

REQUEST FOR PROPOSALS

SALT LAKE COUNTY

RE-ISSUE

**For the Operation of Commercial Farming
Entrepreneurships at the
Big Cottonwood Parcel**

RFP #PAR42852-1

Date of Issue: January 9, 2018

Open Space and Urban Farming Program
Parks and Recreation

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Part 1: Overview and Instructions

1.1 Purpose of the RFP

Salt Lake County, on behalf of its Open Space and Urban Farming Program, “County” is soliciting proposals from qualified firms “Proposer / Contractor” to provide management and operation of commercial farming enterprise at Big Cottonwood Regional Park as per the attached Exhibit A Map.

1.2 Deadline for Proposal Submission

Proposals must be logged and stamped received before **2:00 PM on Tuesday, January 30, 2018**. **Electronic proposals will be accepted but hard copy is preferred. No proposals will be accepted after the closing date and time.** Submit proposals to Option 1 or Option 2 as follows:

Option 1 - Salt Lake County Contracts & Procurement, 2001 South State Street, Room N4-600, Salt Lake City, Utah 84190-3100

OR

Option 2 – Email Proposal to Slco-Purchasing@slco.org

1.3 Projected Schedule for the RFP Process

County reserves the right to modify the following schedule at its discretion:

<u>Activity</u>	<u>Date</u>
Pre-Proposal Conference	January 17, 2018
Final day to submit questions	January 24, 2018
Proposal Due Date	January 30, 2018
Committee Meeting	February 6, 2018
Proposer Interviews	Optional
Anticipated Notice to Proceed	February, 2018

1.4 Pre-Proposal Conference

Interested Proposers are invited to attend a pre-proposal meeting to discuss the project and to ask questions about this RFP. It will be held on **Wednesday, January 17, at 9:30 am**. It will be onsite at Salt Lake County Government Center, 2001 South State Street, N4-600 Contracts and Procurement Office, North Building 4th Floor on the west side. If Proposer would like to participate by conference phone, e-mail tyoung@slco.org for the toll free phone number and

meeting room number. Proposers are encouraged to submit their questions in writing before the meeting to tyoung@slco.org. The meeting is for informational purposes only and is not binding. If the RFP needs to be modified or clarified, the County will issue a written amendment in the online solicitation system in the Utah Public Procurement Place (UPPP) <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>.

1.5 Question Submission

Questions may be submitted to tyoung@slco.org until the deadline for questions submission which is **January 24, 2017 at 2:00 pm**. Answers to the questions will be posted in UPPP for anyone to view. **Do not contact County officers or employees, or selection committee members.**

Part 2: Scope of Work and Requirements

2.1 Background

Salt Lake County Farming History

Farmland along the Wasatch Front is disappearing rapidly. Only 76,239 acres of land was in production in 2014 while 107,477 acres of land was in production in 2007. This decline in agricultural land is in direct opposition to recent surveys by Envision Utah results of which show that over 67% of residents prioritize buying local food.

Citizens in Salt Lake County, like citizens elsewhere, are becoming keenly aware of the negative impacts to our local economy and environment as food production moves farther away from the place of consumption. The citizens of Salt Lake County would benefit from the option of purchasing locally produced food. That option becomes less available as land development pressures squeeze out family farms.

One of the key focuses of Salt Lake County's Urban Farming program is to increase local food production. Various county-owned parcels are scheduled for development into county parks and other recreational amenities sometime in the future. The purpose of the Urban Farming program is to maximize the use of these county-owned lands in the short term, demonstrate the viability and sustainability of commercial farming and community gardens in the county, and support efforts to bring local produce to the residents of the county.

Big Cottonwood Regional Park History

The property was purchased by county commissioners in the 1980's to ensure that the public would have access to land for parks and recreational fields for sports such as soccer, football, etc. It has been farmed in recent years providing fertile ground for melon, squash, and other vegetable production. **The parcel has access to water shares from the canal and has a connection to a culinary water line.**

2.2 Scope of Work and Tasks to be completed

Please see Use of Premises in the Sample Lease Agreement (Attachment D).

Requirements:

1. A simple yearly work plan must be submitted by April 1st of each year.
2. Written progress reports are required to be submitted on July 30th and Dec 31st each year.
3. Farmer must gain written permission from county in the event that a significant part of the parcel is to remain fallow for a season.

2.3 Length of Agreement

The “**Term**” of the Lease Agreement(s) will commence on the date the County executes the Lease Agreement(s) and all the conditions set forth have been completely satisfied.

Big Cottonwood Regional Park: The lease term will expire on the 2nd anniversary of the Commencement Date. The County, at its sole option, may renew the Lease Agreement for four additional one-year periods.

For purposes of the Lease Agreement, the date the Lease Agreement expires or is terminated is called the “**Lease Agreement Ending Date.**”

County reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

2.4 Payment

The Leasee(s) shall make the annual lease payment for the first year at the signing of the lease and before January 1st in subsequent years.

2.5 Insurance Requirements

Leasee(s) shall, at its sole cost and expense, secure and maintain during the term of this Agreement the minimum insurance coverage as outlined in the Attachment D, Sample Lease Agreement.

2.6 Proposal Format / Submission Requirements

A. Proposal: Please answer all the questions in **Exhibit B** and submit as per the date and time indicated in this RFP.

1. *Proposer Request for Protected Information*: All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA unless a claim of business confidentiality is submitted per the Request for a Protected Status. If submitting, the Request for Protected Status form must be submitted with the proposal directly behind the cover summary and does not count toward the page limit.
2. *Sealed and Marked Packaging*: The proposals must be sealed and clearly marked "**Commercial Farming Proposal**" on the outside of the package and on the body of the proposal. All copies must be put into **one** envelope or box and sealed; do not put each proposal copy in a separate sealed envelope.
3. *Number of Proposal Copies*: Submit five **(5)** copies of your proposal + **one (1)** unchanged electronic copy in PDF format on a disk or thumb drive and include in the envelope or box.

