

CATERING AGREEMENT
"CHUCKWAGON GRILLE, LLC"

This Catering Agreement (hereinafter referred to as the "Agreement"), dated as of July 18, 2022, is by and between the Board of County Commissioners of Routt County, Colorado, hereinafter referred to as the "County," and "CHUCKWAGON GRILLE, LLC" (hereinafter referred to as the "CATERER").

Recitals

- A. County is sponsoring the Routt County Fair at the Routt County Fairgrounds in Hayden, Colorado from August 17, 2021 through August 21, 2022 (the "2022 Fair").
- B. Caterer is engaged in the business of providing catering ("Catering Services").
- C. County desires to obtain Catering Services during the 2022 Fair.
- D. Caterer and County intend by this Agreement to set forth the terms and conditions to govern the relationship between Caterer and County in connection with the Catering Services to be provided at the 2022 Fair.

Terms and Conditions

- 1. Caterer shall provide the following Catering Services: Wednesday, August 17, Dinner 60 people; Thursday, August 18 Breakfast 85 people, Lunch 110 people, Dinner 75 people; Friday, August 19, Breakfast 35 people, Lunch 40 people, Dinner 55 people; Saturday, August 20, Breakfast 40 people, Lunch 35 people, Dinner 8 people; Sunday, August 21, Breakfast 35 people. Caterer shall cook, serve, clean, keep drinks stocked, package left-overs and store them in refrigerator. Meals will be served: breakfast 7:00 a.m. to 8:30 a.m.; lunch 11:30 a.m. to 1:00 p.m.; dinner 5:00 p.m. to 6:30 p.m.
- 2. Caterer shall obtain and pay for all permits and licenses that Caterer may be required to obtain for any and all of its operations in connection with the Catering Services.
- 3. County shall pay a total of \$7514.00 to Caterer for the Catering Services. A 50% deposit is due in two weeks prior to first meal. The balance is due at the conclusion of the Catering Services. County shall provide plates, cups, utensils, napkins, drinks, coffee, ice, kitchen, condiments, and a parking space close to kitchen.
- 4. Caterer agrees to comply with any and all current County, State or Federal Public Health Orders in effect at the time of the provision of the Catering Services.
- 5. If Caterer is prevented from providing the Catering Services by an Act of God, riot, strikes, fire, war, lockouts, blackouts, or if by any law or act of the United States or the State of

Colorado or any political subdivision thereof, now, or hereafter to be passed or adopted, or if by any order or command of any of the military or naval forces of the United States or said state, the regular ordinary course of business of Caterer is curtailed, suspended, interrupted or interfered with and Caterer is thereby prevented from carrying on its usual course of business in whole or in part, then this Agreement, at the option of either party, shall become null and void and each party released therefrom.

6. Caterer and County shall release, defend, indemnify and hold harmless County and Caterer respectively, and their officers and employees from any and all claims, losses and damages resulting from the negligence or willful misconduct of the indemnifying party arising from or relating to this Agreement.

7. A determination by a court of competent jurisdiction that any section, provision or portion of this Agreement is illegal shall not effect the legality or enforceability of the remaining sections, provisions or portions of this Agreement.

8. At all times and for all purposes hereunder, Caterer and its employees are independent contractors and not employees of County. Caterer shall be responsible for providing all workers' compensation and unemployment insurance coverages for its employees as may be required by law. **Neither Caterer nor any employee of Caterer shall be entitled to unemployment insurance benefits through County and Caterer shall be obligated to pay any federal or state income taxes due with respect to any sum payable by Caterer hereunder.**

9. This Contract is subject to the provisions of the Workers with Authorization – Prohibition – Public Contracts for Services - Rules found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Contract knowingly employs or contracts with a worker without authorization, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with a

worker without authorization; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with a worker without authorization.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Contract for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Contract.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the County terminates this Contract for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

10. This Agreement shall be binding on and extend to the successors and assigns of the respective parties.

11. This Agreement and the rights and obligations contained herein may not be assigned or modified by either party without the express written consent of both parties.

12. In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

13. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

BOARD OF COUNTY COMMISSIONERS OF
ROUTT COUNTY, COLORADO

CHUCKWAGON GRILLE, LLC

M. ELIZABETH MELTON, CHAIR

By: TRAVIS METZKER