

Contract for Consulting Services

This Contract for Services is made effective as of July __, 2026, by and between Greater Salt Lake Municipal Services District, a political subdivision of the state of Utah ("Client") of 860 Levoy Dr Suite 300, Taylorsville, UT 84123, and ReEngine Consulting, LLC. ("ReEngine") of 906 House Creek Dr., Leander, TX 78641.

1. **DESCRIPTION OF SERVICES.** Beginning upon the issuance of a written Notice to Proceed by Client to ReEngine, ReEngine will provide to Client the services described in Section 4, Scope of Work, of the Request for Statements of Qualifications: Process Mapping and Improvement, issued by Client on or about March 18, 2026, which is incorporated herein by reference, except as may be modified by attached Exhibit A (collectively, referred to as "Services").
2. **PAYMENT.** Payment shall be made to ReEngine Consulting, LLC., Leander, Texas 78641. Client agrees to pay ReEngine as follows:
 - **Fees and Deliverables:** Client shall pay ReEngine for Services rendered under this Contract on an hourly basis by role, alongside estimated hour allocations, as explicitly detailed in **Exhibit B: Fee Schedule and Rate Sheet**, which is attached hereto and incorporated by reference.
 - **Hourly Rates:** ReEngine's hourly rate for this engagement are as listed below. These rates will also be applicable for any future work added via amendment to this contract by mutual agreement of both parties.
 - Partner: \$260/hr
 - Sr. Consultant: \$165/hr
 - **Not-to-Exceed (NTE) Cap:** Total compensation under this Contract shall not exceed the total project cap specified in Exhibit B without prior written authorization and a formal amendment executed by both parties. ReEngine is under no obligation to perform services that would exceed the NTE Amount, and Client is not obligated to pay for services exceeding this amount unless an increase is approved in writing.
 - **Travel and Reimbursable Expenses:** Client shall reimburse ReEngine for reasonable, pre-approved travel expenses directly incurred in the performance of the Services.
 - **GSA Standard Cap:** Reimbursement for lodging, meals, and incidental expenses (M&IE) shall not exceed the standard per diem rates established by the U.S. General Services Administration (GSA) for the Salt Lake City, Utah region (or the specific locality where services are performed) at the time of travel. This does not include a standard ReEngine fee of \$400 per traveller per trip.
 - **Straight Passthrough:** All reimbursable expenses shall be billed to Client at actual cost (up to the GSA maximums but not to exceed the maximum Estimated Travel Reimbursement amount stated in Exhibit B) as a straight passthrough. ReEngine shall not apply any administrative markup, fee, or multiplier to any travel or out-of-pocket expenses.

- **Documentation:** ReEngine shall submit itemized receipts and standard supporting documentation alongside its monthly invoices as a condition precedent to reimbursement.
3. **Invoicing and Net 30 Payment Terms:** ReEngine shall invoice Client monthly for services performed and expenses incurred during the prior month. ReEngine's formal submission of an invoice shall constitute its agreement to and approval of the amounts stated therein. All payments shall be due Net thirty (30) days. The thirty (30) day payment period shall commence upon the earliest of:
- a. The date Client explicitly accepts and agrees to the invoice in writing;
 - b. The date Client initiates administrative processing of the invoice for payment; or
 - c. Five (5) business days following Client's receipt of the invoice, unless Client has initiated a formal dispute under the terms below.
 - **Disputed Invoices:** In the event Client disputes any portion of an invoice, Client shall notify ReEngine of the specific dispute within five (5) business days of receipt. The payment clock for the disputed portion shall be stayed and shall not begin to run until the dispute is resolved and the final invoice amount is mutually agreed upon by both parties. Client shall proceed with processing and payment of any undisputed portions of the invoice in accordance with the Net 30 timeline above.

Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Client fails to pay for Services when due, ReEngine has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

4. **TERM.** The Contract will terminate automatically upon completion by ReEngine of the Services required by this Contract and Final Payment made by Client.
5. **TERMINATION.** Either party may terminate this Contract at any time, peaceably and without cause or penalty, by providing at least thirty (30) days' prior written notice to the other party.
- a. **Obligations Upon Notice:** Following receipt of a termination notice, ReEngine shall immediately limit further expenditures and wind down its activities under this Contract in an orderly, efficient manner.
 - b. **Compensation for Work Performed:** In the event of such a termination, Client shall remain strictly liable to pay ReEngine for all authorized Services satisfactorily performed, hourly fees earned, and allowable travel expenses incurred through the effective date of termination.
 - c. **Incurred and Non-Cancelable Costs:** Client shall reimburse ReEngine for any reasonable, documented, non-cancelable third-party commitments or travel costs (such as non-refundable airline tickets or lodging bookings) that were explicitly made in furtherance of this Contract prior to the receipt of the termination notice.

