



REQUEST FOR PROPOSALS

Library Telephone Equipment Analysis and Strategic Plan Support

SUBMITTAL DEADLINE: October 30 at 5 p.m. MST

I. **PURPOSE**

Salt Lake County Library seeks a consultant with a qualified firm that will perform a telephone services and equipment analysis and strategic plan.

II. **TERM OF AGREEMENT**

The phone services and equipment analysis and strategic plan must be completed no later than December 31, 2009.

III. **SCOPE OF WORK**

For successful completion of the services required, the selected consultant will perform the following tasks:

- Evaluate capacity requirements.
- Evaluate and inventory existing phone hardware and software at 20 Library locations within Salt Lake County.
- Review strategic plans for growth.
- Assist with the development and integration of disaster recovery options.
- Propose any cost saving alternatives discovered during project.
- Assist the Library with development of a strategic plan and organizational direction for voice and data communications networking over the next three and five years.
- Develop a telecommunications platform for efficient migration to new technology and service offerings.
- Provide a written and verbal report on findings and recommendations.

LIST OF DELIVERABLES

- 1) A complete inventory of the existing Nortel Hardware and Software.
- 2) An estimate of the current value of that Hardware and Software.
- 3) A complete Inventory of the Network Circuits used in the Library System.
- 4) An evaluation of the existing cost of Maintenance and Support on the current Hardware, Software, and Network Circuits.
- 5) Analysis and costs of the following four options:

Option 1 – Remaining with the existing system and adding the necessary Hardware, Software, and Network Circuits and the Maintenance Options and projected costs of Maintenance for this option.

Option 2 – Upgrading the existing Nortel Hardware, Software, and Network Circuits and the Maintenance Options and projected costs of Maintenance for this option.

Option 3 – Replacement of the existing system with Cisco Hardware, Software, and the Maintenance Options and projected costs of Maintenance for this option.

Option 4—Replacement of the existing system with another leading manufacturer's Hardware, Software, and the Maintenance Options and projected costs of Maintenance for this option.

- 6) A summary report evaluating these options with the recommendations of the consulting firm, their evaluation criteria, and their rational for the recommendation. Projected maintenance costs will be projected for 3, 5, and 7 year periods depending on the projected life cycle of the equipment and circuits.

IV. **COSTS & FEES**

A. The Proposal shall include a “Not To Exceed” price of \$15,000 or less for services rendered.

B. The “Not to Exceed” Fee shall include all reimbursable travel costs, phone, fax, project printing, etc.

C. Payment will be made upon acceptance of the report submitted. Payment terms are Net-30 days after receiving an invoice

V. **PROPOSAL SUBMISSION REQUIREMENTS and EVALUATION WEIGHT**

All proposals submitted for evaluation must include the following information:

25% 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. Include resumes of those principals, partners and other key project staff members who will be directly involved in the overall consulting effort.

30% Relevant Experience. Provide detailed relevant experience of three similar projects 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.

10% Proposed Approach. Describe how your firm will approach each task of the

project. Give a description of the methodology to be employed in completing the tasks and deliverables of this RFP.

15% Project Schedule. Indicate time for key tasks of this RFP.

20% Proposed Fee. See section IV concerning fee. The County may consider a local preference (Attachment A) and a preference for providing health insurance (Attachment B).

VI. SUBMISSION OF PROPOSALS

DEADLINE: October 30 at 5 p.m. MST

Proposals will be accepted until **5:00 pm Mountain Standard Time on Friday, October 30, 2009.**

Please e-mail all proposals to scondie@slcolibrary.org. No responses will be accepted after that date and time.

Questions regarding this RFP may be directed to Skip Condie, the Library's Network Manager at 801-944-7554.

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.

VII. WRITTEN AGREEMENT REQUIRED

The selected consultant must be willing to enter into a written agreement with Salt Lake County (Attachment C).

Attachment A

Preference Given for Local Business

The County Council passed a policy that County purchases shall be awarded through a local preference system.

