

COMMISSION MEETING

PACKET

DATE:

July 22, 2025

NOTICE AND AGENDA OF A MEETING OF THE KANE COUNTY COMMISSION

PUBLIC NOTICE IS HEREBY GIVEN that the Commissioners of Kane County, State of Utah, will hold a **Commission Meeting** in the Commission Chambers at the Kane County Courthouse, 76 N. Main Street, Kanab, Utah on **Tuesday, July 22, 2025** at the hour of **10:00 A.M.**

*The Commission Chair, in her discretion, may accept public comment on any listed agenda item unless more notice is required by the Open and Public Meetings Act.

View Online www.kane.utah.gov/publicmeetings or Dial: (US) +1 240-394-8436 – PIN: 821 151 844#

CALL MEETING TO ORDER

WELCOME

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT:

CONSENT AGENDA:

Check Edit Report: July 9, 2025-\$1,005,168.31 and July 16, 2025-\$1,031,112.51

Approval of: Commission Meeting Minutes for July 8, 2025

REGULAR SESSION:

1. Public Hearing Regarding the Appointment of Steve Shrope to the Kane County Water Conservancy District Board
2. Kane County Resolution No. R 2025-23 a Resolution Appointing Steve Shrope to the Kane County Water Conservancy District Board / Commissioner Kubeja
3. Review/Approval of Public Defender Contract for Mr. Troy Sundquist / Full Commission
4. Review/Approval of Five County Association of Governments FY25 Contract Amendment and Report / Commissioner Kubeja
5. Review/Approval of Five County Association of Governments Area Agency on Aging FY26 Contract / Commissioner Kubeja

- 6. Ordinance 2025-21 an Ordinance Amending the Zoning of Lot 18-49A from R-1/2 to R-1 - Shannon McBride / Commissioner Brown**
- 7. Kane County Ordinance No. O 2025-22 an Ordinance Revising Kane County Land Use Ordinance Adding Article F Home Occupation into Chapter 6 Residential Zones - Shannon McBride / Commission Brown**
- 8. Discuss/Vote on Contract for Services for East Zion Trails Cultural Survey Work, Funded by Governor's Office of Economic Opportunity, through GOEO's Rural County Development Fund / Commissioner Meyeres**
- 9. Kane County Resolution No. R 2025-24 a Resolution Annexing the Towns of Big Water and Alton into the Kane County Human Resource Special Service District / Commissioner Brown**
- 10. Discuss/Vote on Resolution R 2025-25 a Resolution Supporting the Rebuilding of the Historic North Rim Lodge Following the Destruction Caused by the Dragon Bravo Fire / Full Commission**
- 11. Discussion/Decision about Letter of Support/RFP Submission (New Utah Code) for Entities Providing 911 Services in Kane County / Commissioner Kubeja**
- 12. Discuss/Vote on Whether to Propose a Declaration of Disaster to Provide Economic Relief for Kane County Businesses Impacted Financially by the White Sage Fires and the North Rim Fire Destruction of Grand Canyon Park Infrastructure / Full Commission**
- 13. Financial Update / Full Commission**
- 14. Review of Legislative Issues / Full Commission**
- 15. Commissioner Report on Assignments / Full Commission**

Closed Session:

- Discussing an individual's character, professional competence, or physical or mental health.
- Strategy sessions to discuss collective bargaining, pending or reasonably imminent litigation, or the purchase, exchange lease or sale of real property.
- Discussions regarding security personnel, devices or systems.
- Investigative proceedings regarding allegations of criminal misconduct.

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Chameill Lamb at (435) 644-2458. Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate. All items to be placed on the agenda must be submitted to the Clerk's office by noon Thursday, prior to the meeting.

CONSENT AGENDA

Approval of:

**Check Edit Report: July 9, 2025-\$1,005,168.31 and
July 16, 2025-\$1,031,112.51**

Commission Meeting Minutes for July 8, 2025

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
July 8, 2025 at 10:00 AM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

Commissioner Attendance: Chair Celeste Meyeres, Commissioner Patty Kubeja (Online), and Commissioner Gwen Brown

Other County Officials in Attendance: Chameill Lamb, Keiren Chatterley, and Rhonda Gant

CALL MEETING TO ORDER: Commissioner Meyeres

WELCOME: Commissioner Meyeres

INVOCATION: Chameill Lamb

PLEDGE OF ALLEGIANCE: Commissioner Brown

PUBLIC COMMENT:

No public comment.

CONSENT AGENDA:

Check Edit Report: June 25, 2025-\$723,438.83 and July 2, 2025-\$403,388.62

Motion to approve the Check Edit Report for June 25th and July 2nd and the Commission Meeting Minutes for June 24, 2025 made by Commissioner Brown and motion carried with all Commissioners present voting in favor.

REGULAR SESSION:

1. **Discuss/Vote on Kane County Resolution No. R 2025-21 a Resolution Establishing a Policy for the Designation of a Backup Payroll Person by the Kane County Commission / Commissioner Brown**

Commissioner Brown stated that our auditors have mentioned that we are lacking because we don't have a backup person for our payroll. They are going to meet with Rhonda and get some input from her on who would be a good choice.

Motion to adopt Resolution 2025-21 establishing a policy for the designation of a backup payroll person by the Kane County Commission made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye

Commissioner Kubeja-aye

Commissioner Meyeres-aye

2. Discuss/Vote on Resolution No. R 2025-22 a Resolution of Kane County Approving Participation of the Vermillion Cliffs Special Service District in the Utah Counties Indemnity Pool as a Separate County Related Entity Member / Commissioner Brown

Clayton Cutler mentioned that the Utah Counties Indemnity Pool provide liability coverage, which we as the county are members. It would be beneficial for the SSD to become members of this indemnity pool. They require that a member sponsor a new member, so this would be Kane County sponsoring the Vermillion Cliffs Special Service District as a new member and they require that by resolution.

Motion to adopt Resolution 2025-22 a Resolution of Kane County approving participation of the Vermillion Cliffs Special Service District in the Utah Counties Indemnity Pool as a separate county related entity member made by Commissioner Brown and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye

Commissioner Kubeja-aye

Commissioner Meyeres-aye

3. Review of Legislative Issues / Full Commission

No legislative issues.

4. Commissioner Report on Assignments / Full Commission

Commissioner Kubeja

- They have been interviewing for a new public defender
- Successful Jacob Hamblin days
- Gave shoutout to all the first responders in our county

Commissioner Meyeres

- Update on Utah/AZ EMS
- The county has been working with the Duck Creek area to potentially incorporate
- There have been some new orders coming out regarding how public lands, national parks, and national recreation areas are managed

Commissioner Brown

- They approved the budget and fee schedule for Vermillion Cliffs Special Service District
- New Justice Court Judge Shea Owens will be trained by the end of July

Motion to adjourn at 10:21 A.M. made by Commissioner Meyeres and motion carried with all Commissioners present voting in favor.

WHERE UPON MEETING WAS ADJOURNED

Celeste Meyeres Chair

Chameill Lamb Clerk/Auditor

AGENDA

ITEMS

ITEM # 1

**Public Hearing Regarding the Appointment of Steve
Shrope to the Kane County Water Conservancy District
Board**

ITEM # 2

**Kane County Resolution No. R 2025-23 a Resolution
Appointing Steve Shrope to the Kane County Water
Conservancy District Board**

KANE COUNTY RESOLUTION NO. R 2025 – 23

**A RESOLUTION APPOINTING STEVE SHROPE TO THE KANE COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES**

WHEREAS there is a vacancy on the Kane County Water Conservancy District Board of Trustees due to the resignation of Michael East whose term for this board position began on January 1, 2022 and shall expire December 31, 2025; and

WHEREAS the Kane County Board of Commissioners (“Commission”) has complied with the requirements to solicit applicants for a replacement for this board position including taking public comment; and

WHEREAS the Commission desires to appoint Steve Shrope to the Kane County Water Conservancy District Board of Trustees to fill the remainder of the vacant term;

**NOW THEREFORE BE IT HEREBY RESOLVED BY THE KANE COUNTY BOARD OF
COMMISSIONERS, IN AND FOR KANE COUNTY, STATE OF UTAH, AS FOLLOWS:**

1. Steve Shrope is appointed to serve as a board member on the Board of Trustees of the Kane County Water Conservancy District.
2. Steve Shrope is appointed to fill the vacancy due to the resignation of Michael East. The term is a four-year term which began on January 1, 2022 and will end on December 31, 2025 or when a replacement has been appointed, whichever is later.

ADOPTED this 22nd day of July 2025.

Celeste Meyeres, Chair
Board of Commissioners
Kane County

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Commissioner Meyeres voted
Commissioner Kubeja voted
Commissioner Brown voted

ITEM # 3

Review/Approval of Public Defender Contract for Mr.
Troy Sundquist

PUBLIC DEFENDER AGREEMENT

July 1, 2025 – June 30, 2026

This agreement made and executed by and between Kane County, a body corporate and politic of the State of Utah, hereinafter referred to as "County," and Troy Sundquist, hereinafter referred to as "Attorney".

WITNESSETH

WHEREAS, pursuant to Utah Code Ann. §77-32-101 *et. seq.* (1953 as amended), the County is obligated to provide for the defense of an indigent adult and juvenile in criminal cases in the courts; and

WHEREAS, the County may fulfill the statutory obligation through the appointment of qualified legal counsel who may provide the indigent legal services required by Utah Code Ann. §77-32-301 and §77-32-304; and

WHEREAS, Attorney is a qualified and competent attorney, licensed to practice law in the State of Utah and is willing to enter into this agreement with the County and is willing and desirous to perform the necessary legal services for indigent juvenile and adult defendants;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, it is hereby agreed between the parties as follows:

Section 1. REPRESENTATION

- 1.1 Utah Code Ann. §77-32-301 requires Counties "[t]o provide counsel for each indigent who faces the substantial probability of the deprivation of the indigent's liberty."
- 1.2 Pursuant to statutory directive, Attorney shall provide competent legal counsel in criminal matters for persons charged with criminal acts in the Justice, District or Juvenile Courts of Kane County (hereinafter "indigent defendant(s)") except as specifically excluded by Section 6 and Section 7.1 below. These criminal matters may include any misdemeanors and any felony up to and including first degree felonies. Attorney shall provide competent legal counsel for those indigent defendants participating in the Kane County Recovery Court program including attending bi weekly non-court staffing meetings, bi-weekly court sessions, and quarterly policy meetings. Attorney must attend an annual recovery court training. Travel, per diem, registration, and lodging costs for this annual training will be paid by the County Recovery Court Budget.
- 1.3 Attorney shall cooperate with the courts to obtain an affidavit from the individual defendant averring his/her inability to pay for private counsel. The affidavit shall comply with the requirements of Utah Code Ann. §77-32-202. Attorney agrees not to act in a case until the court has issued its order of appointment. Attorney further agrees to promptly notify the court of any changes with regard to the

indigent status of a defendant, which changes would affect the qualifying of the defendant for court-appointed counsel. Attorney also agrees to assist the courts and the County Attorney's Office in providing information necessary to recover costs pursuant to Utah Code Ann. §77-32-202(6).

Section 2. **QUALIFICATIONS**

- 2.1 By his signature below, Attorney certifies that he is a member in good standing of the Utah Bar and that he is competent in the criminal practice of law. Attorney further certifies that he shall at all times during the period of this contract, maintain his status as a member in good standing of the Utah Bar.
- 2.2 Attorney certifies that he is a citizen of the United States or permanent resident alien.
- 2.3 Attorney Agrees to abide by all federal state and local laws, to abide by the Canons of Ethics adopted by the Utah Bar Association and to be bound by the Rules of Civility adopted by the Utah Supreme Court.
- 2.4 Attorney agrees that he is not currently, nor shall be, party to any litigation which would place his licensing or standing with the Utah Bar in jeopardy.
- 2.5 Attorney shall, during the period of this Agreement, maintain professional malpractice insurance and provide to the County, evidence of the insurance. Additionally, Attorney agrees to hold the County harmless from all damages, loss or injury it may suffer or be held liable for as a result of the conduct of Attorney or as a result of this Agreement.
- 2.6 In the event of any change of address, on-going conflict of interest, conflicting litigation or inability to practice law, the Attorney shall promptly notify the County in writing of such change of status.
- 2.7 Attorney shall keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this agreement. To further encourage the continuing education of Attorney, the County shall pay tuition costs annually for one (1) criminal law continuing legal education seminar or up to eight (8) hours of criminal law related continuing legal education presented by Utah's Criminal Defense Association, Utah Prosecution Council, or other equivalent approved entity during the period of this agreement.

Section 3 **BASE DUTIES OF ATTORNEY**

In exchange for the base compensation described in Section 5.1 below, Attorney agrees

to provide the following base duties in his representation of indigent defendants.

- 3.1 Pursuant to Utah Code Ann. §77-32-301, Attorney shall, subject to the exclusions of Section 6 and Section 7.1 below, provide competent and timely representation and counsel for each indigent defendant who has been charged by the Kane County Attorney's Office with violations of Utah law or County Ordinance in proceedings before the Justice, District and Juvenile Courts of Kane County and who faces the substantial probability of the deprivation of liberty as outlined in Section 1 above.
- 3.2 It is understood and agreed that accessibility to indigent defendants is an integral consideration in the making of this agreement and therefore the Attorney agrees to be available and accessible to indigent clients reasonably in advance of any hearing or trial. Attorney also agrees to make reasonable efforts to visit indigent defendants who are incarcerated in the Kane County Jail, admitted to a hospital or otherwise confined at the earliest possible moment; to return telephone calls as soon as reasonably possible and to otherwise be reasonably accessible to all indigent defendants.
- 3.3 Attorney shall, subject to the exclusions of Section 6 and Section 7.1 below, provide legal representation to indigent defendants in all matters involving criminal charges and for which Kane County is obligated by statute to provide legal services. The representation shall include conferring with clients, attending all matters before the court including scheduling conferences, all hearings and trials, and all other matters required to ensure adequate representation including, but not limited to probation revocation hearings and restitution hearings.
- 3.4 In the event of a scheduling conflict, Attorney must make his best effort to ensure that the representation under this contract is the first priority in scheduling. In the event Attorney requires that a matter assigned to him be temporarily reassigned on the basis of a scheduling conflict, the Attorney shall use only those attorneys currently practicing within the same law firm who have similar qualifications.
- 3.5 Attorney is responsible to always appear for his assigned indigent defendants whenever and wherever Court is held on their cases, including when those appearances are in Justice, District and/or Juvenile Court.
- 3.6 Attorney agrees to maintain adequate and proper records of the representation for each assigned indigent defendant.
- 3.7 Attorney agrees to provide to the legislative body or its designee, a bi-annual report of the number and types of cases or matters handled specifying the types and classes of offenses, courts, particular clients, non-jury trials, jury trials, hearings other than trials, plea-negotiated settlements and/or such other factors or statistical information as may be reasonably requested by the County that do not violate attorney client privilege. Attorney further agrees to undergo annually a

performance evaluation before the legislative body or designee to consider compliance with the terms of this agreement, including review of all bi-annual reports considering dispositions on each assigned indigent defendant, continuing legal education and training requirements together with review of qualitative input from the Judiciary and the County Attorney's Office.

3.8 Representation of indigent defendants shall be up to and including the filing of the first notice of appeal (see Section 4 below).

3.9 It is agreed between the parties that the County will bear the reasonable and necessary cost of investigators, laboratory costs, transcripts and defense witness fees, including expert witnesses called on behalf of indigent clients. Further, the County will bear the reasonable travel costs of Attorney, if any is required outside of Kane County, or outside his regular travel from his home/office to Kane County, in conjunction with their representation. It is agreed by the parties that prior to Attorney incurring expert witness fees on behalf of a client, the amount of the fee and the expert used will be approved by the court having jurisdiction of the case. The Attorney hereby agrees to use his best efforts to minimize the cost and expenses and shall make application for the approval of expenses in the form of a written motion the trial judge, specifying the reasons for the expense. Payment for any expense incurred by the Attorney and not previously approved by the Court or in excess of that approved by the Court, shall be the sole responsibility of the Attorney.

