

**SERVICE AGREEMENT
NO. 10042929**

**BY AND BETWEEN
SUMMIT COUNTY
AND
THE UNIVERSITY OF UTAH**

This Service Agreement ("Agreement") is entered into and effective as of September 1, 2016, by and between Summit County, a political subdivision of the State of Utah, with a principal place of business located at 60 North Main, Coalville, UT 84017, ("Sponsor") and the University of Utah, a body politic and corporate of the State of Utah, ("University"). The Sponsor and University each is a "Party" and collectively they are referred to as the "Parties."

RECITALS

WHEREAS, Sponsor wishes to have certain services performed in accordance with the scope of work outlined in this Agreement; and

WHEREAS, the performance of such services is consistent, compatible and beneficial to the academic role and mission of University as an institution of higher education; and

WHEREAS, University is qualified to provide such services required under this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and undertakings herein set forth, the parties agree as follows:

1. Scope of Work. Subject to receipt of Compensation as provided for in Section 3 below, University agrees to perform for Sponsor certain services ("Services") described in the Scope of Work set forth in Appendix A, which is attached hereto and incorporated herein by this reference.
2. Period of Performance. This Agreement commences on September 1, 2016 and will continue until January 15, 2017 ("Project Period"). This Agreement may be extended for additional periods of performance upon written approval by Sponsor and University.
3. Compensation and Payment.
 - 3.1 Compensation. Sponsor shall pay to University a total of Sixty Thousand, Five Hundred Thirty U.S. Dollars (\$60,530.00) ("Compensation") for performance of the Services under this Agreement. This Agreement is cost reimbursable.
 - 3.2 Payment.

For Services that are performed on a cost reimbursement basis, Sponsor shall pay the Compensation as follows: thirty percent (30%) of the total Compensation shall be due upon execution of this Agreement, after receipt of an invoice (Initial Payment). University will draw against the Initial Payment to perform the Services. Sponsor shall make an additional payment of thirty percent (30%) of the total Compensation after receipt of an invoice that will issue when funds available under this Agreement for draw are ninety percent (90%) expended. Sponsor shall make an additional payment of thirty percent (30%) of the total Compensation after receipt of an invoice that will issue when funds available under this Agreement for draw are ninety percent (90%) expended. Sponsor shall make the final payment of ten percent (10%) of the total Compensation after completion of the Services and receipt of an Invoice. University will provide Sponsor with a final reconciliation of Compensation under this Agreement within ninety (90) days of completion or termination of the Agreement along with a refund of any over payment received by the University for performance of the Services.

Invoices shall be delivered to:

Summit County Auditor

P.O. Box 128

60 N. Main Street

Coalville, Utah 84017

Compensation checks shall be payable to "The University of Utah" and shall be delivered to:

UNIVERSITY OF UTAH
GRANT AND CONTRACT ACCOUNTING
201 PRESIDENT'S CIRCLE, ROOM 406
SALT LAKE CITY UT 84112-9020

4. Technical Supervision

4.1 Supervision by Sponsor. The person with primary responsibility for supervision of the performance of the services on behalf of Sponsor shall be Jeffrey B. Jones, or such other person as may be designated by Sponsor, who shall have primary responsibility for technical supervision of the Project.

4.2 Supervision by University. The person with primary responsibility for supervision of the performance of the services on behalf of University shall be Brenda Scheer. No other person shall replace or substitute for him/her in the supervisory responsibilities hereunder without the prior written approval of University, which may be granted or withheld at University's sole discretion.

A. 5. Reporting Requirements. The University, at such times and in such forms as the Sponsor may require, shall furnish the Sponsor such statements, records, reports, data, and information as the Sponsor may request pertaining to matters covered by this Agreement.

B. The University shall at any time during normal business hours and as often as the Sponsor may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the Sponsor or its designated authorized representatives to audit and inspect other data relating to all matters covered by this Agreement.

6. Equipment. All equipment, instruments and materials purchased or used by University in connection with performance of the services shall at all times remain under the sole control and ownership of University.

7. Publication and Confidentiality.

7.1 Publication. In furtherance of University's role as a public institution of higher education, it is necessary that significant results of service activities be reasonably available for publication by the University, and Sponsor acknowledges that University may publish the results of Services created under this Agreement (Results).

