

CONTRACT NO. ¥

Rev. /

**THIS SAMPLE AGREEMENT IS SUBJECT TO CHANGE UPON AWARD OF CONTRACT**

## **SAMPLE AGREEMENT**

### **Historical Exhibit Advisory, Design, Production, Fabrication and Installation Services**

**FOR THE SALT LAKE CITY OFFICE OF THE MAYOR**

THIS AGREEMENT is between SALT LAKE CITY CORPORATION, a Utah municipal corporation ("City"), and Ø, a \_ ("Contractor"), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

#### **RECITALS**

1. Contractor desires to provide certain historical exhibit advisory, design, production, fabrication and installation services for City's Office of the Mayor.
2. Salt Lake City Procurement Code and Procurement Policy, the solicitation SLCI26119, and Contractor's response to the solicitation are hereby incorporated into this contract by reference but not attached.
3. City desires to engage Contractor for such services.

#### **AGREEMENT**

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Contractor shall provide certain historical exhibit advisory, design, production, fabrication and installation services for the City's Office of the Mayor as described in Exhibit "A." The initial term of this Agreement shall commence on the recordation date and shall continue for a period of one (1) year from the commencement of the initial term. Work authorized during the initial term of this Agreement may continue until that work has been completed. No additional work shall be authorized after the expiration of the initial term. Contractor shall maintain the required insurance coverage until all work under the Agreement has been completed by Contractor and accepted by City and for the three-year period following completion as required under Article 5.

This is a non-exclusive contract and City reserves the right to acquire the services or equipment, at its discretion, from other sources during the term of this Agreement. All financial

commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

City may extend this Agreement for one (1) additional one-year term, renewable under the same terms and conditions by written letter of extension issued by City. Notice of term extensions shall be in writing served upon Contractor by regular mail at least thirty (30) days before the expiration of the original term of this Agreement, or any renewal term, in order for such extension to be effective. After all annual term extensions have been exercised, City shall have the right to extend this Agreement for an additional term of up to four (4) months by giving Contractor written notice at least ten (10) days before the expiration of the term, provided, however, that City may terminate such additional term by giving Contractor at least five (5) days prior written notice of such termination.

1. Contractor agrees to furnish and install the fabricated historical exhibit and all associated components according to timeless specified in this Agreement and shall complete all work within     ( )     days thereafter. All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. For services provided to City, Contractor shall be paid as specified under Exhibit "B" (Price Schedule).

3. For such consideration, Contractor shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement.

4. The following indemnification requirements apply to this Agreement:

A. Contractor shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Contractor's intentional, reckless, or negligent performance hereunder. Contractor's duty to defend City shall exist regardless of whether City or Contractor may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Contractor, and Contractor is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Contractor shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Contractor to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section 4 shall survive the termination of this Agreement.

B. City assumes no responsibility for any damage or loss that may occur to Contractor's property, except the obligation City assumes that it will not willfully or intentionally damage the property of Contractor. City has no responsibility for any equipment maintenance, or for Contractor's employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

C. Contractor's acts and omissions, for purposes of subsections A and B, above, shall include, without limitation, any violation of federal, state, or local environmental laws or requirements by contractor or contractor's officers, directors, agents, subcontractors or suppliers of any tier, and Contractor's indemnification, hold harmless and defense obligation shall include, but not be limited to, all cleanup and remedial costs, diminution in the value of City property, fines, judgments, actions, penalties, administrative proceedings, demands, damages, mitigation, as a result of Contractor's acts or omissions pursuant to this Agreement, and reasonable legal fees and costs incurred by City in connection with any such violation or the enforcement of this provision.

5. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

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

(2) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(3) Contractor shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required. Contractor shall send certificates of insurance to [SLCPurchasing@slc.gov](mailto:SLCPurchasing@slc.gov).

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

(5) All required certificates and policies shall be endorsed as needed to provide that coverage thereunder shall not be canceled or modified without providing, in a manner approved by the City Attorney, 30 days' prior written notice to City or 10 days' prior written notice for cancellation due to non-payment of premiums.

B. REQUIRED INSURANCE POLICIES. Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including while work under this Agreement is being completed and accepted and during all renewal terms, the following minimum insurance coverage:

(1) Workers' compensation and employer's liability insurance sufficient to cover all of Contractor's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(2) Commercial general liability (CGL) insurance with a policy endorsement naming Salt Lake City Corporation as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general aggregate and \$3,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, Contractor, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from Contractor's operations under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations.

(3) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles used in connection with this Agreement in the minimum amount of a combined single limit of \$2,000,000 per occurrence or \$1,000,000 liability per person, \$1,000,000 liability per occurrence, and \$250,000 property damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Contractor shall only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.