B. **Electronic proposals will be accepted but hard copy is preferred.** No proposals will be accepted after the closing date and time. Submit proposals to Option 1 or Option 2 as follows:

Option 1 - Salt Lake County Contracts & Procurement, 2001 South State Street, Room N4-600, Salt Lake City, Utah 84190-3100

OR

Option 2 - Email Proposal to Slco-Purchasing@slco.org

Part 3: Response Evaluation and Notice to Proposers

3.1 Evaluation and Scoring Criteria

The proposal will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation utilizing the point system listed below. Committee Members individually score the proposals and rank them 1st, 2nd, 3rd, etc. according to their total score. The following point system is utilized:

Excellent (5): If the proposal offer exceeds expectations, with an excellent probability of success in achieving all requirements of the RFP, and is very detailed in providing innovative ideas, new concepts or optional features applicable to the project; a score of “5” is given.

Good (4): If the proposal offers a very good probability of success, achieves all requirements of the RFP in a reasonable fashion and provides some innovative ideas, new concepts or optional features applicable to the project; a score of “4” is given.

Acceptable (3): If the proposal offers a reasonable probability of success, but some of the requirements may not be met and does not include innovative ideas, new concepts or optional features applicable to the project; a score of “3” is given.

Poor (1-2): If the proposal falls short of expectations and has a low probability of success; a score of “1-2” is given.

Unacceptable: If the approach completely fails the requirements; a score of “0” is given.

Proposals will be evaluated, scored, and ranked on the following criteria. The proposal is 100% of the scoring.

A. Proposal

The proposal will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation.

30% Relevant Experience.

- 1) Demonstrated experience at operating commercial farming enterprises at locations similar in size to the premises. Relevant Experience/References as per **Exhibit B**. Provide detailed relevant experience for a minimum of three (3) projects of similar scope, comparable size, complexity, and delivery method. Include the following: name of client, contact person and current phone number, brief description of project, date, total contract amount, and any other pertinent information regarding the experience. Include references for familiarity and previous experience with the County or other local governmental agencies. The County may contact any or all of the

Proposer's clients for a reference. If the County finds erroneous information, points may be deducted or the proposal may be rejected. If a proposal is submitted without references, points may be deducted or the proposal may be rejected.

2) List any contracts you have had with the County in the last 5 years.

3) Demonstrated ability to complete the work financially.

30% Proposed Work Plan. Provide a work plan for the commercial farming operations as per **Exhibit B**. Include the following: description for operating and managing farm operations on the property, diversity of crops to be grown, summary of produce growing practices, proposed sales outlets, marketing, and equipment to be used. Please note: significant deviation from the proposed work plan can lead to termination of the lease without prior written approval from county.

Indicate how many acres your plan includes to farm (of the 7 acres available)

Provide Letters of Support from any partners that you may have to perform the services.

If any part of the work will be provided by a subcontractor(s), please state their company name, their role in this contract, and the estimated amount of time. The Proposer will be responsible for verifying the qualification and validity of all licenses or permits for any out-sourced work to subcontractors.

30% Outcome indicators. All proposals must include an outcome indicators that directly relate to the designated objectives listed in **Exhibit B**.

10% Public Benefit Component. All proposals must include a benefit to the public which includes an educational component (e.g. educating new farmers, school tours), or charitable component (e.g. food contributions to the food bank or other local donation outlets), or a combination of all of these listed in **Exhibit B**.

0% Lease Fee. Provide your proposed annual lease fee. Indicate how many acres your fee includes to farm (of the 7 acres available). The lease fee must clearly demonstrate a public benefit through the payment of an annual lease fee as listed in **Exhibit B**.

Note: The average payment for commercial farming parcel is \$300 per acre per year.

B. Preference System

Salt Lake County may adjust scoring pursuant to its Preference System established by ordinance and policy. Please refer to the preference system attachment and include the preference information in the pricing proposal if requesting.

C. Interview, Demonstration, and Site Visit.

The Selection Committee may invite Proposers for an interview, demonstration, or conduct a site visit. The purpose is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview, demonstration, or site visit.

D. Recommended Award

After the Selection Committee has completed their evaluation process, the Selection Committee will then present a recommendation for award to the proper signing authority for authorization to negotiate a contract with the top-ranked Proposer.

E. Debrief Meetings

Debrief meetings with the selection committee members will not be allowed, however, a Proposer may discuss the RFP process with the chair/facilitator of the committee at any time.

3.2 Written Agreement Required

The selected Proposer must agree to all requirements in the RFP scope of work. The selected Proposer must also be willing to enter into a written agreement with County and agree to all the terms set forth in the Example Lease Agreement, attached to this RFP.

If you wish to request alterations the RFP, including any of the terms of the example RFP Agreement, or any of the exhibits, attachments, or addenda, *the alterations must be specifically identified in your proposal* with reasonable alternatives presented. Any such exceptions must be submitted in a separate sealed envelope, and clearly marked as “Requested Alterations.” Only those alterations so specified will be available for discussion or negotiation. Proposer understands that deviations from the Example Lease Agreement are made at the County’s sole discretion.

Proposers are advised that the County is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken on by the Proposer prior to full execution of a written agreement is done at the Proposer’s sole risk.

3.3 Notice To Proposers

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

A. Government Records Access and Management Act (GRAMA):

County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to County a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their proposal 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. For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFP as Attachment A. **All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by County. All proposed costs/pricing/fees submitted to the county are public records. An entire proposal cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be considered non-responsive if marked as such.**

B. Copyrighted Material Waiver: In the event that the proposal contains copyrighted or trademarked materials, by submitting its proposal the Proposer grants the County the right to use, reproduce, and publish the copyrighted or trademark materials in any manner the County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.

If the proposal contains materials whose copyright or trademark is held by a third party, it is the Proposer's sole responsibility to obtain permission from that third party for the County to reproduce and publish the information.

By submitting its proposal, the Proposer certifies that it owns or it has obtained all necessary approvals for the reproduction or distribution of the contents of the proposal and agrees to indemnify, protect, save and hold the County, its representatives and employees harmless from any and all claims arising from all intellectual property claims related or connected to

the proposal and agrees to pay all legal fees incurred by the County in the defense of any such action.