Notwithstanding the foregoing, University agrees that it shall not publish the Results, without the prior written consent of Sponsor, until the expiration of six (6) months following the first to occur of either completion or termination of this Agreement. In the event University wishes to publish Results prior to the expiration of the above described six (6) month period, University shall first provide to Sponsor written notice of University's intent to publish and a draft of such publication. Sponsor shall have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by Sponsor to contain confidential or patentable material owned by Sponsor, or to request a delay in submission of the draft for publication pending Sponsor's application for patent protection. In either event, University shall have no obligation to delay publication of the draft for longer than six (6) months following delivery of University's notice to Sponsor of intent to publish. If University does not receive Sponsor's written response to the notice of intent to publish within the thirty (30) day period, then Sponsor shall be deemed to have consented to such publication. Information supplied to University by Sponsor and identified by Sponsor as proprietary information shall not be included in any material published by University without prior written consent of Sponsor.

7.2 Confidentiality. University is a governmental entity subject to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 to 901, as amended and Utah Code §§ 53B-16-301 to 305 as amended ("Records Statutes"). Under the Records Statutes certain records within University's possession or control, including without limitation, the Agreement, may be subject to public disclosure; and University's confidentiality obligations shall be subject in all respects to compliance with the Records Statutes. Pursuant to the Records Statutes, Sponsor may submit a single claim of business confidentiality concerning confidential business records exchanged during the project with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by the Records Statutes or as otherwise required by law.

8. Indemnification.

8.1 Indemnification by University. University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code §§ 63G -7-101 to 904, as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act, are limited to the amounts established in section 63G-7-604 of the Act, and are further limited only to claims that arise from the negligent acts or omissions of University. Subject to the Act, University shall indemnify, defend and hold harmless Sponsor, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages to the extent caused by the negligent acts or omissions of University, its officers, agents or employees in connection with the performance of University's obligations under this Agreement.

8.2 Indemnification by Sponsor. Sponsor is also a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah. The Parties agree that Sponsor shall only be liable within the parameters of the 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. Subject to the Act, Sponsor shall indemnify, defend and hold harmless University, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages that may result from the negligent acts or omissions of Sponsor, its officers, agents or employees in connection with this Agreement.

9. Compliance with Laws. In performance of the Services, Sponsor and University shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders.

10. Patents and Inventions. The University shall own all right, title and interest in all inventions and improvements conceived or reduced to practice by University or University personnel in the performance of the services (hereinafter collectively "Invention") and may, at its election, file all patent applications relating thereto. In consideration of Sponsor's support of University in performance of the Services and subject to receipt of Compensation as provided for in Section 3 of this Agreement, University hereby grants to Sponsor an option for an exclusive license to said Invention, which shall expire six months after University has provided written notice to Sponsor of any such Invention ("Option Period"). Upon exercise of the option in writing, the Parties will meet within thirty (30) days to begin negotiating the terms of the license. The Parties agree to negotiate in good faith. In the event a license is not executed within six (6) months from the exercise of the option, or the option is not exercised within the Option Period the University shall be free to license the Invention to others at the University's sole discretion with no further obligation to the Sponsor. In the event the University shall abandon its rights to any such Invention prior to exercise of said option, University shall assign to Sponsor all of the University's rights, title and interest therein.

11. Relationship of Parties. In assuming and performing the obligations of this Agreement, University and Sponsor are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent or employee of the other. Neither Party shall use the name or any trademark of the other Party in any advertising, sales promotion or other publicity matter without the prior written approval of the other Party.

12. Termination. This Agreement may be terminated by either Party at any time and from time to time, by giving written notice thereof to the other Party. Such termination shall be effective thirty (30) days after receipt of such notice. Termination shall not relieve either Party of any obligation or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind any payments made prior to the time of such termination.

13. Uncontrollable Forces. Neither Sponsor nor University shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming Party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the control of the nonperforming Party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Sponsor or University under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

14. Miscellaneous.

14.1 Assignment. Neither Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written consent of the other Party.

14.2 Entire Agreement. This Agreement, with its attachments, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any other written or oral understanding of the Parties. This Agreement may not be modified except by written instrument executed by both Parties.

