Agenda
Summit County Heritage and Landmark Commission
January 19, 2023

NOTICE is hereby given that the Summit County Heritage and Landmark Commission will meet in session on Thursday, January 19, 2023 at the anchor location of the Courthouse in Conference Room 1, 60 North Main, Coalville, UT, and electronically via Zoom at 4:00 p.m.

To participate in the meeting, you may attend at the anchor location noted above or join the Zoom webinar:

https://us02web.zoom.us/j/86855998313?pwd=aE5TRGdSbEFXM2xLSmhPYlE4M1VSdz09

To Listen by phone only: dial: 1-346-248-7799, Meeting ID: 868 5599 8313
Passcode: 192955

The following is the agenda for said session:

1. 4:00 p.m. – Call to Order – Chair Jocelyn Scudder
2. Approval of minutes dated October 20, 2022 and January 5, 2023
3. Election of Chair and Vice-Chair for 2023
4. Discussion and possible approval of 2023 Schedule of Meetings
5. Discussion and possible approval of 2023 CLG Grant Application
6. Discussion and possible approval of RFP for Reconnaissance Level Survey Consultant
7. Discussion regarding commission bylaws
8. Miscellaneous/Other Business

Next Meeting: May 18, 2023

Members of the Heritage and Landmark Commission, presenters, and members of public, may attend by electronic means, using Zoom (phone or video).

Such members may fully participate in the proceedings as if physically present. The anchor location for purposes of the electronic meeting is the Summit County Courthouse – Conference Room 1, 60 North Main, Coalville, Utah.

Individuals with questions, comments, or needing special accommodations pursuant to the Americans with Disabilities Act regarding this meeting may contact Joe Frazier at (435) 336-3015.

Posted: January 17, 2023

Minutes

Summit County Heritage and Landmark Commission
October 20, 2022
Summit County Courthouse
Conference Room 1

Members of the Commission, presenters, and members of public, could attend by electronic means, using Zoom (phone or video). Such members could fully participate in the proceedings as if physically present.

Present: Derek Siddoway, Pat Putt, Margaret Olson, Dalton Gackle, Dan Compton, Joe Frazier, Ryan Stack. Commissioner Jocelyn Scudder was excused from this meeting.

The following is the agenda for said session:

1. **The meeting was called to order at 4:00 PM by Vice-Chair Derek Siddoway.**
2. **Public comment regarding items not on the agenda**
   Commissioner Siddoway opened the floor to public comment. Receiving none, Commissioner Siddoway closed the public comment period.
3. **Possible approval of Commission Minutes dated May 26, 2022**
   Commissioner Putt made a motion to approve the May 26, 2022 minutes. Commissioner Olson seconded the motion. All voted in favor.
4. **Discussion and possible action regarding pursuing Reconnaissance Level Survey of historic buildings including budget, area to survey, and consultants.**
   Commissioner Olson pointed out that the County Purchasing Policy states that the selection of a consultant will require going through an RFP process.
   This was confirmed by legal council provided by Ryan Stack. He also recommended that the commission work with procurement officer Clay Coleman.
   It was recommended that Dan Compton and Joe Frazier appear before the County Council to emphasize the importance of the matching funds being included in the 2023 Fiscal Year budget.
   Dan Compton informed the commission that the Budget Committee had included the matching funds in their recommended budget.
   The commission recommended that we move forward with the pursuit of a Reconnaissance Level Survey dependent upon approval of the 2023 Fiscal Year Budget and the opening of the CLG Grant application process. In the meantime, a draft RFP document will be created by Joe Frazier in consultation with Clay Coleman, Summit County Procurement Officer.

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5. **Miscellaneous/Other Business**
   There was no other business brought before the commission.

Adjournment

Commissioner Olson made a motion to adjourn, seconded by Commissioner Putt. All voted in favor. Meeting adjourned.

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Minutes

Summit County Heritage and Landmark Commission
January 5, 2023
Summit County Courthouse
Conference Room 1

Members of the Commission, presenters, and members of public, could attend by electronic means, using Zoom (phone or video). Such members could fully participate in the proceedings as if physically present.

Present: Derek Siddoway, Dalton Gackle, Margaret Olson, Dan Compton, Joe Frazier, Ryan Stack, Jocelyn Scudder joined the meeting at 4:16 pm.