(4) Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual aggregate limit.

6. Contractor shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Immigration Accountability and Enforcement Act. Any

violation of applicable law shall constitute a breach of this Agreement and Contractor shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

## 7. Data Security and Privacy

### (1) Definitions

a. Business Purpose: The authorized purpose for processing Personal Data, as described in the Agreement and any subsequent amendments, and consistent with the requirements of the Utah Government Data Privacy Act ("GDPA"), Utah Code § 63A-19-101, *et al.*

b. Confidential Information: Information defined as "confidential" under the Agreement or information provided to the Contractor that is classified by the City as private, protected, or controlled, or which meets the definition of a private, protected or controlled record under the Utah Government Records Access and Management Act ("GRAMA"), Utah Code § 63G-1-101, *et al.*

c. High Risk Processing: Processing of Personal Data that may have a significant impact on an individual's privacy interests, based on the sensitivity of the Personal Data processed; the amount of Personal Data processed; the individual's ability to consent to the processing of Personal Data; and the risks of unauthorized access or use. High Risk Processing activities involve but are not limited to facial recognition technology, automated decision making, profiling, and the processing of genetic data, biometric data, and geolocation data.

d. Personal Data: Information processed by the Contractor on behalf of the City that is linked or can be reasonably linked to an identified individual or an identifiable individual. Personal Data includes, but is not limited to, name, physical address, email address, telephone number, government-issued identification numbers, financial account numbers, user names and passwords, personal characteristics contained in photographic images or biometric data, and geolocation data. Personal Data does not include de-identified or anonymized data, as those terms are defined in the GDPA.

e. Process or Processing: Any operation or set of operations performed on Personal Data, including collection, recording, organization, structuring, storage, adaptation, alteration, access, retrieval, consultation, use, disclosure by transmission, transfer, dissemination, alignment, combination, restriction, erasure, or destruction.

f. Data Incident: Unauthorized access, acquisition, disclosure, loss of access, or destruction of Personal Data or Confidential Information; or an act or omission that materially compromises the security, confidentiality, or integrity of Personal Data or Confidential Information or the physical, technical, administrative, or organizational safeguards put in place to protect Personal Data or Confidential Information.

- g. Sell: Exchange of Personal Data for monetary consideration.

(2) Terms

- a. Contractor's Representations and Warranties.

- i. Legal Compliance: The Contractor represents that it will comply with all applicable federal and state data protection laws and regulations in carrying out the Business Purpose, including but not limited to the GDPR. In the event of differing legal obligations, the Contractor shall comply with the more restrictive and specific legal requirement.

- ii. Data Minimization: In processing Personal Data on behalf of the City under the Agreement, the Contractor shall implement commercially reasonable and industry standard data minimization practices and process the minimal amount of Personal Data reasonably necessary to achieve the Business Purpose. To the extent Contractor engages in High Risk Processing, it will engage in data minimization and data security practices commensurate with the sensitive nature of such processing and consistent with industry practices applicable to such High Risk Processing.

- b. Contractor's Privacy Obligations.

- i. Compliance with City Requests: The Contractor must promptly comply with any City request or instruction to correct, delete, or facilitate an individual's access to their Personal Data. The Contractor must work in good faith with any City request to engage in a privacy impact assessment of the relevant Processing activity.

- ii. Use of Personal Data: The Contractor shall process Personal Data exclusively for the Business Purpose and may not use Personal Data for any other purpose without obtaining prior written consent from an individual authorized to bind the City. The Contractor must promptly notify the City if, in its opinion, the City's instructions with respect to processing Personal Data would not comply with applicable federal or state privacy requirements. The Contractor must promptly comply with any City request to stop, mitigate, or remedy any unauthorized processing of Personal Data.

- iii. Selling Personal Data: The Contractor may not sell Personal Data.

- iv. Sharing Personal Data: Contractor may not share Personal Data except as explicitly authorized under this Addendum or as otherwise required by law. If the law requires the Contractor to disclose Personal Information, the Contractor must first inform the City of the legal requirement and provide the City with an opportunity to object or challenge the requirement, unless the law prohibits such notice.

