



Salt Lake Center of Opportunity Partnership

Business Service Partner Request for Application (RFA) 2024/2025

Salt Lake County recognizes small businesses as major contributors to our economy, leaders in job creation, and forerunners of innovation. The success of these small businesses is of great importance to the County. Salt Lake County Economic Development (the County) sees an opportunity to grow our local economy by providing entrepreneurs & small businesses a path to achieve their potential.

Small business ownership is a key to wealth building and overcoming intergenerational poverty. However, lower-income communities in Salt Lake County tend to experience barriers when opening, sustaining, and growing small businesses. The pandemic highlighted these issues as lower-income businesses faced greater financial insecurity and struggled to access and utilize business assistance programs.

The County created the **Salt Lake Center of Opportunity Partnerships Program (CO-OP)** to identify and address the gaps faced by socially and/or economically disadvantaged small businesses, including businesses located in geographies with lower economic opportunity.

PROGRAM OVERVIEW

The purpose of the CO-OP is to forge partnerships that work in unison to increase the sustainability, capacity, and readiness of businesses in communities that, through no fault of their own, face real economic hardships and experience opportunity gaps, or what we call “Opportunity Businesses” ([see this link for a map showing this issue](#)). This purpose is achieved through the curation of a thriving ecosystem that is positioned to more effectively address and resolve the gaps faced by Opportunity Businesses.

Through partnerships with Community-Based Organizations (CBOs), vetted services, and other vital resources, the CO-OP ecosystem will function to improve the success and resiliency of Opportunity Businesses.

Salt Lake County hereby requests applications from all interested parties to result in the award of between six and ten partnership agreement(s).

APPLICATION TIMELINE AND INSTRUCTIONS

Eligible applicants interested in becoming a 2024 Center of Opportunity Partnerships Business Outreach Partner must fill out and submit the **Business Service Partner Application**. For the 2024 round of funding for program activities from January through June, we expect to follow the timeline outlined below:

- The Request for Applications (RFA) opens **June 26, 2024**, to make funding available for January – June 2024.
- The County will host a Webinar for the Salt Lake Center of Opportunity Partnerships (CO-OP) RFAs on **July 8, 2024, at 9 am MST**. To register, please go to [SL CO-OP Webinar Registration Portal](#).
- Applications for **Business Service Partners** can be accessed [through this link](#) or upon request by emailing co-op@slco.org
- Applications close on **July 19, 2024, at 5 pm MST**

- Selection will take place the last week of July 2024.
- New contracts must be signed by August 15, 2024.
- Partner onboarding and orientation will occur in late August
- The period of performance for contracts under this RFA will begin **August 2024** and be effective until **December 31, 2025**.

Applicants may not apply to be both a Business Service Partner and an Outreach Partner.

SERVICE PARTNER ELIGIBILITY CRITERIA

To be selected as a Service Partner, an applicant must be an eligible applicant. An eligible applicant:

- Is an entity registered to do business in the State of Utah, and in good standing.
- Has the capacity to perform the services proposed and fulfill their contracts with the County.
- Currently has a physical presence within Salt Lake County will receive Bonus Point consideration per the evaluation criteria outlined in the Application Submission Criteria and Evaluation Weight section.

PROGRAM GOALS

The CO-OP increases access to economic opportunity by bridging gaps, alleviating barriers, and addressing challenges faced by Opportunity Communities. The primary intent of the CO-OP is to increase sustainability, capacity, and readiness for growth and development of Opportunity Businesses. This intent is accomplished through providing direct technical assistance support to Opportunity Businesses alongside strengthening the ecosystem that is meant to support Opportunity Businesses.

As part of strengthening the CO-OP Ecosystem, all organizations selected as Service Partners and Outreach Partners for the 2024 Program will participate in a Community of Practice designed to enhance the ecosystem's delivery of business development programming and assistance to the communities that they serve. The Community of Practice will convene key stakeholders throughout the County and actively work towards developing and implementing strategic solutions which facilitate the collective goal of resolving the economic disparities seen within Opportunity Communities.

Service Partners will attend the Community of Practice meetings quarterly.

THE CO-OP ECOSYSTEM

The CO-OP Ecosystem consists of **Salt Lake County, Business Outreach Partners, Business Navigators, Business Service Partners, and Program Partners** who interconnect and work together in partnership to bridge gaps, alleviate barriers, and address challenges faced by Opportunity Businesses. Partners facilitate increased access to the resources Opportunity Businesses need to grow and thrive.

