGann

**Discussion** (none at this time)

**Motion Passes 6-0**

## **Commission Member Disclosures**

Commissioner Clapper works with the American Alpine Club and their fundraising event Moab Craggin' Classic, which is the subject of item P in the consent agenda.

Chair Hadler stated that he has a longstanding personal relationship with the applicant related to Item J, but has no ties with the item in question.

Commissioner Kovash stated she is employed by the Moab Music Festival, a disclosure related to discussions regarding Special Event regulation.

## **General Commission Reports and Future Considerations (9:22)**

### **Jacques Hadler**

- Upcoming 7/24 Moab Museum Ice Cream Social, 7-9pm

### **Trisha Hedin**

- Special Events Approval Committee
- Tripartite Board Meeting
- Southeastern Utah Association of Local Government Meeting
- Planning Commission Meeting
- Grand County Conservation District Meeting, Utah Department of Agriculture offering free Pollinator packets containing pollinator friendly plant seeds
- Moab Local Homeless Council, 144 individuals seeking services, 57 homeless including 12 youth, 28 women and 17 men

### **Sarah Stock**

- Community Renewable Energy Program Board Meeting, Strong participation will translate to 25% of Rocky Mountain Power Utah clients using 100% renewable electricity by 2030
- Weed Board Meeting, creative problem solving needed to fill seasonal tech positions
- Land Use Code steering committee, discussion regarding potential Residential Campark Overlay, updating Manufactured Home code

### **Evan Clapper**

- Sand Flats steering committee, review of Sand Flats user orientation videos, pollinator garden to be installed at Sand Flats/GCATT office
- Canyonlands Health Care Special Service District

### **Mary McGann**

- Economic Development Advisory Board, heavy interest in board position openings
- Airport Board 7/11, Tammy Howland hired as new director, two incidents reported, no injuries, one runway lamp damaged, increase in number of armed forces aircraft utilizing airport

### **Josie Kovash**

- 7/6 Special Events Approval Committee
- 7/14 Land Use Code steering committee, discussion regarding potential Residential Campark Overlay, updating Manufactured Home code

## **Elected Official Reports (none at this time)**

**Commission Administrator Report** (none at this time)

**Ratification of Payment of Bills**

**Motion by** Commissioner Clapper to approve and ratify payment of bills in the amount of \$1,082,687.91 and payroll in the amount of \$642,542.88 for a combined total of \$1,725,230.79.

**Motion Seconded by** Commissioner McGann

**Discussion** (none at this time)

**Motion passes 6-0**

**General Business - Action Items, Discussion and Consideration of:**

**A. Approving resolution to consider tax relief for applicants making up to 120% of the income limit**

**Presentation (Christopher Kauffman, Grand County Treasurer) (25:30)**

**Presentation**

Treasurer Kauffman presented the proposed resolution as shown in the packet. Proposed resolution was prompted by denials in previous round of abatement applications and interest by Commission in considering applicants marginally above income limits. Proposed option based off of (failed) state legislation that sought to increase income limits. Proposed resolution applies to existing Indigent Abatement program, not the Circuit Breaker. Final approval of any abatement would remain at full discretion of the Commission.

**Motion by** Commissioner McGann to approve the resolution to consider tax relief for applicants making up to 120% of the income limit.

**Motion Seconded by** Commissioner Clapper

**Discussion** (none at this time)

**Motion passes 6-0**

**B. Approving relief for 2021 property tax for parcel 02-OSWA-0008 (Christopher Kauffman, Grand County Treasurer) (31:38)**

**Presentation**

Taxpayer Cecilia Showalter, a disabled elderly widow, explained her current financial situation and mental state which has contributed to challenges in addressing personal financial matters. Treasurer Kauffman confirmed that it would be at the discretion of the Commission to forgive the tax burden on Mrs. Showalter.

**Motion by** Commissioner McGann to approve relief for property tax for 2021 for parcel 02-OSWA-0008 in the amount of \$1,082.16.

**Motion Seconded by** Commissioner Hedin

**Discussion** (none at this time)

**Motion passes 6-0**

**C. Fiscal Incentive Grant (FIG) for Expansion of Trail Ambassador Program (Anna Sprout, Responsible Recreation Program Coordinator, Grand County Active Trails & Transportation) (37:28)**

**Presentation**

Anna Sprout presented details regarding the grant application as shown in the packet. Chair Hadler sought clarification regarding the county match on the grant application. Commissioner Stock sought clarification on use of proposed CanAm UTV and which trails that it would be used on, Sprout confirmed that it would be potentially used on a variety of area trails. Commissioner Hadler clarified that a full-size off-road vehicle would be the first option for the committee, Sprout clarified that it would be the preference to have both vehicles to maximize impact across the entire spectrum of the motorized community. Commissioner Stock stated that Sand Flats Recreation Area staff already patrols Sand Flats in UTVs and that a full-size vehicle would be safer and more effective in reaching a wider spectrum of trails across the county and having a presence at trail heads. Commissioner Clapper sought clarification regarding the fiscal impact of the proposed action. Sprout expressed that expecting motorized trail ambassadors to use a personal vehicle would set a poor precedent in treatment of staff. Commissioner Hedin sought clarification on cost of tire package, Sprout clarified that quoted tire package would be needed to access a wide range of trail difficulty levels that are available in the county. Commissioner Kovash asked whether consideration had been given to acquiring an electric UTV for this task. Recommendation of gas-powered CanAm given by the committee based on availability. Kovash expressed support for pursuing electric-powered fleet. Chair Clapper expressed support for the direction of the program and expressed hesitance regarding the inclusion of the UTV at this time.

**Motion by** Commissioner Clapper to approve the grant State OHV Fiscal Incentive Grant (FIG) application with a 50% match amount with only Jeep included.

**Motion Seconded by** Commissioner Hedin

**Discussion**

Commissioner Stock inquired about potential annual maintenance costs, which has not been discussed by the Responsible Recreation Committee, but would be partially mitigated by the acquisition of a new vehicle.

**Motion passes 6-0**

**D. Adopting an Ordinance initiating a Temporary Land Use Regulation prohibiting the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval requiring new water connections within the Thompson Special Service District Boundary (1:04:35)**

**Presentation**

Grand County Attorney Christina Sloan described background for the proposed action as presented in the packet. Current 40% water deficit. New sources being sought by water district, but no solutions imminent. Application process with BLM for new water right still incomplete and will still need environmental review upon completion. This temporary land use regulation provides notice to public of water shortage and will prevent new applications from coming forth. Chair Hadler offered that the water district is supportive of this action, as well as related state and federal agencies. Commissioner Clapper clarified that this action would

not give any exemptions for water hauling to facilitate development, given general instability of water sources across the region.

**Motion by** Commissioner Stock to adopt the ordinance enacting a temporary land use regulation prohibiting the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval requiring new water connections within the Thompson Special Service District Boundary, to be effective August 1, 2022.

**Motion Seconded by** Commissioner Hedin

**Discussion**

Commissioner Hedin referenced a local real estate publication touting future development potential in Thompson and expressed curiosity regarding its dissonance with the current availability of water for said development, Commissioner Stock stressed the importance of denying the use of water hauling to facilitate development, Commissioner Clapper spoke of the challenge regarding the realities of regulation and water availability balancing with the palpable excitement and support regarding future of Thompson, Commissioner Hedin clarified that only surface water is available and mentioned the diminishing quality of existing springs in Thompson and in the Bookcliffs area in general.

**Motion passes 6-0**

**E. Terminating Ken Lord Ground Lease dated 12-18-2018 and approving new Ground Lease for Canyonlands Hangars, LLC for Lot 108 at Canyonlands Regional Airport (1:16:50)**

**Presentation**

Tara Collins, Assistant to the Airport Director, presented proposed action as shown in the packet.

**Motion by** Commissioner Stock to terminate the ground lease with Ken Lord for Lot 108, dated December 18, 2018 and approve a new ground lease with Canyonlands Hangars, LLC for Lot 108.

**Motion Seconded by** Commissioner McGann

**Discussion**

Commissioner Clapper and Associate Commission Administrator Quinn Hall clarified that updates to the meeting packet regarding this item were included as of 4pm.

**Motion passes 6-0**

**F. Approval of Special Event Permit for the 2022 RR4W Labor Day Safari & Camp-out (1:18:40)**

**Presentation**

OSTA director Angie Book presented event application as shown in the packet.

**Motion by** Commissioner Clapper to approve the 2022 RR4W Labor Day Safari & Camp-out Special Event Permit under the currently approved special event Ordinance.

**Motion Seconded by** Commissioner Hedin

**Discussion** (none at this time)

**Motion passes 6-0**

### **G. Approval of 2022 Jeep Jamboree Special Event Permit (1:20:40)**

#### **Presentation**

OSTA director Angie Book presented event application as shown in the packet. Commission sought clarification as to exact event dates.

**Motion by** Commissioner McGann to approve the 2022 Jeep Jamboree Special Event Permit under the current Special Event Ordinance.

**Seconded by** Commissioner Hedin

**Discussion** (none at this time)

**Motion passes 5-1, Stock opposed**

### **H. Approval of 2022 PGP Auto Show Special Event Permit (1:22:45)**

#### **Presentation**

OSTA director Angie Book presented event application as shown in the packet. Commissioner Hadler sought clarification that this was a one-day event. Commissioner Hedin asked if there were any issues with law enforcement in 2021, and there were none. Only complaint from the public was regarding the cost of the entry which event planners are hoping to address for this year's event. No complaints regarding noise derived from this event were reported in 2021. Commissioner Stock spoke to importance of Special Events Committee in addressing special event regulation moving forward, and a preference for supporting locally-run events in the future.

**Motion by** Commissioner McGann to approve the 2022 PGP Auto Show Special Event Permit under the currently approved special event Ordinance with the condition they provide proof of insurance.

**Motion seconded by** Commissioner Hedin

**Discussion** (none at this time)

**Motion passes 6-0**

### **I. Approval of 2022 Moab Overland Expo Special Event Permit (1:29:33)**

#### **Presentation**

OSTA director Angie Book presented event application as shown in the packet. Attorney Sloan expressed objections to approval based on inconsistency in process. Book expressed that this application had begun processing before recent discussion regarding Special Event regulation. Commissioner Stock expressed an objection to this event based on non-local organization, not-oriented to locals, no need to cater to a current fad, as this sort of recreation in Grand County is already well-established. Commissioner McGann stated that it is reasonable to approve a probationary year for this event especially as a way to stimulate the local economy. Book stated that event organizers have proceeded very far in organization of this event and that denial at this point would represent a significant hardship.

**Motion by** Commissioner McGann to approve the 2022 Moab Overland Expo Special Event Permit under the current Special Event Ordinance with conditions on providing a special Event Sales Tax license, and 2022 being a probationary year for future special event permitting.

**Motion seconded by** Commissioner Hedin

**Discussion**

Hedin highlighted importance of the probationary period for this event. Kovash agreed that imminent process improvements in special events approval will help clarify these decisions in the future. McGann expressed support for local business and concern about perceived reduced visitation. Commissioner Stock expressed that Responsible Recreation program should be included in event to offer education material to eventgoers.

**Motion passes 4-2, Clapper and Stock opposed**

**J. Adopting Resolution approving the Final Plat, All American Acres Subdivision, Lot 5 Amended, located at 4500 Easy Street (Parcel No. 020SAA-0005) (1:44:36)**

**Presentation**

Planning and Zoning Director Elissa Martin presented details on the proposed resolution as shown in the packet.

**Motion by** Commissioner McGann to approve the Findings of Fact set forth in the staff report dated May 12, 2022 and the proposed Resolution approving the Final Plat of All American Acres Subdivision, Lot 5 Amended with the following conditions: 1.The Owner shall record the SIA and CCRs simultaneously with the Final Plat in the Recorder's Office; and 2.The Owner shall submit an acceptable completion assurance bond for the public improvements and infrastructure as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat.

**Motion seconded by** Commissioner Clapper

**Discussion**

Commissioner Hedin made a statement regarding the nature of the LLC representing the applicant, complaints regarding commercial activity based out of the parcel in question, and that commercial traffic can't be tolerated as an additional impact to this neighborhood.

**Motion passes 5-0, Hedin abstaining**

**K. Initiating Proceedings to Amend the Grand County Land Use Code to Require New Developments to Provide a Percentage of Workforce Housing (Or Fees in Lieu) (1:50:25)**

**Presentation**

Planning and Zoning Director Elissa Martin presented details on the proposed action as shown in the packet. Commissioner McGann expressed support for this action as a way to comprehensively address a critical need in the community, and that any permanent solutions will need to involve local builders and realtors as well as the Utah Property Rights Coalition in reaching the most beneficial outcome possible for the community as a whole. Commissioner Hedin stressed that everyone is a stakeholder in the workforce housing crisis. Chair Hadler quoted the reasonings for this action as shown in the packet.

**Motion by** Commissioner McGann to approve the proposed resolution as read by the Commission Chair.

**Motion seconded by** Commissioner Hedin

**Discussion**

Commissioner Kovash stressed the importance of this action and the need to be as active in possible in addressing community needs, in a way that is not controversial to any parties. Attorney Sloan expressed that this is one tool being pursued to address housing needs, along with other possible tools such as long-term camping options and deed restrictions. Elissa Martin offered information regarding the scope of the upcoming Housing Nexus Study.

**Motion passes 6-0**

**6pm Citizens to be Heard** (none at this time)

**L. Approval of COTAH Rally Special Event Permit (2:10:10)**

**Presentation**

Economic Development Director August Granath recommended postponement of this item until the following Commission meeting.

**Motion by** Commissioner McGann to postpone approval of the COTAH Rally Special Event Permit

**Motion seconded by** Commissioner Hedin

**Discussion** (none at this time)

**Motion passes 6-0**

**M. Approval of revised Special Event Grant guidelines (2:11:40)**

**Presentation**

Economic Development Director August Granath presented the updated guidelines and their rationale, as shown in the packet. Inclusion of Special Event Grant Scoring Criteria Rubric was the most significant revision to the guidelines. Granath clarified that guidelines include flexibility in order to maximize inclusion of events that present highest levels of community benefit.

**Motion by** Commissioner Stock to approve the revised guidelines for the Grant County Special Event Grant.

**Motion seconded by** Commissioner Clapper

**Discussion** (none at this time)

**Motion passes 6-0**

**N. Approval of the Community Event Grant Program (2:22:05)**

**Presentation**

Economic Development Director August Granath presented proposed program detail as shown in the packet. Emphasis on supporting and developing events geared towards resident participation. Guidelines are a version of Special Event Grant guidelines, amended to reflect this emphasis.

**Motion by** Commissioner Clapper to approve the Community Event Grant Program

**Motion seconded by** Commissioner Hedin

**Discussion** (none at this time)

**Motion passes 6-0**

#### **O. Approval of \$100,000 grant for Moab Community Childcare (2:25:35)**

##### **Presentation**

Economic Development Director August Granath presented grant rationale as shown in the packet. Clarification offered that fiscal impact is \$100,000, not 'none' as quoted in the agenda summary. Contract vetted and approved by the Grand County Attorney's Office. Commissioner Stock requested clarification on whether support for existing childcare programs includes facility improvements and upgrades. Clarification offered that \$5,000 is allocated for matching grants for such efforts. Rob Walker, Economic Development Advisory Board Member and Chair of Moab Community Childcare, offered that program design is oriented towards a holistic approach that looks to support the overall childcare ecosystem in the community.

**Motion by** Commissioner McGann to approve the grant award of \$100,00 for Moab Community Childcare.

**Motion seconded by** Commissioner Hedin

**Discussion** (none at this time)

**Motion passes 6-0**

#### **P. Appointments to the Economic Development Advisory Board (2:34:35)**

##### **Presentation**

Economic Development Director August Granath introduced recommended nominations as shown in packet.

**Motion by** Commissioner McGann to appoint Karen Guzman-Newton, Huseyin Deniz, and Forrest Rodgers to the Economic Development Advisory Board.

**Motion seconded by** Commissioner Hedin

##### **Discussion**

Chair Hadler sought confirmation that the term length for the appointments was two years. County Attorney Sloan expressed a desire to discuss one of the appointments in closed session to discuss character associated with numerous criminal convictions.

**Substitute motion by** Commissioner McGann to table Item P

**Substitute motion seconded by** Commissioner Hedin

**Substitute motion passes 6-0**

**Consent Agenda (2:39:47)**

**Q. Approval of Moab Craggin' Classic Local Consent**

**R. Approval of proposed purchase of CivicClerk from CivicPlus**

**S. Approving Independent Contractor Agreement with William M. Guerrero, aka Guerrero Construction**

**T. Approval of Proposed Agreement between Grand County and the Utah Department of Natural Resources, Division of Wildlife Resources, under Watershed Restoration Initiative project #5938 Mill Creek Partnership III**

**U. Approval of Proposed Agreement between Grand County and the Utah Department of Natural Resources, Division of Wildlife Resources, under Watershed Restoration Initiative project #5968 Dolores River Restoration 6.0**

**V. Approval of Proposed Agreement between Grand County and the Utah Department of Natural Resources, Forestry, Fire and State Lands**

**Motion by** Commissioner Hedin to adopt the consent agenda as recited by the Chair

**Motion seconded by** Commissioner Stock

**Discussion** (none at this time)

**Motion passes 5-0, Clapper abstaining**

**Discussion Items** (none scheduled)

**Public Hearings - Possible Action Items**

**W. Public Hearing to adopt an ordinance approving the Amended Planned Unit Development (PUD) Master Plan for the Arroyo Crossing Development in Grand County, Utah (2:41:30)**

**Presentation**

Planning and Zoning Director Elissa Martin presented the proposed amendments related to housing typology and setbacks, as shown in the packet.

**Chair Hadler opened the Public Hearing**, to remain open until Wednesday, July 27<sup>th</sup> at 5pm.

**Motion by** Commissioner McGann to suspend rules

**Motion seconded by** Commissioner Clapper

**Motion passes 6-0**

**Discussion**

Commissioner Clapper offered clarification that the proposed addition is only meant to address errors and stressed the importance of avoiding delays in this affordable housing development, otherwise typically unfavorable to suspend rules in this way.

**Motion by** Commission McGann to adopt an Ordinance approving the Amended Planned Unit Development (PUD) Master Plan for the Arroyo Crossing Development in Grand County, Utah

**Motion seconded by** Commissioner Hedin

**Discussion**

Commissioner Hedin thanked the Moab Area Community Land Trust for their tireless effort.

**Motion passes 6-0**

**P. Appointments to the Economic Development Advisory Board (2:47:55)**

**Presentation**

County Attorney Sloan clarified that there would no longer be a need to discuss character of the appointments in closed session due to mistaken identity.

**Motion by** Commissioner McGann to appoint Karen Guzman-Newton, Huseyin Deniz, and Forrest Rodgers to the Economic Development Advisory Board.

**Motion seconded by** Commissioner Clapper

**Motion passes 6-0**

**Chair Hadler adjourned meeting at 6:53pm**

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Jacques Hadler  
Chair, Grand County Commission

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Gabriel Woytek  
Grand County Clerk/Auditor



**GRAND COUNTY COMMISSION  
EMERGENCY MEETING**

**Grand County Commission Chambers  
Hybrid virtual participation on Zoom  
Moab, Utah**

**WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"**

**MINUTES  
14 July 2022**

The Grand County Commission met in an emergency meeting on July 14th, 2022. The meeting was held in-person in the Grand County Commission Chambers, with hybrid virtual participation also available via Zoom. It was also broadcast and saved on YouTube. Attending the meeting in-person was Commission Vice-Chair Mary McGann and Commissioners Evan Clapper, Trisha Hedin and Sarah Stock. Also attending in-person was Associate Commission Administrator Quinn Hall. County Commissioner Kevin Walker and Grand County Attorney Christina Sloan were in attendance virtually.

**2:41 pm Call to Order**

**Pledge of Allegiance**

**General Business - Action Items, Discussion and Consideration of:**

**A. Approving One Utah Opioid Settlement Memorandum of Understanding**

**Motion by** Commissioner Clapper to approve the One Utah Opioid Settlement Memorandum of Understanding, authorize Mary McGann, Vice-Chair of the Grand County Commission to execute the Distributor Defendants' Subdivision Settlement Participation Form, and dismiss Grand County's claims against Distributor Defendants McKesson, AmerisourceBergen and Cardinal Health in the Third Judicial District Court, Summit County Case No. 18050019, *Grand County v. Teva Pharmaceuticals, Inc., et al.*

**Motion seconded by** Commissioner Stock

**Discussion**

Attorney Sloan explained the recent ruling of a similar suit in West Virginia that found that distributors had no legal duty to manage or oversee the distribution chain of opioids beyond distributing to legal pharmacies, that public nuisance law did not apply to opioid distribution and that damages suffered were not caused by the distributors. Opioid counsel now recommends settlement due to this precedent. Settlement deadline 15<sup>th</sup> of July, which required special emergency meeting. Grand County to receive .304 percent of 50 percent of the settlement award to the State of Utah, and become eligible to apply for grants from the other 50 percent. This amount represents something around \$15,000 per year for 18 years. Commissioner Hedin spoke to the impact of the opioid crisis on the community in Grand County and the great effort demanded of the Attorney's and Sheriff's office in mitigating the impact.

**Motion passes 5-0**

Attorney Sloan offered that she is currently working on introducing state legislation through Senator Wyler for a drug-induced homicide charge, of which there was a similar bill that failed in the 2022 legislative session. Working with Salt Lake County on a draft and building consensus on a bill that will pass.

**Vice-Chair McGann adjourned the meeting at 2:51 pm**

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Jacques Hadler  
Chair, Grand County Commission

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Gabriel Woytek  
Grand County Clerk/Auditor

DRAFT

**AGENDA SUMMARY  
GRAND COUNTY COMMISSION MEETING  
02 AUG, 2022**

<b>TITLE:</b>	Grand County Annual Statement of Continued Compliance with the Uranium Mill Tailings Removal Action Project (UMTRA) for July 2021 – July, 2022
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Mary McGann

**Prepared By:**

**FOR OFFICE USE ONLY:**

**Attorney Review:**

**SUGGESTED MOTION:**

I move to approve the Grand County Annual Statement of Continued Compliance with the Uranium Mill Tailings Removal Action Project (UMTRA) for July 2021 – July 2022

**BACKGROUND:**

The United States Department of Energy has been willing to comply with Grand Counties CUP, Conditional Use Policy. This annual statement is the specific information requested. The UMTRA project is not required to comply to Grand Counties Conditional Use Policy, however from the beginning of the UMTRA project the DOE has complied with our CUP.

**ATTACHMENT(S):**

Grand County Annual Statement of Continued Compliance with the Uranium Mill Tailings Removal Action Project (UMTRA) for July 2021 – July 2022

**Grand County**  
**Annual Statement of Continued Compliance**  
**July 19, 2021 – July 18, 2022**

**I. Per requirements of the Grand County Conditional Use Permit (CUP), Resolution #2006-2741, DOE submits this Annual Statement of Continued Compliance. The following is specific information requested in item #17 of the resolution:**

**a. Summary of work completed by the Moab Uranium Mill Tailings Remedial Action Project (Project) pursuant to the approved CUP in the past 12 months:**

**Project Accomplishments**

During the reporting period, the Project shipped approximately 990,000 tons of uranium mill tailings. To date, the Project has shipped more than 12.74 million tons, or about 80 percent of the total estimated 16 million tons to be moved.

In March 2022, the U.S. Congress approved the Fiscal Year (FY) 2022 budget. It provided \$67 million to the Project, which was a \$19.1 million increase over the FY 2021 budget.

In September 2021, the Project reached 12 million tons of mill tailings shipped Moab to Crescent Junction.

The Project has continued to stay operational throughout the Covid-19 pandemic. Management implemented the Federal Government's Safer Federal Workforce Taskforce guidelines for safe operations which aligned with Centers for Disease Control's (CDC) COVID-19 Prevention guidance. The Moab project continues to adapt its COVID-19 practices to maintain compliance with the everchanging pandemic community conditions. Community conditions are updated weekly by the CDC (<https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>).

**Moab**

Tailings excavation, conditioning, loading, and unloading were performed throughout the year. The Project continued the four trains a week shipping schedule for the duration of the reporting period.

More than 6.0 million gallons of groundwater were extracted during the past 12 months, removing 12,400 pounds of ammonia and 121 pounds of uranium, through the interim action groundwater system. The extraction system was shut down from early-November 2021 through March 2022 as there is minimal evaporation during the winter months and the existing storage capacity for contaminated water is limited. More than 7.8 million gallons of freshwater were injected to create a hydraulic barrier.

Because of the below average Colorado River flows in spring 2022, no areas of the site flooded.

Revegetation efforts in the off-pile areas continue to progress, with staff working toward restoring Project lands to a more sustainable native ecosystem. The U.S. Geological Survey (USGS) experimental plots are still active, with USGS staff and Project staff coordinating work and sharing resulting data. Two biocrust salvages and one plant salvage from off-site locations were successfully executed, providing the Project with more native soil and vegetation to promote biodiversity and potentially stabilize Project soils to help minimize dust production. Staff developed and planted a custom native grass seed mix and was also awarded a separate specialty native seed mix from a Watershed Restoration Initiative (WRI) grant. A collaborative weed control endeavor involving Project staff and the State of Utah Division of Natural Resources removed invasive Tamarisk stands and will help prevent encroaching Russian knapweed from accessing the southern site boundary.

### **Crescent Junction**

Tailings placement and compaction in the disposal cell continued throughout the last 12 months.

Maintenance activities were performed at the Crescent Junction site in addition to a pump installation at Green River. The new river pump has been ordered and will replace the aging river pump that pumps water from the Green River to the settling pond at the Green River site.

The Project is considering a new disposal cell cover design, which would result in improved performance and reduced construction costs. During the reporting period, the remedial action contractor completed the 60% design and began work on the 90% design for an evapotranspiration cover. Evapotranspiration covers are composed of rock and soil and topped with vegetation.

**b. Number of workers employed onsite in the past year and projection for the coming year:**

As of July 2022, the Project employed 134 people. Staffing will continue to reflect the shipping schedule.

**c. The work plan for the coming 12 months including any modifications, additions, and deletions:**

The Project plans to continue excavating and conditioning mill tailings, and shipping four trains per week through the end of this FY on September 30, 2022. The shipping schedule will remain the same through the next 12 months with the potential for Friday, Saturday and Sunday shipments as opportunities arise.

Placement of tailings four days per week will continue at the Crescent Junction site for the foreseeable future. The Project has been placing interim covers on tailings that have reached final design elevation in the disposal cell.

The Department of Energy (DOE) awarded the closure remedial action contract March 2, 2022 to NorthWind Portage, the incumbent. The current technical assistance contract expires in September 2022. The procurement process for the technical assistance contract has begun and is scheduled to be award by October 1, 2022.

Operation of the interim groundwater remedial action system will continue, including groundwater extraction, freshwater injection, and surface water diversion (when necessary), along with system monitoring.

**d. Air and water quality monitoring reports and support materials sufficient to inform the public regarding any health risks associated with the Project:**

The Project prepares an Annual Site Environmental Report to inform the public of the environmental site conditions, document compliance with environmental standards and requirements, and highlight significant programs and efforts. A comprehensive network of more than 100 groundwater wells and surface water monitoring locations and 27 environmental air monitoring stations are situated on and off the Project sites. Groundwater and surface water monitoring reports, quarterly air monitoring data reports, and the Annual Site Environmental Reports are readily available on the Project website at [www.gjem.energy.gov/](http://www.gjem.energy.gov/). In addition, copies are maintained in the public reading room at the Grand County Public Library and key stakeholders are notified of their availability on the Project website.

**Air**

The Project monitors public exposure to contaminants, including direct gamma radiation, radon, and airborne radioparticulates, which are directly attributable to the uranium mill tailings and other contaminated materials from the Moab and Crescent Junction sites. Monitoring locations are shown on maps included in the quarterly air monitoring reports. Public exposure to direct gamma radiation and radioparticulates from the Project sites did not exceed DOE public dose limits during the most recent four-quarter period (October-December 2021). Based on the available data, the radon exposure to the maximally exposed individual was below the DOE limit.

During the reporting period, the Project continued its review of the environmental air monitoring network program. The review resulted in recommended changes which were presented to the Moab Tailings Project Steering Committee in January 2021. A committee reviewed the proposed changes to ensure full compliance with the applicable DOE Order and continued protection of the public. DOE approved the changes and those have been implemented since January 2022.

**Employee Radiological Monitoring**

The Project conducts a separate employee radiological monitoring program. Employees who routinely enter the Radiological Contamination Area represent the highest potentially exposed individuals. They are monitored for their radiation exposure, known

as total effective dose, from gamma radiation, radon, and radioparticulates. DOE has a total effective dose limit of 5,000 millirems per year (mrem/yr) and an administrative control level of 2,000 mrem/yr. The Project sets its own goal and ensures engineering and administrative controls are in place to maintain employee radiological dose as low as reasonably achievable (ALARA). Radiation exposure results to date indicate that the Project has adequately protected its workers from radiological hazards by keeping the total effective dose well below the DOE administrative control level.

### **Water**

Active groundwater remediation is conducted to protect potential suitable habitat areas adjacent to the site, and to remove ammonia and uranium mass from the groundwater system. In addition to extraction of contaminated groundwater through eight wells located close to the tailings pile, freshwater (diverted river water) was injected through wells near the river as an additional way of minimizing the discharge of ammonia to the river. Surface water diversion was necessary from the end of June 2021 through September 2021 because areas adjacent to the well field became a suitable habitat for endangered fish species.