A local preference may accrue to a vendor who submits the low, responsive price for a goods and/or services contract if other factors are met. To be considered for a preference, offerors must agree to provide a complete and signed Local Certification Form, which includes a street address within the County that is not a post office box, a copy of a current business license issued by the County or any of the cities within the boundaries of the County and proof of registration with the State of Utah of an authorized agent to accept service of process. In addition, offeror must maintain local business status and current business license as required for the period of the contract. Completion of required information under the Alternative A portion of this document shall serve as compliance of submittal of a Local Certification Form.

For the preference to apply, the preferred offeror's price cannot be higher than 104% of the lowest offeror who does not claim a preference for award of this contract if the total amount of the contract is under \$250,000. If the amount of the contract is between \$250,001 and \$1,000,000 the offeror's price cannot be higher than 101% of the low offeror who does not claim a preference for this award of contract. For contracts of \$1,000,001 and greater, the preferred offeror's bid cannot be higher than \$50,000 of the low offeror who does not claim a preference for award of this contract.

- ☐ **Alternative A** shall be to complete a signed Local Certification Form, which includes a street address within the County that is not a post office box, a copy of a current business license issued by the County or any of the cities within the boundaries of the County and proof of registration with the State of Utah of an authorized agent to accept service of process. If marking this box as requesting Alternative A, please complete the Local Certification Form on page 2 of this Attachment A and submit required documentation with bid response.
- ☐ **Alternative B** Marking this box as Alternative B the vendor is choosing not to submit under a local preference.

If no Alternative A bids are submitted or the Alternative A bid does not fall within the limits shown above, the bid will be awarded to the lowest responsive responsible bidder without preference.

Vendors may qualify for either the health care preference or the local business preference, but not both.

If required documents are not submitted with the solicitation requesting Alternative A preference, documentation must be provided within (5) five days after being notified that their bid is under consideration for award based upon this preference. If the documentation is not received within the five-day limit, the County will disqualify the preference status.

The County will have the right to monitor the contractor's compliance with requirements for local preference status. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the contractor.

Local Preference Certification Form

(Offeror to provide documentation qualifying them for local preference as stated)

Company Name: _____

Street Address: _____

Signature of Authorized Agent: _____

Proof of Registration with the State of Utah: _____

Copy of Business License within Salt Lake County Attached:

☐ Yes ☐ No

Business License Number: _____

Business License Issue Date: _____

Attachment B

Preference Given for Health Benefit to Employees

The County Council passed a resolution that service contracts shall be awarded through a preference system. Service contracts may include services combined with goods.

A preference may accrue to a vendor who submits the lowest price to a solicitation for a service contract if other factors are met. To be considered for a preference, offerors must agree to provide at least catastrophic health benefits* to their employees for the period of time covered under a contract awarded from this RFP. The contract period will include all option years and extension periods.

For the preference to apply, the preferred offeror's price cannot be higher than 104% of the lowest offeror who does not claim a preference for award of this contract if the total amount of the contract is under \$250,000. If the amount of the contract is between \$250,001 and \$1,000,000 the offeror's price cannot be higher than 101% of the low offeror who does not claim a preference for this award of contract. For contracts of \$1,000,001 and greater, the preferred offeror's bid cannot be higher than \$50,000 of the low offeror who does not claim a preference for award of this contract.

Please refer to the "Evaluation Criteria" section of the RFP for weighting of the proposed fee. An offer that falls within the preference guidelines will be given a higher rating on the proposed fee criteria.

Proposers may submit offers as described below. Proposers are not required to submit both alternates and may submit under either format. Proposers may also submit under both alternatives. The formats are:

Alternate A shall be the offer to provide services under a contract while providing their employees with at least catastrophic health care benefits as defined below.

Alternate B shall be the offer to provide services under the contract but not providing their employees with health benefits as defined below.

Your proposal must state if you are requesting Alternate A preference.

If there are no Alternate A offers submitted or the Alternate A offer does not fall within the limits shown above, the preference will not be part of the evaluation process.

A signed letter from the offeror's health insurance carrier or agent must accompany the Alternate A preference request. The letter from the carrier or agent must state the policy period or dates of coverage and that the policy provides health insurance coverage for all employees at least equivalent to Catastrophic Health Benefits as defined below.