The roles are described as follows:

Business Service Partner:

Organizations that provide services that contribute to the sustainability and development of Opportunity Businesses. These may include, but are not limited to - bookkeeping, permitting assistance, grant & loan assistance, business registration assistance, business education, and other services; paid for by the County. Business Service Partners apply annually to participate in the CO-OP Program.

Business Service Lead:

The designated point of contact for each Business Service Partner who conduct the orientations, initial consultation, and coordinate delivery of services. These staff communicate proactively with the County and Navigators to ensure that the needs of Opportunity Businesses are met.

Business Outreach Partner:

Organizations that connect Entrepreneurs and Opportunity Businesses with services and resources through **Business Navigators**. This is typically a Chamber of Commerce or CBO with Chamber functions.

Executive Director:

Organization leadership that guides the management and finances of the Outreach Partner organization. Executive Directors manages the contracts, invoices, and budgets associated with partnership with the County. They ensure that Navigators are fulfilling Program requirements.

Business Navigator:

Designated staff from Business Outreach Partners who conduct outreach to Opportunity Businesses and manage intake, business needs assessment, business service coordination, monitoring, tracking, and evaluation of Opportunity Businesses within the Program. They are actively interacting with their business community, uncovering gaps and barriers faced by businesses, and converting these interactions into effective referrals. Business Navigators are at-will employees of Business Outreach Partners, do not apply to the County, and the County does not require any specific timelines associated with program applications.

Program Partner:

Organizations that support the CO-OP ecosystem but do not require payment from the County. They may partner to provide pro bono services to opportunity businesses and/or may partner on Community of Practice initiatives and projects.

Pro Bono Business Service Partner:

These organizations are approved by the County as Business Service Partners in the CO-OP Ecosystem, but **do not** require payment from the County to provide services to the Opportunity Businesses. They create clear value for Opportunity Businesses and require Navigators to coordinate the referral. Examples of Administratively Approved Services include MoFi and Zions Bank Business Resource Center. Program Partners are only required to apply once to participate in the CO-OP Program, not annually, and their participation continues at the discretion of the County or until they request to no longer participate.

Salt Lake County

We (the County) coordinate the development, organization, and delivery of the CO-OP Program. We ensure that partners provide the best assistance possible to Opportunity Businesses; provide oversight, guidance, and support to Program Partners; ensure compliance with County, State, and Federal requirements; and additional duties as needed for the successful implementation of the Program.

Program Manager:

Salt Lake County employee who directs the development and successful execution of the CO-OP ecosystem, manages partnerships and contracts, and organizes Community of Practice.

Program Coordinator:

Salt Lake County employee(s) who coordinates the day-to-day activities of the CO-OP ecosystem, manages Partner invoicing, provides technical support to Partners, and maintains the data reporting system.

BUSINESS SERVICE PARTNER RESPONSIBILITIES

Business Service Partners leverage their established expertise in business services to effectively address the needs of Opportunity Businesses and support them through access to valuable services that are centered on increasing sustainability, capacity, and readiness for growth and development. They ensure quality delivery of services to businesses enrolled in the Program and align delivery with the unique needs and challenges faced by Opportunity Businesses

SERVICES

Responsibilities of Service Partners include but is not limited to:

- Completing check ins as needed with County CO-OP Program Manager and Coordinator
- Creating and updating orientation packet for businesses interested in services provided
- Creating marketing assets so Navigators can better convey the value of services provided
- Talking with Opportunity Businesses about their challenges and resource needs
- Scheduling appointments with Opportunity Businesses
- Documenting required data and interactions with businesses into County provided databases
- Directly connecting Opportunity Businesses to appropriate services that address their challenges
- Attending initial consultations with Opportunity Businesses
- Scheduling and attending additional meetings and appointments with Opportunity Businesses
- Tracking Opportunity Businesses' progress with connected services
- Following up with Opportunity Businesses to facilitate, assist, and guide them through completion of services
- Completing delivery of services to ensure the needs of Opportunity Businesses were met

COMMUNITY of PRACTICE

A Community of Practice is a group of peers organized around a common concern, with a collective focus on problem solving and innovation. These groups gather to drive strategy and generate new solutions to shared problems. The purpose of the CO-OP Community of Practice is to advance solutions and strengthen the ecosystem that will increase access to economic opportunity for Opportunity Businesses.