- C. Restrictions On Communications: From the issue date of this solicitation until a Proposer is selected and the selection is announced, Proposers are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT the Buyer overseeing this procurement. Failure to comply with this requirement may result in disqualification.
- D. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.
- E. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in County's RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- F. Costs: Proposers bears all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and attending the interview.
- G. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected Proposer. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise must be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov.
- H. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposer submitting a proposal based on any information other than that contained in County's RFP and any addenda, do so at their own risk.
- I. Receiving Proposals: Contracts and Procurement will administer receipt and opening of all proposals. Proposals will be held, unopened, by Contracts and Procurement in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one

proposal is received in response to County request, Contracts and Procurement, in coordination with the agency requesting the project, may recommend entering into a contract to the single Proposer if the conditions cited above are met. Alternatively, Contracts and Procurement may re-solicit for the purpose of obtaining additional proposals.

- J. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time must be made in writing to the County.
- K. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP will be considered non-responsive and may be rejected in whole or in part.
- L. Protests: Pursuant to Salt Lake County Code of Ordinances § 3.20.150, a protest in regard to the RFP document must be submitted in writing prior to the RFP closing date. All other protests must be submitted in writing within five (5) business days after notification of the award is posted on UPPP. A protestor may file only one (1) protest after the RFP closing date. Protest letters must specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
- M. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition will render the proposal void, and such conduct is unlawful and subject to criminal sanction. By submitting a proposal, the Proposer hereby certifies that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.
- N. Ethical Standards: Proposer represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) 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 of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.
- O. Campaign Contributions: The Salt Lake County campaign finance

disclosure ordinance limits campaign contributions by Proposers to County candidates. Salt Lake County Code of Ordinances § 2.72A. Proposer acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Proposer further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

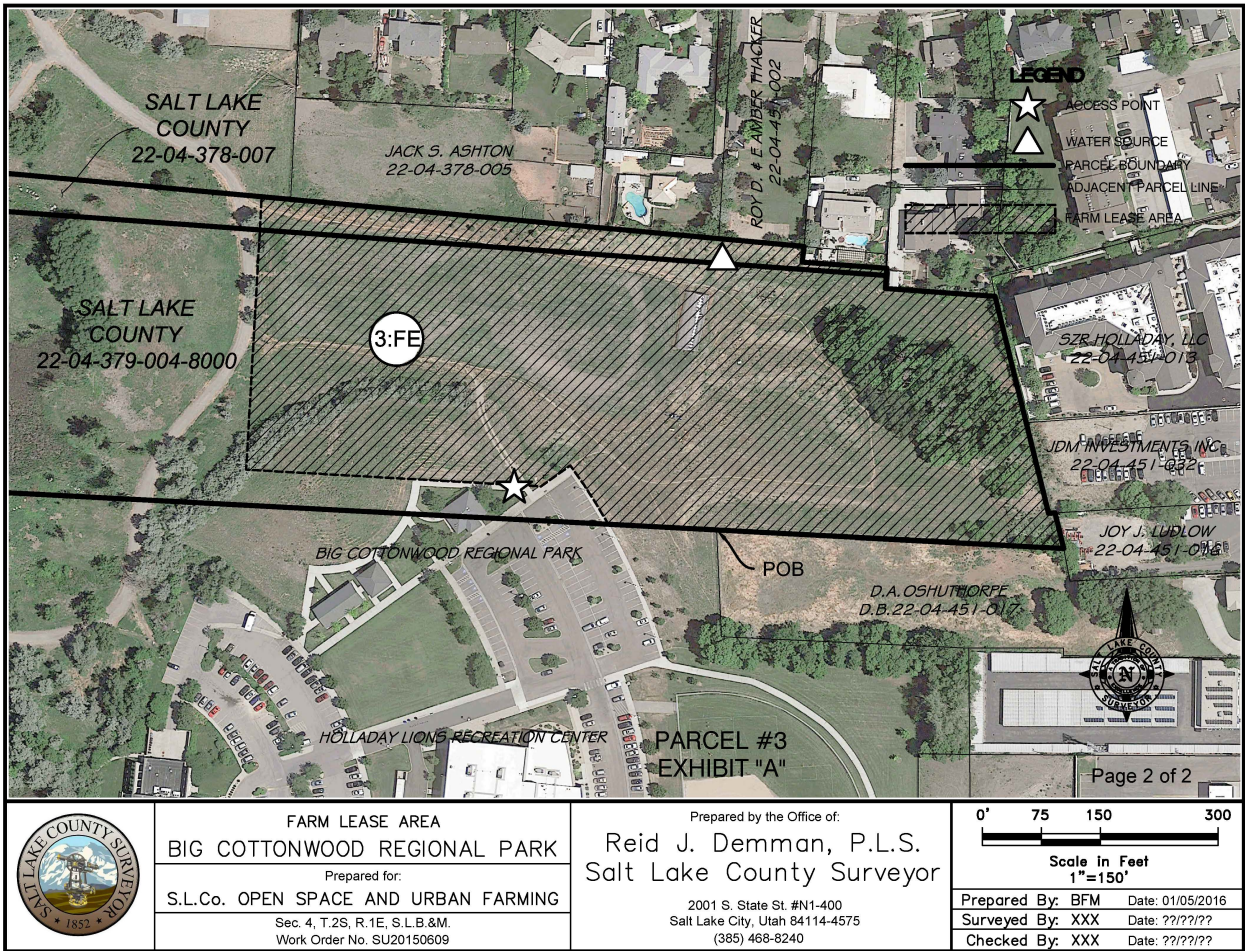
- P. Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact Contracts and Procurement at 385.468.0306. TTY users may call 711.
- Q. Environmentally Responsible Procurement Practices: In compliance with Executive Order #2013-4, County has implemented environmentally responsible procurement practices. Please refer to Attachment C.
- R. Notice to Retirees of Utah Retirement Systems ("URS")
County is a URS "participating employer." Entering into an agreement with County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Ann. § 49-11-504 to -505. In addition, Proposer is required to notify County immediately if a retiree of URS is the Proposer; or an owner, operator, or principal of the Proposer. Proposer may refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.
- S. Employee Status Verification System
Proposer shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer's supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee

of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to comply with this requirement may result in the immediate termination of its contract with County.

