

DAGGETT COUNTY COMMISSION AND RDA MEETING AGENDA
Tuesday, January 27, 2026 AT 9:00 A.M.
Daggett County Courthouse (95 North 1st West; Manila, UT 84046)
Public Access Is Available Through Electronic Means At
meet.google.com/ewi-tjqt-axq

9:00 A.M. STANDING BUSINESS FOR DAGGETT COUNTY COMMISSION & RDA

- A. Welcome And Introduction Of Those Attending Electronically By Name
- B. Invocation And Pledge of Allegiance
- C. Motion To Go In And Out of Redevelopment Agency Meeting
- D. Review of Minutes
- E. Issues Updates – Discussion Only
 - a. Redevelopment Agency (RDA)
 - b. Municipal Building Authority
 - c. Affordable/Workforce Housing
 - d. EMS/EMT Sheriff's Office Updates
 - e. Airports
 - f. Clinic Updates
 - g. Roads
 - h. Code Enforcement Issues
 - i. Legislation
 - j. Tourism
 - k. Citizen Comments - 5 minutes
- F. Cash Summary Report & Accounts Receivable Report
- G. Open Invoice Register & Reimbursement Register
- H. Disbursement Summary
- I. Correspondence
- J. Commission Calendar Review

DAGGETT COUNTY COMMISSION POLICY AND LEGISLATION

- 1. 9:30 AM Recess For MBA Meeting
- 2. Discussion And Consideration Of CIB 2026-2027 One Year Application List For Daggett County
- 3. Discussion And Consideration Of Purchase Order & Contract For Cow Country Rodeo
- 4. Discussion And Consideration Of Purchase Order & Contract (State Contract) With YESCO For Billboard Advertising
- 5. 11:00 AM Closed Session With Craig Smith
- 6. Discussion And Consideration Of Surplus Of 2018 Dodge Ram 3500 SLT From Road Department
- 7. Discussion And Consideration Of Bancorp Lease Agreements For The Sheriff Office Vehicles
- 8. Discussion And Consideration Of Assistant Civil Attorney Contract
- 9. Discussion And Consideration Of Purchase Request To Adorama Inc. For Search And Rescue In The Amount Of \$7,368.05
- 10. Discussion And Consideration Of Grama Management Software
- 11. Ratification Of USDA Assurances - Construction Programs OMB Approval #4040-0009
- 12. Discussion And Consideration Of 2025 Fraud Risk Assessment

Closed Session For Discussion Of Items Permitted By §52-4-205 Of State Code**

REDEVELOPMENT AGENCY (RDA) POLICY & LEGISLATION

- a) Closed Session For Discussion Of Items Permitted By § 52-4-205 of State Code**

COMMITTEE/MAINTENANCE REPORTS

- 1) Mechelle Miller – Dept. Of Public Safety – Emergency Management
- 2) Justice Court Updates.
- 3) Board And Committee Updates
- 4) U.S. Forest Service Updates

Notes: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Larinda Isaacson at 95 North 1st West, Manila, Utah 84046, Telephone: 435-784-3154.

**Pursuant To § 52-4-205 of State Code Closed Session Is For The Purpose Of Discussing The Character, Professional Competence, Or Physical Or Mental Health Of An Individual; Collective Bargaining; Litigation, Purchase, Exchange, Or Lease Of Real Property.

Draft Minutes of the Meeting of the Daggett County Commission and the Daggett County Redevelopment Agency held on **Tuesday, January 13, 2026** in the Commission Chambers in the Daggett County Courthouse at 95 North 1st West in Manila, Utah and through electronic means. Commissioners Matt Tippets, Randy Asay and Jack Lytle attended in person. Clerk Larinda Isaacson attended in person. Attorney Kent Snider and Auditor Keri Pallesen attended the meeting virtually. The meeting was called to order at 9:04 am by Commissioner Tippets. The invocation was given by Commissioner Matt Tippets who then led those in attendance in the Pledge of Allegiance.

Present In Person: Peggy White, Bryan Gibson, Leonard Isaacson, Jordynn Hewitt

Present Online or by Phone: No one present at the time.

Motion to Go In and Out of Redevelopment Agency (RDA): Commissioner Asay moved to go in and out of the Redevelopment Agency (RDA) Meeting Agenda. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioners Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Approve Minutes: Minutes from the January 6, 2026 Commission and RDA Meeting were provided by the Clerk's Office for review by the Commissioners. Commissioner Lytle motioned to accept the minutes from January 6, 2026 Commission and RDA Meeting. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Issue Updates

RDA and MBA: Projects are all moving forward with no new information available.

Affordable Workforce Housing: Commissioner Tippets asked when the windows and doors for the self-help housing would be delivered. He stated that he would look into the matter, as he wants to assist with this effort.

EMS/EMT Sheriff's Office Updates, Airports, Code Enforcement: The Sheriff's Department is in the process of acquiring new vehicles. The EM trailer is approximately two-thirds complete for hazardous materials response. Overall progress is being made. Additionally, EMS is exploring opportunities for joint training.

Airports: We received an email from Bret Reynolds in regards to placing the two airports projects on the agenda for next week.

Clinic: Things are moving forward.

Roads: There is a meeting tomorrow for the bike trail to work through the issues with the wetlands.

Tourism: Time was allotted to Jordynn Hewitt. The Burbot Bash has been cancelled due to weather conditions, as it was determined to be unsafe. There is currently no safe ice on the Gorge.

Citizen Comment: There were no citizen comments.

Legislation: County Day on the Hill is coming up next week.

Recess for the MBA Meeting at 9:27 am. Back From recess at 9:50 am.

Cash Summary and Accounts Receivable Reports: The Cash Summary and Accounts Receivable Reports were provided by the Treasurer's Office and reviewed by the Commissioners. Commissioner Asay motioned to acknowledge receipt of the Cash Summary and Accounts Receivable Report for the County and RDA dated January 9, 2026. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Open Invoice Register: The Open Invoice Register was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to approve the Open Invoice Register dated January 8, 2026 in the amount of \$169,564.91 for the County. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

RDA Open Invoice Register: The Open Invoice RDA Register was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to approve the Open Invoice Register dated January 8, 2026 in the amount of \$1,710.00 for the RDA. Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

County Disbursement Summary: The Disbursement Summary was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Asay motioned to approve the Disbursement Listing as being reviewed from January 5, 2026 to January 8, 2026 for Daggett County Zion's Checking in the amount of \$120,692.67 with no void amount. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

Yes	No	Abstained	Absent

Commissioner Tippets:	X
Commissioner Lytle:	X
Commissioner Asay:	X

The motion carried.

RDA Disbursement Summary: The RDA Disbursement Summary was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to approve the Disbursement Listing as being reviewed from January 5, 2026 to January 8, 2026 for Daggett County Zion's Checking in the amount of \$ 56,000.00 with no void amount. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Reimbursement Register: The Reimbursement Register was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to approve the Reimbursement Register dated December 21, 2025 to January 3, 2026 in the amount of \$74.90. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Brief Recess was taken at 9:56 am. Back from Recess at 10:11 am.

Purchase Request: There were none at this time.

Calendar /Correspondence: There was no outside correspondence to discuss. The Weed Board meeting is scheduled for tomorrow at noon. Commissioner Tippets indicated he will attempt to attend two meetings simultaneously. Commissioner Lytle will attend County Day on the Hill on January 21, 2026 and Commissioner Tippets stated he will try to attend as well.

Commissioner Tippets noted that Sean Hughes still needs to be replaced on the Road Board. Discussion followed, noting that Martin Rose and Chad Reed also serve on that board.

POLICY AND LEGISLATION

Discussion And Consideration Of Resolution 26-02: A Resolution Declaring a Drought

In Daggett County: Commissioner Lytle motioned to adopt Resolution 26-02: A resolution declaring a drought in Daggett County. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion And Consideration of Leadership Lunch Schedule & Responsibilities: Time was allotted to Peggy White. It was noted that attendance at the meeting has been inconsistent. Commissioner Lytle suggested that Tuesdays may be a suitable meeting day. Peggy White indicated she could prepare and distribute a survey to determine what schedule would work best for the other entities. Further discussion followed.

Discussion And Consideration Of Purchase Request To Amazon In The Amount of \$5,835.60: Commissioner Lytle motioned to approve the Purchase Request To Amazon In The Amount Of \$5,835.60. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion And Consideration Of 2026 Commission Chairman Position: Commissioner Lytle motioned to nominate Matt Tippets to be the Chairman for 2026. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion for Commissioner Matt Tippets to be Chairman for the County Commission and RDA for the 2026 calendar year:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion And Consideration of 2026 Commission Assignments: Assignments for each Commissioner were discussed. Commissioner Jack Lytle will be taking on the UAC Board, and Public Lands Policy Coordinating Office (PLPCO), and Coalition Local Governments (CLG). Seven Counties Infrastructure's name will be changing. Commissioner Lytle will stay on the Seven Counties Infrastructure Board. Commissioner Lytle motioned to accept the new Commission Assignments for 2026 with the changes. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Commissioner Lytle motioned to go into closed session for the purpose of Purchase, Exchange, or Lease of Real Property and pursuant to 52-4-204 review ethics complaint or conflict. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Went into Closed session at 11:01 am.

Commissioner Asay motioned to go back into open session. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Open Session returned at 12:15 pm.

With nothing further to discuss. The meeting was adjourned by acclamation by Commissioner Matt Tippets at 12:15 pm.

Draft Minutes of the Meeting of the Daggett County Commission and the Daggett County Redevelopment Agency held on **Tuesday, January 20, 2026** in the Commission Chambers in the Daggett County Courthouse at 95 North 1st West in Manila, Utah and through electronic means. Commissioners Matt Tippets, Randy Asay and Jack Lytle attended in person. Attorney Kent Snider, Auditor Keri Pallesen and Clerk Larinda Isaacson attended in person. The meeting was called to order at 9:02 am by Commissioner Tippets. The invocation was given by Larinda Isaacson. Commissioner Matt Tippets then led those in attendance in the Pledge of Allegiance.

Present In Person: Peggy White, Jordynn Hewitt, Bret Reynolds

Present Online or by Phone: No one present at the time.

Motion to Go In and Out of Redevelopment Agency (RDA): Commissioner Asay moved to go in and out of the Redevelopment Agency (RDA) Meeting Agenda. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioners Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Approve Minutes: Minutes from the January 13, 2026 Commission and RDA Meeting were provided by the Clerk's Office for review by the Commissioners. Minutes will be tabled until next week as the wrong set was printed out.

Issue Updates

RDA and MBA: Commissioner Lytle stated that Jesse Lasley has put a fence on his property and it looks nice.

The water treatment plant is 99.9 % finished. They are converting the old facility into a storage facility. The compressors are in. The electricians are reworking some things. They are installing the stainless steel parts for the water treatment. It should be finished in the middle of February.

Affordable Workforce Housing: They are working on the roofs of the 3 homes. Commissioner Tippets stated he wanted to help and would try on Friday.

EMS/EMT, Sheriff's Office Updates, Airports, Code Enforcement: The Fire and EMS are working on their CIB one year list.

Airports: Manila and Dutch John Airports are on the agenda for today's meeting.

Clinic: The clinic is still waiting on some windows and other supplies to be delivered.

Roads: Bret Reynolds stated in order for the bike path project to move forward, we need to find someone that will be willing to sell or donate 5 acres of wet land or land that can be converted into a wetland. There was some discussion. There will be a meeting set to work through this new hurdle.

Recess for the MBA Meeting at 9:25 am. Back From recess at 9:33 am.

Code enforcement: We are having an issue in Green Acres and will start work on it. The issues in Captains Cove are being worked out.

Tourism: Time was allotted to Jordynn Hewitt. Things are moving along.

Citizen Comment: There were no citizen comments.

Legislation: County Day on the Hill is coming up next week.