Between October 2024 and December 2025, CO-OP will hold four to six Community of Practice workshops with Business Services Partners and Outreach Partners. The programming is designed to strategically increase opportunities for collaborative partnerships that support Opportunity Businesses. The workshops will provide Partners with targeted introductions and relationship building opportunities, educational opportunities and more with the County's public and private partners such as banks, government agencies, CBOs etc. These meetings are not required, but attendance is strongly encouraged as the goal is to create community among partners.

PARTNERSHIP REQUIREMENTS

Selected Business Service Partners will provide services including, but not limited to, the following:

- Working with the County to produce materials that provide information about your organization, and County-approved services that will prepare Program Business Outreach Partners to best collaborate and serve Opportunity Businesses.
- Submitting required data and reports to the County via an online tracking system.
- Submitting monthly invoices in a timely manner
- Attending onboarding and orientation in August
- Attending quarterly Community of Practice Meetings

GETTING PAID

Business Services Partners will be reimbursed for their services provided:

- Business Services Partners will propose their price for services per Opportunity Business. The County may negotiate the price proposal. Once agreed upon, the final reimbursement amount will be specified on the contract if approved and funded.
- Invoicing for services is due by the 15th of each month. The reimbursement will be paid monthly per Opportunity Business **once the services have been completed**.
- Business Service Partners may only be reimbursed for services provided to Opportunity Businesses referred directly to them by Business Outreach Partners or the County. Navigators must input all required data and schedule required orientations and consultations **before** Opportunity Businesses are permitted to access the Service Partner's programs and services.
- **Please note that the County will NOT reimburse Business Service Partners for services to businesses not referred to through the CO-OP Program's Navigators following the outlined processes.**
- Only services on the County-approved services list are eligible for reimbursement.

The County will not pay admin fees or additional indirect costs to Business Service Partners. Please consider those costs when determining your proposed price per service.

REIMBURSEMENT

Business Services Partners will be offered a contract at the beginning of the Program with a **Not to Exceed Amount** based on the anticipated number of services they will provide, and any indirect or administrative costs if approved or funded. Some services or programs may require compensation above the amount of price per service proposed. Additional information and examples are included in the application.

The Program period of performance for this funding cycle is from August 2024 to December 2025. Funding is estimated not to exceed \$150,000, combined, for Business Services awards. The County anticipates making approximately 10 contracts as part of CO-OP.

Monthly invoices will be due by the 15th of each month. Invoice amounts may only be based on information reported in conjunction with Business Outreach Partners on the County provided data tracking system, including:

| Item | Rate | Reimbursement method | Counted against contract amount? |
|---------|-------------------|---|----------------------------------|
| Service | Negotiated Amount | Paid monthly based upon number of completions | Yes |

PAYMENT DETAILS

- a. **Total Contracted Amount Disbursed Monthly:** Based on the accepted services, negotiated rates, and anticipated businesses to be served, the County will offer a contract through December 31, 2025. Following the process described above, the County will disburse payments monthly.
- b. **Prepaid Amounts Distributed Upfront Monthly:** Prepayments may be requested and are considered at the discretion of the County.
- c. **Administrative, Indirect, or Fixed Costs:** The County will not pay admin fees or additional indirect costs to Business Service Partners. Please consider those costs when determining your proposed price per service.
- d. **Invoicing:** The partner organization will provide invoices by the 15th of each month. Invoices will only be paid upon receipt and the County's validation of the amount due from Navigator reporting through the required data system. For invoices to be paid, the business intake data must detail the eligibility of Opportunity Business referred for services under this Program.
- e. **Reporting:** Before payment of invoices, reporting via the County provided data tracking system will need to be submitted by Partners and approved by the County.
- f. **Termination:** Partners must follow the reporting requirements outlined by the County. The County reserves the right to terminate the contract with a Partner, in whole or in part, at any time during the term, or any additional terms, whenever the County determines, in its sole discretion, that it is in the County's interest to do so.
- g. **The County has the right to correct an incorrect invoice before paying and/or adjusting subsequent payments to correct invoicing/payment errors.**

APPLICATION PROCESS

HOW TO APPLY

Download and complete the [application](#) and upload to the [submission form](#) no later than **July 19, 2024, at 5 pm MST**. This application will not reopen. No late applications will be considered.

Please reach out to Cleopatra Balfour (cbalfour@slco.org) with questions before July 17, 2024, at 12 pm MST.