## U.S. Department of Energy

200 Grand Avenue, Suite 500  
Grand Junction, CO 81501

July 26, 2022

MOAB-00020-22

Mr. Jacques Hadler, Chair  
Grand County Commission  
125 East Center Street  
Moab, UT 84532

**SUBJECT: GRAND COUNTY CONDITIONAL USE PERMIT (CUP) RESOLUTION,  
ANNUAL STATEMENT OF CONTINUED COMPLIANCE REGARDING  
THE U.S. DEPARTMENT OF ENERGY (DOE) MOAB URANIUM MILL  
TAILINGS REMEDIAL ACTION (UMTRA) PROJECT**

Dear Mr. Hadler:

DOE has prepared the enclosed 2022 Annual Statement of Continued Compliance (ASCC) per CUP resolution #20006-2741. The enclosed report provides details of the operational activities over the past year, projected activities for the coming year, and results of ongoing environmental monitoring programs outlined in Section 17 of the CUP resolution.

DOE looks forward to a continued cooperative relationship with Grand County. If you have any questions regarding the ASCC please contact me at 859-227-5016.

Sincerely,

A handwritten signature in cursive script that reads "Russell McCallister".

Russell McCallister  
Moab Federal Cleanup Director  
Moab UMTRA Project

Enclosure

cc:

M. Udovitsch, DOE  
C. Pulskamp, DOE  
G. Church, RAC  
T. Bachtell, TAC  
J. Thacker, Grand County  
Project File MOA 10.7 (S. Hooper)

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**AUGUST 2, 2022**

<b>TITLE:</b>	Approval of the Non-Disclosure Agreement forms for the MOAB! Tourism Grant and STAR Business Grant evaluation committees
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	August Granath, Grand County Economic Development Director Ben Alter, Grand County Economic Development Specialist

**Prepared By:**  
  
Ben Alter  
  
Specialist, Grand County  
Economic Development

**FOR OFFICE USE ONLY:**  
**Attorney Review:**

**SUGGESTED MOTION:**

I move to approve the non-disclosure agreement forms for use by Grand County Economic Development in facilitating their STAR Business Grant and MOAB! Tourism Grant evaluation and selection processes.

**BACKGROUND:**

Applications to both the STAR Business Grant and the MOAB! Tourism Grant will be reviewed by evaluation committees composed mostly of community members. To ensure that the privacy of applicants, the organizations they represent, and any confidential information submitted to the Economic Development Department (EDD) is respected, the EDD will convene the evaluation committee only after all committee members have agreed to and signed a non-disclosure agreement (NDA).

**ATTACHMENT(S):**

1. NDA form\_STAR Business Grant Evaluation Committee 2022
2. NDA form\_MOAB! Tourism Grant Evaluation Committee 2022

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** is made on August [REDACTED], 2022 (“Effective Date”) by and between Grand County, a Utah political subdivision (the “County”) and **LIST NAMES HERE** (“STAR Committee Members”).

**IN CONSIDERATION** of service on the STAR Business Grants Committee to evaluate and select funding of 2022 grant projects (“STAR Business Grants 2022 Evaluation Process”), the Parties agree as follows:

### 1. Definition of Grant Applicant.

- a. “Grant Applicant” shall mean any individual or organization that submitted or attempted to submit a grant application and “confidential information” (defined below in section 2-a) to Grand County and/or Southeast Utah’s Small Business Development Center (SBDC) for the purposes of 2022 STAR Business grant funding.

### 2. Definition of Confidential Information.

- a. “Confidential Information” shall mean any data or information that is proprietary to any Grant Applicant and not generally known to the public, including, but not limited to: (i) any financial information, operations, business plans and performance results relating to the past, present or future business activities; (ii) plans for products or services, and customer or supplier lists; (iii) any concepts, reports, data, designs, development tools, specifications, databases, computer programs, information and trade secrets; and (iv) any employee information, data, file, resume, communication, interview, and notice of any type. Confidential Information need not be novel, unique or patentable to be designated Confidential Information.
- b. Confidential Information shall not include information which: (i) was known by the STAR Committee Members prior to their participation in the STAR Business Grants 2022 Evaluation Process; (ii) is outside knowledge and is not Confidential Information; (iii) becomes public information not due to a breach of Confidential Information; (iv) is required by the law to be disclosed via subpoena; and (e) is or has been independently developed by the Committee Members.

**3. Non-Disclosure of Confidential Information.** Except as expressly provided herein, the Committee Members shall not share, disclose, or divulge any Confidential Information with any party, including their own entities, employers, or potential or future competitors of any Grant Applicant.

**4. Compelled Disclosure of Confidential Information.** The Committee Members must notify the County and any affected Grant Applicant in writing if they are subpoenaed by law to disclose Confidential Information prior to its disclosure. The County or the Grant Applicant may

file a protective order to preserve the Confidential Information. The Parties agree to cooperate with any such request for a protective order. If a protective order is not an available remedy, as ordered by a Court, disclosure of such Confidential Information may be made without liability to Committee Members.

**5. Return of Confidential Information.** Upon termination or completion of the STAR Business Grants 2022 Evaluation Process, Committee Members shall immediately return to the County all documents, property, and Confidential Information. Committee Members shall not keep or retain copies, notes or abstracts of the Confidential Information.

**6. Term.** This Agreement shall survive the Committee Members' participation in STAR Business Grants 2022 Evaluation Process and remains in effect so long as the Confidential Information is deemed confidential, a trade secret, or privileged by the parties.

**7. Notice of Breach.** Each Committee Member shall notify the County and any affected Grant Applicant immediately upon discovery of any unauthorized use or disclosure of Confidential Information by any Committee Member, or any other known breach of this Agreement. Each Committee Member shall cooperate with efforts to help the County and any affect Grant Applicant regain possession of Confidential Information and prevent its further unauthorized use. This section shall not be construed as limiting the remedies of the County or any affected Grant Applicant hereunder or under state law.

**8. Remedies.**

- a. Injunctive Relief. The Parties acknowledge that the Confidential Information is of a unique and valuable character, and/or privileged information, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and/or harm the Grant Applicant. Because the damages would be impossible to calculate, the Parties agree that each party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder.
- b. Attorneys' Fees and Costs. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its costs and fees, including attorney's fees, incurred to enforce this Agreement and obtain relief.

**9. Binding Effect.** The Parties shall be binding upon each party, their personal representatives, agents, Directors, Officers, employees, and successors and assigns.

**10. Miscellaneous.**

- a. Integration. This Agreement constitutes the entire understanding regarding the Confidential Information between the Parties and supersedes any prior agreements. The Parties may modify this Agreement in writing only.

- b. Governing Law. The validity, construction, and performance of this Agreement shall be governed and construed in accordance with Utah law.
- c. Jurisdiction. The Moab District Court shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.
- d. Waiver. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- e. Severability. If any provision herein is found unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If such modification is not possible, the remainder of the Agreement shall be enforced as if such provision was not included.
- f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

This Agreement is hereby executed by the Parties on the date first written above.

**GRAND COUNTY**

**ATTEST**

\_\_\_\_\_  
 Jacques Hadler, Chair  
 Grand County Commission

\_\_\_\_\_  
 Gabriel Woytek, Clerk/Auditor

**COMMITTEE MEMBERS**

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**IN CONSIDERATION** of service on the MOAB! Tourism Grants Committee to evaluate and select funding of 2022 grant projects (“MOAB! Tourism Grants 2022 Evaluation Process”), the Parties agree as follows:

### 1. Definition of Grant Applicant.

- a. “Grant Applicant” shall mean any individual or organization that submitted or attempted to submit a grant application and “confidential information” (defined below in section 2-a) to Grand County and/or Southeast Utah’s Small Business Development Center (SBDC) for the purposes of 2022 MOAB! Tourism grant funding.

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- b. Confidential Information shall not include information which: (i) was known by the MOAB! Committee Members prior to their participation in the MOAB! Tourism Grants 2022 Evaluation Process; (ii) is outside knowledge and is not Confidential Information; (iii) becomes public information not due to a breach of Confidential Information; (iv) is required by the law to be disclosed via subpoena; and (e) is or has been independently developed by the Committee Members.

**3. Non-Disclosure of Confidential Information.** Except as expressly provided herein, the Committee Members shall not share, disclose, or divulge any Confidential Information with any party, including their own entities, employers, or potential or future competitors of any Grant Applicant.

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- a. Injunctive Relief. The Parties acknowledge that the Confidential Information is of a unique and valuable character, and/or privileged information, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and/or harm the Grant Applicant. Because the damages would be impossible to calculate, the Parties agree that each party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder.
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- d. Waiver. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- e. Severability. If any provision herein is found unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If such modification is not possible, the remainder of the Agreement shall be enforced as if such provision was not included.
- f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

This Agreement is hereby executed by the Parties on the date first written above.

**GRAND COUNTY**

**ATTEST**

\_\_\_\_\_  
 Jacques Hadler, Chair  
 Grand County Commission

\_\_\_\_\_  
 Gabriel Woytek, Clerk/Auditor

**COMMITTEE MEMBERS**

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**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**AUGUST 2, 2022**

<b>TITLE:</b>	Approval of a contract for an “Interactive Destination Map” with Wander App Inc.
<b>FISCAL IMPACT:</b>	\$14,000
<b>PRESENTER(S):</b>	August Granath, Grand County Economic Development Director

**Prepared By:**  
  
Ben Alter  
  
Specialist, Grand County  
Economic Development

**FOR OFFICE USE ONLY:**  
**Attorney Review:**

**SUGGESTED MOTION:**

I move to approve the contract with Wander App Inc. for the development of an “Interactive Destination Map”.

**BACKGROUND:**

The Economic Development Department (EDD) is working diligently to ensure that visitors to our community have the information they need to recreate responsibly in our community. One gap we have identified is a high-quality map that lays out our area in an interactive way that visitors can utilize during the trip planning process. While maps exist, and interactive maps exist, there is no tool that allows total and complete back end access to select which points of interest we show and what information we choose to share. We would embed this map on our website and direct visitors to use the mobile app (which works without cell service) when trip planning. Ultimately, this would allow us to move closer to our goals of promoting responsible recreation.

Our office reached out to three vendors and selected Wander App Inc. as they offered the best product and the best price. The cost of the contract is within budget.

**ATTACHMENT(S):**

1. Grand County – Wander Contract
2. Wander App Master Services Agreement
3. Wander App Proposal
4. VisitWidget Proposal
5. STQRY Proposal



# Interactive Destination Map Proposal

**Prepared by:**  
Nathan Porter  
Wander App Inc.

**Prepared for:**  
Jacques Hadler  
Grand County

# Introduction

## The power of a map.

"If a picture is worth a thousand words, then a map is worth a million"

- Patrick Abbott

Wander specializes in providing beautiful, personalized map experiences for travel destinations around the world. Wander is the best available platform for creating and sharing interactive maps, and the only interactive mapping platform built specifically for the tourism industry.

## About Us

We are a team of passionate lifelong travelers and technologists who believe that beautifully designed maps can be a tool for cultural understanding, cultural healing, and economic development in local communities. We build web and mobile experiences that connect travelers to the culture and landscape of destinations around the world.

Name	Price	QTY	Subtotal
Wander Platform License (one year) Unlimited map usage for visitors, technical support, all newly released features at no extra cost (*Early Adopter Exclusive Deal).	\$24,000.00	1	\$24,000.00
Map Style Creation 2 custom map styles. One satellite and one vector. Unlimited revisions (* Early Adopter Exclusive No Cost Deal).	\$0.00	1	\$0.00

<b>Map Content Collection, Map Creation</b>	<b>\$2,000.00</b>	<b>1</b>	<b>\$2,000.00</b>
Grand County Destination Map with all known trails and points of interest. Trails include hiking, biking, kayak, and walking trails in the given boundaries, each grouped into categories that can be defaulted on or off depending on the season (the map does not include detailed state or national parks). Assistance in manually adding photos, descriptions, and other details (owned and gathered by the destination) that have previously been collected by Grand County. Collection and creation of remaining content necessary to make the map beautiful and complete.			
<b>Website Embed and Content Entry Support</b>	<b>\$0.00</b>	<b>1</b>	<b>\$0.00</b>
Assistance in embedding the map on the <b>Grand County</b> websites when ready, and assistance in any content entry work that would be helpful (* Early Adopter Exclusive No Cost Deal).			
<b>Data Analytics</b>	<b>\$1,200.00</b>	<b>1</b>	<b>\$1,200.00</b>
Use of Wanders data analytics and collection (*Early Adopter Exclusive Deal)			

Subtotal	<b>\$27,200.00</b>
Early Adopter Discount (50% Off license)	<b>-\$12,000.00</b>
Early Adopter Analytics Discount	<b>-\$1,200.00</b>
Tax	<b>\$0.00</b>
<b>Total</b>	<b>\$14,000.00</b>

## Wander Map Design and Delivery Process

Our goal is to ensure your map requires minimal time and effort on your part : (with estimated dates)

- **Map Strategy Meeting:** We will go over the goals and applications for your map, along with an assessment of what map content is available, and what needs to be collected and created. *(30 min - 1 hr) 8/5*
- **Content Gathering:** Once we have access to the available content you have (it doesn't need to be organized or pretty), we will go to work collecting the rest. We have access to large banks of open source gis data that we use for trails, and points of interest, and we use AI superpowers to fill written content gaps where needed. *(1-2 weeks) 8/8-8/22*
- **Map Experience Design:** Based on your destination's unique brand, we will work with you to put the final touches on your map. This is where we choose and implement colors, fonts, icons, and categories. *(1-2 weeks) 8/23-9/6*
- **Review Meetings:** We like to do at least two review meetings throughout the map building process, but we can check in as often as you'd like. *9/8*
- **Map Delivery and Distribution Strategy:** Once your map is ready for visitors, we assist in coming up with a map distribution strategy. This includes support in embedding your map on your website, generating trackable, dynamic QR codes, and assisting in generating visuals that can be used in map distribution. *9/16*

\*This timeline is an estimate based on previous maps built and delivered by the Wander team. Actual delivery times will depend on how quickly we receive access to existing content and resources.

# Terms of Agreement

## Terms and Conditions

### 1. Definitions

Wander is an interactive mapping solution and service offered to its clients referred to as “the destination”, as a flexible and affordable means to building, updating, and distributing destination maps. As referred to as “The Services”, Wander will lead the map design and building process with direction from the destination. Wander App Inc will support the destination's efforts in distributing the created map to whom it may be of use.

### 2. Scope of Service

The services will include the items listed in the proposal price breakdown on page 2, and the map building procedures outlined on page 3.

### 3. Privacy Policy

Your registered account will be verified through your registered email address. Upon confirmation, you will be asked to fill out a form in which you will share your personal information. After accepting the terms and conditions in the privacy policy, you may log on using your registered account. We respect your right to privacy. We will not disclose nor sell your personal identification and other pertinent details that will reveal any close connection to your true identity.

### 4. Payments

Payments for the Wander Platform are made yearly at the decided date. Invoices will be sent a month prior to the payment date, and will be expected to be paid within 30 days of the payment date.

## 5. User Content

Any material, information or communication you upload using our platform will be treated as non-confidential and non-proprietary. You automatically grant us permission to use the material/information/communication for our use whether for app content, customer and client training materials, or marketing our product or services.

## 6. Modifications of the Service

We may add, modify or disable some of the existing features on the Wander Platform. Although highly unlikely, as most software changes happen without any pause in service, we reserve the right to change or discontinue the service from time to time to make room for maintenance procedures or upgrade of the Wander Platform. We will not be held liable for any changes or modifications we deem necessary for the improvement of the overall platform.

## 7. Sign Off & Acceptance

IN WITNESS WHEREOF, each of the Parties has reviewed this project proposal and MSA and agree to the work, terms, and conditions listed herein.

Wander App Inc.

Grand County

07 / 11 / 2022

Nathan Porter

Jacques Hadler, Grand County Commission  
Chair

## WANDER MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**MSA**”) sets forth the terms and conditions that apply to access and use of the Services (as defined below) of **WANDER APP INC.**, a Delaware corporation, with its principal place of business at **1083 Terrace Drive, Provo, Utah 84604** (“**Provider**”) by the customer set forth on an Order Form submitted to Provider (“**Customer**”). This MSA, together with any Order Form (each an “**Order Form**”) submitted by Customer and accepted by Provider after the date of Customer’s agreement to this MSA, together constitute the Agreement (“**Agreement**”).

WHEREAS, Customer desires to utilize Provider’s Services as described herein and Provider desires to provide Customer access to such Services, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. **Definitions.**

- 1.1. “**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.
- 1.2. “**Authorized Users**” means Customer’s employees, consultants, contractors and agents (a) who are authorized by Customer to access and use the Services in accordance with this Agreement, (b) for whom access to the Services has been purchased hereunder, and (c) who have accepted and are bound by Provider’s online Terms and Conditions; *provided*, in each case, that no competitor of Provider (as reasonably determined by Provider) may be an Authorized User.
- 1.3. “**Customer Data**” means information, data, and other content, in any form or medium, that is collected, uploaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include De-Identified Data or Usage Data.
- 1.4. “**Data Protection Laws**” mean collectively any applicable data protection, privacy or similar laws applicable to the processing of Personal Information in the jurisdiction where Services are performed or used and/or applicable to the Personal Information processed as part of the Services, if any.
- 1.5. “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, data or database protection, or other intellectual property rights Laws and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.6. “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- 1.7. “**Order Form**” means any order form or proposal entered into by the parties hereto in connection with the Services, each of which shall be governed by the terms of this Agreement.
- 1.8. “**Personal Information**” means Customer Data which may be used, alone or in conjunction with any other information, to identify a specific person or to make a specific person identifiable, including, without limitation, any (1) name, social security number, date of birth, official State or government issued driver’s license or identification number, alien registration number, government passport number, employer or taxpayer identification number; (2) unique biometric data, such as fingerprint, voice print, retina, iris image, or other unique physical representation; (3) unique electronic identification number, address, or routing code; or (4) telecommunication identifying information or access device, in each case to the extent protected under any Data Protection Law.
- 1.9. “**De-Identified Data**” means data or information related to or derived from Customer Data that is used by Provider in an aggregate, de-identified, or anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 1.10. “**Services**” means Provider’s services identified on each applicable Order Form and the online and mobile application, platform, and/or application programming interface that enables Customer’s access to such services and any of Provider’s users access to such services.
- 1.11. “**Usage Data**” means any data or other information collected by or on behalf of Provider relating to the provision, access, use, operation, or performance of the Services by or on behalf of Customer or any Authorized User, including any data or other information derived therefrom.

## 2. Services.

- 2.1. Access and Use of Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms of this Agreement and with Provider's Terms and Conditions and Privacy Policy, each of which is located at <https://www.wandermaps.com/> and is hereby incorporated by reference, Provider hereby grants to Customer a non-exclusive, limited, revocable, non-transferable, and non-sublicensable right to access and use the Services during the Term (as defined below) of this Agreement, solely for use by Authorized Users in accordance with this Agreement. Such use is limited to Customer's internal use. Provider will provide to Customer the Access Credentials no later than five (5) business days following the Effective Date. Subject to Section 3 hereof, the total number of Authorized Users will not exceed the number set forth on the applicable Order Form. Access Credentials are personal to each Authorized User and may not be shared with or used by any other party. Customer has and will retain sole responsibility for all access to and use of the Services by any Authorized User and will securely administer the distribution and use of all Access Credentials to protect against any unauthorized access to or use of the Services.
- 2.2. Use Restrictions. Customer will not (and will not allow any Authorized User or any third party to) (a) copy, modify, adapt, translate or otherwise create derivative works or improvements of the Services, (b) reverse engineer, decompile, disassemble, decode, adapt or otherwise attempt to discover the source code of the Services, in whole or in part, (c) rent, lease, lend, sell, sublicense, assign, distribute, publish or otherwise transfer or make available rights in or to the Services, (d) remove, delete, alter, or obscure any specifications, documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services, including any copy thereof, (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Services, or (f) access or use the Services in any manner or for any purpose (i) that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer); (ii) to gather competitive information or compete directly or indirectly with Provider; or (iii) that violates any applicable Law. Customer agrees to comply with all applicable Laws and regulations in Customer's use of and access to the Services.
- 2.3. Changes. Provider reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services to its customers; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law.
- 2.4. Suspension or Termination of Services. Provider may, directly or indirectly, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if Provider believes that there has been a material breach of Customer's or an Authorized User's obligations under this Agreement, a security breach, or a violation of Law. This Section 2.4 does not limit any of Provider's other rights or remedies, whether at Law, in equity, or under this Agreement.
- 2.5. Community Guidelines. The Services may permit Customer, Authorized Users, and other users of the Services to upload data, information, or other materials, including Customer Data, in a manner that makes such data, information, or other materials publicly available or accessible to other users of the Services. Customer is solely responsible for any data, information, or other materials, including Customer Data that it or one of Customer's Authorized Users uploads to the Services. Neither Customer nor any Authorized User will use the Services to do any of the following:
  - (a) Harass, threaten, disrupt or defraud other users or otherwise create or contribute to an unsafe, harassing, threatening or disruptive environment;
  - (b) Make unsolicited offers, advertisements, political campaigns, proposals, or send junk mail or "spam" to other users;
  - (c) Impersonate another person or access another user's account;
  - (d) Share Provider-issued passwords with any third party or encourage any other users to do so;
  - (e) Upload any material that is damaging to computer systems or data of Provider or users of the Services (e.g. viruses, corrupted files, or any other similar software files);

- (f) Upload or post any material that is inappropriately violent, unduly graphic, pornographic, bigoted, derogatory, racist, or offensive, or that violates the Intellectual Property Rights of any third party.

Customer acknowledges that Provider has the right, but no obligation, to monitor any data, information, or other materials that Customer, Authorized Users, or other users of the Services may upload to the Services. Provider may remove any data, information, or other material that Provider determines, in its sole discretion, violates the foregoing requirements; *provided*, that Provider takes no responsibility and assumes no liability for any data, information, or other material that is uploaded to the Services by Customer, any Authorized User, or other users of the Services.

3. **Fees and Payment.** Customer shall pay Provider the fees set forth in the applicable Order Form. Unless otherwise set forth in the applicable Order Form, invoices are due and payable in United States dollars within thirty (30) days after the invoice date, without deduction or setoff. Customer shall pay or reimburse Provider for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of or related to this Agreement or the transactions contemplated hereby, other than net income taxes imposed on Provider. Any amount not paid when due hereunder shall be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid.

4. **Confidentiality.**

- 4.1. **Confidential Information.** In connection with this Agreement each party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other party (as the “**Receiving Party**”). Subject to Section 4.2, “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, or information that a reasonable person would consider confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”. Without limiting the foregoing, the Services and the underlying data (including De-Identified Data and Usage Data) are the Confidential Information of Provider and Customer Data is the Confidential Information of Customer.
- 4.2. **Exclusions.** Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not known to the Receiving Party to be under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 4.3. **Protection of Confidential Information.** Neither party shall use the Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information except to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 4.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 4. Each party shall safeguard the other party’s Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care, shall promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with the Disclosing Party to prevent further unauthorized use or disclosure.
- 4.4. **Compelled Disclosures.** If the Receiving Party or any of its representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 4.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 4.4, the Receiving Party remains required by Law to

disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

5. **Non-Solicitation.** During the Term and for one (1) year thereafter, Customer shall not, and shall not assist any other person to, directly or indirectly recruit, employ, engage as an independent contractor, or solicit for employment or engagement as an independent contractor any person then is, or within the six (6) months prior to such recruitment, hiring, engagement or solicitation, was, employed or engaged as an independent contractor by Provider; *provided*, provided that the foregoing obligation shall not apply to a bona fide response to a general job posting or solicitation that was not targeted at a particular employee or contractor.

6. **Intellectual Property Rights.**

6.1. **Services.** As between Customer and Provider, Provider is and will remain the sole and exclusive owner of all right, title, and interest in and to the Services and any underlying data (excluding Customer Data, but including De-Identified Data and Usage Data), including all Intellectual Property Rights therein, and with respect to third-party materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to such third-party materials. Customer has no right, license, or authorization with respect to any of the Services or underlying data (other than the Customer Data) except as expressly set forth in Section 2 or the applicable third-party license, in each case subject to any restrictions in this Agreement (or such third-party license, as applicable). All other rights in and to the Services are expressly reserved by Provider. To the extent Customer has any right, title, or interest in the De-Identified Data or Usage Data, Customer hereby assigns all such right, title, and interest in and to such De-Identified Data and Usage Data, including in each case, all Intellectual Property Rights relating thereto. Customer hereby grants to Provider a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable (only to a successor in interest by way of merger, reorganization or sale of all or substantially all assets of the business unit performing the Services or equity, or operation of law), sublicensable license to use, copy, modify, or distribute, including by incorporating into the Services, any suggestions, enhancement requests, recommendations or other feedback provided by Customer, Customer's Authorized Users, or other users relating to the operation of the Services. Included in such license is the right to (i) identify or reference Customer as a user of Provider's Services and a right to use Provider's logo in connection therewith, and (ii) perform and make public a case study with respect to Customer and its use of the Services and results of the Services.

6.2. **Customer Data.** As between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights embodied therein, subject to the rights and permissions granted in this Section 6.2. Customer hereby grants to Provider a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable and transferable license to (i) use, copy, process, transmit, store, host, edit, modify, aggregate, de-identify, combine, reproduce, distribute, display, perform, and prepare derivative works of the Customer Data in connection with the Services and (ii) otherwise access, use or make reference to any Intellectual Property Rights in the Customer Data: (a) to provide the Services including to enable the Customer and any Authorized Users to access and use the Services; (b) for diagnostic purposes; (c) to make any changes or improvements to the Services, including as set forth in Section 2.3, whether requested by the Customer or not; (d) to develop other Services; and (e) as reasonably required for the performance of Provider's obligations under this Agreement. For clarity, the foregoing license continues after termination of this Agreement with respect to any Customer Data that Customer or any Authorized User posts or otherwise makes publicly available through the Services. To the extent any Customer Data constitutes Personal Information, the terms of Provider's Privacy Policy apply.

6.3. **Personal Information.** Each party agrees to use and process any Personal Information that such party has access to in connection with this Agreement in accordance with applicable Data Protection Laws.

7. **Representations, Warranties and Covenants.**

7.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that (a) it is duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation or other organization, (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; and (c) when executed/electronically accepted and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. **Additional Customer Representations, Warranties, and Covenants.** Customer represents, warrants, and covenants to

Provider that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Provider and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

- 7.3. Third Party Software. The Services may contain or require use of third-party software that require notices or additional terms and conditions and privacy policies. Such required third-party notices or additional terms and conditions shall be provided to Customer from time to time, upon Customer's written request, and are incorporated by reference into this Agreement. By accepting this Agreement, Customer is also accepting the additional terms and conditions and privacy policies, if any, set forth in such third-party notices and/or terms and conditions. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES AND ACCEPTS NO LIABILITY WITH RESPECT TO THIRD-PARTY SOFTWARE.
- 7.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS SET FORTH IN SECTION 7.1, ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PROVIDER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

## 8. Indemnification.

- 8.1. Provider Indemnification. Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees ("Losses") incurred by Customer resulting from any claim or action by a third party that Customer's use of the Services (excluding third party materials) in accordance with this Agreement infringes or misappropriates such third party's Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises from (a) modification of the Services other than: (i) by or on behalf of Provider; or (ii) with Provider's written approval in accordance with Provider's written specification, (b) combination of the Services (or any portion thereof) with any other product or service, (c) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Provider, (d) Customer Data, (e) Provider implementing instructions or requests of Customer, or (f) any act, omission, or other matter described in Section 8.2, whether or not the same results in any claim or action against or Losses by any Provider Indemnitee.
- 8.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Provider and its Affiliates and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "**Provider Indemnitee**") from and against any and all Losses incurred by such Provider Indemnitee resulting from any claim or action by a third party (other than an Affiliate of a Provider Indemnitee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from (a) Customer's or an Authorized User's use of the Services, (b) Customer Data, including any processing of Customer Data by or on behalf of Provider in accordance with this Agreement, (c) any other materials or information (including any documents, data, specifications, content, or technology) provided by or on behalf of Customer or any Authorized User, (d) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement, or (e) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement. The foregoing obligation does not apply to the extent that the alleged Losses arise from any act or other matter described in Section 8.1 to the extent Provider is indemnifying Customer for such act or other matter.
- 8.3. Indemnification Procedure. Each party shall promptly notify the other party in writing of any claim or action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at the indemnitor's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the indemnitor's sole cost and expense. The party seeking indemnification may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The indemnitor shall not settle any claim or action in any manner that adversely affects the rights of the party seeking indemnification without that party's prior written consent, which shall not be unreasonably withheld or delayed. If the indemnitor fails or refuses to assume control of the defense of such claim or action, the party seeking indemnification shall have the right, but no obligation, to defend against such claim or action, including settling such claim or action after giving notice to the indemnitor, in each case in such manner and

on such terms as the party seeking indemnification may deem appropriate. The party seeking indemnification's failure to perform any obligations under this Section 8.3 will not relieve the indemnitor of its obligations under this Section 8, except to the extent that the indemnitor can demonstrate that it has been prejudiced as a result of such failure.

8.4. **Mitigation.** If any of the Services are, or in Provider's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense (a) obtain the right for Customer to continue to use the Services materially as contemplated by this Agreement, (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services, as applicable, under this Agreement, or (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and require Customer to immediately cease any use of the Services or any specified part or feature thereof, provided that if such termination occurs prior to the first anniversary of the Effective Date, subject to Customer's compliance with its post-termination obligations set forth in Section 10.3, Customer will be entitled to a pro rata refund.