Salt Lake County Urban Farming RFP

Exhibit # A

Big Cottonwood Regional Park - Holladay Lions Area



Address: 1661 E. Murray-Holladay Rd.
Parcel ID #: 22-04-379-003
Local Municipality: Millcreek City Zone: R-1-10
Farmable Acreage: approx. 7
Water Classification: Irrigation Canal
Irrigation Shares: 204
Notes: Agriculture is a permitted use. Irrigation water is available from underground pipe along North side of parcel. Successful respondent will be responsible for irrigation system and connection.



Salt Lake County

**Exhibit B: Commercial Farming
Proposal Questions**



Date _____

Legal Entity Name _____

Doing Business as (if applicable) _____

Contact Person after contract Award _____

Phone Number _____

E-mail Address _____

Street Address _____

City, State, Zip Code _____

Submit a completed and signed Exhibit B form, answering the questions listed below

Questions:

1. Experience/References:

- a. Provide 3 references with whom you have previously worked and who can describe your capabilities. Include the name, title (if applicable), address, email, and phone number.
- b. List any contracts you have had with the County in the last 5 years.

- c. Demonstrated ability to complete the work financially.
2. **Management Experience and Qualifications.** Submit a resume or description of your qualifications, demonstrating experience in farming for each individual that will be farming AND their job responsibilities. Include the number of years you have been in business.
3. **Plan of Work.** Provide a work plan for the commercial farming operations. Include the following: description for operating and managing farm operations on the property, crops to be grown and equipment to be used. Share with us your ideas and goals. Indicate how you plan to finance commercial farming operations.
 - Indicate how many acres your plan includes to farm (of the 7 acres available).
 - Provide a Letter of Support from any partner(s) required to complete the services.
4. **Growing Practices.** Provide a description of growing practices along with documentation for any applicator licenses. It is the intent of the program that sustainable, organic practices be used wherever possible on county owned lands.
5. **Outcome Performance Measures.** Proposal must show a tie to the designated objectives listed below:
 - Local food production – relates to farming activities that are designed to significantly increase local food production along the Wasatch Front.
 - Commercial Farming – relates to a strong commercial farming and marketing component. Programs where commercial farming is an element of a larger program will be scored lower.
 - Creating Economic Opportunities – applies to activities related to economic development and job creation.

The Commercial Farming Outcomes are:

- Availability – applies to activities that make local food available through direct and indirect channels.
- Utilization – applies to activities that produce local produce during spring, summer, and fall.
- Growth – refers to new job opportunities created.

Please provide an estimate of projection of outcomes for your farming operations for each year that show a tie to the designated objectives and outcomes listed above:

- a. The amount of produce produced per acre of production.
- b. Provide an estimated breakdown of revenue streams such as farmers market, CSA, institutional sales. Also, please provide a letter of support from all institutional partners.
- c. Number of jobs created or new markets/relationships formed.

6. **Public Benefit Proposal.** Describe the benefit to the public good which could be monetary (additional lease fee), educational (new farmers, school tours), or charitable (food contributions to the food bank), or a combination of the all of these examples.

7. **Lease Fee.** Provide your proposed annual lease fee. Indicate how many acres your fee includes to farm (of the 7 acres available).

The lease fee must clearly demonstrate a public benefit through the payment of an annual lease fee as per question 6 above.

Note: The average payment for commercial farming parcel is \$300 per acre per year.

8. **Certification**

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this organization to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the Mayor for Salt Lake County.

Proposer Authorized Representative

Type or Print Name

Position or Title

Date

Attachment A
REQUEST FOR PROTECTED RECORD
(Business Confidentiality Claim)

I request that the attached/enclosed information (record) provided to Salt Lake County, or any of its agencies (divisions or programs), be considered confidential and given protected status as defined in Utah's Government Records Access and Management Act ("GRAMA").

Name and Address of business and representative making this confidentiality claim:

Description of the information (record) which is to be covered by this confidentiality claim and which you believe qualifies for protected status:

The following reasons support this claim of business confidentiality and protected status under Utah Code Ann. § 63G-2-305 (please check all of the following that apply):

- () 1. The record provided is a trade secret as defined in Utah Code Ann. § 13-24-2 (*See* Utah Code Ann. §§ 63G-2-305(1) and 63G-2-309).
- () 2. The record is commercial or non-individual financial information and: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of Salt Lake County, or its agencies, to obtain necessary information in the future; and (b) the interest of the provider in prohibiting access to the information is greater than the interest of the public in obtaining access. (*See* Utah Code Ann. §§ 63G-2-305(2) and 63G-2-309).

REQUIRED: A concise written statement supporting a business confidentiality claim, as required by Utah Code Ann. § 63G-2-309(1). Attach additional sheets if necessary.

NOTE: Claimant shall be notified if a record claimed to be protected is classified public or if the determination is made that the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring an appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing within thirty (30) calendar days.** *See* Utah Code Ann § 63G-2-309(2). The procedure to appeal a GRAMA classification within thirty (30) calendar days is described in Countywide Policy 2040, which can be found on the County's website [www.slco.org](http://slco.org) or by typing the following link into your address bar: <http://slco.org/policies/Countywide>.

Signature of Claimant Representative: _____ Date: _____

Claimant Representative Name and Title: _____



Attachment B

SALT LAKE COUNTY CONTRACTS & PROCUREMENT PREFERENCE SYSTEM

Salt Lake County may award bids or adjust scoring to a proposal through a preference system. One or more preferences may accrue to vendors who submit responsible, responsive offers if other factors are met.

Vendors may request the following preferences:

- Employee Health Care Preference
- Local Business Preference
- Veterans Hiring Preference

Employee Health Care Preference

The Health Care Preference shall accrue to vendors who currently provide and will maintain the following through the term of the contract with the County:

- A health benefit plan, as defined by [Utah Code Ann. § 26-40-106\(2\)\(a\)](#), made available to the vendor's covered employees and their dependents.
- A copy of the health benefits certificate or a letter signed by the vendor's carrier detailing coverage and dates of coverage of the health care benefits.

