

**AGREEMENT**

**between**

**SALT LAKE COUNTY**

**On behalf of its Salt Lake County Health Department**

**and**

**[CONTRACTOR]**

This Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between Salt Lake County (“County”), a body corporate and politic of the State of Utah on behalf of its Salt Lake County Health Department (“SLCoHD”); and [Contractor] (“Contractor”), a [organization designation] organization of the state of Utah with its principal place of business address at [address]. County and Contractor may be referred to as the “Parties”.

**RECITALS**

WHEREAS, this Agreement is entered without a competitive procurement pursuant to Salt Lake County Code of Ordinances § 3.20.030(A)(4); and

WHEREAS, County desires to enter into this Agreement with Contractor for the purpose of supporting Contractor in the development of geographic city-based coalitions within Salt Lake County.

NOW THEREFORE, the Parties hereto agree as follows:

**AGREEMENT**

1. SCOPE OF SERVICES

Funding will be used to support Contractor in their efforts to develop a geographic city-based coalition. The ultimate goal of the partnership created through this Agreement is to support Contractor as they work towards having a sustainable budget to support an evidence-based coalition framework. Coalitions contracted with SLCoHD are ineligible for funding under this Agreement; therefore, should Contractor enter into another SLCoHD-funded agreement, this Agreement shall be terminated.

**Contractor will be responsible for the following tasks:**

1. Actively participate in a minimum of six coalition leadership meetings held by SLCoHD.

2. Create and share a plan with the SLCoHD Healthy Communities team on the coalitions mission, vision, and goals/strategies by June 30, 2024.
3. Invite SLCoHD Healthy Community staff to coalition meetings.
4. Reporting coalition progress, outcomes, and anticipated sustainability plans to SLCoHD to Quickbase monthly as outlined in Section 4 – Reporting Requirements of this Agreement.
5. Contractor will display County logo alongside County funding and will seek written approval from SLCoHD (email accepted) for all logoed items.

**County will be responsible for the following:**

1. Providing Contractor with funding in exchange for services as outlined in this Agreement.
2. Providing Contractor with guidance and advice on how to develop evidence-based coalition frameworks.
3. Providing Contractor with Quickbase education and support as requested.

2. CONSIDERATION

In consideration for services rendered under this Agreement, County shall award Contractor up to **\$1,000.00**. Allowable uses of funding are:

- a) Any incentive that promotes the coalition’s name or purpose;
- b) Any incentive that directly supports an agreed upon priority by the coalition members;
- c) Any training that directly supports an agreed upon priority by the coalition members; and
- d) Any food items that support a coalition meeting or sponsored event.
- e) Additional spending must be preapproved by SLCoHD in writing (email accepted).

Contractor shall be reimbursed by the County upon receipt of an invoice, receipt, and continued adherence to all reporting requirements as detailed in Section 4 – Reporting Requirements. Invoices should be submitted after each purchase. Invoices more than thirty (30) days past the date of purchase may be denied by SLCoHD. Final invoice, receipts, and monthly reporting requirements must be

submitted no later than November 10, 2024.

The County, in the County's sole discretion and based on funding availability, may transfer additional funds to Contractor by formal amendment to this Agreement. Total funding for this Agreement and any future amendments/terms may not exceed \$10,000.00.

3. EFFECTIVE DATE/TERM

This Agreement shall be effective January 1, 2024, and shall terminate December 31, 2024. The contract may be renewed by written amendment for additional one-year terms as allowed by funding.

4. REPORTING REQUIREMENTS

4.1 Contractor will submit monthly reports in Quickbase. Monthly reports will be due by the 10<sup>th</sup> of each month and will outline 1) how funds were used; 2) how that use benefited the coalition/community; and 3) how the funding helped coalition efforts move forward with meeting their goals and strategies. Reports will capture challenges, activities, successes, improvements, and sustainability efforts for the following year.

Final monthly report will be due no later than November 10<sup>th</sup> of each year.

4.2 Contractor will submit a year-end report by December 31 of each year that provides a brief narrative of challenges, successes, and improvements for the following year.

5. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and Contractor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to 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. Nothing contained in this Agreement shall be construed to create the relationship between County and Contractor of employer and employee, partners, or joint ventures.

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

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 each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Contractor is an independent contractor.

7. COUNTY REPRESENTATIVE

County hereby appoints Emily Colvin, Division Contracts Administrator as County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Contractor under this Agreement.

8. CONTRACTOR REPRESENTATIVE

Contractor shall designate an employee and make known to the 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 the County to coordinate the performance of its obligations under this Agreement.

9. STANDARD PERFORMANCE/PROFESSIONALISM

Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Contractor further agrees that it will not accept any fee or financial remuneration from any entity or person other than the County for its performance under this Agreement.

10. INDEMNIFICATION

Contractor agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, 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, negligent acts or omissions by Contractor, its agents, representatives, officers, employees, or

subcontractors in the performance of this Agreement.

