ROCKY J. FLUHART
CHIEF ADMINISTRATIVE OFFICER

SALT LAKE CITY CORPORATION

DEPARTMENT OF MANAGEMENT SERVICES
PURCHASING, CONTRACTS AND PROPERTY MANAGEMENT DIVISION

ROSS C. "ROCKY" ANDERSON
MAYOR

CONTRACT RENEWAL

April 2, 2002

Utah Interactive, Inc.
68 S Main St. STE 200
SLC, UT 84101-1525

RE: Agreement: Web Design Services
Contract #: 65-1-01-8576
Term: 7/6/2002 - 7/5/2003

This is notification of your contract being renewed for 1 year as agreed to in the referenced contract.

If you have any questions, please contact me at (801) 535-6450.

Sincerely,

Cindy Hooker

Cindy Hooker
Contracts Coordinator

cc: Monitor - Al Porter
SLC Recorder

451 SOUTH STATE STREET, ROOM 235, SALT LAKE CITY, UTAH 84111-3104
TELEPHONE: 801-535-7661 FAX: 801-535-6190
WWW.SLCPURCHASING.COM

RECYCLED PAPER

ROCKY J. FLUHART
CHIEF ADMINISTRATIVE OFFICER

SALT LAKE CITY CORPORATION

DEPARTMENT OF MANAGEMENT SERVICES
PURCHASING, CONTRACTS AND PROPERTY MANAGEMENT DIVISION

ROSS C. "ROCKY" ANDERSON
MAYOR

CONTRACT NO. 65-1-01-8576

July 11, 2001

Utah Interactive, Inc.
Attn: Richard Brown
68 S. Main STE 200
Salt Lake City, UT 84101-1525

RE: AGREEMENT WITH SALT LAKE CITY CORPORATION TO PROVIDE WEB DESIGN SERVICES.

Dear Mr. Brown:

Enclosed is your copy of the above referenced Agreement which has been executed by Salt Lake City Corporation.

Please contact Mr. Al Porter, telephone (801) 535-6091, to coordinate any details that may need to be discussed.

Thank you for your interest in working with Salt Lake City Corporation.

Sincerely,

Christy Brown

Christy Brown
Administrative Secretary

/cb
Enclosure
cc: Al Porter

451 SOUTH STATE STREET, ROOM 235, SALT LAKE CITY, UTAH 84111-3104
TELEPHONE: 801-535-7661 FAX: 801-535-6190
WWW.SLCPURCHASING.COM

RECYCLED PAPER

CONTRACT NO. 65-1-01-8576
Rev. May 8, 2001/ds

RECORDED

JUL 06 2001

CITY RECORDER

AGREEMENT

WEB DESIGN SERVICES

FOR THE SALT LAKE CITY INFORMATION MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of 6/12/01 by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter "City", and UTAH INTERACTIVE, INC., a Utah corporation, hereinafter "Consultant".

WITNESSETH:

WHEREAS, Consultant desires to provide certain Internet web design and consultation services for the City, and

WHEREAS, City desires to engage Consultant for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Consultant agrees to provide for the City the Internet web design and consultation services described in Exhibit "A" attached hereto for a period of one (1) year commencing as of the date of execution of this Agreement. City may extend this Agreement for four (4) additional 1-year time periods, renewable on an annual basis, under the same terms and conditions. Notice of time extensions shall be in writing served upon the Consultant by regular mail at least thirty (30) days prior to the expiration of the original term of this Agreement, or any current extension, in order for such extension to be effective. This is a non-exclusive Agreement and the City reserves the right to acquire the services, at its discretion, from other sources during the term of this Agreement. All financial commitments by the City shall be subject to the availability of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. Said provision of Internet design and consultation services shall consist of the services and requirements listed under Exhibit "A", Scope of Work, attached and incorporated by reference.

3. For such services, Consultant shall be paid as specified under Exhibit "B", Schedule of Fees, attached and incorporated by reference.

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

5. Consultant, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Worker's Compensation sufficient to cover all Consultant's employees pursuant to Utah State statutes. The certificate and policy shall provide that coverage thereunder shall not be canceled or reduced without at least thirty (30) days prior written notice to the City.

B. Commercial General Liability insurance with the City named as an additional insured, in the minimum amount of $1,000,000 per occurrence with a $2,000,000 aggregate. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days prior written notice to the City.

C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, with the City named as an additional insured, in the minimum amount of $1,000,000 per occurrence. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days written notice to the City.

D. Consultant shall furnish Certificates of Insurance, acceptable to the City, verifying the foregoing concurrent with the execution hereof and thereafter as required.

E. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and shall be either:

(1) Listed in the *Federal Register*, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"; or

(2) Rated with an A- or better rating in the most current edition of *Best's Key Rating Guide—Property-Casualty United States.*

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to the Salt Lake City Attorney's Office.

6. Consultant shall obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be 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), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Consultant shall hold the 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 the City as a result of such violation.

7. The City may cancel this Agreement for any reason, and without any liability therefor, upon giving the Consultant sixty (60) calendar days prior written notice. Such notice shall be sent to the last known address of the Consultant.