Reasonable accommodation for qualified individuals may be provided within 5 working days' notice of receiving a request. Please contact Contracts and Procurement at 801.468.3000. TTY users must call 711.

SELECTION COMMITTEE

The County will convene a selection committee. The committee will:

- Score applications for Business Services Partners.
- Select Business Services Partners to take part in the CO-OP Ecosystem.
- Recommend the "not-to-exceed" contract amounts for selected Business Services Partners.

The Selection Committee will evaluate, score, and rank the applications received. Each member of the committee will be provided with a score sheet to review the applications utilizing the point system listed below. Committee Members individually score the applications and rank them 1st, 2nd, 3rd, etc. according to their total score. The following point system is utilized:

- Excellent (5):** If the applicant's offer exceeds expectations, with an excellent probability of success in achieving all requirements of the RFA, and is very detailed in providing innovative ideas, new concepts, or optional features applicable to the project; a score of "5" is given.
- Good (4):** If the applicant offers a very good probability of success, achieves all requirements of the RFA in a reasonable fashion, and provides some innovative ideas, new concepts, or optional features applicable to the project; a score of "4" is given.

Acceptable (3): If the applicant offers a reasonable probability of success, but some of the requirements may not be met and does not include innovative ideas, new concepts, or optional features applicable to the project; a score of “3” is given.

Poor (1-2): If the applicant falls short of expectations and has a low probability of success; a score of “1-2” is given.

Unacceptable: If the application completely fails the requirements; a score of “0” is given.

APPLICATION SUBMISSION CRITERIA AND EVALUATION WEIGHT

All applications submitted will be evaluated using the following criteria based upon responses in the online form:

- 25% Past Services, Relevant Experience,** Does the applicant have a demonstrated strong connection to their community? Have they worked with Opportunity Businesses on similar issues in the past?
 - 10% Past Services**
 - 15% Relevant Experience**
- 20% Organizational Mission:** Does the organization's mission and regular activities center the development and support of Opportunity businesses
- 25% Project Team:** Is the team qualified and committed to becoming part of this small business ecosystem? Will they be the best possible team members?
 - 10% Organization Leadership**
 - 15% Service Coordinators** (*those interacting with and delivering the services to the opportunity businesses*)
- 30% Program Plan:** Does the application Program Plan demonstrate a strong knowledge of the issues that Opportunity Businesses are facing? Is there a clear plan for addressing those issues with the delivery of services? How well do the proposed business services address the issues mentioned?
- 1 Additional Bonus Point:** Physical presence in Salt Lake County.

MINIMUM QUALIFICATIONS AND REQUIREMENTS

- a. Partners must have operated for at least three (3) years and be qualified to provide or facilitate the business assistance described in this RFA. *If a Partner has not operated for at least three (3) years, it must provide justification to support its ability to execute its proposed program for the duration of the contract period.*
- b. Business Service Organizations must be authorized to transact business in Utah and in compliance with all state requirements.
- c. Partners must use the application to provide:
 - i. Organizational information
 - a. Legal business name as it appears in the Utah Department of Commerce Records. Please follow the link: [Utah Business Search](#). Organization must be in good standing with the Utah Department of Commerce.
 - b. Employee Identification Number (EIN)
 - ii. Description of non-County funded services and qualifications:
 - a. Description of any similar services they have provided small businesses.
 - b. The number of businesses that they assist annually outside of County funded programs.
 - c. List the languages services are offered in.
 - d. Areas of Salt Lake County currently served.
 - iii. Award Request:
 - a. Identify the services that your organization is proposing to provide.
 - b. Detailed description of services.
 - c. Cost of services.

- d. Benefit of services to Opportunity Business.
 - e. How delivery of services will be adjusted to address the gaps faced by opportunity businesses.
 - f. Marketing materials that Navigators can use to describe services.
 - g. Orientation materials that you will use to present to Opportunity Businesses interested in services.
- iv. Acceptance of Partnership terms including granting the County the right to follow up with businesses served through the Program to evaluate program services, to inform about new program initiatives, and as otherwise needed.

NOTICE TO APPLICANTS

A. Scoring Applications

The application will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the application evaluation using a point system. Committee Members will individually score the applications and rank them 1st, 2nd, 3rd, etc. according to their total score.

B. Costs

All costs associated with the preparation of the application, and other related materials, will be borne by the applicant. All applications become the property of the County. The County reserves the right to stop the selection process at any time if it is in the best interest of the County. The County also reserves the right to reject any or all applications submitted.