1. **Meeting was called to order at 4:07 PM.**
   Vice-Chair Derek Siddoway welcomed everyone to the meeting.
2. **Public comment regarding items not on the agenda**
   Commissioner Siddoway opened the floor to public comment. Receiving none, the public comment period was closed.
3. **Discussion regarding draft Request for Proposal for Reconnaissance Level Survey of historic buildings.**
   Details of the RFP were discussed by the commission. It was explained that the RFP still needed to be reviewed by Clay Coleman, Summit County Procurement Officer as well as the County Attorney's Office.
   Commissioner Siddoway questioned the date for the submission of the final report from the consultant. He suggested it be moved to July 31, 2024 instead of August 31, 2024.
   Commissioner Gackle asked if there was a final report due from the Commission to the State Historic Preservation Office after the survey was completed.
   Joe Frazier indicated that nothing about a final report to the State HPO was included in the draft application or anywhere on the website.
   The Commission recommended that the RFP be forwarded to Clay Coleman for approval with the additions and edits mentioned above.
4. **Miscellaneous/Other Business**
   Commissioner Olson asked about bylaws as well as selecting a chair and vice-chair for the 2023 calendar year. It was recommended to have Ryan Stack and Joe Frazier try to locate any pre-existing bylaws. The bylaws can be reviewed at a later meeting. It was

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suggested that election of a chair and vice-chair be noticed on the agenda for the next meeting.

Adjournment

Commissioner Gackle moved that the meeting be adjourned. Second by Derek Siddoway. All voted in favor, meeting adjourned.

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Summit County Heritage and Landmark Commission

Regular Meeting Schedule – 2023

January 19, 2023

May 18, 2023

July 20, 2023

October 19, 2023

All meetings will convene at 4:00 PM.

Utah Certified Local Government (CLG) Program
Grant Application 2023-2024

The purpose of the CLG grant program is to assist local governments with their historic preservation activities. Only local governments that have achieved CLG status through the State Historic Preservation Office (SHPO) are eligible to apply. **Please review the CLG Grant Application Instructions before completing this application. Make certain that you carefully read all of the required criteria and provide clear answers to each question. These are competitively reviewed grants and incomplete answers will not score well.**

Email the completed application no later than EOD on **February 17, 2023** to:
Alena Franco, CLG Coordinator: afranco@utah.gov

Notification of grant awards will be made by mid-March. The grant period runs from April 1 through August 31 of the following year (16 months).

A. APPLICANT INFORMATION

Name of CLG: Summit County

Contact Person: Joe Frazier

Address: 60 North Main Street

City: Coalville **UT** **Zip:** 84017

Email: jfrazier@summitcounty.org

City or County DUNS #: 050513167

B. GRANT REQUEST/BUDGET SUMMARY

Grant Request: $10000.00 (This amount is reimbursable)

Local Match: $10000.00 (Same amount as Grant Request. Please do not include over-match.)

Total Project Budget: $20000.00 (Grant Request + Local Match. Should equal Total in Section C3.)

Match Source: County budgeted funds (Local govt. funds, private funds, other, etc.)

Match Type: Cash (Cash, in-kind services, etc.)

Signature (CLG Chair or Chief Elected Official) Title Date

PROPOSED SCOPE OF WORK

C1. PROJECT TYPES: Mark all of the project types that apply to your grant request. See *Appendix A* for details on project types. *ADDITIONAL DOCUMENTATION REQUIRED FOR DEVELOPMENT PROJECTS, SEE APPENDIX A*

- [x] Survey (RLS, ILS, Archaeological Survey)
- [ ] Development (rehabilitation work on National Register properties)
- [ ] National Register Nominations
- [ ] Pre-Development (architectural/engineering studies)
- [ ] Preservation Planning
- [ ] Education and Outreach
- [ ] Program Admin

Did you consult with the SHPO during the preparation of this application? [x] YES [ ] NO
Working with the SHPO staff is highly recommended.

C2. PROJECT DESCRIPTIONS: List and provide details for each activity checked above, including relevant details, such as the number of properties, proposed work, and/or final deliverables. **Refer to the CLG Grant Application Instructions for more details about what information to provide.**

Project Type and Description	Project Cost	Estimated Start & Completion Dates
Summit County CLG is planning a Reconnaissance Level Survey project for the North Summit County area. County purchasing policies require the CLG to complete an RFP process to select a qualified consultant to conduct the RLS. Depending on costs, it is hoped that between 500 - 600 properties can be included in the survey. The towns of Henefer, Echo, and Coalville will be the primary targets for the RLS. The final survey will be submitted to the SHPO as well as the Summit County CLG.	$20000	June 1, 2023 - July 31, 2024

C3. Public Benefit: Provide a detailed description of the community need your project will address. Why is this project needed? Who benefits from the completion of this project? How does this project have a beneficial impact on present and future preservation efforts of the CLG? Have you looked for other funding sources for the project?

