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<td><strong>Comments:</strong></td>
<td>ORD- EXP ORD71019 - Master Planned Community Application Review and Analysis according to Exhibits 1 &amp; 2. County to pay an amount not to exceed $20,000.00. Term for 6 months to 1/18/20; may renew for an additional 3 month period. MAX 4/18/20</td>
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AGREEMENT

between

SALT LAKE COUNTY

and

Landmark Design Inc.

for

Master Planned Community Application Review & Analysis

This Agreement is entered into this 18th day of July, 2019, between Salt Lake County, a body corporate and politic of the State of Utah ("County"); and Contractor, a(n):

- individual
- proprietorship
- general partnership
- limited partnership
- corporation of the State of Utah
- limited liability company of the State of __________
- other: __________________________________________

with its principal place of business address: 850 South 400 West, #104, SLC, Utah, 84101. County and Contractor may be referred to as the “Parties.”

RECITALS

A. This Agreement is entered into pursuant to the expedited Request for Proposals procedure contained in section 3.22.100, Salt Lake County Code of Ordinances, 2001, and section 13.0, Countywide Policy 7030.

B. On July 10, 2019, County issued RFP No. ORD71019 for Master Planned Community Application Review & Analysis hereafter referred to as the “RFP.”

C. On July 17, 2019, Contractor submitted a proposal in response to the RFP.

AGREEMENT

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. SCOPE OF SERVICES

   Contractor agrees to provide the services outlined in the RFP, which is incorporated by reference and attached as Exhibit 1, and the services outlined in its proposal, which is incorporated by reference and attached as Exhibit 2.
2. **CONSIDERATION**

   County shall pay Contractor an amount not to exceed $\text{20,000}$ for the services provided by Contractor under this Agreement according to the specifics for consideration set forth in the attached Exhibits (if any). If payments for the consideration are to be made in installments, no installment payment shall become due until 30 days following receipt by County of Contractor’s invoice for said installment payment which invoice shall set forth in detail the services provided and for which County is being billed. Said invoice will detail the billing rates, whether hourly, daily or other, the work performed, by whom and on what dates. If payment is required in a lump sum payment, no payment shall be made by County until all services are performed by Contractor under this Agreement. In the event of a lump sum payment, County will pay the lump sum within 30 days after services are completed by Contractor and receipt of an invoice from Contractor for said services.

   If services will be performed and billed on a monthly basis, Contractor will submit an invoice to County within 15 days following the end of the month. Contractor’s invoice will detail the services performed, by whom, the date of the services, the time expended by each person, and billing rates for each person’s work. If expenses and costs will be reimbursed under the Agreement, the invoice will also detail all costs and expenses incurred by Contractor in the performance of services under this Agreement. If County agrees to reimburse Contractor for costs and expenses incurred, County will only reimburse Contractor for reasonable costs and expenses, at County’s sole discretion.

3. **EFFECTIVE DATE/TERM**

   This Agreement shall be effective upon execution by both Parties and shall continue for a term of ___[ ]___ year(s), ___[ ]___ month(s) from the date of execution (‘‘Term’’). This Agreement may be renewed, at the end of the Term, for ___[ ]___ additional ___[ ]___ year/ month term(s) upon the same terms and conditions. Contractor may present justification for a cost of living increase for each renewal term.

4. **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 venturers.

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

5. **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.

6. **COUNTY REPRESENTATIVE**
   County hereby appoints Curtis Woodward/Todd Draper 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.

7. **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.

8. **STANDARD OF 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 County. Contractor further agrees that it will not accept any fee or financial remuneration from any entity or person other than Salt Lake County for its performance under this Agreement.

9. **INDEMNIFICATION**
   9.1 Contractor agrees to indemnify, hold harmless, and defend County, its officers, agents, and employees from and 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.

   9.2 For all claims, losses, damages, injuries, and liabilities of, to, or by third parties, Contractor agrees that its duty to defend and indemnify County under Paragraph 9.1 of this Agreement includes all attorney’s fees, 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 on behalf of County.

   9.3 Intellectual Property Indemnity by Contractor – In addition to the indemnification obligations in Paragraph 9.1 of this Agreement, Contractor will defend or settle any claim made or any suit or proceeding brought against County insofar as such claim, suit, or proceeding is based, in whole or in part, on an allegation that any of the software or media supplied to County, or viewed by County, pursuant to this Agreement, infringes the proprietary and intellectual
property rights of any third party in or to any invention, patent, copyright or any other rights, provided that County will notify Contractor in writing promptly after the third party provides County notice of a claim, suit or proceeding against County, and will give Contractor information and such assistance as is reasonable in the circumstances. Contractor will have sole authority to defend or settle any such claim at Contractor’s expense. Contractor will indemnify and hold County harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit, or proceeding. If the software in any claim, suit or proceeding is held to infringe any proprietary or intellectual property rights of any third party and the use thereof is enjoined or, in the case of settlement as referred to above, prohibited, Contractor will have the option, at its own expense, to either (i) obtain for County the right to continue using the infringing item, or (ii) replace the infringing item or modify it so that it becomes non-infringing, provided that no such replacement or modification will diminish the performance of the software.

10. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ( “Act”), UTAH CODE ANN. §§ 63G-7-101 to -904 (2018). The Parties agree County shall only be liable, if ever, only 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 the Act or the bases for liability, if any, as established in the Act.

11. 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 31st of any effective fiscal year of this Agreement, County’s obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on 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.

12. INSURANCE

12.1 County represents that it is self-insured pursuant to section 63G-7-801, UTAH CODE ANN. (2018).

12.2 If the RFP includes any required insurance policies, then Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, such insurance policies.
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 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 the 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), as amended.

12.2.3 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 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.

12.3 If the RFP does not include any required insurance policies, then Contractor shall maintain in force during the entire duration of this Agreement at least the same insurance coverages as those in place at the time this Agreement is executed. Specifically, Contractor shall, at a minimum, maintain the same policy types, deductibles and per loss limits during the entire duration of this Agreement as are in place at the time this Agreement is executed.