Proposals should not contain any documents that provide personally identifying information (i.e. protected health information) including but not limited to the Social Security numbers of, or any private health information about the employees covered under the health insurance program.

If not submitted with the proposal requesting Alternate A preference, evidence of catastrophic health benefits must be provided within (5) five days after being notified that the Mayor has approved award of the contract to your firm. If the proof of this insurance coverage is not received within the five-day limit, the County will disqualify the preference status. The health benefit must be in effect prior to submission of the bid package.

The County will have the right to monitor the contractor's compliance when providing the health benefit. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the contractor.

* "Catastrophic Health Benefits" are defined in County policy as a policy of insurance for health care coverage of all medical-related expenses arising from catastrophic events, and which shall provide for coverage of affected employees and their families after payment by said employees of initial charges of \$3,000 for a single covered individual for medical costs arising out of any one catastrophic event, and initial charges of \$5,000 of two or more covered individuals for medical costs arising out of any one catastrophic event.

Alternate A – Pricing Schedule

(Offeror to provide services while providing employees catastrophic health benefits)

Alternate B – Pricing Schedule

(Offeror to provide services while NOT providing employee catastrophic health benefits)

AGREEMENT FOR EXPEDITED CONSULTANT SERVICES
SALT LAKE COUNTY AND _____
[County Ordinance 3.24.070 -- Not to Exceed \$15,000.00]

This Agreement is made and entered into this _____ day of _____, 2009, by and between Salt Lake County, a body corporate and politic of the State of Utah ("COUNTY"), and _____, a(n) (check the applicable designation)

☐ individual ☐ limited partnership
☐ proprietorship ☐ corporation of the State of _____
☐ general partnership ☐ limited liability company of the State of _____
☐ other: _____,

with its principal place of business (address)

_____ ("CONSULTANT").

NOW, THEREFORE, in exchange for valuable consideration, including without limitation, the mutual covenants, agreements and representations contained in this Agreement, the receipt of which is acknowledged, County and Consultant, with the intent to be legally bound, covenant and agree as follows:

1. SCOPE OF SERVICES.

Consultant agrees to provide the services to County as outlined in that certain Expedited Consultant Selection Request, which is attached as Exhibit 1 and incorporated into this Agreement by reference as though fully set forth. The services specified in said Exhibit 1 may be modified by Consultant's response to County's request for services. Modifications, if any, are set forth in the Consultant's response, which is attached as Exhibit 2 and incorporated into this Agreement by this reference.

2. CONSIDERATION.

County shall pay Consultant for the services provided by Consultant under this Agreement according to the specifics for consideration set forth in the attached Exhibit 1 and/or Exhibit 2 (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 the County of Consultant's invoice for said installment payment which invoice shall set forth in detail the services provided and for which the 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 Consultant 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 Consultant and receipt of an invoice from Consultant for said services.

If services will be performed and billed on a monthly basis, Consultant will submit an invoice to County within 15 days following the end of the month. Consultant'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 Consultant in the performance of services under this Agreement. If County agrees to reimburse Consultant for costs and expenses incurred, County will only reimburse Consultant for reasonable costs and expenses, at the County's sole discretion.

In no event will the total amount of consideration paid by County under this Agreement exceed \$15,000.00, including all fees and expenses. Further, County retains the right to deduct any claims it may have against Consultant from any payment demanded by Consultant under this Agreement.

3. EFFECTIVE DATE/TERM.

This Agreement shall be effective upon execution by both parties and shall continue for a period of one year from the date of execution ("Term"), unless a shorter period of time for performance is agreed to by the Parties.

4. INDEPENDENT CONTRACTOR AND TAXES.

The relationship of County and Consultant 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; worker's 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 Consultant of employer and employee, partners or joint venturers.

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

5. COUNTY REPRESENTATIVE.

County hereby appoints _____ as the County Representative to assist in the administrative management of this Agreement and to coordinate performance of the services to be provided by Consultant under this Agreement.

6. CONSULTANT REPRESENTATIVE.

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

7. STANDARD OF PERFORMANCE/PROFESSIONALISM.

Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a

manner that will promote the best interests of the County. Consultant 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.