14.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

14.4 Notices. Except as provided in Section 3 hereof regarding payment of invoices, any notice or other communication required or permitted to be given to either Party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of delivery if delivered by courier, express mail service or first-class mail, registered or certified, return receipt requested. Such notice shall be sent or delivered to the respective addresses given below, or to such other address as either Party shall designate by written notice given to the other Party as follows:

In the case of University

Technical

Brenda Scheer
City & Metropolitan Planning
375 S. 1530 E. Rm 235
Salt Lake City, UT 84112

Contractual

WILLIAM ERNEST
UNIVERSITY OF UTAH
OFFICE OF SPONSORED PROJECTS
1471 E. FEDERAL WAY
SALT LAKE CITY UT 84102-1821

In the case of Sponsor:

Technical

Jeffrey B. Jones
P.O. Box 128
60 N. Main Street
Coalville, Utah 84017

Contractual

Thomas C. Fisher
County Manager
P.O. Box 128
60 N. Main Street
Coalville, Utah 84017

14.5 Order of Precedence. Any conflict, inconsistency or discrepancy among the Agreement and any other documents listed below shall be resolved by giving precedence in the following order.

(a) This Agreement including any attachments hereto

(b) Purchase Order issued by Sponsor. In the event a purchase order is issued under this Agreement and such purchase order contains standardized terms and conditions, the terms and conditions of this Agreement shall supersede and replace all such purchase order standardized terms and conditions.

14.6 Governing Law and Disputes. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah, without application of any principles of choice of laws. Disputes that cannot be resolved by Sponsor and University shall be determined by a court of competent jurisdiction in the State of Utah.

14.7 Nonwaiver. A waiver by either Party of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach.

14.8 Use of Name. Sponsor may not use the name of University in any news release or advertising or any publications directed to the general public without written approval of University.

14.9 Insurance. Both Parties to this Agreement shall maintain insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

14.10 Export Control. In the event that a Party under this Agreement intends to provide information, equipment or materials restricted under applicable export control law or regulations (including but not limited to Export Administration Regulations and International Traffic in Arms Regulations), to an institution covered by these laws or regulations during the course of any activity under this Agreement, the Party must first notify the University of its intention to provide this data at least 30 days in advance of actually providing this information, equipment or materials, and indicate to whom at the institution the information, equipment or materials is being provided, along with specific reference to the applicable regulatory sections. Institution will then determine whether it will accept such information, equipment or materials or decline. In addition, each Party's performance of any activity under this Agreement is subject to compliance with all U.S. export control and Office of Foreign Assets Controls (OFAC) regulations.

14.11 Severability.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision, which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

14.12 Warranties. University hereby warrants that the Services performed will be performed substantially in conformance with the standard of care observed by similarly situated entities providing services under similar conditions. In the event of a breach of the foregoing warranty, University's sole obligation shall be to use commercially reasonable efforts to re-perform the Services in compliance with such warranty, if possible, or at the option of the Sponsor, University shall refund the fees paid by the Sponsor for the Services rendered.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

SUMMIT COUNTY
"Sponsor"

By: 
Signature

Name: Thomas C. Fisher
(Please print)

Title: County Manager

Date: 8/29/2016

UNIVERSITY OF UTAH
"University"

By: 
Signature

Name:
Title: Todd Nilsen for Brent K. Brown
Director,
Office of Sponsored Projects

Date: August 29, 2016

APPENDIX A
SCOPE OF WORK

FINAL 8.16.16

Summit County Hub Feasibility Project

Goal: Develop a program and design for the site with three different scenarios representing different use mixes and intensities (e.g., park-and-ride, TOD).

Preparation (Phase 0): Presentation of prior work and experience

Outcome: PowerPoint presentation on our background on TOD/MXD/sprawl at a public meeting arranged by Summit County officials.