- v. Subcontracting: In the event the Contractor is authorized to subcontract the performance of its duties or obligations under the Agreement, Contractor may

share Personal Data with an authorized subcontractor only for the Business Purpose and for no other purpose. Contractor must ensure that authorized subcontractors comply with this Addendum and are bound to contractual terms that are at least as protective of Personal Data as required under this Addendum. In all cases, Contractor shall be responsible and liable for the acts and omissions of each subcontractor (including its employees) to the same extent as if such acts and omissions were by the Contractor or its employees.

vi. Privacy Practices Notification: Contractors that directly collect Personal Data as part of the Business Purpose set forth in the Agreement agree to notify individuals who utilize their services of their privacy practices through a public-facing privacy policy or other legally compliant form of notice that has been pre-approved in writing by the City. Such notice must include the purposes for which Personal Data is processed and any other information required by applicable state and federal privacy laws.

vii. Confidentiality: The Contractor shall maintain the confidentiality of Personal Data consistent with its obligations under this Addendum and the Agreement. The Contractor shall ensure that personnel involved in the processing of Personal Data are subject to confidentiality obligations and are aware of the importance of maintaining the security of Personal Data.

viii. Compliance Obligations Notice: The Contractor must promptly notify the City of any changes to its federal or state privacy compliance obligations or its ability to meet the obligations of this Addendum that may adversely affect the Contractor's performance of this Addendum or the Agreement.

ix. Data Deletion: Within thirty (30) days of termination or expiration of the Agreement, or at the request of the City, the Contractor shall return or securely and irreversibly delete all Personal Data and other Confidential Information and provide written notice to the City of compliance within fifteen (15) days of the request or termination or expiration of the Agreement. Contractor shall also ensure that all subcontractors of Contractor also return or delete all Personal Data and other Confidential Information and provide the required written notice of compliance to the City.

c. Contractor's Data Security Obligations.

i. Data Protection and Security: The Contractor shall implement and maintain industry-standard security measures and best practices to safeguard Personal Data from unauthorized processing or accidental loss, destruction, unavailability, or damage. The Contractor shall implement and maintain adequate administrative, technical and physical safeguards to protect Personal Data. Such safeguards shall include, but not be limited to (i) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (ii) implementing industry-standard network, application, database, and platform security; (iii) securing information transmission, storage, and disposal; (iv) implementing authentication and access controls within media, applications, operating systems, and equipment, including the use of multifactor authentication for access to Personal Data involved

in High Risk Processing; (vi) encrypting Personal Data stored on any mobile media; (vii) encrypting Personal Data when transmitted over public or wireless networks; (viii) segregating Personal Data from information of Contractor or its other customers so that Personal Data is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Contractor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of such testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (xi) providing appropriate privacy and information security training to Contractor's employees. The Contractor shall take reasonable precautions to preserve the integrity of Personal Data it processes and to prevent any corruption or loss of Personal Data, including but not limited to establishing effective back-up and data restoration procedures.

ii. Data Incident Notification and Unauthorized Processing of Personal Data: The Contractor shall provide written notice within twenty-four (24) hours of the discovery of any Data Incident. Notice shall include (a) the date and time of the Data Incident; (b) the date the Data Incident was discovered; (c) a short description of the Data Incident; (d) an estimate of the amount and type of Personal Data impacted, including an estimate of the number of individuals impacted; (f) the means by which access was gained or attempted into the system, computer or network, (g) any known information about the perpetrator of the attack, and (h) steps the Contractor has taken to mitigate the Data Incident.

iii. Breach Mitigation: The Contractor shall fully cooperate with the City during the investigation and mitigation of the Data Incident. Such coordination may require the Contractor to provide the City with (a) access to relevant records, logs, files, data reporting, and other documents; (b) interviews with employees with knowledge of the Data Incident; or (c) facilitating information sharing with cyber insurance carriers. Contractor agrees to coordinate in good faith with the City on any notice of a Data Incident to impacted individuals or regulatory bodies. If credit monitoring is offered as a result of an incident arising from or in connection with the Contractor's activities, the Contractor is responsible for covering the cost of such monitoring and ensuring that victims of the breach are not automatically enrolled in a for-profit data-sharing program by the credit monitoring service provider.

iv. Liability and Costs. Contractor shall assume full liability for any damage or loss arising from a confirmed or suspected Data Incident. Contractor shall cover all reasonable expenses associated with its obligations under this Addendum. Contractor shall maintain adequate insurance coverage, as further specified in the Agreement, that specifically may include cyber security and data privacy protection throughout the term of the Agreement as well as throughout the period the Contractor processes Personal Data. The Contractor acknowledges that its liability for any damage or loss arising from or connected to a Data Incident shall not be limited solely to the extent of insurance coverage, and the Contractor remains fully responsible for any liabilities beyond its insurance coverage limits.

d. General Terms.



i. Audit Rights: The City has the right to conduct reasonable on-premises and paper audits to verify the Contractor's compliance with this Addendum. The City may choose to conduct the audit themselves or engage a third-party auditor, and the Contractor shall cooperate in good faith with the audit process.

ii. Order of Precedence. In the case of conflict or inconsistency between this Addendum and the Master Agreement, the conflict or inconsistency shall be resolved by giving precedence to the terms of this Agreement.

iii. Notice. The Contractor shall deliver all notice required under this Addendum in writing and addressed to the City at the address set forth below. Contractor shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, notice is effective only (a) upon receipt by the City and (b) if the Contractor has complied with the requirements of this Section.