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 Ann. §§ 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 in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

12. NON-FUNDING CLAUSE

County intends to request the appropriation of funds to be paid for the services provided by Contractor under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Contractor of said non-funding and the termination of this Agreement, and in no event, later than thirty (30) days prior to the expiration of the fiscal year for which funds were appropriated.

13. INSURANCE

13.1 County represents that it is self-insured pursuant to the provisions of Utah Code Ann.

§ 63G-7-801.

13.2 Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES

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

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

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), as amended

C. Contractor shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

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

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

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

G. 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.

REQUIRED INSURANCE POLICIES

The Contractor, at its own cost, shall secure and maintain during the term of this Agreement,

including all renewal terms, the following minimum insurance coverage:

A. Workers' compensation with limits as required by the State of Utah, and employers' liability coverage in the amount of \$1,000,000 per loss. Proof of workers' compensation coverage is required unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance, on an occurrence form, with the County as an additional insured, in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate. The policy shall protect the County, the Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor's operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the County whether such coverage be primary, contributing or excess.

—&—

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,000,000.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

C. The Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, the County shall not require the Contractor to provide commercial automobile liability insurance.

14. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Contractor or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations, or authorizes funding or payments to Contractor.

15. 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 state statute 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 ordinances.

16. 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 enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Contractor further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

17. PUBLIC FUNDS AND PUBLIC MONIES

17.1 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. The 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.

17.2 Contractor’s Obligation: Contractor, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” authorized by law and this Agreement for the provision of services to Salt Lake County. Contractor understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of public funds or monies. Contractor expressly understands that County may monitor the expenditure of public funds by Contractor. Contractor expressly understands that County may withhold funds or require repayment 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.

18. AFFIDAVITS

Upon the execution of this Agreement and if requested by the County, Contractor shall submit a sworn affidavit from each officer, employee, or agent of Contractor who has been in contact or communicated with any officer, agent or employee of County during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding by entering into any Agreement, participated in any collusion, or otherwise taken any action unauthorized by the governing body of the County, or in violation of applicable law.

19. TERMINATION

19.1 Termination for Default. County may terminate this Agreement for an “Event of Default” as defined, upon written notice from County to Contractor.

19.2 Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to County.

19.3 Event of Default. As used in this Agreement, the term “Event of Default” means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained

in this Agreement proves to be untrue or incorrect in any material respect when made.

19.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of sixty (60) days, Contractor or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

19.5 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

19.6 Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion, that it is in County's interest to do so. If County elects to exercise this right, County shall provide written notice to Contractor at least thirty (30) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

20. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules, and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable law shall constitute an event of default under this Agreement and Contractor shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

21. 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 professional person or any other person qualified to perform the services required under this Agreement.

22. LABOR REGULATIONS AND REQUIREMENTS

Contractor agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state, and local labor laws. Contractor shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Contractor, its agents or employees.

23. 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.

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 Ann. §§ 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 the County a record that the person believes should be protected under subsection 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 duties of performance nor its rights to compensation under this Agreement, without the prior written approval of County. 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 to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express written consent of County.

27. NOTICES

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Julia Glade, Healthy Communities Coordinator  
[SGlade@slco.org](mailto:SGlade@slco.org)  
385-468-5347

Raul Garcia, Healthy Communities Health Educator  
[RGarcia@slco.org](mailto:RGarcia@slco.org)  
385-468-5344

Salt Lake County Health Department  
South Redwood Public Health Center  
7971 South 1825 West  
West Jordan, Utah 84088

With a copy to:  
Emily Colvin, Division Contracts Administrator  
[EColvin@slco.org](mailto:EColvin@slco.org)  
385-468-4123

CONTRACTOR: [name, title]  
[email]  
[phone]  
[address]  
[address]

28. ANTI-WAIVER PROVISION

This Agreement may not be enlarged, modified, or altered, except by written amendment, signed

by the Parties. Contractor understands that 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 either Party 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. ENTIRE AGREEMENT

County and Contractor acknowledge and 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 except as set forth in this Agreement. This Agreement may not be enlarged, modified, or altered, except in writing, signed by the Parties.

30. GOVERNING LAW

It is understood and agreed by the Parties hereto that 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. All actions, including but not limited to court proceedings, administrative proceedings, arbitration, and mediation proceedings, shall be commenced, maintained, adjudicated, and resolved within the jurisdiction of the State of Utah.

31. COUNTERPARTS

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the Parties execute this Agreement, and Contractor certifies that any representations are true and correct and that it will abide by the terms of the Agreement.

SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor or Designee

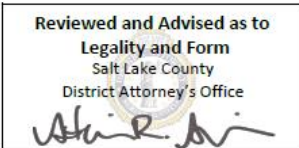
Date: \_\_\_\_\_

HEALTH DEPARTMENT

By:  \_\_\_\_\_  
Angela C. Dunn, MD MPH  
Executive Director

Date: \_\_\_\_\_

Division Director Initials: JS



**[CONTRACTOR]:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_