Local Business Preference

The Local Business Preference shall accrue to vendors who currently have and will maintain all of the following through the term of the contract with the County:

- A completed and signed Local Business Preference Certification Form, which includes a street address within the county that is not a post office box;
- A copy of a current business license issued by the county or any city within the boundaries of the county.

Veterans and Companywide Hiring Preference

The Veterans and Companywide Hiring Preference shall accrue to vendors who currently provide and will maintain all of the following through the term of the contract with the County:

For veterans:

- 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;
- A completed and signed certificate verifying that a vendor has employed, and is currently employing, at least one veteran under its recruitment program;

Companywide:

- 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;
- A job training program recognized by a federal, state, or local governmental entity; and,
- A 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.

REQUIREMENTS

If no offers are submitted claiming preferences(s), the solicitation will be awarded to the lowest or highest responsive, responsible bid as solicited or the highest ranking proposal.

If required certification form and preference documentation is not received with the bid or proposal, the County will not consider the preference request.

The County maintains the right to monitor the vendor's compliance of any preference status. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the vendor.

A vendor may qualify for one or more preferences. Scoring of preferences varies by the type of solicitation as noted below:

Request for Proposals (RFPs)

A proposer may receive one (1) point added to the total score of its proposal for each of the preferences offered herein for which the proposer qualifies.

PREFERENCE CERTIFICATION FORM

YOU MUST CHECK THE BOX FOR EACH PREFERENCE OPTION CLAIMED

If you do not include this completed certification form along with required documentation with your bid or proposal submission, your preference request will not be considered.

☐ **Employee Health Care Preference** – Currently provide and will maintain qualifying health benefits to covered employees and dependents through the term of the contract with the county. A copy of the health benefits certificate or a letter signed by the vendor's carrier detailing coverage and dates of coverage of the health care benefits must accompany the bid or proposal to have the preference request accepted.

☐ **Local Business Preference** – Qualified local business must submit with the bid or proposal a copy of a current business license issued by the county or any of the cities within the boundaries of the County and complete the certification below.

Local Business Preference Certification Form

Company Name:

Street Address:

Vendor's Signature:

☐ **Veterans and Companywide Hiring Preference** – Currently provide and will maintain all of the following programs through the term of the contract with the county:

Veterans and Companywide Hiring Preference Certification Form

Company Name:

Explanation of Program to Actively Recruit and Employ Veterans*:

Percentage of workforce that qualifies as veterans:

Vendor has employed, and is currently employing, at least one Veteran under its recruitment program. ☐ Yes ☐ No

**For purposes of this section of County Policy, a veteran is an individual who has served on active duty in the armed forces of the United States for more than 180 consecutive days; or, was a member of a reserve component who served in a campaign or expedition for which a campaign medal has been authorized and who has been separated or retired under honorable conditions; or, has incurred an actual service-related injury or disability in the line of duty.*

Vendor maintains 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. ☐ Yes ☐ No

Vendor maintains a job training program recognized by a federal, state, or local governmental entity. ☐ Yes ☐ No

Vendor offers a 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. ☐ Yes ☐ No

By signing below, vendor certifies that the information provided on this Veterans and Companywide Hiring Preference Certification Form is true and correct as of the time of submitting this bid or proposal.

Vendor's Signature:

ATTACHMENT C

Environmental Compliance Practices Vendor Compliance Statement and Non-Debarment Certification

1. In compliance with Executive Order #2013-4, Salt Lake County has implemented environmentally responsible procurement practices. The County requires all persons, businesses, corporations and other entities doing business or entering into a contract with the County to comply with all federal, state and local environmental laws, rules and regulations. Compliance with environmental laws, rules and regulations is a relevant factor in evaluating the integrity and responsibility of a business. The county, in its sole discretion, may not solicit proposals from, award contracts to, procure, or otherwise enter into business arrangements with any person, business, corporation or other organization that is noncompliant. If a vendor is suspended, proposed for debarment, debarred, ineligible or excluded from contracting with another government entity due to environmental non-compliance, the County in its sole discretion, may deem the vendor non-responsible and decline to award a contract.

2. Based on the foregoing, the vendor certifies, to the best of its knowledge, that neither the vendor nor any owner, officer or agent of the vendor:

2.1 is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from the award of a contract or purchase by any federal, state or local agency based on a finding, determination, notice of violation or order of environmental non-compliance;

2.2 is presently indicted or charged by a government entity in a criminal, civil or administrative proceeding with the commission of any offense, violation, or failure to comply with any federal, state, or local environmental law, rule or regulation, indicating a lack of business integrity or business honesty affecting its responsibility as a county vendor;

2.3 has, within the last three (3) years, been convicted, or had a civil judgment or administrative order rendered against it for any offense or violation, including but not limited to environmental noncompliance, indicating a lack of business integrity or business honesty affecting its responsibility as a county vendor;

2.4 has, within the last three (3) years, had a contract/purchase terminated due to an act or omission, including but not limited to environmental non-compliance, demonstrating a lack of business integrity or business honesty affecting its responsibility as a county vendor.

3. Vendor shall require any sub-vendor to disclose in writing, whether at the time of the award of the subcontract, the sub-vendor complies with the certification requirements in subparagraphs 2.1, 2.2, 2.3 and 2.4 above.

4. Vendor shall immediately notify the county in writing if, at any time before the award, the vendor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

5. If it is later determined that vendor knowingly rendered an erroneous certification under this provision, in addition to other available remedies, the county in its sole discretion, may terminate the contract/purchase for default.

ATTACHMENT E

County Contract No. _____
District Attorney No. 2015-_____

ATTACHMENT D

URBAN FARMING LAND LEASE between SALT LAKE COUNTY and _____

THIS LAND LEASE ("Lease") made and entered into this _____ day of _____, 2015, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("OWNER"), and _____ ("TENANT"). OWNER and TENANT are sometimes jointly referred to as the "Parties."

RECITALS:

- A. On _____, 2015, OWNER issued RFP No. _____ for qualified individuals or organizations to farm small parcels owned by the OWNER.
- B. On _____, 2015, TENANT submitted a proposal in response to OWNER's RFP.
- C. On _____, 2015, the Salt Lake County Mayor or designee approved the recommendation of the RFP selection committee to enter into this Lease with TENANT.