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

12.5 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.

12.6 No required policies shall be canceled or modified without providing thirty days prior written notice to the County.

12.7 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.

13. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of 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.

14. **ETHICAL STANDARDS**
Contractor represents that it has not: (a) provided an illegal gift or payoff 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 State statute or Salt Lake County’s Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; 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 Utah State statute or Salt Lake County ordinances.

15. **CAMPAIGN CONTRIBUTIONS**
The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Chapter 2.72A, Salt Lake County Code of Ordinances 2001. 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 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.

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 of Utah 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.

16.2 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” as 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 section 76-8-402, UTAH CODE ANN. (2018), 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.
17. **AFFIDAVITS**

Upon the execution of this Agreement and if requested by 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 County, or in violation of applicable law.

18. **TERMINATION**

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

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

18.3 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.

18.4 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.

18.5 No Limitation of Rights. The rights and remedies of the Parties 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.

18.6 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 30 (thirty) 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 County’s termination for convenience will not be deemed an Event of Default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by County or any other claim or cause of action.
19. **COMPLIANCE WITH LAWS**

The Parties agree to comply with all federal, state and local laws, ordinances, rules and regulations in the performance of their 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 County harmless and defend 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 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.

20. **NON-DISCRIMINATION**

Contractor and any agent of Contractor agree that they shall comply with all federal, state and County laws, ordinances, 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.

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

County is a URS “participating employer.” Entering into this 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 section 49-11-504 and chapter 49-11, part 12, Utah Code Ann. (2018). 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.

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. **EMPLOYEE STATUS VERIFICATION SYSTEM**

If this Agreement was the result of a Request for Proposals by County, Contractor shall register and participate in the Status Verification System before entering into a contract with County as required by section 63G-12-302, Utah Code Ann. (2018). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Contractor is individually responsible for verifying the employment status of only new employees who work under Contractor’s supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. The contractor shall comply in all respects with the
provisions of section 63G-12-302, Utah Code Ann. (2018). Contractor’s failure to so comply may result in the immediate termination of this Agreement by County.

24. **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.

25. **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, audio-visual recordings, 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.

26. **OWNERSHIP OF WORK PRODUCT**
All work performed by Contractor under this Agreement shall be “work for hire” and shall become the sole property of County. Ownership of the work shall apply regardless of the form of the work product, e.g., writings, drawings, reports, any form of video or audio, etc. Upon final payment by County to Contractor, Contractor shall deliver to County all of the work product applicable to the services provided under this Agreement including, but not limited to, work product in draft form.

27. **GOVERNMENT RECORDS ACCESS MANAGEMENT ACT**
Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to -901 (2018). 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 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 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.

28. **ASSIGNMENT**
Contractor shall not assign or transfer its duties of performance or its rights to compensation under this Agreement without prior and express written consent 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.
29. **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 and written consent of County.

30. **NOTICES**  
All notices to be given under this Agreement shall be made in writing and shall be deemed given as follows: a) upon personal delivery; b) upon delivery if sent by email; c) upon the next business day immediately following the day sent if sent by overnight express carrier; or d) upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the Parties are deliverable to the following addresses (or to such other address or addresses as shall be specified in any notice given):

**COUNTY:** Contracts Administrator  
Salt Lake County  
2001 South State, Suite, N4-600  
Salt Lake City, Utah 84190-3100  
Email: SLCo-Purchasing@slco.org

**CONTRACTOR:** Landmark Design Inc  
850 S. 400 W., #104  
SLC, UT 84101  
Attn: Mark Vlasic  
Email: markv@ldi-ut.com

31. **TIME**  
The Parties stipulate 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 default 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.

32. **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.

33. **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.
34. 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.

35. 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 (Exhibit 1); and
C. Contractor’s Proposal in response to County’s Request for Proposals (Exhibit 2).

County and Contractor agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but 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.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first recited above.

SALT LAKE COUNTY:

Mayor or Designee
Date: ________________________________

CONTRACTOR:

By: ________________________________
Title: President & Owner
Date: ________________________________
Exhibit 1
I. PURPOSE
Salt Lake County, on behalf of its Regional Planning and Transportation Division, “County”, plans to contract with a consultant team to review and provide analysis of an application for a large-scale development (master planned community) in Unincorporated Salt Lake County for compliance with County ordinances and policies. Additional duties include proposing recommendations and best practices that may be included in a Master Development Agreement (MDA) and necessary supporting documents to respond to the directive given by Salt Lake County Council resolution 5577, dated May 21, 2019.

II. TERM OF AGREEMENT
The contract resulting from this solicitation will become effective on the date of execution for a six (6) month period. The initial review must be completed in the first three (3) months of the contract period. The contract may be renewed for one additional three (3) month period for project close-out. Services are expected to begin on July 22, 2019.

This solicitation will result in a contract with a single contractor. The Contractor may have subcontractors to the prime contractor.

III. SCOPE OF WORK
Scope of Work: Review and provide analysis of a large-scale development (master planned community) application proposed for Unincorporated Salt Lake County for compliance with Salt Lake County planning and land use ordinances and policies within an accelerated timeframe.

Tasks and Deliverables: Coordinate with Salt Lake County Development Services staff to review application as submitted by developer and create a detailed analysis of its compliance with relevant Salt Lake County planning and zoning ordinances and policies in an appropriate format (chart, graphic, text, etc.) for easy understanding by County staff, elected and appointed officials, and the general public.

Coordinate with Salt Lake County Engineering on third party review of Traffic Impact Study (TIS) and incorporate results into analysis for presentation purposes.

Compare and analyze application with Salt Lake County Resolution No. 5577 (May 21, 2019) entitled “A Findings of Fact Resolution by the Salt Lake County Council Providing that Olympia Land LLC May Submit a Revised Application (Resolution attached). Provide analysis in a chart format or other relevant format for easy understanding by County staff, elected and appointed officials, and the general public.