8.5. **Sole Remedy.** THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. **Limitations of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER WILL NOT BE LIABLE FOR CUSTOMER'S LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF PROVIDER OR ITS AFFILIATES HAVE BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. PROVIDER'S (AND ITS AFFILIATES') TOTAL CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM CLAIMS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 10. **Term and Termination.**

10.1. **Term.** This Agreement commences as of the Effective Date and will continue in effect for twelve (12) months from such date (the "**Initial Term**"), unless earlier terminated by a party in accordance with the terms of this Agreement. Following the Initial Term, this Agreement shall automatically renew for successive twelve (12) month terms (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party provides notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Term.

10.2. **Termination.** (a) Either party may terminate this Agreement or any Order Form without cause upon thirty (30) days' prior written notice to the other party; *provided*, that Customer shall not be entitled to refund of any prepaid amounts if Customer terminates this Agreement pursuant to this Section 10.2(a). (b) In addition to any other express termination right set forth elsewhere in this Agreement either party may terminate this Agreement, effective on written notice to the other party, if (i) the other party materially breaches this Agreement and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach or (ii) if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, in each case that is not discharged within sixty (60) days; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. (c) In the event that Customer fails to budget and appropriate funds for the Services in or for any Renewal Term ("**Non-appropriation**"), then Non-appropriation shall be deemed to have occurred and Customer shall have no liability or obligation for the payment of Services for such Renewal Term, and this Agreement shall automatically terminate upon such Non-appropriation

10.3. **Effect of Termination or Expiration.** Upon any expiration or termination of this Agreement, except as expressly

otherwise provided in this Agreement:

- (a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;
- (b) each party shall immediately cease all use of any Confidential Information of the other party and (i) promptly return or destroy, at the Receiving Party's election and subject to applicable Law, all documents and tangible materials containing, reflecting, incorporating, or based on Confidential Information; and (ii) permanently erase all Confidential Information from all systems the Receiving Party directly or indirectly controls, provided that, for clarity, Provider's obligations under this Section 10.3 do not apply to any De-Identified Data or Usage Data; and
- (c) notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain Confidential Information (i) to the extent and for so long as required by applicable Law and (ii) in the Receiving Party's backups, archives, and disaster recovery systems until such Confidential Information is deleted in the ordinary course. For the avoidance of doubt, all information and materials described in this Section 10.3(c) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement.

## **11. Miscellaneous.**

- 11.1. Force Majeure. Provider will be excused from performance in this Agreement to the extent that performance is prevented, delayed, or obstructed by causes beyond its reasonable control.
- 11.2. Entire Agreement. This MSA (including any modification hereof in accordance with Section 11.6), together with each Order Form and Provider's Terms and Conditions and Privacy Policy, represents the sole and complete agreement between Customer and Provider concerning its subject matter, and supersedes all prior agreements (both written and oral) between the parties with respect thereto. If there is a conflict between this Agreement and any provision in Provider's Terms and Conditions and Privacy Policy, the terms of this Agreement will control.
- 11.3. Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such provision will be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 11.4. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement will be governed by and construed under the laws of the State of Utah without reference to its conflict of law principles that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the Moab District Court located in Grant County, Utah, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 11.5. Notices. Any notices to Provider or to Customer must be sent to Provider's or Customer's, as applicable, address in the introductory clause above (or as found in the applicable Order Form), via personal delivery, registered or certified mail, overnight courier, or email (with confirmation of transmission) and are deemed given (a) if delivered personally, upon receipt; (b) if delivered by registered or certified mail, three business days following deposit with the USPS; (c) if delivered by overnight courier, on the business day following deposit with such courier; and (d) if delivered by email, when sent, if sent during the recipient's normal business hours, and otherwise on the next business day.
- 11.6. Modifications. This Agreement may be updated or modified from time to time only pursuant to a writing executed by an authorized agent of each of Provider and Customer. Provider shall not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Provider specifically agrees to such provision in writing and such writing is signed by an authorized agent of Provider.
- 11.7. Assignment and Change of Control. Customer may not assign, delegate, or otherwise transfer any of Customer's rights in this Agreement without Provider's prior written consent, and any such attempt is void. No permitted

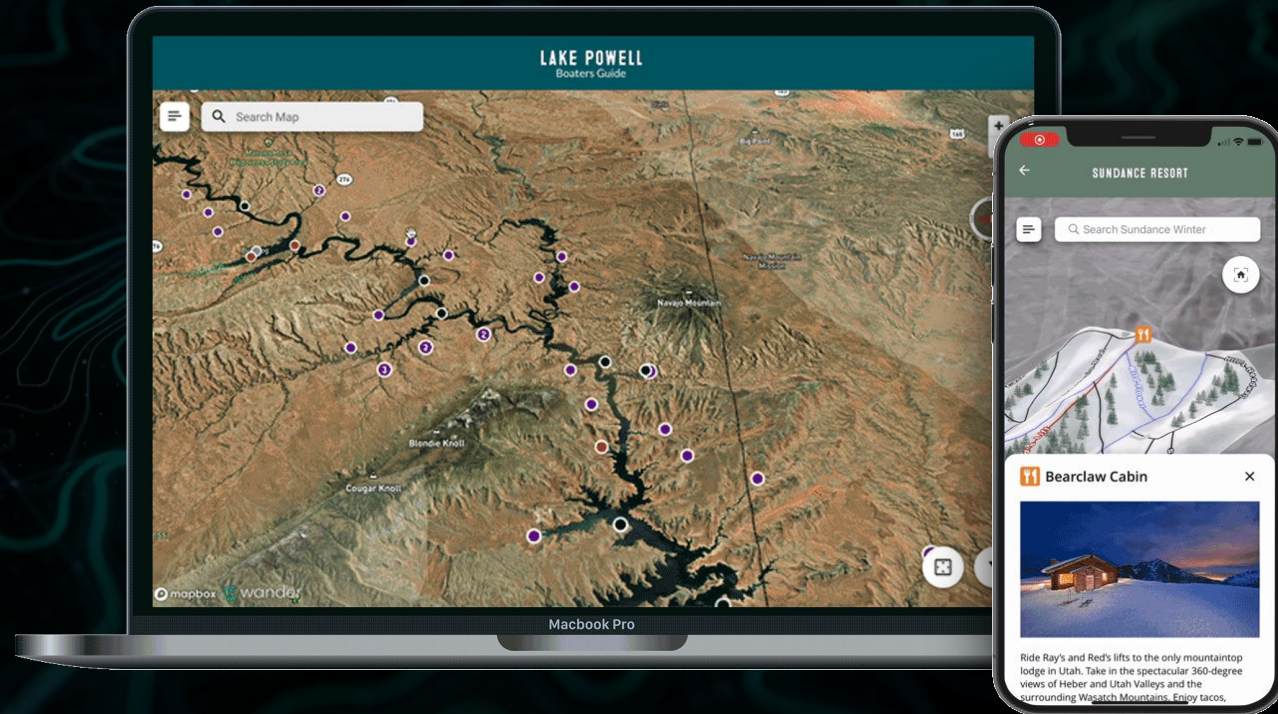
assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Provider has the right to terminate this Agreement in the event of a merger, reorganization or other transaction resulting in a change of control of the Customer, effective immediately upon notice of such termination to the Customer or to the surviving entity to which the Customer undergoes such change of control. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

- 11.8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 11.9. Relationship of the Parties. The relationship between Provider and Customer is one of independent contractors and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 11.10. Survival. The following provisions will survive the expiration or termination of this Agreement: Sections 4 (Confidentiality), 5 (Non-Solicitation), 6 (Intellectual Property), 7 (Representations, Warranties and Covenants), 8 (Indemnification), 9 (Limitation of Liability), 10.3 (Effect of Termination or Expiration), and 11 (Miscellaneous).
- 11.11. Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations could cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity, or otherwise.

BEFORE ACCEPTING THIS AGREEMENT BY SUBMITTING AN ORDER FORM TO PROVIDER, CUSTOMER IS ADVISED TO CAREFULLY READ THE TERMS OF THIS AGREEMENT AND ANY APPLICABLE DOCUMENTATION. BY CLICKING TO ACCEPT THIS AGREEMENT, CUSTOMER (1) AGREES TO BE BOUND BY AND BECOMES A PARTY TO THIS AGREEMENT AND (2) CONFIRMS THAT THE INDIVIDUAL ENTERING THIS AGREEMENT HAS AUTHORITY TO SO BIND CUSTOMER WITHOUT FURTHER ACTION BY CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER SHOULD NOT CLICK THE "AGREE" BUTTON AND THE SERVICES WILL NOT BE USABLE.



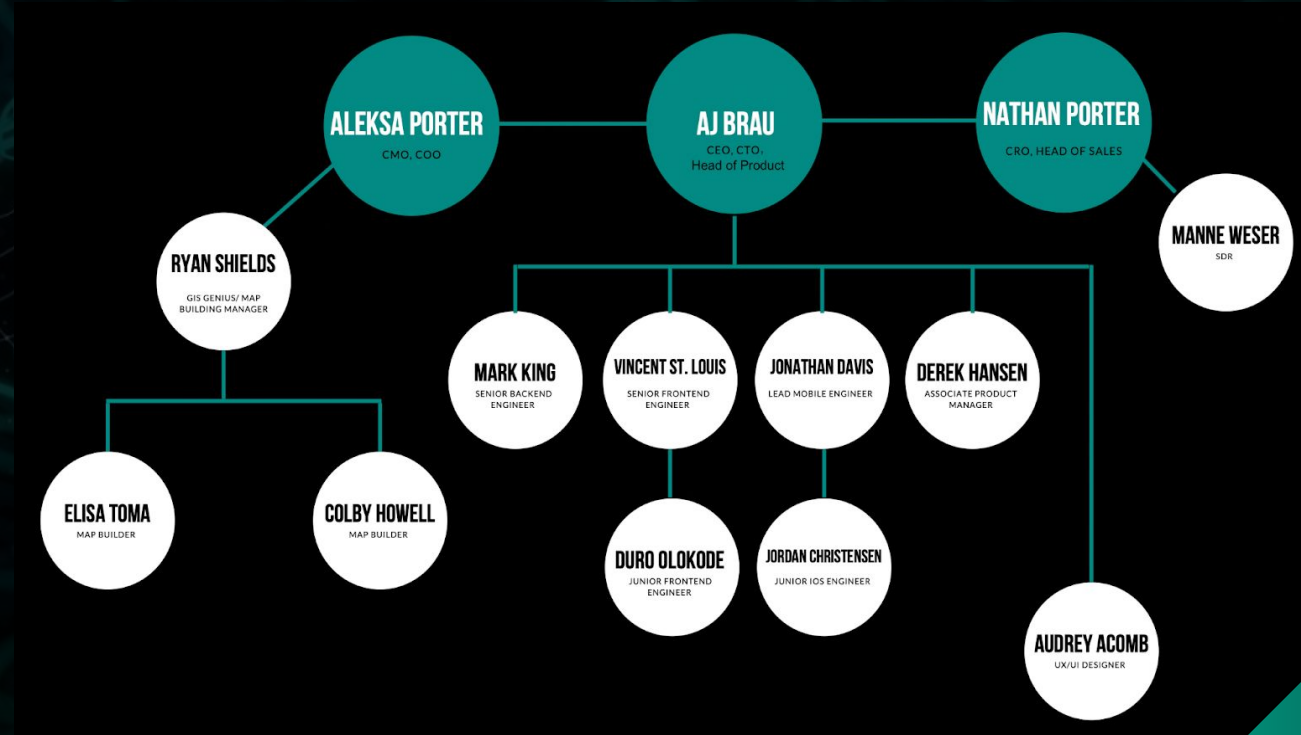
The Destination  
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# ABOUT US

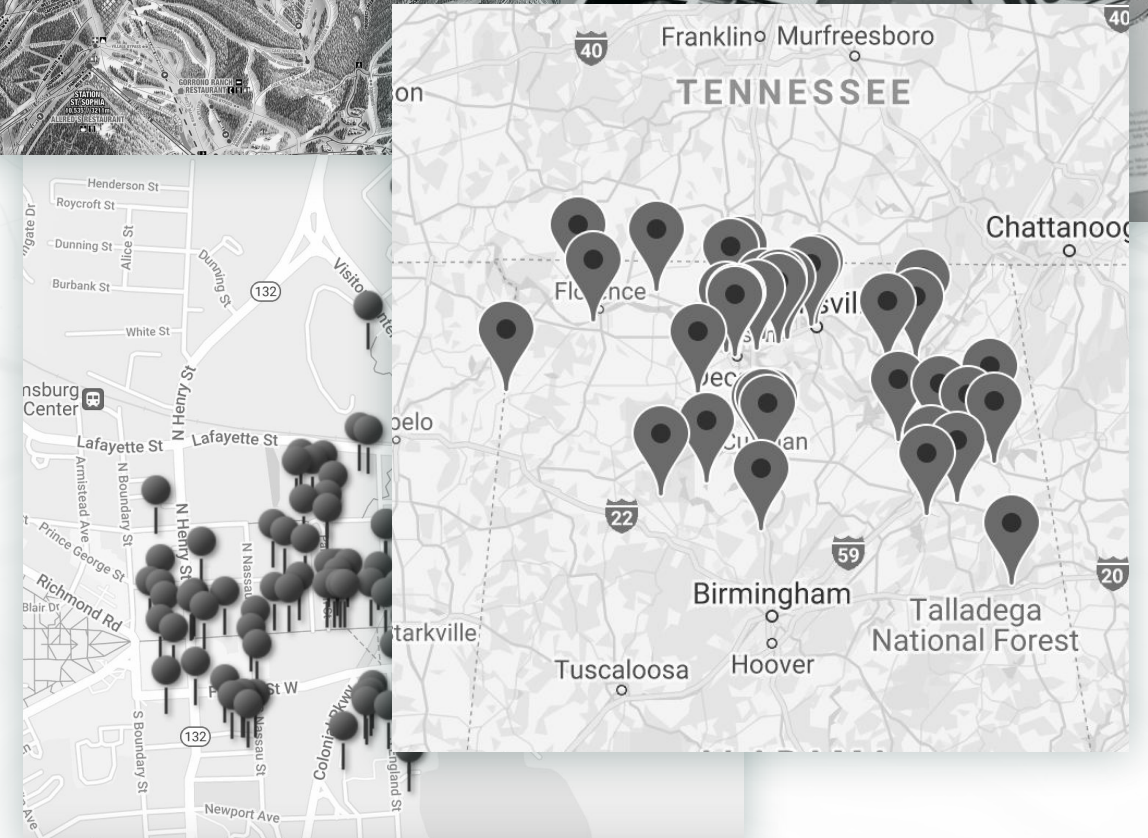
Wander, is an indigenous and women owned company founded in January 2021. Our CEO and co-founder AJ discovered her love for interactive destination apps in 2012 when she decided to build a map app for Lake Powell in UT/AZ. This experience taught her the importance of maps in creating a sustainable future for travel and recreation.

The three Wander founders have fallen in love with the tourism industry, and we believe that Wander will continue to empower and strengthen local communities around the world, while protecting and sustaining the magic of travel.



# Maps Aren't Great Anymore

- Visitors get frustrated.
- There's no offline use.
- They're difficult to update.
- They're expensive to print.
- There's no GPS.



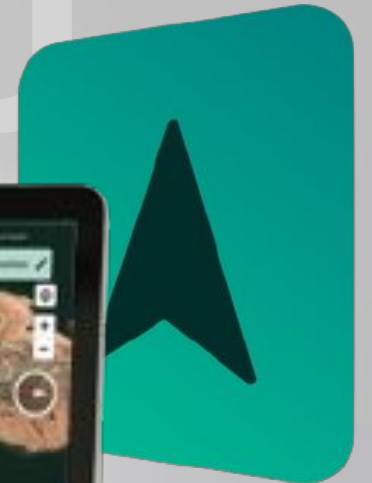
# Introducing Wander Maps



Designed for your customers by the one who knows your destination best

- Create custom, 3D offline, interactive maps.
- Save time with seamless distribution.
- Receive customer analytics.
- Save money on paper maps.
- Get multiple licenses and logins for admin access to your maps.

YOU

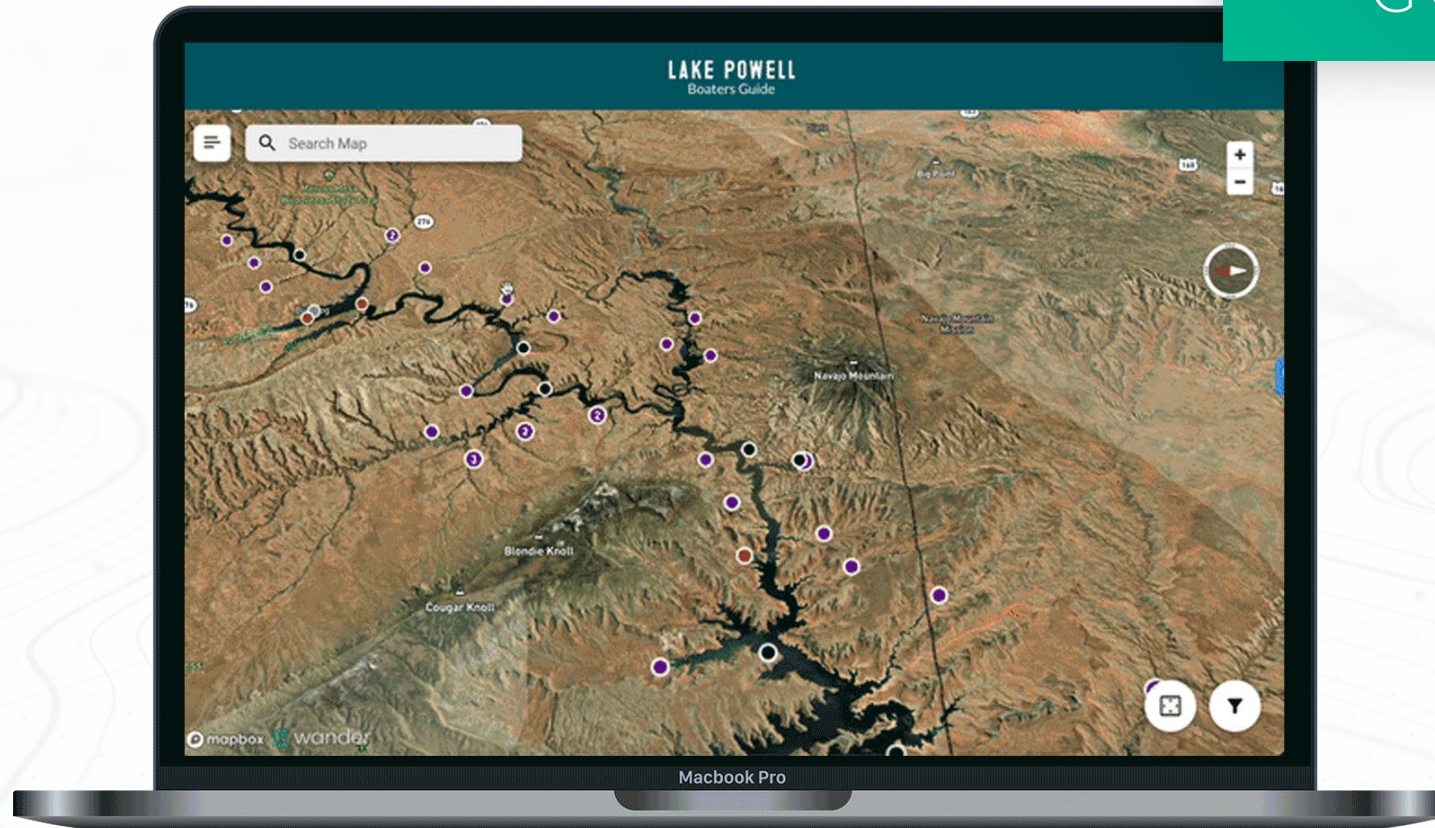


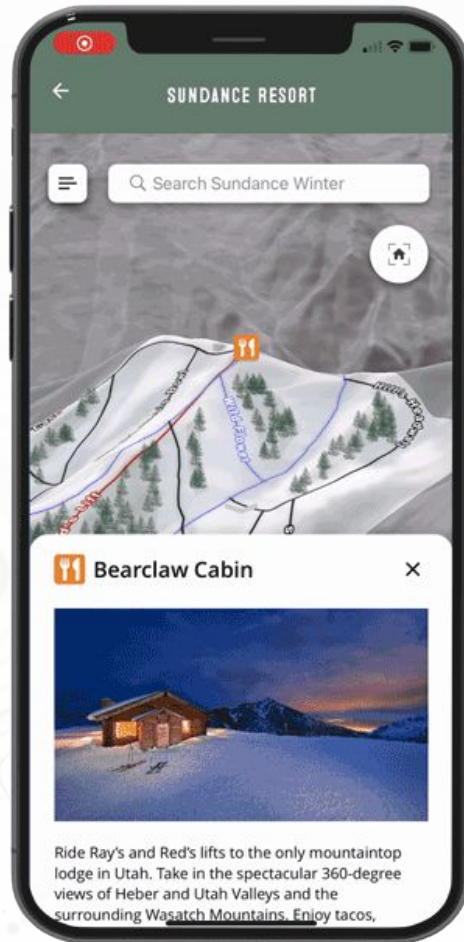


## GORGEOUS MAPS

### Custom-designed for your destination

- 3D terrain
- Custom branding
- Custom styles
- High-resolution imagery





## EFFORTLESS UX

### Easy-to-use experience

- Features an intuitive experience for your guests
- Helps your guests get their bearings faster than ever before
- Built specifically for your destination

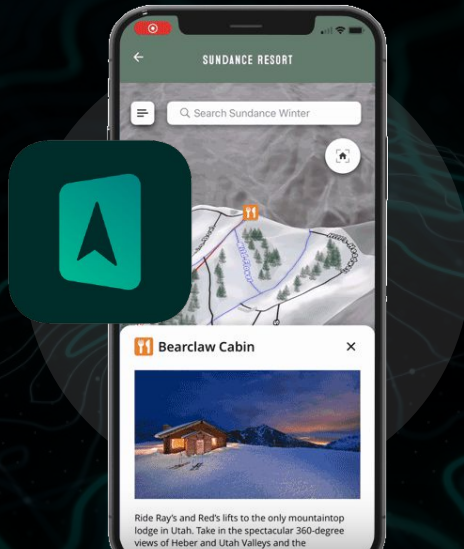
# Distribution

Easily distribute your map experience to your visitors through any channel:



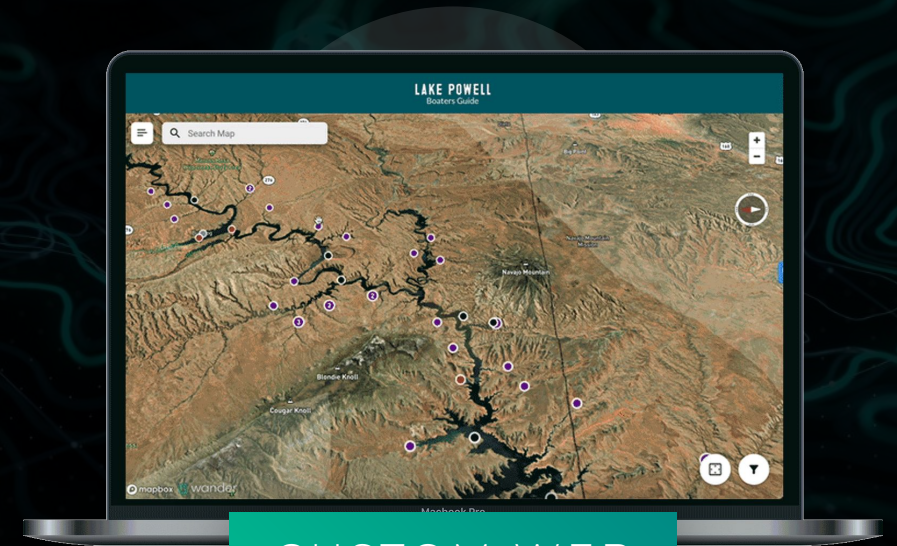
MOBILE WEB

No login or download required. Just scan the QR code!



WANDER APP

View the entire destination and take it offline on the app.

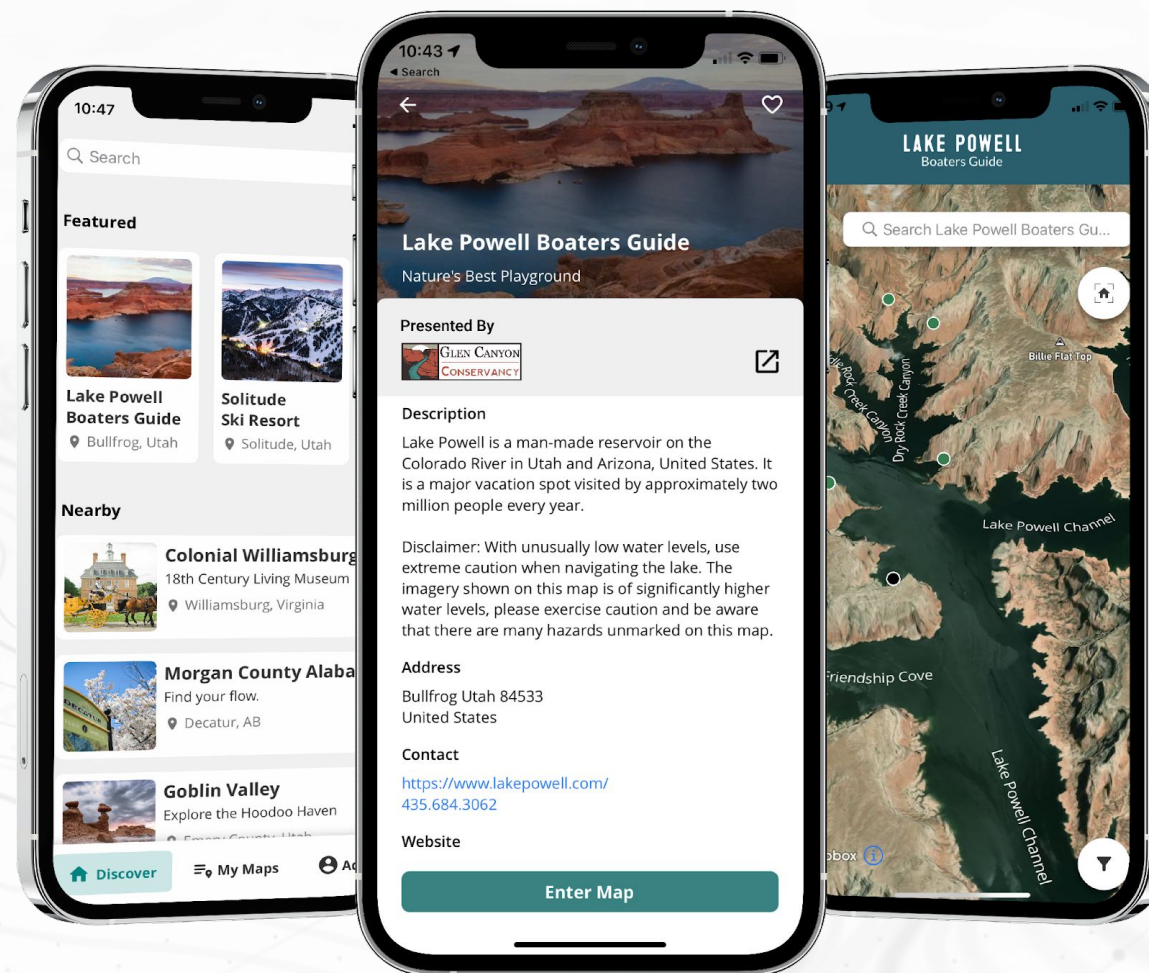


CUSTOM WEB

Embed and integrate your map directly on your website(s).

## What we believe this opportunity will do for Discover Moab

- Help with your goal of Protecting and Preserving Moab.
- Have an effective and seamless tool to give to visitors.
- Help keep visitors safe and informed.
- Support more partnerships with area stakeholders.
- Take control and facilitate how people Discover Moab.



# WHY WANDER?

## Protect and Preserve

- Whoever manages the primary resource visitors use to visit a location has the greatest influence on where people go and where they spend their time and money. Wander maps are the most consumable and user friendly travel resource available for a destination, thanks to great ux, performant technology, and authoritative content.
- This resource also allows you to facilitate and manage what visitors see. Alltrails and Trailfork along with camping resources don't have accurate, user friendly, or free information. With Wander, you are able to manage trails, mountain bikers, offroaders, campers and also promote local downtown businesses.

## Visitor Data Insights (coming soon)

- Wander allows destinations to ethically and cost effectively source and visualize visitor location data.

## Improved Visitor Experience

- Visitors love great map experiences, because a great map experience removes frustration, and lowers the time it takes to make confident travel decisions.

## Cost Savings

- The average cost of a paper map or pamphlet for our customers is \$.30 per map, but many State and National Parks spend well over 100k per year on paper maps, and ski resorts and amusement parks spend between 40k and 80k per year on paper maps.

## Sustainable tourism

- A gorgeous map is one of the best ways to showcase what your destination has to offer so potential visitors can imagine themselves in your destination and have a MOAB official resource to recreate responsibly and sustainably.



