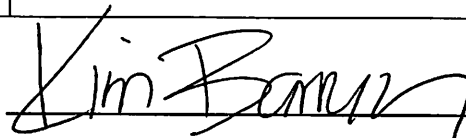


Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received (office use)	
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Date of Request	7/11/17
Requesting Staff Member	Kimberly Barnett
Requested Council Date	7/18/17
Topic/Discussion Title	Updates to Ordinances 3.15 and 3.28
Description	Adding definition of "Professional Services," updating contract processing duties and process for extending contracts for the purpose of conducting a procurement process.
Requested Action¹	Approval
Presenter(s)	Jason Yocom
Time Needed²	5 min
Time Sensitive³	
Specific Time(s)⁴	
Contact Name & Phone	Jason x80304
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.



Ralph Chamness
Chief Deputy
Civil Division

Lisa Ashman
Administrative
Operations



SIM GILL
DISTRICT ATTORNEY




Jeffrey William Hall
Chief Deputy
Justice Division

Blake Nakamura
Chief Deputy
Justice Division

MEMORANDUM

TO: Jason Yocom

FROM: Adam Miller 

DATE: June 27, 2017

RE: **Amendments to Purchasing Ordinance**
D.A. No. 17-08947

Enclosed, please find a proposed Salt Lake County ordinance with the changes you requested to sections 3.28.020 and 3.28.045. The ordinance also includes a change in section 3.15.010—the insertion of a definition for “professional service.”

Also enclosed is an ordinance summary. Both documents have been approved as to form.

I am delivering these documents to you for further action. Please call me at x7774 if you have any questions or require additional assistance.

SALT LAKE COUNTY ORDINANCE

ORDINANCE NO. _____, 2017

AN ORDINANCE OF THE LEGISLATIVE BODY OF SALT LAKE COUNTY, UTAH, AMENDING SECTIONS 3.15.010, 3.28.020 AND 3.28.045 OF THE SALT LAKE COUNTY CODE OF ORDINANCES, 2001, RELATING TO PROFESSIONAL SERVICES, CONTRACT PROCESSING AND PAYMENTS

The County Legislative Body of Salt Lake County ordains as follows:

SECTION I. The amendments made herein are designated by underlining the new substituted words. Words being deleted are designated by brackets and interlineations.

SECTION II. Section 3.15.010 of the Salt Lake County Code of Ordinances, 2001, is amended to read as follows:

3.15.010 Definitions

As used in Chapters 3.16 through 3.28:

“Agency” means a separate and distinct unit of county government, which has its own budget. It may also be used to refer to an elected official, department, division or section.

“Approved as to form” means that the county may lawfully enter into the proposed contract.

“Attorney” means the county district attorney and the district attorney's office.

“Award” means the approval for final procurement by the mayor or other authority.

“Best value bid” means the selection process for goods or services based on pre-determined criteria identified by the county in which objective qualitative factors along with price are considered.

“Bidder” means any person submitting a competitive bid in response to a request for bids or request for bids and resulting contract by the county.

“Bid” means an offer submitted by a bidder in response to a request for bids or request for bids and resulting contract by the county.

“Bilateral contract” is a written agreement between the county and a provider of goods or services, which is signed by both parties.

“Cardholder” means the county employee issued a purchasing card or proprietary /charge card. The cardholder's name appears on the card.

“Claim” means (i) a demand presented for money or damages; or (ii) a cause of action presented for money or damages. **“Claim”** does not mean a routine, uncontested, or regular payment, including a bill, purchase, or payroll.

“Committee” means the RFP selection committee established by county ordinance and policy for the review of proposals.

“Contract” means a legally binding agreement between the county and a supplier to buy or sell goods or services. This may be in the form of a purchase order.

“Cooperative agreement” means an agreement resulting from a competitive solicitation by one or more public purchasing agencies or association of public purchasing agencies that allows other public purchasing agencies, such as the county, to procure goods or services according to the agreement.

“Cooperative procurement” means procurements conducted by, or on behalf of, two or more public purchasing agencies to procure from the same supplier or multiple suppliers using a single solicitation to bid or request for proposal in order to obtain advantages of volume procurement discounts, administrative savings and other benefits.

“Council” means the Salt Lake County Council.

“County” means Salt Lake County.

“Countywide contract” means a contract available for use by all county agencies for goods or services repeatedly purchased.

“Electronic copy” means a solicitation or document received electronically through the county's designated system.