Cash Summary and Accounts Receivable Reports: The Cash Summary and Accounts Receivable Reports were provided by the Treasurer's Office and reviewed by the Commissioners. Commissioner Asay motioned to acknowledge receipt of the Cash Summary and Accounts Receivable Report for the County and RDA dated January 16, 2026. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Open Invoice Register: The Open Invoice Register was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Asay motioned to approve the Open Invoice Register dated January 13, 2026 in the amount of \$96,730.68 for the County. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

County Disbursement Summary: The Disbursement Summary was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to approve the Disbursement Listing as being reviewed from January 8, 2026 to January 13, 2026 for Daggett County Zion's Checking in the amount of \$250,232.45 with no void amount. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

RDA Disbursement Summary: The RDA Disbursement Summary was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to approve the Disbursement Listing as being reviewed from January 8, 2026 to January 13, 2026 for Daggett County Zion's Checking in the amount of \$1,710.00 with no void amount. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
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Commissioner Tippets:	X
Commissioner Lytle:	X
Commissioner Asay:	X

The motion carried.

Reimbursement Register: There was no Reimbursement Register at this time.

Recess was taken at 9:56 am. Back from Recess at 10:11 am.

Calendar /Correspondence: Commissioner Lytle received an email showing a road in Taylor Flat that borders Bret Reynolds property, the road is encroaching the Reynolds property. Commissioner Lytle after receiving this email has reached out to Mr. Rainbolt with the Utah Division of Wildlife Resources to see what can be done to correct the issue. He is waiting to receive correspondence back from him. Bret Reynold's thought was to bring this to the Commission's attention and work together to remedy the situation.

The Daggett County Health Clinic bi-weekly construction meeting will be on February 26 at 10:00am.

Bret Reynolds brought a form forward regarding USDA Funding for reimbursing the Bike Trail Funding. A copy was provided to each of the Commissioners and the County Attorney. More discussion is needed in regards to the wetlands. There was some discussion. Commissioner Lytle motioned to sign the Assurances - Construction Programs OMB Approval No. 4040-0009 which was provided by the USDA. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

This will be ratified on next week's agenda.

POLICY AND LEGISLATION

Closed Session scheduled at 10:00 am with Craig Smith.

Commissioner Lytle motioned to go into closed session for the purpose of lease, purchase or exchange of real property. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Went into Closed session at 10:06 am.

Commissioner Asay motioned to go back into open session. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Open Session returned at 10:39 am.

Discussion And Consideration Of Forest Service Application & Permit for “Freeze the

Gorge Event: Time was given to Jordynn Hewitt. Commissioner Lytle had a question in regards to insurance. There was some discussion. Cedar Springs was very appreciative to be included in this. Commissioner Lytle asked if Dutch John had been approached and Peggy stated that they have not responded to any phone calls or emails. Commissioner Asay motioned to approve the application and permit for the “Freeze the Gorge” event to be held on March 14, 2026 at the Cedar Springs Marina boat ramp. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion And Consideration Of Purchase Order & Contract For Tris Munsick & The

Innocents Concert and Event: Time was allotted to Jordynn Hewitt. Tris Munsick is being invited back for a concert performance July 10, 2026. This would be concurrent with the Cow Country Rodeo Friday night. Attorney Kent Snider reviewed the contract and stated that a section would have to be struck from the contract providing 3rd party liability. There was some discussion regarding how the contract read from last year. Commissioner Lytle motioned to approve conditionally the Purchase Order and Contract with the changes needed. Commissioner Asay seconded the motion.

The commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion And Consideration Of Daggett County Participating In The DarkSkies

Designation: Time was given to Jordynn Hewwit. There was some concern on how the rules and regulations will affect the area. There was some discussion. Commissioner Lytle was very concerned with the regulations and rules. It adds a whole other layer to Planning and Zoning. Commissioner Lytle stated he was very uncomfortable to apply this kind of zoning to the whole County. Mayor Kathi Knight wanted to know what the county's stand was regarding this as it has been addressed in the town of Manila as well. Commissioner Tippets stated that he is open to getting more information in order to make a more educated decision.

Discussion And Consideration Of Daggett County & Dutch John Rural Economic

Blueprint: Time was allotted to Peggy White. After a short briefing, Peggy requested this be tabled till February 3rd Commission Meeting.

Discussion And Consideration Of MOA Between Daggett County & Robert K. Weidner

With Rural Public Lands County Council (RPLCC): Commissioner Jack Lytle stated that he has spoken to other counties in regards to this. We have not paid the full \$4,000.00. In 2025 he was not paid at all. It was Commissioner Jack Lytle's recommendation to forgo this MOA at this time. There was some discussion. It was decided to table this for two weeks.

Discussion And Consideration Of Manila and Dutch John Airport Preservation

Projects: Time was allotted to Bret Reynolds. Bret stated that he has been working with the State. The Airport for Dutch John is \$250,000.00 the County would be responsible for a 10% match. This would chip seal the runway and do some improvements. The Manila Airport is \$200,000.00 with the same match requirement. There was some discussion and the budget was reviewed. Commissioner Lytle motioned to approve both the Manila and Dutch John Preservation Projects. Commissioner Asay Seconded the motion. The Commissioners voted as follow on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion of Consideration of Dutch John Weather Station: Bret Reynolds explained the need. It was decided that the County would forgo the weather station for Dutch John temporarily.

Discussion And Consideration of Ordinance 26-01: An Ordinance Setting The Daggett County Commission Meeting Schedule For 2026: Commissioner Lytle motioned to adopt Ordinance 26-01: An ordinance setting the Daggett County Commission meeting schedule for 2026. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion And Consideration of Ordinance 26-01RDA: An Ordinance Setting The Daggett County Redevelopment Agency Meeting Schedule For 2026: Commissioner Lytle motioned to adopt Ordinance 26-01RDA: An ordinance setting the Daggett County Redevelopment Agency meeting schedule for 2026. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippets:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

With nothing further to discuss. The meeting was adjourned by acclamation by Commissioner Matt Tippets at 12:22 pm.

County of Daggett
Cash Summary
All Bank Accounts as of 01/23/2026

Bank Account	Account No.	Account Name	Amount
Zions Checking	10.1122	Zions Checking - General	\$54,549.61
Zions Checking	11.1122	Cash - checking - Zions Fd 11	\$1,323,254.44
Zions Checking	12.1122	Cash - checking - Zions Fd 12	\$175,232.19
Zions Checking	13.1122	Cash - checking - Zions Fd 13	\$345,109.95
Zions Checking	15.1122	Zions Checking - General	\$6,302.46
Zions Checking	17.1122	Cash - Checking - Zions Fd 17	\$11,645.62
Zions Checking	18.1122	Cash - Checking - Zions Fd 18	\$30,849.22
Zions Checking	19.1122	Zions Checking - General	\$267,073.10
Zions Checking	20.1122	Cash-Checks-Zions fd 20	\$3,667.26
Zions Checking	22.1122	Cash - checking Zions Fd 22	\$523,191.75
Zions Checking	23.1122	Cash - checking - Zions Fd 23	\$666,928.33
Zions Checking	24.1122	Cash - checking - Zions Fd 24	\$4,549.50
Zions Checking	25.1122	Cash - checking - Zions Fd 25	\$645,284.39
Zions Checking	27.1122	Cash - checking - Zions Fd 27	\$3,745.51
Zions Checking	28.1122	Cash - checking - Zions Fd 28	\$560,918.11
Zions Checking	30.1122	Cash - Checking - Zions Fd 30	\$12,490.26
Zions Checking	32.1122	Cash - checking Zions FD 32	\$6,626.84
Zions Checking	33.1122	Cash - checking - Zions Fd	(\$31,870.51)
Zions Checking	34.1122	Cash-Checking-Zions Fd 34	\$872,968.62
Zions Checking	35.1122	Zions Checking	(\$28,008.22)
Zions Checking	37.1122	Zions Checking - Combined	\$24,787.35
Zions Checking	40.1122	Cash - checking - Zions Fd 40	\$264,034.96
Zions Checking	45.1122	Cash - Checking - Zions Fd 45	(\$1,131,087.10)
Zions Checking	47.1122	Zions Checking - General	\$19,791.16
Zions Checking	49.1122	Checking - Zions Fd 49	\$58,472.72
Zions Checking	50.1122	Cash-Checking-Zions Fd 50	\$72,595.04
Zions Checking	72.1122	Cash - checking - Zions Fd 72	\$6,500.01
Zions Checking	74.1122	Cash - checking - Zions Fd 74	\$39,773.11
Zions Checking	75.1122	Cash - checking - Zions Fd 75	\$41,328.67
Zions Checking	76.1122	Cash - checking - Zions Fd 76	\$32,284.71
Zions Checking	77.1122	Cash - checking - Zions Fd 77	\$4,312.97
Zions Checking	78.1122	Cash - checking - Zions Fd 78	\$10,643.39
Zions Checking	80.1122	Cash - checking - Zions Fd 80	\$25,729.13
Zions Checking	81.1122	Zions Checking - General	\$8,435.53
			\$4,932,110.08
PTIF 2259 General Accounts	10.1151	PTIF 2259 General	\$30,620.47
PTIF 2259 General Accounts	11.1151	PTIF 2259 General	\$255,562.97
PTIF 2259 General Accounts	12.1151	PTIF 2259 General	\$47,991.00
PTIF 2259 General Accounts	13.1151	PTIF 2259	\$103,949.81
PTIF 2259 General Accounts	33.1123	PTIF 2259 General	\$154,955.34
PTIF 2259 General Accounts	50.1151	PTIF 2259 General	\$170.00
			\$593,249.59
PTIF 2552 General Fund	10.1161	PTIF 2552 General Fund	\$5,840.05
PTIF 2552 General Fund	28.1161	PTIF 2552 Home Sales	\$21,066.06
			\$26,906.11
PTIF 2772 Farm & Ranch Protection	10.1162	PTIF 2772 General Fund	\$20,659.38
PTIF 2772 Farm & Ranch Protection	47.1162	PTIF 2772 General Fund	\$18.21
			\$20,677.59
PTIF 2834 General Fund	10.1153	PTIF 2834 General Fund	\$193.06
PTIF 3465 General Fund	10.1163	PTIF 3465 General Fund	\$23,631.46
PTIF 3932 General Fund	10.1154	PTIF 3932 General Fund	\$12,422.41
PTIF 5583 Daggett County RDA Fund	25.1151	PTIF 5583 Daggett County RDA	\$1,397,328.69
PTIF 5610 Daggett County Redevelopment #1	25.1158	PTIF 5610 Daggett County RDA	\$864,134.38
PTIF 8676 Water Revenue Bond	28.1168	PTIF 8676 Water Revenue Bond	\$59,775.60
PTIF 8699 WT Bond Reserve Account	28.1169	PTIF 8699 WT Bond Reserve Account	\$18,845.31
PTIF 8700 WT 2015 Replacement Account	28.1170	PTIF 8700 WT 2015 Replacement Account	\$86,766.93
Zions Tax Collection 026134668	81.1130	Zions Checking - Tax Collection	\$180,228.06
PTIF 3200 Motor Vehicle	81.1131	PTIF 3200 Motor Vehicle	(\$3,539.85)
UNDEPOSITED PAYMENTS	10.1175	Cash clearing	\$3,106.07
UNDEPOSITED PAYMENTS	11.1175	Cash clearing	\$2,688.58
UNDEPOSITED PAYMENTS	12.1175	Cash clearing	\$0.02

County of Daggett
Cash Summary
All Bank Accounts as of 01/23/2026

Bank Account	Account No.	Account Name	Amount
UNDEPOSITED PAYMENTS	25.1175	Cash Clearing	\$856.33
UNDEPOSITED PAYMENTS	28.1175	Cash clearing	\$20,065.17
UNDEPOSITED PAYMENTS	32.1175	Cash clearing	\$2,780.00
UNDEPOSITED PAYMENTS	33.1175	Cash clearing	(\$103.61)
UNDEPOSITED PAYMENTS	35.1175	Cash Clearing	\$1,726.07
UNDEPOSITED PAYMENTS	40.1175	Cash Clearing	\$0.01
UNDEPOSITED PAYMENTS	72.1175	Cash clearing	\$7,567.37
UNDEPOSITED PAYMENTS	74.1175	Cash clearing	\$1,299.95
UNDEPOSITED PAYMENTS	76.1175	Cash clearing	\$80.00
UNDEPOSITED PAYMENTS	81.1175	Cash clearing	\$10,846.51
			\$50,912.47
General Ledger Cash Total:			\$8,263,641.89