- d. **Delivery of Work Product:** Upon receipt of final payment for all outstanding fees and incurred costs, ReEngine shall deliver to Client all completed work product or drafts generated up to the date of termination, subject to the usage rights outlined in Section 6 (Work Product Ownership).
- 6. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively referred to as "Work Product") developed in whole or in part by ReEngine in connection with the Services will be the exclusive property of ReEngine. Client will have the right to perpetual use of any products developed as part of these Services without further cost. Upon request, Client will execute all documents necessary to confirm or perfect the exclusive ownership of ReEngine to the Work Product.
- 7. **CONFIDENTIALITY.** ReEngine, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ReEngine, or divulge, disclose, or communicate in any manner, any information that is considered protected by Client. ReEngine will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any written waiver by Client of these confidentiality obligations which allows ReEngine to disclose Client's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, ReEngine will return to Client all records, notes, documentation and other items that were used, created, or controlled by Reengine during the term of this Contract.
- 8. **WARRANTY.** ReEngine shall provide its services and meet its obligation under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in ReEngine's community and region, and will provide a standard of care equal to , or superior to, care used by services providers similar to ReEngine for similar purposes and/or projects.
- 9. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
 - a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
- 10. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this

Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure of the other party to cure the default(s) within such a time period shall result in automatic termination of this Contract in addition to other available relief.

11. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party that is unable to carry out its obligations gives the other party prompt written notice of such Force Majeure event, then the obligations of the party invoking this provision shall be suspended to the extent and for the time necessitated by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots or wars, or strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, affiliates or anyone else for whom the party may be legally responsible.
12. **ENTIRE AGREEMENT.** The Contract, including attached Exhibits A, B and C, which are incorporated herein by reference, contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
13. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such a provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
14. **AMENDMENT.** The Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
15. **GOVERNING LAW.** The Contract shall be construed in accordance with the laws of the State of Utah and courts located in Salt Lake County, Utah shall have sole and exclusive jurisdiction and venue respecting any legal action brought hereunder.
16. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the

address set forth in the opening paragraph or to such other address as one party may have furnished to the other party in writing.

17. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
18. **ATTORNEY'S FEE TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, both in the trial court and on appeal, in addition to any other available relief.
19. **CONSTRUCTION AND INTERPRETATION.** Any rule requiring construction or interpretation of this Contract against the drafter is waived. The Contract shall be deemed as if it were drafted mutually by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above or, if no date is stated above, on the last date stated below.

Service Recipient:
Greater Salt Lake Municipal Services District

By: _____

[Client Representative]

Date: _____

Title: _____

Approved as to Form By: _____

Mark Anderson

Date: _____

Service Provider:
ReEngine Consulting, LLC.

By: _____

Alfredo Mycue, Director of Strategy

Date: _____

Exhibit A: Scope of Services
(to modifications may, but need not, be attached)

Exhibit B: Fee Schedule and Rate Sheet

ReEngine/Greater Salt Lake MSD Pricing Proposal

Proposed Pricing

Starting Week	Activity	GQI Phase	ReEngine Location	Nbr Sessions	Hours per Session	Partners			Total Hours	Total Price
						Nbr	Hours	Price		
1	Kickoff/Scheduling Meetings	Charter It	Remote	3	1	2	6	\$1,560	6	\$1,560
1	Internal and External Stakeholder Interviews	Charter It	Remote	10	1	2	20	\$5,200	20	\$5,200
2	SIPOC/Strategic Compass	Vision It	Remote	1	3	2	6	\$1,560	6	\$1,560
2	Best Practices/Benchmarking Research	Build It	Remote	3	1	2	6	\$1,560	6	\$1,560
2	IT System Walkthrough and Assessment	Map It	Remote	2	1	2	4	\$1,040	4	\$1,040
3	Current State Mapping	Map It	Onsite	4	1.5	2	12	\$3,120	12	\$3,120
3	Gap Analysis/Issue Identification Work Sessions	Gap It	Onsite	4	1	2	8	\$2,080	8	\$2,080
3	Future State Development	Build It	Onsite	3	1.5	2	9	\$2,340	9	\$2,340
4	Implementation Plan/Strategic Path Development	Build It	Remote	4	2.5	2	20	\$5,200	20	\$5,200
5	Final Report Development	Launch It	Remote	2	4	2	16	\$4,160	16	\$4,160
7	Launch Presentation to Leadership and Team	Launch It	Remote	2	1	2	4	\$1,040	4	\$1,040
Throughout	Engagement Mgmt (biweekly meetings w/ leadership)			6	1	2	12	\$3,120	12	\$3,120
Throughout	Project-Tailored Deliverables/Activities			1	24	2	48	\$12,480	48	\$12,480
Throughout	Research/Analysis			1	20	2	40	\$10,400	40	\$10,400
Total for Services					63.5		211	\$54,860	211	\$54,860
Estimated Travel Reimbursement										\$3,690
Grand Total										\$58,550