“Emergency” means there is a threat to public health, welfare, or safety. The existence of such an emergency creates an immediate and serious need for goods or services that precludes full and open competitive procurement.

“Emergency procurement” means a situation which creates a threat to public health, welfare or safety such as may arise by reason of floods, epidemics, riots, equipment failures, earthquakes, or other reason as proclaimed by the mayor. The existence of such conditions must seriously threaten:

- (1) The functioning of county government;**
- (2) The preservation or protection of property; or**
- (3) The health or safety of any person.**

“Equal, or equal” means a phrase used to indicate the acceptability of goods of similar or superior function, purpose, design, or performance.

“Exigency” means the need for goods or services is of such an unusual and compelling urgency that the county would be seriously injured unless the county is permitted to preclude full and open competitive procurement.

“Exigency procurement” means procurement under an exigency.

“Expedited request for proposals” means a selection pursuant to the expedited procedures in Section 3.22.100. The cost limit for an expedited request for proposals is fifty thousand dollars.

“Formal advertised solicitation” means a solicitation for bids or proposals issued by the county for procurements greater than fifty thousand dollars formally advertised to vendors, service providers, or contractors for their response.

“GRAMA” means the Utah Government Records Access and Management Act, as defined by Utah law.

“Health care preference” means the preference granted to a vendor who currently has and will maintain the following through the term of the contract with the county: a health benefit plan, as defined by Utah law, made available to the vendor's covered employees and their dependents.

“Interlocal agreement” means those agreements authorized by the Interlocal Cooperation Act, as defined by Utah law.

“Local business preference” means the preference granted to a vendor who currently has and will maintain all of the following through the term of the contract with the county:

- (1) A completed and signed local certification form, which includes a street address within the county that is not a post office box; and
- (2) A copy of a current business license issued by the county or any city within the boundaries of the county.

“Master agreement” means a procurement agreement established to permit county agencies to utilize the same underlying state contract or cooperative agreement for repetitive purchases. There is no maximum cost per transaction.

“Mayor” means the elected chief executive officer of the county or designee, unless a designation is prohibited by ordinance or statute.

“Mayor's financial administration (MFA)” means the office of financial administration

under the mayor's office, including the divisions within the office of accounting, fixed and controlled assets, and budget.

“Multiple-award contract” means a contract awarded to more than one vendor for similar goods or services.

“Non-capitalized item” means a single asset with a unit cost less than the established capitalized limit.

“Official copy” means the copy of the contract kept in accordance with GRAMA.

“Preference system” means a system that encourages responsible business practices and benefits local businesses by granting preferences in procurement.

“Procurement” means the buying, purchasing, or acquisition of goods or services and all related acquisition processes.

“Professional service” means labor, effort, or work that requires an elevated degree of specialized knowledge and discretion, including but not limited to labor, effort, or work in the field of:

- (1) Accounting;
- (2) Architecture;
- (3) Construction design and management;
- (4) Engineering;
- (5) Financial services;
- (6) Information technology;
- (7) The law;
- (8) Medicine;
- (9) Psychiatry; or

(10) Underwriting.

“Proposal” means a response to a request for proposals.

“Proposer” means any person submitting a proposal in response to a request for proposals by the county.

“Purchase orders (PO)” means a binding contract, which is used to accept the offer of a vendor to provide goods or services. The division of contracts and procurement is authorized to issue purchase orders.

“Purchasing agent” means the director of the division of contracts and procurement. The mayor, by executive order, will designate the purchasing agent's signing authority.

“Purchasing card” means a charge card issued to an employee of the county for the purpose of making authorized purchases on behalf of the county.

“Purchasing card program administrator” means the employee assigned to oversee the purchasing card program for the county.

“Quote” means pricing for goods or services informally solicited from a vendor, provider or contractor.

“Request for bids (RFB)” means a solicitation for goods or services where price is the primary consideration.

“Request for bids and resulting contract (RFC)” means a RFB that includes a written description of goods or services required by the county to be purchased repetitively during a specified contract term. This document, with all supporting terms, conditions, and specifications, and signed by the authorized county agent, becomes a written contract.

“Request for proposals (RFP)” means a solicitation for proposals when price is just one of several criteria necessary to make a decision and thus awarding the contract to the lowest

responsive and responsible bidder is not necessarily advantageous to the county.

“Request for qualifications (RFQ)” means a solicitation to receive a statement of qualifications.