**County of Daggett
Cash Summary
All Bank Accounts as of 01/23/2026**

Description	Amount
Zions Checking	\$4,932,110.08
PTIF 2259 General Accounts	\$593,249.59
PTIF 2552 General Fund	\$26,906.11
PTIF 2772 Farm & Ranch Protection	\$20,677.59
PTIF 2834 General Fund	\$193.06
PTIF 3465 General Fund	\$23,631.46
PTIF 3932 General Fund	\$12,422.41
PTIF 5583 Daggett County RDA Fund	\$1,397,328.69
PTIF 5610 Daggett County Redevelopment #1	\$864,134.38
PTIF 8676 Water Revenue Bond	\$59,775.60
PTIF 8699 WT Bond Reserve Account	\$18,845.31
PTIF 8700 WT 2015 Replacement Account	\$86,766.93
Zions Tax Collection 026134668	\$180,228.06
PTIF 3200 Motor Vehicle	(\$3,539.85)
UNDEPOSITED PAYMENTS	\$50,912.47
General Ledger Cash Total:	<u>\$8,263,641.89</u>

Accounts Receivable Report for Commission

Who:	Fund:	What:	⌚ How Much:	Received:	Notes:
UDOT	50	Advertising Invoice for SR-43 Trail	\$1,320.00		Submitted 08/06/2025
State of Utah	30	SHSP Grant	\$4,275.97		Submitted 01/08/2026

County of Daggett
Reimbursement Register
Payroll Period: 01/04/2026 to 01/17/2026

Employee No.	Employee	Payroll Date	Amount	Reimbursement	Ledger Account/Project	Activity
1068	White, Nicole	01/17/2026	18.54	Meal	104142.230 - Clerk travel & training	
1068	White, Nicole	01/17/2026	119.75	Lodging	104142.230 - Clerk travel & training	
1068	White, Nicole	01/17/2026	187.45	Mileage	104142.230 - Clerk travel & training	
T32	Tate, Matthew R.	01/17/2026	190.68	Inspections Mileage	104180.232 - P&Z building inspector mileage	
			\$516.42			

Daggett County

Open Invoice Register - 1/23/2026

Invoice No.	Vendor	General					
		Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
1.1.2026	Ajoules, Inc.	1/1/26	1/1/26	\$ 2,705.00			
				\$ 120.00	334144.61	A & C - Rec/Trs misc supplies	eMail Delivery Service (yearly)
				\$ 85.00	334144.61	A & C - Rec/Trs misc supplies	anyDesk remote Access (yearly)
				\$ 2,500.00	334148.611	A & C - IT/GIS software & software maint	Service & Maint January 2026
14WT-F6J6-VMXF	Amazon Capital Services	1/9/26	1/9/26	\$ 282.71			
				\$ 282.71	104148.614	IT/GIS \$1-\$999 inventory	Intel Solid State Drive
1LPQ-4FTQ-Y4GR	Amazon Capital Services	1/14/26	1/14/26	\$ 89.96			
				\$ 89.96	104142.24	Clerk office supplies	File Cabinet, Scissors, Self Adhesive fasteners
Vendor Total:				\$ 372.67			
12.31.2025	Bridger Valley Electric	12/31/25	12/31/25	\$ 5,195.05			
				\$ 2,322.40	104162.27	BldgGrnds utilities	Electric-Crthse
				\$ 52.00	104162.621	BldgGrnds cemetery expenses	Electric-Cemetery
				\$ 53.46	104210.27	Sheriff Utilities	Electric-Grnhse lights
				\$ 1,181.00	104210.27	Sheriff Utilities	Electric-Jail
				\$ 52.00	104210.27	Sheriff Utilities	Electric-Bennion
				\$ 113.53	104560.27	TV utilities	Electric-Manila Airport
				\$ 52.00	104560.27	TV utilities	Electric-DJMTTV
				\$ 174.11	284420.27	DJ Water Utilities	Electric-Airport Rd DJ
				\$ 778.25	284420.27	DJ Water Utilities	Electric-Water Plant
				\$ 303.39	284420.27	DJ Water Utilities	Electric-Water Waste Plant
				\$ 55.65	754510.27	Park utilities	Electric-Rodeo
				\$ 57.26	754510.27	Park utilities	Electric-park
12.31.2025Roads	Bridger Valley Electric	12/31/25	12/31/25	\$ 112.27			
				\$ 112.27	114415.27	BRoads Utilities	Electric-Roads
12.31.2025Shooti ng	Bridger Valley Electric	12/31/25	12/31/25	\$ 65.07			
				\$ 65.07	354611.27	Shooting Range Utilities	Electric-Shooting Range
Vendor Total:				\$ 5,372.39			
130952857	Fleet Pride	12/16/25	12/16/25	\$ 13.78			
				\$ 13.78	114415.25	BRoads Equip supplies & expense	Filter lube Spin on

Daggett County

Open Invoice Register - 1/23/2026

Invoice No.	Vendor	General			Account No.	Account Name.	Description
		Ledger Date	Due Date	Amount			
130959027	Fleet Pride	12/16/25	12/16/25	\$ (231.07)			
				\$ (231.07)	114415.25	BRoads Equip supplies & expense	Return filters
130959382	Fleet Pride	12/16/25	12/16/25	\$ 30.76			
				\$ 30.76	114415.25	BRoads Equip supplies & expense	
131116769	Fleet Pride	12/23/25	12/23/25	\$ 104.03			
				\$ 104.03	114415.24	BRoads Office supplies	
131213117	Fleet Pride	12/30/25	12/30/25	\$ 8.89			
				\$ 8.89	114415.25	BRoads Equip supplies & expense	
131359608	Fleet Pride	1/7/26	1/7/26	\$ 152.99			
				\$ 152.99	114415.25	BRoads Equip supplies & expense	
131359829	Fleet Pride	1/7/26	1/7/26	\$ 2.11			
				\$ 2.11	114415.25	BRoads Equip supplies & expense	
131375597	Fleet Pride	1/8/26	1/8/26	\$ 148.01			
				\$ 148.01	114415.25	BRoads Equip supplies & expense	Filters-Air, Fuel/water, cab, spin on
Vendor Total:				\$ 229.50			

1-1056375	Gray's Market LLC	12/15/25	12/15/25	\$ 18.99			
				\$ 18.99	114415.25	BRoads Equip supplies & expense	Reciprocating Saw Blades
2-0987866	Gray's Market LLC	12/2/25	12/2/25	\$ 4.99			
				\$ 4.99	114415.25	BRoads Equip supplies & expense	Epoxy Resin, SuperGlue
2-0987984	Gray's Market LLC	12/3/25	12/3/25	\$ 3.99			
				\$ 3.99	104162.255	BldgsGrnds fleet vehicle maint	Reflective Duck Tape Snow Plow
2-0988129	Gray's Market LLC	12/5/25	12/5/25	\$ 33.98			
				\$ 33.98	104162.255	BldgsGrnds fleet vehicle maint	Antifreeze

Daggett County

Open Invoice Register - 1/23/2026

Invoice No.	Vendor	General			Account No.	Account Name.	Description
		Ledger Date	Due Date	Amount			
2-0989227	Gray's Market LLC	12/18/25	12/18/25	\$ 5.99			
				\$ 5.99	114415.25	BRoads Equip supplies & expense	Carb cleaner
2-0989574	Gray's Market LLC	12/22/25	12/22/25	\$ 4.29			
				\$ 4.29	104162.255	BldgsGrnds fleet vehicle maint	Grease
	Vendor Total:			\$ 72.23			
42338	Holland Equipment	1/6/26	1/6/26	\$ 998.00			
				\$ 998.00	114415.25	BRoads Equip supplies & expense	Drill Existing Blades for Plow
5632	Infobyes, Inc.	1/13/26	1/13/26	\$ 232.50			
				\$ 112.50	324550.917.02	Special Event 2 Expenditures	Training Virtual Training & support
				\$ 120.00	324550.917.02	Special Event 2 Expenditures	Government Hosting
139789	Jones & DeMille Engineering, Inc.	12/23/25	12/23/25	\$ 6,509.50			
				\$ 6,509.50	774260.31	Professional Services	Survey 11.1.2025 to 12.15.2025
144070	Napa Auto Parts	1/7/26	1/7/26	\$ 287.57			
				\$ 287.57	114415.255	BRoads Fleet Vehicle Maintenance	Bracketed Caliper, Core, Brake Pads, Caliper Bolt
S202382	Reading Truck Equipment LLC	1/6/26	1/6/26	\$ 147.01			
				\$ 147.01	114415.25	BRoads Equip supplies & expense	Blade Marker W/wire Rope 24 & 36" Pair"
S202529	Reading Truck Equipment LLC	1/13/26	1/13/26	\$ 278.18			
				\$ 278.18	114415.25	BRoads Equip supplies & expense	Hyd Fluid Gallon, 2 Port Module flee flex
W166521	Reading Truck Equipment LLC	1/13/26	1/13/26	\$ 868.19			
				\$ 480.00	114415.255	BRoads Fleet Vehicle Maintenance	Labor

Daggett County

Open Invoice Register - 1/23/2026

Invoice No.	Vendor	General				Description	
		Ledger Date	Due Date	Amount	Account No.	Account Name.	
				\$ 388.19	114415.255	BRoads Fleet Vehicle Maintenance	2 Port Module, Flee flex, Harness, Plow, Motor Relay, Shop Supplies
	Vendor Total:			\$ 1,293.38			
Refund: 18961	Steve Chubbuck	1/14/26	1/14/26	\$ 500.00			
				\$ 500.00	281311	Accounts receivable	Refund: 18961 - Steve Chubbuck
17540	TecServ Inc.	1/6/26	1/6/26	\$ 54.00			
				\$ 12.50	104148.611	IT/GIS software & software maint	Microsoft 365 Business Standard
				\$ 41.50	104148.611	IT/GIS software & software maint	Microsoft 365 Apps for Business
1.1.2026	Utah State - School and Institutional Trust Lands Administration	1/1/26	1/1/26	\$ 2,227.87			
				\$ 2,227.87	404550.740.43	Capital outlay - Shooting Range	Certificare of Sale Receivable
12.29.2025	Utah State - School and Institutional Trust Lands Administration	12/23/25	12/23/25	\$ 900.00			
				\$ 900.00	114415.622	BRoads Gravel Permit Fees	Sand & Gravel Permit #MP 740
12022025	Utah State - School and Institutional Trust Lands Administration	11/25/25	11/25/25	\$ 630.00			
				\$ 630.00	114415.622	BRoads Gravel Permit Fees	Sand & Gravel Permit #636.0 Rental
	Vendor Total:			\$ 3,757.87			
563079 01	Vernal Winnelson Co	1/5/26	1/5/26	\$ 52.29			
				\$ 52.29	114415.24	BRoads Office supplies	Thermocouple, Millivolt T-Stat
	Total			\$ 22,436.90			

GL Account Summary

\$ 89.96	104142.24	Clerk office supplies
\$ 54.00	104148.611	IT/GIS software & software maint
\$ 282.71	104148.614	IT/GIS \$1-\$999 inventory
\$ 42.26	104162.255	BldgsGrnds fleet vehicle maint

Daggett County

Open Invoice Register - 1/23/2026

General							
Invoice No.	Vendor	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
				\$ 2,322.40	104162.27	BldgGrnds utilities	
				\$ 52.00	104162.621	BldgGrnds cemetery expenses	
				\$ 1,286.46	104210.27	Sheriff Utilities	
				\$ 165.53	104560.27	TV utilities	
				\$ 156.32	114415.24	BRoads Office supplies	
				\$ 1,578.63	114415.25	BRoads Equip supplies & expense	
				\$ 1,155.76	114415.255	BRoads Fleet Vehicle Maintenance	
				\$ 112.27	114415.27	BRoads Utilities	
				\$ 1,530.00	114415.622	BRoads Gravel Permit Fees	
				\$ 500.00	281311	Accounts receivable	
				\$ 1,255.75	284420.27	DJ Water Utilities	
				\$ 232.50	324550.917.02	Special Event 2 Expenditures	
				\$ 205.00	334144.61	A & C - Rec/Trs misc supplies	
				\$ 2,500.00	334148.611	A & C - IT/GIS software & software maint	
				\$ 65.07	354611.27	Shooting Range Utilities	
				\$ 2,227.87	404550.740.43	Capital outlay - Shooting Range	
				\$ 112.91	754510.27	Park utilities	
				\$ 6,509.50	774260.31	Professional Services	
				\$ 22,436.90		Total	