It is nearly impossible for a community and a CLG to preserve historic structures without a clear understanding of what historic inventory currently exists. This survey will lay the groundwork for future preservation planning.
The primary areas covered in the RLS will be Henefer, Echo, and Coalville, with additional properties included as funds allow. Henefer has never had an RLS completed within the town boundaries. Echo had a survey completed around 2000 and needs an update. Coalville had a survey completed around 1987. All of these areas will benefit from a systematic survey of properties and the identification of historic structures.
The survey will be a first step in establishing priorities for future preservation efforts by the CLG. The information obtained from the survey will also help the Summit County Planning and Community Development Department work through zoning and development issues to minimize future disruption to historic properties and structures.
The Summit County CLG has not looked for funding from other sources for this project.

C4. PROJECT BUDGET: Itemize all of the costs that apply to your project. This grant requires a 50/50 match of local funds or donations.

- List the estimated costs for each activity indicated in the above section.
- **Program Administration costs are limited to 15% of the Total Project Budget.**

Project Type	Expenses	Costs
	City or County Employee_____hours at $_____per hour	
	City or County Employee_____hours at $_____per hour	
	Travel:____miles at 62¢ per mile	
	Travel:____miles at 62¢ per mile	
	Misc. office supplies, postage, etc.	
	Professional services:_____hours at $_____per hour	
	Professional services:_____hours at $_____per hour	
	Professional services:	
	Professional services:	
	Professional consultant,___buildings or sites at $_____each	
	Professional consultant,___buildings or sites at $_____each	
Survey	Professional consultant: RLS completed by consultant. RFP process	$20000
	Professional consultant:	
	Trained volunteers,____hours @ $16.20 per hour	
	Trained volunteers,____hours @ $16.20 per hour	
	Materials (specify)	
	Materials (specify)	
	Other costs (specify)	
	Other costs (specify)	
	Other costs (specify)	
	Other costs (specify)	
	Other costs (specify)	
	Total (must equal Total Project Budget in Section B, Page 1)	$20000

APPENDIX A -- Project Types

SURVEY

Reconnaissance Level Surveys (RLS): Systematic architectural surveys conducted by professional consultants or archaeological surveys conducted by qualified archaeologists. In the grant application, describe the survey area and the approximate number of buildings or sites. RLS products include photographs of buildings in the survey area, a survey map, computerized survey data (entered into Preservation Pro), and a survey report with recommendations for future research. The consultant rate is approximately $20-$30 per building. Archaeological surveys must generate completed UAS (Utah Archeological Site Form) forms for each site. Please consult with the SHPO when planning RLS projects. *Describe the geographic area of the survey (street boundaries if applicable) and the estimated total # of properties to be surveyed.*

Intensive Level Surveys (ILS): Historical documentation of buildings, OR, systematic archaeological survey involving comprehensive survey of all areas within survey boundaries. In the grant application, describe the survey area and the approximate number of buildings or sites. Archaeological and historic site consultants must meet professional requirements (contact SHPO for details). Whether completed by professional consultants or trained volunteers, the documentation must meet SHPO standards. Costs vary but consultants can typically charge $1,000-$2,000 per building and potentially $30/acre for archaeological survey (above a baseline report writing cost). Please consult with the SHPO when planning ILS projects. *List the street addresses of properties to be surveyed.*

DEVELOPMENT (rehabilitation/stabilization work on National Register properties)

Development activities include labor and material costs for rehabilitating National Register properties and stabilizing and/or testing archaeological resources (must be on the National Register prior to application). As part of the development grant, the property owner will be required to sign a Preservation Agreement (SHPO will provide). A Preservation Agreement obligates the owner to maintain the property for a period of five years so as to preserve its historical significance and character-defining features.

List the National Register property (street address) that will have rehabilitation work done. Describe the proposed work items in detail. All proposed work must meet the Secretary of the Interior's "Standards for Rehabilitation." Detailed answers give the panel a better understanding of your project and will be helpful in the panel review. ***A CLG may include 1-2 different properties at the maximum for this project.***

Submit with your application the following documentation:

1. Pre-construction documentation such as feasibility studies, reports, plans, etc. if applying for more than $10K.
2. Photos (JPEGs) of an overall view of the building and each proposed work area.

NATIONAL REGISTER NOMINATIONS

This involves completing registration forms and all supporting documentation (maps, prints, image files on CD, copies of research, etc.) required for National Register designation. It is usually best to hire a consultant to complete these complex forms. Consultants must meet professional requirements (see Appendix B). While the range of costs vary the typical amount is roughly $2,000-$4,000 per individual nomination; $8,000-$15,000 for historic district nominations (if surveys are already completed); and $10,000-$15,000 for Multiple Property Submission (MPS) overview documents.