C. Written Agreement Required

The selected Partners must agree to all requirements in the RFA scope of work unless an exemption is stated in the application. The selected Partners must also be willing to enter into a written agreement with the County. Selected Partners must be willing to agree to and abide by all the terms set forth in the Standard Form Agreement, attached to this RFA, which will be substantially similar if not identical to the written agreement required of Selected Partners. **IF YOU WISH TO ALTER THE RFA INCLUDING EXHIBITS, ATTACHMENTS, ADDENDA, AND/OR ANY OF THE TERMS OF THE STANDARD AGREEMENT, THE EXCEPTION MUST BE SPECIFICALLY IDENTIFIED IN YOUR APPLICATION WITH REASONABLE ALTERNATIVES PRESENTED. APPLICANT UNDERSTANDS THAT DEVIATIONS FROM THE STANDARD FORM AGREEMENTS ARE MADE AT THE COUNTY'S DISCRETION.** Applicants are advised that the County is not bound by the terms of the RFA until a written agreement is fully executed and any activity taken by applicants prior to a written agreement being fully executed is done at the applicant's sole risk.

D. Government Records Access and Management Act (GRAMA):

The County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. All documents submitted in response to this RFA will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by the County.

E. Copyrighted Material Waiver:

If the application contains copyrighted or trademarked materials, by submitting its application the applicant grants the County the right to use, reproduce, and publish the copyrighted or trademarked materials in any manner the County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.

F. Restrictions On Communications

From the issue date of this solicitation until Partners are selected and the selection is announced, applicants are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Procurement Officer overseeing this procurement. Failure to comply with this requirement may result in disqualification.

G. RFA Cancellation

This RFA may be canceled at any time prior to the execution of a written agreement if deemed in the best interests

of the County. This includes cancellation of the RFA after an award has been made, but prior to the execution of a written contract. Partners are not entitled to recover any costs related to the preparation of the application due to cancellation of the RFA or withdrawal of an award prior to the execution of a written agreement.

H. Application Appeals

Pursuant to Salt Lake County Code of Ordinances § 3.25.080, Persons who are aggrieved over a request for applications award may appeal to the program administrator. All appeals shall be submitted in writing within seven calendar days after notification of the award is posted on the county's website or delivered to the applicants. An appeal may be amended and/or supplemented during the seven calendar days after notification of the award is posted but shall not amend and/or supplement its appeal after the expiration of that time period. An aggrieved applicant may file only one appeal after the closing date for applications. Appeal letters must specifically and completely state the facts that the protestor believes constitute an error in the RFA document or the award.

I. Free and Competitive Selection

Any agreement or collusion among prospective applicants to limit competition will render the application void, and such conduct is unlawful and subject to criminal sanction. By applying, the applicant hereby certifies that no one in its organization has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.

J. Environmentally Responsible Procurement Practices

The County has implemented **environmentally responsible procurement practices**.

K. Debrief Meetings

Debrief meetings with the selection committee members will not be allowed, however, an applicant may discuss the RFA process with the Procurement Officer at any time.

RFP EXAMPLE AGREEMENT

An Agreement between Salt Lake County and _____ for _____

This Agreement is between Salt Lake County, a body corporate and politic of the State of Utah (“County”), on behalf of its _____, and _____, a _____ [business entity type and state of origin], with its principal place of business at _____ (“Contractor”). County and Contractor may be referred to as “the Parties.”

THEREFORE, the Parties agree as follows:

- A. County issued a Request for Proposals for _____ (“RFP”).
- B. Contractor submitted a proposal in response to County’s RFP (“Proposal”).
- C. The Mayor or designee approved the recommendation of the RFP selection committee to enter into an agreement with Contractor.

1. **SCOPE OF SERVICES** [To be based on the RFP and Contractor’s Proposal]

- 1.1. Contractor agrees to furnish to County _____ as requested in County’s RFP, attached and incorporated into this Agreement as Addendum 1.
- 1.2. The Agreement and the attachments, exhibits, and addenda are complementary, and what is called for by any one of them shall be as binding as if called for by all. Although certain provisions of Addendum 1 are not expressly set forth in this Agreement, those provisions shall have the same force and effect as though fully set forth unless said provisions conflict, either directly or indirectly, with other provisions stated in this Agreement or in any other Addendum. In the event of inconsistency between any provision of the Addenda with the provisions in any other Addendum or in this Agreement, the provisions that control shall be determined in accordance with the order of precedence set forth in this Agreement.