Daggett County

Open Invoice Register - 1/23/2026

Invoice No.	Vendor	General			Account No.	Account Name.	Description
		Ledger Date	Due Date	Amount			

Daggett County
Disbursement Summary
Zions Checking - 01/13/2026 to 01/23/2026

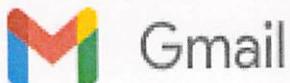
Payee Name	Reference No.	Payment Date	Payment Amount	Void Date	Void Amount	Source
Amazon Capital Services	100825.00	1/13/2026	\$ 7,552.86			Purchasing
AT&T Mobility LLC (FirstNet)	100826	1/13/2026	\$ 488.44			Purchasing
Century Equipment	100827	1/13/2026	\$ 3,006.32			Purchasing
Chavez, B Jill	100828	1/13/2026	\$ 1,250.00			Purchasing
Chemtech-Ford, LLC	100829	1/13/2026	\$ 107.00			Purchasing
CivicPlus, LLC	100830	1/13/2026	\$ 1,643.01			Purchasing
Court Admin. Office	100844	1/13/2026	\$ 1,293.94			Purchasing
Daggett County	100831	1/13/2026	\$ 244.00			Purchasing
Express Evaluations, Inc.	100832	1/13/2026	\$ 1,500.00			Purchasing
Gray's Market LLC	100833	1/13/2026	\$ 19.95			Purchasing
Hermann Global, Inc.	100834	1/13/2026	\$ 2,000.00			Purchasing
Intergrated Power Solutions LLC dba Simpli	100835	1/13/2026	\$ 199.97			Purchasing
Jenkins' Tires & Wheels, Inc.	100836	1/13/2026	\$ 1,006.00			Purchasing
Les Olson Company	100837	1/13/2026	\$ 458.30			Purchasing
Main Street Auto Parts	100838	1/13/2026	\$ 156.89			Purchasing
Mountain West Propane Inc.	100839	1/13/2026	\$ 1,840.88			Purchasing
Outside Interactive, Inc.	100840	1/13/2026	\$ 4,495.00			Purchasing
Stotz Equipment	100841	1/13/2026	\$ 412.71			Purchasing
Strata Networks	100842	1/13/2026	\$ 234.98			Purchasing
Union Telephone Company	100843	1/13/2026	\$ 2,042.19			Purchasing
Utah Counties Indemnity Pool (UCIP)	Wire 1/13/26	1/13/2026	\$ 109,801.00			Purchasing
Zions Bankcard Center	ACH 1/13/26	1/13/2026	\$ 31,105.41			Purchasing
Amazon Capital Services	100845	1/20/2026	\$ 1,561.93			Purchasing
Centurylink	100846	1/20/2026	\$ 17.10			Purchasing
Collett's Mountain Resorts, Inc.	100847	1/20/2026	\$ 1,000.00			Purchasing
DDI, Inc.	100848	1/20/2026	\$ 455.00			Purchasing
FP Finance Program	ACH	1/20/2026	\$ 85.00			Purchasing
GCS Billings	100849	1/20/2026	\$ 3.25			Purchasing
HealthEquity	ACH	1/20/2026	\$ 39.90			Purchasing
High Country Embroidery, LLC	100850	1/20/2026	\$ 500.00			Purchasing
Interwest Supply Company, Inc.	100851	1/20/2026	\$ 2,480.00			Purchasing
Know Ink, LLC	100852	1/20/2026	\$ 9,905.00			Purchasing
Page, Silvia	100853	1/20/2026	\$ 114.00			Purchasing
Reed Machine & Fabrication, LLC	100854	1/20/2026	\$ 805.00			Purchasing
Salt Lake Valley Chrysler Dodge Jeep Ram	100855	1/20/2026	\$ 14,752.59			Purchasing
Seven County Infrastructure Coalition	100856	1/20/2026	\$ 750.00			Purchasing
Town of Dutch John	100857	1/20/2026	\$ 60.00			Purchasing
Town Of Manila	100858	1/20/2026	\$ 1,650.00			Purchasing
Uintah County	100859	1/20/2026	\$ 317.29			Purchasing
Utah Association Of Counties UAC	100860	1/20/2026	\$ 21,884.67			Purchasing
Utah Association Of Counties UAC	100863	1/20/2026	\$ 50.00			Purchasing
Utah Tourism Industry Association	100861	1/20/2026	\$ 350.00			Purchasing
Verizon Wireless	100862	1/20/2026	\$ 80.02			Purchasing
	122261200	1/22/2026	\$ 52,336.78			Paycheck
Ameritas Life Insurance Corp.	ACH 1/21/26	1/22/2026	\$ 2,252.15			Purchasing
EFTPS	ACH 1/21/26	1/22/2026	\$ 14,468.08			Payroll

Daggett County
Disbursement Summary
Zions Checking - 01/13/2026 to 01/23/2026

Payee Name	Reference No.	Payment Date	Payment Amount	Void Date	Void Amount	Source
HealthEquity	ACH 1/21/26	1/22/2026	\$ 25,774.46			Payroll
Lincoln Financial Group	ACH 1/21/26	1/22/2026	\$ 1,812.68			Purchasing
Olympus Law Group, PLLC	100864	1/22/2026	\$ 150.00			Payroll
Public Employees Health Program	ACH 1/21/26	1/22/2026	\$ 35,805.10			Purchasing
Utah Retirement Systems	ACH 1/21/26	1/22/2026	\$ 11,625.96			Payroll
Utah State Tax Commission	ACH 1/21/26	1/22/2026	\$ 2,476.59			Payroll
Total			\$ 374,421.40		\$ -	

Daggett County Redevelopment Agency
Disbursement Summary
Zions Checking - 01/13/2026 to 01/23/2026

Payee Name	Reference No.	Payment Date	Payment Amount	Void Date	Void Amount	Source
Utah Counties Indemnity Pool (UCIP)	Wire 1/13/26	1/13/2026	\$ 1,710.00			Purchasing
Total			\$ 1,710.00		\$ -	



Larinda Isaacson <larindai@daggettcounty.org>

Request for meeting to discuss RDA-owned property in Dutch John

1 message

James McGuirk <jmcguirk22@gmail.com>
To: larindai@daggettcounty.gov

Sun, Jan 25, 2026 at 1:55 PM

Hi Larinda,

I hope you're doing well. My name is James McGuirk, and I live in Dutch John. I'm exploring a small housing project concept on an RDA-owned parcel in town and was hoping to request a brief meeting with the County RDA to better understand what may or may not be feasible.

At a high level, I'm looking at a modest, long-term housing project and would appreciate the opportunity to discuss RDA goals and potential development structures before investing further time and resources. This would be very much a conceptual conversation at this stage.

If there's a regularly scheduled RDA meeting that would be appropriate, or if a short working session makes more sense, I'm happy to accommodate whatever works best.

Thank you for your time, and I appreciate your help.

Best regards,

James McGuirk
Dutch John, UT
619.942.4928

**Draft PERMANENT COMMUNITY IMPACT FUND BOARD (CIB)
2025-2026 ONE-YEAR APPLICATION LIST Daggett County**



Purchase Request Form

Account Code	Dollar Amount
32.4550.917.10	\$16,950.00
23.4550.917.10	\$7,000.00

Commission Approval:

Date:



Ben German
3685 So 3750 W.
West Haven, Ut. 84401

Broken Heart Rodeo Company

Attn: DAGGETT COUNTY
BOX 548
MANILA, UT 84046

Dear Jordyn,

Thank you for the opportunity to bid your 2-day rodeo, July 10th-11th, 2026. Following is my bid proposal:

- 16 Bulls each day.
- 10 Barebacks each day.
- 10 Saddle Broncs each day.
- 8 Calves.
- 10 Team Roping steers.
- 8 Bull Dogging steers.
- 8 Breakaway calves.
- Wild Ponies.
- 1 Announcer.
- 2 Bullfighters.
- 1 Secretary.
- 2 Pick up men.
- 2 Judges.
- 2 Timers.
- 1 Flank man.
- Livestock handlers, for above said stock.
- All timed event cattle for slack.

Total cost:

\$16,450.00

In addition to the above said cost:

- Manila Rodeo will provide added money of \$7500.00. BB \$1200.00, SB \$1000.00, BULLS \$800.00, TR \$1500.00 and TD, BK, SW AND BARRELS \$750.00
- Manila Rodeo to supply feed for 3-days starting on the day prior to the rodeo.
- RMPRA will provide spectator liability insurance with a minimum of \$2,000,000.00 for each occurrence and \$4,000,000.00 aggregate limit.
- RMPRA will pay Manila Rodeo \$5.00 per entry committee fee.

If you have any questions or concerns, please feel free to contact Ben German, anytime, @ cell (801) 540 6233.

Sincerely,



Ben German
Broken Heart Rodeo

 11/16/26

Date

 Matt Tippets

Date

Clark Rodeo Company

1137 E 4150 N

January 13, 2026

BUHL, ID

83316

Attn: Daggett County

Dear Committee,

Thank you for the opportunity to bid your rodeo July, 10th – 11th 2026. Following is my bid proposal:

- Adequate Bulls and Horses.
- Cattle.
- 1 Announcer.
- 2 Bullfighters.
- 2 Timers.
- 2 Pick up men.
- 2 Judges.
- 1 Secretary..

Total cost:

\$ 23,600.00

Not included:

- Daggett County will supply added money of \$10,000.00.
- 7 rooms for 3 nights apiece.
- Daggett County will supply feed for 3-days starting on the day prior to the rodeo.

01/13/2026

Sincerely,

Bill Clark

Bill Clark
Clark Rodeo Company

Bill Clark

1/13/26

Bill Clark

Date

Daggett County Lions Club

Date

**CT Rodeo Company
1197 N 6800 W
CORINNE, UT
84307**

January 20, 2026

Attn: DAGGETT COUNTY

Dear Jordyn,

Thank you for the opportunity to bid your rodeo July 10-11, 2026. Following is my bid proposal:

- Adequate Bulls.
- Adequate Horses.
- Timed Event.
- 1 Announcer.
- 2 Bullfighters.
- 2 Timers.
- 2 Pick up men.
- 2 Judges.
- 1 Secretary

Total cost:

\$ 24,000.00

Not Included:

- Manila Rodeo will supply added money.
- Manila Rodeo will supply feed for 3-days starting on the day prior to the rodeo.
- Manila Rodeo will supply 5 Hotel rooms for 3-days.

01/20/2026

Sincerely,

Cameron Tuckett

Cameron Tuckett
CT Rodeo Company

Cameron Tuckett 1/20/26

Cameron Tuckett

Date

Manila Rodeo Rep

Date

QUOTE SHEET

Product or Service Requested: (Include specific project requirements such as required completion date etc.)

Cow Country rodeo Stock Contractor

Vendor #1:

Company Name: Broken Heart Rodeo Company

Person Contacted: Ben German Date Contacted: 1/21/20

Method of Contact: Phone E-mail In-person Other:

Contact Information: Phone: 801.540.6233 Address: _____

Amount Quoted: (Or attach vendor's written proposal or bid) \$16,450.00

Vendor #2:

Company Name: Clark Rodeo Company

Person Contacted: Bill Clark Date Contacted: 1/21/20

Method of Contact: Phone E-mail In-person Other:

Contact Information: Phone: 208.420.5173 Address: _____

Amount Quoted: (Or attach vendor's written proposal or bid) \$23,400

Vendor #3:

Company Name: CT Rodeo Company

Person Contacted: Cameron Date Contacted: 1/21/20

Method of Contact: Phone E-mail In-person Other:

Contact Information: Phone: 801.816.2008 Address: _____

Amount Quoted: (Or attach vendor's written proposal or bid) \$24,000.00



Purchase Request Form

Account Code	Dollar Amount
23.4191.540	

Commission Approval:

Date:

Division of Purchasing Contact Info

Division of Purchasing Contact Name
McKette Allred

Division of Purchasing Contact Telephone#
(801)-957-7124

Division of Purchasing Fax#

Division of Purchasing Email ID
mhallred@utah.gov

Basic Information

Contract Number *
MA4696

AssociatedBid *
SB25-1

Vendor Name *
YESCO

Vendor Address *
1605 Gramercy Road

Vendor City *
Salt Lake City

State *
Utah

Zipcode *
84104

Registered Vendor# *
VC13943

Vendor Website
<https://www.yesco.com/saltlakecity/>

Contract Dates
Start Date → 12/23/2024
End Date → 12/22/2029

Commodity Code#
•

Marketing and Advertising

Contract Family

Vendor Contact Name

Aaron Cain

Vendor Contact Phone #

(253)-722-5753

Vendor Contact Email ID

acain@yesco.com

Prompt Payment Discount

Type of Service

Goods & Service

Order Instructions

Instructions

Eligible Users should make a 'best value' determination for their organization when multiple contracts are available for use within a portfolio.