3.10 Except as provided herein, Attorney will bear all other expenses in providing the services contemplated herein, including, but not limited to, transportation to, from and within Kane County, office, telephone, postage, copying and secretarial costs.

Section 4 SPECIAL DUTIES OF ATTORNEY – RIGHT OF APPEAL

- 4.1 In addition to the base legal services described in Section 3 above, Attorney shall file a notice of appeal to the Utah Court of Appeals and/or the Utah Supreme Court with a copy sent to Appellant Counsel designated by County within ten (10) days of a conviction or final judgment against client upon consultation with and direction of his/her client based on a good faith belief the claims, defenses, or other legal contentions are warranted by existing law, or by a non-frivolous argument for the extension, modification or reversal of existing law or the establishment of new law.
- 4.2 Immediately upon filing a notice of appeal, but not later than ten (10) calendar days thereafter, Attorney shall contact Appellant Counsel designated by County to transition and turn over all relevant records within Attorney's possession or control as necessary in the interests of justice and as requested by Appellate Counsel.

Section 5 PAYMENT

- 5.1 In exchange for the services rendered in Section 3 above (Base Duties), County shall pay to Attorney the sum of \$95,000 annually. Said sum shall be paid in equal monthly installments delivered by the 15th of each month in which a payment is due.
- 5.2 It is specifically understood that Attorney will accept no other payment for work provided under this agreement, other than that compensation provided in the agreement under this Section. In the event a court orders repayment from any defendant for attorney fees and costs, all such repayment shall belong to the County.
- 5.3 Upon a showing of critical need, Attorney may request additional funding for extraordinary unforeseen expenses which may arise during the term of this agreement. A critical need for extraordinary unforeseen expenses shall be construed in favor of the accused and shall be determined weighing the nature, scope and materiality of the need in light of County resources and the County's constitutional duty to provide adequate defense resources for each indigent who faces the substantial probability of the deprivation of the indigent's liberty.

Section 6 EXCLUSIONS.

- 6.1 Attorney shall not be required to represent any indigent defendant charged with a capital felony matter.
- 6.2 Attorney shall not be required to represent any indigent defendant charged with violations of municipal law or any civil matter or any juvenile matter except those involving charges of delinquency.

Section 7 OTHER PROVISIONS

- 7.1 **Conflicts of Interest.** Attorney agrees to use his best efforts to avoid any conflicts of interest which would divide loyalty of defense counsel to the client. The parties recognize, however, that certain cases may arise where conflicts are of sufficient magnitude that Attorney cannot represent the indigent defendant.
 - 7.1.1 In the event of a conflict of interest or other permanent reassignment, Attorney shall first give notice to the Court verbally or in writing of the need and/or purpose of reassignment with a copy to the County Attorney. If the conflict is approved by the Court, the Court Clerk shall notify an attorney on the approved conflict counsel list of Kane County.
 - 7.1.2 In the event Attorney is disqualified from representing an indigent defendant after appointment, for any reason involving the misconduct of the Attorney or the filing of litigation in which Attorney is a party by any or all of the courts in which services are provided under this agreement or by the Utah State Bar, then Attorney shall be responsible for costs incurred by the County in provided substitute counsel for indigent

defendants.

- 7.2 **Assignability of Agreement.** This agreement is personal in nature and is not assignable to any person not a party to the agreement without the express written consent of the County.
- 7.3 **Independent Contractor.** It is understood by the parties that the Contractor is an independent contractor and not an agent, representative, or employee of the County nor is this contract intended to create such a relationship. It is further understood by the parties that all compensation provided hereunder shall not include deductions for FICA, Federal and State income tax and shall not include retirement benefits, health benefits, holiday pay leave or any other fringe benefit of the County.
- 7.4 **Duration.** This contract shall be one (1) year in duration commencing on July 8, 2025 and ending on June 30, 2026.
- 7.5 **Renewal.** This contract may be renewed for an additional one (1) year term, not to exceed June 30, 2027, upon written agreement by both parties.
- 7.6 **Termination.** This agreement may be terminated upon the following events:
 - 7.6.1 **Breach.** In the event that either party hereto shall deem the other to be in breach of any provision hereof, the party claiming the existence of the breach on the other's part shall notify the other in writing of such breach. The breaching party shall have fifteen (15) days in which to commence all actions necessary to cure the breach and shall notify the complaining party in writing of the actions taken to cure the breach. In the event the actions reasonably necessary to cure the breach are not commenced in a timely manner, the complaining party may terminate this agreement.
 - 7.6.2 **Voluntary Termination.** Either party may terminate this agreement upon the delivery of written notice to the other party ninety (90) days prior to the termination.
 - 7.6.3 **Misconduct.** In the event any disciplinary action is taken by the Utah State Bar against the Attorney, this contract may be immediately terminated without notice.
- 7.7 **Notice.** Any notice required by this agreement shall be given in writing addressed to the following unless otherwise designated in writing.

FOR THE COUNTY:
Kane County Commission
76 North Main
Kanab, Ut 84741

FOR THE ATTORNEY:

7.8 **Transition.** In the event this agreement is terminated under the provisions of Sections 7.6 above or is not renewed under the provisions of Section 7.5 above:

7.8.1 Attorney agrees to complete those existing cases where it is not feasible for Attorney to withdraw. Compensation for such cases shall be the then prevailing rate being paid to attorneys who handle conflict-of-interest cases, reduced by the proportional amount of work already completed.

7.8.1 The Attorney agrees to cooperate with his successors including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information and materials to the successor.

7.8.2 In the event the Attorney is not permitted to withdraw from the representation in any matter by the court, the County agrees to compensate the Attorney for base services under Section 3 above, at the prevailing rate being paid to attorneys who handle conflict-of-interest cases.

7.9 **Private practice.** Nothing in this agreement shall prohibit Attorney from representing private clients so long as the representation of private clients does not interfere with or create a conflict of interest in the representation of indigent defendants.

7.10 **Governing law.** This agreement shall be governed by the laws of the State of Utah.

7.11 **Non-funding clause.** It is understood by the parties that as a governmental entity, the County funding for this agreement is subject to the funds being appropriated by the legislative body. In the event no funds or insufficient funds are appropriated and budgeted in the fiscal year(s) of this agreement, this agreement shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, or in the event of a reduction in appropriations, on the last day before the reduction becomes effective. Said termination shall not be construed as a breach or default under this agreement and said termination shall be without penalty, additional payments, or other expense to the County of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Attorney.

7.12 **Discrimination.** Attorney assures that he will comply with the Americans with

Disabilities Act (ADA), and Title VI of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, sex, sexual orientation, marital status, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

7.13 **Drug Court.** As part of this agreement, the Public Defender shall also provide limited representation for all clients accepted into the Kane County Drug Court Program in order to ensure that the clients' legal rights are protected. The Public Defender shall advise Drug Court clients of their legal options, program conditions, and possible sentencing outcomes. Public Defender representation shall commence upon notice to the Public Defender from the Sixth Judicial District Court that an individual is scheduled for a Drug Court Review hearing, and representation shall continue until a client is graduated from, or terminated from, the Drug Court Program. The Public Defender shall attend Drug Court staffing sessions and court sessions, provide input and recommendations on clients' progress and advancement, and shall be available through all phases of the program to advise participants on Drug Court rules, sanctions, legal consequences and penalties, and possible mitigation of charges.

7.14 **Entire Agreement.** The parties agree that this Agreement constitutes their entire Agreement and any changes or modifications must be agreed to in writing by both parties and approved by the County Legislative Body in a public meeting.

In witness whereof, the parties have executed this contract the day and year written below:

FOR THE COUNTY:

FOR THE ATTORNEY:

Patty Kubeja, Commission Chair

DATED: _____

DATED: _____

Approved as to form:

Jeffrey Stott
Kane County Attorney

ITEM # 4

Review/Approval of Five County Association of
Governments FY25 Contract Amendment and Report

**FIVE COUNTY ASSOCIATION OF GOVERNMENTS
CONTRACT AMMENDMENT 1
WITH
KANE COUNTY COUNCIL ON AGING
Contract No. KANE FY 2025**

For July 1, 2024 to June 30, 2025, the following contract amounts are amended:

- The total reimbursable amount for Home Delivered Meals will increase to \$97,642 based upon actual expenditures for the year to include any approved supplies, equipment, repairs & maintenance paid on behalf of Kane County Council on Aging for provision of Home Delivered Meals.
- Reimbursement for Capital Expenditure as approved by Division of Aging & Adult Services for MOW Vehicle in the amount of \$62,080 under Home Delivered Meals Funding with additional Match requirement by Kane County as outlined below. Refer to Capital Expenditure approval document.
- Total Reimbursable for Congregate Meals will be \$53,865 based upon actual expenditures for the year to include any approved supplies, equipment, repairs & maintenance paid on behalf of Kane County Council on Aging for provision of Congregate Meals.
- Total Reimbursable for Title III-B: Supportive Services will increase to \$65,515 based upon actual expenditures for the year to include any approved supplies, equipment, repairs & maintenance paid on behalf of Kane County Council on Aging for provision of Congregate Meals.
- Flexibility to move funds between the different service categories under Title III-B: Supportive Services is approved for the contract year (July 1, 2024 – June 30, 2025) as approved by Five County AOG/AAA.
- Minimum match requirement will change as outlined below:
 - Home Delivered Meals: \$8,471.03
 - Capital Expenditure- MOW Vehicle \$13,304.00
 - Congregate Meals: \$6,645.63
 - III-B Supportive Services: \$11,957.18
 - In-kind Match (OAAPS) \$10,690.22
- The total reimbursable amount under the contract will increase to \$279,102 along with all other terms and conditions as outlined in the original contract will remain the same.

IN WITNESS WHEREOF, the parties sign and cause this contract amendment to be executed.

AOG

SUBCONTRACTOR

Darin Bushman **Date**
Executive Director
Five County Association of Governments

Print name: _____ Date _____
Chair, Kane County Commission

Carrie A. Schonlaw, Director **Date**
Area Agency on Aging

Jerica Bauer,
Coordinator, County Council on Aging

MATCH PROVIDED BY
KANE COUNTY FOR AGING PROGRAMS

I hereby certify to the Five County Area Agency on Aging that Kane County and the Kane County Council on Aging provided at least the following minimum amounts as cash and in-kind match for the following programs for the period July 1, 2024, through June 30, 2025:

In-Kind match: (office space, computer equipment, staff, and volunteer time etc.) to collect and enter information for the OAAPS Data Collection/Reporting System.

AMOUNT: \$10,690.22

Cash match for III-B Services:

AMOUNT: \$11,957.18

Cash Match for Congregate Meals:

AMOUNT: \$6,645.63

Cash Match for Home Delivered Meals:

AMOUNT: \$8,471.03

Capital Expenditure HDM-MOW Vehicle:

AMOUNT: \$13,304.00

Signed: _____ Date: _____
County Aging Coordinator

Signed: _____ Date: _____
County Auditor

ITEM # 5

Review/Approval of Five County Association of
Governments Area Agency on Aging FY 26 Contract

CONTRACT

FIVE COUNTY ASSOCIATION OF GOVERNMENTS AREA AGENCY ON AGING FISCAL YEAR 2026

CONTRACT NO. Kane COUNTY FY2026

1. CONTRACTING PARTIES: This agreement is between the Five County Association of Governments/Area Agency on Aging, 1070 West 1600 South, Bldg. B, St. George, Utah 84770, hereinafter referred to as FCAOGAAA, and Kane County/Council on Aging, hereinafter referred to as **SUBCONTRACTOR**.

2. The **SUBCONTRACTOR** is a Subrecipient.

3. This contract is exempt from the bidding process because the **SUBCONTRACTOR** is a governmental agency or is the sole source of services being contracted for.

4. **CONTRACT PERIOD:** Effective July 1, 2025, and terminates on June 30, 2026, unless terminated sooner, in accordance with the terms and conditions of this contract.

5. **CONTRACT COSTS:** The **SUBCONTRACTOR** shall be reimbursed by the **FCAOGAAA** not more than **\$191,995.00** for services provided in accordance with the terms and conditions of this contract. Funds for this contract are provided by Federal and State appropriation. Funds paid to the **SUBCONTRACTOR** from this agreement may only be used for the purpose specified in paragraph 8, below.

6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:** Attachment A-Terms and Conditions, Attachment B-SCOPE OF WORK, Attachment C- Annual Report of Cash Match and In-kind funds

7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**

- a. All documents specified in any attachment to this contract.
- b. All other governmental laws, regulations, or actions applicable to services provided herein.
- c. Older Americans Act of 1965 as amended.
- d. United States Department of Agriculture Guidelines.
- e. Utah State Division of Aging and Adult Services Policy Manuals.
- f. Department of Health and Human Services Cost Principles.
- g. Department of Health Human Services Code of Conduct.

h. Area Agency on Aging and County Plans.

8. PURPOSE OF CONTRACT: To provide services at outlined in the scope of work to eligible individuals according Federal and State regulations and as outlined in the Older Americans Act.

9. AUDIT INFORMATION: What audits and reviews are required of this contract?

Financial Yes No Program Compliance Yes No

How Often? **Annually** How Often? **Annually**

By Whom? **Independent CPA** By Whom? **Area Agency on Aging**

IN WITNESS WHEREOF, the parties sign and cause this contract (in the amount of **\$191,995.00** effective as of July 1, 2025, to be executed:

FCAOGAAA SUBCONTRACTOR

Darin Bushman
Executive Director
Five County FCAOGAAA

Chairman, County Commission
Print Name: _____
Kane County

Date

Date

Carrie A. Schonlaw, Director
Area Agency on Aging

Jerica Bauer, County Coordinator
County Council on Aging

Date

Date

July 1, 2025

TO WHOM IT MAY CONCERN.

The Five County Area Agency on Aging wishes to contract with
Kane County/Council on Aging

a governmental agency, to provide services to senior citizens.

This is a governmental agency. The contract will not be bid as
per State procurement regulation.

Sincerely,

Carrie A. Schonlaw, SSW
Deputy Director/AAA Director

**ATTACHMENT A
TERMS AND CONDITIONS**

1. Definitions

"Authorized Persons" means the SUBCONTRACTOR's employees, officers, partners, subcontractors, or other agents of the SUBCONTRACTOR who need to access State Data to enable the SUBCONTRACTOR to perform its responsibilities under this agreement.

"Agreement Signature Page(s)" means the FCAOGAAA cover page(s), including the page(s) signed by the parties.

"C.F.R." means the Code of Federal Regulations.

"DHHS" means the Utah Department of Health and Human Services.

"Federal Pass Through Money" means federal money received by FCAOGAAA through a subaward or agreement but does not include federal money received as payment for goods or services purchased by DHHS.

"Local Money" means money that is owned, held or administered by a political subdivision of the State that is derived from fee or tax revenues but does not include money received as payment for goods or services purchased or contributions or donations received by the political subdivision.

"State" means the state of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

"State Data" means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the SUBCONTRACTOR'S hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the SUBCONTRACTOR. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this agreement, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

"State Money" means money that is owned, held, or administered by a State agency and derived from State fee or tax revenues but does not include contributions or donations received by the State agency.

"Subrecipient or Subcontractor" means the non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program as per 2 C.F.R. § 200.1.

"Uniform Guidance" means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

2. GOVERNING LAW AND VENUE: This agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this agreement must be brought in a court of competent jurisdiction in the State.

3. FEDERAL AWARD: The SUBCONTRACTOR shall comply with the terms of the federal award(s).

4. AMMENDMENTS: Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from FCAOGAAA will constitute an amendment to the agreement without the SUBCONTRACTORS' signature: 1) changes in the total agreement amount or rates; and 2) changes to financial reporting requirements. No claim for services furnished by the SUBCONTRACTOR, not specifically authorized by this contract, will be allowed by FCAOGAAA.