# Pricing

---



## Map setup (one-time fee):

\$1,000

## Hosting (all features included):

- ✓ Embedded on website
- ✓ Mobile Version
- ✓ In-App version
- ✓ QR Codes to post
- ✓ Offline use for all visitors
- ✓ Includes all updated features

\$1,000 (monthly)

\$12,000 (annually)

# A Few Wander Destinations

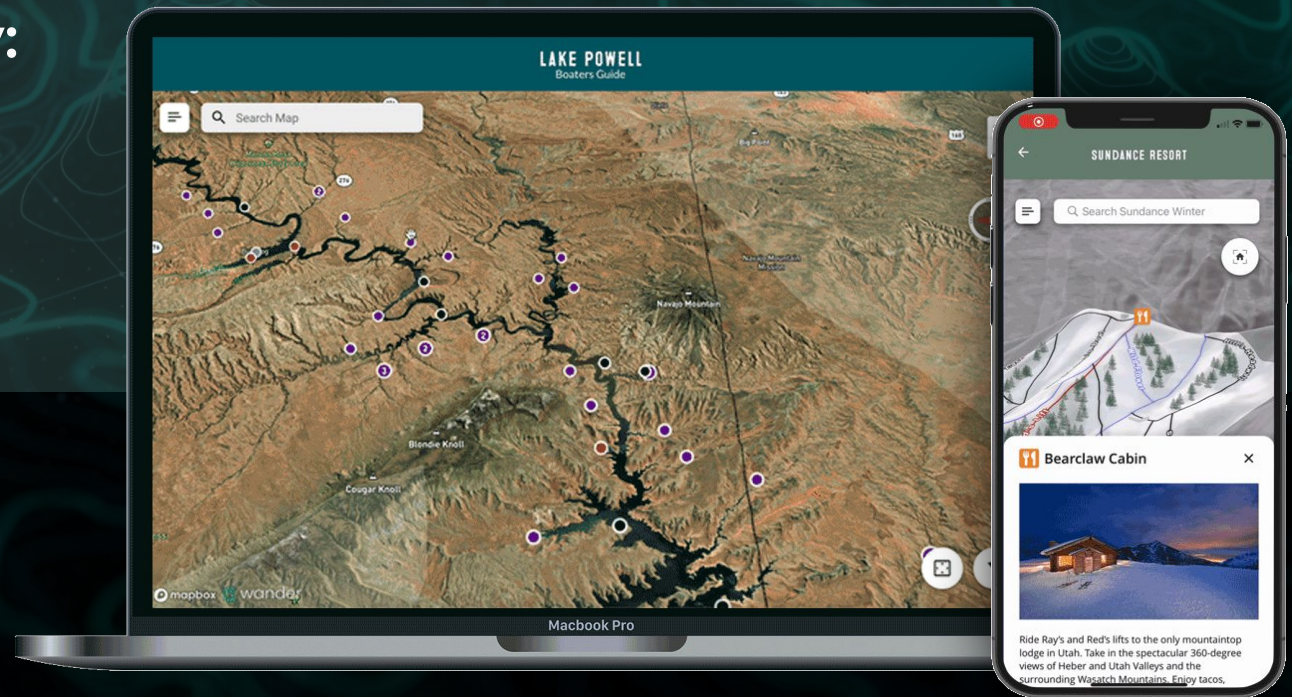




Check out our website today:

[Wandermaps.com](https://Wandermaps.com)

The destination mapping  
and discovery platform



# Responsible & Recreational Message

## Working together with Trail Mix and GIS

\*We can customize the App

\*Add Responsible message in each trails ( in house)

\*Customize the trails:

Ex: Winter we can show the some trails are close.

Add new trails

Do not show Milk Creek

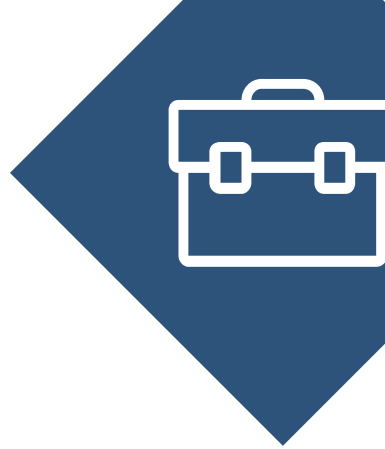


# The Visitor Engagement Platform

Powered by  
**VisitWidget**



# Team Member – Leadership



Erich **Dahlke**

Co-Founder &  
Director of Product  
Primary Contact



## DECADE OF APP DESIGN

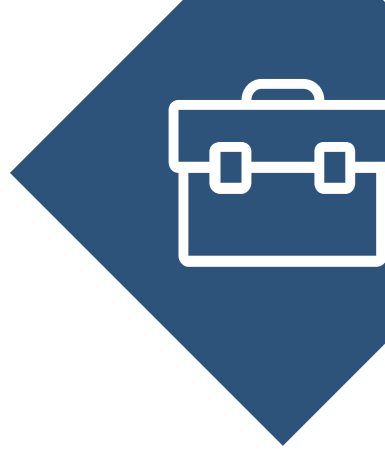
Prior to Co-Founding Visit Widget in 2014, Erich was the Director of Sales & Product Manager for AVAI Mobile Solutions for 6 years, and holds a BS from Texas A&M University and an MBA from St. Edward's University.

A self-taught mobile UX/UI designer, Erich has helped design and deliver over 300 high-profile visitor experience apps, taking them from concept to reality. From attractions like Daytona International Speedway and the Smithsonian to events like Rodeo Houston and the New York International Auto Show, Erich has facilitated the strategic design and deployment of apps built specifically to enhance visitor experiences pre, during and post visit.

## STRENGTHS & A WEAKNESS



# Team Member – Leadership



Darren **Smith**

Co-Founder &  
Director of Technology



## DECADES OF TECH

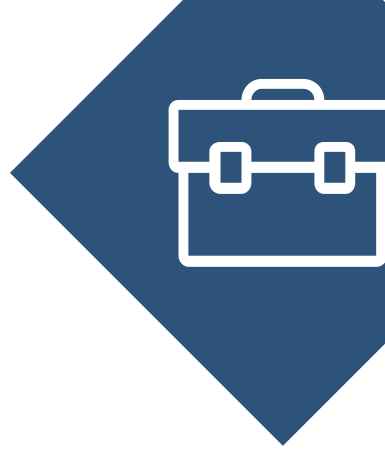
As a seasoned technologist, Darren has provided software development expertise and implementation to a variety of companies and organizations. Starting programming at the age of seven, he has taken the time to implement principles from Lean Manufacturing, Agile, Domain Driven Design, and other methodologies into his practice. This results in software projects that meet deadlines, exceed customer expectations, scale easily, and are cost efficient.

As the technical co-founder of Visit Widget, Darren oversees all software development. He is responsible for ensuring that development meets product and customer expectations and ensuring that a high development velocity is maintained to accommodate the company's high rate of growth.

## STRENGTHS & A WEAKNESS



# Team Member – Account Management



Jen **Altman**

Account Manager



## DECADES OF PROCESS

Jen came to Visit Widget just over 3 years ago, seasoned in project management for clinical research. She understands the importance of communication, organization and planning to keep everyone on the same page. This helps ensure we stay on time and on budget throughout implementation. Prior to her tenure in project management, she had extensive experience in customer service and values the relationships we build with all our clients. Every destination is different, and our clients have helped us dictate a lot of the new features we've added to our road map. Listening to clients is one of Jen's strong points, and our product has benefited greatly from it.

Jen is involved with each project starting with the Kick Off Meeting, and guides the project through the implementation process and is the primary support once the project is live. Clients are not handed off once a project is live, she is the Account Manager for the life of each project assigned.

## STRENGTHS & A WEAKNESS





# Web Widget Interface Overview



## Content List View

The Content List View shows a listing of events, places, feed posts, or tours. Events, as shown in the photo below, are ordered chronologically and provides a date range picker for users to easily adjust travel dates.

## Main Navigation

The Main Navigation of the widget, kiosk and apps is configurable based on client requests and can contain up to 6 main navigation items.

## Primary Logo

The primary logo is easily configurable and can be designed to overlap on the map area.

## Interest Categories

Interest Categories can be unique to each content list view. Clients can select labels, order, icons, color coding, premium categories, and default state; active or inactive on default view.

## Info Window

The info window for any item can be accessed by clicking on the map pin and provide a quick-add option for users.

search

Log In

Select All

Active & Outdoors

Arts & Culture

Nightlife

Live Performances

Family Events

Fairs & Festivals

Sport Events

Visit Jacksonville and the Beaches

OCEANWAY

Main St N

Blount Island

MAYPORT

Active & Outdoors

Intracoastal Paddle Tour

622 Dutton Island Rd W

5/12/2019 11am - 1pm

Add +

Events

See & Do

Eat & Drink

Tours

Stay

My Plan

Start: 05/08/2019

End: 06/08/2019

Science & History Tours on the St. Johns River

May 11th @ 3:00-3:30pm

JACKSONVILLE SHARKS

Jacksonville Sharks vs. Carolina Cobras

May 11th @ 7:00-10:00pm

# Web Widget Options



## Tour Stops

Tour stops are listed in the recommended order set up by the client. All stops on a tour must already be set up as a place coming from the website integration or manually for those you would only like to show up on a tour. Stops can be added individually to your plan or you can add the entire tour with one click on the cover photo.

## Cover Photo & Action Bar

Ideal dimensions for the tour cover photo are also 960x600px. Categories applicable to the tour show on the right and on the action bar you see the number of stops and total drive or walk time it takes to complete the tour. You can map it so show routing and Add all stops to your plan from the button overlaid on the cover photo.

## Tour Route

After clicking "Map It" you are able to see the tour fully routed out on the map. Once the tour stops are added to your plan you can drag and drop the order based on your schedule and the route will automatically recalculate.

The screenshot displays the 'Visit Jacksonville and the Beaches' website interface. At the top, there is a search bar and a 'Log In' button. Below the navigation bar, there are several tour cards. The 'Mural Tour' card features a colorful mural and indicates '55 stops'. The 'Historic Buildings Loop 1' card features a photo of the Florida National Bank and indicates '16 stops'. A green arrow points from the text 'Cover Photo & Action Bar' to the 'Historic Buildings Loop 1' card. Below the tour cards, there is a detailed view of the 'Historic Buildings Loop 1' tour. It shows a cover photo of the Florida National Bank, a duration of '14 min', '16 Stops', and a 'Map It' button. A green arrow points from the text 'Cover Photo & Action Bar' to the 'Map It' button. Below the cover photo, there is a 'Tour Stops' section with a table of stops:

Stop Number	Stop Name	Address	Distance	Time
1	Dyal-Upchurch Building	6 E Bay St, Jacksonville, FL 32202	Start Here	
2	Lion Column	60 W Bay St, Jacksonville, FL 32202	4m	1.2 mi

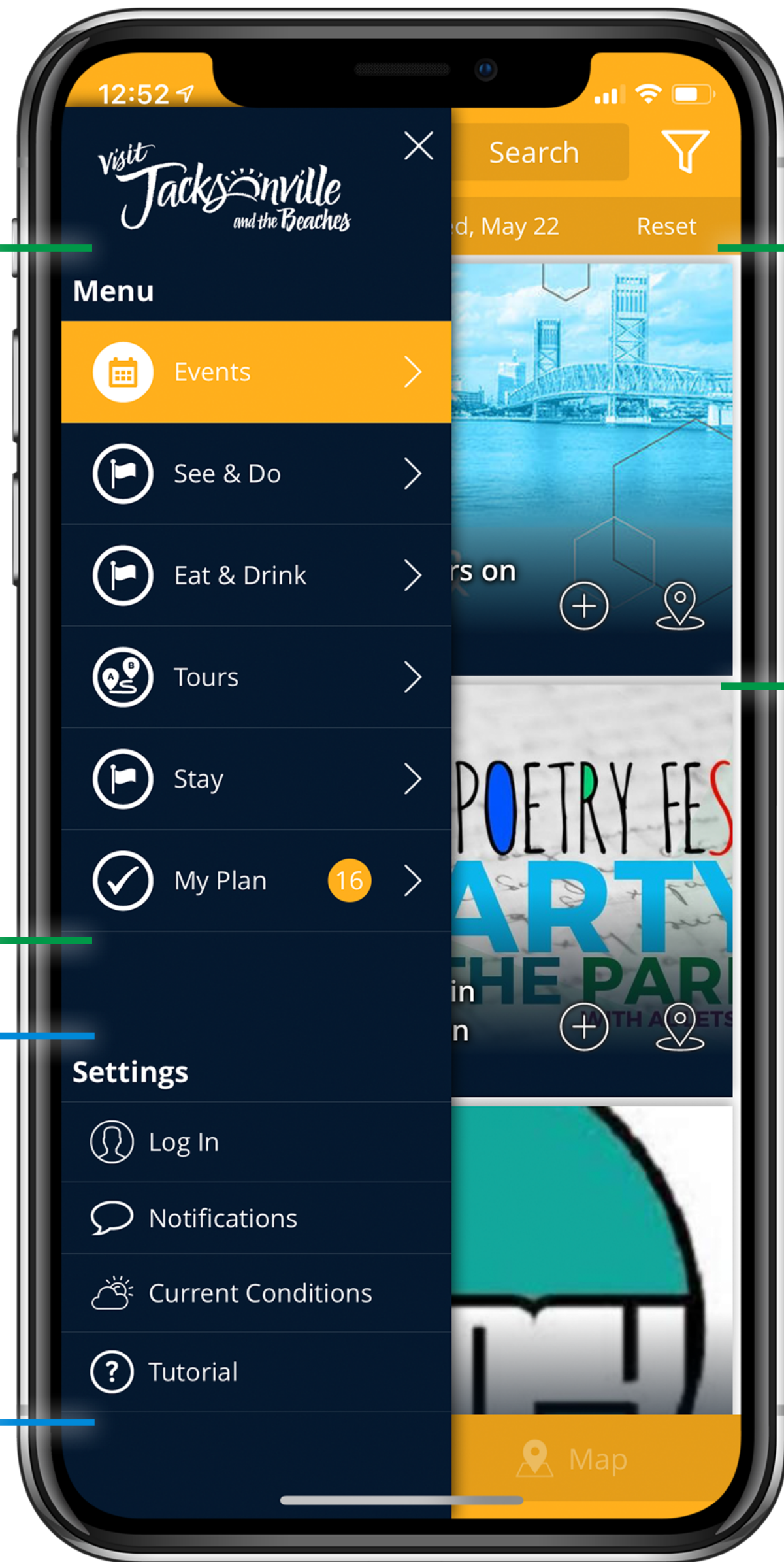
To the right of the tour details, there is a map showing the tour route in blue. A blue arrow points from the text 'Tour Route' to the map. On the far right, there is a sidebar with a 'Select All' button and three categories: 'Murals', 'Historic', and 'Historic', each with a checkmark.

# Mobile Apps Overview



## Menu

From the app side menu, users are able to select which feed they would like to browse. Once selected the side menu closes and can be re-accessed via the menu bar in the top left of the device.



## Settings

The Settings include a way to Log In for users who want to create an account or already have one, access to Notifications (push messages, geo-fences, upcoming event reminders, etc), 3rd party URLs for any other page clients want their users to have easy access to, and Tutorials that users can always refer back to.

## List View

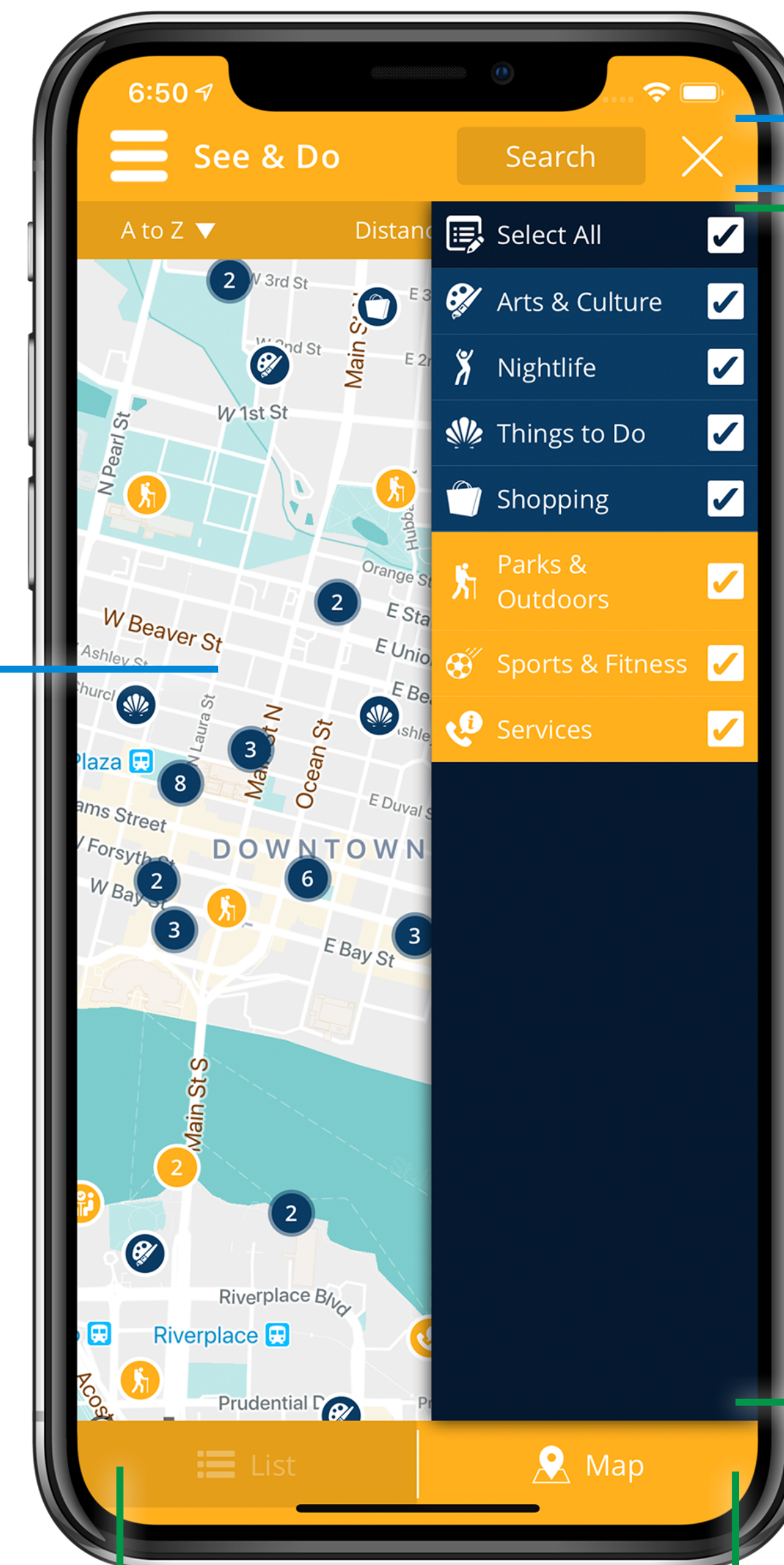
Each Place or Event utilizes a cover photo with the name, ability to map it and add it to a plan. Users are able to click the cover photo to go to a details page for more information.

## Map View

Once on the map view users will see pins for Places/Events that correspond to the categories the user has selected along the right. Users are able to zoom in/out and move the map to see more or different locations.

## Map/List Toggle

Users are able to toggle between the list view (shown here in the left phone screen) and Map (shown on the right).



## Category Filter/Search

On the default load of the map, the categories are not shown. To view the list of categories, users would click the filter icon on the top right. To search for a particular place or event, users can click the Search bar and it will expand across the top bar. As users type, the system will show and narrow the search results.

## Categories

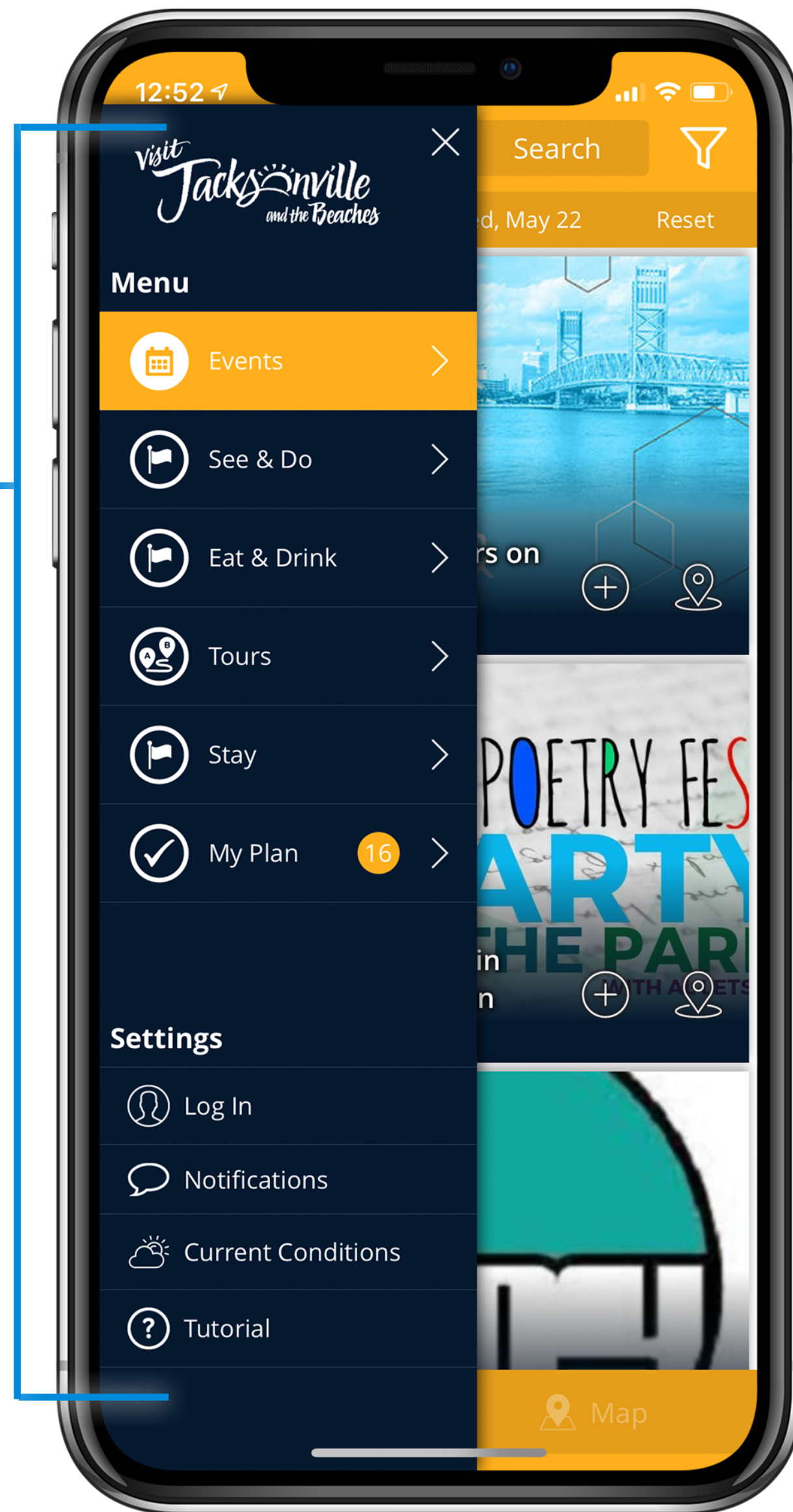
Once the filter icon is selected, the categories become a flyout on the right hand side and users are able to select/deselect the categories they would like to see listings for.

# Mobile Apps Options - Navigation



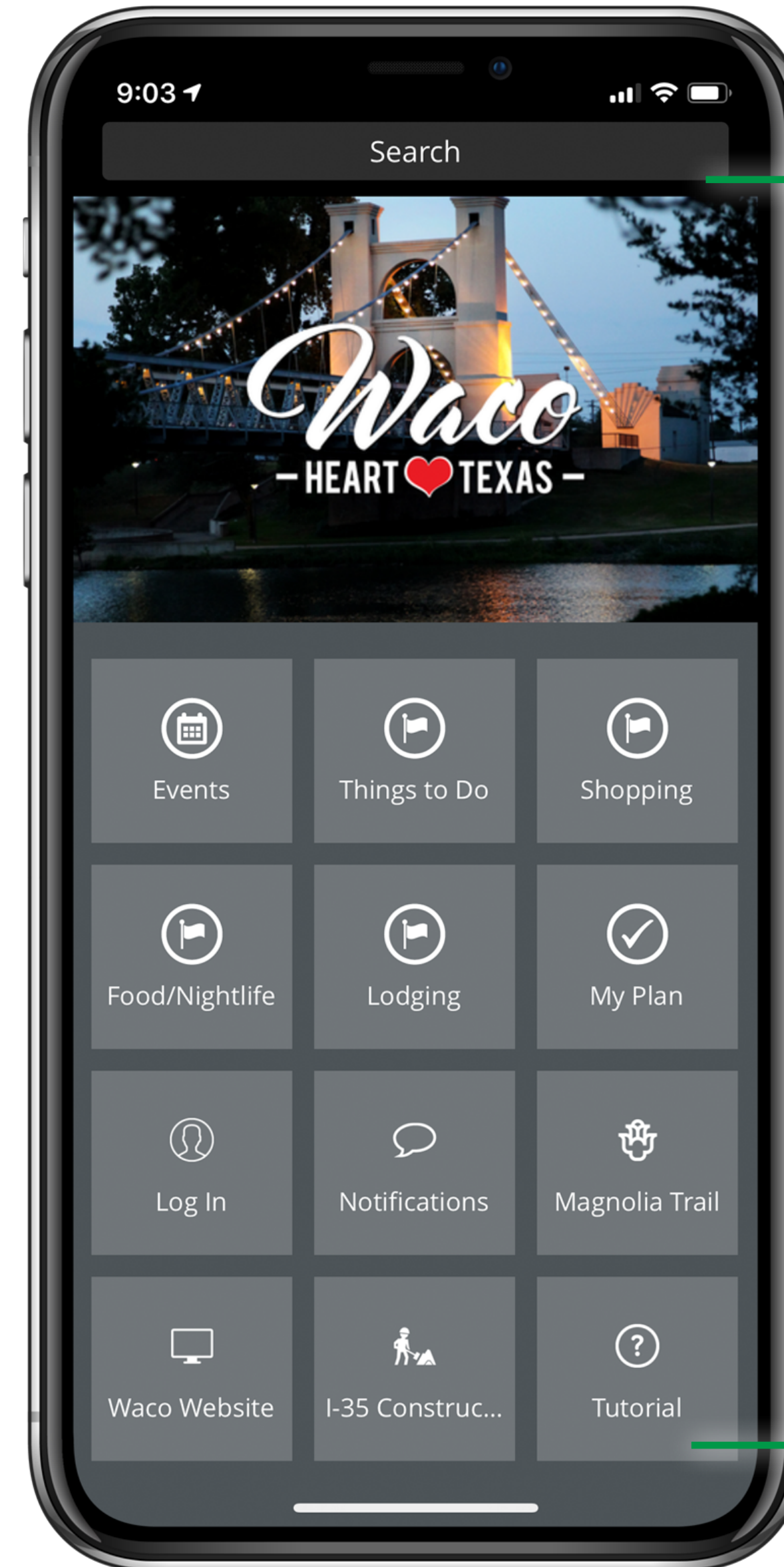
## Side Menu

The Side Menu is accessed through the menu icon on the top left of the app screen upon launch. Once clicked, users are shown a list of all Menu Items and Settings and can choose which feed or option they would like to view.



## Grid Menu

The Grid Menu shows as the default view upon launch of the app. Each button reflects the same options as the side menu, but in a grid format. Users are able to use the grid icon in the top left to return to the grid menu from other feeds.



# Pricing Tiers



## BASIC

**\$399/mo**

+3k Setup Fee

**Responsive Widget**

**iOS & Android Apps**

**Check-In Challenges**

Up to 50k Visitors /mo

Hourly Event & Place Import

Premium Support

## PLUS

**\$599/mo**

+3k Setup Fee

**Responsive Widget**

**All Basic Features**

**Push Messaging**

Up to 100k Visitors /mo

Hourly Event & Place Import

Premium Support

## PRO

**\$999/mo**

+3k Setup Fee

**Responsive Widget**

**All Plus Features**

**Augmented Reality**

**Proximity Messaging**

Up to 250k Visitors /mo

4-Hour Event & Place Import

10 Geofence Campaigns

Premium Support

**INTERACTIVE KIOSK ADD-ON +\$100/MONTH - SUPPORTS UP TO 3 CONNECTED TOUCH-SCREEN DEVICES**

**storyapps**



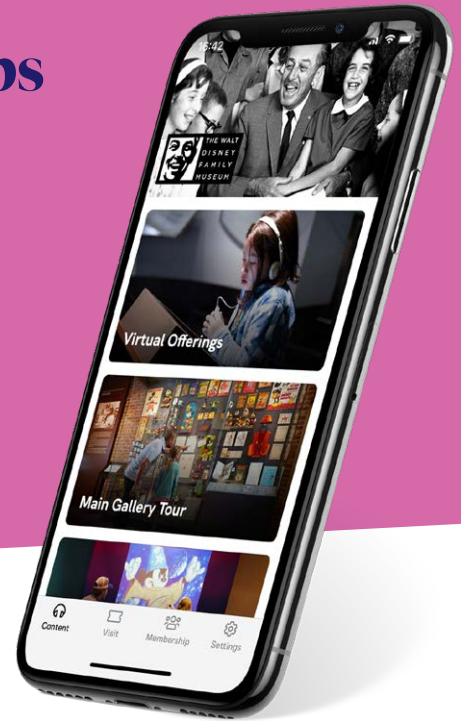
# The simple to use app builder for sharing your stories



We provide world class digital solutions for destinations with stories to share. Harness the power of technology to allow your visitors to engage deeper, explore further, and discover more.

# Create iOS, Android, and web apps using our feature rich platform.

Visitors love engaging and interactive experiences — especially when they can easily use their own device to dig deeper. We make creating those experiences easier. From a simple app based audio guide to a county wide app encompassing various towns and cities, no story is too big or too small for the STQRY platforms.



## Features to enhance your stories:



### Custom branding

Create an app that's completely your own by using advanced branding features. Your logo, your colors, your way.