2. **CONSIDERATION/PAYMENT** [To be based on the RFP and Contractor’s Proposal]

- 2.1. County shall pay Contractor an amount not to exceed \$_____ for the performance of obligations provided by Contractor under this Agreement.
- 2.2. If payments for the consideration are to be made in installments, no installment payment shall become due until thirty (30) days following receipt by County of Contractor’s accurate invoice for said installment payment which invoice shall set forth in detail the services provided and for which County is being billed.
- 2.3. Said invoice will detail the billing rates, whether hourly, daily or other, the work performed, by whom and on what dates.
- 2.4. If payment is required in a lump sum payment, no payment shall be made by County until all obligations are performed by Contractor under this Agreement.

- 2.5. In the event of a lump sum payment, County will pay the lump sum within thirty (30) days after performance of obligations are completed by Contractor and receipt and approval of an accurate and complete invoice from Contractor for said services.
- 2.6. County has the right to request additional information or require Contractor to correct an inaccurate invoice before paying.
- 2.7. The price(s) proposed by Contractor must be guaranteed as fixed for a period of two calendar years after the Effective Date. A request for a price increase must include sufficient documentation supporting the request. Price increases may not exceed ___% of the current contract pricing. Any price escalation may be approved or denied, in whole or in part, by County in County's sole discretion. County and Contractor may negotiate any proposed price increase, but the negotiated rate may not exceed ___% of the current contract pricing. Denial of a price increase, in whole or in part, will not grant Contractor the right to terminate this Agreement. If the price increase is accepted, the increase must be added to this Agreement by written amendment signed by both Parties before the increase is effective. Such an amendment will not be applied to any services or goods provided under the Agreement prior to the effective date of the amendment. Any price increase added by amendment must be guaranteed for a period of two years following the effective date of the amendment.

3. EFFECTIVE DATE/TERM [**To be based on the RFP and Contractor's Proposal**]

- 3.1. This Agreement is effective upon the signature of the last Party to sign (as indicated by the date accompanying the authorized representative's signature) (the "Effective Date").
- 3.2. This Agreement will terminate [____ months following the Effective Date] [on _____] ("Term"), unless terminated sooner as provided in this Agreement or unless extended under Section 3.3.
- 3.3. This Agreement may be renewed for _____ additional _____ periods under the same terms and conditions and will not extend beyond _____. Extensions must be in writing and executed by both parties prior to the end of each Term.

4. INDEPENDENT CONTRACTOR AND TAXES

Contractor is an independent contractor. Contractor shall discharge all of the obligations of an independent contractor under federal, state, and local law, including but not limited to, those obligations relating to employee supervision, benefits, and wages; taxes; unemployment compensation and insurance; social security; workers' compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions and other sums required of an independent contractor. This Agreement does not create a partnership, joint venture, or employer/employee relationship.

5. NO THIRD-PARTY BENEFICIARIES

The Parties agree that Contractor's obligations under this Agreement are solely to County. This Agreement shall not confer any rights to third parties.

6. AGENCY

No agent, employee, or servant of Contractor or County is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its

employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Contractor and County shall be entirely responsible for their acts and for the acts of their agents, employees, and servants during the performance of this Agreement.

7. COUNTY REPRESENTATIVE

County will appoint a County Representative to assist in its administration of this Agreement and to coordinate performance of the services to be provided by Contractor under this Agreement. The County Representative does not have authority to amend or alter this Agreement.

8. CONTRACTOR REPRESENTATIVE

Contractor shall designate an employee and make known to County the name and title of this employee within its organization who is authorized to act as Contractor's representative in its performance of this Agreement. Contractor Representative shall have the responsibility of working with County to coordinate the performance of its obligations under this Agreement.

9. STANDARD OF PERFORMANCE/PROFESSIONALISM

Contractor agrees to perform its services under this Agreement with the highest level of professionalism observed by professionals in its industry.

10. INDEMNIFICATION

To the fullest extent allowable by law, Contractor agrees to indemnify County, its officers, agents, and employees against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third parties, including Contractor, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Contractor's breach of this Agreement or any acts or omissions of or by Contractor, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Contractor agrees that its duty to indemnify County under this agreement includes all litigation and court costs, expert witness fees, and any sums expended by or assessed against County for the defense of any claim or to satisfy any settlement, arbitration award or verdict paid or incurred by or on behalf of County.

11. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Nothing in this Agreement or any act or forbearance in the course of performance shall be construed as a waiver of the Act.

12. INSURANCE

12.1. Contractor shall, at its sole cost and expense, secure and maintain during the Term of this Agreement, the following minimum insurance coverages:

12.2. General Requirements

- 12.2.1. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least 3 (three) years following the end of the Term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County.
- 12.2.2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:
- (i) Currently rated A- or better by A.M. Best Company; or
 - (ii) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*.
- 12.2.3. Contractor shall furnish certificates of insurance, acceptable to County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
- 12.2.4. In the event any work is subcontracted, Contractor shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Contractor hereunder.
- 12.2.5. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 (thirty) days prior written notice to County.
- 12.2.6. In the event Contractor fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Contractor for the costs of said insurance.
- 12.3. Specific Requirements. Contractor agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:
- 12.3.1. Workers’ compensation and employer’s liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Contractor shall require its subcontractor(s) similarly to provide workers’ compensation insurance for all of the latter’s employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
- 12.3.2. Commercial general liability insurance on an occurrence form with County as an additional insured, in the minimum amount of \$_____ per occurrence with a \$_____ general policy aggregate. The policy shall protect County and Contractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Contractor’s acts or omissions under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

12.3.3. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with County as an additional insured, in the minimum amount of \$_____ per occurrence.

13. CONFLICTS OF INTEREST

13.1. Contractor, by signing this Agreement, represents that no County employee has or shall be given any pecuniary interest, direct or indirect, related to this Agreement and that none of Contractor’s owners, directors, officers, or employees serve on any Salt Lake County boards or committees or are County employees or relatives of a County employee. “County employee” includes any elected or appointed official of the County. A "relative" means parent, spouse, child, sibling, uncle, aunt, nephew, niece, first cousin, parent-in-law, child-in-law, sibling-in-law, or household member.

13.2. If any such potential conflict of interest exists, Contractor shall immediately disclose to County the name of any individuals with a potential conflict of interest so County may review the potential conflict. This duty to disclose any potential conflicts shall continue throughout the Term of this Agreement and Contractor shall advise County immediately if any potential conflict of interest is discovered or arises. Contractor shall immediately remove the employee with the conflict from providing further services under the Agreement.

13.3. Any violation of this section may be deemed a material breach of the Agreement.

14. ETHICAL STANDARDS

Contractor represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code § 17-16a-4 or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinance.

15. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A. Contractor acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation, or other entity that is engaged in any contract with County on the date of the contribution or has contracted with County at any time during a one-year period prior to the date of the contribution is prohibited from making campaign contributions in excess of \$100 to County candidates during the Term of the Agreement and during a single election cycle as defined in the ordinance.

16. PUBLIC FUNDS AND PUBLIC MONIES

16.1. Definitions: “Public Funds” and “Public Monies” mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered

by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. These terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of public funds while in Contractor's possession.

16.2. **Contractor's Obligation:** Contractor, as recipient of public funds and public monies pursuant to this and other contracts related hereto, understands that it, its officers, members, managers, agents, representatives, and employees are obligated to receive, keep safe, transfer, disburse, and use these public funds and public monies as authorized by law and this Agreement for the provision of services to Salt Lake County. Contractor understands that it, its officers, members, managers, agents, representatives, and employees may be criminally liable under Utah Code § 76-8-402, for misuse of public funds or monies. Contractor understands that County may monitor the expenditure of public funds by Contractor. Contractor understands that County may withhold funds or require repayments of funds from contractor for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

17. EARLY TERMINATION

17.1. Termination for Breach. County may terminate this Agreement for breach by Contractor, effective upon written notice to Contractor stating County's intention to terminate this Agreement.

17.2. Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any Term of this Agreement when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following unforeseen force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics (excepting COVID) or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within fifteen (15) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period in excess of thirty (30) consecutive days following written notice given by it under this section, either Party may thereafter terminate this Agreement upon fifteen (15) days' written notice to the other party. Termination of the Agreement under this Force Majeure provision will be treated as a Termination for Convenience, consistent with Section 17.4, below.

17.3. Non-Funding Clause. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, County's obligation for performance of this Agreement

19. NON-DISCRIMINATION

Contractor and any agent of Contractor agree that they shall comply with all federal, state and county laws, rules, and regulations governing discrimination and they shall not discriminate in the engagement or employment of any person under this Agreement.

20. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (“URS”)

County is a URS “participating employer.” Entering into an agreement with County may affect a URS retiree’s retirement benefits including, but not limited to, cancellation of the retiree’s “retirement allowance” due to “reemployment” with a “participating employer” pursuant to Utah Code §§ 49-11-101 through 1401. In addition, Contractor is required to immediately notify County if a retiree of URS is the contractor; or an owner, operator, or principal of the contractor. Contractor shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

21. EMPLOYEE STATUS VERIFICATION SYSTEM

If this Agreement was the result of a Request for Proposals or sole source by County, Contractor shall register and participate in the Status Verification System before entering into a contract with County as required by, and agrees to comply with, Utah Code § 63G-12-302. Contractor’s failure to so comply may result in the immediate termination of this Agreement.

22. CONFIDENTIALITY

Contractor shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Contractor’s firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of this Agreement shall also be held confidential by Contractor. County shall have the sole obligation or privilege of releasing such information as required by law.

23. OWNERSHIP OF WORK PRODUCT

All work performed by Contractor under this Agreement shall become the sole property of County. Ownership of the work shall apply regardless of the form of the work product including, but not limited to, writings, drawings, reports, any form of video or audio, etc. Upon final payment by County to Contractor, Contractor shall deliver to County all work product applicable to the services provided under this Agreement including, but not limited to, work product in draft form.

24. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials, and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

Generally, any document submitted to County is considered a “public record” under GRAMA. Any person who provides to County a record that the person believes should be protected under U.C.A §§ 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

25. ASSIGNMENT

Contractor shall not assign or transfer its obligations nor its rights to compensation under this Agreement, without the prior written approval of County which may be withheld at County’s sole discretion. County reserves the right to assert any claim or defense it may have against Contractor and against any assignee or successor-in-interest of Contractor.

26. SUBCONTRACTING

Contractor agrees that it shall not subcontract its duties or obligations under this Agreement without prior express written consent of County which may be withheld at County’s sole discretion.

27. TIME

The Parties agree that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a breach of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

28. ENTIRE AGREEMENT

County and Contractor agree that this Agreement constitutes the entire integrated understanding between County and Contractor, and that there are no other terms, conditions, representations, or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement. This Agreement may not be enlarged, modified, or altered, except in writing, signed by the Parties. Only the Salt Lake County Mayor or designee by executive order (available on the County's website) can execute an amendment to this Agreement. The failure of County to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment.

29. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance, without regard to Utah’s choice of law provisions. All actions, including but not limited to court proceedings, administrative proceedings, and mediation proceedings, shall be commenced, maintained, adjudicated, and resolved within the jurisdiction of the State of Utah, within Salt Lake City, in the Third Judicial District Court for Salt Lake County.

30. COUNTERPARTS

This Agreement may be executed in several counterparts.

31. INTERPRETATION

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement;
- B. Salt Lake County’s Request for Proposals (Addendum 1); and
- C. Contractor’s Proposal in response to County’s Request for Proposals (Addendum 2).

32. SEVERABILITY

If any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

33. GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA

If any GIS data is created or maintained under this Agreement, Contractor agrees to comply with Countywide Policy 1013 – Standards for Geographic Information System.

34. PAYMENT CARD DATA

If, under this Agreement, Contractor processes payment card transactions on behalf of County, Contractor agrees to comply with the Payment Card Industry's Data Security Standard and Countywide Policy 1400-7 - Payment Card Industry Data Security Standard .

35. ATTORNEY REPRESENTATION

Contractor represents, acknowledges, and expressly agrees that Contractor has either (i) consulted with an attorney regarding the terms of this Agreement and whether to enter into it and (ii) made an informed conscious decision to proceed without an attorney. Contractor affirmatively represents to County that Contractor understands all terms of the Agreement and that Contractor signs the Agreement as Contractor’s own free act.

IN WITNESS WHEREOF, the Parties execute this Agreement.

Salt Lake County

Signature:

Mayor or Designee

Date: _____

Division Review

Signature:

Department Review (if the total contract price exceeds \$100,000.00)

Signature:

Reviewed as to form and legality for Salt Lake County

Signature:

Contractor

Signature:

Title:

Date:

The individual signing above hereby represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of Contractor by authority of law and that this Agreement is binding upon Contractor. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code § 76-8-504.