5. NO AUTOMATIC RENEWALS: This agreement will not automatically renew.

6. LAWS AND REGULATIONS: The SUBCONTRACTOR shall comply with all applicable federal, state, and local laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will take precedence over any conflict with this Attachment A.

7. CONFLICT OF INTEREST: The SUBCONTRACTOR represents that none of its officers or employees are officers or employees of FCAOGAAA, DHHS or the State, unless written disclosure has been made to FCAOGAAA. The SUBCONTRACTOR shall comply and cooperate in good faith will all conflict of interest and ethic laws.

8. INDEPENDENT CAPACITY: The SUBCONTRACTOR, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of FCAOGAAA or DHHS/State.

9. ADMINISTRATIVE AND REPORTING REQUIREMENTS: The SUBCONTRACTOR shall maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records regarding applications, determination of eligibility (when applicable), the provision of services and administrative cost; and statistical, fiscal and other records necessary for reporting and accountability required by FCAOGAAA and shall retain such records for at least seven years after last payment has been made on this contract, or until all audits initiated, within the seven years, have been completed, whichever is later.

9.1 The SUBCONTRACTOR shall comply with all federal and State reporting requirements, including as applicable, but not limited to, 2 C.F.R. 200 and Utah Code sections 51-2a-201, 51-2a-201.5, and 63G-6b-201.

10. TIMELY REPORTING: The SUBCONTRACTOR shall timely submit all reports and back-up data required by this agreement or requested by FCAOGAAA, the federal awarding agency or DHHS.

11. INVOICING: Unless otherwise stated in the scope of work, the SUBCONTRACTOR shall submit invoices along with any supporting documentation within 18 days following the last day of the month in which the expenditures were incurred or the services provided. The SUBCONTRACTOR shall submit all final bills under this agreement within 10 days of expiration or termination of this contract, regardless of the SUBCONTRACTOR'S billing period. Notwithstanding the foregoing, the SUBCONTRACTOR shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 10th of the following fiscal year, regardless of SUBCONTRACTOR'S billing period or the expiration or termination date of this contract. FCAOGAAA may reject any invoice or claim for payment or reimbursement if received by FCAOGAAA after the requirements stated in this agreement.

12. SUPPORTING DOCUMENTATION: The SUBCONTRACTOR shall maintain the documentation necessary to support the costs billed by the SUBCONTRACTOR and shall submit the

documentation with the billings. The SUBCONTRACTOR shall store, and file required documentation in a systematic and consistent manner. The SUBCONTRACTOR agrees that the reporting and the record keeping requirements specified in this are a material element of performance and that if in the opinion of the FCAOGAAA, the SUBCONTRACTOR'S record keeping practices and/or reporting to the FCAOGAAA are not conducted in a timely and satisfactory manner, the FCAOGAAA may withhold part or all of the payments under this or any other agreement until such deficiencies have been remedied.

13. QUESTIONED COSTS: FCAOGAAA may question any billing by the SUBCONTRACTOR if the billing is not supported by proper documentation.

14. PAYMENT

14.1 Payment to the SUBCONTRACTOR will be based on allowable costs incurred by the SUBCONTRACTOR in providing services pursuant to this agreement. The SUBCONTRACTOR shall maintain documented expenditures that comply with federal cost principles and any attached budget. Expenditures must be reasonable and necessary to carry out agreement requirements. The SUBCONTRACTOR shall be responsible for any expenditure FCAOGAAA finds to be improper or unallowable, including personal expenses, and shall repay these expenditures from funds other than those provided pursuant to this agreement or any other agreement between FCAOGAAA and the SUBCONTRACTOR. The SUBCONTRACTOR consents to a follow-up audit and clawback of any funds if an audit shows that such funds were inappropriately used. This provision will survive the expiration or termination of this agreement.

14.2 FCAOG shall make payments within 30 days after a correct invoice is received. All payments to the SUBCONTRACTOR will be remitted by mail. The acceptance by the SUBCONTRACTOR of final payment, without a written protest filed with FCAOGAAA within 10 business days of receipt of final payment, will release FCAOGAAA from all claims and all liability to the SUBCONTRACTOR. Payment for the services will not be deemed an acceptance of the services and is without prejudice to any and all claims that FCAOGAAA may have against the SUBCONTRACTOR. The SUBCONTRACTOR shall not charge end-users electronic payment fees of any kind.

14.3 If funding is underutilized by SUBCONTRACOTOR or funding to FCAOGAAA is reduced due to an order by the legislature or the governor, or is required by State law, or if applicable federal funding is not provided to FCAOGAAA, FCAOGAAA shall reimburse SUBCONTRACTOR for products delivered and services performed through the date of cancellation or reduction, and FCAOGAAA shall not be liable for any future commitments, penalties, or liquidated damages.

14.4 Upon 30 days' written notice, the SUBCONTRACTOR shall reimburse FCAOGAAA for funds FCAOGAAA is required to reimburse a third-party funding source resulting from the actions of the SUBCONTRACTOR.

15. Party Payments related. The SUBCONTRACTOR shall not make payments to Related Parties in any category of expenditure without the prior written consent of FCAOGAAA. Among other items, payments to Related Parties include salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the SUBCONTRACTOR to Related Parties without prior written consent may be disallowed and require repayment to FCAOGAAA. "Related Parties" means (a) any person related to the vendor's representative by blood or marriage including, but not limited to, father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, or first cousin; and (b) all business associates of the vendor: (i) who are partners, directors, or officers in the same

business entity as the vendor; (ii) who have authority to make decisions or establish policies in the same business entity as the vendor; or (iii) who directly or indirectly own 10% or more in the same business entity as the vendor.

16. REPAYMENT: Upon written request by FCAOGAAA, any overpayments, disallowed expenditures, excess payments, or questioned costs will be immediately due and payable by the SUBCONTRACTOR. In the alternative, FCAOGAAA may withhold any or all subsequent payments pursuant to this agreement until FCAOGAAA fully recoups these funds. In such cases, the SUBCONTRACTOR shall not reduce the level of services required by this agreement.

17. REPAYMENT: Upon written request by FCAOGAAA, any overpayments, disallowed expenditures, excess payments, or questioned costs will be immediately due and payable by the SUBCONTRACTOR. In the alternative, FCAOGAAA may withhold any or all subsequent payments pursuant to this agreement until FCAOGAAA fully recoups these funds. In such cases, the SUBCONTRACTOR shall not reduce the level of services required by this agreement.

18. Nonappropriation of Funds, Reduction of Funds, or Changes in Law: Upon written notice delivered to the SUBCONTRACTOR, FCAOGAAA may immediately terminate this agreement in whole or in part, or proportionately reduce the services and the amounts due, if FCAOG reasonably determines that: (i) a change in federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this agreement; or (ii) a change in appropriations, available funds, or budgets affects FCAOGAAA'S ability to pay under this agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, FCAOG shall reimburse the SUBCONTRACTOR for the services properly ordered until the effective date of said notice. FCAOGAAA will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

19. Cost Accounting System: The SUBCONTRACTOR shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the SUBCONTRACTOR. The SUBCONTRACTOR shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.

20.1 INSURANCE:

20.1 The SUBCONTRACTOR shall at all times carry and maintain commercial general liability ("CGL") insurance from an insurance company authorized to do business in the State. The limits of the CGL insurance policy must be no less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

20.2 If the SUBCONTRACTOR will use a vehicle in the performance of this agreement, the SUBCONTRACTOR shall at all times carry and maintain commercial automobile liability ("CAL") insurance from an insurance company authorized to do business in the State. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of this agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be at least \$1,000,000 per occurrence, combined single limit.

20.3 The SUBCONTRACTOR shall provide proof of the CGL insurance policy and other required insurance policies to FCAOGAAA within 30 days of contract

award. The SUBCONTRACTOR shall add FCAOGAA on the certificate of insurance with notice of cancellation.

20.4 Failure to provide proof of insurance as required will be deemed a material breach of this contract. The SUBCONTRACTOR's failure to maintain this insurance requirement for the term of this agreement will be grounds for the immediate termination of this agreement.

21. SUSPENSION OF WORK: FCAOGAAA shall give the SUBCONTRACTOR written notice should FCAOGAAA suspend the SUBCONTRACTOR'S responsibilities under this agreement. The SUBCONTRACTOR'S responsibilities may be reinstated upon advance written notice from FCAOGAAA.

22. INDEMNITY CLAUSE: If the SUBCONTRACTOR is a government entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.

23. INTELLECTUAL PROPERTY INDEMNIFICATION: The SUBCONTRACTOR shall indemnify and hold FCAOGAAA, DHHS, and the State harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against FCAOG, DHHS or the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of the SUBCONTRACTOR'S liability, such limitations of liability will not apply to this section.

24. NO SUBROGATION OR CONTRIBUTION: The SUBCONTRACTOR has no right of subrogation or contribution from FCAOGAAA, the State or DHHS for any judgment rendered against the SUBCONTRACTOR.

25. DEBARMENT: FCAOGAAA may immediately terminate this agreement if FCAOGAAA determines that the SUBCONTRACTOR has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a SUBCONTRACTOR of any governmental entity. The SUBCONTRACTOR certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this agreement. The SUBCONTRACTOR shall immediately notify FCAOGAAA if the SUBCONTRACTOR becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.

26. TERMINATION and DEFAULT:

26.1 Termination for Convenience. FCAOGAAA may terminate this agreement without cause, upon 30 days written notice to the SUBCONTRACTOR. If the SUBCONTRACTOR terminates this agreement without cause, FCAOGAAA may treat the SUBCONTRACTOR'S action as a default under this agreement.

26.2 Termination for Cause. Each party may terminate this agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the default is not cured within the 10 days, the party giving notice may terminate this agreement 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the SUBCONTRACTOR's liability for damages.

26.3 Miscellaneous Grounds for Termination. In addition to other grounds for termination, FCAOGAAA may immediately terminate this agreement if FCAOGAAA receives a notice of a lien against the SUBCONTRACTOR'S payments or if the SUBCONTRACTOR becomes debarred, becomes insolvent, files for bankruptcy or reorganization proceedings, is subject to IRS withholding, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under this agreement. The SUBCONTRACTOR shall provide FCAOGAAA with proof of financial viability upon request.

26.4 Payment After Termination. FCAOGAAA shall pay the SUBCONTRACTOR for the services properly performed under this agreement up to the effective date of the notice of termination. The SUBCONTRACTOR agrees that in the event of termination, the SUBCONTRACTOR'S sole remedy and monetary recovery from FCAOGAAA is limited to full payment for all services properly performed as authorized under this agreement up to the date of termination, as well as any reasonable monies owed as a result of the SUBCONTRACTOR having to terminate other contracts necessarily and appropriately entered into by the SUBCONTRACTOR pursuant to this agreement.

26.5 Default. Any of the following events will constitute cause for FCAOGAAA to declare the SUBCONTRACTOR in default of this agreement: (i) the SUBCONTRACTOR's non-performance of its contractual requirements and obligations under this agreement; or (ii) the SUBCONTRACTOR'S material breach of any term or condition of this agreement. If the SUBCONTRACTOR

defaults in any manner in the performance of any obligation under this agreement, or if audit exceptions are identified, FCAOGAAA may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the SUBCONTRACTOR'S failure to comply with federal regulations or State rules. In addition, FCAOGAAA may withhold amounts due the SUBCONTRACTOR under this agreement, any other current agreement between FCAOGAAA and the SUBCONTRACTOR, or any future payments due the SUBCONTRACTOR to recover the funds. FCAOGAAA shall notify the SUBCONTRACTOR of FCAOGAAA's action in adjusting the amount of payment or withholding payment. This agreement is executory until such repayment is made.

27. REMEDIES: In addition to terminating this agreement upon default or breach of the SUBCONTRACTOR, FCAOGAAA may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii) debar or suspend the SUBCONTRACTOR from receiving future contracts from FCAOGAAA; and (iv) demand a full refund of any payment FCAOGAAA has made to the SUBCONTRACTOR for services that do not conform to this agreement.

28. REVIEWS: FCAOGAAA may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the SUBCONTRACTOR to meet all of the terms and conditions of this agreement.

29. Performance Evaluation and Remediation: FCAOGAAA may conduct a performance evaluation of the SUBCONTRACTOR'S services, including the Subrecipient's. FCAOGAAA may make the results of any evaluation available to the SUBCONTRACTOR. FCAOGAAA may make scheduled and announced visits. The SUBCONTRACTOR shall allow FCAOGAAA, DHHS, State and Federal monitors and auditors to have access to any records related to this agreement. The SUBCONTRACTOR shall cooperate with all monitoring and audits. FCAOG and/or DHHS may require remediation. The SUBCONTRACTOR shall comply with any remediation plan required by FCAOGAAA and/or DHHS. The SUBCONTRACTOR'S failure to comply with FCAOGAAA and/or DHHS remediation plan will be deemed a material breach

of this agreement.

30. Public Information: The SUBCONTRACTOR agrees that this agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act ("GRAMA"). FCAOGAAA, DHHS and the State are not obligated to inform the SUBCONTRACTOR of any GRAMA requests.

31. Publicity: The SUBCONTRACTOR shall not advertise or publicize matters relating to this agreement, or publicly use FCAOGAAA and/or DHHS's name, without the prior written approval of FCAOGAAA and/or DHHS. The SUBCONTRACTOR shall impose this restriction on its subrecipients and shall require subrecipients to impose this restriction on each lower tier of subrecipients and subcontractors.

32. Information Ownership: Except for confidential medical records held by direct care providers, FCAOGAAA and DHHS shall own an exclusive title to all information gathered, reports developed, and conclusions reached in performance of this agreement. The SUBCONTRACTOR shall not use or disclose, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this agreement without prior written consent from FCAOGAAA. FCAOGAAA and DHHS will own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the SUBCONTRACTOR under this agreement. The SUBCONTRACTOR shall not use confidential federal, state, or local government information without prior written consent from FCAOGAAA and shall bind any subrecipient to the same requirement.

33. Information Practices: The SUBCONTRACTOR shall establish, maintain, and practice information procedures and controls that comply with federal and State law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). FCAOGAAA may require the SUBCONTRACTOR to enter into a business associate agreement if applicable. The SUBCONTRACTOR shall receive or request from FCAOGAAA only information about an individual that is necessary to the SUBCONTRACTOR'S performance of its duties and functions. The SUBCONTRACTOR shall use the information only for purposes of this agreement.

34. Secure Protection and Handling of State Data:

34.1. If the SUBCONTRACTOR is given access to or will be storing FCAOGAAA and State Data as part of this agreement, the protection of FCAOGAAA and State Data must be an integral part of the business activities of the SUBCONTRACTOR to ensure that there is no inappropriate or unauthorized use of FCAOGAAA and State Data. The SUBCONTRACTOR shall safeguard the confidentiality, integrity, and availability of the FCAOGAAA and State Data. The SUBCONTRACTOR agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this agreement. The improper use or disclosure of confidential information is strictly prohibited.

34.2. Any and all transmission or exchange of FCAOGAAA and State Data must take place via secure means. The SUBCONTRACTOR shall create, store, and maintain any FCAOGAAA and State Data on secure or encrypted computing devices or portable storage mediums. The SUBCONTRACTOR agrees to protect and maintain the security of FCAOGAAA and State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates, network firewall provisioning, and intrusion

detection. The SUBCONTRACTOR agrees that any computing device or portable medium that has access to FCAOGAAA and DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.

34.3. The SUBCONTRACTOR shall: (i) limit disclosure of any FCAOGAAA and State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this agreement relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the FCAOGAAA and State Data and of the obligations set forth in this agreement and require Authorized Persons to keep the FCAOGAAA and State Data confidential; (iii) keep all FCAOGAAA and State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any FCAOGAAA and State Data received by it to any third parties, except as permitted by this agreement or otherwise agreed to in writing by FCAOGAAA and DHHS.

34.4. The SUBCONTRACTOR shall promptly notify FCAOGAAA and DHHS of any misuse or misappropriation of FCAOGAAA and State Data that comes to the SUBCONTRACTOR'S attention. The SUBCONTRACTOR shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, employees, subrecipients at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah Code Ann. SS 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term of this agreement. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.