8. The City may, without prejudice to any right or remedy, and without the necessity of giving the sixty (60) calendar days notice provided in Paragraph 7 above, terminate this Agreement for cause in the event Consultant fails to fulfill, in a timely or satisfactory manner, any of the Terms and Conditions set forth in this Agreement, and fails to cure any default after fifteen (15) calendar days written notice from the City of such default or breach.

9. If this Agreement is canceled or terminated as provided herein, City shall pay the Consultant on the basis of actual services satisfactorily performed as calculated by the City.

10. Consultant, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

11. Consultant shall warrant that the work performed does not infringe upon or violate any valid patent, copyright, trade secret or any other proprietary right of any third party. In the event of any claim by any third party against City, City shall promptly notify Consultant and Consultant shall defend any such claim in City's name, at Consultant's expense, and shall indemnify, save harmless and defend City against any loss, cost, expense or liability (including attorney's fees) arising out of such claim, whether or not such claim is successful. City, additionally, shall have the right to be represented by its own counsel, but such representation shall be at City's own expense. At the request and expense of Consultant, City shall actively cooperate and assist Consultant to the fullest extent in the defense of any such legal actions or proceedings.

12. Consultant agrees to indemnify, save harmless and defend the 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, to the extent they are caused by Consultant's intentionally wrongful, reckless or negligent performance hereunder. If the City's tender of defense, based upon this indemnity provision, is rejected by Consultant, and Consultant is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies City may have, Consultant shall pay the 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 the indemnitor to indemnify the indemnitee against the indemnitee's sole negligence.

13. Consultant 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, 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 the 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 the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

14. Consultant is not an employee of the City for any purpose whatsoever. The Consultant is an independent contractor at all times during the performance of the services specified.

15. All Website designs, domain names, and any other data produced or collected as a result of this Agreement shall become the property of the City and shall not be returned to the Consultant. City acknowledges that the Consultant shall retain a copy of all transaction data collected on the City's behalf to retain for audit purposes. City also acknowledges that software shall be developed by Consultant using Consultant's object library, customized, modified, and supplemented as necessary to accomplish City's project. Upon full payment of amounts invoiced hereunder, City shall be granted a perpetual "for-use-only" license, with rights to modify source code. Said perpetual "for-use-only" license shall be for the City's use only, for the software covered by such invoice relating to the projects completed by this Agreement.

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

City: Salt Lake City Corporation
Information Management Services
Attn.: Ken Cowley
349 South 200 East - Suite 200
Salt Lake City, Utah 84111

Consultant: Utah Interactive, Inc.
Attn.: Richard Brown
68 South Main Street – Suite 200
Salt Lake City, Utah 84101

17. This Agreement shall not be assigned by either party without the prior written consent of the other party.

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

19. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both parties.

20. Any ambiguity in this Agreement shall be construed in favor of the City.

21. This Agreement shall be enforced in and governed by the laws of the State of Utah and venue shall be in the courts in Salt Lake City, Utah.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

RECORDED

JUL 06 2001

CITY RECORDER

SALT LAKE CITY CORPORATION

By _____

ATTEST AND COUNTERSIGN:

_____
Chief Deputy City Recorder

SALT LAKE CITY UTAH CORPORATE SEAL

RECOR

JUL 06 ;

CITY RECORDER

APPROVED AS TO FORM:

_____ _____
Salt Lake City Attorney's Office **Date**

UTAH INTERACTIVE, INC.

By _____

Title President

ACKNOWLEDGMENT

STATE OF UTAH)
:ss
County of Utah)

The foregoing agreement was acknowledged before me this 12th day of June, 2001, by Richard L. Brown, the President of UTAH INTERACTIVE, INC., a Utah corporation.

(Name of person signing Agreement)

(Title of person signing Agreement)

John M. Hall
NOTARY PUBLIC, residing in
Salt Lake County

My Commission Expires:
3/20/2003

NOTARY PUBLIC
JOHN M HALL
79 SOUTH MAIN ST.
S.L.C., UT 84111
COMMISSION EXPIRES
MARCH 20, 2003
STATE OF UTAH

EXHIBIT "A"

SCOPE OF WORK

WEB DESIGN SERVICES

I. GENERAL

A. Consultant, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

B. Consultant shall assume full responsibility for damage to City property and data caused by Consultant's employees or equipment as determined by designated City personnel.

C. Consultant shall be solely responsible for the safety of Consultant's employees and others relative to Consultant's work, work procedures, equipment, transportation, and related activities and equipment.

D. Consultant shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

E. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.

F. This is a non-exclusive agreement that is available for use on an as-needed basis. City may have agreements with other contractors for web design services. City employees may elect to place orders with one or more contractors under agreement with selection on the basis of price, location, hours of operation, and/or availability of needed supplies.

II. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant shall provide to the City those professional web design, consultation, and/or other services ("Services") requested by the City from time to time that will be described in individually executed Work Statements supplementing this Agreement in the form attached as Exhibit "C". For Services requested by the City, Contractor shall prepare and sign a detailed description of the work, schedules, deliverables, fees and payment schedule that will be included in each Work Statement and shall provide such Work Statement to the City for approval and signature. The City must authorize the Services by executing the Work Statement and returning it to Consultant, whereupon Contractor shall perform the Services as scheduled in the Work Statement.

B. Consultant reserves the right to limit Services to no more than ten hours within a 24-hour period.

C. After each new request for services hereunder by the City, Consultant shall promptly prepare and sign a Work Statement for such services and shall submit it to the City's designated representative for approval and signature on behalf of the City. Services provided and invoiced by Consultant shall only be paid if there is a fully executed Work Statement covering the services and charges billed.

III. DISCLOSURE OF CITY RECORDS

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

EXHIBIT "B"

SCHEDULE OF FEES

WEB DESIGN SERVICES

I. GENERAL

A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation and related costs. No other charges shall be allowed.

B. City is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished when federal excise tax is exempted.

C. Prices stated shall be firm for the initial year of this Agreement.

II. PRICING/FEES

A. Fees and Expenses. For services mutually agreed to in an executed Work Statement in the form of Exhibit "C" hereto, City shall pay Consultant either a fixed quote price or a time and materials fee, as discussed below and as agreed to in the Work Statement.

1. Fixed quote price. City shall negotiate a fixed price for specific projects with Consultant. Fixed price projects shall describe in detail the work to be performed and the total fixed price.

2. Time and materials. Fees shall be based upon documented actual material costs, if any, and documented hours worked utilizing the hourly fee schedule below. Time and materials quotes and prices shall include a total, not-to-exceed price that shall not be exceeded in billing the City for the described service.

Project Manager	65.00/ hour
Sr. Technical Advisor	85.00/ hour
Developer (applications)	60.00/ hour
Web Developer	50.00/ hour
Customer Support	35.00/ hour

B. City shall reimburse Consultant for reasonable, documented, out-of-pocket expenses incurred in connection with the Services, including but not limited to travel, lodging, meals and telephone costs. Such reimbursements shall be at actual cost.

III. OPTION RENEWAL PERIOD PRICE ADJUSTMENT.

Prices stated in the fee schedule above shall be firm for the initial one-year term of this Agreement. If this Agreement is extended for additional option periods, adjustments may be made, however, any request for adjustment shall be made by Consultant between the sixtieth

(60th) and fortieth (40th) day prior to the extension date. City shall notify Consultant of its decision within thirty (30) days of receiving Consultant's request.

IV. INVOICING AND PAYMENT

City shall make payment to Consultant for all services performed by Consultant pursuant to this Agreement. Consultant shall submit a written invoice, in duplicate, for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City.

Invoices shall be submitted to:

Salt Lake City Corporation
Information Management Services
349 South 200 East - Suite 200
Salt Lake City, Utah 84111

EXHIBIT "C"

WORK STATEMENT

WEB DESIGN SERVICES

I. **Contract Identification.**

Salt Lake City Corporation (the "City") and Utah Interactive, Inc. ("Contractor") are parties to that certain Agreement #8576 for Web Design Services dated _____, as same may be amended from time to time, ("Agreement"). The addresses of the parties are:

Utah Interactive, Inc. Attn.: Richard Brown 68 South Main Street – Suite 200 Salt Lake City, Utah 84101	Salt Lake City Corporation Information Management Services 349 South 200 East - Suite 200 Salt Lake City, Utah 84111

II. **Statement of Work to be Performed by Contractor.**

At the request of the City, Contractor shall provide the following web design, modification, and/or other consultation services pursuant to the terms of the Agreement:

A. _____

B. _____

C. _____

(Continue as necessary)

II. **Schedule of Work to be Performed by Contractor.**

A. Start Date: _____

B. End Date: _____

C. Description and dates of key interim steps to meet above:

_____

_____

III. **Deliverables to be Delivered to City by Contractor.**

_____

_____

IV. Price and Hours.

Identify the estimated hours of each employee that will have billable hours on the project described above, the applicable hourly rate and estimated total fee for each such employee, the type and amount of any incidental costs, and a total, not-to-exceed price for the project.

	Employee	$/Hour	Hours	Total Fee
A.				
B.				
C.				

(Continue as necessary)

Incidental, Out-of-Pocket Expenses

A. _____

B. _____

C. _____

Total Not-To-Exceed Price (includes all costs above) **$**_____

Note: All fees above to be billed and paid in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

SALT LAKE CITY CORPORATION

By _____

Contract Administrator or Service Monitor

UTAH INTERACTIVE, INC.

By _____

Title _____

Salt Lake City Corporation
Contract Activation

Contract Nbr: 65 1 01 8576 Status: A City Wide: N

Title: WEB DESIGN SERVICES

Vendor 26290 UTAH INTERACTIVE INC

Dept Contact: AL PORTER 535-6091

Starts: Ends:

Term: Units:

Limit: $0.00

Contract Activation was successful.

CHristy