When requesting a quote or information from this vendor, identify yourself as a State Agency or Eligible User and include this contract #. Ensure all quotes and invoices contain the contract # and reflect accurate contractual pricing/discounts. Goods or services not covered in the scope of work should be quoted and invoiced separately and according to your own procurement policies. Any discrepancies on the quote should be resolved directly with the vendor before an order is placed.

Instructions specific to State Executive Branch Agencies:

State Agencies are recommended to use a DO to PRC or a PRC to make payments on purchases from a State Cooperative Contract in order to effectively track payments against the contract in Vantage and Data Warehouse. If a DO to PRC or a PRC is not possible, State Agencies may also use a GMA. Please utilize the contractor code on the contract when making payments. If you receive an invoice that does not match the contractor information on the contract, please notify the Division of Purchasing prior to processing your payment.

Additional Details

Details

Contract # MA4696

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

YESCO, LLC
 1605 Gramercy Road
 Salt Lake City, UT 84104
 City: Salt Lake City, UT Zip: 84104

LEGAL STATUS OF CONTRACTOR
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Aaron Cain Phone #253-722-5753 Email Acain@yesco.com
 Vendor #VC213943 Commodity Code #93674

2. CONTRACT PORTFOLIO NAME: Marquee Signs and Scoreboards

3. PROCUREMENT: This contract is entered into as a result of Solicitation #SB25-1.

4. CONTRACT PERIOD: Effective Date: 12/23/2024 Termination Date: 12/22/2029 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): 0.

5. Prompt Payment Discount (if any): NA. Price Guarantee Period (if any): 2 year.

6. Administrative Fee, as described in the Solicitation and Attachment A: 0.30%.

7. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods Services, or IT
 ATTACHMENT B: Scope of Work

ATTACHMENT C: Price Sheets

ATTACHMENT D: Contractor Additional Terms

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

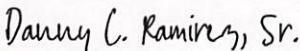
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.

9. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

CONTRACTOR

Signed by:


Danny C. Ramirez, Sr.

Contractor's Signature

Danny C. Ramirez, Sr. VP Region Manager 10/25/2024

Print Name

Title

Date

STATE

DocuSigned by:

C38BE9D4C528424...

Director, Division of Purchasing

11/4/2024

Date

ATTACHMENT A: STATE OF UTAH COOPERATIVE STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **Confidential Information** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **Contract** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **Contract Signature Page(s)** means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) **Contractor** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **Custom Deliverable** means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) **Division** means the Division of Purchasing and General Services.
 - g) **Eligible User(s)** means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) **End User Agreement** means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) **Goods** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - j) **Procurement Item** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - k) **Response** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - l) **Services** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - m) **Solicitation** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - n) **State of Utah** 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.
 - o) **Subcontractors** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - p) **Work Product** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.

6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (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 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.
On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.
15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User 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 Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. 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, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. SALES TAX EXEMPTION: The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible User's essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. WARRANTY OF PROCUREMENT ITEM(S): Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design. Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

18. CONTRACTOR'S INSURANCE RESPONSIBILITY. The Contractor shall maintain the following insurance coverage:

- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of the Procurement Item(s) under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence. The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. RESERVED.

20. PUBLIC INFORMATION: Contractor agrees that this Contract, 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 of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. DELIVERY: All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. ACCEPTANCE AND REJECTION: An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User. If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being

responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act, as amended. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah 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 Contractor's liability, such limitations of liability will not apply to this section.

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:

1. Contractor has received payment for the Custom Deliverables.
2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the Procurement Item(s) performed under this contract ("Background IP"), and
3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Procurement Item(s), or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Procurement Item(s) (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Procurement Item(s) or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.

29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii)

Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.

31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.

34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

35. **REPORTS AND FEES:**

- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
- b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor..>

c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.
40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any Procurement Item(s), supplies, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s) supplies,, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of the Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The Procurement Item(s) performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.

53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract 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.
56. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
57. **TIME IS OF THE ESSENCE:** Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
58. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
59. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice.
60. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)

Marquee Signs and Scoreboards

Scope of Work

This contract is for Marquee Signs, Scoreboards and related products and services. Contractors have responded to one or both of the categories. This State of Utah Cooperative Contract is for the benefit of all Utah public entities, nonprofit organizations, and agencies of the federal government, i.e. State of Utah departments, agencies, and institutions, political subdivisions (colleges, universities, school districts, special service districts, cities and counties, etc.).

1. Contracts

1. Contracts were awarded in two categories. #1 Scoreboards and #2 Marquee Signs.
2. It is between Contractor and eligible user to ensure all permits, licenses and permissions are in place before install.
3. All materials, services (including artwork and design), and/or work not specifically mentioned, which are necessary in order to provide a complete project, and/or sign engineering, must be included in the contractors quote to the eligible user and must conform to all Local, State and Federal requirements in accordance with terms, specs, conditions and provisions of the project.
4. Warranty minimum on offered products and services is 2 years. Longer terms may be negotiated between parties.

2. Pricing

- A. There is no minimum order quantity or dollar amount required.
- B. At no time during the contract period will the pricing be more than the percentage off manufacture list pricing that was offered in the solicitation.
- C. Any delivery charges will be included in the initial quote, and status: F.O.B. Delivery. The state and political subdivisions will not accept any additional charges from the Contractor or third-party delivery companies. These include, but are not limited, to fuel surcharges or any other delivery fees. If any charges are incurred from a third-party delivery company, those fees will be paid by the Contractor. All fees and charges are reflected in the price offered. Any violation of this could result in the state canceling the contract.
- D. Where required, the pricing will include an initial evaluation of the site, a written recommendation of the best suited system and products, a written estimate of product install charges and any follow-up required to determine if the product and/or equipment is working as intended.
- E. Pricing includes adequate training for the proper use for user or representative using the system and products.

3. Ordering

1. Eligible users will order directly from Contractors using best value determination. Quotes are required.
2. Eligible users do not need the Division of Purchasing to be involved with purchases made from these contracts. Each purchase and project request will be handled directly between the contractor and the eligible user. All deadlines will be agreed upon in writing within those negotiations.
3. Custom designs and production variables must be signed off by eligible user before product creation.
4. User must order from Contractors price sheet, catalog or website.

ATTACHMENT C: PRICING INFORMATION

Marquee Signs and Scoreboards
Cost Sheet - Pricing Sample
YESCO https://store.yesco.com/

Discounts apply to all catalog pricing for Eligible Users in both categories and to sections A-C detailed below.

CATEGORY 1: SCOREBOARDS - Sample price List - Not custom order prices.				
Item #	Item Description/Unit of Measure	List Price	% Discount	Final Dollar Cost to the Eligible User (List Price + Discount)
1	Indoor 10'x5'x5" Multi- Sport Scoreboard, Electronic, Basic Stats Ability, Standard Materials & lighting	\$ 8,937.30	10%	\$ 8,043.57
2	Indoor Table Top 16"x24" Multi Sport Scoring, Electronic, Programmable, LED, Wireless Remote	\$ 3,247.25	10%	\$ 2,922.53
3	Outdoor 20'x10' Multi-sport Scoreboard, Electronic, Basic stats ability, standard materials and lighting	\$ 19,185.90	10%	\$ 17,267.31
CATEGORY 1 TOTAL			\$	28,233.41

CATEGORY 2: MARQUEE SIGNS- Sample Price List - Not custom order prices.				
Item #	Item Description/Unit of Measure	List Price	% Discount	Final Dollar Cost to the Eligible User (List Price + Discount)
1	Indoor 3' x 3' illuminated neon tube wall sign, open back, non-custom order	\$ 602.19	10%	\$ 541.97
2	In/Out door 4' tall x 24" wide Metal, illuminated, single letter or number, closed back	\$ 566.96	10%	\$ 510.26
3	Outdoor 58" x 86" Box Frame, double sided, illuminated, track panel, numbers and letters included	\$ 15,726.41	10%	\$ 14,153.77
4	Outdoor 48" x 60" Roadside Style Sign, non-lit, double sided, steel frame, track panel, numbers and letters included	\$ 9,345.69	10%	\$ 8,411.12
CATEGORY 2 TOTAL			\$	23,617.13

SECTION A - DESIGN AND SPECIAL ORDERS				
Item #	Professional Service Costs.	Hourly Price	% Discount	Final Hourly Professional Services Cost to the Eligible User (List Price + Discount)
1	Provide Hourly rate and discount available for Professional Design Services for Custom Orders	\$ 130.00	10%	\$ 117.00
Hourly Rate TOTAL				\$ 117.00

SECTION B - INSTALLATION AND LABOR CHARGES				
Item #	Install and Labor Rates - no materials, just labor	Hourly Price	% Discount	Final Hourly Install Labor Costs to the Eligible User (List Price + Discount)
1	Wall Mount installation Labor Charge	\$ 140.00		\$ 126.00
2	Pole and Mount Installation Labor Charge	\$ 140.00	10%	\$ 126.00
3	Earth removal and Footing install Labor Charges	\$ 140.00		\$ 126.00
Hourly Rate TOTAL				\$ 378.00

SECTION C - MISCELLANEOUS	
The miscellaneous category is for those few items that YESCO may carry in their normal day to day catalog that may not fit into one of the categories.	% Discount

10

ATTACHMENT D: CONTRACTOR ADDITIONAL TERMS

**YESCO Terms and Conditions
MARQUEE SIGNS AND SCOREBOARDS
SOLICITATION # SB25-1**

YESCO LLC ("Contractor") is pleased to submit the enclosed bid the State of Utah ("State of Utah") for the Marquee Signs and Scoreboards Solicitation #SB25-1 and YESC LLC Terms and Conditions.

INDEMNIFICATION. References to indemnification, defend, guarantee, hold harmless, and other terms of similar meaning as may exist at various places in the Agreement (collectively "Indemnification" for purposes of this paragraph), are understood by the parties to mean that Contractor shall provide such Indemnification only to the extent that damages are caused by the negligence or otherwise wrongful acts or omissions of only Contractor, its employees, subcontractors, and agents.

GENERAL LIABILITY. All reference in the Agreement to Contractor providing higher limits than those provided for in Contractor's policy is null and void. Contractor will provide general liability coverage as per current policy limits of \$1,000,000/single and \$2,000,000/aggregate.

WARRANTY. Contractor warrants that goods and services provided by Contractor (other than electronic displays) will be free from material defects in workmanship and materials for a period of one (1) year from the date of delivery. This includes materials and factory labor. On-site labor is provided only where Contractor performs the on-site installation. Upon expiration of the one-year warranty, the goods will be warranted solely in accordance with the manufacturer's warranty, if any. Electronic displays, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any. Contractor's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, or casualty, unless the same is caused solely by Contractor. CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR, FITNESS FOR PURPOSE. Contractor will either repair or replace, at Contractor's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranty.

PATENTS. To the extent that State of Utah directs that the work be accomplished pursuant to certain specifications, processes, devices, designs, or products ("Requirements"), State of Utah agrees to hold Contractor forever harmless from all suits or claims for infringement which arise out of the inclusion of such Requirements in the work. In case of a suit or claim for infringement against State of Utah, Contractor, at its sole option, may within a reasonable time: (i) secure for State of Utah the right to continue use of the sign or part thereof; (ii) replace at Contractor's expense such sign or part thereof with a substantially equivalent non-infringing sign or part, or modify such sign or part so that it becomes non-infringing; or (iii) receive the sign or part thereof back from State of Utah and refund to State of Utah the amount received for such sign or part thereof. This shall be State of Utah's sole remedy for such infringement claim or suit.