35. Artificial Intelligence: The SUBCONTRACTOR shall not use FCAOGAAA and State Data in any generative artificial intelligence ("GAI") queries, training, or program creation without prior written permission from FCAOGAAA and DHHS. The SUBCONTRACTOR attests that its GAI models use only properly licensed material. The SUBCONTRACTOR shall fully indemnify and hold FCAOGAAA and DHHS harmless from all claims, loss, or damages related to the SUBCONTRACTOR'S use of GAI. Should the SUBCONTRACTOR learn that FCAOGAAA and State Data has been used in GAI queries without FCAOGAAA and DHHS permission, the SUBCONTRACTOR shall immediately notify FCAOGAAA and DHHS. The SUBCONTRACTOR shall inform FCAOGAAA and DHHS of any GAI in the Goods or Services being contracted for prior to providing those Goods or Services to FCAOGAAA and DHHS. The SUBCONTRACTOR shall include annotations sufficient to comply with DTS Policy 4000-0008 (Generative AI Policy) when utilizing GAI in the creation of Goods and Services with the potential to impact FCAOGAAA and DHHS intellectual property rights.

36. Ownership, Protection, and Return of Documents and Data upon Agreement Termination or Completion: Except for records that must be retained for a longer period under section 42.2 and for confidential medical records held by direct care providers, all documents and data pertaining to work required by this agreement will be the property of FCAOGAAA and/or DHHS, and must be returned to FCAOGAAA and/or DHHS or disposed of within 30 days after termination or expiration of this agreement, regardless of the reason for agreement termination, and without restriction or limitation to future use. If such return or destruction is not feasible, the SUBCONTRACTOR shall notify FCAOGAAA and DHHS. The SUBCONTRACTOR shall extend any protections, limitation, and restrictions of this agreement to any information retained after the termination of this agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the data infeasible. Any disposal of FCAOGAAA and/or State Data must be disposed of in such a manner that it cannot be recovered or recreated. Notwithstanding the

foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.

37. Intellectual Property Ownership: FCAOGAAA and the SUBCONTRACTOR recognize that each has no right, title, or interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the SUBCONTRACTOR prior to the execution of this agreement, but specifically created or manufactured under this agreement, is considered work made for hire, and the SUBCONTRACTOR shall transfer any ownership claim to FCAOGAAA and/or DHHS.

38. Equipment Purchase: The SUBCONTRACTOR shall obtain prior written FCAOGAAA and/or DHHS approval before purchasing any equipment, as defined in the Uniform Guidance, with agreement funds.

39. Standard of Care: The services of the SUBCONTRACTOR and its subrecipients must be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, which similarities include the type, magnitude, and complexity of the services that are the subject of this agreement. The SUBCONTRACTOR shall be liable to FCAOG, DHHS and the State for claims, liabilities, additional burdens, penalties, damages, or third party claims, to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

40. Record Keeping, Audits, and Inspections:

40.1. For financial reporting, the SUBCONTRACTOR shall comply with the Uniform Guidance and Generally Accepted Accounting Principles ("GAAP").

40.2. The SUBCONTRACTOR shall maintain or supervise the maintenance of all records necessary to properly account for the SUBCONTRACTOR'S performance and the payments made by FCAOGAAA to the SUBCONTRACTOR under this agreement. The SUBCONTRACTOR shall maintain all supporting documents, financial and statistical records, and other records related to this agreement and the federal award for six years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report as reported by FCAOGAAA and required by DHHS, with the exception of those situations identified in 2 C.F.R. §200.333. FCAOGAAA and DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement. The SUBCONTRACTOR agrees to allow, at no additional cost, FCAOGAAA, the State, federal auditors, FCAOGAAA and DHHS's staff, access to all such records. The SUBCONTRACTOR shall retain these records as required by GAAP, federal or state law, or specific program requirements, whichever is longer. The SUBCONTRACTOR shall allow, at no additional cost, the State, federal auditors, FCAOGAAA and DHHS staff, access to all such records.

40.3. The SUBCONTRACTOR shall retain all records which relate to disputes, litigation, audits, and claim settlements arising from agreement performance or cost or expense exceptions, until all disputes, litigation, audits, claims, or exceptions are resolved.

40.4. The SUBCONTRACTOR shall comply with federal and state regulations concerning cost principles, audit requirements, and agreement administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the SUBCONTRACTOR shall comply with applicable federal cost principles and agreement administration requirements if State funds are received.

Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The SUBCONTRACTOR shall notify FCAOGAAA and send copies of required reports to dhhsfinancialreports@utah.gov.

41. Employment Practices: The SUBCONTRACTOR shall abide by the following employment laws, as applicable: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the work place; (vi) Utah Code Ann. § 26B-7-503, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Agreement Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. The SUBCONTRACTOR further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of the SUBCONTRACTOR's employees or persons served.

42. Federal Requirements: The SUBCONTRACTOR shall abide by the following federal statutes, regulations, and requirements: 2 C.F.R. § 200.326, Agreement Provisions as applicable; 45 C.F.R. § 46, 42 U.S.C. § 2899, 21 C.F.R. 50, & 21 C.F.R. 56 Protection of Human Subject in research activities; 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; 42 U.S.C § 4331, the National Environmental Policy Act of 1969; 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 37 C.F.R. § 401, Rights to Inventions Made; 42 C.F.R. part 50, Subpart B, Sterilizations; 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; 59 FR 46266, Recombinant DNA and Institutional Biosafety; 7 U.S.C. § 2131, Animal Welfare; 42 C.F.R. part 92, Misconduct in Science; 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; 42 U.S.C. §§ 6101-6107 & 45 C.F.R. Part 91 Age Discrimination Act of 1975; 42 U.S.C. § 12101 et seq. & 28 C.F.R. Part 35, Part 39 Americans with Disabilities Act; 45 C.F.R. Part 80, 42 U.S.C. § 2000d et. seq. Civil Rights Act of 1964 as amended Title VI; 40 U.S.C. §§ 3701-3704 & 29 C.F.R. Part 5 Contract Work Hours and Safety Standards Act; 45C.F.R. 2543.82, 18 U.S.C. § 874 & 29 C.F.R. Part 3 Copeland Anti-Kickback Act; 40 U.S.C. § 3142 & 29 C.F.R. Part 5 Davis-Bacon Act; 41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988; 20 U.S.C. § 1681et. seq. & 45 C.F.R. Part 86, Education

Amendments of 1972, Title IX; 8 U.S.C. § 1324a, Employment Eligibility Verification; 29 U.S.C. § 206(d) Equal Pay Act; 29 U.S.C. § 201 et seq. Fair Labor Standards Act; 8 U.S.C. § 1324 Immigration Control and Reform Act; 42 U.S.C. § 10801 et seq. Protection and Advocacy for Individuals with Mental Illness Act; 45 C.F.R. Part 84.53 Public Health Service Act, Section 522 and Section 526; 29 U.S.C. § 794 & 45 C.F.R. Part 84 Rehabilitation Act of 1973, as amended, Section 504; 42 U.S.C. § 6322 Energy Policy and Conservation Act; 42 U.S.C. § 4106 Flood Disaster Act of 1973 and other flood hazard provisions; 42 U.S.C. § 4321 et seq. & 40 C.F.R. Part 1500 et seq. National Environmental Policy Act of 1969; 42 U.S.C. §§ 7181-7184, Pro-Children Act of 2001; 31 U.S.C. § 3729-3733 and Chapter 38 Civil False Claims Act; Public L. 109-171 (2006) Deficit Reduction Act of 2005; P.L. 109-282, as amended by Section 6202 of P.L. 110-252 FFATA; 5 U.S.C. § 1501, et. seq. Hatch Act; 42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a Substance Abuse and Mental Health confidentiality; 45 C.F.R. Part 75 HHS Award requirements; and the SUBCONTRACTOR shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach agreement terms and provide for such sanctions and penalties as may be appropriate.

43. Background Screening: The SUBCONTRACTOR and any individuals associated with the SUBCONTRACTOR shall comply with the background screening requirements in Utah Code §26B-2-120 and Utah Administrative Code R501-14.

44. Provider Code of Conduct: If the SUBCONTRACTOR and any individuals associated with the SUBCONTRACTOR will be working with FCAOGAAA and DHHS clients, the SUBCONTRACTOR shall follow and enforce the DHHS Provider Code of Conduct. Before allowing any employee or volunteer to work with clients, the SUBCONTRACTOR shall: 1) provide a current copy of the DHHS Provider Code of Conduct to each employee or volunteer currently working for the SUBCONTRACTOR and to new employees or volunteers; and 2) retain in each employee's or volunteer's file a signed and dated statement in which that person certifies that he or she has read, understands, and will comply with the DHHS Provider Code of Conduct. Annually, the SUBCONTRACTOR shall obtain the current DHHS Provider Code of Conduct poster and display the poster where its employees and volunteers can see it. The DHS Provider Code of Conduct may be found at the Following website: [DHHS-Code-of-Conduct-2024.pdf](https://www.hhs.gov/ohs/ohs-providers/ohs-provider-code-of-conduct)

45. Abuse Reporting: The SUBCONTRACTOR shall comply with abuse reporting requirements in Utah Code §§ 80-2-602 and 26B-6-205.

46. Waiver: A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.

47. Legal Fees: In the event of any judicial action to enforce rights under this agreement, the prevailing party will be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

48. Subawards, Subcontracts and Assignment: The SUBCONTRACTOR shall not assign, sell, transfer, subcontract, subaward, or sublet rights or delegate responsibilities under this agreement, in whole or part, without the prior written consent of FCAOGAAA. The SUBCONTRACTOR retains ultimate responsibility for performance of all terms, conditions, and provisions of this agreement that are subcontracted or performed by a subcontractor. When subcontracting, the SUBCONTRACTOR agrees to use written subcontracts that conform to federal and State laws. The SUBCONTRACTOR shall request FCAOGAAA approval for any assignment at least 20 days prior to its effective date.

49. Force Majeure: Neither party will be held responsible for delay or default

caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. FCAOGAAA may terminate this agreement after determining that the delay or default will likely prevent successful performance of this agreement.

50. Severability: The invalidity or unenforceability of any provision, term, or condition of this agreement will not affect the validity or enforceability of any other provision, term, or condition of this agreement, which will remain in full force and effect.

51. Survival of Terms: Termination or expiration of this agreement will not extinguish or prejudice FCAOGAAA's right to enforce this agreement with respect to any default or defect in the services that has not been cured.

52. Notice: Notice must be in writing and sent to cschonlaw@fivecounty.utah.gov.

53. Order of Precedence: The terms of this agreement will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this agreement's terms, or the terms of the federal award or applicable federal regulation, the order of precedence (listed in order of descending precedence) among the terms is: (1) the terms of the federal award and any applicable federal regulations; (2) Agreement Signature Page(s); (3) this Attachment A; (4) FCAOGAAA scope of work; (5) Any other attachments.

54. Time is of the Essence: The SUBCONTRACTOR shall complete services by any deadline stated in this agreement. For all services, time is of the essence. The SUBCONTRACTOR shall be liable for all reasonable damages to FCAOGAAA, DHHS and the State, and anyone for whom the State may be liable, as a result of the SUBCONTRACTOR'S failure to timely perform the services required under this agreement.

55. Dispute Resolution: FCAOGAAA and the SUBCONTRACTOR shall attempt to resolve agreement disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. FCAOGAAA, after consultation with the SUBCONTRACTOR, may appoint an expert or panel of experts to assist in the resolution of a dispute. If FCAOGAAA appoints such an expert or panel, FCAOGAAA and the SUBCONTRACTOR agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

56. Prohibited Discriminatory Practices: The SUBCONTRACTOR shall not use contract funds for any prohibited discriminatory practice as defined by Utah Code 53B-1-118.

57. Certification: As required by 2 CFR 200.415, whenever the SUBCONTRACTOR applies for funds, requests payment, and submits financial reports regarding federal awards under this agreement, the SUBCONTRACTOR hereby certifies as follows: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

58. Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B SCOPE OF WORK

Article 1 PURPOSE

1.1 Purpose: The SUBCONTRACTOR agrees to supply those activities and services outlined in this agreement and described in the Scope of Work providing Title III-C1 Congregate Meals, Title III-C2 Home Delivered Meals and Title III-B Supportive Services as outlined in the Older Americans Act and applicable State Rule working in conjunction with FCAOGAAA and DHHS.

Article 2 Definitions

2.1 Definitions. In this agreement, the following definitions apply:

"Administration for Children and Families (ACF)" means an operating division of HHS responsible for promoting the economic and social well-being of families, children, individuals, and communities by providing federal leadership, partnership, and resources for the delivery of human services.

"Administration for Community Living (ACL)" means a federal agency responsible for increasing access to community support and resources for America's aging and disabled populations.

"Area Plan" means a comprehensive document approved by DHHS outlining the AAA's strategies and services provided to address the needs of older adults, adults with disabilities, and caregivers within the specific planning and service area.

"Carry-out Meals" means meals provided by a congregate meal site that are taken by participants to eat elsewhere.

"Congregate Meals (CMM)" means meals and nutrition services provided in group settings, presenting opportunities for social engagement, information on healthy aging, meaningful volunteer roles, and contributing to overall health and well-being OAA § 331.

"Corrective Action Plan (CAP)" means a detailed plan of action that is developed to achieve targeted outcomes for resolution of errors identified through the monitoring process. Submitted by the AAA in response to a monitoring finding.

"Data Analysis" means analysis of Findings to identify where and why errors have occurred.

"Dietary Guidelines for Americans (DGA)" means guidelines developed by The

United States Departments of Health and Human Services ("HHS") and Agriculture ("USDA") that advise on what to eat and drink to meet nutrient needs, promote health, and prevent disease.

"Dietary Reference Intake (DRI)" means a set of scientifically developed values used to assess and plan nutrient intake for healthy people that are used by governments, nutrition professionals, and non-governmental organizations to develop nutrition labels, dietary guidelines, and food guides.

"Domestically Produced Foods" means the same as the definition found in 45 C.F.R. § 1322.3.

"Evidence Based Programs (EBP)" means programs for older adults that are research based and have been shown to be effective in promoting health and preventing disease. EBPs are designed to help older adults learn skills to manage their health, including the prevention of falls, managing chronic conditions, being physically active, and managing mental health.

"Finding" means a conclusion or observation made during a monitoring visit, audit, examination, or review of a program, or activity, highlighting areas of concern or operational inadequacies.

"Grab-and-Go Meals" means pre-prepared food items that are packaged and ready to be eaten immediately.

"Greatest Economic Need (GEN)" means the same as the definition found in 45 C.F.R. § 1321.3.

"Greatest Social Need (GSN)" means the same as the definition found in 45 C.F.R. § 1321.3.

"Home-Delivered Meals (HDM)" means meals and related nutrition services for older adults and their spouses of any age. HDMs primarily target frail, homebound, or isolated individuals aged 60 and over, and may also extend to their caregivers and individuals with disabilities OAA § 336.

"Modified Meal" means a meal that has been adapted to meet the needs of someone with a specific chronic condition.

"Nutrition Counseling" Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutrition status.

"Nutrition Education" a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information, and instruction to participants, caregivers, or participants and caregivers in a group or individualized setting overseen by a dietitian or individual of comparable expertise.

"Nutrition Services Incentive Program (NSIP)" means grants provided to states, territories, and eligible tribal organizations to support the OAA congregate and home-delivered nutrition programs by providing incentives including cash, commodities, or a combination of cash and commodities, to serve more meals, as defined by 45 C.F.R. § 1321.3.

"Older Americans Reauthorization Act of 2024 (OAA)" means the federal act that authorizes service programs to help older adults over age 60 remain at home for as long as possible, promote the rights of older adults, and advocate for individuals living in long-term care facilities.