WITNESSETH:

For good and valuable consideration, including rent and the benefits that will flow to the citizens of Salt Lake County from TENANT'S duties and obligations under this Lease, the Parties agree as follows:

1. GRANT OF LEASE.

OWNER hereby leases to TENANT approximately _____ acres of real property located at approximately _____, in Salt Lake County, as more fully described on Exhibit "A" (the "Premises") attached hereto and by reference made a part of this Lease.

2. TERM OF LEASE.

Wheadon Parcel:

The date this Lease is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the effective date of this Lease, and shall terminate five years after the effective date, unless sooner terminated in accordance with law or the provisions of this Lease. This Lease may be extended in writing signed by both parties, at the OWNERS's sole discretion, for two additional one year periods.

Big Cottonwood Parcel:

The date this Lease is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the effective date of this Lease, and shall terminate two years after the effective date, unless sooner terminated in accordance with law or the provisions of this Lease. This Lease may be extended in writing signed by both parties, at the OWNERS's sole discretion, for three additional one year periods.

3. RENT.

[To be drafted after contract is awarded.]

4. RFP AND PROPOSAL.

4.1 TENANT agrees to conduct farming operations as described in Salt Lake County RFP No. _____, issued _____, attached hereto as Exhibit B and by reference incorporated herein as part of this Lease, and as described in TENANT's proposal, attached hereto as Exhibit C and by reference incorporated herein as part of this Lease.

4.2 Some provisions of said Exhibits are expressly set forth in this Lease. Even though certain provisions of the Exhibits are not expressly set forth in this Agreement, those provisions shall have the same force and effect as though fully set forth unless said provisions conflict, either directly or indirectly, with provisions stated in this Agreement. In the event of inconsistency between any provision of the Exhibits with the provisions in any other Exhibit or in this Agreement, the provisions that control shall be determined in accordance with the order of precedence set forth in Paragraph 26 of this Agreement.

5. LIENS AND ENCUMBRANCES.

TENANT agrees that they shall not take any actions or make any representations in connection either with the property or their activities on the property which shall have the effect of, or result in the attachment of, any lien or other encumbrance to the property or otherwise interfere with OWNER's title to the property.

6. SUBLETTING OR ASSIGNMENT.

TENANT shall not sublet the Premises or any part thereof or assign this Lease, nor shall TENANT use the Premises or permit the Premises to be used for any other purpose than as stated in this Lease without the prior written consent of OWNER. TENANT agrees that it will use the Premises in conformance with all existing licensing, building and zoning ordinances of Salt Lake County and all other applicable state and local laws and regulations.

7. INSURANCE.

TENANT shall, at its sole cost and expense, secure and maintain during the term of this Agreement the following minimum insurance coverage.

7.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES:

A. 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 end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to OWNER.

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

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

—OR—

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

C. TENANT shall furnish certificates of insurance, acceptable to OWNER, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event any work is subcontracted, TENANT shall require its subcontractor, at no cost to OWNER, to secure and maintain all minimum insurance coverages required of TENANT hereunder.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, TENANT shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by OWNER, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to OWNER.

F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to OWNER in a manner approved by the Salt Lake County District Attorney.

G. In the event TENANT fails to maintain and keep in force any insurance policies as required herein, OWNER shall have the right at its sole discretion to obtain such coverage and reduce payments to TENANT for the costs of said insurance.

7.2 REQUIRED INSURANCE POLICIES:

TENANT agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers’ compensation and employer’s liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, TENANT 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.

B. Commercial general liability insurance on an occurrence form with OWNER as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect OWNER, TENANT, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from TENANT's operations under this Agreement, whether performed by TENANT 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, and completed operations.

C. If TENANT intends to operate a motor vehicle in pursuit of this Lease, TENANT must obtain Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with OWNER as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

8. ENVIRONMENTAL COMPLIANCE.

TENANT shall not store, use, manufacture or bring on or about the Premises any toxic material, hazardous waste or hazardous substance regulated by any city, county, state or federal governmental authority. TENANT shall be solely responsible for and shall defend, indemnify and hold OWNER harmless from and against all claims, costs, liabilities, attorney's fees and judgments arising out of or in conjunction with the removal, cleanup or restoration of the Premises. TENANT'S obligations under this provision shall survive the termination or expiration of this Lease. TENANT shall notify OWNER before using chemicals on the Premises. TENANT shall not import any fill material to the Premises.

9. SURRENDER AND RETURN OF PREMISES.

At the end of the term of this Lease, TENANT agrees to and shall return the Premises to OWNER in as good a condition as when received, reasonable wear and tear excepted.

10. INDEMNIFICATION BY TENANT.

TENANT shall indemnify and hold OWNER free and harmless as to any damage or liability resulting from TENANT's acts or omissions to act arising out of TENANT's use of said Leased Premises and shall promptly remove dangerous conditions either known or which should be reasonably known by the TENANT, which conditions occur on the Premises during the term of this Lease. The TENANT agrees that OWNER shall not be liable for indirect, incidental, or consequential damages, regardless of the form of action, nor shall it be liable for exemplary damages or lost revenue or profits.

11. LIABILITY.

OWNER is a body corporate and politic of the State of Utah, and by entering into this Lease, OWNER does not waive any defenses of governmental immunity under Utah Code Ann. Sections 63G-7-101, *et seq.* Nothing contained in this Lease shall be construed to increase OWNER's liability beyond that set forth in the Governmental Immunity Act.

12. **USE OF PREMISES.**

12.1. **Land Use Protocols:**

The TENANT assumes complete responsibility for managing, operating, and maintaining the Premises, including but not limited to, marketing their business, selling produce to outlets, and maintaining and repairing any fixtures or equipment related to TENANT's farming operations.

12.2. TENANT shall use sustainable farming practices whenever possible and shall strive to incorporate organic agricultural practices, as defined by the Organic Materials Review Institute (OMRI) and the National Organic Program (NOP) if possible.

12.3. TENANT is required, at its sole cost and expense, to adhere to the following land use protocols for the management and operation of the commercial farming operations:

12.3.1. Cover Crops and Rotation

TENANT must plant cover crops and/or rotate crops as a standard practice to maintain soil tilth and health and reduce erosion.