PENALTIES/DAMAGES. Neither State of Utah nor Contractor will be liable for any special, incidental, indirect or consequential damages as a result of a breach, dispute or default under this Agreement.

RIGHT TO REVIEW. Contractor hereby reserves the right to review and negotiate any terms and conditions contained in any Agreement and/or Purchase Order it may be required to enter into, including General Conditions and Special Conditions, as well as any documents incorporated therein by reference.



Display Agreement

Contract #: C507767

January 16, 2026

From: March 2, 2026

To: February 28, 2027

Advertiser: Daggett County Tourism c/o Daggett County

Account Executive: Shayne Durrant

Product: Government - Local/State/Federal

Campaign Version:

Campaign Name: Daggett County Tourism

Advertising Space

S No.	Face #	Location Description	Approx. Size (H x W)	Illum.	Start Date	End Date	Term	List Rate per Period	Rate per Period	Total
1	21470W	I-80 MM 7.47 N/S, W/F	14' 0" x 48' 0"	<input checked="" type="checkbox"/>	March 2, 2026	February 28, 2027	13 x 4-wk Periods	\$575.00	\$575.00	\$7,475.00
Space Subtotal										\$7,475.00

Production

S No.	Face # / Description	Qty	Approx. Size (H x W)	Artwork Name / Description	Printing Fee	Installation Fee	Takedown Fee	Total
1	21470W I-80 MM 7.47	1	14' 0" x 48' 0"		\$ 806.40	\$ 500.00	\$ 0.00	\$1,306.40
Production Subtotal								\$1,306.40
Grand Total								\$8,781.40

Payment Term Code: Net 30

Bill To: Daggett County

Tax ID:

Contact Name:

Matt Tippets

Address:

PO Box 219
Manila, UT 84046

Email

mtippets@daggettcounty.org

Phone:

435-778-0014

Name: Matt Tippets

Email: mtippets@daggettcounty.org

Title:

◀ Click here to Sign / Upload Signature

Signature:

Date :

Advertiser: Daggett County Tourism c/o Daggett County

Contact Name:

Jordynn Hewitt

Address:

PO Box 219
Manila, UT 84046

Email:

jhewitt@daggettcounty.org

Phone:

435-778-0014

Accepted: YESCO Outdoor Media

Internal Use Only

Name: _____ Phone: _____ Email: _____

Signature: _____

Title: _____ Date: _____

Contracts transmitted to YESCO Outdoor Media via FAX machines or otherwise are subject to the terms and conditions on all pages

Terms & Conditions

This Display Agreement ("Agreement") is between YESCO Outdoor Media LLC, a Delaware limited liability company ("YESCO") and Advertiser ("Advertiser"). YESCO agrees to provide space to Advertiser and post advertisement(s) ("Advertising Copy") on the outdoor advertising display(s) described above for the period commencing on the Start Date and ending on the End Date (the "Service Period") according to the terms and conditions set forth in this Agreement.

1. APPROVAL OF ADVERTISING COPY: YESCO requires pre-approval of all Advertising Copy. YESCO may reject any Advertising Copy that in its sole discretion determines is or may be false, misleading, deceptive, offensive to the moral standards of the community, may induce a violation of existing law, may result in the creation of new laws or regulations designed to restrict outdoor advertising or the outdoor advertising industry, or which in any way reflects adversely on the character, integrity, or standing of any person or business.

2. ADVERTISING COPY WARRANTY AND INDEMNITY. Advertiser warrants that it possesses full legal right to use, and to allow YESCO to use as contemplated in this Agreement, all information or copy of whatever kind and whatever form delivered by Advertiser to YESCO. Advertiser will indemnify, defend, and hold harmless YESCO and its officers, directors, employees, and agents from all claims, losses, costs, and other damages (including reasonable attorney's fees) suffered by YESCO because of Advertiser's breach of this warranty. Advertiser's obligations in this paragraph shall survive the termination of this Agreement.

3. DELIVERY, POSTING, AND REMOVAL OF ADVERTISING COPY. If Advertiser produces and delivers the Advertising Copy to YESCO, Advertiser agrees to submit print-ready design or artwork for the Advertising Copy for YESCO's review and approval no later than two weeks prior to the Start Date. YESCO accepts no liability or the cost of printing the Advertising Copy. Advertiser agrees to deliver the Advertising Copy so that it is received by YESCO no later than one week prior to the commencement of the Start Date. If YESCO produces the Advertising Copy, Advertiser agrees to approve YESCO's design or artwork for the Advertising Copy no later than two weeks prior to the commencement of the Service Period. YESCO agrees to provide Advertiser one photograph of the Advertising Copy posted after completion of installation. Advertiser agrees that all Advertising Copy becomes property of YESCO, and may be destroyed or recycled upon removal.

4. DIGITAL ADVERTISING COPY: If the Agreement includes digital Advertising Copy, the provisions of this paragraph shall apply. During the Service Period, no more than a total of eight advertising spots, including Advertiser's digital Advertising Copy, will be posted on a digital advertising Face. Advertiser's digital Advertising Copy will be posted in a rotation with the advertising copy of other advertisers. Advertiser shall provide Advertising Copy to YESCO in media and file formats acceptable to YESCO at least three business days prior to the Start Date. Advertiser may replace initial copy with new copy if received by YESCO at least three business days in advance. YESCO may reject any digital Advertising Copy, which YESCO in its sole discretion, determines may conflict with, be in competition with, or otherwise adversely affect any other copy on the same digital advertising Face. In the event that a digital Advertising Copy is unable to be posted during the Service Period due to a malfunction of a digital advertising Face, Advertiser shall be entitled to a pro-rata credit in the form of digital space for each full day that the digital advertising Face is down due to the malfunction; there is no credit for partial-day downtime.

5. PAYMENT OF PRODUCTION COSTS: Vinyl production fees, installation fees, embellishments, extensions, removal fees or other production costs, plus applicable sales tax, are due to YESCO upon execution of this Agreement and are in addition to the Rate per Period. Advertiser acknowledges that no approval or production of Advertising Copy or installation will commence until the same is pre-paid in full.

6. BILLING: Advertiser agrees to pay to YESCO the Grand Total, plus applicable sales tax, on the first day of each consecutive period in advance (each a "Payment") during the Service Period. YESCO's acceptance of late payment(s) shall not be construed as a waiver of YESCO's rights relative to any subsequent late payment(s) or any other event of default.

7. CANCELLATION: YESCO may cancel this Agreement at any time by delivering 30 days written notice to Advertiser. This Agreement is non-cancellable by Advertiser.

8. ILLUMINATION: Illumination, if applicable shall be from dusk to Midnight, or as prescribed by local law, whichever time is less.

9. LOSS OF DISPLAY OR INTERRUPTION OF SERVICE: Advertiser acknowledges that advertising space may be subject to the terms and conditions of various ground lease contracts and state or local permits. In the event i.) any Advertising Space becomes permanently or temporarily unavailable to YESCO during the Service Period, ii.) should any proposed display become excessively burdensome to secure; iii.) YESCO is unable to post or display digital Advertising Copy due to equipment or system malfunction, iv.) an illuminated display loses illumination, v.) any display becomes completely or partially obstructed, destroyed, damaged, or defaced, vi.) or if YESCO for any reason changes the location of any display (each of the foregoing being a "Delay Event"), Advertiser agrees that the resulting loss of advertising space at any specific location shall not be construed as a breach or termination of the Agreement. Upon the occurrence of a Delay Event, YESCO shall have a three-business day grace period to remediate the issue; during the grace period Advertiser will not be entitled to any refund, offset, credit or other remedy. After the expiration of such grace period, Advertiser's sole remedy for the Delay Event will be extension of the End Date by the same length of time of the Delay Event.

10. DEFAULT: If Advertiser fails to deliver to YESCO any Payment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it (collectively "Default"), Advertiser shall, without notice, become obligated to immediately pay to YESCO an amount equal to the 1) sum of all unpaid Payments previously accrued, plus 2) liquidated damages (for loss of a bargain and not as a penalty) in an amount equal to 75% of the sum of all remaining Payments.

11. DISPUTES: In the event of litigation, Advertiser irrevocably consents to venue of any action within the federal or state courts situated in Salt Lake County, Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO is not liable for special, incidental, indirect, or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, Advertiser shall pay all costs and expenses resulting therefrom, including reasonable attorneys' fees. THE MAXIMUM LIABILITY OF YESCO, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS TO ADVERTISER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND ADVERTISER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE PAYMENTS RECEIVED BY YESCO, except in the case of YESCO's gross negligence or willful misconduct.

12. TRANSFERS, ASSIGNMENT, AND BROKERING: All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties. Advertiser may not transfer its interests, rights, and obligations in this Agreement, nor shall Advertiser sublet, broker, or donate any advertising hereunder without the prior written consent of YESCO. YESCO may freely transfer its interests,

rights, and obligations in this Agreement.

13. MISCELLANEOUS PROVISIONS: i.) No statements made by YESCO's account executive(s) shall be binding, unless incorporated herein in writing. Although this Agreement may be signed by YESCO's account executive(s), this Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement for YESCO by signing above. ii.) If this Agreement is executed by an agency on behalf of Advertiser, such agency warrants and represents that it is fully authorized to enter into this Agreement for and in behalf of Advertiser. The agency agrees to be jointly and severally liable with the advertiser for the full and faithful performance of Advertiser's obligations under this Agreement. iii.) Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% or the maximum rate allowed by law. iv.) Performance by YESCO shall be subject to delay by strikes, breakage, fires, inclement weather, unforeseen commercial delays, insurrections, wars, acts of terror, acts of God, governmental regulations, pandemics, epidemics, or other causes beyond YESCO's reasonable control. v.) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision, and the remaining provisions shall continue in full force and effect. Headings in this Agreement shall not be used to interpret the meaning of any provision hereunder and otherwise shall be given no legal effect. vi.) This document may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Daggett County Roads
Stellantis Fleet Account Number 52803
Required Equipment

3500 BIG HORN CREW CAB 4X4 (169 in WB 8 ft 0 in Box)

24Z Customer Preferred Package

ETM 6.7L I6 Cummins HO Turbo Diesel Engine

DFM 8-Spd TorqueFlite HD Auto Transmission

PW7 Bright White Clear Coat

For Option Cost verification purposes write in MSRP Values

*M9-X9	Cloth 40/20/40 Prem Bench Seat Black	\$0
AHU	5th Wheel/Gooseneck Towing Prep Grp	\$545
XEF	Transfer Case Skid Plate Shield	\$95
XCH	2 Additional Key Fobs	\$275
ADE	Cold Weather Group	\$145
NFC	50 Gallon Fuel Tank	\$295
LHL	Auxiliary Switches - I/P Mounted	\$255
TCP	LT275/70R18E OWI On/Off Road Tires	\$295
A7F	Big Horn Level 1 Plus Equipment Group	\$2,695
AGF	Heated Seats and Wheel Group	\$445
CLF	Front & Rear HD Rubber Slush Mats	\$235

Including the options listed above the vehicle's Total MSRP Price: \$77,195

I/We agree to Order/Sell the above vehicle including all fees, discounts, incentives and Government Concessions for a

Total Price of \$62,994

Trade-In Value \$16,000

*Trade Value Based on Clear Title To:
2018 Ram 3500 Crew 4X4 8' Bed
VIN: 3C63R3HL9JG353554*

Total Amount \$46,994

Dealership placing bid information:

Dealership Name: SALT LAKE VALLEY

Address: CHRYSLER DODGE JEEP RAM

2309 SOUTH STATE STREET, SALT LAKE CITY

Dealer's Government State of Utah Contract Number mA3795

Dealer's EIN or FEIN Number 46-1748766

Dealer Representative contact information:

Jim Yates 801-712-0136

By my signature I am stating I have the authority to Order/Sell the above vehicle at the agreed price.