Notice to the City:  
Chief Data Officer  
P.O. Box 145580  
349 South 200 East, Room  
Salt Lake City, Utah 84111-5515  
Email: [privacy@slc.gov](mailto:privacy@slc.gov)

CC: Risk Manager  
P.O. Box 14551  
451 South State Street, Room 415  
Salt Lake City, Utah 84114-5515  
Email: [risk.all@slc.gov](mailto:risk.all@slc.gov)

Salt Lake City Corporation  
Attn.: City Contracts Administrator  
P.O. Box 145455  
Salt Lake City, UT 84114-5455  
Email: [SLCPurchasing@slc.gov](mailto:SLCPurchasing@slc.gov)

CC: City Recorder  
P.O. Box 14551  
451 South State Street, Room 415  
Salt Lake City, Utah 84114-5515  
Email: [slcrecorder@slc.gov](mailto:slcrecorder@slc.gov)

8. By signing this document, Contractor has identified and reported any GenAI that will be used in the performance of this contract. Contractor shall not use any City materials or data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved by the City in writing. Contractor also shall perform due diligence to ensure proper licensure of model training data for all generative AI services using City data prior to the contract commencing and throughout the life of the contract.

If any new or previously unreported GenAI use is identified in the future that the Contractor intends to use in the performance of this contract, Contractor will notify the City Contracts Administrator at [slcpurchasing@slc.gov](mailto:slcpurchasing@slc.gov) within seven (7) business days.

9. City may terminate this Agreement for any reason, and without any liability therefor, upon giving Contractor 30 days prior written notice. Such notice shall be sent to the last known address of Contractor.

10. City may, without prejudice to any right or remedy, and without the necessity of giving the 30 day notice provided in paragraph 9 above, terminate this Agreement for cause in

the event Contractor fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within seven days after written notice from City of such failure.

11. If this Agreement is terminated as provided herein, City shall pay Contractor on the basis of actual services satisfactorily performed as calculated by City.

12. Contractor, for itself, its successors and assigns, as part of the consideration provided under this agreement, covenants that no person shall be excluded from participation in, denied the benefits of, or be otherwise subject to unlawful discrimination in the furnishing of services hereunder on the grounds of race, color, national origin, age, sex, religion, disability, sexual orientation or gender identity, unless the characteristic in question is a bona fide occupational qualification.

13. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Contractor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

14. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Contractor pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Contractor. Any materials for which Contractor claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Contractor's claim of business confidentiality. City will make reasonable efforts to notify Contractor of any requests made for disclosure of documents submitted under a claim of business confidentiality. Contractor may, at Contractor's sole expense, take any appropriate actions to prevent disclosure of such material. Contractor specifically waives any claims against City related to disclosure of any materials required by GRAMA.

15. Contractor is not an employee of City for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified herein.

16. All notices shall be directed to the following addresses:

City: Salt Lake City Corporation

Attn.: City Contracts Administrator, Purchasing

**(For U.S. Postal Service delivery)**

P.O. Box 145455

Salt Lake City, UT 84114-5455

Or:

**(By E-mail)**

\_\_\_\_\_@slc.gov

With a copy to:

City: Salt Lake City Corporation  
Attn.:

**(For U.S. Postal Service delivery)**

P.O. Box 14\_\_\_\_\_

Salt Lake City, UT 84114-\_\_\_\_\_

**-OR-**

**Email address**

Contractor: Ø  
Attention:

—

17. This Agreement may be assigned by either party but only with the prior written consent of the other party.

18. Contractor's obligations are solely to City and City's obligations are solely to Contractor. This Agreement shall confer no third-party rights whatsoever.

19. Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify City's Contracts Administrator within thirty (30) days if Contractor has been debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in any contract by any governmental entity during this Agreement.

20. Contractor shall ensure that any information or materials developed for public access pursuant to this Agreement conforms to the standards set forth in the Salt Lake City Communications & Engagement Guide for Consultants, and such information or materials shall not be released until approval is received in writing from both the department public information officer and department project manager.

21. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, including but not limited to the requirements set forth in Utah Code § 63G-6a-1203, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. Nothing in this Agreement, including this severability clause, shall be construed as a waiver, limitation, or modification of any immunities, defenses, limitations of liability, or other protections afforded to the City under the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et seq.), the Utah Constitution, Utah Code § 63G-6a-1203, or other applicable law.

22. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Contractor and by City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

23. This Agreement shall be enforced in and governed by the laws of the state of Utah.  
\*\*\*\*\*

(Signature page follows)

The parties are signing this Agreement as of the date stated in the introductory clause.

ATTEST AND COUNTERSIGN	SALT LAKE CITY CORPORATION
<p>_____</p> <p>Office of the City Recorder</p>	<p>By: _____</p> <p>Title: _____</p>
<p><b>APPROVED AS TO FORM</b></p> <p>Salt Lake City Attorney's Office</p>	
<p>Sign: _____</p> <p>Name: _____</p>	<p>Ø</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

## **EXHIBIT “A”**

### **SCOPE OF WORK**

#### **Historical Exhibit Advisory, Design, Production, Fabrication and Installation Services**

##### **I. GENERAL**

- A. Contractor, if doing business under an assumed name, i.e. an association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

***NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing [www.corporations.utah.gov](http://www.corporations.utah.gov).***

- B. Contractor shall assume full responsibility for damage to City property caused by Contractor's employees or equipment as determined by designated City personnel.
- C. Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. Contractor shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- E. No guarantee of the actual services and product requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.

##### **II. RESPONSIBILITIES OF CONTRACTOR**

The responsibilities of Contractor include, but shall not be limited to, the following.

##### ***SAMPLE LANGUAGE***

- A. Contractor shall provide historic exhibit advisory, design, production, fabrication and installation for City's Office of the Mayor on an “as needed” basis. Such service shall include, but not be limited to, ---.

\_. Contractor's Personnel.

1. Contractor shall provide sufficient personnel to accomplish the required services as scheduled. All personnel shall be skilled in the various tasks assigned to them.

\_. Contractor warrants that products furnished conform to the requirements specified and are of good merchantable quality and suitable for the purpose intended.

\_. Contractor shall warrant all services provided to the extent the resulting work product shall remain functional and in good order for a minimum of one year from the date of acceptance. The date of acceptance shall be defined as the date of the final payment for the work.

\_. Upon request from City, Contractor agrees to provide annual reports to City showing all purchases made under this agreement. Reports will show City department name, part numbers, part descriptions, unit prices and extended amounts paid for all orders. Report shall also show the total dollar amount of expenditures for each City department for the year if more than one department is using the Agreement.

City may, at any time, audit invoices for purchases made by City from Contractor under this Agreement.

### **III. DELIVERABLES**

Contractor shall provide City with the following:

- A. {Note: Specify any written documents required, i.e. management letters, draft reports, final reports, recommendations, oral presentations, and related material. Should include instructions on number of copies required, type of copies required (bound, 3-ring folder, etc.)}
- B. The data used in compiling, and the results of, any tests, surveys or inspections, as well as all photographs, drawings, renderings, schedules, data processing output, computations, studies, audits, reports, models, and other items of like kind prepared by Contractor, its employees and consultants, shall be the property of City on which City shall own the copyright. Contractor may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to City upon completion of the work and before final payment is made. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement.

### **IV. DISCLOSURE OF CITY RECORDS**

Because City shall own the documents generated by Contractor pursuant to this Agreement, Contractor shall not, without written approval by City, disclose publicly said records. Contractor understands that the information obtained in the performance of this Agreement is confidential and may be shared with employees of City or others only on a need to know basis.



## EXHIBIT “B”

### PRICE SCHEDULE

#### Historical Exhibit Advisory, Design, Production, Fabrication and Installation Services

##### I. GENERAL

Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

##### II. PRICING FEES

The total combined price to be paid for all services provided by Contractor pursuant to this Agreement shall not exceed \$\_\_\_\_\_.

##### III. INVOICING AND PAYMENT

A. City shall pay Contractor for all products and services provided by Contractor pursuant to this Agreement. Contractor shall submit a written invoice, for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City. Contractor shall list the City contract number on all invoices, quotes, correspondence, and documentation relating to this contract.

B. City to pay Contractor *schedule established during contracting*

C. Salt Lake City prefers a paperless invoice and payment process. Include the contract number on all invoices and email invoices for this agreement to:  
\_\_\_\_\_@slc.gov.

If unable to email invoices, mail the paper invoice to:

Salt Lake City Corporation

Attn.:

P.O. Box \_\_\_\_\_

Salt Lake City, UT 84114-\_\_\_\_\_