“Responsible proposer or bidder” means a person or company who has the ability to perform in full the contract requirements, as well as the integrity and reliability that will assure good faith performance.

“Responsive proposer or bidder” means a person or company whose bid or proposal conforms in all material respects to the terms and conditions required by the county in the formal advertised solicitation.

“Sealed bid” means paper bids in sealed envelopes or bids received electronically through the county's designated system.

“Sealed proposal” means paper proposals in sealed envelopes or proposals received electronically through the county's designated system.

“Service contract” means any contract entered into by the county with a vendor for the furnishing of services to or for the county utilizing the vendor's employees to provide the services. A “service contract” may include the purchase of goods along with the providing of services.

“Signing authority” means the authority to sign contracts on behalf of the county as designated by the mayor or set forth in ordinance.

“Small cost blanket” means a purchase order that is issued in response to ongoing purchases made during a specific period of time to a single vendor under which a county agency may release payments for small cost purchases. Without the use of a small cost blanket, those ongoing goods and services would require the issuance of a purchase order for each and every

invoice received.

“Small cost purchases” means purchases of goods or services having a cost up to five thousand dollars.

“Sole source procurement” means a procurement where the purchasing agent has justified in writing why a good or service is only reasonably available from a single supplier.

“Solicitation” means any request by the county for vendors to offer bids, quotes, or proposals.

“Specification” means a description of what the purchaser seeks to buy and, consequently, what a bidder or proposer must be responsive to in order to be considered for the award of a contract.

“Standard form contract” means a contract approved by the attorney pursuant to 3.28.020(D).

“Standardization” means the procurement of goods or services by the county to assure consistency of equipment and interchangeability or integration of goods or services which may require procurement without competition pursuant to Section 3.20.030(A)(5).

“State contract” means term contracts established by the state of Utah, for goods or services procured by state agencies and other political subdivisions.

“Tie bids” means the low responsive bids from responsible bidders that are identical in price, delivery, and payment terms.

“Transitional costs” mean the costs of changing from an existing provider of, or type of, a procurement item to another provider of, or type of, procurement item. “Transitional costs” include: training costs; conversion costs; compatibility costs; system downtime; disruption of service; staff time necessary to put the transition into effect; installation costs; and ancillary

software, hardware, equipment, or construction costs. “Transitional costs” do not include: the costs of preparing for or engaging in a procurement process; or contract negotiation or contract drafting costs.

“Vendor” means a person or company selling goods or services.

“Veteran” means a current or former member of the United States Armed Forces who is currently in good standing or has been honorably discharged and meets one of the following criteria:

- (1) Active duty service for at least one hundred eighty (180) consecutive days;
- (2) Reserve service in a campaign or expedition for which a campaign medal has been authorized; or
- (3) Service-related injury or disability incurred in the line of duty.

“Veterans hiring preference” means the preference granted to a vendor who currently has and will maintain all of the following through the term of the contract with the county:

- (1) A completed and signed certificate explaining its program to actively recruit and employ veterans that includes the success rate of its program by listing the percentage of its workforce that qualifies as veterans under this policy;
- (2) A completed and signed certificate verifying that a vendor has employed, and is currently employing, at least one veteran under its recruitment program;
- (3) A drug and alcohol testing policy that applies to all covered individuals employed or hired by the vendor and requires covered individuals to submit to random testing;
- (4) A job training program recognized by a federal, state, or local governmental entity; and

- (5) Job safety program that complies with job safety and health standards of the Occupation and Safety Health Administration (OSHA) or the state standards which are at least as effective as the federal standards.

SECTION III. Section 3.28.020 of the Salt Lake County Code of Ordinances, 2001, is amended to read as follows:

3.28.020 Contracts management—Powers and duties.

A. The division of contracts and procurement shall act as a repository for all county contracts and purchase orders.

B. Upon receipt of a contract or contract preparation package from a county agency, the purchasing agent will:

1. Ensure that the contract is approved as to form by the attorney's office;
2. Ensure that the contract is reviewed and authorized ~~[approved]~~ by the director or director's designee of the requisitioning agency; and
3. Enter the contract in the county's financial system to ensure ~~[Ensure that Mayor's Financial Administration has reviewed]~~ the availability of funds prior to the contract being used ~~[executed by either the purchasing agent or the mayor]~~.