X Jim Yates

Daggett County Roads
Stellantis Fleet Account Number 52803
Required Equipment

3500 BIG HORN CREW CAB 4X4 (169 in WB 8 ft 0 in Box)

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NFC	50 Gallon Fuel Tank	\$295
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CLF	Front & Rear HD Rubber Slush Mats	\$235

Including the options listed above the vehicle's Total MSRP Price: **\$77,195**

I/We agree to Order/Sell the above vehicle including all fees, discounts, incentives and Government Concessions for a

Total Price of **\$62,994**

Dealership placing bid information:

Dealership Name: SALT LAKE VALLEY

Address: CHRYSLER DODGE JEEP RAM

2309 SOUTH STATE STREET, SALT LAKE CITY

Dealer's Government State of Utah Contract Number MA3795

Dealer's EIN or FEIN Number 46-1748766

Dealer Representative contact information:

Jim Yates 801-712-0136

By my signature I am stating I have the authority to Order/Sell the above vehicle at the agreed price.

X Jim Yates

Note: To be considered all bids must be returned on or before Monday 10/27/2025 by 11:59pm.

For Questions Call 435-784-3208

Email signed bids sheets to shughes@daggettcounty.org



Vehicle History Report™

US \$44.99

2018 RAM 3500 SLT

VIN: 3C63R3HL9JG353554

CREW PICKUP

6.7L I6 F OHV 24V

DIESEL

REAR WHEEL DRIVE W/ 4X4

Original Window Sticker

This CARFAX Report Provided
by:

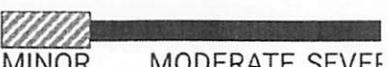
**Salt Lake Valley Chrysler
Dodge Jeep Ram**

★ 4.0 / 5.0

71 Verified Reviews

♥ 3 Customer Favorites

Damage reported: minor damage



MINOR

MODERATE

SEVERE



6 Service history records



At least 1 open recall



CARFAX 1-Owner vehicle



144,825 Last reported odometer reading



This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 1/16/26 at 4:55:11 PM (CST). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



Accident / Damage History

Not all accidents / issues are reported to CARFAX

Event 1

02/08/2023

Damage reported: minor damage

Damage Severity Scale



MINOR

MODERATE

SEVERE

Event 2

04/04/2023

Accident reported with another motor vehicle

Vehicle was not damaged

Airbags did not deploy



Ownership History

The number of owners is estimated

Owner 1

Year purchased

2018

KBB.com Current Market Value

01/16/2026 Edition 84115

Make/Model: 2018 Ram 3500 Crew Cab Big Horn Pickup 4D 8 ft

Engine: 6-Cyl, Turbo Dsl, 6.7L

Trans: Automatic, 6-Spd HD

License:

Drivetrain: 4WD

VIN: 3C63R3HL9JG353554

Mileage: 148,000

Exterior Color: White

*** Equipment ***

Electronic Stability Control	ABS (4-Wheel)	Alarm System
Keyless Entry	Keyless Start	Air Conditioning
Power Sliding Rear Window	Power Windows	Power Door Locks
Cruise Control	Power Steering	Tilt Wheel
AM/FM Stereo	SiriusXM Satellite	Bluetooth Wireless
Uconnect	Backup Camera	Dual Air Bags
Side Air Bags	F&R Head/Curtain Air Bags	Power Seat
Fog Lights	Towing Pkg	Alloy Wheels
	KBB.com Value: \$22,030	
	Reconditioning Cost: - \$2,318	

Current Market Value: \$19,712

Salt Lake Valley Chrysler Dodge Jeep Ram

©2026 Kelley Blue Book Co. Inc. All rights reserved. As of 1/16/2026 Edition for 84115. Values and pricing are the opinion of Kelley Blue Book, and the actual price of a vehicle may vary. The value and pricing information displayed for a particular vehicle is based upon the specification, mileage and/or condition information provided by the person generating this report. Kelley Blue Book assume no responsibility for errors or omissions.

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Friday, January 16, 2026

Trade In/Loan Breakdown

J.D. Power

Publication 01/2026, Region: Pacific Northwest

2018 RAM Ram 3500 Crew Cab SLT 4WD SRW 6.7L I6 T-Diesel..... \$27,075 / \$27,275

VIN: 3C63R3HL9JG35354

MSRP.....	45995
Weight.....	0

***** Itemized Add/Deducts *****

Bluetooth Connection..... Included

Condition.....	Rough
Total Value without mileage.....	\$27,075 / \$27,275
Mileage adjustment (148000) miles.....	(\$4,000)

***** J.D. Power Trade In/Loan**
\$23,075 / \$23,275

Salt Lake Valley Chrysler Dodge Jeep Ram - Jim Yates

J.D. Power publication for Utah: Publication 01/2026, Region: Pacific Northwest
Values are subjective opinions. J.D. Power and vAuto, Inc. assume no responsibility for errors or omissions.
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Adjusted MMR/Retail Breakdown

MMR
1/16/2026, Region: Midwest

2018 RAM 3500 4WD 6C TDSL.....\$23,700 / \$30,100

VIN: 3C63R3HL9JG353554

***** Itemized Add/Deducts *****

3500 4WD 6C TDSL.....	-5,870 / -7,410
Condition Grade: 1.5.....	-5,870 / -7,410
Build Adjustment.....	40

Adjustments without mileage.....	(\$5,830) / (\$7,410)
Total Value without mileage.....	\$17,870 / \$22,690
Mileage adjustment (148000) miles.....	\$700

***** Adjusted MMR/Retail**
\$18,550 / \$23,400

Auction Transactions

Avg. Odometer.....	153,890
Avg. Auction Price.....	\$18,550

Salt Lake Valley Chrysler Dodge Jeep Ram - Jim Yates

MMR publication for Utah: 1/16/2026, Region: Midwest
Values are subjective opinions. MMR and vAuto, Inc. assume no responsibility for errors or omissions.
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Open-End Lease Schedule

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 8/1/2018, (the "Master Lease Agreement") between The Bancorp Bank, National Association (formerly known as the The Bancorp Bank) (Lessor) and Daggett County (Lessee).

Date: 01/20/2026

Customer # 18309
Unit #

Year, Make & Model	Garaging Address
2026 Ram 1500 Tradesman Crew Cab 4WD SWB	
VIN	95 North 1st West MANILA UT 84046 Daggett County
1C6SRFGP9TN283744	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Mileage Allowance
Granite			UT	25,000 Year

Term & Frequency	4	Annual	Security Deposit	\$0.00
Base Payment		\$14,992.19	Down Payment	\$0.00
Sales / Use Tax		\$0.00	Termination Value	\$10,000.00
Total Annual Payment		\$14,992.19	Estimated Initial Tax & Tags	Billed Additional
Interim Rent		\$0.00		

Additional Terms and Conditions:
'atrol Unit

Lessee	Daggett County	Signature	
Signature		Title	
Title			
Signature		Lessor	The Bancorp Bank, National Association
Title		Signature	
		Title	



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Date: 01/20/2026

Customer # 18309
Unit #

Year, Make & Model	Garaging Address
2026 Ram 2500 Tradesman Crew Cab 4WD	
VIN	95 North 1st West MANILA UT 84046 Daggett County
3C6UR5CJXTG224120	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Mileage Allowance
Granite			UT	25,000 Year

Term & Frequency	4	Annual	Security Deposit	\$0.00
Base Payment		\$12,808.88	Down Payment	\$0.00
Sales / Use Tax		\$0.00	Termination Value	\$18,000.00
Total Annual Payment		\$12,808.88	Estimated Initial Tax & Tags	Billed Additional
Interim Rent		\$0.00		

Additional Terms and Conditions:
Admin

Lessee	Daggett County	Signature	
Signature		Title	
Title			
Signature		Lessor	The Bancorp Bank, National Association
Title		Signature	
		Title	



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Date: 01/20/2026

Customer # 18309
Unit #

Year, Make & Model	Garaging Address
2026 Ram 1500 Tradesman Crew Cab 4WD	
VIN	95 North 1st West MANILA UT 84046 Daggett County
1C6SRFGP9TN283971	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Mileage Allowance
Granite			UT	25,000 Year

Term & Frequency	<u>4</u>	Annual	Security Deposit	<u>\$0.00</u>
Base Payment		<u>\$13,375.44</u>	Down Payment	<u>\$0.00</u>
Sales / Use Tax		<u>\$0.00</u>	Termination Value	<u>\$10,000.00</u>
Total Annual Payment		<u>\$13,375.44</u>	Estimated Initial Tax & Tags	<u>Billed Additional</u>
Interim Rent		<u>\$0.00</u>		

Additional Terms and Conditions:
Admin Unit

Lessee	Daggett County	Signature	
Signature		Title	
Title		Lessor	The Bancorp Bank, National Association
Signature		Signature	
Title		Title	



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Date: 01/20/2026

Customer # 18309
Unit #

Year, Make & Model	Garaging Address
2026 Ram 1500 Tradesman Crew Cab 4WD	
VIN	95 North 1st West MANILA UT 84046 Daggett County
1C6SRFGP0TN283972	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Mileage Allowance
Granite			UT	25,000 Year

Term & Frequency	4	Annual	Security Deposit	\$0.00
Base Payment		\$14,992.19	Down Payment	\$0.00
Sales / Use Tax		\$0.00	Termination Value	\$10,000.00
Total Annual Payment		\$14,992.19	Estimated Initial Tax & Tags	Billed Additional
Interim Rent		\$0.00		

Additional Terms and Conditions:

Lessee	Daggett County	Signature	
Signature		Title	
Title			
Signature		Lessor	The Bancorp Bank, National Association
Title		Signature	
		Title	

AGREEMENT FOR LEGAL SERVICES

PARTIES

This Agreement is between The Utah Association of Counties (UAC), a Utah nonprofit corporation, with offices at 5397 S. Vine St., Murray, UT 84107, and Daggett County, Utah, (County), whose attorney's office is located at 95 North 1st West, Manila, UT 84046.

RECITALS

WHEREAS, the County provides important governmental services within its boundary that frequently involve legal issues.

WHEREAS, UAC's mission is to help counties provide effective services.

WHEREAS, UAC has legal resources available to assist county attorney's offices in their responsibility to give legal advice to county officials, and

WHEREAS, the County's governing body and its county attorney desire to utilize these UAC resources.

NOW THEREFORE, the County and UAC agree as follow.

I. SCOPE OF SERVICES

A. Special Deputy. The County Attorney shall provide a letter designating one or more attorneys that are employed or contract with UAC as special deputies (UAC Special Deputy Attorney). That letter may limit the scope of services provided by UAC, and if there is any conflict between the scope of services described in that letter and this Agreement, the county attorney's letter shall govern the scope of services. The county attorney's letter may be rescinded or modified at any time by the county attorney.

B. Scope of Services. The UAC Special Deputy may provide legal services to the County regarding the County's fulfilling its function as a governmental entity. However, no UAC Special Deputy may provide legal services that would be provided by the county's insurance carrier. Additionally, the UAC Special Deputy may not provide service if doing so would create a conflict of interest with UAC or another county that is a member of UAC.

C. Limited Resources. The UAC Special Deputy has discretion to turn down or limit services on any specific projects due to workload and time management.

II DURATION

The Agreement shall begin on the date it is fully executed and shall continue until December 31, 2026. The County legislative body or the County Attorney may cancel the Agreement at any time and for any reason with written notice. UAC may cancel the Agreement for any reason with thirty days written notice. Unless cancelled, the Agreement shall automatically renew for a

period of one year. There is no limit to the number of times the Agreement may automatically renew.

IV. PROFESSIONAL SERVICES FEE

In consideration for the above referenced services to be performed by UAC, the County agrees to pay an annual fee of \$10,000. Unless otherwise negotiated and approved in advance, this fee includes payment for all legal services and out of pocket expenses incurred by UAC in the normal course of this representation, such as airfare, travel, and meals incidental to the representation. UAC will invoice the County for this fee.

V. SIGNATURE BLOCK

DAGGETT COUNTY, UTAH

Matt Tippets, County Commission Chair

Date: _____

Larinda Isaacson, County Clerk

Approved as to Form:

Kent Snider, Daggett County Attorney,

UTAH ASSOCIATION OF COUNTIES

Brandy Grace, CEO

Date: _____

[your letterhead]

[Date]

Eric Clarke, General Counsel
Utah Association of Counties
5397 South Vine Street
Murray, UT 84107
eric@utahcounties.org

Re: Appointment as Special Deputy for Civil Legal Issues

Dear Eric:

Thanks for being willing to help our county on civil legal issues, and thanks to UAC for offering your services. Pursuant to Utah Code Section 17-18a-602(3), I specially deputize you to assist as civil counsel for civil legal matters. You are welcome to work directly with county employees on issues related to human resources and land use. Please make sure that I am aware if you are asked to work on other matters. I may ask you to assist on other matters, but I would like to make sure things are run past me before you do work other than HR and land use. Please call me anytime you have questions on work from our great county.