Propose recommendations of items that may be included in a Master Development Agreement along with necessary supporting documents/graphics that would facilitate agreement on development terms between Salt Lake County and the developer for a master planned community.

Presentation(s) to relevant project management team(s), the County Council, and other relevant stakeholders that describe the developer’s application and the results of the analysis completed incorporating the analysis of Resolution No. 5577 Findings of Fact and the TIS.
collateral materials as necessary. Consultant may be asked to perform tasks not previously mentioned but related to the review of this master planned community application.

Provide all materials developed in hard and electronic format. Any GIS needs and/or analysis can be provided by the County.

**Land Use Plan Map:** The County’s Land Use Plan Map can be viewed at: [https://www.slco.org/development-services/public-meetings/planning-commission/](https://www.slco.org/development-services/public-meetings/planning-commission/)

### IV. COSTS & FEES

A. The Proposal shall include a not-to-exceed fee of $20,000 or less.

B. Provide hourly rate schedule for all employees who will work on the project.

### V. PROPOSAL SUBMISSION REQUIREMENTS and EVALUATION WEIGHT

All proposals submitted for evaluation must include the following information:

**Proposal Format Requirements:**

Proposal should not be more than two (2) double sized 8.5 x 11 pages. Cover letter does not count in the page count.

- **25%** Relevant Experience. Provide three (3) projects completed in the last seven (7) years that demonstrate your firm’s ability to review development applications and/or provide professional planning services for large scale development including references.

- **30%** Expertise. Minimum expertise is required in the development of large-scale master planned communities. Working knowledge of County land use and zoning ordinances. Familiarity with municipal planning practices. Presentation skills, both written and spoken are required.

  Identify team members and lead including immediate availability and short experience-based bios.

- **35%** Availability. Proposers must demonstrate their availability to complete the work in the timeframe outlined in Section 2 Term of Agreement.

- **10%** Proposed Fee. Proposer’s must submit their fee as per Section IV. Salt Lake County may adjust scoring to a proposal through a preference system. Please refer to the preference attachment.

### VI. PRE-PROPOSAL CONFERENCE

Interested Proposers are invited to attend an optional pre-proposal meeting to discuss the project and to ask questions about this RFP. It will be held on **Monday, July 15, 2019 at 1:00 PM.** It will be at County Government Center, 2001 South State Street, North building, 4th Floor, Room N4-600. If Proposer would like to participate by conference phone, e-mail [SLCo-purchasing@slco.org](mailto:SLCo-purchasing@slco.org) for the toll free phone number and meeting room number. Proposers are encouraged to submit their questions in writing before the meeting through the county’s online solicitation system the Utah Public Procurement Place (U3P) powered by Jaggaer / SciQuest. The meeting is for informational purposes only and is not binding. If the RFP needs to be modified or clarified, the County will issue a written amendment on U3P.
VII. **SUBMISSION OF PROPOSALS**

Proposals are to be submitted through SciQuest - Utah Public Procurement Place (U3P) ([https://solutions.sciquest.com/apps/Router/SupplierLogin?Custorg=StateOfUtah](https://solutions.sciquest.com/apps/Router/SupplierLogin?Custorg=StateOfUtah))

Questions shall be submitted through U3P. Questions are due prior to the question due date and time specified. If a question/answer changes the RFP document, the change will be released in an addendum to those who have stated “Intent to Submit a Bid” in the U3P system. Do NOT contact the Agency, Division, Department, or other County officers or employees.

VIII. **NOTICE TO PROPOSERS**

A. **Scoring Proposals**

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

B. **Costs**

All costs associated with the preparation of the proposal, as well as any other related materials, will be borne by the Proposer. All proposals become the property of Salt Lake County. Salt Lake County reserves the right to stop the selection process at any time if it is considered to be in the best interest of the County. Salt Lake County also reserves the right to reject any or all proposals submitted.

C. **Written Agreement Required**

The selected Proposer must agree to all requirements in the RFP scope of work unless an exemption is stated in the proposal. The selected Proposer must also be willing to enter into a written agreement with County and agree to all the terms set forth in the Standard Form RFP Agreement, attached to this RFP. **IF YOU WISH TO ALTER THE RFP INCLUDING EXHIBITS, ATTACHMENTS, AND ADDENDA AND/OR ANY OF THE TERMS OF THE STANDARD AGREEMENT, THE EXCEPTION MUST BE SPECIFICALLY IDENTIFIED IN YOUR PROPOSAL WITH REASONABLE ALTERNATIVES PRESENTED. PROPOSER UNDERSTANDS THAT DEVIATIONS FROM THE STANDARD FORM AGREEMENTS ARE MADE AT THE COUNTY’S DISCRETION.** Proposers are advised that County is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken by Proposer prior to a written agreement being fully executed is done at the Proposer’s sole risk.

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

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 RFP will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by County.

E. **Copyrighted Material Waiver:**

In the event that the proposal contains copyrighted or trademarked materials, by submitting its proposal the Proposer grants the County the right to use, reproduce, and publish the
copyrighted or trademark 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 a Proposer is selected and the selection is announced, Proposers 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. RFP Cancellation
This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

H. Firm Pricing
All prices, quotes, or proposals are to remain firm for 60 days after the closing date, unless a different period is stated in County’s RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

I. Receiving Proposals
Contracts and Procurement will administer receipt and opening of all proposals. After the closing time, only the identity of each Proposer will be made public.

J. Protests
Pursuant to Salt Lake County Code of Ordinances § 3.20.150, a protest in regard to the RFP document must be submitted in writing prior to the RFP closing date. All other protests must be submitted in writing within five (5) business days after notification of the award is posted on Bid Sync. A protestor may file only one (1) protest after the RFP closing date. Protest letters must specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.