PRE-DEVELOPMENT (architectural/engineering studies)

Preparation of feasibility studies, working drawings, and specifications for the rehabilitation, preservation, and stabilization of properties eligible for the National Register. Projects must meet the Secretary of the Interior's "Standards for Rehabilitation and should be performed by appropriate professionals.

PRESERVATION PLANNING

Includes administering a local historic preservation program, conducting historic preservation commission meetings, preparing or updating local historic preservation plans, ordinances, design guidelines, and related activities.

EDUCATION & OUTREACH

Projects that involve historic buildings and archaeological sites are eligible. Briefly describe the proposed project, specify the type and quantity of the "products," and break down the costs as specifically as possible.
Eligible educational activities include:

- Developing websites, apps, and social media offerings focused on historic properties;
- Preparing and printing walking-tour brochures;
- Archaeology and Preservation Month activities (lectures, presentations, awards, etc.);
- Attending/participating in historic preservation-related conferences and workshops.

Ineligible educational activities include:

- General local history research and educational materials (e.g. local history books);
- Museum-related activities such as collection care and exhibits;
- Most interpretive markers and plaques, including National Register plaques, are not an eligible expense (consult with SHPO for details).

Please note that all **published/printed materials**, whether hard-copy or electronic, must include two paragraphs of specific language required by the National Park Service. Contact the SHPO for details.

PROGRAM ADMINISTRATION

Includes staff and office expenses associated with administering the CLG grant, including contract management, soliciting bids, preparing reimbursement requests, etc. Expenses for conducting historic preservation commission meetings and related activities should be included under Preservation Planning.
Program administration costs are limited to 15% of the total project budget.

The Utah State Historic Preservation Office (SHPO) and the Certified Local Government (CLG) program receive Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.

Request for Proposal
North Summit County Reconnaissance Level Survey

RFP: North Summit County Reconnaissance Level Survey	**Proposal Due By**: May 1, 2023	**Summit County Heritage and Landmark Commission**

Project Overview:

Summit County, on recommendation of its Heritage and Landmark Commission (SCHLC), is soliciting proposals from qualified firms to perform a Reconnaissance Level Survey of structures in selected areas of the county.

Budget is not to exceed $20,000.

Proposals will be accepted only from firms that are free of all obligation and interests that might conflict with the best interest of Summit County and have the capacity to provide services on a timely basis.

Respondents must address the needs and requirements stated in the Scope of Work of this RFP, and are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP or subsequent agreement. The submitted proposal and this RFP become a part of the subsequent agreement.

Project Timeline

Summit County reserves the right to modify the following schedule at its discretion:

- RFP Available – March 20, 2023
- Deadline for Questions – April 26, 2023
- Deadline for Proposals Submission – May 1, 2023, 5:00 PM MST.
- Interviews (if necessary) – May 11, 2023
- Consultant Selected/Notified – June 1, 2023
- Anticipated Contract Commencement – June 15, 2023

SCOPE OF WORK:

Reconnaissance Level Survey (RLS) is defined as: Systematic architectural surveys conducted by professional consultants. RLS product shall include photographs of buildings in the survey area, a survey map, computerized survey data entered into Preservation Pro, and a survey report with recommendations for future research.

- The desired outcome for this service is a complete RLS of approximately 500 – 600 properties in selected areas of the county.
- The selected areas may be but are not limited to – Henefer, Echo, Coalville, Hoytsville, and Wanship, related zip codes are 84033, 84024, and 84017.
- The finished product will include photographs of buildings in the area, a survey map, computerized survey data entered into Preservation Pro, and a survey report with recommendations for future research.
- Final copies of the report will be submitted to SCHLC and the Utah State Historic Preservation Office.
- Anticipated project completion, including all deliverables and invoicing, shall be on or before July 31, 2024.

SUBMISSION REQUIREMENTS:

- **Firm's Qualifications.** Provide a brief description of your firm, the scope and nature of services routinely provided by your firm on projects of this nature and its capabilities.
- **Relevant Experience.** Provide detailed relevant experience of three projects similar in scope and size which shall include the following: name of client, contact person and their current phone, brief description of service performed, date of services, and final contract amount and any other pertinent information regarding experience.
- **Project Schedule.** Indicate time for key tasks of this RFP.
- **Proposed Fee.** Include budget details for completing the key tasks.
- **Inquiries**. All inquiries or questions relating to this RFP must be conducted through the query system in SciQuest (link below).