"Oral Nutrition Supplements (ONS)" means a liquid, powder, or semi-solid nutrients for people who are unable to meet their nutritional needs through food alone and are used in acute and community health settings for the purpose of assisting people with poor appetites, reduced food intake, increased nutritional needs, or poor nutrient absorption due to illness.

"Performance Measure (PM)" means a specific metric used to evaluate the effectiveness of a program, based on data collected through outreach and education activities conducted by the program.

"Program Analysis" means the analysis of Findings to determine the causes of errors in program operations.

"Registered Dietitian Nutritionist (RDN)" means a credentialed healthcare professional who applies evidence-based information about nutrition and diet to contribute to the health and wellness of individuals, groups, and communities.

"Senior Center" means a community-based facility that provides a range of services and activities for older adults, focusing on social, physical, emotional, and intellectual well-being.

"State Unit on Aging (SUA)" means designated state-level agencies responsible for developing and administering multi-year state plans that advocate for and aid older adults, their families, and adults with disabilities.

"Subcontractor" includes each individual or entity that has an agreement with FCAOGAAA to perform contractual work for which FCAOGAAA is responsible and refers to each individual or entity that has an agreement with the Subcontractor when the individual or entity performs any of the Subcontractor's duties.

"Supportive Services (PDS)" means a program that provides access services, in-home services, and legal assistance to help individuals aged 60 and above live independently in their homes and communities.

"United States Department of Health and Human Services (HHS)" means a federal agency created to protect the health of Americans and provide essential human services. HHS oversees ACL, ACF, and CMS.

Article 3 POPULATION SERVED

3.1 For Older Americans Act Programs: Individuals 60 years of age and older (including spouse of any age) targeting services to "older individuals with the greatest economic need and older individuals with greatest social need, with particular attention to low-income minority individuals, older individuals residing in rural areas, low-income individuals, and frail individuals.

Article 4 QUALIFICATIONS

4.1 Qualifications. The SUBCONTRACTOR shall:

1. have the financial, managerial, and institutional capacity to comply with the requirements of this contract.
2. operate a Senior Center in compliance with OAA requirements with capacity to provide the services as outlined in this agreement including specific services in the Scope of Work.
3. Meet County Health Department, FCAOGAAA, DHHS, State and Federal including OAA requirements for the operation of Food Service Programs.

Article 5

SERVICE AND ADMINISTRATION REQUIREMENTS

5.1 Requirements. The SUBCONTRACTOR shall:

1. provide services as outlined in this agreement through the Senior Center(s) within the geographical service area for Kane County, Utah.
 - a. The Senior Center's approved under this Agreement include: Kane County Senior Center and Long Valley Senior Center
2. Provide an array of services in assisting communities in your coverage area through all appropriate sources to meet the needs of older adults (60+) and other eligible individuals with GEN and GSN.
3. Provide services as outlined under Attachment B: Scope of Work and as identified in the approved Five County Area Agency on Aging Plan.
4. establish a grievance system for individuals and service applicants;
5. notify each client and applicant in writing of their right to file grievances with the SUBCONTRACTOR and FCAOGAAA for denial of services, program exclusion, or inadequacies or inequities in the programs and services provided;
6. establish and maintain a tracking system that identifies the nature and outcomes of each grievance;
7. notify the client or applicant that they may contact FCAOGAAA in writing to resolve a grievance denied by the SUBCONTRACTOR or when the SUBCONTRACTOR does not respond to a grievance in a timely fashion;
8. provide current contact information and throughout the duration of the SUBCONTRACTOR's record retention responsibilities to the FCAOGAAA representative;
9. notify FCAOGAAA of changes to the contact information for the individual authorized to receive legal and other notices regarding the grant which must include: Telephone number, email address and Street address;
10. develop and enforce policies and procedures in compliance with DHHS policies and procedures, including those required under 45 C.F.R. § 1321.9;
11. ensure policies and procedures address how the SUBCONTRACTOR will monitor the programmatic and fiscal performance of all programs, Subrecipients, and activities for quality and effectiveness;
12. implement written policies and procedures regarding actual and perceived conflicts of interest in accordance with 45 C.F.R. § 1321.47;

- 13.ensure policies are safeguarded against conflicts of interest of its representatives, employees, Subcontractors, volunteers, governing board members, advisory council members, and grant awardees;
- 14.ensure a conflict-of-interest disclosure statement is submitted by employees, Subcontractors, and volunteers upon hire and annually thereafter;
- 15.ensure all existing, potential, or contemplated conflicts of interest are disclosed;
- 16.ensure policies describe how potential or existing conflicts of interest will be identified, removed, or remedied;
- 17.review annually all disclosure statements and its own operations to reasonably assure FCAOGAAA that the SUBCONTRACTOR avoids prohibited conflicts of interest;
- 18.maintain disclosure statements in its personnel files for employees, Subrecipients, and volunteers;
- 19.employ staff trained on certification and disclosure requirements and laws governing conflicts of interest;
- 20.continually and promptly review updated disclosure statements and submit a copy to FCAOGAAA whenever an existing or potential conflict of interest is disclosed;
- 21.establish and annually review emergency management plans that allow the AAA to continue to operate during short-term or long-term emergencies, periods of declared pandemic, or other disruptions of normal business, according to 45 C.F.R. § 1321.97;
22. ensure emergency plans include;
 - a. Method for continuity of operations
 - b. Emergency response approach based on completed risk assessments for all-hazards, environmental or human-made conditions that could cause injury, illness, death, or damage to property, infrastructure, or equipment;
 - c. coordination activities for development and implementation of long-range emergency and disaster preparedness;
 - d. evacuation procedures;
 - e. temporary or alternate living plans;
 - f. plans for isolation or quarantine;
 - g. maintenance, inspection, and replenishment of vital supplies including food, water, clothing, first-aid supplies, client medications, infection control supplies, and hazardous materials protections;
 - h. communications with AAA staff, governmental agencies, and the families of individuals;
 - i. transportation;
 - j. recovery and maintenance of client records;
 - k. policies and procedures that ensure maintenance of required staffing ratios, address both leave for, and the recall of, SUBCONTRACTOR'S employees unable to work for extended periods due to illness during periods of declared pandemic; and ensure the timely discharge of the SUBCONTRACTOR'S financial obligations, including payroll;
- 23.provide a minimum of annual training for its staff on the emergency plan;

24. upon request, provide FCAOGAAA and/or DHHS with a copy of the emergency plan;
25. evaluate the emergency plan on at least an annual basis; and
26. coordinate with federal, local, and State emergency response agencies, service providers, relief organizations, local, and state governments, and any other entities responsible for disaster relief service, as well as with Tribal emergency management, according to 45 C.F.R. § 1321.97.
27. meeting the service needs of those identified as GEN and GSN, with a focus on low-income minority individuals, according to 45 C.F.R. § 1321.79;
28. meet provisions identified in Utah Code § 26B-6-105 et seq. and Utah Code § 11-13-101 et seq.;
29. meet provisions of the OAA;
30. During the course of service delivery, SUBCONTRACTOR will bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person in a household in imminent danger. This would include reports any abuse, neglect and/or exploitation of a vulnerable adult to Adult Protective Services and notifying FCAOGAAA of any APS report or any of the above concerns.
31. provisions identified in "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments", (29 C.F.R. Part 97 Subpart A);
32. comply with provisions identified in "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments", (29 C.F.R. Part 97 Subpart A);
33. comply with directives issued by FCAOGAAA and DHHS regarding the use and expenditure of state and federal funds received from FCAOGAAA and DHHS, whether directly or indirectly, for the purpose of providing aging programs and services.

5.2 Quality Monitoring Process.

- a) FCAOGAAA Shall:
 1. Conduct annual site visits to the County Councils on Aging and senior centers, focusing on governance and oversight, fiscal management, compliance with state and federal laws and following program management for Senior Nutrition and Supportive services provided by SUBCONTRACTOR.
 2. Conduct fiscal monthly desk audits of invoices and any other monitoring and fiscal program analysis to verify compliance with contract, OAA, HHS grant requirements and FCAOGAAA fiscal policies.
 3. Conduct follow-up meetings with the AAA to ensure any compliance issues are followed up and any corrective action plan (CAP) implemented in timely manner, providing additional site visits, if needed.
- b) The SUBCONTRACTOR shall:
 1. Review and cooperate with requirements established by FCAOGAAA and DHHS;
 2. Identify and communicate any factual errors or concerns to FCAOGAAA within five working days of receiving an audit completion letter;
 3. Submit a CAP within 30 calendar days addressing any deficiencies identified through program and fiscal monitoring and solutions to each finding with timeline for correction; and identify root cause of each finding, to prevent any recurrence;

4. Provide updates and timeline progress reports for the CAP to FCAOGAAA program manager.

5.4 Reports and Amendments:

1. Any changes must be made in writing through an amendment to this contract.
2. FCAOGAAA may increase or decrease funding available to the SUBCONTRACTOR based upon changes in capacity and need across the FCAOGAAA service area with written notification to SUBCONTRACTOR.
3. SUBCONTRACTOR may request funding be moved across different service categories, but only under Title III-B: Supportive Services with written approval by FCAOGAAA without a contract amendment if it does not increase the overall funding allocation for III-B Supportive Services as outlined under Article 10 Payment Terms and Billing Information: 10.1 Funding and 10.2 Payments of the contract.
4. SUBCONTRACTOR may submit a written request to purchase eligible equipment and/or supplies to support Title III-C Nutrition and/or III-B Supportive services which may be approved by FCAOGAAA based upon availability of funding. Written approval may be granted by FCAOGAAA in advance of an amendment to the contract. Any purchase for capital expenditures in amount of \$5,000 or more must also be approved by DHHS/DAAS.
5. All Program and Financial reports must be submitted to FCAOGAA by SUBCONTRACTOR as outlined under this Contract.

Article 6

Program Requirements and Objectives

6.1 Senior Nutrition:

OBJECTIVE: Under this contract, the SUBCONTRACTOR agrees to provide the following Nutrition Services as defined below and outlined under Article 10 "Payment Term and Billing Information": 10.1 Funding and 10.2 Payments based upon the approved per service unit reimbursement rate and not to exceed the total allocated amount for each service, unless otherwise approved and authorized by the FCAOGAAA. SUBCONTRACTOR agrees to generate Project Income during the term of this agreement in the delivery of these services, in addition to any required match.

MEALS ARE TO BE PROVIDED AS OUTLINED IN OLDER AMERICANS ACT AND UTAH STATE RULE R510-104: NUTRITION PROGRAM FOR THE ELDERLY (NPE). THIS INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:

- 1. Nutrition Services General Requirements.** The SUBCONTRACTOR shall:
 - a) ensure eligible individuals under the OAA have the opportunity to voluntarily and anonymously contribute to the cost of a provided meal service, but may not deny service because the recipient of service does not contribute (Utah Administrative Code R510-104);
 - b) ensure eligibility is not assessed by means testing;
 - c) ensure funds designated to support HDM and CMM programs are not used for administrative costs;
 - d) ensure meals are not restricted by delivery type and include CMM, HDM, Grab and Go Meals, and other innovative delivery models as approved by FCAOGAAA;
 - e) ensure meals provided through a nutrition program meet the following requirements: approved by an RDN and comply with one-third of population specific DGA's and DRI's;
 - f) comply with DHHS approved software for meal tracking and nutrient analysis to ensure compliance is assessed and documented for meals served by SUBCONTRACTOR;

- g) SUBCONTRACTOR must submit menus for approval of the RDN on a quarterly basis at least 30 days in advance of meals being served:
 - Menus must be evaluated and approved to ensure compliance with DGAs and DRIs by an RDN or other individual with equivalent education and training in nutrition science;
 - Any changes to the menu requirements must be recorded on the menu and communicated to the RDN and FCAOGAAA;
 - Modified meals may be provided when necessary;
- h) SUBCONTRACTOR must meet applicable federal, state, and local requirements and regulations including, but not limited to, following required food sanitary practices, proper handling of food and maintaining proper temperatures with at least one person per shift having a food service certification in applied food service sanitation issued by a nationally recognized program and approved by DHHS;
- i) utilize OAA Title III part C-1 and C-2 funding to provide individuals with the knowledge and skills to make healthy food and beverage choices (45 C.F.R. § 1321.87) through the following services:
 - nutrition education must be based on the needs of participants and offered at least semi-annually;
 - Refer individuals to nutrition counseling provided, as appropriate, based on the needs of meal participants, the availability of resources, and the expertise of an RDN;
 - counseling must align with the Academy of Nutrition and Dietetics, an organization of food and nutrition professionals; and;
 - additional nutrition services may be provided to meet eligible participants' nutritional needs or preferences such as weighted utensils, supplemental foods, ONS or groceries, and shall not duplicate other federally funded services; and;

2. **CMM.** The SUBCONTRACTOR shall:

- a) provided by qualified nutrition services to eligible individuals, while congregating in-person or virtually, with the exception of Grab-and-Go Meals;
- b) ensure Grab-and-Go Meals are only used to complement the CMM program in the following circumstances:
 - during disaster/emergency situations;
 - occasional need; and
 - regular need based on individual assessment when targeting services to GEN and GSN;
- c) ensure actual meal costs and suggested contribution amounts are posted at congregate meal sites; (Utah Administrative Code R510-104); and
- d) establish and implement a process to protect the privacy of a client's cost contribution decision (Utah Administrative Code R510-104).

3. **HDM.** The SUBCONTRACTOR shall:

- a) ensure home delivered meals are provided to eligible individuals as described in Utah Administrative Code R510-104-4, in addition, determine individuals are homebound, or unable to leave their home without assistance due to a disabling physical, emotional, or environmental condition(R510-104-13);
- b) use HDM funding towards meals consumed at a client's residence or otherwise outside of a congregate setting where home delivered meals are provided via home delivery, carry-out, drive through, or similar meal service;

4. **NSIP- Cash-in-lieu.** The SUBCONTRACTOR shall:

- a) use NSIP funds to purchase Domestically Produced Foods that are part of a

meal;

b) ensure NSIP funds are used on the following;

- raw food ingredients only;
- domestically produced milk and bread;
- local protein foods including beef, chicken, fish, eggs, and cheese;
- local produce;

c) confirm the origin of products is verifiable on food labels and ensure lot numbers and product origins are documented prior to utilizing NSIP funds;

- if the source of the food cannot be verified as domestically sources, NSIP funds cannot be used; and

• NSIP Funds cannot be used to purchase premade food or premade meals;

6.2 PDS. The SUBCONTRACTOR shall:

Objective: Under this contract, the SUBCONTRACTOR agrees to provide the following Supportive Services as defined below and outlined under Article 10 "Payment Term and Billing Information": 10.1 Funding and 10.2 Payments based upon the approved per service unit reimbursement rate and not to exceed the total allocated amount for each service, unless otherwise approved and authorized by FCAOGAAA. SUBCONTRACTOR agrees to generate Project Income during the term of this agreement in the delivery of these services, in addition to any required match.

1. Service Definitions:

1. Transportation services include activities which enable individuals to travel to and from community resources to receive services, reduce isolation, or otherwise encourage independent living activities and includes assisted transportation.

Assisted transportation includes assistance with transportation, including escorting for person who has difficulties (physical or cognitive) using regular vehicular transportation.

Unit of Service: 1 Unit = 1 one-way Trip

2. Outreach Services include intervention with individuals, initiated by the SUBCONTRACTOR, for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.

Unit of Service: 1 Unit = 1 Contact

3. INFORMATION & ASSISTANCE includes a service that: (A) provides individuals with information on services available with the communities; (B) links individuals to the services and opportunities that are available within the community; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.

Unit of Service: 1 Unit = 1 Contact

4. Public Information includes a public or media activity that involves contact with multiple current or potential clients to convey information (ex. publications, newsletters, publicity campaigns, and other mass media activities, booth at Fair or expo, conference, or group presentation). Unlike Information & Assistance, this service is not tailored to the needs of an individual (one-on-one interaction)

Unit of Service: 1 unit = 1 activity with estimated Audience Size

5. Telephone Reassurance: telephone calls to older adults to reduce isolation and potential safety issues and provide comfort or help.