C. After the contract has been approved and entered into the financial system, the purchasing agent will send the contract to be executed by the mayor or proper signing authority^[5]. The [the] purchasing agent will make available a fully executed copy of the contract to the appropriate agencies and to the vendor or contractor. Additionally, a copy of the fully executed contract, the contract preparation package, and any other documents ~~[or correspondence relating]~~ relevant to the ~~[acquisition]~~ establishment of the contract will be

maintained by the contracts and procurement division.

D. Under circumstances approved by the purchasing agent and the attorney, standard form contracts may be used. Contracts using a standard format prepared by the attorney's office do not need to be individually approved as to form. The designation, "Standard Form Contract," form number, and date the standard form was approved shall be included in the contract title. Any alteration of the standard form language without approval of the attorney shall render the agreement void and without effect which will be stated in an appropriate part of the contract. The attorney shall approve as to form any changes to the boilerplate language in standard form contracts.

E. The purchasing agent may designate certain revenue agreements that the mayor or designee may execute [the following agreements] without processing through the division of contracts and procurement, provided they are approved as to form by the attorney, and delivered to [without processing through the division of] contracts and procurement after execution.

Examples of such agreements include:

1. Promoter's and facility or equipment rental agreements, and contracts for providing utility services, to exhibitors at the Salt Palace, South Towne Center, and Center for the Arts facilities;
2. Planetarium show distribution, and rental of equipment and facility rental contracts;
3. Recreation facility and equipment rental agreements, recreation facility license agreements, and recreational program agreements; and
4. Library facility and equipment rental agreements.
5. Senior Center rental agreements.

F. Agreements under the Interlocal Cooperation Act shall be executed as provided therein.

G. Each agency will administer the operation of its contracts.

SECTION IV. Section 3.28.045 of the Salt Lake County Code of Ordinances, 2001, is amended to read as follows:

3.28.045 Amended contracts.

A. Contracts shall only be amended pursuant to the provisions of the original agreement. Any amendment to the contract must be authorized and processed according to the requirements of this chapter. The total cost of both the original and amended contract must be used to determine the appropriate procurement and contracting method.

B. The amendment must be in writing, and in the same form as the original agreement, and expressly specify all terms and conditions amended and which terms remain unchanged. The same parties that signed the original agreement must sign the amended agreement unless an authorized assignment is part of the amendment.

C. Contract amendments shall not be used to procure a new product, project or service that is not within the scope of the original agreement. Amendments including change orders should be used to procure goods or services that are compatible with the terms and conditions of the original agreement but were unforeseen at the time of contracting.

D. After all renewals have been exercised, the county shall have the right to extend an agreement for a period not to exceed six months for the purpose of procuring a new contract. In the event that an agreement is materially affected by changes to Medicaid funding and requirements, after all renewals have been exercised, the county shall have the right to extend and agreement for a period not to exceed twelve months for the purpose of procuring a new

agreement.

SECTION V. This ordinance shall become effective fifteen (15) days after its passage and upon at least one publication of the ordinance or a summary thereof in a newspaper published and having general circulation in Salt Lake County.

APPROVED and ADOPTED this ____ day of _____, 2017.


SALT LAKE COUNTY COUNCIL:

By: _____
Steve DeBry, Chair
Date: _____

ATTEST:

Sherrie Swenson
Salt Lake County Clerk

APPROVED AS TO FORM:



Adam Miller
Deputy District Attorney
Date: 27 June 2017

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

VETOED and DATED this ____ day of _____, 2017.

By: _____
Ben McAdams, Mayor

(Complete As Applicable)

Veto override: Yes _____ No _____ Date _____

Ordinance published in newspaper: Date _____

Effective date of ordinance: _____

SUMMARY OF

SALT LAKE COUNTY ORDINANCE NO. _____

On the _____ day of _____, 2017, the County Council of Salt Lake County adopted Ordinance No. _____, which amends sections 3.15.010, 3.28.020 and 3.28.045 of the Salt Lake County Code of Ordinances, 2001. The amendment defines "professional service," and modifies provisions related to contracts management and contract amendments.

SALT LAKE COUNTY COUNCIL:


By: _____
Steve DeBry, Chair

Date: _____

ATTEST:

Sherrie Swenson
Salt Lake County Clerk

APPROVED AS TO FORM:



Adam Miller
Deputy District Attorney
Date: 27 June 2017

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

A complete copy of Ordinance No. _____ is available in the office of the Salt Lake County Clerk, 2001 South State Street, N2-100A, Salt Lake City, Utah.