SUBMISSION PROCEDURE AND PROPOSAL CONTENT:

- Proposals shall be submitted no later than 5:00 p.m. local time on May 1, 2023; all responses to this RFP must be submitted through the state procurement system SciQuest. Only bids received via SciQuest will be considered. https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah
- All Proposals must include a cover letter indicating the Respondent's name, address, telephone number, and an email address. The Proposal must be signed by an authorized representative of Respondent's firm. The signature on the proposal shall be interpreted to signify the proposer's intent to comply with all required services.
- Phone calls or in person visits are prohibited except for the express purpose of conducting a site visit if the Respondent believes it necessary for the submittal of their proposal. Do not contact any other Department or other County officers or employees regarding this proposal. All questions and answers posed will be forwarded to all

interested persons or firms through SciQuest.

- Summit County reserves the right to reject any or all proposals, to waive any informality or technicality or to accept proposals deemed in the best interest of the County.
- Proposals received after the deadline will not be considered and will be returned unopened to the proposers.
- The proposal shall not exceed 20 pages, exclusive of covers and dividers. Materials shall be 8½" x 11", not less than 11 point font. Charts may be in 8½" x 17" landscape style format, may use up to 2 separate pages and are included in the total page count.
- All proposals shall become the property of Summit County.
- Information contained in the proposal must be clearly marked and delineated. Summit County may release any information contained in the proposal that is not marked and delineated as proprietary 30 days following execution of a contract for services.

SELECTION CRITERIA:

This is not a bid process. Selection will be primarily based on qualifications. The first firm of choice will be asked to complete negotiations of their proposed fee. If no agreement can be reached, which is mutually accepted and agreed upon, then Summit County will meet with the second firm of choice and so on, until a final agreement has been negotiated and executed.

Evaluation Metrics and Criteria:

- 30% - **Firm's Qualifications.**
- 30% - **Relevant Experience.**
- 10% - **Project Schedule.**
- 30% - **Proposed Fee**.

TERMS OF CONTRACT:

Summit County will require that the selected proposer be willing to negotiate, and to enter into, a written agreement with the County to provide all services required within the scope of services as submitted by the proposer in its proposal. The County Manager's Office, working with the selected proposer, will negotiate the agreement. All provisions of the agreement will be in compliance with State and Federal laws. Adequate and satisfactory insurance is also required, including general liability, automobile, and workers' compensation.

GENERAL INFORMATION:

- Response to this Request for Proposal is at the proposer's sole risk and expense. Summit County anticipates selecting one of the responding proposers, but there is no guarantee that any responding proposer will be selected.

- It is Summit County's policy to encourage equal opportunity in its professional services and contracts. The County endeavors to do business with proposers that share the

County's commitment to equal opportunity and will not do business with any proposer that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

- Summit County appreciates in advance the efforts that proposers will make on behalf of this project and looks forward to participating with proposers in the selection process.

- All questions, comments, and requests for information regarding this RFP shall be directed to SciQuest where the RFP has been posted. Any additional information or answering of questions will be posted to everyone. No other members of Summit County's Selection Committee, County Staff, or Elected Officials may be contacted regarding this RFP.

ATTACHMENT A

SUMMIT COUNTY STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. DEFINITIONS: The following terms shall have the meanings set forth below:

(a) **"Confidential Information"** means information that is deemed as confidential under applicable state, and federal laws including personal information. The County reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under county ordinances and state and federal laws.

(b) **"Contract"** means the Contract Cover and Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.

(c) "**Contract Cover and Signature Page(s)"** means the Summit County cover page(s) and signature page that Summit County and Contractor sign.

(d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.

(e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to Summit County under this Contract.

(f) **"Party or Parties"** means Summit County and the Contractor.

(g) **"Procurement Item"** means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to Summit County under this Contract.

(h) "**Records**" means all books, records, documents, statements, reports, data, information, and other material with respect to the matters covered, directly or indirectly, by this Contract, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract.

(h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to Summit County's Solicitation.

(i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in the Summit County Procurement Code.

(j) **"Solicitation"** means the documents used by Summit County to obtain Contractor's Proposal.

(k) "**Summit County"** means Summit County, Utah, a body corporate and politic of the State of Utah.

(l) "**Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

(m) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contract's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by Summit County. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Summit County, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property.

2. GOVERNING LAW AND VENUE: This Contract has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each Party hereto that this Contract shall be governed by the laws, rules, and regulations of Summit County and the State of Utah, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Summit County, the Silver Summit District Court, Third Judicial District.