Note: The Starting Week timelines represent the speed at which ReEngine believes it could proceed with the project. We would be happy to take a more elongated approach if that better fits with the District's needs/preferences.

Estimated Travel Expenses

Item	Cost/Unit	Travelers	Days/Nights	Amount
Flights	\$475.00	2	N/A	\$950.00
Hotel	\$160.00	2	3	\$960.00
Rental Car/Transportation/ Parking	\$105.00	N/A	4	\$420.00
Per Diem		2	4	\$560.00
Travel Fee	\$400.00	2	N/A	\$800.00
Total				\$3,690.00

These are best estimates. We will provide updated amounts once the travel dates are confirmed.

Assumes travel Monday, onsite sessions Tues thru mid-afternoon Thursday and ReEngine departs Thursday afternoon.

Per Diem	
Day	Amount
First/Last	\$60.00
Full Day	\$80.00

Exhibit C: Greater Salt Lake Municipal Services District - Terms and Conditions

- A. GRAMA – As a governmental entity, the Client is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and cannot guarantee that information or any document or record provided will not be subject to disclosure under GRAMA unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record to be classified as a “protected record”, a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality must be provided with the record when it is first submitted to the Client and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished.
- B. . Legal Requirements – ReEngine shall be required to satisfy all applicable governmental laws, ordinances, rules and regulations, including the requirements of Utah Code Ann. § 63G-12-302(3), if applicable, respecting the verification of the status of ReEngine’s new employees.
- C. Insurance – ReEngine shall maintain insurance coverage in amounts that are reasonable for firms providing similar services in Salt Lake County, Utah, including workers compensation insurance as required by law and professional and liability insurance. ReEngine may be required to provide certificates of insurance for the Client’s review and reasonable approval.
- D. Incurred Costs – The Client will not be liable for any cost incurred by ReEngine for any work performed prior to the execution of the Contract by the Client and ReEngine.
- E. NO ILLEGAL BOYCOTT: ReEngine certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott, as defined in Utah Code Ann. § 63G-27-102 and prohibited by Utah Code Ann. § 63G-27-201(1); and agrees not to engage in a boycott of the State of Israel for the duration of this Contract. Furthermore, ReEngine agrees to notify the Client in writing if ReEngine begins engaging in a prohibited economic boycott during the term of this Contract. Activities which are not to be boycotted, absent an ordinary business purpose or unless the boycott is intended to comply with applicable state or federal law, include a boycott of companies that are engaged in fossil fuel-based energy, timber, mining, agriculture, or firearms; companies that do not meet or commit to meet environmental standards beyond applicable state and federal law requirements; or companies that do not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. Notwithstanding anything to the contrary stated in this Contract, pursuant to Utah Code Ann. § 63G-27-201(3), this

provision does not apply to a contract with a total value of less than \$100,000 or to a contract with an entity that has fewer than 10 full-time employees, nor prohibit the Client from entering into a contract with an entity that engages in an otherwise prohibited economic boycott if there is no economically practicable alternative available “to: (A) acquire or dispose of the good or service; or (B) meet the ...[Client’s] legal duties to issue, incur, or manage debt obligations, or deposit, keep custody of, manage, borrow, or invest funds” or if the purpose of the economic boycott is to comply with federal law.

- F. GOVERNMENTAL IMMUNITY ACT: ReEngine understands and acknowledges that the Client is a political subdivision of the state of Utah and, as such, the Client and its employees is/are entitled to any and all immunity from suit, limitations on judgements, protections and defenses afforded by the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code, and other protections afforded by the Utah Code. Nothing stated in this contract or elsewhere is intended, nor shall it be interpreted or construed, to release, alter, waive, or minimize any immunity, limitation, protection or benefit afforded to the Client and/or its employees by the laws of the state of Utah.