Unit of Service: 1 Unit = 1 call

6. Friendly Visiting: in person visit to see a client to provide comfort or help reduce isolation and potential safety issues.

Unit of Service: 1 Unit = 1 Visit

7. Socialization (other): includes any other social activity that does not fall under one of the other service categories which socially engages older adults in an effort to reduce isolation and loneliness and improve the overall well-being of older adults.

Unit of Service: 1 unit = 1

7. Homemaker: Providing light housekeeping tasks including, preparing meals, shopping for personal items, shopping for personal items (delivery of groceries, prescriptions, mail, or other supplies), managing money, or using telephone in addition to light housework.

Unit of Service: 1 Unit = 1 Hour

8. Chore Services: Assistance with household chores such as heavy housework, yard and walk maintenance, which the older person(s) is unable to handle on his/her own and which do not require the services of a trained homemaker or other specialist.

Unit of Service: 1 Unit = 1 Hour

9. Non-Evidence Based Health Promotion Services include health education, screening and assessments, organized physical fitness activities, medication management, home injury control services, and/or information education and prevention strategies for chronic diseases and other health conditions that would reduce the length or quality of life of the person 60 or older.

SUBCONTRACTOR agrees to coordinate with FCAOGAAA for Title III-D Evidence Based Health Promotion to ensure access for eligible individuals in meeting basic requirements of Older American's Act. This may include providing space at senior center, information and outreach for classes, helping recruit volunteers and participants, providing staff support as needed.

Article 7

RECORD KEEPING RESPONSIBILITIES

7.1 Record Keeping. The SUBCONTRACTOR Shall:

1. Maintain Records that include at least the minimum reporting requirements for OAA as part of the Older American Act Performance System (OAAPS). This includes, but not limited to base demographic information for each client served, services provided, amount billed to FCAOGAAA for each service, required assessments, determination of client eligibility, provision of services, fiscal operations and any

other records necessary to comply with the reporting and accountability requirements of this contract, state and federal awards.

2. Maintain all documentation supporting administrative services costs invoices to FCAOGAAA and submit billing documentation when requested;
3. Notify client and/or client's legal guardian and FCAOGAAA of data loss within 24 hours of discovery

Article 8 **REPORTING REQUIREMENTS**

8.1 Reports and Amendments. The SUBCONTRACTOR Shall:

1. Enter required data into the FCAOGAAA approved data tracking and reporting system monthly to meet OAAPS reporting requirements and requirements of this contract.
2. Submit required fiscal reports and invoices as outlined under in this agreement including any supporting documentation.
3. Ensure costs are allocated to the applicable program(s), i.e. HDM, Congregate, Supportive Services.

8.2 FCAOGAAA shall:

1. Provide appropriate consultation and technical assistance to SUBCONTRACTOR as indicated or requested by SUBCONTRACTOR to assure satisfactory performance in providing the contracted services and in meeting reporting requirements as outlined in this agreement to include acting as liaison between SUBCONTRACTOR, DHHS and the DHHS vendor for the information data system used for OAAPS reporting.
2. Process reimbursement requests in a timely manner ensuring payment within 30 days of receipt of a correct invoice from SUBCONTRACTOR.
3. Reallocate funds if SUBCONTRACTOR is not able to expend their contracted budgets by end of the Fiscal year and reallocate funds to one or more agencies that are able to provide the required services and meet the expenditure levels ensuring funds are expended in the category originally designated.

Article 9 **OUTCOMES**

9.1 Outcomes. The desired outcomes are the continuation of services and support needed for the older adults in the Five County region to lead independent, meaningful, healthy, and dignified lives in their own homes and communities (C.F.R. § 1321.55). SUBCONTRACTORS will be provided with technical support and resources required to facilitate the services outlined in this agreement including outreach, information and assistance, transportation, meals, nutrition counseling, other in-home and access services, disease prevention, health promotion, and social activities for older adults.

9.2 Outcome Measurements: FCAOGAAA and DHHS may monitor the SUBCONTRACTORS performance through annual, scheduled, and unannounced monitoring visits and customer satisfaction surveys to ensure services are appropriate for the clients served. Each program is monitored by FCAOGAAA staff and DHHS Program Manager and performance objectives and required reporting are used to

determine the effectiveness and success of its services and programs. The SUBCONTRACTOR shall develop, implement, and maintain policies, procedures, and an internal quality management system that evaluates the SUBCONTRACTORS programs and establishes a system of self-correcting feedback that may be externally validated by FCAOGAAA and DHHS.

Article 10 **PAYMENT TERMS AND BILLING INFORMATION**

10.1 FUNDING.

a) Payment will be made only for authorized services provided to eligible clients and shall be reimbursed by the FCAOGAAA up to the stated total reimbursement:

Support Services	\$ 58,013.00
Congregate Meals	\$ 42,483.00
Home Delivered Meals	\$ 91,499.00
Total	\$ 191,995.00

b) **METHOD OF PAYMENT:** Payment will be made for actual units of service provided to eligible clients. SUBCONTRACTOR invoices or forms supplied by the FCAOGAAA will be used for billing units of service delivered during each month.

c) If SUBCONTRACTOR fails to expend the full amount as allocated under Article 10.1a by June 30th of the fiscal year for which allocation was made, the unexpended portion of the allocation will lapse and the SUBCONTRACTOR will have not further claim to it.

d) The SUBCONTRACTOR shall not obtain duplicate recovery from both FCAOGAAA and any other source for services provided pursuant to this agreement. If the SUBCONTRACTOR obtains funds from both FCAOGAAA and another source for services provided under this agreement, the SUBCONTRACTOR shall reimburse FCAOGAAA for the full amount of the recovery and if the amount of the recovery is greater than the amount the SUBCONTRACTOR received from FCAOGAAA, the SUBCONTRACTOR shall reimburse FCAOGAAA for the amount received from FCAOGAAA.

e) The SUBCONTRACTOR shall provide the match amounts required below for the FCAOGAAA funds received for the Fiscal year as outlined in this contract. The federal minimum match must comply with the provisions of 45 C.F.R. § 75.306, be provided during the same funding period as the subaward and come from non-federal sources.

MINIMUM REQUIRED CASH MATCH REQUIRED FOR FY 2026

Support Services	\$ 10613.00
Congregate Meals	\$ 5,531.00
Home Delivered Meals	\$ 13,190.00
 In-Kind (OAAAPS)	 \$ 10,296.00

Note: These amounts are the minimum match required to receive the allotted State and Federal funds as outlined in this contract. As part of the contractual reporting requirements, annual reporting is required

for ALL FUNDING SOURCES including project income, donations and in-kind used to support the Federal and State funds as outlined in this contract. Please refer to Attachment C: "Annual Report of Cash Match & In-kind Funds"

f) FCAOGAA may withhold any or all subsequent payments under this or other agreements with the SUBCONTRACTOR until FCAOGAAA fully recoups any amounts paid to the SUBCONTRACTOR that were not eligible for reimbursement and withhold funds from the SUBCONTRACTOR for the following:

- i. grant agreement non-compliance;
- ii. failure to comply with FCAOGAAA directors regarding the use of public funds, or

g) If a Finding or judicial determination is made that the SUBCONTRACTOR misused public funds, FCAOGAAA may also withhold funds otherwise allocated to the SUBCONTRACTOR to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the SUBCONTRACTORS expenditure of public funds with the following conditions:

- i. FCAOGAAA shall give the SUBCONTRACTOR prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the SUBCONTRACTOR must take to bring about the release of any amounts withheld; and
- ii. If an independent CPA audit or a fiscal review by FCAOGAAA determines that FCAOGAAA has over-paid the SUBCONTRACTOR for services under this agreement because the SUBCONTRACTORS expenditures were not authorized or allowed pursuant to this agreement, or because the SUBCONTRACTORS expenditures are inadequately documented, the SUBCONTRACTOR shall immediately refund such payments to FCAOGAAA upon written request.

h) The SUBCONTRACTOR shall not charge individuals for any services except as expressly authorized in the division directives.

10.2 Payments.

- a) Payments made to the SUBCONTRACTOR will be the SUBCONTRACTORS total compensation for services provided.
- b) Payments to the SUBCONTRACTOR during any given fiscal year shall not exceed the maximum amount of funding allocated to the AAA for that fiscal year.
- c) FCAOGAA shall pay the SUBCONTRACTOR only for services that:
 - i. are allowable under Federal cost principles
 - ii. are properly allocated;
 - iii. are supported by adequate documentation of actual costs incurred; and
 - iv. comply with HHS rules, located on federalregistry.gov
- d) FCAOGAAA shall pay the SUBCONTRACTOR no more than the total line-item allocation stated for each service category outlined under Article 10.1a Funding and the Funding Summary outlined below:

FUNDING SUMMARY

<u>NUTRITION SERVICES</u>	<u>\$/UNITS</u>	<u>TOTAL</u>
Congregate Meals	\$6.75	\$42,483
Home Delivered Meals	\$7.75	\$91,499
Grand Total		\$ 133,982

NUTRITION SERVICES FUNDING SOURCES

Title III-C1(Congregate) & State Nutrition	\$ 28,656.00
Title III-C2 (HDM) & State Nutrition	\$ 66,576.00
Cash-In-Lieu Congregate	\$ 2,375.00
Cash-In-Lieu HDM	\$ 4,281.00
<u>Project Income</u>	<u>\$ 32,094.00</u>
Grand Total	\$133,982.00

Title III-B & State Services Total amount: \$ 58,013.00

SUPPORT SERVICES	# UNITS	\$/UNIT	TOTAL
Assisted Transportation	1200	\$ 7.00	\$ 8,400.00
Transportation	2,000	\$ 6.00	\$ 12,000.00
Other Svcs: Outreach	744	\$ 5.25	\$ 3,906.00
Information & Assistance	1,400	\$ 3.00	\$ 4,200.00
Other Svcs: Public			
Information	4,000	\$ 1.50	\$ 6,000.00
Other Svcs: Telephone			
Reassurance	1,000	\$ 2.25	\$ 2,250.00
Other Svcs: Friendly			
Visiting	1,200	\$ 5.75	\$ 6,900.00
Other Svcs:			
Socialization	1,200	\$ 2.25	\$ 2,700.00
Homemaker	200	\$ 8.00	\$ 1,600.00
Chore Services	400	\$ 8.00	\$ 3,200.00
Non-Evidence Based			
Health Promotion	N/A	N/A	\$1,500.00
Other Svcs: Recreation	N/A	N/A	\$ 2,357.00
Vehicle Repairs & Maintenance	N/A	N/A	\$ 3,000.00
Grand Total			\$ 58,013.00

10.3 Fiscal Performance. The SUBCONTRACTOR shall

- a) utilize the FCAOGAAA approved monthly reimbursement and reporting document to assess the alignment of budgeted expenses with current period and year-to-date progress;
- b) submit monthly invoices using the FCAOGAAA approved form, for authorized services to FCAOGAAA with following information:
 - i. payment address, phone number and signature
 - ii. invoice date and dates of service

- iii. units of service provided, and invoice amount broken down by service category
- iv. supporting documentation for all service units and expenditures
- c) submit monthly accounting of Project Income collected for Nutrition both Congregate and HDM with copies of deposit summaries. For Transportation services report project income amount collected on monthly reimbursement form.
- d) submit Annual Report of Cash Match and In-kind funds by March 30th of each fiscal year using the approved FCAOGAAA form.
- e) submit completed annual certification of minimum match requirements form at the end of each fiscal year signed by County Auditor and COA Coordinator.

10.4 FCAOGAAA shall:

- a) review and process monthly reimbursement request forms submitted by SUBCONTRACTOR for their reasonableness and reconcile with approved services and funding allocations as outlined in this contract.
- b) not process any invoices that lack the appropriate verification and documentation of services provided, are not an allowable expense or exceed the amount allocated to SUBCONTRACTOR under this contract.
- c) reject and return invoices to the SUBCONTRACTOR for further completion and or clarification if they lack the necessary information or supporting documentation, or submitted after the specific deadlines; and
- d) Process payments to the SUBCONTRACTOR via Check sent to the address noted on the invoice.

Additional Reference information:

Link to Administration on Aging Website and Older Americans Act:

<https://acl.gov/about-acl/authorizing-statutes/older-americans-act>

Link to Utah Administrative Code, R510-104 Nutrition Programs for Elderly:

Utah Office of Administrative Rules

<https://adminrules.utah.gov/public/rule/R510-104/Current%20Rules?searchText=R510-104>

ITEM # 6

Ordinance 2025-21 an Ordinance Amending the Zoning
of Lot 18-49A from R-1/2 to R-1

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: July 22, 2025

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2025-21: Zone Change

Description: An Ordinance Amending the Zoning of Lot 18-49A from R-1/2 to R-1

MOTION: I move to recommend denying/approving the zone change from R-1/2 to R-1 for lot 18-49A & Ordinance O-2025-21 based on the facts and findings as documented in the staff report.

Attachments: Ordinance 2025-21, Staff Report, Map

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

The Planning Commission voted unanimously to recommend approval of this agenda item.

KANE COUNTY ORDINANCE NO. O 2025-21

**AN ORDINANCE AMENDING THE ZONING OF LOT 18-49A
IN THE STRAWBERRY VALLEY ESTATES SUBDIVISION UNIT NO. 2
RESIDENTIAL 1/2 TO RESIDENTIAL 1**

WHEREAS, the Kane County Board of Commissioners finds that said zone change is in accordance with the Kane County Land Use Ordinance 9-6A-1: PURPOSE: To provide for residential neighborhoods of a rural character together with a limited number of livestock for the benefit and enjoyment of the residents. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)

WHEREAS, the Kane County Board of Commissioners desires to implement the recommended zone change; and the Kane County Board of Commissioners, in a duly noticed public meeting, received the recommended zone change and desires to enact the following recommendations;

WHEREAS, the statutory authority for enacting this ordinance is Utah State Code Sections §17-27a-201-202 &205, and 17-27a-503;

WHEREAS, the Kane County Planning Commission and Kane County Board of Commissioners desire to make the recommended zone change to lot 18-49A, from Residential 1/2 to Residential 1;

NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF KANE COUNTY, STATE OF UTAH, ORDAINS AS FOLLOWS:

**LEGAL DESCRIPTION: ALL of new lot 49A Amended Plat of lots 48, 49 & 50
Strawberry Valley Estates Unit No. 2.**

Is hereby rezoned from Residential 1/2 to Residential 1 and shall from here forth be zoned Residential 1.

Section 1. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 2. Effective Date

This ordinance is effective fifteen (15) days after adoption, and after publication and notice are completed as set forth below.

Section 3. Publication and Notice.

This Ordinance shall be deposited in the Office of the Kane County Clerk. The Kane County Clerk is directed to publish a short summary of this Ordinance with the name of the members voting for and against, together with a statement that a complete copy of the ordinance is available at the Office of the Kane County Clerk, for at least one publication in a newspaper of general circulation in the county, or as otherwise permitted and required by Utah State Law.

End of Ordinance.

ADOPTED this _____ day of _____, 2025.

ATTEST:

Chameill Lamb
Kane County Clerk

Celeste Meyeres, Chair
Board of Commissioners
Kane County

Commissioner Meyeres voted
Commissioner Kubeja voted
Commissioner Brown voted



KANE COUNTY LAND USE AUTHORITY

Shannon McBride
LAND USE AUTHORITY
ADMINISTRATOR

Staff Report

DATE: June 13, 2025

To: Planning Commission
From: Shannon McBride, Land Use Administrator
Subject: Project # 25030: Zone Change Application, R-1/2 to R-1, Ordinance O-2025-21
Lot 18-49A consisting of 1.49 acres

HEARING NOTIFICATION:

- Mailed to property owners within 500 feet of the subject area.
- Posted on the Utah State and Kane County's public websites.
- A public notice was posted in two public locations.
- A notification sign was posted on the lot.