3. LAWS AND REGULATIONS: At all times during this Contract, Contractor and all procurement Items delivered and/or performed under this Contract will comply with all applicable Summit County, state and federal constitutions, laws, rules, ordinances, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

4. RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all Records and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Contract. These Records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall, at such times and in such form as the County may require, make available for examination by the County, its authorized representatives, the State Auditor, Federal Auditors or other governmental officials authorized by law to monitor this Contract, all such Records. The County may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Contractor's activities, which relate directly or indirectly to this Contract.

5. **PERMITS:** If necessary, Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.

6. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify," applies to contracts issued through a request for proposal process and to sole source contracts.

(a) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in Summit County in accordance with applicable immigration laws.

(b) Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in Summit County in accordance with applicable immigration laws.

(c) Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of Summit County, unless disclosure has been made to Summit County.

8. INDEPENDENT CONTRACTOR:

(a) Contractor and Subcontractor(s), in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of Summit County.

(b) No agent, employee, or representative of Contractor or Subcontractor(s) shall be deemed to be an employee, agent, or representative of the County for any purpose, and the employees of the Contractor and Subcontractor(s) are not entitled to any of the benefits the County provides for its employees. The Contractor or Subcontractor(s) will be solely and entirely responsible for their acts and for the acts of their agents, employees, representatives during the performance of this Contract.

(c) In the performance of the services herein contemplated Contractor and Subcontractor(s) are independent contractors with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof.

9. CONTRACTOR RESPONSIBILITY: Contractor is solely responsible for fulfilling the Contract, with

responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to Summit County under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

10. INDEMNITY:

(a) Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless Summit County from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance or failure to perform any aspect of this Contract to the extent caused by any intentional wrongful act or omission, or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole intentional wrongful act or omission, or negligence of Summit County. The Parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property arising out of this Contract.

(b) The Contractor and Subcontractor(s) expressly agree that the indemnification provided herein constitutes the Contractor and Subcontractor(s) limited waiver of immunity as an employer under Utah Code §34A-2-105, as amended; provided, however, this waiver shall apply only to the extent an employee of the Contractor or Subcontractor claims or recovers compensation from the County for a loss or injury that Contractor or Subcontractor would be obligated to indemnify the County for under this Contract. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

11. EMPLOYMENT PRACTICES: Contractor agrees to abide by the Summit County Code, Title 1, Chapter 15B and federal and state employment laws, including: (a) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (b) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (c) 45 CFR 90, which prohibits discrimination on the basis of age; and (d) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. If any assignment or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions of this section.

12. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the Parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. DEBARMENT: Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify Summit County within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. TERMINATION:

(a) This Contract may be terminated, with cause by either Party, in advance of the specified termination date, upon written notice given by the non-defaulting Party to the Party in violation (the "Default Notice"). The Party in violation will be given ten (10) days after receipt of the Default Notice to cure the violation. In the event the Party in violation fails to cure, the non-defaulting Party may terminate the Contract for cause by sending the Party in violation a termination notice (the "Termination Notice").

(b) This Contract may also be terminated without cause (for convenience), in advance of the specified termination date, by Summit County, upon thirty (30) days written termination notice being given to the Contractor (the "Termination for Convenience Notice").

(c) Summit County and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

(d) On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

(e) Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the Termination Notice or Termination for Convenience Notice. Contractor agrees that in the event of a termination, the remedy and monetary recovery from Summit County is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall Summit County be liable to the Contractor for compensation for any services neither requested by Summit County nor satisfactorily performed by the Contractor. In no event shall Summit County's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to Summit County for any damages or claims arising under this Contract.

(f) If the Contractor or any of its Subcontractor(s) have any property in their possession belonging to Summit County, the Contractor will account for the same, and dispose of it in a manner directed by Summit County.

15. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:

(a) Summit County intends to request the appropriation of funds to be paid for the services provided by Contractor under this Contract. If funds are not available beyond December 31 of any effective fiscal year of this Contract, Summit County's obligation for performance of this Contract beyond that date shall be null and void. This Contract shall create no obligation on Summit 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 Contract or any event of default under this Contract 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 Contract, or any portion thereof, which may terminate and become null and void.

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

(c) Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of Summit County, if Summit County reasonably determines that a change in the Summit County Code, Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Contract.

(d) If a written notice is delivered under this section, Summit County will reimburse Contractor for the Services properly ordered until the effective date of said notice. Summit County will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. MODIFICATIONS TO TASKS: All work proposed by Contractor is based on current government ordinances and fees in effect as of the date of this Contract. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra costs” or deleted from the scope, at the option of Summit County.

17. SUSPENSION OF WORK: Should circumstances arise which would cause Summit County to suspend Contractor’s responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor’s responsibilities may be reinstated upon advance formal written notice from Summit County.