K. Free and Competitive Selection
Any agreement or collusion among prospective Proposers to fix a price or limit competition will render the proposal void, and such conduct is unlawful and subject to criminal sanction. By submitting a proposal, the Proposer hereby certifies that no one in its firm or company 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.

L. Environmentally Responsible Procurement Practices
In compliance with Executive Order #2013-4, County has implemented environmentally responsible procurement practices.

M. Debrief Meetings
Debrief meetings with the selection committee members will not be allowed, however, a
Proposer may discuss the RFP process with the Procurement Officer at any time.
May 21, 2019

Richard Snelgrove, Chair
Salt Lake County Council
Rm. N2-200, Government Center
Salt Lake City, Utah

Dear Chairman Snelgrove:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 5577 providing that Olympia Land LLC may submit a revised application to its original application of February 5, 2018, for a general plan amendment and to rezone property to a PC Zone on approximately 931.8 acres of property owned by The Last Holdout, LLC.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By [Signature]

Deputy Clerk

ks

pc: Mayor Jennifer Wilson
Lupita McClennig/Planning and Development Services Division
Olympia Land Development LLC
6150 S Redwood Road, Suite 150
Taylorsville, Utah 84123
File #: 19-666

**Topic/Discussion Title:** A Findings of Fact Resolution by the Salt Lake County Council Providing That Olympia Land LLC May Submit a Revised Application

**Description:** Resolution Regarding Olympia Hills

**Requested Action:** Approval

**Presenter(s):** Council Members Michael Jensen and Ann Granato

**Time Needed:** 30 min

**Time Sensitive:** Choose an item.

**Specific Time(s):** Enter text here - if important to schedule at a specific time, list a few preferred times.

**Requesting Staff Member:** Council Members Michael Jensen and Ann Granato

**Will You be Providing a PowerPoint:** Choose an item.

Please attach the supporting documentation you plan to provide for the packets. Agenda items must be approved by Wednesday at 11:00 am. While not ideal, if PowerPoint presentations are not yet ready, you can submit them by 10 am the Friday morning prior to the COW meeting. Items without documentation may be withheld from consideration for that COW meeting.
RESOLUTION NO. 5577

A FINDINGS OF FACT RESOLUTION BY THE SALT LAKE COUNTY COUNCIL PROVIDING THAT OLYMPIA LAND LLC MAY SUBMIT A REVISED APPLICATION

WITNESSETH

WHEREAS, Olympia Land LLC ("Developer") filed application number 30650 for general plan amendment and to rezone property to a PC Zone, dated February 5, 2018, for 931.8 acres of property described in the application and owned by The Last Holdout, LLC;

WHEREAS, on May 16, 2018, the Salt Lake County planning commission ("planning commission") recommended approval of the application for general plan amendment, application to rezone property to the PC Zone, and the associated PC Zone plan;

WHEREAS, on June 5, 2018, the Salt Lake County Council ("Council") passed a motion to adopt the following ordinances: 1) ordinance amending the Southwest Community General Plan, 2) ordinance rezoning property described in Application #30650 to the PC Zone, with the associated revised Master Development Agreement, and 3) ordinance approving a PC Zone Plan and the associated revised Master Development Agreement;

WHEREAS, on June 20, 2018, the Salt Lake County Mayor ("Mayor") vetoed all three ordinances referenced in the preceding paragraph;

WHEREAS, the Council did not exercise its right to override the Mayor’s veto, as allowed by the Optional Plan for Salt Lake County Government, Section 2.10(9);

WHEREAS, the Mayor vetoed the ordinances pursuant to his executive duties, as outlined in Utah Code Section 17-33-302(12). The veto was not a legislative decision denying the application but an executive decision rejecting the ordinances that the Council adopted.

WHEREAS, the veto was not a final decision of the County on the application; neither County ordinance nor State law allows for an appeal of a veto of County ordinances;

WHEREAS, the Mayor’s veto was a veto of three legislative ordinances; it was not a veto of the entire application or a denial of the same;

WHEREAS, the Mayor’s veto resulted in the matter returning to the point in time before the Council’s motion approving the three ordinances passed; the veto resulted in a failed motion;

WHEREAS, since the planning commission’s May 16, 2018 recommendations, the Mayor’s veto and residents expressing concerns, the Council committed to ask more questions and gather more information on growth in the greater Salt Lake County ("SLCO"), with added attention to transportation, water, power, sewer and air quality while balancing rapid population growth in SLCO, lack of affordable housing, and planning for parks/trails/open space for projected growth;
WHEREAS, in response to these concerns, the Council sponsored a two-part Growth Summit series. The first installment was held during the summer/fall of 2018 over a 3 month period and invited the following persons to address the following issues (among others): the Kem C. Gardner Policy Institute: Population Growth (July 10, 2018); Housing Gap Coalition: Affordable Housing (July 17, 2018); Wasatch Front Regional Council: Transportation Planning (July 31, 2018); Central Water Conservancy District: Water Infrastructure Planning (August 7, 2018); Utah Department of Transportation: Transportation Planning (August 21, 2018); Rocky Mountain Power: Energy Infrastructure Planning (August 28, 2018); Utah Clean Air Partnership: Air Pollution (September 11, 2018); Utah Transit Authority: Transit Planning (September 18, 2018); South Valley Sewer District: Sewer Infrastructure Planning (September 25, 2018); Salt Lake County Parks & Recreation: Parks, Trails, and Open Space Planning (October 9, 2018); Salt Lake County Regional Transportation, Housing, & Economic Development: Long-Range Regional Planning for Salt Lake County (October 16, 2019); Utah State University: Proposed Agricultural Center for the subject property (October 23, 2018); and Horrocks Engineering: Regional Transportation Study of Impacts of Olympia Project (October 30, 2018);