### Powerful mapping

Access to satellite, street, and terrain maps means there's a perfect option for your tour, or you can add a custom map of your own, including indoor maps. Maps show the user's GPS location and nearby points of interest.



### Multiple tours and collections

Whether you're planning to offer different routes or tours or want to publish your whole collection, you'll have the flexibility you need. Your app can include multiple guided tour options, so you can categorize by place, theme, or anything else you want. Types of key tours: exhibition, walking, biking, driving, train, aircraft, boat, bus



### Accessibility

Create inclusive mobile tour apps and audio guides that everyone can enjoy. Our platform allows you to use technology – including voiceover and image descriptions – to make your site accessible for visitors who are visually or hearing impaired. Multilingual support lets you reach more visitors, with 20+ languages supported.



### Interactive fun

Turn up the fun to challenge and motivate your visitors to interact using games, quizzes, and rewards as part of their experience.



### Geofenced alerts and iBeacons

Want real-time engagement? Send visitors location-based notifications using the technology built into their mobile device. Geo-fenced alerts connected to auto-play audio are great for tours covering a wide area, while iBeacons can trigger audio or immersive, location-specific content when visitors approach.



### Premium content

Your app can support free tours, in-app purchases and content that can be unlocked with a code.



### Analytics

Our robust analytics console and integration with Google Analytics provides you with location traffic and click behavior, so you can build a complete picture of your app's performance.



### Real-time content updates

Something new to share? Make changes to your content through the STQRY builder, and updates will be pushed to your app in real time.



### Support for all media formats

Enrich the visitor experience with audio, images, and video content. You can even take it to the next interactive level with 360 content and Augmented Reality (AR).

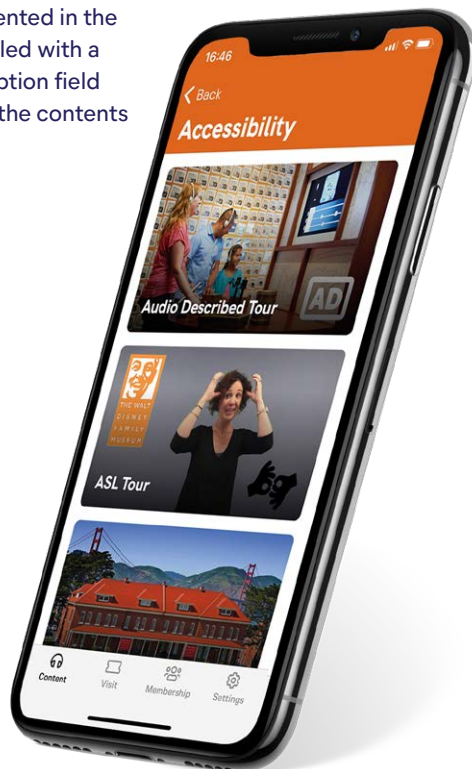


### Advanced user permissions

Admins can manage multiple users and apps, or allow multiple users to create and manage content in one place.

# A closer look at accessibility

- STQRY apps work with accessibility features already on devices, such as VoiceOver and TalkBack, magnify page, zoom and pan elements, invert colors, and convert color to grayscale.
- Support for multiple languages. We currently support 20+ languages including most Asian and European languages and RTL languages such as Arabic and Hebrew.
- All tours can include an optional local tour phone number for visitors who prefer to use a simple audio tour.
- Ability to include regular and described audio in the app.
- Closed caption and ASL videos can be displayed in the app.
- Audio and video support adding transcriptions for hearing impaired visitors.
- All images presented in the app can be labeled with a separate description field which describe the contents of the image.



## Who has a STQRY app?

SAM

MUSEUMS VICTORIA

Yale

AM

THE WALT DISNEY FAMILY MUSEUM

MoPOP MUSEUM OF POP CULTURE

ruko

UNITED STATES BOTANIC GARDEN

## Sign up for free on our website or schedule a demo — no strings attached

STQRY provides award winning digital storytelling platforms to help your audiences explore, engage, and discover destinations in new ways. The STQRY team has worked on thousands of projects worldwide since our inception in 2006 with clients ranging from museums, parks, attractions, cities, and historic sites of all sizes.

storyapps



## Contact

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Rochester, NY 14610  
+1 (585) 419-9844

Auckland, New Zealand  
92 Franklin Road, Freemans Bay  
Auckland 1011, New Zealand  
+64 (21) 0429 471

[stqry.com](http://stqry.com) | [info@stqry.com](mailto:info@stqry.com)

**stqry**



**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**

AUGUST 2, 2022

Agenda Item:

<b>TITLE:</b>	COTAH Rally Special Event Permit
<b>FISCAL IMPACT:</b>	Minor revenue to County from event fees; event participants are camping at Dewey Campground and mostly passing through town, so economic benefit of special event is unknown
<b>PRESENTER(S):</b>	August Granath, Grand County Economic Development Director Ben Alter, Grand County Economic Development Specialist

<p><b>Prepared By:</b></p> <p>Ben Alter Specialist Grand County Economic Development</p> <p>--</p> <p>Rachel Bartlett Administrative Asst Grand County Economic Development</p>
---

**FOR OFFICE USE ONLY:**

<p><b>Attorney Review:</b></p> <p>Complete July 28, 2022</p>
--

**RECOMMENDATION:**

I move to approve the special event permit for the 2022 COTAH Rally pursuant to Ordinance No. 643 with the following conditions:

- 1) all motorcycles used or ridden in the special event shall be equipped with an exhaust muffler bearing the Federal EPA required labeling applicable to the motorcycle's model year, stating that the exhaust system meets the 82 dBA standard at 50 feet, as set out in the Code of Federal Regulations Title 40, Volume 24, Part 205, Subpart D and Subpart E, as required by Section 11.06.030(B) of Grand County's General Ordinances; and
- 2) the event organizer shall inspect all such motorcycles and certify compliance to Grand County in writing on or before the first day of the event;
- 3) the event organizer shall disqualify all such motorcycles not bearing the EPA stamp;
- 4) the event organizer shall comply with all Stipulations of its BLM SRP including a maximum speed of 25 mph on all BLM managed roads and trails; and
- 5) participants/motorcycles shall not exceed the maximum speed of 25 mph on all dirt roads in Grand County (aka County D Roads) unless otherwise posted.

**BACKGROUND:**

This will be the first year that the COTAH Rally has applied for a special event permit. This cross-country navigation event involves street-legal dual-sport motorcycles. It is not intended to be a speed or racing event and follows all county, federal, municipal, and state laws, ordinances, regulations, codes and the uniform traffic code for the states of UT and CO. The event begins and ends in Montrose, CO and rides through a portion of Grand County, UT for a total of two days with an overnight stay at Dewey Bridge Campground.

There are very rigorous regulations in place for the participants including mandatory out-of-service communication devices, stocked first aid kit, motorcycle repair tools, WAG bags, PPE, etc. All participants and staff are required to possess current First Aid and CPR certifications. All motorcycles are inspected for operation and safety as well as noise level before the event. However, the noise levels set by the Event Organizer exceed the maximum sound pressure limits set forth in Grand County's Noise Pollution Ordinance; hence the need for the EPA Stamp condition, to which the Event Organizer has agreed to comply. A full list of the event regulations can be found here: <https://cotahrallyadventures.com/regulations>.

For safety, the BLM Stipulations include a maximum speed of 25 mph on all BLM managed roads and trails. For safety as well as consistency, and because it can be difficult for a participant to tell when they are on a County Road or a BLM managed road, the County Attorney recommends imposing a similar speed limit restriction on all dirt roads in the County (aka County D roads).

The event packet has been reviewed and approved by the Special Event Advisory Committee and all Referral Agencies.

**ATTACHMENT(S):**

- COTAH Rally Application Packet
- BLM SRP Stipulations

# Special Event Permit Application - Checklist

Name of Event	COTAH Rally	Event Date(s)	9/13-9/14
Event Location	Montrose, (Dewey Bridge Area)	Event Set-Up Date	9/13/22
Applicant Name	Michael Graves	Break Down Date	3/14/22
Applicant Phone #	(303) 877-2795	Applicant Email	cotahrallyadventures@gmail.com
# of Participants	40	# of Staff/ Volunteers	10
Event Description	non-speed moto event	Recurring?	Y
<b>Phase</b>	<b>Application Submission Items &amp; Requirements (if applicable)</b>		
<b>Intent Review</b>	<b>Application Sent to Special Event Committee</b>	<input checked="" type="checkbox"/>	<b>Date</b>
	<input checked="" type="checkbox"/> MATC (August Granath)		5/26/2022
	<input type="checkbox"/> OSTA (Angie Book)		
	<input type="checkbox"/> Commission Administrator (Mallory Nassau)		
	<input type="checkbox"/> Attorney (Crissy Hofhine)		
	<input checked="" type="checkbox"/> Clerk (Gabe Woytek)		5/26/2022
<input type="checkbox"/> Commissioner (Josie Kovash)			
<b>Application Submission</b>	<b>Applicant Notified by to Proceed w/Application</b>	<input checked="" type="checkbox"/>	
	<b>Site Plan and/or Course Map</b>	<input checked="" type="checkbox"/>	
	<b>Application Fee Paid</b>	<input checked="" type="checkbox"/>	\$575
	<b>Certificate of Liability Insurance w/ GC as Additionally Insured</b>	<input checked="" type="checkbox"/>	
	<b>Indemnification &amp; Reimbursement Agreement</b>	<input checked="" type="checkbox"/>	
	<b>Property Owners Signatures</b>	<input checked="" type="checkbox"/>	
	<b>Food Service Permit</b>	<input type="checkbox"/> N/A	
	<b>Sanitation Service Commitments</b>	<input type="checkbox"/> N/A	wag bags
	<b>Garbage &amp; Recycling Plan</b>	<input checked="" type="checkbox"/>	pack it in, pack it out
	<b>Business License or Temp Business License</b>	<input type="checkbox"/> N/A	not doing business in Grand County per Gabe
	<b>Utah State Tax License or 501(c)3 Designation Letter</b>	<input type="checkbox"/> N/A	event begins and ends in Montrose, CO
	<b>Information on Fees (Admissions, Booths, Rentals, Etc.)</b>	<input checked="" type="checkbox"/>	\$1750 entry fee
	<b>Number of Vendors &amp; Types</b>	<input type="checkbox"/> N/A	
	<b>Traffic Control Plan</b>	<input type="checkbox"/> N/A	
	<b>Alcohol Permit (or Local Consent Form)</b>	<input type="checkbox"/> N/A	
	<b>Security Plan</b>	<input type="checkbox"/> N/A	
	<b>Medical Services Plan</b>	<input checked="" type="checkbox"/>	need certs
	<b>Statement of Authority</b>	<input checked="" type="checkbox"/>	
	<b>Vendor List</b>	<input type="checkbox"/> N/A	
	<b>Certificate of Existence</b>	<input checked="" type="checkbox"/>	Certificate of Good Standing
<b>Additional Permits from Other Entities (if required)</b>	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/> BLM			
<input type="checkbox"/> SITLA			
<input type="checkbox"/> NFS			
<input type="checkbox"/> National/State Park(s)			
<input type="checkbox"/> City of Moab			
<input type="checkbox"/> UDOT			

	<input type="checkbox"/> Other			
Referral Agency Review	<b>Application Sent to Referral Agencies</b>	<input type="checkbox"/>	<b>Date</b>	<b>Conditions for Approval</b>
	<input type="checkbox"/> Building Dept. (Bill Hulse)			
	<input type="checkbox"/> Clerk/Auditor's Office (Jana Smith)			
	<input type="checkbox"/> EMS (Michelle Mefret)			
	<input type="checkbox"/> SEUHD (Orion Rogers)			
	<input type="checkbox"/> MVFD (Brandon McGuffee)			
	<input type="checkbox"/> GCSO (Steve White/Darrel Mecham)			
	<input type="checkbox"/> P&Z (Jenna Gorney)			
	<input type="checkbox"/> UHP (Kyle Curtis)			
	<input type="checkbox"/> Roads Dept. (Bill Jackson)			
	<input type="checkbox"/> SAR (Jim Webster)			
Final Review	<b>Complete Application Uploaded &amp; SEC Informed for Review</b>	<input type="checkbox"/>	<b>Date</b>	<b>Conditions for Approval</b>
	<input type="checkbox"/> MATC (Rachel Bartlett)			
	<input type="checkbox"/> OSTA (Angie Book)			
	<input type="checkbox"/> Commission Administrator (Mallory Nassau)			
	<input type="checkbox"/> Attorney (Crissy Hofhine)			
	<input type="checkbox"/> Clerk (Gabe Woytek)			
	<input type="checkbox"/> Commissioner (Josie Kovash)			
Notifications	<b>Applicant Notified of Approval (w/ or w/o Conditions) or Denial</b>	<input type="checkbox"/>		
	<b>Referral Agencies Notified</b>	<input type="checkbox"/>		

Rachel Bartlett <[rbartlett@discovermoab.com](mailto:rbartlett@discovermoab.com)>

## Online Form Submittal: Grand County Special Event Intent to Apply

1 message

**noreply@civicplus.com** <[noreply@civicplus.com](mailto:noreply@civicplus.com)>

Thu, May 26, 2022 at 10:12 AM

To: [director@discovermoab.com](mailto:director@discovermoab.com), [admin@discovermoab.com](mailto:admin@discovermoab.com), [rbartlett@grandcountyutah.net](mailto:rbartlett@grandcountyutah.net)

### Grand County Special Event Intent to Apply

#### GRAND COUNTY SPECIAL EVENT INTENT TO APPLY

All Grand County Permittees and Special Events shall comply with the [Grand County Special Events Ordinance](#) (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event. [Fee Schedule](#)

#### APPLICANT INFORMATION

First Name	Michael
Last Name	Graves
Business or Organization:	COTAH RALLY ADVENTURES
Address1	<a href="#">7765 S Joplin Ct</a>
Address2	<i>Field not completed.</i>
City	Englewood
State	CO
Zip	80112
Primary Phone	303-877-2795
Secondary Phone	<i>Field not completed.</i>
Email Address	<a href="mailto:cotahrallyadventures@gmail.com">cotahrallyadventures@gmail.com</a>
Best way to contact you	Email

#### EVENT DETAILS

Please note that all permits are required to be submitted at the time of application EXCEPT City of Moab, which will be required before the application is considered complete.

Event Name:	COTAH RALLY
New Event?	Yes
Event Type	Other
Other, please describe	MOTORCYCLE RALLY RAID (Street legal Enduro motorcycle)

A non - speed competitive event that is primarily based on navigation, rider endurance, machine reliability and rider skill for riding different types of terrain, navigation skill set being the primary focus of each rider.

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**Brief Description of Event**

Our event follows all county, federal, municipal and state laws, ordinances, regulations, codes and the uniform traffic code for the states of Colorado and Utah. We had our first inaugural rally September 2021 after getting approvals from the following counties; Delta, Colorado, Mesa, Colorado, Montrose, Colorado, San Juan, Utah, and Grand, Utah. Along with the municipalities that lay within those counties that our rally goes through where the competitors refuel their motorcycles and spend the night. The rally will start and end in Montrose, Colorado at the Fairgrounds and is a five day event which is over 700 miles. Every motorcycle has a satellite tracking device on it for compliance, oversight and scoring and messaging of each competitor to make sure they stay on course and obey all traffic laws , with heavy time penalties if they violate a stop or speed limit and they know and agree that they can be held civilly liable by the organization on top of the criminal penalties if they act in a careless or reckless manner. Each competitor will have a one minute or two minute separation in the start order for safety and to keep from group riding so as not to impact the quality of life of the residence that live in the municipalities that they ride through. Every competitor will have a Red Cross First Aid Card, first aid kit, Garmin Inreach satellite communicator, GPS, satellite phone, Colorado and Utah search and rescue cards along with other items. The staff / volunteers will have Red Cross First Aid cards, first aid kits, satellite phones, Garmin Inreach satellite communicators, search and rescue cards for Colorado and Utah. We will be arriving in Grand Counties Jurisdiction on September 13, 2022 at an unknown time when the staff / volunteers arrive and when the first competitor arrives. We will be leaving Grand County on September 14, 2022 at an unknown time when the last competitor and staff / volunteers leave. We have Permits to operate on federal lands from the Bureau of Land Management and the U.S. Forest Service. We provide competitors support and recovery of each rider and their motorcycles if they have a maintenance issue or if they get injured and their motorcycle needs recovery. We also have live satellite tracking of each competitor and support staff / volunteers via our safety officer who watches them via computer and communicates with them. He is located at the Montrose County Fairgrounds via our command center and coordinates with EMS and LE if there is and issue to where someone needs medical assistants even if they are not part of our event under the Good Samaritan Act. Our events are a non-spectator sport, the routes are secret and proprietary for our events except for review by overseeing government agencies. The competitors navigate the route via map known as a roadbook. The complete route and speed limits along with stops are downloaded into each satellite tracking unit after the complete route has been verified by our

organization and if there is a change in traffic compliance they must follow the slower posted speed limit and stop intersections. The competitors will navigate on county highways, county roads, city streets, BLM / Forest service roads and trail systems.

Event Setup	9/13/2022 8:00 AM
Event Start	9/13/2022 8:00 AM
Event End	9/14/2022 4:00 PM
Clean-up Completed	9/14/2022 4:00 PM
Location of Event (Select All that Apply)	BLM, National Forest (NFS)
Location Description Including Any Trails and/or Roads Used	The competitors route will be entering Grand County in the area of Geyser Rd and Taylor Flats when they leave San Juan County. They will then navigate from there to part of the Kokopelli trail and then take Onion Creek to Hwy 128 to the Dewey Bridge campground where they will spend the night. The next morning they will ride through the Owl Canyon Draw area and then navigate to Rabbit Valley OHV area in Mesa County, Colorado. A GPX file will be emailed to Rachel Bartlett showing the actual route.
Events held on BLM lands require an additional permit	<a href="#">BLM Permit Application</a>
Events held on National Forest require an additional permit	<a href="#">NFS Permit Information</a>
Are Dates Consecutive?	Yes
How Many Days is the Event Total?	2
Number of Event Staff & Volunteers	10
Maximum Number of Participants	40
Estimated Number of Spectators	0
Number of Event Staff & Volunteers	10
Maximum Number of Participants	40
Estimated Number of Spectators	0
Total Event Staff & Volunteers	10

---

Total Participants	40
Total Spectators	0
Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Michael
Last Name	Graves
Date	5/26/2022

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Email not displaying correctly? [View it in your browser.](#)

Rachel Bartlett <[rbartlett@discovermoab.com](mailto:rbartlett@discovermoab.com)>

## Online Form Submittal: Grand County Special Event Application \*NEW\*

1 message

[noreply@civicplus.com](mailto:noreply@civicplus.com) <[noreply@civicplus.com](mailto:noreply@civicplus.com)>

Sun, Jun 26, 2022 at 11:27 AM

To: [director@discovermoab.com](mailto:director@discovermoab.com), [admin@discovermoab.com](mailto:admin@discovermoab.com), [rbartlett@grandcountyutah.net](mailto:rbartlett@grandcountyutah.net)

### Grand County Special Event Application \*NEW\*

#### GRAND COUNTY SPECIAL EVENT APPLICATION

All Grand County Permittees and Special Events shall comply with the [Grand County Special Events Ordinance](#) (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event. [Fee Schedule](#)

Event Name: COTAH RALLY / COTAH ENDURO RALLY / COTAH DUAL SPORT RALLY

If anything has changed regarding your event from the information submitted on the Intent to Apply, please call (435) 259-1370 or email [events@discovermoab.com](mailto:events@discovermoab.com)

On-Site Contact	Michael Graves
Contact's Phone	303-877-2795
Alternative Contact	<i>Field not completed.</i>
Alternative Phone	<i>Field not completed.</i>
Fees	None
Location of Event (Select All that Apply)	BLM, SITLA, National Forest (NFS)
BLM Permit	<a href="#">Permit 2022.pdf</a>
SITLA Permit	<i>Field not completed.</i>
NFS Permit	<i>Field not completed.</i>

#### Site Plan and/or Route Map

Please read the [Special Event Ordinance](#) 8.16.090 K for requirements. Attach additional documents as needed at the end of the application.

Site Plan/Route Map [Dewey Bridge Site Plan.jpg](#)

Route Map *Field not completed.*

Will there be any public street or parking lot closures? No

Will you require security or an escort? No

Will there be any temporary structures? Yes

Will the event be providing additional restroom facilities? No

Will there be any merchandise sales? No

Will alcohol be provided by the event? No

Will there be any food served by the event? No

Will there be any outside vendors? No

#### Escort or Security

Grand County Sheriff's Office reserves the right to specify the need for escorts or security. Applicants may make their own arrangements or may work directly with GCSO to provide these services (435-259-4321).

Temporary Structures We have rented all three group camp sites A, B and C. (Please see attached site plan). We will be using a 12 ft x 12 ft Canopy at the Dewey Bridge Campground along with dome tents by participants, volunteers and staff. All tents will be staked down along with the canopy and in case of high wind 5 gallon buckets with water will secure the canopy to the ground Vehicles and trailers will be parked in the parking areas for those group sites.

Business License *Field not completed.*

Utah Sales Tax License or 501(c)3 *Field not completed.*

Indemnification Agreement [INDEMNIFICATION.pdf](#)

Certificate of Insurance *Field not completed.*

Statement of Authority [STATEMENT OF AUTHORITY.pdf](#)

Certificate of Existence [Certificate of Good Standing.pdf](#)

Medical Plan *Field not completed.*

Add additional supporting documents here:

*Field not completed.*

*Field not completed.*

*Field not completed.*

*Field not completed.*

---

*Field not completed.*

---

*Field not completed.*

---

*Field not completed.*

---

*Field not completed.*

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Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
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First Name	Michael
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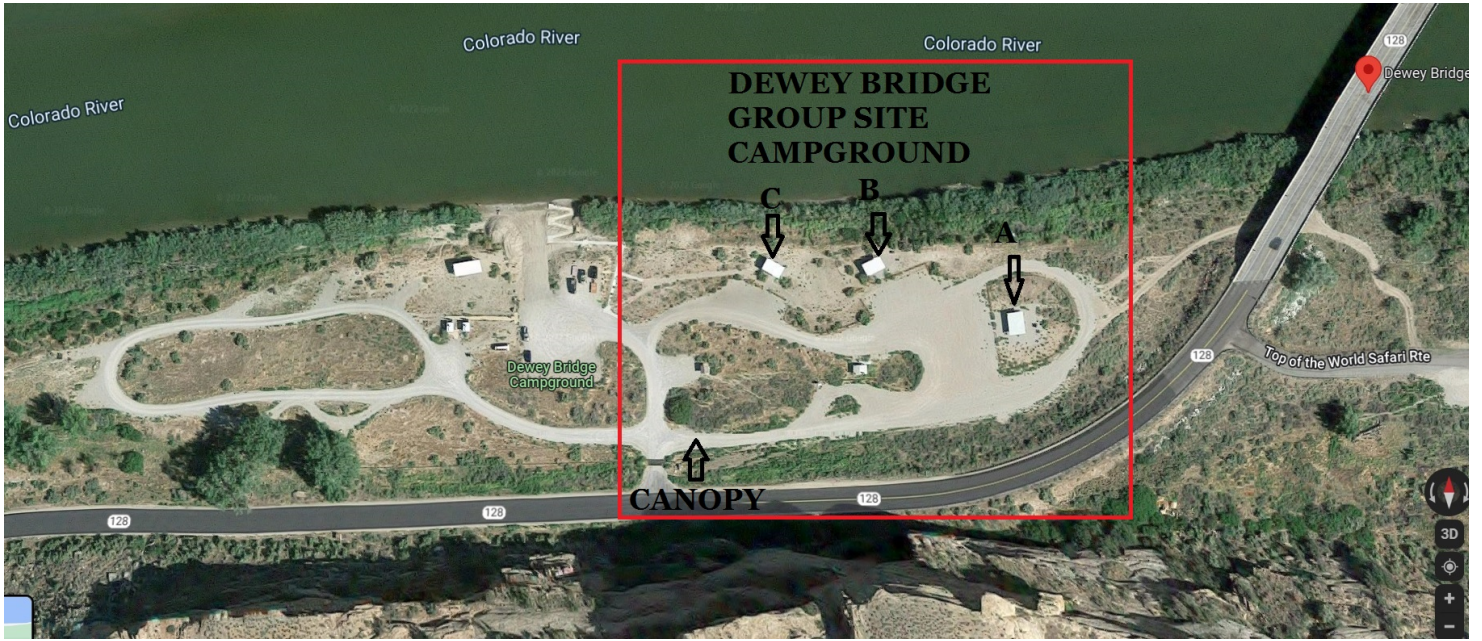
Last Name	Graves
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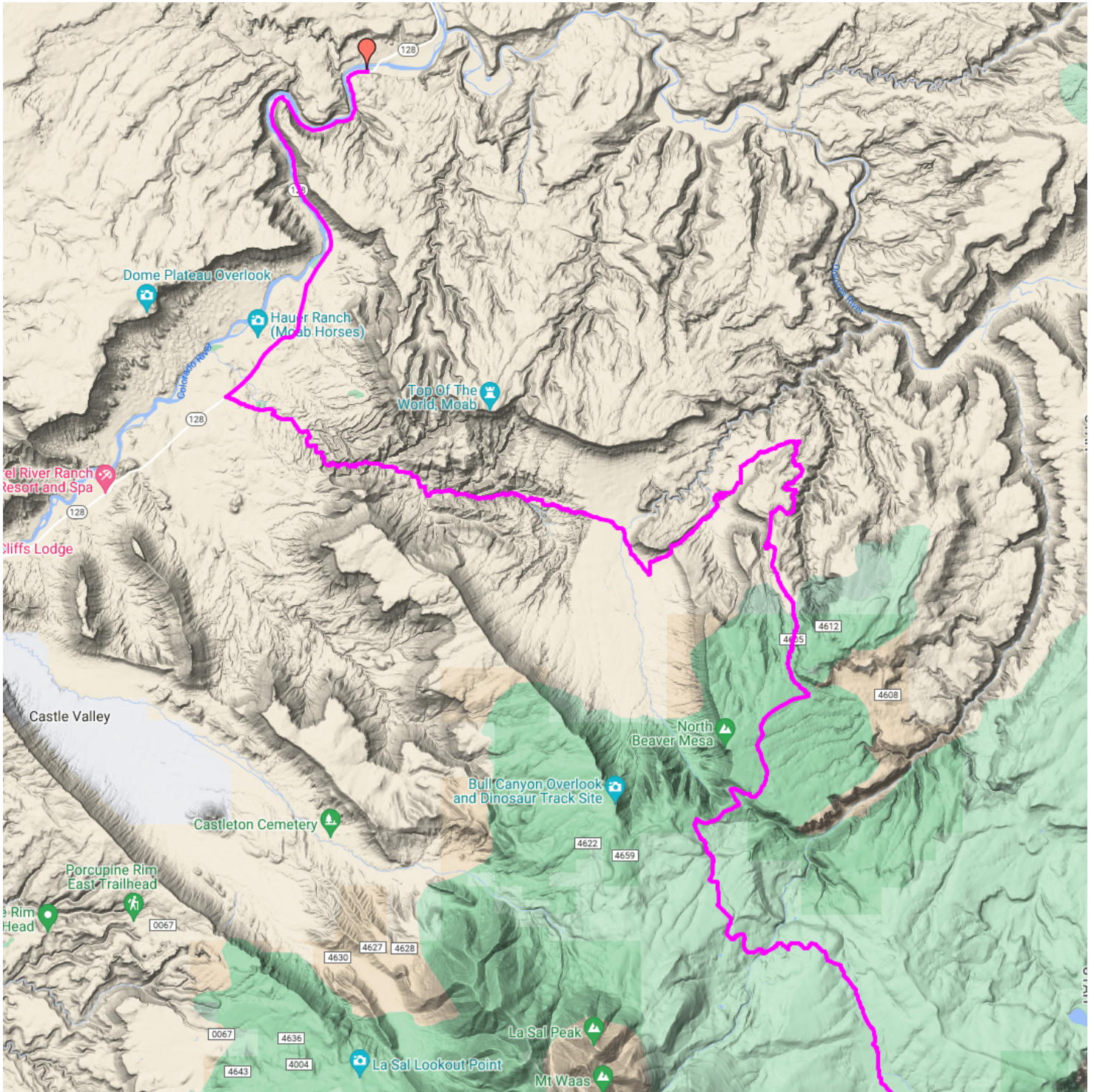
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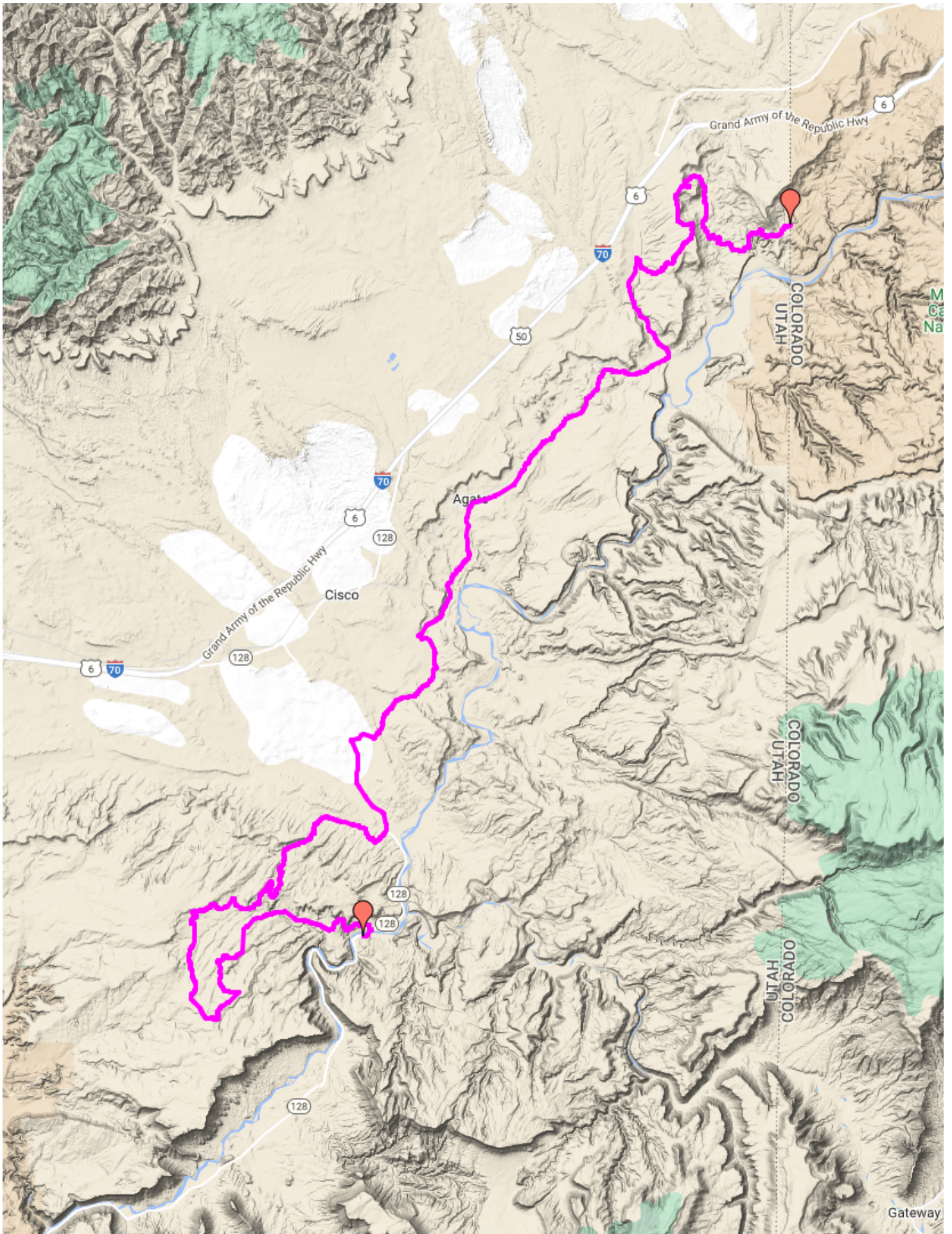
Date	6/26/2022
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Email not displaying correctly? [View it in your browser.](#)