18. SALES TAX EXEMPTION: The Services under this Contract will be paid for from Summit County’s funds and used in the exercise of Summit County’s essential functions as a political subdivision of the State of Utah. Upon request, Summit County will provide Contractor with its sales tax exemption number. It is Contractor’s responsibility to request Summit County’s sales tax exemption number. It is also Contractor’s responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

19. WARRANTY OF PROCUREMENT ITEM(S): Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to Summit County under this Contract. Contractor warrants for a period of one (1) year that: (a) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (b) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (c) the Procurement Item(s) are suitable for any special

purposes identified in the Contractor's Response; (d) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (e) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (f) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to Summit County under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to Summit County within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies Summit County may otherwise have under this Contract.

20. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

(a) Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract, at the following minimum: Bodily Injury by Accident Five Hundred Thousand Dollars ($500,000.00) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars ($500,000.00) each employee, Five Hundred Thousand Dollar ($500,000.00) policy limit.

(b) Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than One Million Dollars ($1,000,000.00) per person per occurrence and Three Million Dollars ($3,000,000.00) aggregate. Contractor agrees to increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Utah Code §63G-7-604, as amended and as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

(c) Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Contract, whether owned, non-owned, leased, or hired. The minimum liability limit must be Two Million Dollars ($2,000,000.00) per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

(d) Professional liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars ($1,000,000.00) per occurrence. If written on a claims-made basis, the Contractor warrants that the retroactive date applicable to coverage precedes the effective date of this Contract; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this Contract is complete.

(e) Technology Errors and Omissions Insurance with a limit of not less than Five Million Dollars ($5,000,000.00) for damages arising from computer related services including but not limited to the following:

- Consulting;
- Data Processing;
- Programming;
- System Integration;
- Hardware or Software Development;
- Installation;
- Distribution or Maintenance;
- Systems Analysis or Design;
- Training; and
- Staffing or Other Support Services.

This policy shall include coverage for third Party fidelity, including cyber theft.

(f) Summit County shall be named as an additional insured on all insurance policies set forth in this section, with respect to work performed by or on behalf of Contractor and a copy of the endorsement naming Summit County as an additional insured shall be attached to the Certificate of Insurance. Should any of the above-described policies be cancelled before the expiration date thereof, Contractor shall deliver notice to Summit County within thirty (30) days of cancellation. Summit County reserves the right to request certified copies of any required policies. The additional insured protection afforded Summit County must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of Summit County.

(g) Contractor's insurance policies set forth herein shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(h) Certificates of Insurance, showing up-to-date coverage, shall be on file with Summit County before the Contract may commence.

(i) Summit County reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

21. PUBLIC INFORMATION: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah Government Records Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2, as amended. Contractor gives Summit County express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by Summit County, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Summit County is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

22. DELIVERY: All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or

damage will remain with Contractor until final inspection and acceptance when responsibility will pass to Summit County, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

23. ACCEPTANCE AND REJECTION:

(a) Summit County shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Summit County.

(b) If Contractor delivers nonconforming Services, Summit County may, at its option and at Contactor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

24. INVOICING: Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to Summit County. The Contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by Summit County will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. Summit County has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or Summit County Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by Summit County, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with Summit County within ten (10) business days of receipt of final payment, shall release Summit County from all claims and liability to the Contractor. Summit County's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Summit County may have against Contractor. Summit County will not allow the Contractor to charge end users electronic payment fees of any kind.

26. WORK ON SUMMIT COUNTY OR ELIGIBLE USER PREMISES: Contractor shall ensure that personnel working on Summit County or eligible user premises shall: (a) abide by all of the rules, regulations, and policies of the premises; (b) remain in authorized areas; (c) follow all instructions; and (d) be subject to a background check, prior to entering the premises. Summit County may remove any individual for a violation hereunder.

27. CHANGES IN SCOPE: Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both Parties, specifying any such changes, fee adjustments, any adjustment in

time of performance, or any other significant factors arising from the changes in the scope of Services.

28. PERFORMANCE EVALUATION: Summit County may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

29. REVIEWS: Summit County reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

30. ASSIGNMENT: Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Summit County. It is further agreed that said approval must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment or subcontract. Any assignment or subcontract made without the prior express written approval of Summit County shall be deemed null and void.

31. REMEDIES: Any of the following events will constitute cause for Summit County to declare Contractor in default of this Contract: (a) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (b) Contractor's material breach of any term or condition of this Contract. Summit County may issue a Default Notice providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, Summit County may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract by giving a Termination Notice; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from Summit County; or (v) demand a full refund of any payment that Summit County has made to Contractor under this Contract for Services that do not conform to this Contract.