WHEREAS, the Council held a second installment of the Growth Summit series in April and May of 2019, broadcasting LIVE on Facebook for residents and elected officials to watch and gather the information at their convenience. The following persons addressed the following issues (among others): Salt Lake County Regional Transportation and Development – Oquirrh View Existing Conditions Study (April 23, 2019); Daybreak – Planned Communities and UDOT update on Southwest road infrastructure (April 30, 2019); and Silicon Slopes – The Tech Industry and Planned Communities (May 7, 2019);

WHEREAS, it is not uncommon for a developer, after planning commission hearings where public input is received, to revise its application to address public concerns before going before the legislative body;

WHEREAS, the Mayor is responsible for processing land use applications, including revisions thereto, and to execute a development agreement;

WHEREAS, the Council is responsible for hearing rezone applications, and if there are associated development agreements upon which rezoning property is conditioned, the Council approves such agreements;

WHEREAS, returning to the point in time before the failed motion by the Council, the Council now has the following options under Salt Lake County Ordinance 19.90.030 with respect to the planning commission’s May 16, 2018 recommendations: alter planning commission recommendations, deny planning commission recommendations, or remand to planning commission for further review and consideration;

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. The Council makes the following findings from the Growth Summit series related to development of SLCO:
   a. **SLCO Buildable Acres**: SLCO currently has only 33,000 buildable acres.
   b. **Developable Land in SLCO**: 85% of the available/developable land that’s left for future growth in SLCO is on the west side of SLCO.
c. **2017 SLCO Population:** SLCO population in 2017 was 1.13 million. Population growth included natural increase, which accounted for 10,630 new residents or 55% of growth, while 8,742 residents from net migration accounted for 45% of new residential growth.

d. **2017 Housing Shortage:** In 2017 along the Wasatch Front, 111,455 housing units were built, while 162,288 new households were created, yielding a housing shortage of 50,833 housing units.

e. **High Retail Leakage:** Retail leakage occurs when residents travel outside of an area to purchase goods and services. The lack of retail centers/services result in area residents travelling outside of the area for basic services, and therefore adding more traffic, losing sales tax/tax base for cities, and lowering the quality of life for residents.

f. **SLCO Growth:** 78% of 185,776 new residents in SLCO in 2017 resided west of Bangerter Highway.

g. **12600 South (from Mountain View Corridor to Bangerter Highway):** This section of 12600 South will not accommodate current or future traffic without mitigation. Currently 80,000 cars travel this roadway segment each day.

h. **UDOT Planned Road Infrastructure for Southwest SLCO:** The following projects will alleviate much of the current east/west congestion in Southwest SLCO, creating 50% more UDOT green-rated travel upon completion of the projects:

i. **Bangerter Highway Interchanges 6200, 10400 and 12600 South**  
   Cost: $184 million. Completion Date: 2021

ii. **Mountain View Corridor – 4100 South to SR 201**  
    Cost: $355 million. Completion Date: 2021

iii. **5600 West SR201 to I-80, 2 lane to 5 lane**  
    Cost: $71.6 million. Completion Date: 2020

iv. **Porter Rockwell Bridge – 1-15 Connection to 14600 South**  
    with connection to Redwood Road and Mountain View Corridor (5 lanes)  
    Cost: $50 million. Completion Date: 2022

v. **9000 South Widening – I-15 to Redwood Road (5-7 lanes)**  
   Cost: $34 Million. Completion Date: 2022

vi. **R111; 7600 South Bridge – Widen Five Lanes**  
    Cost: 5.2 million. Completion Date: 2022

i. **Link economic development with transportation/housing decisions.** It is important to do the following: Create city centers that are planned well, which make density more acceptable to communities. Create/move jobs closer to home and transit for better air quality and quality of life. Build multi-family housing along mass transit routes, allowing residents access to more jobs closer to home and decreasing need for individual transportation.

j. **Planned Communities designed for residents to “Live, Work, Play” is a major consideration for businesses looking to locate or expand in SLCO.** Given the current housing gap in SLCO – needed housing versus available housing – it is crucial for the residents of SLCO to have access to housing options that allow them to live in the community where they work.

k. **Communities can design their Community to attract or detract from transit.** If good transit ridership is a goal for a community then it must plan for it now.
1. **Lack of road connectivity** has funneled traffic to major arterials for the majority of resident trips.

m. **Density has become a flashpoint for future developments because some Developers have not done it well.**

2. Developer may present a revised proposal to the Salt Lake County Council by filing with the County Planning & Development Services Division a revised application with any revisions to its original application that it requests the County Council to consider;

3. The revised application shall be processed consistent with County Ordinances and State law;

4. To the extent additional agency review is required, additional review fees will be charged to Developer in accordance with the Council approved Planning and Development Services Fee Schedule;

5. The Council requests that the Mayor and Developer renegotiate the master development agreement if Developer chooses to submit a revised application for the Council’s review. The Council asks that the following parameters be pursued in the master development agreement:

a. Complete streets

b. Street Connectivity, with many options beyond collector streets including small streets and smaller blocks, where streets **connect versus collect**

c. Plans for infrastructure and commitment for transportation, water and sewer

d. Minimum Open Space for Development 10%, with minimum Open Space and Common Area (as both are defined in the P-C Zoning Ordinance) totaling 20%

e. Mix of housing types within neighborhoods, including for various ages and price points

f. Mix of Housing options – with incentives for Affordable Housing and Rent/Buy

g. Design standards in the following areas:

i. Community wide (place making, centers, parks, trails and street connectivity)

ii. Site design (parking, building placement, walks, landscaping, lighting and signs)

iii. Architecture (basic massing, not uniform “cookie cutter”, doors, percentage of glass, mixture of architecture in residential and commercial construction)

iv. Design that encourages communities - not neighborhoods

v. Parking as a supportive element - not the central design

vi. Street parking

vii. Sustainable and energy-efficient design features

viii. Design standards review committee

h. Work with UTA and UDOT on future road alignments for long-term population growth

i. Multi-family residential areas clustered around Town Centers and Villages

j. Place holders for Transit right of ways, trail systems, schools and churches

k. Plan road connectivity to adjacent neighborhoods within and outside the planned community.

l. Transition edges of development to be compatible with adjoining communities

m. Incentives for meeting development standards and/or penalties for not meeting development standards

n. Parameters that the Mayor deems necessary before agreeing to execute the master development agreement
APPROVED and ADOPTED this 21 day of May, 2019.