8. INDEMNIFICATION.

Consultant agrees to indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Consultant, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

9. 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. §§ 63-30d-101, et. seq. (1953, as amended). The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

County represents that it is self-insured pursuant to the provisions of Section 63-30d-801 of the Utah Code.

10. NON-FUNDING CLAUSE.

County intends to request the appropriation of funds to be paid for the services provided by Consultant under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Consultant, 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 Consultant of said non-funding and the termination of this Agreement, and in no event, later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

11. AGENCY.

No agent, employee or servant of Consultant 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 worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Consultant 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. Consultant 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 Consultant is an independent contractor.

12. NO OFFICER OR EMPLOYEE INTEREST.

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance

of this Agreement. No officer or employee of Consultant 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 Consultant's operations, or authorizes funding or payments to Consultant.

13. ETHICAL STANDARDS.

Consultant 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 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 State statute or Salt Lake County ordinances.

14. 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. Consultant acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Consultant further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

15. PUBLIC FUNDS AND PUBLIC MONIES.

A. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Consultant's possession.

B. Consultant's Obligation: Consultant, 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. Consultant understands that it, its officers, and employees may be criminally liable under Utah Code Ann. ' 76-8-402, for misuse of public funds or monies. Consultant expressly understands that County may monitor the expenditure of public funds by Consultant. Consultant expressly understands that County may withhold funds or require repayment of funds from Consultant for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

16. AFFIDAVITS.

Upon the execution of this Agreement and if requested by County, Consultant will submit a sworn affidavit from each officer, employee, or agent of Consultant who has been in contact or communicated with any officer, agent or employee of County during the past calendar year

concerning the provision of these goods and services. The affidavit shall contain the following statement:

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

17. TERMINATION.

17.1 Termination for Default. County may terminate this Agreement for an "Event of Default" as defined, upon written notice from County to Consultant.

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

17.3 Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment hereunder 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.

17.4 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 60 days, Consultant or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

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

17.6 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 the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Consultant at least thirty (30) days prior to the date of termination for convenience. Upon such termination, Consultant shall be paid for all services up to the date of termination. Consultant agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Consultant to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

18. DEFAULT.

If either party defaults in the performance of its obligations under this Agreement resulting in an event of default defined in paragraph 17.3 above, the defaulting party shall pay all costs and expenses including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or from pursuing any remedy available.

The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

19. COMPLIANCE WITH LAWS.

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Consultant of applicable law shall constitute an event of default under this Agreement and Consultant shall be liable

for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation.

Consultant 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.

Consultant, and all persons acting on its behalf, agree that they shall comply with all federal, state and County laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

21. CONFIDENTIALITY.

Consultant 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 Consultant's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. County shall have the sole obligation or privilege of releasing such information as required by law.

22. OWNERSHIP OF WORK PRODUCT.

All work performed by Consultant under this Agreement shall be "work for hire" and shall become the sole property of the 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 Consultant, Consultant shall deliver to County all of the work product applicable to the services provided under this Agreement, including but not limited to that work product in draft form.

23. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT.

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

24. 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: (1) this Agreement; (2) Exhibit 1; and (3) Exhibit 2 (if any).

County and Consultant 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.

25. ASSIGNMENT.

Consultant shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of County. County reserves the right to assert any claim or defense it may have against Consultant and against any assignee or successor-in-interest of Consultant.

26. SUBCONTRACTING.

Consultant 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 Salt Lake County.

27. 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.

28. ENTIRE AGREEMENT.

County and Consultant acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Consultant, 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.

29. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year recited above.

SALT LAKE COUNTY

By: _____
MAYOR PETER CORROON
OR DESIGNEE

STATE OF UTAH)
 :SS
County of Salt Lake)

On the _____ day of _____, 2009, personally appeared before me _____, who being by me duly sworn did say, that s/he is the _____ of Salt Lake County, Office of Mayor, and that said instrument was signed in behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

(SEAL)

CONSULTANT:

By: _____
Title: _____

STATE OF UTAH)
 :SS
County of Salt Lake)

On the _____ day of _____, 2009, personally appeared before me _____, who being by me duly sworn did say, that s/he is the _____ of _____, and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said person acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

(SEAL)