# GRAND COUNTY

125 E CTR  
 MOAB, UT 84532  
 PHONE: (435) 259-1321  
 FAX: (435) 259-2959

INVOICE #	INVOICE DATE
2115	06/21/2022
DUE DATE	CUSTOMER ACCOUNT NUMBER
07/21/2022	162
AMOUNT DUE	SHOW AMOUNT PAID HERE
575.00	

**BILL TO:**

COTAH Rally Adventures  
 Michael Graves  
 7765 S Joplin Ct  
 Englewood CO 80112

PLEASE DETACH AND RETURN THIS TOP PORTION WITH  
 YOUR PAYMENT BY DUE DATE TO:

Grand County  
 125 E. Center Street  
 Moab, UT 84532

PLEASE KEEP THIS BOTTOM PORTION FOR YOUR RECORDS

## INVOICE

DESCRIPTION	QUANTITY	CHARGE	EXT. PRICE
Grand County Special Event	1	575.00	575.00
			575.00
			TOTAL AMOUNT DUE

THANK YOU FOR YOUR PROMPT PAYMENT  
 For Billing Inquiries Call: (435) 259-1321  
 Office Hours: 8:00 a.m. - 5:00 p.m.  
 Monday thru Friday



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Jones Birdsong LLP 600 Market Street, Suite 210 Chanhassen, MN 55317 Donald Birdsong	<b>866-998-3864</b>	<b>CONTACT NAME:</b> Donald Birdsong <b>PHONE (A/C, No, Ext):</b> 866-998-3864 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> American Motorcyclist Association, Inc.; COTAH RALLY ADVENTURES		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : <b>New York Marine And General</b>
		<b>NAIC #</b> <b>16608</b>
		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>\$250,000 E&amp;O</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: <b>Per Event</b>		<b>Y</b>	<b>GL202100012784</b>	<b>11/30/2021</b>	<b>11/30/2022</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>excluded</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>5,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>5,000,000</b> <b>PLL</b> \$ <b>1,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>Y / N</b> <b>N / A</b>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Type of Event: Class 1C

Event Title: COTAH Rally

Location: 1001 N 2nd St, Montrose, CO 81401

The certificate holder is added as an additional insured subject to the terms of the attached endorsement.

### CERTIFICATE HOLDER

Grand County  
125 E Center St  
Moab, UT 84532

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Donald Birdsong

**Type of Insurance: Commercial General Liability****Policy Number: GL202100012784****Insured: AMERICAN MOTORCYCLIST ASSOCIATION, INC., AMA DISTRICT ORGANIZATIONS, CLUBS and PROMOTERS****Additional Insureds, in accordance with policy terms and conditions:**

- A. Any managers, owner, or lessor of premises used by the named insured;
  - B. Any person or organization sponsoring racing vehicles or sponsoring racing vehicle drivers;
  - C. Any person or organization sponsoring your activities or events;
  - D. Racing vehicle owners, racing vehicle drivers and racing vehicle crew members; volunteers
  - E. Persons or organizations (other than drivers, crew members, racing vehicle owners, sponsors, volunteers, or managers or lessors of premises) if required by contract.
  - F. Any state or governmental agency or subdivision or political subdivision – permits or authorizations
  - G. Any lessor of leased equipment when required in lease agreement with you
- 
- 1. United States Government C/O White River National Forest, 900 Grand Avenue, Glenwood Springs, CO 81601. Issuer of our permit to operate on Forest Service Lands.
  - 2. United States Department of the Interior Bureau of Land Management, 82 Dogwood Avenue, Moab UT, 84532. Issuer of our permit to operate on Bureau of Land Management Lands.
  - 3. Montrose County, State of Colorado 1001 North 2nd St, Montrose, CO 81401. Rental of the Montrose County Fairgrounds for administrative check in, motorcycle scrutineering, start and finish of event with early camping on September 10th.
  - 4. City of Grand Junction, Colorado, 250 North 5th St, Grand Junction, CO 81501. Permission to operate on city lands for our event.
  - 5. Grand Junction Regional Airport Authority, 2828 Walker Field Drive Suite 301, Grand Junction, CO 81506. Permission to operate on airport land for our event.
  - 6. Grand County 125 E Center St, Moab, UT 84532

EVENT DATES\*: Sept 12 - 16, 2022

PRACTICE: 09/11/2022

ADDITIONAL CAMPING: 09/10/2022

ADDITIONAL SET-UP: N/A

ADDITIONAL TEAR DOWN: N/A

\*Includes coverage for set-up and camping day before the Event and tear down the day after the Event.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**  
Any State or Governmental Agency or Subdivision or Political Subdivision, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy prior to performance of the agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY  
AGREEMENT

Whereas COTAH RALLY ADVENTURES (hereinafter "User")  
desire(s) to use Grand County (herein after "County") Property or Facilities located at

Dewey Bridge BLM Campground to engage in the following activities;  
Rally Raid Event

and in consideration of County's willingness to allow User to use said facilities and/or  
property, I

Michael D. Graves, as the duly authorized agent acting on behalf of the  
User, herewith agree and promise Indemnify and hold County, its officers, agents, officials  
and employees, and volunteers harmless and release them for and from any liability, costs or  
expenses arising from any action, causes of action, claims for relief, demands, damages,  
expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims  
for relief, demands, damages, costs, fees, expenses and/or compensations are known or  
unknown, are in law or equity, and without limitation, all claims of relief which can be set  
forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or  
otherwise of User, County, and/or their respective officers, agents, officials, members,  
employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to the  
County's facilities or equipment arising out of User's use or possession of said facilities or  
property.

User further agrees and promises to provide County with Certificate of  
Insurance verifying that User has acquired insurance sufficient to support User's promise to  
Indemnify and Hold County Harmless as outlined above.

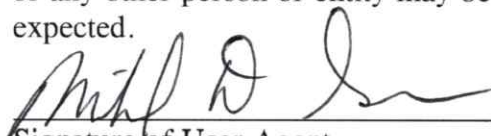
User acknowledges that User has been advised to consult legal counsel and have  
had the opportunity to consult with legal counsel prior to entering into this Indemnification /  
Hold Harmless / Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification / Hold  
Harmless / Release of Liability Agreement, that User relinquishes all rights or claims to  
adjudication or recourse to which User may be entitled in relation to any damages or injury  
that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the  
meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in  
this Agreement voluntarily and that User makes them without any duress or undue influence of  
any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User  
or any other person or entity may be greater or more extensive than is known, anticipated or  
expected.

  
\_\_\_\_\_  
Signature of User Agent

Michael D. Graves  
\_\_\_\_\_  
Printed Name of User Agent

Date: 6-22-2022



Red Piedrosa <k2zeppelin@gmail.com>

## Recreation.gov Reservation Confirmation

Recreation.gov <communications@recreation.gov>  
To: k2zeppelin@gmail.com

Sun, Mar 13, 2022 at 8:04 AM



# Reservation Confirmation

Hi Michael Graves,

Adventure awaits! This email confirms your reservation 0429419350-3 for Dewey Bridge Group Sites.

Please review all the reservation information below prior to your visit. It is also helpful to have this confirmation email available when you arrive as it contains important details about your reservation.

If you'd like additional information or need to make changes to your reservation, you can view, modify, or cancel this or any other upcoming trips through the "[My Reservations](#)" section of your account on Recreation.gov.

We also encourage you to review the "[Rules and Reservation Policies](#)" on Recreation.gov to understand the guidelines, fees, and timing for reservation changes, cancellations, and refunds for this reservation.

We hope you enjoy your experience at Dewey Bridge Group Sites and bring home an amazing story!

## Reservation Information Order #: 0429419350

**Tue, Sep 13, 2022**  
Check-In:

**Wed, Sep 14, 2022**  
Check-Out:



**A, Dewey Bridge**  
Dewey Bridge Group Sites  
Moab Field Office (BLM)  
[Reservation Details](#) | [Cancellation / Refund Policies](#)

## Reservation Details

**Primary Occupant:** Michael Graves**# of Occupants:** 30**# of Vehicles:** 10**Equipment:**

- Small Tent
- Vehicle
- Trailer

## Need To Know

**Arrival Checklist for Facility**

- Maximum group size:
  - Group Site A: 30 people.
  - Group Site B: 25 people.
  - Group Site C: 25 people.
- Gusty winds are possible so always secure your tents and camping gear.
- Ravens, chipmunks and other wildlife frequent the sites; never leave food out.
- Summer thunderstorms can cause flash flooding and gusty winds; stay aware of current weather.
- Annual, Senior and Access passes do not apply to group site fees.
- There are no showers, electricity, dump stations or drinking water at these sites but they are available in the town of Moab.
- Generator hours are from 8:00 am to 8:00 pm. Quiet hours are from 10:00 pm to 6:00 am
- Wedding ceremonies and receptions require a Letter of Acknowledgement from the Moab Field Office. Call 435-259-2100 for more information.
- Reservation calendars are posted weekly on the kiosk near the fee tube.
- Reservation calendars are posted weekly on the kiosk near the fee tube or adjacent to the group site.
- No amplified music.

**Campsite Notices****Directions**

From Moab, drive north to the junction with Highway 128. Turn right and travel 29 miles along the river road. The group sites are to your right as you enter the Dewey Bridge campground.

**Gear and RV Rental - Rent an RV to hit the road or gear like tents, packs, and sleeping bags. [Learn More](#) →**



Red Piedrosa <k2zeplin@gmail.com>

## Recreation.gov Reservation Confirmation

Recreation.gov <communications@recreation.gov>  
To: k2zeplin@gmail.com

Sun, Mar 13, 2022 at 8:04 AM



# Reservation Confirmation

Hi Michael Graves,

Adventure awaits! This email confirms your reservation 0429419350-1 for Dewey Bridge Group Sites.

Please review all the reservation information below prior to your visit. It is also helpful to have this confirmation email available when you arrive as it contains important details about your reservation.

If you'd like additional information or need to make changes to your reservation, you can view, modify, or cancel this or any other upcoming trips through the ["My Reservations"](#) section of your account on Recreation.gov.

We also encourage you to review the ["Rules and Reservation Policies"](#) on Recreation.gov to understand the guidelines, fees, and timing for reservation changes, cancellations, and refunds for this reservation.

We hope you enjoy your experience at Dewey Bridge Group Sites and bring home an amazing story!

### Reservation Information Order #: 0429419350

**Tue, Sep 13, 2022**  
Check-In: 12:00 PM

**Wed, Sep 14, 2022**  
Check-Out: 11:59 AM



**B, Dewey Bridge**  
Dewey Bridge Group Sites  
Moab Field Office (BLM)  
[Reservation Details](#) | [Cancellation / Refund Policies](#)

## Reservation Details

**Primary Occupant:** Michael Graves

**# of Occupants:** 25

**# of Vehicles:** 10

### Equipment:

- Small Tent
- Vehicle
- Trailer

## Need To Know

### Arrival Checklist for Facility

- Maximum group size:
  - Group Site A: 30 people.
  - Group Site B: 25 people.
  - Group Site C: 25 people.
- Gusty winds are possible so always secure your tents and camping gear.
- Ravens, chipmunks and other wildlife frequent the sites; never leave food out.
- Summer thunderstorms can cause flash flooding and gusty winds; stay aware of current weather.
- Annual, Senior and Access passes do not apply to group site fees.
- There are no showers, electricity, dump stations or drinking water at these sites but they are available in the town of Moab.
- Generator hours are from 8:00 am to 8:00 pm. Quiet hours are from 10:00 pm to 6:00 am
- Wedding ceremonies and receptions require a Letter of Acknowledgement from the Moab Field Office. Call 435-259-2100 for more information.
- Reservation calendars are posted weekly on the kiosk near the fee tube.
- Reservation calendars are posted weekly on the kiosk near the fee tube or adjacent to the group site.
- No amplified music.

### Campsite Notices

- Equipment allowed = 10 tents
- No Class A RVs/Motorcoaches.

### Directions

From Moab, drive north to the junction with Highway 128. Turn right and travel 29 miles along the river road. The group sites are to your right as you enter the Dewey Bridge campground.



Red Piedrosa <k2zeppelin@gmail.com>

## Recreation.gov Reservation Confirmation

Recreation.gov <communications@recreation.gov>  
To: k2zeppelin@gmail.com

Sun, Mar 13, 2022 at 8:04 AM



# Reservation Confirmation

Hi Michael Graves,

Adventure awaits! This email confirms your reservation 0429419350-2 for Dewey Bridge Group Sites.

Please review all the reservation information below prior to your visit. It is also helpful to have this confirmation email available when you arrive as it contains important details about your reservation.

If you'd like additional information or need to make changes to your reservation, you can view, modify, or cancel this or any other upcoming trips through the ["My Reservations"](#) section of your account on Recreation.gov.

We also encourage you to review the ["Rules and Reservation Policies"](#) on Recreation.gov to understand the guidelines, fees, and timing for reservation changes, cancellations, and refunds for this reservation.

We hope you enjoy your experience at Dewey Bridge Group Sites and bring home an amazing story!

### Reservation Information Order #: 0429419350

**Tue, Sep 13, 2022**  
Check-In: 12:00 PM

**Wed, Sep 14, 2022**  
Check-Out: 11:59 AM



**C, Dewey Bridge**  
Dewey Bridge Group Sites  
Moab Field Office (BLM)  
[Reservation Details](#) | [Cancellation / Refund Policies](#)



### **DEFINITION OF A CROSS-COUNTRY RALLY**

A Cross-Country Rally is a sporting event staged over varied terrain and is intended to prove the skill, the endurance of riders, and the reliability of their machines. Moreover, this discipline must reveal the skills of navigating of the Rally riders.

The terrain consists of natural landscapes and usually not modified by the organizer as follows:

- Mountains, rocky sections
- Dunes
- Rivers, dry riverbeds, mud tracks
- Open public road
- Natural vegetation, bushes, high grass, forests
- Asphalt roads, off road tracks
- Terrain with snow conditions

### **DEFINITIONS:**

DNF – Did not finish – A rider who is issued a DNF may at their discretion continue the route, they must get to next bivouac area as scheduled. A DNF allows the rider to still participate but their time will be effected by penalties if they decide to do so for missing waypoints in that stage.

DQ – Disqualified – A disqualified rider will have the RallyComp removed from their motorcycle at the finish line and leave the event immediately. Their rider box with and belongings will be delivered to the Montrose County Fairgrounds when the riders return to Montrose on the last day of the rally. If you cannot abide by federal, state, county and municipal traffic laws and regulations don't register for this event. Your actions could lead to civil litigation by the organizer for jeopardizing the event.

Federal land managers, law enforcement and county permitting have the right to terminate this event at any time for reckless behavior. As stated, before this is NOT a maximum speed race!

### **ORGANIZER RESPONSIBILITY:**

The organizer will provide transportation and recovery for participants and their motorcycles to the bivouac area or the nearest town if they have a mechanical or physical issue. The organizer will transport supplied field boxes to bivouac areas. Water will be provided at each bivouac for refilling hydration systems and for cooking of freeze-dried food. The organizer will provide sweep riders for the entire route. If a participant has a mechanical problem, or if they are injured, sweep riders and recovery will assist. Every rider WILL be accounted for!

### **SCORING:**

The COTAH rally is a sum of all five days times added together for one overall completed time, there are no special test sections, speed sections or transfer sections for this event. The entire event is a navigation, riding skills and machine reliability event. Once the participant starts each day the time clock will not stop until they reach the finish line at the bivouac on that given day. The top three participants who can navigate and master the route and not collect time penalties and finish the event with the best overall times will receive prizes.

1 second over speed limit = 1 minute.  
Failure to stop for 3 seconds = 3 minutes.  
Failure to stay at neutralization / gas stop per required time 1 second = 1 minute.  
Unmasking a waypoint = 10 minutes.  
Loss of time card = 1 hour.  
Failure to stop for injured rider or party if nobody is first on-scene = Disqualification.  
Protest must be in writing within 60 minutes after rider crossing the finish line.

### **PHOTOGRAPHY & FILMING**

Personal filming devices will not have a GPS tracking / mapping enabled mode. All Pictures and video taken by COTAH RALLY ADVENTURES shall be used for marketing.

Filming and photography for this event can be used for personal use, in accordance with Bureau of Land Management and Forest Service regulations.

### **EVENT CANCELLATION:**

The event will be cancelled for the following; forest fires, heavy rain, heavy snow or any other unforeseen event which has the possibility of happening during the event.

At the discretion of the event organizer, a partial refund or no refund may happen.

### **RIDERS:**

Event is open to licensed riders with a motorcycle endorsement 16 years of age or older on the start day of event (NO INSTRUCTION PERMITS ALLOWED). This is a long-distance ride and you need to be well-rested and in good physical condition. Due to the distance involved, be prepared to ride safely and steadily. Maintain fluid intake and calories. Pack adequate clothing for weather and elevation changes from 4,500 ft desert to 10,500 ft alpine mountain conditions. Riders must have the ability to ride intermediate and advanced single-track routes, deep sand, rocks, water crossings, ruts and other conditions encountered in backcountry off road riding. Some portions of the route are on paved roads, county dirt roads and city streets.

### **MACHINE REQUIREMENTS:**

Forest Service approved spark arrestor, muffler (2 METER MAX METHOD SHALL BE USED Maximum Limit 112.0 DB/A AT MAX THROTTLE). Street legal Enduro motorcycles with charging system, operational horn, headlight, tail-light, brake light and mirror are the minimum requirements. A basic technical inspection will have to be passed. If you don't pass TECH you will not ride. There will be NO exceptions and NO refunds!! The event is for 250cc to 540cc four stroke machines with a 13L or larger fuel tank able to obtain a fuel range of 161 kilometers. This event will not be open to two stroke machines or large adventure bikes. Riders must have a current Colorado OHV sticker properly displayed. Bikes are required to have a base set up of a rally navigation tower with roadbook holder and Tripmaster. Tripmaster examples; KTM Tripmaster, ICO Tripmaster or RNS Tripmaster. If you don't have room for the RallyComp on your roadbook holder you must provide a ram ball mount for it on your handlebars.

**Tires/Tubes/Rims:** Aggressive DOT Approved “knobbies” only. (Examples: Pirelli MT 21, Kenda Trackmasters, MotoZ Tractionators) Tubliss and Mousse systems will not be allowed. They are not DOT approved. All rims must have no damage to them.

**RIDER NUMBERS / STARTING POSITION:** Numbers will be issued at Tech Inspection, sequentially. Start position will be determined by date and time stamp of registration. Subsequent start positions may change daily, slowest rider in first position and fastest rider last position (Reverse start). Helping to ensure all participants arrive at the bivouac before sunset. Rider start order for stage one shall be determined by order of registration for New Registrants and Senior Registrants. The 10 Senior Registrants will have a 3 minute start interval and the New Registrants will have a 2 minute start interval for stage one. Senior riders will start first for stage one and New riders will start upon the senior riders completing their start, this will only be for stage one. The remaining start time intervals for stages 2, 3, 4 and 5 will be 2 minute start intervals for all riders to reduce local motor vehicle traffic congestion and for rider safety.

**VOLUNTEERS - Please contact us and let us know if you would like to volunteer for our rally and what you would like to do. All volunteers must have the same bivouac gear and food as participants and a Red Cross First Aid / CPR card, Colorado and Utah search and rescue card and be an AMA member.**

**Participants must provide their own highlighter markers, tape scissors and ink pens for roadbooks and they will not be provided by the organizer.**

**REQUIRED ON PARTICIPANT’S PERSON/BIKE FOR TECH INSPECTION AND EVERY START:**

- Valid driver’s license with motorcycle endorsement
- Proof of motor vehicle insurance meeting minimum liability insurance requirements for Colorado and Utah
  - Health Insurance Card – Current
  - Red Cross First Aid / CPR Card-Current

<https://www.redcross.org/take-a-class/classes/adult-first-aid%2Fcpr%2Faed-online/a6R0V0000015FV3.html>

- Utah Search and Rescue Card (USARA) <https://secure.utah.gov/rescue/>
  - Colorado Outdoor Search and Rescue Card (CORSAR)  
<https://cdola.colorado.gov/funding-programs/search-and-rescue-fund>
  - American Motorcycle Association Membership Card <https://americanmotorcyclist.com/>
  - Motorcycle must be street legal with valid license plate and accompanying registration
- Colorado OHV permit <https://cpw.state.co.us/buyapply/Pages/RegistrationsOHV.aspx>
    - Garmin INREACH MINI Tracker Personal Locator Beacon / NO OTHER SUBSTITUTE  
Giant Loop Tracker Packer for Garmin INREACH MINI

- Satellite Phone (There will be a group rental for satellite phones each rider can order prior to the event, this is not included with entry fee)
  - Personal GPS, with spare batteries
  - 3 Liter+ capacity hydration system - Filled
  - Red LED Clip on Strobe light (Wearable on back)
  - White LED Clip on Strobe light (Wearable on back)
  - or a combination of both lights
- **Emergency tools and first aid kit**
  - 15ft+ tow strap
  - Spare inner tube for each tire or tube repair kit
    - Tire irons
    - Tool Kit
  - Waterproof Rally navigation cover / Shower Cap
  - Co2 cartridges with inflator or hand tire pump
  - Small flashlight, preferably with strobe setting
- Basic First Aid Kit consisting of a weatherproof container and the following items:
  - (1) Eye Dressing
  - (5) 2" X 3" Adhesive pads
  - (10) 1" X 3" Band-Aids
  - Antibiotic wound treatment
  - 4" Bandage Compress
  - Emergency "Space" Blanket
  - Restop 2 solid waste bag or equivalent
    - <https://restop.com/>
  - Zip Lock bag for used toilet paper
- Participants have no limit as to what they carry, they must have the minimum each start.

**RIDER PROTECTIVE EQUIPMENT MINIMUM:**

- Full face helmet DOT FMVSS No.218 certified or ECE 22.05 certified, manufacture printed certification must be legible
    - Goggles (Tear Offs are Not Allowed)
  - Motocross Style Boots, No Adventure Style Boots
    - Knee & Shin guards or Knee Braces
  - Upper Body Armor that consists of chest, spine, shoulder and elbow protection
    - Gloves
- Required protective gear must be worn while riding, a rider will be given a time penalty of 1 hour for the first offense and disqualification for the second offense.

**BIKE TECH INSPECTION:**

- Headlight Hi/Low
  - Taillight

- Brake Light
  - Horn
  - Front Brake
  - Rear Brake
  - Bike Starts
  - Bike Shuts Off
- Wheel Spokes Safety Wired or Cable Tied / Rim condition
  - Tire Tread Depth Above DOT Minimum
    - DOT Marked Tires
  - Sound Test – 2 Meter Max Sound Test 112 DB/A
    - Spark Arrestor Check
  - Driver's License with Motorcycle Endorsement
    - Motorcycle Insurance
    - Health Insurance Card
    - Red Cross First Aid / CPR Card
    - Utah Search and Rescue Card (USARA)
- Colorado Outdoor Search and Rescue Card (CORSAR)
  - Colorado OHV Permit
- American Motorcycle Association card (Must Show Membership) or purchase at administrative check-in.
- Valid Motorcycle License Plate and Accompanying Registration
  - Rider Helmet - DOT FMVSS No.218 and/or ECE 22.05
  - Garmin INREACH Mini Personal Locator Beacon with
    - Giant Loop Packer Tracker
      - Satellite Phone
    - GPS and Spare Batteries
    - 3L+ hydration system
  - Red LED Clip on Strobe light (Wearable on back)
  - White LED Clip on Strobe light (Wearable on back)
    - or a combination of both
    - Basic First Aid Kit
  - Restop 2 solid waste bag or equivalent
    - Emergency Tools
  - Motorcycle tow strap 15ft min
- Issuance of RallyComp & Power Cable (Power cable will attach to the motorcycle battery)
  - Issuance of RoadBook at rider brief
- Tech Inspection requirement is no guarantee machine is mechanically sound or is safe to ride, that responsibility is solely the participants.

**RIDER MUST PROVIDE THE REQUIRED BIVOUAC ITEMS:**

- 1 or 2-person three season or four season self-supportive tent with rain fly and ground foot print
  - Sleeping bag - recommended 50-degree F

- Inflatable ground pad
  - Inflatable pillow
- A minimum of TEN freeze dried meals enough for five days, two serving meals highly recommended instead of one serving. (each day must be one breakfast and one dinner; lunch will not be served) participant can bring more freeze-dried food at their discretion along with any other powdered beverages or snacks.
- Trail food enough for all five days of riding (example: energy power bars, jerky, trail mix etc.)
  - Powdered energy drinks
  - Jet Boil Stove or similar product (No open fires)
  - Jet Boil Fuel Cannister
- Mess Kit items; camp coffee mug, Thermo flask or Naglene bottle, long handle spoon or spork designed for eating from freeze dried meal pouches, freeze dried meal heat pouch. (No plates, bowls, pots or pans allowed)
  - Toiletries, toilet paper, wet ones
    - Mosquito repellent
  - Enduro or motorcycle style jacket
    - Spare camp clothing
    - Camp shoes
  - Camp bath towel and soap for shower
- Head lamp with extra batteries (there will be no generator at the bivouac areas)
  - 2 pad locks
- **Participants must purchase their own totes / One tote per a participant.**

Riders can add to this list at their discretion but all items **must** fit in the required rider field box with the lid closed and locked for transport.

Please see link below for the only type type tote that **will be excepted**.

<https://www.homedepot.com/p/HDX-38-Gal-Tough-Storage-Bin-in-Black-206114/301356003>

#### **CREW SUPPORT:**

Event is not a crew or team supported event, no crew or team allowed during ride or in bivouac areas.

#### **MECHANICAL FAILURE:**

If your motorcycle cannot continue, rider, gear and bike will be picked up by a sweep vehicle and transported to the next town or the bivouac area on the route, rider's choice. Participant may call someone to come pick them, gear and bike up at the next town or the bivouac area.

Participant may ride along with event support if necessary.

If a participant gets their bike up and running at the bivouac area, they may continue at next start but will receive penalties for the parts of the stage they failed to complete .

#### **BIVOUAC AREAS:**

Forest Service and BLM bivouac areas will be policed of all trash before the start time. Bagged garbage will be placed in the garbage dumpsters, if dumpsters are not available bagged garbage will be placed near support vehicles for proper disposal.

There will be no oil changes in the bivouac areas. All maintenance will be done on a pit mat, a limited number will be available from organizer.

Quiet hours 10:00 PM to 6:00 AM, engines cannot be started.

### **GPS REQUIREMENT AND USE**

A GPS is required it is not to be used for navigation, only for latitude and longitude coordinates in case of a medical emergency, so a rider can notify 911, and/or the organizer where they are located or for emergency navigation in case of a natural disaster.

### **SAFETY, LAND USE REGULATIONS & EMERGENCIES:**

There will be no fueling of bikes while running or while rider is mounted.

All tools and hard objects larger than 5" will be transported on the motorcycle not in any pack or clothing of participant.

It is required riders observe all highway safety codes and regulations. If riders do not obey posted speed limits they can and may be cited by law enforcement. If a participant is cited during event, they will be disqualified. There will be time penalties generated by the satellite tracker if the rider fails to obey speed limits indicated by the roadbook or speed limit posted on road signs. To avoid time penalties, participants need to be at the indicated speed limit before passing the speed change. If any road sign displaying the speed limit has been changed to a lower speed than what is shown in the roadbook, the participants will obey the lower posted speed limit.