SALT LAKE COUNTY COUNCIL:

By: [Signature]
Richard Snelgrove, Chair

Date: 5/21/19

ATTEST:

[Signature]
Sheemie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:

[Signature]
Zachary Shaw
Deputy District Attorney

Date: 5-16-19

Council Member Bradley voting "Aye"
Council Member Bradshaw voting "Aye"
Council Member Burdick voting Absent
Council Member DeBry voting Absent
Council Member Ghorbani voting "Aye"
Council Member Granato voting "Aye"
Council Member Jensen voting "Aye"
Council Member Newton voting "Aye"
Council Member Snelgrove voting "Aye"
Exhibit 2
Dear Salt Lake County Contracts & Procurement,

Thank you for the opportunity to submit our proposal for this timely project.

Landmark Design is a Salt Lake City community planning and design firm that brings 32-years of continuous operation to the project. As described in the following pages, Landmark Design is well-positioned to conduct the Master Planned Community Application Review and Analysis, having prepared three similar development plans and assisting with the development of corresponding ordinances for large master planned communities located in Tooele County and San Juan County, as follow:

- Moyle Camp New Town Land Use Plan, Tooele Valley, Utah (ongoing)
- Spanish Valley Land Use Area Plan and Ordinances, San Juan County, Utah (2018)

Each of these projects utilized the Salt Lake County Master Planned Community Ordinance as the initial structural basis for planning and design, with modifications applied to meet the corresponding needs and vision of each project. We worked closely with the owner/developers of each project as well as planning staff, the planning commission and commissioners of each county and the public in the planning for each community. The Rio Tinto and Spanish Valley Plans were both adopted as amendments to the General Plans of each county in 2018, and the Moyle Camp project is currently being revised for similar consideration in the near future. Specific ordinances were developed for the Rio Tinto project by Tooele County staff with input by Landmark Design, which were recently adopted. Similar ordinances were developed by Landmark Design for San Juan County and are currently being considered for adoption. Development agreements were negotiated by each entity with the owners/developers with input by Landmark Design.

We believe that our recent success planning large communities in areas where such development was not previously imagined or understood makes Landmark Design a natural fit for this project. We are prepared to work closely with County staff and other stakeholders as we evaluate the application and provide clear and unbiased assessments to help County decision-makers make informed and logical choices.

Due to the focused nature of the project, Landmark Design will prepare the bulk of the plan using the skills and guidance of our experienced principal and senior staff.

As you reflect on our proposal, we would like to highlight some of the strengths of our team:

- Success on similar projects working with both developers/owners and county staff/decision makers;
- Direct participation and leadership by principal and senior staff;
- Familiarity with Salt Lake County planning plans, processes and ordinances;
- Ability to meet scheduling requirements;
• Familiarity with municipal planning practices - Mark Vlasic brings nearly 40-years of experience to the project, including seven years working as the part-time staff planner for South Ogden City while operating a successful consulting firm;
• Strong communication and presentation skills; and
• Award-winning projects that demonstrate clear analytical abilities, creative solutions and easy-to-understand formats.

I will serve as Principal-in-Charge and Project Manager and will be your Primary Contact. Please feel free to call me at our office at 801-474-3300 or on my cell 801-718-4353 if you have any questions or require additional clarification. If I am not available, you are welcome to speak to Jennifer Hale or Lisa Benson at our office (801-474-3300) for assistance.

Respectfully yours,

Mark Vlasic, AICP, ASLA, PLA
Principal and President
801.718.4353
A) Relevant Experience

Working closely with the owner/developers as well as planning staff, the planning commission and commissioners of each county and the public, Landmark Design developed plans and ordinances that were embraced and ultimately adoptable for the following projects. Each of these projects utilized the Salt Lake County Master Planned Community Ordinance as the initial basis for planning and design, with adjustments made to meet the needs and vision of the individual project.

**Rio Tinto Adobe Rock New Town Land Use Plan and Ordinances – Tooele Valley**

Landmark Design worked closely with Rio Tinto Kennecott representatives and Tooele County staff, planning commission and county commission to develop a land use master plan for approximately 1,500 acres of land in the northeastern corner of Tooele Valley near the shore of the Great Salt Lake. The land use planning process was undertaken with the goal of meeting the general vision for the area contained in the *Tooele County General Plan Update (2016)*, which was prepared by Landmark Design and had recently been amended to support higher density uses in the project area. Preliminary concept plans were developed through a series of conversations with Rio Tinto representatives and Tooele County planning staff as well as with the input of nearby residents and community stakeholders.

The resulting Adobe Rock Ranch Area Plan concentrates higher-density development along the highways, with commercial, cultural, civic and retail and community service uses centered around two community nodes. Development along the highway is the most intense, transitioning to less dense, village-type uses and eventually clustered open space neighborhoods. The plan also includes a generous open space system and a community park that surrounds Adobe Rock, a highly-visible, historic geologic feature and beloved local landmark. Following significant public scrutiny and input, the Area Plan and associated zoning ordinances were adopted in 2018, followed by the adoption of a Planned Community Zone and corresponding process documents soon after.