12.3.2. Compost Application

Organic matter such as compost is a valuable addition to the soil where the percentage of organic matter is low. TENANT, at its sole cost and expense, shall take annual soil tests each fall to use as a guide to determine the compost needs for each field.

TENANT is responsible for proper compost application and soil management of their Farm Plot(s). TENANT needs to manage its field(s) properly to protect soil, conserve nutrients and organic matter.

It is acceptable to apply organic mulches, which may include partially composted materials (not including manures), at any time.

TENANT shall assure that no runoff enters any adjacent water bodies.

12.3.3. Weed Management

Preventing weeds from reseeding and regenerating is essential to farm management. Means of controlling weeds that are encouraged are as follows: mulching, mowing, and hoeing. TENANT may use chemical substances to control weeds in the first two years of the Lease. TENANT must keep records of all substances used on the property. TENANT must be properly certified applicators according to Utah regulations.

TENANT is responsible for making regular field inspections for weed growth. Fields and field edges, are required to be regularly maintained

(collectively, “Areas”). Areas and farm plots determined mismanaged by the OWNER will be subject to a written complaint submitted by the OWNER and must be addressed within a time frame acceptable to the OWNER.

12.3.4. Insect Management

Insect management includes attracting and encouraging beneficial insect populations as a means to balance populations of insect pests.

TENANT is required to understand current pest management methods of control. TENANT should be versed in Integrated Pest Management (“IPM”) monitoring techniques such as scouting.

TENANT may use chemical substances to control pests in the first two years. Before applying pesticides, TENANT must be certified by attending a USU Extension/UDAF pesticide applicator workshop and pass the exam.

TENANT must keep records of all pest controls in a log from year to year. Logs are subject to inspection by OWNER staff.

12.3.5. Disease Management

TENANT needs to be familiar with plant diseases and be able to identify them when they appear. Resources for plant disease identification are available through Utah State University Extension Services staff, Utah Department of Agriculture, and other means, including, but not limited to, online resources and textbooks. TENANT must keep records of disease infections and controls in its Logs for reporting purposes.

12.3.6. Reports

TENANT is required to submit a written mid-year and an end of year report (“**Land Use Report**”) each year as part of the Lease. Reports shall include, but not be limited to, logs pertaining to insect, weed, and disease management, information on how much produce was grown, and challenges faced/successes achieved during the season. Anecdotal stories and photos about experiences that customers and the farmer have are encouraged in the report and are helpful in Urban Farming program’s annual reporting. The written reports shall be submitted on June 30th and November 30th of each year so that the OWNER is aware of challenges and successes on the property on a continual basis.

12.4. **Commercial Farming Operation’s Personnel**

TENANT shall provide all personnel necessary and prudent for the safe and efficient performance of the commercial farming operations.

12.5. Equipment for Commercial Farming Operations; Maintenance and Repair

- 12.5.1. TENANT shall, at its sole cost and expense, provide, setup and use all equipment, material, and supplies necessary and prudent for the safe, efficient, and successful performance of the commercial farming operations.
- 12.5.2. All capital improvements made, and fixed equipment installed, by the TENANT become the property of the OWNER upon completion or installation, at the OWNER's option. TENANT will not be compensated by OWNER for improvements or fixed equipment retained by OWNER. Should the OWNER choose not to exercise this option, it shall be the responsibility of the TENANT to remove fixed equipment and return the Premises to the OWNER in a condition as good or better than at the effective date upon expiration of the Lease.
- 12.5.3. TENANT must identify all fixed equipment and improvements they shall make towards their commercial farming operations.
- 12.5.4. TENANT shall, at its sole cost and expense, maintain and operate the commercial farming operations in good and safe condition and in accordance with industry standards. This includes, but is not limited to, the maintenance, repair, and replacement of the equipment, materials, and supplies used by the TENANT for commercial farming operations.
- 12.5.5. At all times during the Term and Renewal Term, the OWNER is not required to provide any services, materials or equipment to TENANT or to the Premises.

12.6. Utilities

- 12.6.1. The utility access comes "as is." The TENANT shall be responsible, at its sole cost and expense, for utility hook ups, maintenance of their connections to electric and water sources from their Farm Plots and equipment. The TENANT shall also be responsible for upgrading any existing utility service or creating a new utility system as needed, and obtaining the appropriate permits and approvals, including written approval from the OWNER or City where the farm plot is located.
- 12.6.2. Where applicable the TENANT may use water shares owned by the OWNER at no cost; for parcels identified with culinary water availability, the TENANT shall be responsible for the cost of the water. The TENANT is required to abide by the terms and conditions of the water shares. See

Appendix A Farm Plot List to determine water availability.

12.7. Distribution/Marketing

12.7.1. Sale and distribution of the produce grown on the Premises is limited to the Wasatch Front and cannot be sold for distribution elsewhere.

12.7.2. TENANT shall market and publicize its commercial farming business to all potential clients along the Wasatch Front.

12.7.3. At all times during the Term and Renewal Term, the TENANT shall include in its stationary letterhead and all print, broadcast, and electronic website, advertising materials, a prominent, easily legible statement that reads: **“Partner of Salt Lake County Urban Farming Program.” Other language must be approved in writing by the OWNER.**

12.8. Cleaning; Trash Collection; Recycling

12.8.1. TENANT shall, at its sole cost and expense, clean-up and remove all waste, garbage, refuse, rubbish, organic debris and litter generated by and related to the commercial farming operations.

12.8.2. TENANT shall provide proper waste receptacles throughout the Premises in compliance with all County, State, and Federal regulations regarding recycling. TENANT should reduce, reuse, and recycle wherever possible.

12.9. Subleasing

TENANT shall not delegate or enter into any subleases for the performance of its obligations under the Lease, in whole or in part, without on each occasion obtaining the prior written consent of the OWNER. TENANT shall submit to the OWNER, copies of all proposed subcontract(s) to be entered into by TENANT, along with TENANT's written request for the OWNER's consent. OWNER shall have sole discretion to grant or deny consent for a sublease.

12.10. Licenses and Permits

The TENANTS shall, at its sole cost and expense, obtain and maintain during the Term and Renewal Term all licenses and permits required under all applicable laws and related to the commercial farming operations.