All law enforcement agencies along the route have approved this event and will have direct contact with the event organizer. If a participant is ticketed or arrested for exhibition of speed, they risk having their motorcycle impounded by law enforcement.

Law enforcement agencies have been invited to patrol the route at their discretion.

All regulations will be followed while riding on federal lands and riders will stay on the approved Motor Vehicle Use Road and Trail System. This prevents damage to natural resources and ensures continued motorized use of public lands. There will be no cross-country travel.

Satellite tracking will be utilized to assess time penalties. If land managers determine participants violated cross-country travel restriction, satellite tracking will be provided to them.

If a federal fine is assessed on a participant, they will be disqualified.

Participants will yield to horseback riders, pedestrians, and bicyclists. Riders will pull over and let them pass if the trail is narrow. On wider trails, while passing, speed must be reduced to 10 mph or less. Trail etiquette will be observed i.e. shutting off engine near a nervous horse. Covering trail users in a plume of dust (aka ghosting) will not be tolerated. If a rider is reported ghosting by other trail users, they will be disqualified. Also, be aware of livestock on open range and leave each gate as you found it. Riders must also be aware of wildlife that may

unexpectedly pass in front of them. Most county and state law enforcement agencies have a letter of agreement on file with federal land managers to enforce laws on federal lands.

A rider suffering a mechanical failure, rider injury or running late are required to inform the event organizer at the phone number provided on the "Riders Time Card". There is an absolute requirement to know the whereabouts of every participant (nobody gets left behind). If necessary, call 911 and request police, fire, ambulance etc.

Due to the long overall distance, riders will be required to maintain a prudent and reasonable average speed.

The route includes gas stations where the riders must obtain and pay for their own fuel. These gas stations will be in the rider's road book. If a rider runs out of fuel and a support vehicle provides fuel, there will be a time penalty of 30 minutes.

**GOOD SAMARITAN TIME CREDIT:** Every participant Must render aid for an injured person discovered along route. Any rider that renders aid will have a time modification equal to the amount of time they rendered aid. When you stop to assist another rider/person who needs immediate medical assistance, or a life or death situation, you will immediately notify 911. If it has not been done by another rider or Good Samaritan and give the street, road, highway location or longitude and latitude in the backcountry.

Participant will then provide aid and remain on-scene until medical authorities arrive. At the earliest opportunity call and notify the event organizer of the incident. Keep track of time that you started aid and stopped giving aid. Notification to organizer must be given before continuing, otherwise no credit will be given. Colorado and Utah have protections for Good Samaritans.

#### **ALCOHOL / DRUG POLICY**

- Drinking of intoxicating beverages is forbidden while riding and in Bivouac site.
- The use or possession of narcotics including marijuana (amphetamines or other stimulants, barbiturates or other depressants) is forbidden. The use or possession of marijuana on federal lands is illegal regardless of state or local law. Medications with valid prescription container are allowed.
- Any participate who shows any evidence of being under the influence at any time, including bivouac area will be disqualified. If participant is observed riding under the influence local law enforcement will be notified.

Yes, volunteers must have a Colorado and Utah Search and Rescue cards just like the competitors. (Please follow the links on our website)

06/09/2022

Can a rider use one of the other current Garmin Inreach Models with similar or superior capability (InReach, Mini 2, 66/86) or are you just requiring the old-style Mini with no substitute as listed?

Other Garmin InReach satellite communicators may be used but it must have the SOS function. such as the Mini, Mini 2, 66 and 86. We want the PLB on the riders body and not on the motorcycle. Where they carry it and how they carry it will be their responsibility. We do not want to see it inside someones hydration pack on their back. If they don't have their rally jacket or vest on they must still have it on their body and that is why we stated the GL Packer Tracker because it can go around the arm or pack strap and must be reachable with one hand for activation. I have attached a link down below and I think that carrier can be modified for around the arm use for the 66i.

<https://www.garmin.com/en-US/p/114625>

03/22/2022

RALLY COMP may be used as the rider's primary ODO/ Cap Heading/ Speedometer if they do not have and ICO, RNS or KTM Tripmaster but remember you will have no redundancy in case of unit failure. Riders must have a roadbook box preferably powered but a manual roadbook box may be used.

03/13/2022

Registration will close August 1, 2022 and not August 31, 2022 due to logistics with satellite phone provider.

03/09/2022

Fuel range and fuel tank size clarification; motorcycles must meet the required fuel range of 161 kilometres no matter what size the fuel tank is on any given make or model motorcycle.

02/22/2022



**American Red Cross**  
Training Services

## Certificate of Completion

Sue Graves

has successfully completed requirements for

### Adult First Aid/CPR/AED Online Only

Date Completed: 8/24/21

Validity Period: 2 - Years

Conducted by: American Red Cross



To verify certificate, scan code or visit [redcross.org/digitalcertificate](http://redcross.org/digitalcertificate) and enter ID.

Learn and be inspired at [LifesavingAwards.org](http://LifesavingAwards.org)





**American Red Cross**  
Training Services

## Certificate of Completion

Richard Harvey

has successfully completed requirements for

### **Adult First Aid/CPR/AED Online Only**

Date Completed: 9/7/2021  
Validity Period: 2 - Years

Conducted by: American Red Cross



To verify certificate, scan code or visit [redcross.org/digitalcertificate](http://redcross.org/digitalcertificate) and enter ID.

Learn and be inspired at [LifesavingAwards.org](http://LifesavingAwards.org)



0009FAV

Certificate of Completion

**Michael Graves**

has completed the requirements for

**Adult First Aid/CPR/AED Online Only**

conducted by

**American Red Cross**

Date Completed: **09/07/2021**

Valid Period: **2 Years**

Certificate ID: **00O9ENP**



Scan code or visit:

<https://www.redcross.org/take-a-class/qrcode?certnumber=00O9ENP>

2:22



[Inbox](#) Completion Certifica... ^ v



**Certificate of Completion**

Raphael Horton

has successfully completed requirements for  
**Adult First Aid/CPR/AED Online Only**

Date Completed: 9/7/2021  
Validity Period: 2 - Years

Conducted by: American Red Cross



To verify certificate, scan code or visit [redcross.org/digitalcertificate](http://redcross.org/digitalcertificate) and enter ID:  
Learns and be inspired at [LifeSavingAwards.org](http://LifeSavingAwards.org)



0009TCG

**Certificate of Completion**



Raphael Horton  
has completed the requirements for  
**Adult First Aid/CPR/AED Online Only**  
conducted by  
**American Red Cross**  
Date Completed: 9/7/21  
Validity Period: 2 Years  
Certificate ID: 0009TCG



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COTAH Rally Adventures

is a

Corporation

formed or registered on 05/04/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011091197 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/21/2022 that have been posted, and by documents delivered to this office electronically through 06/22/2022 @ 16:49:58 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/22/2022 @ 16:49:58 in accordance with applicable law. This certificate is assigned Confirmation Number 14111833 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**STATEMENT OF AUTHORITY  
COTAH RALLY ADVENTURES**

Entity Name: COTAH RALLY ADVENTURES

Type of Entity: S CORP

Formation State: COLORADO

Mailing Address: 7765 S JOPLIN CT, ENGLEWOOD, CO, 80112

Name and Position of Each Person Authorized to Bind the Entity and Execute Contracts for the Entity: MICHAEL D. GRAVES - DIRECTOR

Such Authority is:  NOT LIMITED      \_\_\_\_\_ LIMITED as follows:

This Statement of Authority is Executed by the Entity pursuant to Utah Law.

This Statement of Authority amends and supersedes all prior Statements of Authority which shall be of no further force or effect.

Effective Date: 06-22-2022

**ENTITY NAME: COTAH RALLY ADVENTURES**

Michael D Graves

By: Michael D Graves  
Its: Director

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

# American Motorcyclist Association

## MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

ORGANIZER NAME, EVENT NAME, SANCTION#

EVENT DATES

IN CONSIDERATION of allowing the below MINOR participant to compete, officiate, observe, work for, or participate ("participate") in any way in the American Motorcyclist Association above sanctioned event and/or activities ("EVENT(S)") and/or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:

1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR's Event participation constitutes an acknowledgement that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the Event.
2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose and/or while participating in any way in the Event. The undersigned recognize and understand that there are risks and dangers associated with participation in the Event and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the Event and/or entry into the RESTRICTED AREA are assumed notwithstanding.
3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the promoters, participants, racing associations, sanctioning organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, builders and designers, drivers, pit crews, rescue workers, all persons in the RESTRICTED AREA, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees and lessors of the premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, (all for the purposes herein referred to as "RELEASEES") from all liability to ourselves, the undersigned's, our personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the RELEASEES or otherwise.
4. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify and save and hold harmless, the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due, in any manner or degree, to the presence of the parent/guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in or presence at the EVENT and whether caused by negligence of the RELEASEES or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Releases of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
5. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF OHIO. If any part of this Agreement is adjudged to be invalid for any reason, I agree that the remaining terms of the Agreement remain in full force and effect.**

**THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.**

1. \_\_\_\_\_  
 Printed Name of Parent or Guardian

Father     Mother     Guardian  
 (Check One)

I HAVE READ THIS RELEASE  
 Parent or Guardian (Signature)

\_\_\_\_\_  
 Date (mm/dd/yyyy)

(Initial)

I represent that I have sole legal custody or am sole parent/guardian.

2. \_\_\_\_\_  
 Printed Name of Parent or Guardian

Father     Mother     Guardian  
 (Check One)

I HAVE READ THIS RELEASE  
 Parent or Guardian (Signature)

\_\_\_\_\_  
 Date (mm/dd/yyyy)

Printed Name of MINOR Participant: \_\_\_\_\_ AMA # \_\_\_\_\_ D.O.B. \_\_\_\_\_  
 Date (mm/dd/yyyy)

Address of Participant: \_\_\_\_\_

\_\_\_\_\_  
 Signature of Event Official

\_\_\_\_\_  
 Date (mm/dd/yyyy)

\_\_\_\_\_  
 Printed Name of Event Official

# American Motorcyclist Association (READ CAREFULLY BEFORE SIGNING)

## RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

ORGANIZER NAME, EVENT NAME, SANCTION#

EVENT DATES

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the American Motorcyclist Association sanctioned event "EVENT(S)" or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she believes anything to be unsafe or unsatisfactory in any way, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S). I acknowledge that I may not have the opportunity to inspect any RESTRICTED AREA prior to the event.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, drivers, builders and designers, crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF OHIO. If any part of this Agreement is adjudged to be invalid for any reason, I agree that the remaining terms of the Agreement remain in full force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name

Sign Name Here

Print Name

Sign Name Here

I HAVE READ THIS RELEASE

I HAVE READ THIS RELEASE

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Signature and Title of Witness AMA

Date (mm/dd/yyyy)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
**SPECIAL RECREATION PERMIT**

(16 U.S.C. 6801 et seq., 43 U.S.C. 1701 et seq., 43 CFR Group 2930)

Permit No.  
**MFO-Y010-22-043R**

BLM Issuing Office  
**Moab Field Office**  
DOI-BLM-UT-Y010-2019-0133-CX

Permittee Cotah Dual Sport Rally

Authorized Representative Michael Graves

Address  
7765 S. Joplin Ct.  
Englewood, CO 80112

Phone Number (303) 577-2795

Email Address k2zepplin@gmail.com

Fax Number \_\_\_\_\_

Website \_\_\_\_\_

Permit is for (check all that apply):  Commercial Use  Competitive Use  Organized Group Activity or Event  Vending

Date Issued 1/21/2022 Date Expires 12/31/2031 (Terms greater than one year subject to annual authorization)

Seasonal or other period of limitations occurring annually in September 9/11 to 9/16/2022

Permit Fee Formula Organized Group: Greater of \$115/year or \$6/person/day  
If other, specify \_\_\_\_\_

Assigned Sites (commercial only):  None No. of Assigned Sites subject to fees \_\_\_\_\_

Special Area Fees Apply:  Yes  No Special Area Fee \_\_\_\_\_

Minimum insurance coverage requirement Low Risk: \$300,000 per occurrence, \$600,000 annual aggregate

Permit is valid only if a current Certificate of Insurance, listing the United States as additional insured, is on file with the issuing BLM Office.

Post use report due date(s) 30 days after last use of year Bond Requirement:  None Bond Amount \_\_\_\_\_

Purpose and activities authorized


Motorcycle Event

Approved Area of Operation

Event Course (See Maps),

Certification of Information: I certify use of this permit will be as per the operations plan on file with BLM. I acknowledge I am required to comply with any conditions required by the BLM including the General Terms and Permit Stipulations listed on the following pages of this form and any additional stipulations which may be attached.

Additional stipulations are attached:  Yes  No

  
(Permittee Signature)

1-15-2022  
(Date)

Approved and issued for the conduct of permitted activities and locations shown on this permit and in conformance with the operating plan. Permit is subject to General Terms and Permit Stipulations any additional stipulations attached.

Nicollee Gaddis-Wyatt  
(BLM Authorized Officer Printed Name)

  
(BLM Authorized Officer Signature)

2/7/2022  
(Date)

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
ORGANIZED GROUP/EVENT  
SPECIAL RECREATION PERMIT STIPULATIONS**

---

**Special Recreation Permit Details**

Name of Company: Cotah Dual Sport Rally

Special Recreation Permit Number: MFO-Y010-22-043R

Pre-trip/Event Itineraries Required? Yes

Deductions or Discounts Applicable: YES, event takes place other lands outside of Moab BLM

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In addition to the General Terms listed on page two of Form 2930-2, this permit is subject to the following additional stipulations:

**BLM Utah Terms and Stipulations**

**A. General**

(1) Permits issued for more than one year are subject to annual validation. To secure validation the permit holder must:

- (a) have performed satisfactorily under the terms and conditions of this permit and be in conformance with applicable Federal, State, and local laws, ordinances, regulations, orders, postings, and written requirements applicable to the area and operation covered by the permit,
- (b) ensure that all persons operating under the permit have obtained all required Federal, State, and local licenses or registrations,
- (c) have on file, with the office issuing the permit, current insurance that meets or exceeds the BLM's minimum insurance requirements for the event or activity and identifies the United States Department of the Interior – Bureau of Land Management as additional insured, and
- (d) have no outstanding, past due, or unpaid billing notices.

(2) Permittees may not leave unattended personal property on public lands administered by the Bureau of Land Management for a period of more than 48 hours without written permission of the authorized officer, with the exception that vehicles may be parked in designated parking areas for up to 14 consecutive days. Unattended personal property is subject to disposition under the Federal Property and Administrative Services Act of 1949 as amended.

(3) The permit only authorizes the use for the activity, the time(s) and in the area(s) specifically described in the approved area(s) of operation section of this permit (page one of Form 2930-2) or on the list of authorized routes or maps attached to the SRP.

(4) The permittee must maintain on file with the BLM a current and correct list of employees who will be conducting services for the company on public land. Persons providing services under this permit must be an employee of the permittee.

(5) Placement of caches of supplies and food or equipment for future activities is not allowed without written permission of the authorized officer.

(6) The permittee and any persons providing services under this permit must present or display a copy of the Special Recreation Permit (Form 2930-2) to an authorized officers-representative, or law enforcement personnel upon request to determine the validity of the permit, ascertain if the group has a copy of the permit and are operating within authorization (locations and activities), check all required equipment, and to orient trip participants about the use of public lands and safety.

(7) The permittee shall post a copy of the Special Recreation Permit (Form 2930-2) and these special stipulations in prominent view where all participants and public may view them (e.g., at the start of an event, staging area, in a commercial outfitters office or on their website, etc.).

(8) If the permittee wishes to sell or otherwise terminate his or her business and desires that permit privileges be transferred to a new owner, the permittee shall notify the authorized officer in advance, in writing, and receive advance written approval for the permit transfer. Additionally, the permittee shall advise the authorized officer in advance of any action that would result in a change in ownership or controlling business interest.

(9) When a non-permitted company/group (e.g., booking agent, advertiser) is working with a commercially permitted company to provide a service on public lands, the advertising must reflect this partnership. For example, Company Y is not permitted but they work with Company X who is permitted. Company Y must include 'working in conjunction with Company X, a commercially permitted outfitter on all advertisements.

## **B. Financial**

(1) All fees associated with commercial use are established by the BLM Director, updated every three years based on the Implicit Price Deflator Index, and published in the Federal Register. Commercial use fees are based on a percentage (3% as of March 2020) of the adjusted gross revenue derived from use authorized under the Special Recreation Permit. The permittee will pay at least the minimum annual fee (\$115.00 as of September 2020), plus any commercial use fees due in excess of the minimum fee. Additionally, if more than 50 hours of BLM staff time is required for processing the permit, cost recovery of direct expenses related to the permit will be charged. If the 50-hour cost recovery threshold is anticipated to be exceeded, then recovery of costs begins with the first hour.

(2) When Special Area fees are applicable, commercial operators must collect the fees from their guests, spectators, or participants, and list the Special Area fee as a separate item assessed by BLM on trip invoices. At the end of each use season, the permittee must include a trip-by-trip accounting of the number of guests using the Special Areas in their year-end post use report.

(3) A minimum annual fee or prepayment of estimated use fees is due prior to use occurring. This amount is based on either the amount of fees paid the previous year, or an annual revenue estimate agreed to by both the permittee and the authorized officer. For commercial use,

periodic payments are allowed if the prepayment amount due exceeds \$1,000.00. At least 25% of the total amount due must be paid prior to use.

(4) The permittee must submit a post use report (see Appendix A) thirty days after the last use of the permit in a calendar year, or as agreed upon with the field office administering the permit. Alternative reporting arrangements may be established by written agreement with the authorized officer. An extension of this due date may be approved by the issuing office on a case-by-case basis. The report must contain a trip-by-trip log of: trip location, beginning and ending dates of each trip, number of clients, number of guides, and gross receipts for the trip. In reporting gross receipts, the outfitter will report all payments made by the customer including, but not limited to, activity-related equipment rental, gratuities, donations, and gifts, with the only exceptions being state and local sales tax and retail sales of durable goods that remain the property of the customer and have utility after the activity. The request for deductions based on pre- and post- trip transportation and lodging expenses and percentage of time on public land, if being claimed, must also be submitted at this time. Requests for transportation and lodging deductions must be accompanied by copies of supporting receipts documenting proof of payment.

(5) The permittee must submit a post use report to the authorized officer for every year the permit is in effect. If the post use report is not received by the established deadline, the following late fee schedule, set by the Utah BLM Director, will be initiated:

- More than 15 calendar days but less than 30 calendar days after the due date: \$125
- More than 30 calendar days after the due date, but less than 45 calendar days: \$250

Post use reports submitted more than 45 calendar days after the due date may result in criminal, civil, and/or administrative action to protect the interest of the United States.

(6) The permittee must maintain the following internal accounting records pertaining to the permit for a minimum of three years after the expiration of the permit:

- (a) W-2 records or a similar record of employment for all employees conducting activities under the permit,
- (b) a record of all financial relationships with booking agents or advertisers,
- (c) a record of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source during activities conducted under the permit, and
- (d) a record of all payments made by the permittee and claimed as a deduction in the permittee's fee submission.
- (e) a complete and reconcilable accounting system that includes the following items:
  - 1) customer cash receipt deposit ledger or statements. These include the deposit transactions with continuous sum totals.
  - (2) bank statements/ledgers, or the deposit slip ledger receipts

### **C. Insurance**

(1) Self-insured, Federal, and State Government agencies are not required to list the United States Department of the Interior – Bureau of Land Management as an additional insured. In

lieu of insurance, a written statement is required from the comptroller or risk manager that the SRP activity is in fact agency sponsored and the agency accepts liability. If a state or state subdivision, or quasi-governmental agency is not self-insured, all insurance requirements apply.

(2) At a minimum, the permittee shall have in force a property damage, personal injury, and comprehensive public liability insurance policy that meets or exceeds the BLM's minimum insurance requirements for the event or activity.

General Guidelines for Minimum Insurance Requirements

SRP Event or Activity	Per Occurrence	Per Annual Aggregate
Low Risk: general non-competitive and non-commercial activities such as group camping, group activities, mounted orienteering, backpacking, or dog trials.	\$300,000	\$600,000
Moderate Risk: whitewater boating, horse endurance rides, OHV events, mountain bike races, rock climbing (with ropes), ultra-light outings, rodeos	\$500,000	\$1,000,000
High Risk: bungee jumping, speed record events, unaided rock climbing, aerial or aerial delivery	\$1,000,000	\$2,000,000 - \$10,000,000

(3) The policy shall state that the insurance company shall have no right of subrogation against the United States of America.

(4) Such insurance must name the United States Department of the Interior – Bureau of Land Management as an additional insured and provide for specific coverage of the permittee's contractually assumed obligation to indemnify the United States.

(5) The permit is not valid unless the permittee maintains a current authenticated certificate of the required insurance on file with the office issuing the permit. The insurance need only be valid during periods of actual use (which may include a set-up and break-down period).

(6) The permittee shall indemnify and hold harmless the United States against any responsibility or liability for damage, death, injury, or loss to persons and property which may occur during the permitted use period or as a result of such use.

(7) The name of the insured on the insurance policy must be the same as the name on the permit. Those permittees holding insurance policies which only ensure the permittee and not the permittee's employees must ensure that their employees also have the required insurance in effect, and that a certificate of insurance is furnished to the authorized officer.

#### **D. Marking of Outfitter Vehicles**

Every street-legal motor vehicle used to transport clients or equipment shall be marked with at least one sign, decal, or placard on each side of the vehicle. The sign shall at a minimum include the company name and must be readable from a distance of 50 feet.

#### **E. Pre-Trip Itinerary**

If required, the permittee will file a notice of intent in writing with the BLM prior to each trip. The notice of intent must specify the intended dates of the trip, number of clients, number of guides, name of the lead guide and area to be visited, including the location of camps. See Special Recreation Permit Details on page one of this document for itinerary requirements for this permit.

#### **F. Environmental and Resource Protection**

All activities must conform to *Leave No Trace* principles.

(1) For all activities and at all base camps with locations served/supported by a motorized vehicle, the permittee must have a toilet system that allows for the proper carry-out and disposal of solid human body waste in a responsible and lawful manner that is adequate for the size of the group and length of the trip. Toilets must be accessible for use by passengers and crew at all sites where a company motorized vehicle is present, except in developed locations where public restrooms are provided. In locations remote from a permittee's vehicle, solid human waste must be cat holed in a sunny location in bare soil or carried out (unless otherwise stipulated). Toilet paper must be carried out and not buried or burned.

(2) Cans, rubbish, and other trash shall not be discarded, buried, or dumped on public lands or related waters. Wet garbage such as eggshells, orange peels, leftover solid food, bones, melon rinds, etc., must be carried out. Trash cleanup at campsites and day use areas will include all litter or discarded items including small items such as bottle caps, cigarette butts and micro-trash.

(3) Washing or bathing with soap is not permitted in tributary streams, springs, or other natural water sources. Dishwater must be strained prior to dispersal (scattering). Dishwater and bathwater may not be dispersed within 100 feet of streams, springs, or other natural water sources.

(4) The permittee will be responsible to ensure that historical, archaeological, cultural, or ecological values are not damaged, destroyed, or removed by any participants during authorized activities.

(5) The permittee must conduct operations authorized by the permit in accordance with applicable BLM management plans and the permittee's own operating plan submitted to the BLM in support of this permit.

(6) The number of participants on any trip, including guides, may not exceed the number specified in the permittee's operating plan and approved permit. The exception to this

requirement is over-the-road bus tours using state and Federal highway and class B county roads.

(7) No camping is permitted within 300 feet of a known prehistoric or historic site.

(8) No camping is permitted within 300 feet of a water source other than perennial streams unless prior written permission is received from the authorizing officer.

## **G. Fires**

This permit does not waive any applicable fire restrictions and orders that may affect the use of campfires, charcoal or cooking fires. The following stipulations apply unless specifically waived by written permission of the authorized officer:

(1) At sites accessed by the permittee's motor vehicle(s), the permittee must provide its own fuel wood.

(2) At sites accessed by the permittee's motor vehicle(s), the permittee must use a fire pan to contain the fires, ash, and charcoal. Charcoal and ash from the fire pan must be hauled out.

(3) Gathering wood from standing trees, live or dead, is prohibited.

(4) Use of dead and down wood is permitted only at backcountry sites not accessed by the permittee's motor vehicle(s). In such cases, if a fire pan is not used, burn all wood to ash and naturalize the area before leaving.

(5) Scatter fuel wood piles and rock lined fire rings before leaving the site.

## **H. Informed Risk**

(1) The permittee shall inform clients of the inherent risks involved with the activity.

(2) The permittee shall review potential safety concerns, contingency plans and potential consequences with its clients prior to operations.

(3) The permittee shall utilize the appropriate and proper equipment and gear for the activity.

(4) The permittee shall ensure that all persons operating under the authorization are made aware of the physical safety hazards associated with abandoned mine openings and the potential for encountering abandoned mines within the permitted area. The permittee must present or display a copy of the attached *Utah Abandoned Mine Safety: Stay Out and Stay Alive!* brochure in prominent view where all participants and public may view it. To obtain additional copies of the brochure, contact your local BLM office.

## **I. Safety and Equipment**

(1) The permittee will ensure that activities are conducted in compliance with all laws and regulations relating to vehicle operations, land use restrictions, food handling, and any other applicable regulations.

(2) Every person serving as a guide on public land must at a minimum be trained and currently certified in Basic First Aid and Cardio-pulmonary Resuscitation (CPR). Each guide must have legible copies of certification cards in his/her possession while operating under a BLM Special Recreation Permit in Utah. In addition, certification cards must be filed at the permittee's headquarters and available for BLM review if requested.

(3) The following equipment must be carried on all commercial trips:

- (a) A first aid kit adequate to accommodate each activity, group, or subgroup will be carried on all trips.
- (b) Adequate repair kits and spare supplies appropriate for the trip and activity.

(4) The following procedures must be followed during all commercial activities:

- (a) Unless specifically authorized in the permit, discharge of firearms is allowed only for legal pursuit of game animals by a licensed hunter.
- (b) Use of explosives and fireworks is prohibited.

### **CDC GUIDELINES – Masks & Maintaining Social Distance**

The permittee is responsible for ensuring that all persons covered by this permit, including, but not limited to, agents, clients, customers, participants, and spectators, are complying with the Centers for Disease Control's (CDC) guidance concerning wearing masks and maintaining physical distance. This requirement applies when the CDC's guidance concerning wearing masks and maintaining physical distance is in effect.

### **PALEONTOLOGICAL STIPULATION – Moab Field Office**

Paleontological resources will not be collected under a commercial Special Recreation Permit. All collection of paleontological resources will otherwise be in accordance with the Paleontological Resources Preservation Act of 2009 and a permit may be required. The permit holder will be held legally and financially responsible for paleontological resources damaged, destroyed, or removed by trip participants. All vertebrate fossils are prohibited from collection and require a valid permit.

### **HUMAN WASTE DISPOSAL REQUIREMENT – Moab Field Office**

For all activities and at all locations within the Moab Field Office, permittees must have a toilet system or approved human waste bags which allow for the proper carry-out and disposal of solid human body waste in a responsible and lawful manner. The human waste system must be adequate for the size of the group and length of the trip. Toilet systems must be accessible for use by passengers and crew at all times. Toilet paper must be carried out and not buried or burned.

### **SUPPLEMENTAL STIPULATIONS FOR PERMITTEES USING MOTORIZED VEHICLES**

(1) Only routes specifically approved in the permittee's operating plan may be utilized. See attached maps. **Note: the non-motorized single-track portion of the Kokopelli Trail is NOT permitted.**

(2) Permittees must be familiar with and comply with State of Utah OHV laws. All activities and activity participants must follow state regulations and manufacturer's recommendations regarding operations.

(3) OHV operators must be familiar with and comply with BLM's OHV designations whether posted on the ground or not. Vehicle use is not authorized in Wilderness Study Areas. No off-route travel would be permitted; all travel is only on designated roads. To avoid damaging cultural sites that may be near the routes, the roadbed should not be widened by inappropriate passing or parking.

(4) Permittees must operate in accordance with [43 CFR 8341](#) concerning OHV use on public lands.

(5) OHV operators must yield to non-motorized users. Mountain bikers must yield to pedestrians and riding or pack animals.

(6) Permittee will be responsible for any wildfires caused by the permittee's party and will report all wildfires to the nearest BLM Field Office.

(7) Operators shall not intentionally chase or harass wildlife.

(8) The permittee shall be responsible for clean-up and remediation in event of accident or mechanical failure resulting in the spillage of fuels, lubricants, coolants, hydraulic fluids, or other petroleum-based or synthetic organic compounds.

(9) The permittee agrees to assume responsibility for public safety and health during any phase of his operation, including first aid, retrieval and evacuation activities including costs.

(10) All refuse will be packed out and deposited in an authorized dump site.

(11) All guides will be informed of permit stipulations. There will be a required review of stipulations of all drivers authorized under the permit.

(12) Permittee shall not have exclusive use of recreation areas or interfere with other valid use of the public lands unless specifically authorized under the terms of the Special Recreation Permit.

(13) Parking and staging will be only on non-vegetated areas; parking will occur in single file along the side of the route.

(14) Maximum speed on BLM managed roads/trails is 25 mph unless otherwise posted.

**Appendix A - Post Use Report**

NAME OF EVENT: \_\_\_\_\_

Start Date mm/dd/yr	End Date mm/dd/yr	# of participants	Area or routes used

I certify the above report is true, correct and complete accounting of all activities conducted in conjunction with my Special Recreation Use Permit.