**References:**

<table>
<thead>
<tr>
<th>Owner/Developer</th>
<th>County Staff/Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Birkinshaw</td>
<td>Shawn Milne</td>
</tr>
<tr>
<td>Director of Land Planning and Divestments, Rio Tinto Copper</td>
<td>Tooele County Planning Commissioner</td>
</tr>
<tr>
<td>801.204.2756</td>
<td>435.843.3150</td>
</tr>
<tr>
<td><a href="mailto:john.barkinshaw@riotinto.com">john.barkinshaw@riotinto.com</a></td>
<td><a href="mailto:smiline@tooeleco.org">smiline@tooeleco.org</a></td>
</tr>
</tbody>
</table>

**Moyle Camp New Town Plan – Tooele Valley**

Working closely with landowners and Tooele County planning staff, Landmark Design developed a land use master plan for approximately 900 acres on a sloping bench with outstanding views located in the eastern edges of the Tooele Valley. With the planned construction of the new Oquirrh Mountain Expressway and a potential adjacent future transit corridor, the landowners wanted to explore the feasibility of developing the site. Several preliminary alternative plans were explored through a series of conversations with the landowners and County staff, ranging from clustered neighborhoods composed entirely of single-family homes to alternatives containing more dense, mixed-use development encompassing retail, office and multifamily housing types. Elements from each alternative were combined into a preferred vision and the resulting land use plan, which balances environmental conditions, future market needs and is aligned with the vision of the recently updated *Tooele County General Plan Update (2016)*, which was originally prepared by Landmark Design. Leveraging future
transportation and transit plans, the planned community calls for two transit-oriented nodes providing access to a range of commercial, retail, office and civic uses, intermixed with a variety of residential uses and housing types. Further from these nodes development intensity and density decreases with a focus on clustered residential uses centered around a system of trails, parks and preserved open space.

References:

**Owner/Developer**

Jim Palmer  
Managing Member, Moyle LLC  
801.243.6940  
jim@moylellc.com

**County Staff/Commission**

Shawn Milne  
Tooele County Planning Commissioner  
435.843.3150  
smilne@tooeleco.org

**Spanish Valley Land Use Area Plan and Ordinances – San Juan County**

Working closely with San Juan County staff and representatives of SITLA (major landowner in the area), Landmark Design developed a land use area plan for approximately 4,775 acres of land in the San Juan County portion of the Spanish Valley, an area that has received increased development pressure as the area has become an international tourist destination. The Area Plan establishes a long-term planning vision for the area, specifically identifying principles and planning goals to guide future growth. The plan envisions a community nearly twice the size of Moab, and specifically addresses land use, transportation, sensitive environmental conditions, quality of life, public services and infrastructure. Preliminary alternative concept plans were reviewed through a comprehensive public engagement process and work sessions with SITLA, other property owners, residents and County planning staff. With feedback from these groups, a preferred alternative was developed and adopted in April 2018.

The Area Plan focuses development on the flattest, least sensitive sites in the study area and calls for a wide range of residential development types in addition to civic, educational, institutional and park/open space uses. Two neighborhood centers are proposed as are carefully-selected locations for highway commercial, residential and flex development. Clustered development is encouraged to preserve the remarkable landscape and setting as well as to encourage affordable housing options. The plan also promotes the use of Low-Impact Development (LID) stormwater systems and establishes an interconnected system of trails, including off-street facilities located in the open space corridors and on-street bike lanes as part of creating an active transportation network that links neighborhoods with local and regional destinations. A full-range of parks are also provided to meet the long-term needs of the community. Once the Area Plan was adopted in 2018, Landmark Design was retained to develop zoning ordinances and design guidelines for the area, which are currently being considered for adoption.

References:

**Owner/Developer**

Elise Erler  
Deputy Assistant Director of Property Planning and Development, SITLA  
801.538.5179  
eliseerler@utah.gov

**County Staff/Commission**

Walter Bird  
San Juan County Planning Director  
435.587.3225  
walterbird@sanjuancounty.org
B) Expertise

Our Firm

Landmark Design was founded 32-years ago and has been providing community planning and design services to Intermountain clients ever since. We are located in Salt Lake City, Utah, with a staff of seven professional planners and designers. We offer expertise in the preparation of comprehensive general and community master plans; site analysis and design; land use planning; parks, recreation, open space and trail planning; urban design; environmental planning; and public involvement.

Landmark Design has assisted in the development of numerous new and planned communities, a few of which we have highlighted in this proposal. Through our work, we have developed fine-tuned analytical, communication and presentation skills and are adept at ensuring that our plans and ordinances are easy to adopt and implement. Having completed more than 50 general plans, general plan updates and small area plans, we are frequently work with transportation planners and engineers and understand the importance of land use and transportation planning solutions work hand in hand.

Mark Vlasic will serve as principal-in-charge and project manager for this effort, bringing nearly 25 years of project-management expertise on similar projects in the region to your service. Mark serves as the part-time City Planner for South Ogden, a position he has held for the past seven years. As such, he is very familiar and comfortable with municipal planning practices and routines, including the preparation of development agreements.

Knowledge of the Area

Having worked with Herriman prior to its incorporation as well as having worked in all other communities in the southwest quadrant of the county, Landmark Design is very familiar with the lay of the land of application review. We first began work in Herriman in 1998 as part of the Herriman Residents for Responsible Reclamation (HRRR) project, a citizen-run initiative to reclaim localized lead-contaminated lands for productive use and development. As part of this project, we developed a range of land use options including the areas of contaminated soils, and identified appropriate tools and techniques to maintain the positive aspects of rural life in a rapidly growing region. Herriman incorporated soon after this study was completed, and Landmark Design has prepared several planning efforts over the years, including assisting in the preparation of the first Herriman City General Plan and more recently a General Plan Update for the northern section of the city, which abuts the Daybreak community in South Jordan.