12.11. Reporting and Payment Schedule

Within 120 days of the TENANT's fiscal year ending date, and on or before 60 days following the expiration or earlier termination of the Lease, TENANT must submit to the OWNER a report that includes an annual summary description of the activities undertaken by the TENANT on or with respect to the Premises. TENANT must also promptly submit to the OWNER all supplemental logs, records, and other information that the OWNER may require.

12.12. Community Benefit
[To be based on Proposal.]

13. OWNER'S RIGHT OF ACCESS.

TENANT grants a continuing right of access to the Premises or any part thereof to OWNER and its employees, agents and/or representatives. Said access shall be afforded at all reasonable times for the purpose of inspecting the Premises, for necessary repairs and maintenance, for enforcement of the provisions under this Lease or for any other necessary or reasonable purpose of OWNER.

14. OWNERSHIP OF IMPROVEMENTS.

The ownership of any and all improvements and repairs which TENANT shall make or install in or on the premises shall remain with the Premises at the expiration of this Lease or any extension or renewal thereof. Should OWNER request TENANT to remove any fences or other alterations or improvements made by TENANT, TENANT shall do so prior to the termination of this Lease or sooner if requested by OWNER.

15. ACCEPTANCE OF PREMISES.

TENANT accepts the Premises and facilities on said Premises in their present condition as being sufficient and suitable for TENANT's use. TENANT having been on the Premises and having examined the facilities, accepts the Premises AS IS and further states that OWNER has made no representation as to any environmental contamination of the soil upon the Premises.

16. STRUCTURES AND FENCES.

TENANT shall not construct structures of any character or remove or relocate fences or excavate upon the Premises without the prior written consent of OWNER.

17. REMOVAL OF TREES OR WOOD.

TENANT shall not cut nor allow any person to cut or carry off from the Premises any tree or wood, nor burn any stubble, grass, weeds or any substance growing upon said Premises or any part thereof, without first having obtained the written consent of OWNER. TENANT expressly covenants and agrees to hold OWNER free and harmless from all damage caused by fire resulting from the use or operation of said Premises by TENANT. TENANT further agrees that any damage done to any canal, ditch, well, bridge, or culvert, upon said Premises by TENANT, or any of its servants, agents, or employees, shall promptly be repaired by TENANT at its own sole cost and expense.

18. MAINTENANCE OF FENCES, CANALS, ETC.

TENANT will keep and maintain all trees, fences, canals, ditches, buildings, troughs and all other facilities now upon said Premises, or which may be placed thereon during the Lease term, in good order and condition. No grading or changes to the Premises shall be made by the TENANT without written permission from the OWNER.

19. TERMINATION.

Either party may terminate this agreement in advance of its expiration date upon giving the other party at least ninety (90) days written notice of the date of such termination. Unless TENANT is in default hereunder, termination shall not occur at any time when crops have been planted, are growing, and have not yet been harvested. Upon such termination, TENANT agrees to vacate the Premises on the termination date and surrender and return possession to OWNER.

20. DEFAULT OR FAILURE OF PERFORMANCE.

In the event the Premises are used or permitted to be used contrary to the provisions of this Lease, or if TENANT is in default of any other provisions of this Lease, OWNER may, without notice, re-enter and take possession and re-let the leased premises holding TENANT liable for all damages, costs and expenses relating thereto. Alternatively, OWNER may immediately terminate this Lease without liability and hold TENANT liable for any damage, costs, and expenses, which may arise from said termination.

21. LIENS FOR LEASE PAYMENTS.

It is expressly agreed and covenanted that any unpaid rent or other charges required to be paid under this Lease will constitute and be considered a first lien on the personal property of the TENANT located on the Premises, and that such personal property shall not be removed until all rent and other charges are fully paid.

22. NOTICE.

Whenever any notice is given or made pursuant to this Lease, it shall be in writing sent by regular U.S. mail or delivered personally to the following addresses for OWNER and TENANT, or such addresses as may be specified in writing by the parties from time to time.

TENANT: _____

OWNER: Salt Lake County
Real Estate Division
2001 South State Street, S3-120
Salt Lake City, Utah 84190-3100

Copy to: Julie Peck-Dabbling
Parks and Recreation
2001 South State Street, S4800
Salt Lake City, Utah 84190

23. NON-FUNDING CLAUSE.

OWNER intends to request the appropriation of funds to administer this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the OWNER'S obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the OWNER as to succeeding fiscal years

and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any Event of Default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of TENANT, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by OWNER under this Agreement, OWNER shall promptly notify TENANT of said non-funding and the termination of this Agreement.

24. PUBLIC RECORDS

TENANT acknowledges that OWNER is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§63G-2-101, *et seq.*, as amended. As a result, OWNER is required to disclose certain information and materials to the public, upon request. Tenant agrees to timely refer all requests for documents, materials and data in its possession relating to this Lease and its performance to the OWNER for response by the OWNER.

25. ETHICAL STANDARDS.

TENANT represents that it has not knowingly: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

26. CAMPAIGN CONTRIBUTIONS.

TENANT acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. TENANT also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions to County candidates. TENANT further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Lease. TENANT represents, by executing this Lease, that TENANT has not knowingly made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

27. PRIVILEGE TAX.

Under the Utah Farmland Assessment Act, Salt Lake County will assess a privilege tax on the use of the Premises at prevailing rates. TENANT shall be responsible for the payment of the privilege tax.

28. INTERPRETATION

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Lease;
- B. Salt Lake County's Request for Proposals (Exhibit 1); and
- C. TENANT's Proposal in response to County's Request for Proposals (Exhibit 2).

OWNER and TENANT agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease or caused it to be executed by their duly authorized officers the day and year first hereinabove set forth.

OWNER:
SALT LAKE COUNTY

TENANT:

By: _____
Mayor or Designee

By: _____

Printed Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM AND
LEGALITY

By: _____
DAVID A. JOHNSON
Salt Lake County Deputy District Attorney

Date: _____
The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the TENANT by authority of law and that this Agreement is binding upon the TENANT. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973).

Date: _____

EXHIBIT A

Sample