Personnel: Brenda Scheer, Reid Ewing, Kathryn Terzano

Timeline: Early September (1 day)

Cost: n/a

Phase I: Review existing documents

Assumption: The site arrangement is the independent variable – site size, shape, access and environmental conditions set limits for development potential. Materials available from Summit County and other sources will be gathered, mapped consistently, and analyzed. This includes:

1. Land use, zoning, traffic, public facilities, utilities, transit, topography, drainage, soils, vegetation, Phase I ESA, access to the site.
2. Housing surveys in Summit county, employment mix, make initial assumptions about affordability, transit potential based on travel model origin/destination matrices.
3. Review expanded and updated housing demand and supply report.
4. Review the work of the Kem Gardner Policy Institute as it is generated.
5. Transportation studies as available.

Outcome: Report, with maps, on the physical site limitations and initial range of programmatic options.

Personnel: Brenda Scheer, Kathryn Terzano, planning PhD student

Timeline: Late-August to September (~6 weeks)

Cost: \$4,500.00

Phase II: Case Studies

1. Prepare a list of case studies based on similar resort/transit/housing accommodations in North America. Select three for case study site visits. Prepare visit materials and contacts, include brief analysis of program, context of the case study projects, other comparative common data set collectible before trip (similarity in housing affordability, transportation issues, demographics, physical arrangement and size of resort).
2. Two researchers will travel and document the case study projects, with Summit County stakeholders.

Outcomes: Summary report on case studies analysis. This report may be published subsequent to its primary use in this analysis. Presentation (with visuals from the case studies) at a public meeting arranged by Summit County officials.

Personnel: Brenda Scheer and Kathryn Terzano
Timeline: September – October (~6 weeks)
Cost: \$25,800.00

Phase III: Scenarios & Transportation Impact Analysis

1. Prepare program range for preliminary analysis and transportation modeling, based on case study lessons and data from the county and others. Up to six alternative program scenarios of housing, parking, open space and other uses, as estimated square footage, will be analyzed for transportation impact. These will be based on alternative assumptions of transit, housing demand (income, unit size, types), parking demand (structure and unstructured), and compatibility with other uses such as: trailhead, community center, retail, convenience store, community gathering and open spaces.
2. Following the preparation of the six scenarios, a transportation impact analysis will be prepared for each. The impact analysis will include a projection of vehicle trips, mode shares, parking demands, and vehicle miles traveled (for air quality analysis) for each of the scenarios, based on the ITE Trip Generation Manual, the mixed-use development methodology of Ewing, et.al., and a regional travel model developed by Mike Brown. The scenarios should also include an impact analysis to both the Kimball Junction and Jeramy Ranch Interchanges (pre and post roundabout installations).

Outcome: Presentation of the scenario materials and transportation evaluation at a public meeting arranged by County officials. Record and facilitate discussion.

Personnel: Brenda Scheer, Kathryn Terzano, Reid Ewing, Mike Brown, Summit County personnel, PhD student
Timeline: October – November (~6 weeks)
Cost: \$18,100.00

Phase IV: Design

1. Prepare three alternative design scenarios responding to the public input and programmatic and site limitations.

Outcomes: Report on scenarios, including program dimensions and illustrated and 3d site plan;
A best practices recommendation regarding the property disposition (or lease) and development process;
After approval by Planning Commission and County Council, summary of materials in a brief, illustrated report;
Presentation of materials for Council.

Personnel: Brenda Scheer, Kathryn Terzano, architecture student
Timeline: November-December (~6 weeks)
Cost: \$12,130.00

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Total Budget: \$60,530.00

**APPENDIX B
SERVICE AGREEMENT BUDGET**

BUDGET

SALARIES

Brenda Scheer (\$112/hr*80 hr)	8,960
Kathryn Terzano (1.5 months)	8,187
Reid Ewing	3,000
PhD student	1,140
Master's student	1,320
Total Salaries	22,607

BENEFITS

Brenda Scheer	2,356
Kathryn Terzano	5,076
Reid Ewing	789
PhD student 10%	114
Master's student 10%	132
Total Benefits	8,467

TRAVEL (Three locations x 2 people)

Airfare (\$600 pp/trip)	3,600.00
Hotel (\$175 pp/day)	3,150.00
Meals (\$40 pp/day)	1,200.00
Transportation (\$40/day)	720.00
Summit County trips (10 RT @\$41)	410.00
Total Travel	9,080

Consultant - Mike Brown	3,840
Supplies	350

Direct cost balance	44,344
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F&A 36.5%	16,186
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TOTALS	60,530
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