\_\_\_\_\_  
Signature, Permittee or Authorized Representative

\_\_\_\_\_  
Date

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**

AUGUST 2, 2022

Agenda Item:

<b>TITLE:</b>	Approving volunteer appointment to the Noxious Weed Board
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Sarah Stock

**Prepared By:**

**SARAH STOCK**

**FOR OFFICE USE ONLY:**

**Attorney Review:**

**SUGGESTED MOTION:**

I move to approve the appointment of Chris Marlor to Grand County's Noxious Weed Control Board with a term ending December 31, 2023.

**BACKGROUND:**

- Chris Marlor has taken over invasive species duties for Charlie Fischer at the BLM, and the Noxious Weed Board voted unanimously to replace him as the BLM and federal lands representative on our Noxious Weed Board.

**ATTACHMENT(S):**

- Appointment Letter

July 22, 2022

Grand County Commission  
125 E. Center Street  
Moab, UT 84532

Re: Grand County Noxious Weed Control Board Recommendation Letter

Dear Grand County Commission Members,

The Grand County Noxious Weed Control Board has received and reviewed an application for a Board vacancy. On July 11, 2022, the Board met in an open meeting and voted unanimously to recommend to the Council that Chris Marlor, a BLM Fire and Invasive Species specialist serve a term on the Board ending December 31, 2023. Mr. Marlor would replace Charlie Fischer, our previous BLM and federal lands representative.

Thank you,

A handwritten signature in cursive script, appearing to read "Sarah Stock".

---

Sarah Stock, Chair  
Grand County Noxious Weed Control Board

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**

AUGUST 2, 2022

Agenda Item:

<b>TITLE:</b>	Approving the appointment of a new alternate board member of the Community Renewable Energy Agency
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Sarah Stock

**Prepared By:**

**SARAH STOCK**

**FOR OFFICE USE ONLY:**

**Attorney Review:**

**SUGGESTED MOTION:**

I move to approve the appointment of Elissa Martin as an alternate board member for the Community Renewable Energy Agency Board and authorize the chair's signature on the related letter.

**BACKGROUND:**

- For the past year, John Guenther served in this position. Elissa is willing and able to take this responsibility on.

**ATTACHMENT(S):**

- Appointment Letter

Grand County Commission  
125 E. Center St.  
Moab, UT 84532

August 2, 2022

**Re: Appointment of the Grand County's Community Renewable Energy Alternate Board Member**

Dear Secretary:

On December 3rd, 2019 the Grand County Commission "County" adopted a resolution that established a goal of a net 100% renewable energy supply for the County by 2030. By way of this resolution, the County became eligible to become a "Participating Community" as contemplated by the Community Renewable Energy Act. On May 4th, 2021, the County executed the Interlocal Cooperation Agreement ("Agreement") Among Public Entities Regarding the Community Renewable Energy Program ("Program") to become a Participating Community in the Program and by way of this letter delivers this Agreement pursuant to paragraph one of the Agreement.

For the past year, Sarah Stock, Grand County Commissioner and John Guenther, Planning and Zoning Director have served on the Community Renewable Energy Agency Board. John Guenther recently left Grand County. Elissa Martin, the new Planning and Zoning Director, has been appointed by the Grand County Commission to serve as an alternate board member. Pursuant to section two of the Agreement, the County by way of this letter from me as the Chair of the Grand County Commission, now appoints the following persons as the County's and alternate Board member:

Alternate: Elissa Martin, Planning and Zoning Director

Primary: Sarah Stock, Grand County Commissioner

Please let me know if you have any questions or need any further information. Thank you.

Signed,

Jacques Hadler

Chair of the Grand County Commission



**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**

**Agenda Item:**

<b>TITLE:</b>	Grand and San Juan County's Children's Justice Center Contract with the State of Utah Attorney General's Office
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	T. Brooke DeGraw Children's Justice Center Grand and San Juan County, Director

**Prepared By:**

**FOR OFFICE USE ONLY:**

**Attorney Review:**

**SUGGESTED MOTION:**

I move to approve the Renewal of the Grand and San Juan County's Children Justice Center contract with the State of Utah Attorney General's Office

**BACKGROUND:**

This is an annual Grant Agreement between the State of Utah Attorney General's Office and the Grand and San Juan County's Children Justice Center.

**ATTACHMENT(S):**

- FY23 Grand CJC Contract Package FINAL



Contract # \_\_\_\_\_

# STATE OF UTAH CONTRACT

- 1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:  
 Department Name: Attorney General's Office Agency Code: 80 Division Name: Children's Justice Center Program, referred to as the State Entity, and the following Contractor:

Grand County  
 \_\_\_\_\_  
 Name  
125 East Center Street  
 \_\_\_\_\_  
 Address  
Moab UT 84532  
 \_\_\_\_\_  
 City State Zip

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

Contact Person: Brooke DeGraw Phone # 435-260-1037 Email: bdegrow@grandcountyutah.net  
 Vendor # 04363HB Commodity Code # 9521700000

- 2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: a multidisciplinary, intergovernmental response to sexual abuse of children, physical abuse of children, and other crimes involving children where the child is a primary victim or critical witness, such as in drug-related endangerment cases. Service area includes Grand and San Juan Counties. Services will be provided at 180 South 300 East, Moab, UT 84532, and 62 East 200 South, Blanding, UT 84511.

- 3.
- 4. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# NA, FY0, Bid# \_\_\_\_\_, or other method: \_\_\_\_\_.
- 5. CONTRACT PERIOD: Effective Date: 07/01/2022 Termination Date: 06/30/2027 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): \_\_\_\_\_.

- 6. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$101,783 for costs authorized by this contract. Prompt Payment Discount (if any): \_\_\_\_\_. Additional information regarding costs: Contract includes funding allocation for FY23. Funding for FY24 – FY27 is subject to the provisions of Attachment A, Paragraph 13. See Attachments C and D for additional information on costs.

- 7. ATTACHMENT A: State of Utah Standard Terms and Conditions for  Goods or  Services  
 ATTACHMENT B: Scope of Work  
 ATTACHMENT C: Contract Costs and Fiscal Conditions  
 ATTACHMENT D: Budget  
**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**

- 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. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #NA dated NA.
- 8. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.  
 The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

**CONTRACTOR**

**STATE**

\_\_\_\_\_  
Contractor's signature Date

\_\_\_\_\_  
Agency's signature Date

\_\_\_\_\_  
Type or Print Name and Title

## STATE OF UTAH APPROVING AUTHORITIES

\_\_\_\_\_  
Director, Division of Finance Date

Tracey Tabet

Agency Contact Person

801-281-1202

Telephone Number

ttabet@agutah.gov

Email

(Revision 05 June 2022)

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

Note: Changes have been made to Section 22.

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

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. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
  - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity 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) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
  - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
  - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - j) "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.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of 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 Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services 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.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under 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 agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any

rights, limits, protections or defenses provided by the Act. 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.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (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 work place. 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.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of 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 the State Entity 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:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. 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.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah 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.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** 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 the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

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

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity 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 the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **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's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah 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 the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, 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. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **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 the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery 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 the State Entity.

If Contractor delivers nonconforming Services, the State Entity 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.

22. **INVOICING:** See Attachment C for terms and conditions on Invoicing.
23. **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 the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, 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 the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **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 the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **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.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** 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 the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity 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.
29. **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 the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default 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, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** 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 the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

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 the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah 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.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity 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.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah 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 the State Entity or the State of Utah 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.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes 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 the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah 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 the State of Utah, or to any person in any official capacity 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.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **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.
44. **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.

(Revision Date: 12 December 2019)

**ATTACHMENT B: SCOPE OF WORK FOR CHILDREN'S JUSTICE CENTER**

CONTRACTOR (CJC) and the Attorney General's Office (Program) agree that state law defines the requirements and purposes of a Children's Justice Center as follows, pursuant to Utah Code Annotated §67-5b. To fulfill the requirements and purposes of a CJC, CJC agrees to comply with the following conditions:

**1. Child Focused Setting. The CJC shall:**

- a. Maintain a safe, child friendly facility that is designed to make child/youth feel comfortable and at ease and that meets all applicable state and local codes;
- b. Provide suitable interview rooms and waiting area for the child and family; provide sufficient and suitable staff to interact with the child and family, answer questions, to provide immediate crisis intervention; to ensure privacy when discussing cases with parent, staff, children, etc;
- c. For centers funded to operate full-time (per the Program funding formula), the facility's operating hours shall be 40 hours a week and shall be sufficiently staffed to provide services as outlined in this contract. Centers funded to operate on a part-time basis or as a satellite may be open fewer than 40 hours a week. Contact information for the center shall be posted for visitors who come to the center outside set operating hours;
- d. Facilitate and coordinate child's and family's journey through criminal and juvenile systems;
- e. Treat the child and family with respect and dignity;
- f. Notify the administrator of the Program promptly regarding any plans to relocate the CJC or expand services beyond those outlined in the Scope of Work.

**2. Forensic Interviews. The CJC shall:**

- a. Respond as quickly as possible to requests for interviews from law enforcement (LE) or the Division of Child Family Services (DCFS)/Child Protective Services (CPS);
- b. Actively promote a joint LE/CPS response and encourage both to be present for the forensic interview;
- c. Schedule interviews and coordinate them with LE, DCFS/CPS and family;
- d. Record interviews and provide recordings to the assigned LE and CPS designees; provide transcripts upon request of LE or prosecutors, subject to limitations based on staff capacity;
- e. Ensure optimal performance of all recording equipment and advise interviewers that CJC staff may need to periodically monitor interview to ensure audio and visual quality;
- f. Be responsible for ensuring the quality and professionalism of the interviewer if the CJC hires its own forensic interviewer;
- g. If the CJC hires its own forensic interviewer, the CJC will ensure its forensic interviewer participates in peer review and training with other CJC forensic interviewers as provided and coordinated by the Program's Forensic and MDT Specialist (hereinafter referred to as "Specialist"); the CJC will also ensure its forensic interviewer becomes an FI trainer within one year of hire;
- h. Refrain from mandating the use of a particular interviewing protocol as a condition of using the CJC, but can suggest or recommend a particular protocol be used by an interviewer (LE or DCFS/CPS);
- i. Relay any concerns of CJC staff or MDT regarding interviews or techniques used by any particular interviewer/investigator to the interviewer's supervisor with the suggestion that the supervisor review the interview; concerns may also be brought to the attention of the prosecutor's office; consult with the Program's Specialist for problem-solving and remedial training/skill building options as needed.

**3. Victim Advocacy: The CJC shall:**

- a. Ensure that CJC victim advocacy service providers meet the Program's 24 hour, CJC-specific training requirement before providing advocacy services to children and families; meet the additional 16 hour Utah requirement within 3 months of hire; maintain documentation as proof

- of all training completion;
- b. Provide services and support consistent with the Rights of Crime Victims Act;
- c. Provide needs assessment and crisis intervention; engage in information sharing with the MDT; coordinate case management meetings; provide a warm handoff to other victim advocates; provide active outreach and follow-up support services;
- d. Provide referral and resource information on available community services, victims' rights, Office for Victims of Crime, etc to child and family;
- e. Facilitate referrals to prosecutor/other victim advocate as needed for court preparation;
- f. Answer phone calls or other requests from parents of abused children (or others concerned about an abused child) for referral and resource information (may include treatment referrals which may need to be coordinated with DCFS/CPS, explanation of the general investigative process, general prosecution process, referral to a victim advocate, referrals for crisis counseling for family and child, information on CJs and what they do, etc.).

**4. Medical Exams: The CJC shall:**

- a. Make referrals for forensic medical exam to CJC-affiliated providers as identified by Primary Children's Hospital (the Contractor for the CJC Medical Assessment Program); the Medical Assessment Program's referral policy is incorporated by reference and the parties agree that the policy may be amended by notice, in writing, as required to fulfill the purposes of the contract;
- b. In order to ensure appropriate medical care, pertinent Information including the type of abuse, details regarding injuries and the timing of the suspected abuse (along with the type of sexual contact) should be included in the medical referral. Medical providers should be updated if and when additional pertinent information becomes available.

**5. Mental Health: The CJC shall:**

- a. Provide information to caregivers about the importance of evidence-supported, trauma- focused mental health services for children;
- b. Make referrals to mental health providers that meet this criteria and in accordance with local county referral and procurement policies;
- c. Utilize the Care Process Model (developed by the University of Utah and Primary Children's Hospital) to conduct trauma screening for children.

**6. Multidisciplinary Team (MDT) Meetings. The CJC shall:**

- a. Develop and maintain a functioning and effective multidisciplinary team (MDT), including but not limited to LE, DCFS/CPS, prosecutor, medical provider, mental health provider, victim advocate, CJC representative, and other necessary professionals;
- b. Serve as an interagency coordinated response center;
- c. Have a written interagency agreement/MOU and MDT protocol that meets NCA's nationally recognized standards;
- d. Have written documentation describing how information is shared among the MDT and how confidentiality is protected;
- e. Provide routine opportunities for MDT to give feedback and suggestions regarding the operating procedures of the CJC and the MDT, including but not limited to the MDT OMS survey;
- f. Consult with the Program's Specialist for problem-solving and team building as needed.

**7. Case Review. The CJC shall:**

- a. Maintain written guidelines for case review procedures;
- b. Conduct/facilitate case review at least once a month to ensure informed case decisions are made, client outcomes are improved, interventions are coordinated, and obstacles to the investigation and service delivery are addressed;
- c. Ensure attendance by those actively working the case who are capable of making,

informing, and/or advocating for decisions, including but not limited to LE, CPS, forensic interviewer, prosecution, medical, mental health, victim advocate, and CJC.

**8. Case Tracking. The CJC shall:**

- a. Maintain and update AG Case Management System (CMS) promptly and accurately on a regular basis, at least weekly. Data must be entered by the 20th day of the month following the close of each quarter to ensure accuracy of the quarterly statistical reports;
- b. Enter data for every case, completing all required fields as outlined in the Program CMS User Guide; the User Guide is incorporated by reference and the parties agree that the guide may be amended by notice, in writing, as required to fulfill the purposes of the contract;
- c. Restrict notations maintained in the CMS. Other than documentation of staff activity, such as notations regarding date and outcome of appropriate family follow-up, CJC employees shall not make editorial comments, conclusions, or opinions within the CMS; CJs are government agencies and subject to the requirements of the Government Records and Management Act.

**9. Training and Community Education: The CJC shall:**

- a. Coordinate with the Program to ensure child forensic interview training is provided to LE, CPS, or designated interviewers who conduct or observe forensic interviews regularly at the CJC (and also reflects our new student criteria); maintain documentation as proof of training completion;
- b. Facilitate and coordinate training opportunities for CJC staff, LE, DCFS/CPS, prosecutors, and other allied agency professionals;
- c. Notify the administration of the Program, in writing and in advance, of any training offered or promoted by a CJC, with the exception of CJC employee training required by your County as a condition of employment;
- d. Provide public awareness presentations to local businesses, community groups, etc. on CJs and what they do;
- e. Coordinate with other agencies or persons who provide such presentations;
- f. Maintain relevant education materials for distribution;
- g. Facilitate and coordinate educational or informational meetings where LE, DCFS/CPS and other professionals can make presentations;
- h. Refrain from endorsing any third-party organization or keeping an organization's promotional or marketing materials in the center, unless otherwise authorized by the Program.

**10. Organizational Capacity. The CJC shall:**

- a. Provide management and supervision of center staff; provide financial reports as requested by state and in format requested by state; be fiscally responsible; maintain accurate accounting (receipt and disbursement) of all state monies, federal monies, county monies, private monies as well as an accurate accounting of in-kind services, items or other donations from state, county, federal and private sectors;
- b. Conduct criminal background screenings for all CJC employees and volunteers; comply with the requirements of the Volunteer Government Workers Act;
- c. Maintain abuse prevention policies that promote a safe environment, ensure appropriate supervision of children on the premises, and abide by mandatory reporting laws;
- d. Comply with the requirements of the Program's critical incident policy, which outlines the circumstances under which the CJC must notify the Program of incidents that may meet the definition of a critical incident; critical incidents include but are not limited to potential violations of local, state, or federal law;
- e. Participate in CJC directors meetings, State Advisory Board meetings, State Advisory Board committee meetings and any special appointments to committees by the State Advisory Board; and the CJC Symposium;
- f. Maintain a local advisory board, with appointees and designees serving a term or terms as designated in the board's bylaws; it is recommended that it be composed of the following people

from the county or area: 1) the local center director or the director's designee; 2) a district attorney or county attorney having criminal jurisdiction or any designee; 3) a representative of the attorney general's office, designated by the attorney general; 4) at least one official from a local law enforcement agency or the local law enforcement agency's designee; 5) the county executive or the county executive's designee; 6) a licensed nurse practitioner, physician assistant, or physician; 7) a licensed mental health professional; 8) a criminal defense attorney; 9) at least two members of the community at large; 10) a guardian ad litem or representative of the Office of Guardian Ad Litem, designated by the director; 11) a representative of the Division of Child and Family Services, designated by the employee of the division who has supervisory responsibility for the county served by the center; 12) if a center serves more than one county, one representative from each county served, appointed by the county executive; and 13) additional members appointed as needed by the county executive. The local advisory board does not supersede the authority of the contracting county;

- g. Schedule and facilitate local advisory board meetings; Send draft minutes of local board meetings to CJC Program within 45 days of each board meeting;
- h. Facilitate discussion at local levels with supervisors, local advisory board members and MDTs, of concerns and needs, and identify strategies to address those needs;
- i. Review MDT protocols, operating guidelines, and MOUs at least annually and update when necessary. If said documents have been updated in the course of the fiscal year, the CJC will provide updated documents by June 1<sup>st</sup> to the CJC Program;
- j. For employees funded by state monies, in whole or in part under this contract, the primary physical working location for the employee(s) shall be the CJC; for employees split between CJC/non-CJC functions, the CJC shall maintain documentation, including but not limited to timesheets, to support costs allocated to the CJC.

**11. Program Evaluation and Outcomes. The CJC shall:**

- a. Ensure that all professionals conducting forensic interviews at the CJC participate in peer review at least twice a year. CJC must maintain documentation demonstrating completion of peer review;
- b. Ensure that CJC employees who provide victim services participate in a victim advocacy skills peer consultation with the Program's Specialist at least once a year and implement recommendations;
- c. Consult with the Program's Specialist on its case review process annually and implement recommendations;
- d. Participate in CMS data entry/quality assurance checks at least twice a year by the Program's Quality Assurance Analyst, and implement recommendations as needed;
- e. Offer initial and follow up Outcome Measurement System (OMS) surveys to caregivers seen at the CJC and consider ways to implement feedback; compliance shall be documented in the CMS;
- f. Administer OMS survey to MDT twice a year and consider ways to address/implement the feedback;
- g. If the CJC's performance is found to be lacking in any of the above areas, the CJC will coordinate with the Program for technical assistance to improve effectiveness.

**12. National Practice Standards**

- a. The Program utilizes nationally recognized minimum standards to inform the practice and policy of Utah's CJs and to determine the "substantial compliance" of the CJC with said standards;
- b. Training opportunities required under #9b shall reflect and take into consideration training requirements recommended under the standards;
- c. The AGO recognizes the membership categories of the National Children's Alliance (NCA), including accredited, associate, and affiliate membership, and utilizes said membership definitions as needed;
- d. Currently accredited centers shall be expected to maintain their accredited status to remain eligible for additional state funding. Eligible centers not yet accredited shall be encouraged to work with the Program to establish a timeline for becoming fully accredited.

**13. Auxiliary Programs/Services. The CJC shall:**

- a. Obtain prior written approval of the administration of the CJC Program for any service offered by or through a CJC, other than those specifically designated in this contract, in order to maintain the core functions of the state program, which is the facilitation and coordination of investigation and prosecution of child abuse and other cases where a child is a primary victim and that the CJC is a neutral, child friendly facility;
- b. Obtain prior written approval for the expansion of a CJC's service area, as that will require a contract amendment to incorporate said area;
- c. If the CJC fails to obtain said approval or implements a program or service that interferes or conflicts with the statutory purposes of the CJC Program, the Program may take appropriate action including warnings, reduction of funding, or termination of contract.

**14. Fundraising.**

- a. The CJC acknowledges the following guidelines as to what is allowable and unallowable with regard to CJC staff fundraising or assisting private, nonprofits on state paid time.
- b. Examples of allowable activities on state paid time:
  - i. giving public presentations about the CJC and answering questions about how/where they can help monetarily; attending a fund raising event to explain what a CJC does, etc.;
  - responding to a public request regarding the needs of the CJC; referring potential donors to a member of the Friends Board; attending local Friends Board meetings as a liaison to address local CJC needs;
- c. Receiving donations, monetary or otherwise; sending "Thank you" notes to contributors on behalf of the CJC (not Friends Board); writing grants for the CJC;
- d. CJC shall determine how monetary donations made directly to the local CJC are received, deposited, and tracked; Monies shall be maintained separately from county general fund accounts or otherwise clearly identified for the CJC;

**15. Examples of activities and/or expenses that must be paid for with non-State monies:**

- i. Contacting businesses or individuals, through any means, with the specific purpose of soliciting monetary or other donations; preparing and distributing fundraiser materials; gathering items from businesses or others for fundraising event;
- ii. planning, organizing, preparing, helping, or otherwise facilitating fundraising event other than attending as the CJC liaison;
- iii. doing any work of or for the local Friends Board including its finances, minutes, correspondence, billings, invoices, travel, etc.; promoting businesses who offer to contribute all or a portion of proceeds to local CJC;
- iv. hosting fund raising events where the primary purpose is to solicit and/or raise funding, goods, or services for local CJC (rummage sales, bakesales, dinners, dances, galas, festivals, barbeques, contests, etc.);
- v. costs of fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions.

16. The CJC agrees that no state monies will be used to compensate CJC employees for unallowable activities as identified in the guidelines and will maintain documentation regarding what non-state funds were used for said activities.

17. The CJC agrees that it will implement a specific plan to address costs of employees who engage in fundraising or work for private non-profit entities and provide a copy of the plan to the CJC Program upon request.

**18. Acknowledgement**

- a. CJC agrees to include the Attorney General's Office (AGO) logo and the following acknowledgement on printed and promotional materials, press releases, websites, and other digital media: "The (Name of CJC) is part of the CJC Program, administered by the Utah Attorney General's Office";

- b. In instances where the use of the written acknowledgment is restricted by space and/or format, the CJC will include the AGO logo.

**16. Noncompliance**

- a. The Program may take appropriate action including warnings, reduction of funding or termination of contract should there be noncompliance with any of the provisions of this contract.

## ATTACHMENT C: CONTRACT COSTS

1. METHOD AND SOURCE OF PAYMENT: The STATE agrees to reimburse CONTRACTOR for costs authorized by this contract, by warrant drawn against the State of Utah, upon receipt of itemized billing for STATE authorized services provided and supported by information contained on reimbursement forms supplied by the STATE. Payment will be made quarterly, pursuant to submission by contractor on a timely basis. The CONTRACTOR will be paid for actual cost of service up to the contract amount. In accordance with Utah Code Ann. 67-5b-103, funding for centers is intended to be broad-based, provided by a line item appropriation by the Legislature to the attorney general, and is intended to include federal grant monies, local government monies, and private donations.
2. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the contract period it is determined by the STATE, through audit or ATTORNEY GENERAL'S OFFICE fiscal reviews, that payments to the CONTRACTOR were incorrectly reported or paid, the STATE may amend the contract and adjust the CONTRACTOR payment rates for the remainder of the contract period, or any renewal period. Any excess payments are, upon written request, immediately due and payable to the STATE. In addition, CONTRACTOR expenditures under this contract, determined by audit or ATTORNEY GENERAL'S OFFICE fiscal review, to be ineligible for reimbursement because they were not authorized by the terms and conditions of the contract, or that are inadequately documented, and for which payment has been made to the CONTRACTOR, will upon written request be immediately refunded to the STATE by the CONTRACTOR. The CONTRACTOR further agrees that the STATE shall have the right to withhold any or all subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.
3. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the STATE, the CONTRACTOR's record keeping practices and/or reporting to the STATE are not conducted in a timely and satisfactory manner, the STATE may withhold part or all payments under this or any other contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the STATE agrees to notify the CONTRACTOR in writing prior to denial of payment of the reasons for the denial and of the actions that the CONTRACTOR will need to take to bring about the release of withheld payments.
4. BILLINGS: Billings and claims for services must be received within forty-five (45) days after the last date of service for the quarterly period billed. The final billing must be submitted within (10) days after the termination of the contract, due to the closeout of the State's fiscal year. Payment for final billings received more than ten (10) days after contract termination may be delayed or denied.
5. FINANCIAL AND COST ACCOUNTING SYSTEM: The CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with generally accepted accounting principles. At a minimum, the CONTRACTOR's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred under this contract are reasonable, allocable to contract objectives, and separate from costs associated with other business activities of the CONTRACTOR. The CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.) which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the expiration of this contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this contract, it is subject to an assessment for over-payment.
6. DEPARTMENT COST PRINCIPLES: The CONTRACTOR agrees to abide by Department Cost Principles as applicable to the contract.
7. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is the Utah Attorney General's policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
8. RELATED PARTIES: The CONTRACTOR shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the STATE. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the CONTRACTOR to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract:
  - a. The CONTRACTOR shall be defined to include all owners, partners, directors, officers of the CONTRACTOR or others with authority to establish policies and make decisions for the CONTRACTOR.
  - b. Persons and/or organizations shall be considered related parties when any of the following conditions exist:
    - 1) A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to the CONTRACTOR through blood or marriage, as defined by Utah Code Ann. Section 52-3-1 (d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
    - 2) An organization has in common with the CONTRACTOR either: a)

owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The CONTRACTOR is obligated to immediately call any contemplated or actual related party payment to the attention of the STATE. Upon notification of related party payment, the STATE may, at its discretion, require that the CONTRACTOR undertake competitive bidding for the goods/services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods/services provided afford the STATE a satisfactory level of quality and cost.

9. CHANGES IN BUDGET (*Cost Reimbursement Contracts Only*): The budget, presented in Attachment D, shall be the basis for payment. Expenditures in excess of those originally budgeted may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to the STATE. When the contract restricts expenditures within defined categories, any unapproved excess will be considered a questioned cost.
10. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA: If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract was increased by any significant sum because the CONTRACTOR furnished cost or pricing data (e.g., service code cost summaries, salary schedules, reports of prior period costs, etc.) which was not accurate, complete, and current, the price or cost shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the STATE may or may not take in reference to such price reduction shall be independent of, and not be prejudicial to, the STATE's right to terminate this agreement.

Grand County		CHILDREN'S JUSTICE CENTER					FY23					
EXPENSE CATEGORY		REVENUE SOURCES										
		STATE CONTRACT		LOCAL GOV		FEDERAL		FRIENDS		OTHER		
		ONGOING/BASE	ROLLOVER/ONE TIME FUNDS	LOCAL GOV CASH	LOCAL GOV INKIND	NCA (FEDERAL)	VOCA/ OTHER FED	FRIENDS (CASH)	FRIENDS (IN-KIND)	OTHER PRIVATE FUNDING		
		TOTAL EXPENSE										
<b>CATEGORY 1 - CAPITAL EXPENDITURES</b>												
A. Capital Improvements	Building	0										
Total	Grounds	0										
<b>CATEGORY 2 - PROGRAM OPERATING</b>												
A. Personnel	Director	70,949	55,000		15,949							
	VISTA	4,000	4,000									
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
Total		74,949.00										
B. Benefits	Director	28,380	23,533		4,847							
	VISTA	14,500					14,500					
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
Total		42,880.00										
C. In-state Travel	Vehicle Lease (Local Travel to SJC)	7,000			7,000							
Total	Mileage (In State Travel)	12,000.00	5,000									
D. Space	Mortgage	0										
	Rent	0										
	Janitorial	1,000			1,000							
	Ground Maintenance	5,000							5,000			
	Building Maintenance	4,000			4,000							
Total	Property Taxes	10,000.00										
E. Utilities	Gas	0										
	Electric	2,000	2,000									
	Garbage	0										
Total	Water, sewer, etc	2,780.00			780							
F. Communications	Telephone	0										
	Cell Phone	1,500	1,500									
	Network Services	0										
	Internet Services	700	700									
Total	Postage	2,350.00	150									
G. Equipment / Furniture	Recording Equipment	0										
	Office Equipment	0										
	Computer Equip/Software	800	800									
Total	Furniture/Soundproofing	800.00										
H. Supplies	Office supplies / tapes	350	350									
	Medical	200	200									
	Program Service Supplies	3,350	3,350									
	Advisory Board Meeting	200	200									
	MDT Meeting	2,400	2,400									
Total	Client Emergency Funds	6,500.00										
I. Miscellaneous	Printing	0										
	Petty Cash	0										
	Miscellaneous Services	0										
	Miscellaneous Supplies	0										
	NCA Membership Dues	500	500									
Total	Insurance (premises/liability)	500.00										
J. Conference/Training	NCA Leadership Registration	0										
	Hotel, Per Diem, Travel	0										
	Misc Expenses	0										
	Symposium Registration	600	600									
	Hotel, Per Diem, Travel	1,500	1,500									
	Misc Expenses	0										
	Other Conf/Training Registration	0										
	Hotel, Per Diem, Travel	0										
Grand Total	Team Retreat Training	2,100.00										
K. Professional Fees and	Translation	0										
	Therapy Contracted Services	0										
	Contract Services	0										
Total		-										
		TOTALS	154,859	101,783	0	28,576	5,000	0	14,500	0	5,000	0
		PERCENT OF TOTAL BUDGET	100%	66%	0%	18%	3%	0%	9%	0%	3%	0%