REQUEST:

On June 2, 2025, Mark Gormley, submitted a zone change application for lot 18-49A, 1680 E Centurion Circle, Strawberry Valley Estates Unit NO. 2 Subdivision, Kane County, Utah, requesting to rezone from Residential 1/2 (R-1/2) to Residential 1 (R-1). The intended use is to build a guest home with the square footage of 50% of the existing, single-family dwelling over the garage.

LEGAL DESCRIPTION: ALL of new lot 49A Amended Plat of lots 48, 49 & 50 Strawberry Valley Estates Unit No. 2.

FACTS & FINDINGS:

Lot Characteristics

- Lot 18-49A meets the minimum acreage required to be zoned R-1. The lot is currently zoned R-1/2.
- The owner requests the lot be zoned R-1 which requires a zone change.

76 North Main Street | Kanab, Utah 84741 | p: (435) 644-4966 | www.kane.utah.gov
Shannon McBride | Land Use Administrator | e-mail: smcbride@kane.utah.gov

- Surrounding lots are zoned R-1/2.
- All property owners within 500 ft. of this lot have been mailed a public notice, and a sign has been posted on the lot.
- The lot would gain access from Gulf Stream Drive or Centurion Circle Road.
- **9-6A-1: PURPOSE:** To provide for residential neighborhoods of a rural character together with a limited number of livestock for the benefit and enjoyment of the residents. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013)
- **KCLUO 9-11-2:** A. The size of the guest home shall be as follows:

Zone	Size
R-1	50% of the principal dwelling
R-2	75% of the principal dwelling
R-5	The square footage shall be not greater than the principal dwelling

- **Kane County General Plan, Preamble:** Given these basic premises, the Kane County Commission will use this Plan to guide land use decisions for the county. Where decisions regarding property rights versus property values are being made, deference shall be given to property rights. This Plan will ensure that present and future residents and visitors to Kane County will be housed under safe, sanitary, and attractive conditions. Land uses in the unincorporated county will reflect the intent of the Commission to expect intensive, urban-scale uses and to provide self-supported basic services without county financial support.
- **Kane County General Plan, Pg. 6 Land Use Goals** Unincorporated land uses will remain at densities which can be adequately serviced and which retain the qualities of a rural, open setting with uses not typically found in a town or city. Residential Land Uses Goal #1: To provide for residential areas that support and complement the unique rural quality and character of Kane County. Objective: Minimum allowable densities in unincorporated zoning districts will be determined by the land use ordinance.
- If the zone change is approved the uses contained in the R-1 uses table will be allowed.

9-6A-4: MODIFYING REGULATIONS:

- Animals And Fowl: No building, structure or enclosure housing animals or fowl shall be constructed closer to a dwelling on adjacent lots closer than twenty five feet (25').
- Accessory Building Side Yard: Accessory buildings located at least ten feet (10') behind the main building may have a three foot (3') side yard requirement except that the street side of a corner lot shall be a minimum of thirty feet (30') for all buildings.
- Accessory Building Rear Yard: Accessory building located at least ten feet (10') behind the main building may have a rear yard of three feet (3') provided that a corner lot rearing on a side yard of another lot, the minimum rear yard for all buildings shall be eight feet (8').
- Water And Sewer: Individual water supply and/or sewage disposal systems shall be subject to the approval of the department of health.
- Manufactured Homes: A manufactured home shall meet all county snow loads at the time of siting and less than ten (10) years old shall meet all snow loads and energy codes at the time of siting. If older than ten (10) years, manufactured home must be inspected and approved by the Kane County building department.

F. Allowable Numbers Of Household Pets: Private holding and ownership of up to a maximum number of animals in a given land use (zoning) area as shown below; without a conditional use permit.

1. R- $\frac{1}{2}$ may house a maximum of six (6) household pets. (Please note: As of February 22, 2022 Kane County will no longer accept new lots designated with the R- $\frac{1}{2}$ Zone. The R- $\frac{1}{2}$ will remain in Modifying Regulations for administrative purposes only.)

2. R-1 may house a maximum of six (6) household pets.
3. R-2 may house a maximum of twelve (12) household pets.
4. R-5 may house a maximum of fifteen (15) household pets.

G. Livestock: The keeping of livestock for personal use is permitted, except that no more than one large animal, or no more than ten (10) small farm animals weighing fifty (50) pounds each or less, may be kept for each six thousand two hundred fifty (6,250) square feet of area dedicated for each animal not to exceed a maximum of ten (10) large animals on any lot.

H. Number of Dwellings Allowed per Lot or Parcel: No more than two single-family dwellings allowed per lot or parcel in Residential 1, 2 and 5 zones. Only 1 single-family dwelling is allowed in the Residential $\frac{1}{2}$ zone.

I. Short Term Or Vacation Rental: In the event that there is more than one dwelling on a single lot that may be considered a short term rental or vacation rental as defined in section [9-1-7](#) of this title only one renting of those dwellings may be used as a short term rental or vacation rental, except in the R-2 and R-5 Zones where a conditional use permit can be applied for to allow a second nightly/short term rental.

J. Private Cemeteries within a subdivision shall have a sealed concrete vault. A permanent marker will be placed on each individual grave site. The cemetery shall be 50 feet from any property line. The cemetery's legal description shall be recorded in the Recorder's Office. No green burials are allowed within platted subdivisions. Green burials will only be allowed on 10-acre or larger parcels. No more than two burial plots will be allowed on each individual lot within a platted subdivision, except in the R-5 zone which allows a maximum of five plots. No plots will be sold commercially. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013; amd. Ord. 2014-15, 7-28-2014; Ord. O-2019-5, 4-22-2019; amd. Ord. O-2022-06, 3-22-2022; Ord. O-2022-18, 4-26-2022; Ord. O-2022-60, 11-22-2022; Ord. O-2023-31, 9-26-2023)

9-6A-5: CODES AND SYMBOLS:

(Please note: As of February 22, 2022 Kane County will no longer accept new lots designated with the R- $\frac{1}{2}$ Zone. The R- $\frac{1}{2}$ will remain in the uses table for administrative purposes only.)

A. In section [9-6A-6](#) of this article is a table describing uses of land or buildings that are allowed in the zone as shown. Permitted uses are indicated by a "P" in the appropriate column. Uses that may be permitted by a conditional use permit issued by the Land Use Authority are indicated by a "C" in the appropriate column. If a use is not allowed in a given zone, it is either not named in the use list or it is indicated in the appropriate column by a dash, "-".

B. Any use not named in this table which may be considered harmonious with the zone and current allowed uses can be considered for proposed inclusion into this chapter by the Kane County Land Use Authority in a public hearing and approval of the County Commission. (Ord. 2013-5, 8-12-2013, eff. 8-27-2013; amd. Ord. 2014-16, 8-25-2014; amd. Ord. O-2022-06, 3-22-2022)

9-6A-6: USES TABLE:

Use	R- $\frac{1}{2}$	R-1	R-2	R-5			
				R- $\frac{1}{2}$	R-1	R-2	R-5
Accessory buildings and uses customarily incidental to conditional uses				C	C	C	C
Accessory buildings and uses customarily incidental to permitted uses				P	P	P	P
Accredited private educational institution having a curriculum similar to that ordinarily given in public schools				C	C	C	C
Animal shelter, commercial						C	C

Animal shelter, private	P	P	P	P
Apartments	-	-	-	-
Assisted living buildings	C	P	P	P
Barndominium	-	P	P	P
Bed and breakfast	-	-	C	C
Building with a height greater than 35 feet	C	C	C	C
Campground/glamp-ground	-	-	-	-
Cemetery private	C	C	C	C
Child daycare or nursery	C	C	C	C
Church	C	C	C	C
Commercial construction, storage yard	-	-	-	C
Condos	-	-	-	-
Construction equipment and supply trailer, temporary	C	C	C	C
Construction field office, temporary	C	C	C	C
Duplex (one per lot or parcel)	-	C	P	P
Electrical power substation or overhead lines with base structure greater than 70 feet in height	C	C	C	C
Group home ¹	P	P	P	P
Guest home	-	P	P	P
Home occupation	P	P	P	P
Internal Accessory Dwelling Unit (IADU)	P	P	P	P
Kennel and/or catteries (private)	P	P	P	P
Livestock	P	P	P	P
Lodges, residential	-	-	-	C
Park models	-	-	-	-
Personal agriculture, the tilling of the soil, the raising of crops, horticulture, and gardening, personal	P	P	P	P
Planned unit developments	C	C	C	C
Private road	P	P	P	P
Public parks and playground	P	P	P	P
Public, quasi-public, and private service utility lines, pipelines, power lines overhead lines with base structure over 70 feet	P	P	P	P
Recreational vehicle park	-	-	-	-
Residential facilities	P	P	P	P
Residential facilities for persons with disabilities ¹	P	P	P	P
Residential facilities for the elderly ¹	P	P	P	P
Single family dwelling (1 per lot or parcel)	P	P	P	P
Solar panels attached to a residential home producing less than 25 kW of energy	P	P	P	P

Temporary buildings for uses incidental to construction work, including living quarters for a guard, night watchman or family, which buildings must be removed upon completion or abandonment of the construction work	P	P	P	P
Townhomes	I	I	-	-
Vacation rental and/or short term rental (one per lot or parcel)	P	P	P	P
Vacation rental and/or short term rental (two per lot or parcel)	I	I	C	C

CONCLUSION:

The Planning Commission must evaluate this zone change request by considering the following:

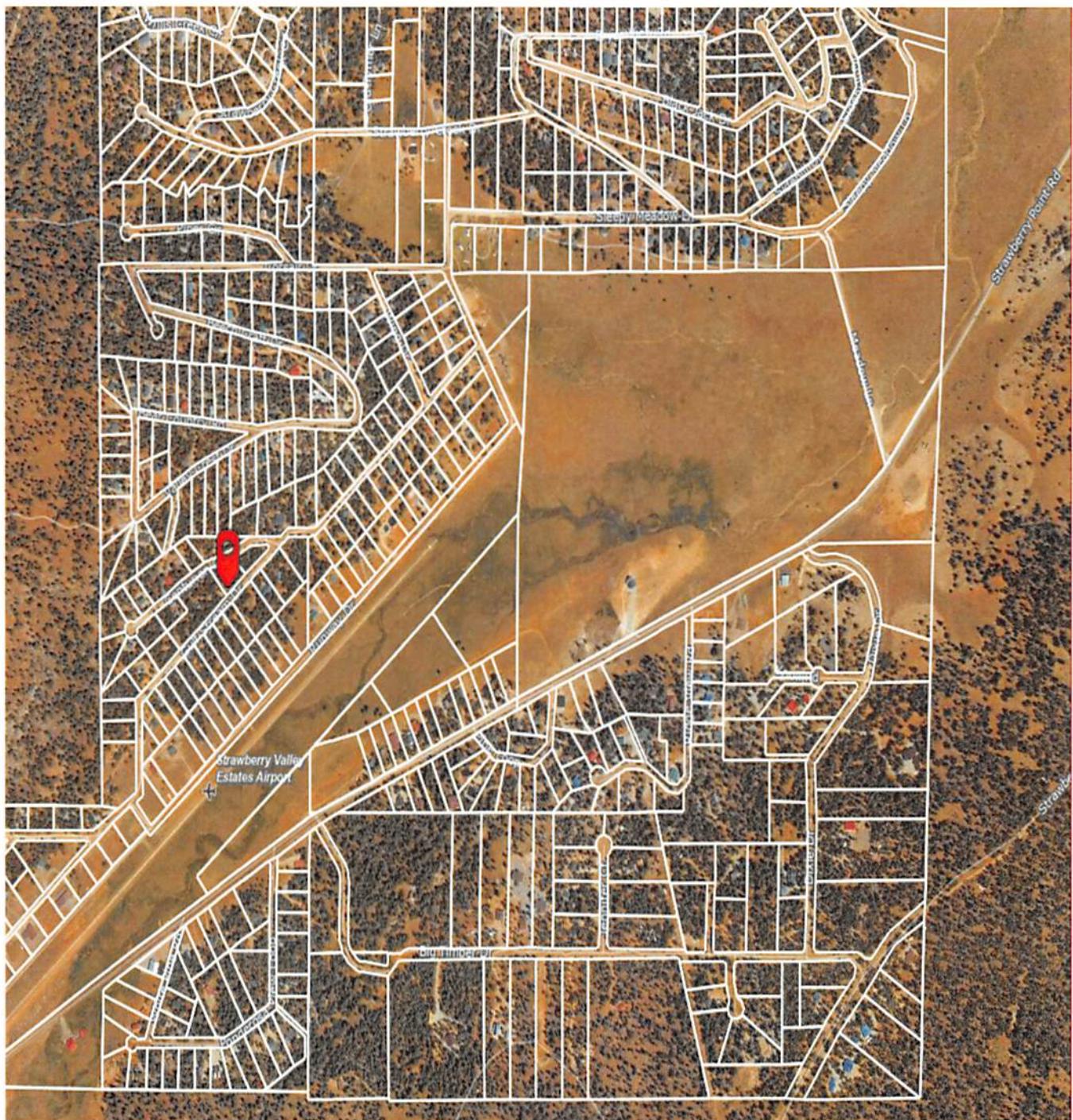
1. Alignment with the Kane County General Plan and its provisions for residential use.
2. The applicant's property rights and the potential impact on neighboring properties.
3. Compatibility with surrounding zoning designation.
4. Adherence to the purpose and allowed uses of the R-1 Zone.

Given these considerations, a recommendation should balance Kane County's best interests, future planning objectives, and private property rights. If the zone change amendment is adopted, R-1 zoning regulations will apply as outlined in the Kane County Land Use Ordinance as stated above.

LEGAL CONTEXT

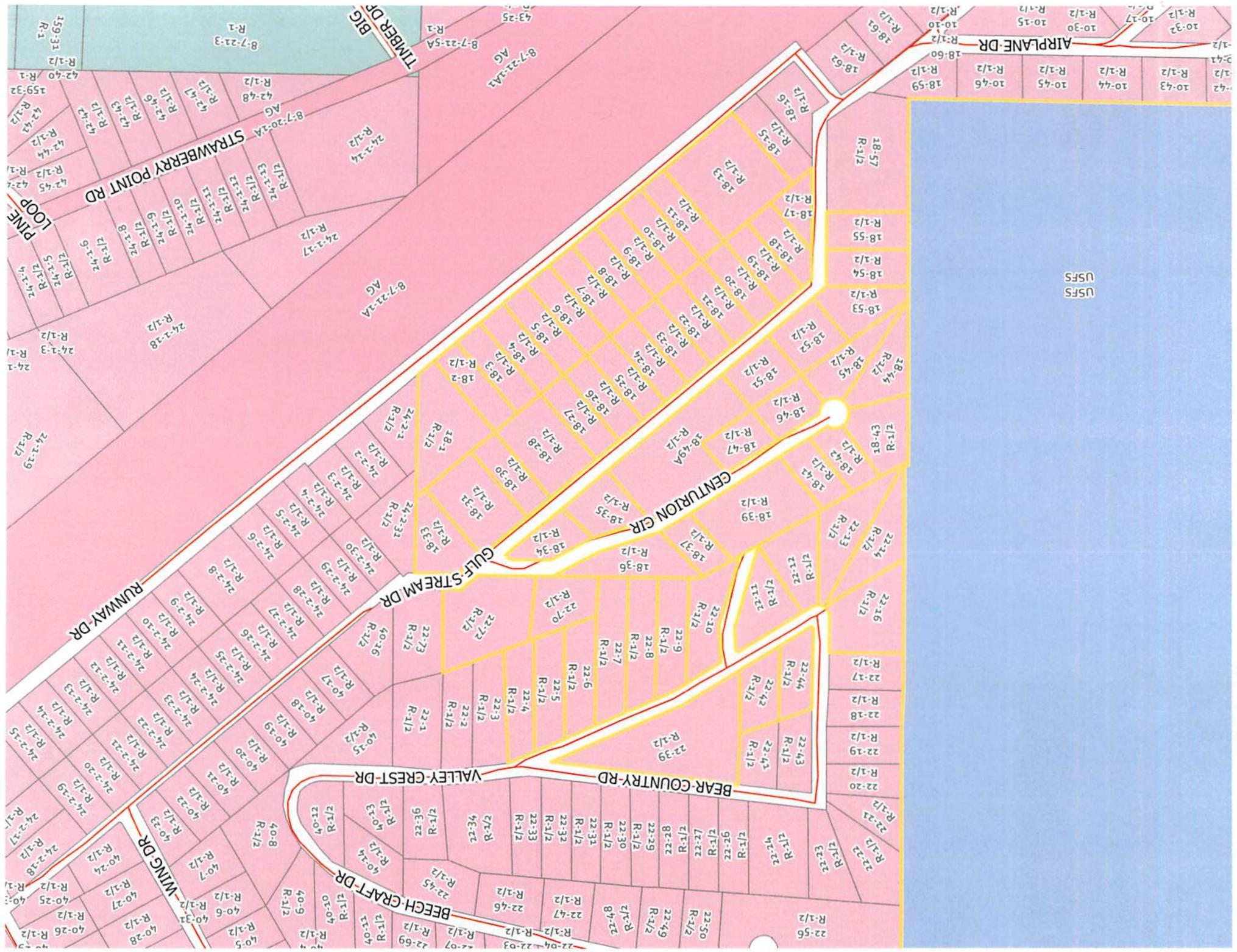
Because zoning ordinances are in derogation of a property owner's common-law right to unrestricted use of his or her property, provisions therein restricting property uses should be strictly construed, and provisions permitting property uses should be liberally construed in favor of the property owner; Patterson v. Utah County Bd. of Adjustment, 893 P.2d 602, 606 (UT App 1995)

MOTION: I move to recommend denying/approving the zone change for lot 18-49A from R-1/2 to R-1 & Ordinance O-2025-21 to the County Commission based on the facts and findings as documented in the staff report.