Our Team

Mark Vlasic, AICP, PLA, ASLA, LEED Green Associate brings more than 35 years of local and international planning, urban design and landscape architectural experience to the project, and will serve as Principal-in-Charge and Project Manager. Mark joined Landmark Design 22-years ago after working for a decade in Europe and Africa and became sole-owner and president of the firm in 2010. Mark is a certified planner (AICP) and a professional landscape architect (PLA) in Utah. He is a seasoned planner and designer, and has managed a variety of complex projects and multi-disciplinary teams on numerous occasions. He recently served as Project Manager and Principal Planner for four WFRC Transportation and Land Use Connection projects including the award-winning Taylorsville Expressway BRT Corridor Master Plan and Alta Town Center Master Plan; the City of North Salt Lake Town Center Master Plan; and the Murray Central Station Master Plan. He is currently assisting Moab, Grand County and San Juan County with resolving contentious zoning ordinance moratoriums, prepared zoning
ordinances related to water-conserving landscapes and street trees, and managed the development of two form-based codes for South Ogden City which were prepared by others.

Jennifer Hale, ASLA, PLA has worked for Landmark Design since 2007, taking a break for several years to work on landscape, aesthetic and environmental components of transportation, transit and similar projects in the Wasatch Front region. Jenny has strong visualization and coordination skills and has been involved in variety of planning and urban design projects while at Landmark Design, with recent examples including the Woods Cross General Plan Update and the Murray Central Station Master Plan. She was a lead planner of the award-winning Tooele General Plan Update and was responsible for the development of a rigorous, place-specific public involvement process in the award-winning Alta Commercial Core Plan.

Lisa Benson, AICP, PLA, ASLA, LEED Green Associate has been with Landmark Design for over eighteen years, during which time she has provided valuable leadership, support and technical assistance on many community planning, urban design, land use, transportation and landscape architecture projects. She is adept in a wide range of planning and design services, including workshops, meetings and presentations. Lisa is a certified planner and is currently completing Parks, Recreation, Trails and Open Space Master Plans for the communities of Herriman, West Jordan and Saratoga Springs.

C) Availability

Landmark Design understands that this proposal will become effective on the date of execution for a six (6) month period, with a focus on initial review efforts during the first three months of the contract period. Assuming a July 22, 2019 start date, we are committed to meeting initial review inputs by October 21, 2019.

We are available as soon as a Notice-to-Proceed is received, anticipating a one-week project kickoff, coordination and schedule refinement period with formal work commencing on July 29th. We have adequate resources to dedicate to this project, having recently completed the following projects: Street Tree Ordinances for the City of North Salt Lake and public outreach and draft ordinances for Grand County and City of Moab overnight accommodation development moratoriums.

D) Proposed Fee

Landmark Design offers to provide the tasks, services and deliverables indicated in the RFP for a not-to-exceed fee of $20,000.

Our hourly rates follow:

- Mark Vlasic, AICP, PLA: $160/hour
- Jennifer Hale, PLA: $130/hour
- Lisa Benson, AICP, PLA: $130/hour
- Staff Planners: $70-85/hour
PREFERENCE CERTIFICATION FORM

YOU MUST CHECK THE BOX FOR EACH PREFERENCE OPTION CLAIMED

If you do not include this completed certification form along with required documentation with your bid or proposal submission, your preference request will not be considered.

X Employee Health Care Preference – Currently provide and will maintain qualifying health benefits to covered employees and dependents through the term of the contract with the county. A copy of the health benefits certificate or a letter signed by the vendor’s carrier detailing coverage and dates of coverage of the health care benefits must accompany the bid or proposal to have the preference request accepted.

Veterans and Companywide Hiring Preference – Currently provide and will maintain all of the following programs through the term of the contract with the county:

Veterans and Companywide Hiring Preference Certification Form

Company Name:

Explanation of Program to Actively Recruit and Employ Veterans*:

Percentage of workforce that qualifies as veterans:

Vendor has employed, and is currently employing, at least one Veteran under its recruitment program. Yes No

*For purposes of this section of County Policy, a veteran is an individual who has served on active duty in the armed forces of the United States for more than 180 consecutive days; or, was a member of a reserve component who served in a campaign or expedition for which a campaign medal has been authorized and who has been separated or retired under honorable conditions; or, has incurred an actual service-related injury or disability in the line of duty.

Vendor maintains a drug and alcohol testing policy that applies to all covered individuals employed or hired by the vendor and requires covered individuals to submit to random testing. Yes No
Vendor maintains a job training program recognized by a federal, state, or local governmental entity.  Yes  No

Vendor offers a job safety program that complies with job safety and health standards of the Occupation and Safety Health Administration (OSHA) or the state standards which are at least as effective as the federal standards.  Yes  No

By signing below, vendor certifies that the information provided on this Veterans and Companywide Hiring Preference Certification Form is true and correct as of the time of submitting this bid or proposal.

Vendor's Signature: ________________

☐ Small or Women-Owned or Minority-Owned Emerging Business Preference

The Small or Women-Owned or Minority-Owned Emerging Business Preference shall accrue to vendors who qualify as a small or women-owned or minority-owned business by providing certification as such with their bid or proposal. Certification may be obtained from:

- Small Business Administration, or
- National Minority Supplier Development Council or its regional affiliates
STATEMENT OF ACTUARIAL EQUIVALENCY
EFFECTIVE NOVEMBER 14, 2017

EMPLOYER: Landmark Design

The undersigned is an actuary or an underwriter responsible for developing the above-named Employer's employer group premium rates. The undersigned hereby certifies that as of the [Day] 14 [Month] May [Year] 2019 (Please check one of the following)

✔ the above-named Employer has obtained and maintains a health benefit plan and employer contribution level with a combined actuarial value at least actuarially equivalent to the combined actuarial value of the benchmark plan as determined under UCA 26-40-115(1)(a) and a contribution level at which the Employer pays at least 50% for the premium for the employee and the dependents of the employee who reside or work in Utah.

OR

☐ the above-named Employer has obtained and maintains a federally qualified high deductible health plan that, at a minimum, meets the requirements of UCA 26-40-115(1)(b).

Actuary/Underwriter: Isaac Squire

Signature

Please type/print name clearly

FSA, Actuary

SelectHealth

STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
DFCM