

CONTRIBUTION AGREEMENT
Between
SALT LAKE COUNTY
And
COUNTY SUPPORT SERVICES

This Contribution Agreement ("Agreement") is entered into this 21 day of January, 2020, between Salt Lake County, a body corporate and politic of the State of Utah ("County") and County Support Services, a (state?) nonprofit corporation, with its principal place of business at (address?) ("Nonprofit"). County and Nonprofit may be referred to as "the Parties."

RECITALS

A. Salt Lake County ("County") desires to contribute County personnel on a time-limited basis to Nonprofit for the purpose of assisting Nonprofit to develop a property valuation software known as PUMA for the Salt Lake County Assessor's Office (the "Project").

B. Because the County will be using PUMA as its valuation software for the Assessor's Office, the County has a strong interest in seeing the software developed to production status as quickly as possible and in a manner that meets the County's needs. While the progress on the software has been impressive, there are still many features critical to the County's operating procedures which are still not developed.

C. The County Council has found that this contribution of County personnel promotes the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of county residents, as required by Utah Code Section 17-50-303(3).

D. This contribution will help to expedite the process of developing a property valuation software in a manner that meets the County's needs so that the owners of property in Salt Lake County can have the most accurate property tax valuations possible as soon as possible.

E. The execution of this Agreement will accompany Nonprofit's application for contributions/waivers under Countywide Policy 1200.

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

1. **Contribution of County Personnel.** In an effort to help expedite the Project and ensure that the Project meets County's needs, County has hired one time-limited full-time employee ("FTE") to become a programmer on the Project. County may contribute one additional time-limited FTE to become a programmer on the Project and up to three temporary

employees to work on the Project. Additionally, County may contribute one project manager and one business analyst. All of these County employees will be time-limited for up to two years from the date of this Agreement. The County may contribute these County employees to Nonprofit for use on the Project, but their work for Salt Lake County is not limited to the Project. At the end of the two years, the County shall not be obligated to provide further use of County employees, unless the Parties agree otherwise. All of these County employees shall be housed in the Salt Lake County Government Center, will report to a manager in the County's Information Services Department, and will receive work assignments from the County's project management team, which may include work outside of the Project to the extent that the County determines in its sole discretion. These County employees' performance will be reviewed by their County manager, with input from Nonprofit's PUMA development team.

2. **Term.** This Agreement is effective upon execution for a term of two years. The Parties may agree to extend such term by written amendment to this Agreement.

3. **Governmental Immunity.** County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (2015). 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.

4. **Termination for Convenience.** County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term 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 Nonprofit at least 30 (thirty) days prior to the date of termination for convenience. Nonprofit agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Nonprofit 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.

5. **Public Information Requests.** Nonprofit acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), UTAH CODE ANN. §§ 63G-2-101 to -901 (2015). As a result, County is required to disclose certain information and materials to the public, upon request. Nonprofit agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County for response by County. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

6. **Notice.** All notices to be given under this Agreement shall be made in writing

and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Contracts Administrator
 Salt Lake County
 2001 South State, Suite, N-4500
 Salt Lake City, Utah 84190-3100

NONPROFIT:

7. **Entire Agreement.** County and Nonprofit acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Nonprofit, 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.

8. **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.

9. **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

[signature page follows]

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

Salt Lake County

County Support Services

By: _____
Mayor or Designee

By: Jill Brown
Printed Name: Jill Brown

Date: _____

Title: CEO

Date: January 21, 2020

APPROVED AS TO FORM
District Attorney's Office
By: [Signature]
Deputy District Attorney
Zach Shaw
Print Name
Date: 1-21-20

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Nonprofit by authority of law and that this Agreement is binding upon the Nonprofit. A person who makes a false representation of authority may be subject to criminal prosecution under UTAH CODE ANN. § 76-8-504 (2015).