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Shannon McBride | Land Use Administrator | e-mail: smcbride@kane.utah.gov





ITEM # 7

**Ordinance 2025-22 an Ordinance Revising Kane County
Land Use Ordinance Adding Article F Home Occupation
into Chapter 6 Residential Zones**

KANE COUNTY ORDINANCE NO. O 2025-22

**AN ORDINANCE REVISING KANE COUNTY LAND USE ORDINANCE
ADDING ARTICLE F HOME OCCUPATION INTO CHAPTER 6 RESIDENTIAL
ZONES**

WHEREAS, after a duly noticed public hearing, the Kane County Planning Commission recommended changes to the Kane County Land Use Ordinance adding Article F Home Based Businesses within Residential Zones into chapter 6; and

WHEREAS, the Kane County Planning Commission recommends the addition of Article F Home Based Businesses within Residential Zones into Chapter 6 Residential Zones; and

WHEREAS, the Kane County Board of Commissioners desires to implement the recommendations of the Planning Commission and amend the Kane County Land Use Ordinance with additional changes and other modifications; and

WHEREAS, the Kane County Commission desires to stay in compliance with Utah State Code regulations in particular with Utah Code §17-27a-501 & 503; and

WHEREAS, the authority for this ordinance is found in Utah Code §17-27a-101 et. al., and §17-53-201 & 205; and

NOW THEREFORE, THE COUNTY LEGISLATIVE BODY OF KANE COUNTY, STATE OF UTAH, ORDAINS AS FOLLOWS:

Section 1. Ordinance Amendment.

Kane County Code Title 9 Chapter 6 Residential Zones adding Article F Home Based Businesses within Residential Zones of the Kane County Land Use Ordinance is amended to read as follows. Additions to the ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

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ARTICLE F. HOME BASED BUSINESSES WITHIN RESIDENTIAL ZONES

SECTION:

9-6F-1: Purpose

9-6F-2: Scope

9-6F-3: Permitted Uses

9-6F-4: Development Standards

9-6F-1: PURPOSE: The purpose of this article is to establish use and development regulations for home based businesses. These regulations are intended to ensure that limited business activities allowed in a residential zone do not disturb the residential character of a neighborhood.

9-6F-2: Scope:

The requirements of this chapter shall apply to all home-based businesses within the County. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, and other laws.

9-6F-3: Permitted uses:

The home-based business uses set forth below shall be allowed as permitted uses in any agricultural or residential zone, or any other zone in which such uses are permitted uses.

Bakeries, catering, and home kitchens per Utah Code.

Computer/internet sales/programming.

Handyman, contractor offices.

Janitorial, housekeeping, and landscaping service offices.

Licensed family child care or residential certificate child care; preschool.

Mobile services.

Office, general.

One customer personal care service such as one chair beauty and barber shops.

Personal instruction service.

Production of home crafts.

9-6F-4: - Development standards; permitted use.

The development standards set forth in this section shall apply to any home-based business allowed as a permitted use.

A. Ownership. A home-based business shall be owned and operated by a person who resides in the dwelling where the home-based business is located. Such person shall be the primary provider of the labor, work, or service provided in the home-based business.

B. Employees. A home-based business established after the adoption of this chapter may not have employees who do not permanently reside in the home who work at or from the home except a licensed family child care or a residential certificate child care where a single additional employee is required by the number and/or ages of children.

C. Business license or registration. Home based business owners must apply for a county business license. Licensing and any fees will be in accordance with the business licensing regulations in title 3 of this Code.

D. Fire inspection. Fire inspections for a home-based business shall be determined by the Kane County Fire Warden.

E. Inventory. Products produced pursuant to the home-based business may be kept on the premises. No other stock in trade, inventory, commodities, or other merchandise shall be kept on the premises for storage, or wholesale or retail sales, except for incidental or sporadic use.

F. Modification of structures. There shall be no visible evidence from the exterior of a dwelling or structure that it is being used for any other purpose than that of a dwelling or accessory building.

G. Offensive or noxious activities. The home-based business shall not include any activity which unreasonably disturbs the peace and quiet of the neighborhood, including, but not limited to, interference of radio, television, or other electronic reception by reason of design, materials, or construction; lighting, odor, dust, sounds, vibrations, vehicles, parking and general operation of business. No smoke, odor, liquid or solid waste shall be emitted which is not usual and customary to the use of the property for residential purposes. Tools, items, equipment, or activities conducted within a dwelling or accessory building which are offensive or noxious by reason of the emission of odor, smoke, gas, vibration, magnetic interference, or noise are prohibited.

H. Secondary use. The home-based business shall be clearly incidental and secondary to the primary use of the dwelling for residential purposes.

1. The home-based business shall not disrupt the residential character of the neighborhood in which the residence is located.

2. Not more than 25 percent of a dwelling shall be used for a home-based business except for residential childcare.

3. A home-based business shall not involve the use of yard space, or activity outside the main building not normally associated with residential use.

4. A home-based business may utilize an accessory building existing at the time of business license approval only after approval by the Kane County Land Use Administrator.

I. Traffic, parking, and access. No home-based business use shall use on-street parking for business customers or business vehicles.

1. Not more than two customer parking spaces shall be created.

J. Combustible materials. Combustible materials per fire code shall not be stored in the home.

K. Prohibitions. Shall specifically exclude vehicle repair work of any kind, commercial stables, animal boarding, auctions, restaurants, and funeral homes.

L. Utility services. The home-based business shall not cause a demand for utility services in excess of those usual and customary to the use of the property for residential purposes.

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Section 2. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date

This ordinance is effective fifteen (15) days after adoption, and after publication and notice are completed as set forth below.

Section 4. Publication and Notice.

This Ordinance shall be deposited in the Office of the Kane County Clerk. The Kane County Clerk is directed to publish a short summary of this Ordinance with the name of the members voting for and against, together with a statement that a complete copy of the ordinance is available at the Office of the Kane County Clerk, for at least one publication in a newspaper of general circulation in the county, or as otherwise permitted and required by Utah State Law.

End of Ordinance.

ADOPTED this 22nd day of July, 2025.

ATTEST:

CHAMEILL LAMB
Kane County Clerk

Celeste Meyeres, Chair
Board of Commissioners
Kane County

Commissioner Brown voted
Commissioner Meyeres voted
Commissioner Kubeja voted

ITEM # 8

**Discuss/Vote on Contract for Services for East
Zion Trails Cultural Survey Work, Funded by
Governor's Office of Economic Opportunity,
through GOEO's Rural County Development
Fund**

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of 07/10/2025, by and between Kane County of 76 N Main, Kanab, Utah 84741, and Montgomery Archaeological Consultants, Inc. (“MOAC”) of 310 East 100 South, Moab, Utah 84532.

1. DESCRIPTION OF SERVICES. Beginning on 07/10/2025, MOAC will provide to Kane County the following services (collectively, the “Services”)

Class III cultural resource survey, to Bureau of Land Management (BLM) specifications, proposed trail system trails totaling 1335.7 on BLM and private land contained within Township 41 South, Range 9 West, Sections 14, 15, 21, 23, 23, 24, 26, 27, and 28.

2. PAYMENT. Payment shall be made to Montgomery Archaeological Consultants, Inc., Moab, Utah 84532, in the amount of \$73,670.00 upon completion of the services described in this Contract.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 1.5 percent per year, or the maximum percentage allowed under applicable Utah laws, whichever is less.

Kane County shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Kane County fails to pay for the Services when due, MOAC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

If more than fifty-three (53) archaeological sites are identified, each site over 53 will be billed at \$1000.00 per site to cover fieldwork and administrative costs, but only upon first receiving approval from Kane County

3. TERM. This Contract will terminate automatically upon completion by MOAC of the Services required by this Contract.

4. CONFIDENTIALITY. MOAC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of MOAC, or divulge, disclose, or communicate in any manner, any information that is proprietary to Kane County. MOAC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Kane County of these confidentiality obligations which allows MOAC to disclose Kane County confidential information to a third party will be limited to a single occurrence tied to a specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, MOAC will return to Kane County all records, notes, documentation and other items that were used, created, or controlled by MOAC during the term of this Contract.

5. INDEMNIFICATION. MOAC agrees to indemnify and hold Kane County harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Kane County that result from the acts or omissions of MOAC and/or MOAC's employees, agents, or representatives.

6. WARRANTY. MOAC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in MOAC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to MOAC on similar projects.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application for sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waiving in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract of any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under

the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Utah.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

18. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written. Commissioner Celeste Meyeres for Kane County, and Jody J. Patterson for Montgomery Archaeological Consultants, Inc., effective as of the date first above written.

Service Recipient:
Kane County

By: _____
Commission Chair Celeste Meyeres

Service Provider:
Montgomery Archaeological Consultants, Inc.

By: _____
Jody J. Patterson

ITEM # 9

Kane County Resolution No. R 2025-24 a Resolution
Annexing the Towns of Big Water and Alton into the Kane
County Human Resource Special Service District

KANE COUNTY RESOLUTION NO. R 2025 – 24

A RESOLUTION ANNEXING THE TOWNS OF BIG WATER AND ALTON INTO THE KANE COUNTY HUMAN RESOURCES SPECIAL SERVICE DISTRICT

WHEREAS, the Kane County Board of Commissioners previously adopted Resolution R 2025-10 giving notice of intent to annex the towns of Big Water and Alton into the Kane County Human Resources Special Service District ("District");

WHEREAS, said notice of intent was duly published and posted in accordance with Utah Code § 17D-1-205 and other applicable statutes, and proper notice was given to the public of the proposed annexation;

WHEREAS, public hearings were held on the proposed annexation as required by Utah Code § 17D-1-207, and all interested parties were given the opportunity to be heard;

WHEREAS, no protests were filed, or all protests have been resolved in accordance with Utah Code § 17D-1-206;

WHEREAS, it is in the best interest of Kane County and the residents of Big Water and Alton to proceed with the annexation of these towns into the District to ensure equal access to and participation in human resources-related services provided by the District;

NOW THEREFORE BE IT RESOLVED BY THE KANE COUNTY BOARD OF COMMISSIONERS, IN AND FOR KANE COUNTY, STATE OF UTAH, AS FOLLOWS:

1. The Kane County Board of Commissioners hereby ratifies the actions taken under Resolution R 2025-10, including the publication and notice of intent to annex.

2. The annexation of the incorporated areas of the towns of Big Water and Alton into the Kane County Human Resources Special Service District is hereby approved.

3. The new legal description of the District shall now be:

All of Kane County Utah

4. The Kane County Clerk is authorized and directed to update all records, maps, and related documentation to reflect this annexation and provide notice of the same to the Lieutenant Governor's Office and other relevant state entities as required by law.

5. This resolution shall take effect immediately upon adoption.

ADOPTED this ____ day of _____, 2025.

Celeste Meyeres, Chair

Kane County Board of Commissioners

ATTEST:

Chameill Lamb, Kane County Clerk

Commissioner Kubeja voted: _____

Commissioner Meyeres voted: _____

Commissioner Brown voted: _____

ITEM # 10

**Discuss/Vote on Resolution No. R 2025-25 a Resolution
Supporting the Rebuilding of the Historic North Rim
Lodge Following the Destruction Caused by the Dragon
Bravo Fire**

KANE COUNTY COMMISSION RESOLUTION NO. 2025-25

A RESOLUTION SUPPORTING THE REBUILDING OF THE HISTORIC NORTH RIM LODGE FOLLOWING THE DESTRUCTION CAUSED BY THE DRAGON BRAVO FIRE

WHEREAS, the North Rim Lodge, located within Grand Canyon National Park, is a historic and iconic structure that has served generations of visitors, providing hospitality, recreation, and access to one of the most treasured natural wonders of the United States;

WHEREAS, the North Rim has long been an important economic, cultural, and recreational asset for Kane County and the surrounding region, supporting tourism, jobs, and regional identity;

WHEREAS, the Dragon Bravo Fire, tragically destroyed the North Rim Lodge and surrounding infrastructure, causing significant loss to the park, the public, and neighboring communities, including residents and businesses in Kane County;

WHEREAS, the Kane County Commission recognizes the vital importance of rebuilding the North Rim Lodge not only to restore public access and visitor amenities but also to preserve the historical significance and promote long-term economic recovery for the area;

WHEREAS, the Commission supports a timely, collaborative, and resilient reconstruction effort that honors the original architecture and history of the lodge while incorporating modern standards for sustainability, and accessibility;

WHEREAS, the Kane County Commission strongly encourages that the future design, operations, and infrastructure of the rebuilt North Rim Lodge support year-round visitor access and services, in order to promote sustained tourism, job creation, and economic opportunity throughout all seasons;

WHEREAS, Kane County is committed to collaborate with the National Park Service, the State of Utah, Arizona officials, regional stakeholders, and federal partners to ensure resources and support are provided for the successful reconstruction and reopening of the North Rim Lodge;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF KANE COUNTY, UTAH:

That the Kane County Commission formally expresses its strong support for the full and timely rebuilding of the North Rim Lodge and associated visitor infrastructure following its loss in the Dragon Bravo Fire.

That the future North Rim Lodge be constructed and operated in a manner that supports year-round visitor services, to enhance regional tourism and community benefit.

That the Commission encourages all relevant federal and state agencies to prioritize the planning, funding, and permitting processes necessary to enable this critical reconstruction effort.

That Kane County offers its full cooperation to assist in planning, recovery, and communications efforts that advance the return of public access on the North Rim of the Grand Canyon.

PASSED AND ADOPTED by the Kane County Commission this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

KANE COUNTY, UTAH

Chair

Commissioner

Commissioner

ATTEST:

Kane County Clerk

ITEM # 11

**Discussion/Decision about Letter of Support/RFP
Submission (New Utah Code) for Entities Providing 911
Services in Kane County**

ITEM # 12

**Discuss/Vote on Whether to Propose a
Declaration of Disaster to Provide Economic
Relief for Kane County Businesses Impacted
Financially by the White Sage Fires and the
North Rim Fire Destruction of Grand Canyon
Park Infrastructure**

ITEM # 13

Financial Update

ITEM # 14

Review of Legislative Issues

ITEM # 15

Commissioner Report on Assignments