32. FORCE MAJEURE: Neither Party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that Party's reasonable control. Summit County may terminate this Contract after determining such delay will prevent successful performance of this Contract.

33. CONFIDENTIALITY:

(a) If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify Summit County of any potential or actual misuse or misappropriation of Confidential Information.

(b) Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend Summit County, including anyone for whom Summit County is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

(c) Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to Summit County or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

34. PUBLICITY: Contractor shall submit to Summit County for written approval all advertising and publicity matters relating to this Contract. It is within Summit County's sole discretion whether to provide approval, which must be done in writing.

35. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor will indemnify and hold Summit County harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Summit County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The Parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

36. OWNERSHIP IN CUSTOM DELIVERABLES: In the event that Contractor provides Custom Deliverables to Summit County, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for Summit County and are specifically within the framework of fulfilling Contractor's contractual obligations under this Contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to Summit County, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to Summit County any and all copyrights in and to the Custom Deliverables, subject to the following:

(a) Contractor has received payment for the Custom Deliverables;

(b) Each Party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by laws to inventions models, designs and technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this Contract or that it develops or acquires from activities independent of the Services performed under this Contract ("Background IP"); and

(c) Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (i) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (ii) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which

are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Summit County (collectively, the "Residual IP").

Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by Summit County.

Contractor agrees to grant to Summit County a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for Summit County to use the Custom Deliverables. Summit County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for Summit County's internal purposes, such Custom Deliverables. For the goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants Summit County a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for Summit County's internal business operation under this Contract. Summit County may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

37. OWNERSHIP IN INTELLECTUAL PROPERTY: Summit County and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to Summit County.

38. WAIVER: No failure of the Parties to exercise any power given to it under this Contract, or to insist upon strict compliance by the other Party with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of that Party's right to demand exact compliance with those terms upon any subsequent default. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party.

39. PROCUREMENT ETHICS:

(a) Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Summit County is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Summit County, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

(b) Contractor represents that it has not: (i) provided an illegal gift to any Summit County officer or employee, or former Summit County officer or employee, or to any

relative or business entity of a Summit County officer or employee, or relative or business entity of a former Summit County officer or employee; (ii) 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; (iii) breached any of the ethical standards set forth in State statute; or (iv) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former Summit County officer or employee to breach any of the ethical standards set forth in State statute or Summit County ordinances.

(c) None of the funds, materials, property or services provided directly or indirectly under the Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

40. MISCELLANEOUS PROVISIONS: Summit County shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the agreed upon services.

41. DISPUTE RESOLUTION: Prior to either Party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. Summit County, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Summit County appoints such an expert or panel, Summit County and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

42. GOVERNMENTAL IMMUNITY: Summit County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code §§ 63G-7-101, *et. seq*., as amended. The Parties agree that Summit County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Contract shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

43. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS (URS): Summit County is a URS "participating employer." Entering into this Contract with Summit County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code § 49-11-504-505, as amended. In addition, Contractor is required to immediately notify Summit County if a retiree of URS is the Contractor; or an owner, operator, or principal of the Contractor.

44. INTERPRETATION; NOTICES:

(a) The terms of this Contract constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party.

(b) Notice provided for in this Contract shall be sent by certified mail return receipt requested to the addresses designated for the Parties on the Contract Cover and Signature page(s). Notice is effective upon the date it was sent, except that a Termination Notice is effective upon receipt.

(c) All reference to "days" in this Contract shall mean calendar days.

45. CONTRACTOR EMPLOYEES: Summit County may, at its sole discretion, require the Contractor to remove an employee(s), agent(s), or representative(s) from employment on the Work Product. The Contractor may, however, employ that (those) individual(s) on other non-County related projects.

46. NO THIRD-PARTY BENEFICIARIES: No term or provision of this Contract or the attachments hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

47. SUCCESSORS AND ASSIGNS: This Contract shall inure to the benefit of, and will be binding upon, the Parties hereto and their respective successors and assigns.

48. ORDER OF PRECEDENCE: In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (a) this Attachment A; (b) Contract Cover and Signature page(s); (c) Summit County's additional terms and conditions, if any; (d) any other attachments listed on the Contract Cover and Signature Page(s); and (e) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of Summit County must be in writing and attached to this Contract or it is rendered null and void.

49. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice Summit County's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Confidentiality, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), and Contractor's Insurance Responsibility.

50. SEVERABILITY:

(a) If, for any reason, any part, term, or provision of this Contract is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be

construed and enforced as if this Contract did not contain the particular provision held to be invalid.

(b) If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

51. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

52. ERRORS AND OMISSIONS: Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify Summit County of any errors and/or omissions that are discovered.