I hope all is well with you and look forward to working with you.

Sincerely,

Kent Snider
Daggett County Attorney

cc: Daggett County Clerk Larinda Isaacson
 Utah Association of Counties CEO Brandy Grace

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DAGGETT COUNTY, UTAH

Matt Tippets, County Commission Chair

Date: _____

ATTEST:

Larinda Isaacson, County Clerk

Approved as to Form:

Kent Snider, Daggett County Attorney,

UTAH ASSOCIATION OF COUNTIES

Brandy Grace, CEO

Date: _____

[your letterhead]

[Date]

Eric Clarke, General Counsel
Utah Association of Counties
5397 South Vine Street
Murray, UT 84107
eric@utahcounties.org

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I hope all is well with you and look forward to working with you.

Sincerely,

Kent Snider
Daggett County Attorney

cc: Daggett County Clerk Larinda Isaacson
Utah Association of Counties CEO Brandy Grace



Purchase Request Form

Date of Request: 01/21/2026	Date Required: 1/27/2027	Vendor Name: Adorama Inc.		
Requested By: Jesse Platt		Vendor Contact: Howard howardc@adorama.com		
Department Head Approval:		Ship to Address: Daggett County SAR 95N 1st West Manila Utah 84046		
Auditor's Approval (budget purposes only): <i>Howard Deen</i> 1/21/26				
Special Instructions, Quotes, STATE OF UTAH CONTRACT Etc.: # MA4603				
Qty	Item # or Account code	Description	Price Each	Total Price
1	DJIMAVIC3TA	DJI Mavic 3 Enterprise Thermal Drone Bundle	\$6,269.05	\$6,269.05
1	JZSS000601	JZ U#S Speaker & Spotlight System	\$1,099.00	\$1,099.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			TOTAL	\$7,368.05

Account Code	Dollar Amount
PROJECT: SAR MITIGATION (TRT 2026)	\$2,368.05
10.4210.740	\$5,000.00

Commission Approval: _____ Date: _____

Adorama

42 West 18th Street
 New York, NY 10011 800-223-2500
adorama.com
info@adorama.com

QUOTE



2753630

01/21/2026

BILLING ADDRESS:
 DAGGETT COUNTY
 Att: JESSIE PLATT
 P O BOX 219
 MANILA, UT 84046 USA
 (435) 784-3222

SHIPPING ADDRESS:
 DAGGETT COUNTY SEARCH&RESCUE
 Att: 95N 1ST WEST
 0
 MANILA, UT 84046 USA
 (435) 784-3222

Customer No: 21457237
 Customer PO: None
 Terms:

SKU#	Item	Qty	Price	Total
DJIMAVIC3TA	DJI MAVIC 3 THERMAL ADVANCED (NO CARE)	1	6,269.05	6,269.05
Mfg Item#: CB.202509033389				
JZSS000601	2Z U3S SPEAKER & SPOTLIGHT SYSTEM	1	1,099.00	1,099.00
Mfg Item#: JZ.SS.0006.01				
Above item is a special order item				

Thank you for your order.

**This quote was prepared by your sales representative,
 Howard Coopersmith.**

**To place order or for any help, call Howard Coopersmith
 at 800-223-2500 or email at howardc@adorama.com**

To email Customer Service please go to www.adorama.com/email

Sub Total: 7368.05
 Shipping: .00
 Tax: .00
 Quote Total: 7368.05

Any item/s showing as "back-order"?
 An item listed as "back-order" is on order with the supplier and is temporarily out of stock. These items will ship soon. Most backordered items ship within 10 business days. We never charge additional shipping as a result of a back-order. Please feel free to contact us for additional info at www.adorama.com/email.

Note: Please be prudent when throwing away packaging material. It is possible to miss some contents. Checking off contents against the packing list is always a good idea. If something is indeed missing please make a claim within 5 days to be compliant with our policies.

We want to buy your used photo equipment:
 In the last year alone, Adorama spent millions buying 35mm, medium / large-format, scopes, video and digital equipment. Our satisfied customers happily cashed in or traded their equipment and enjoyed our above market value payout. Adorama pays top dollar for individual items, rare pieces, collections and estates. For more information, call 1-800-223-2500 or visit us at www.adorama.com/sell and use our online quoting system.

No Hassle Return Policy:
 We want you to be completely happy with your purchase from Adorama. Please see the general Return/Exchange guidelines and policy posted on our website at www.adorama.com/policy.

Adorama Access
 Ask about Adorama Access. Affordable technical support subscription plans that help you set up and get the most out of your equipment. Online: www.adorama.com/Access or speak to your account manager.

 **LOOKING FOR CASH? WE'VE GOT IT**

We pay top dollar for your used photo & video equipment

To find out the value of your equipment
 online adorama.com/sell by phone 800-223-2500 bring it
 42 W 18 St NYC

Ship Via: UPS Ground Delivery

Salesman 2179 - howard

Printed By: HOWARDC 01/21/26 02:10 PM



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: MA4603

Starting Date: 7/8/2024

Expiration Date: 7/7/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Adorama Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Attachment C has been updated and additional manufactures have been added.

Effective Date of Amendment: Upon all parties' signatures

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

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

CONTRACTOR

Signed by:

A handwritten signature of Greg Farber.

6187706AA74649F...

Contractor's Signature

5/2/2025

Date

Greg Farber

Contractor's Name (Print)

Director of SLED

Title (Print)

STATE OF UTAH

DocuSigned by:

A handwritten signature of the Director of the State of Utah Division of Purchasing.

C38BE9DAC528424...

5/2/2025

Date

Director, State of Utah Division of Purchasing

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Brett Whitelaw	801-957-7149	bwhitelaw@utah.gov	MA4603

Attachment C – Pricing

Contract #MA4603

Effective Date: As stated in Amendment 1

Portfolio Category Award Summary for Adorama

1. Unmanned Aircraft Vehicles	AWARDED
2. Unmanned Aquatic Vehicles	AWARDED
3. Unmanned Ground Vehicles	Not Awarded
4. Accessories	AWARDED
5. Replacement Parts	Not Awarded

Category 1. Unmanned Aircraft Vehicles

Manufacturer	Discount off Price List
DJI Consumer	5%
DJI Enterprise	5%
Wingtra	5%
Skydio	2%
Autel	3%
Inspired Flight	2%
Parrot	2%

Category 2. Unmanned Aquatic Vehicles

Manufacturer	Discount off Price List
Chasing	5%
QySea	5%

Category 4. Accessories

Manufacturer	Discount off Price List
DJI Enterprise	5%
Micasense	5%
GPC Cases	10%
Skydio	5%
Foxfury	2%

Other Services

Training	Minimum discount of 30% off list pricing for SLED. Pricing varies depending on needs. Pricing is accepted upon mutual agreement.
----------	--

Contract # MA4603

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Adorama Inc. _____
 Name _____
 42 West 18th Street 4th Floor _____
 Address _____
 New York NY 10011 _____
 City State Zip _____

LEGAL STATUS OF CONTRACTOR
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Greg Farber Phone #888-216-6700 x2486 Email gref@adorama.com
 Vendor #107887A Commodity Code #25130

2. CONTRACT PORTFOLIO NAME: Enterprise Drones

3. PROCUREMENT: This contract is entered into as a result of Solicitation #NJ24-1.

4. CONTRACT PERIOD: Effective Date: July 8, 2024 Termination Date: July 7, 2029 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.

5. Prompt Payment Discount (if any): None. Price Guarantee Period (if any): 1 year.

6. Administrative Fee, as described in the Solicitation and Attachment A: 0.5%.

7. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods Services, or IT
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Cost Sheet
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.
 IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

CONTRACTOR

DocuSigned by:

Contractor's Signature

Greg Farber

Director of SLED

6/6/2024

Print Name

Title

Date

STATE

DocuSigned by:

Director, Division of Purchasing

6/10/2024

Date

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS
STATE OF UTAH COOPERATIVE INFORMATION TECHNOLOGY CONTRACT

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at <https://dts.utah.gov/policies>. All other policies and codes of conduct are available upon request.

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.
- b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.
- c. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.
- d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
- e. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).
- f. "Contract Signature Page(s)" means the cover page that the Division and Contractor sign.
- g. "Contractor" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.
- h. "Custom Deliverables" means the product that Contractor is required to design, develop, or customize and deliver to the Eligible User as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the Eligible User. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.
- i. "Data Breach" means the unauthorized access or acquisition of State Data that compromises the security, confidentiality, or integrity of State Data.
- j. "Division" means the State of Utah Division of Purchasing.
- k. "DTS" means the Utah Department of Technology Services.
- l. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
- m. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.
- n. "Good" means any deliverable not classified as a Custom Deliverable or Service.
- o. "Intellectual Property Rights" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
- p. "Non-Public Data" means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.
- q. "Protected Health Information" (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.
- r. "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
- s. "Security Incident" means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data.
- t. "Services" means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

- u. "Solicitation" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
- v. "State Data" means all Confidential Information and Non-Public Data that is created, controlled, maintained, owned, or in any way originating with the State of Utah or Eligible User regardless of where such data or output is stored or maintained.
- w. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- x. "Subcontractors" includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

2. ESSENTIAL PROVISIONS:

- a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.
- c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.
- d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.
- e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.
- f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.
- g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract.
- i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.
- j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

- k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The Eligible User's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the Eligible User of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.
- m. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.
- n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be

returned to the Contractor for correction.

3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 - 1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
 - 2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
 - 3) Contractor's failure to comply with this section will be considered a material breach of this Contract.
- 4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.
6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for the Division, the Eligible users, or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.
7. **CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access to Secure State Facilities, State Data, or Technology. Contractor or the applicable employee shall provide Eligible Users with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at Eligible User's expense. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities, State Data, or Technology must be fingerprinted by the Eligible User or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. Eligible Users may conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. Eligible Users may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. (DTS Policy 2000-0014 Background Investigations)
8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)
10. **INDEMNITY AND LIABILITY**
 - a. **Indemnity Clause:** Contractor shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act, omission or negligence of Contractor, its agents, employees, officers, partners, and Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage due to the fault of the Division, the Eligible User, or the State of Utah. Any limitations of the Contractor's liability will not apply to injuries to persons, including death, or to damages to property.

b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah ("the Act", Utah Code §§63G-7-101 to 904, as amended), the Division and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of the Division, Eligible Users, or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of the Division or the Eligible Users in the performance of the Division's or the Eligible User's obligations under this Contract.

c. **Intellectual Property Indemnification:** Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

Contractor will release, indemnify, and hold the Division, the Eligible Users, and the State of Utah harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless the Division, the Eligible Users, and the State of Utah for any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, the Eligible Users shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section.

11. HARDWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS". CONTRACTOR WARRANTS ALL HARDWARE PORTIONS OF ANY GOOD OR CUSTOM DELIVERABLE THAT IT DIRECTLY OR INDIRECTLY PROVIDES FOR A PERIOD OF ONE YEAR. ALL WARRANTIES GRANTED TO THE DIVISION AND ELIGIBLE USERS BY THE UNIFORM COMMERCIAL CODE OF THE STATE OF UTAH APPLY TO THIS CONTRACT. PRODUCT LIABILITY DISCLAIMERS AND/OR WARRANTY DISCLAIMERS FROM CONTRACTOR OR ITS SUPPLIERS ARE REJECTED. CONTRACTOR WARRANTS THAT THE HARDWARE: (A) WILL PERFORM AS SPECIFIED IN THE RESPONSE; (B) WILL LIVE UP TO ALL SPECIFIC CLAIMS LISTED IN THE RESPONSE; (C) WILL BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH THE HARDWARE IS USED; (D) WILL BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE DIVISION HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE DIVISION ABOUT THE HARDWARE IN THE RESPONSE; (E) THE HARDWARE HAS BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (F) IS FREE OF SIGNIFICANT DEFECTS.

12. SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS". CONTRACTOR WARRANTS FOR A PERIOD OF NINETY DAYS FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE RESPONSE; (B) BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH SUCH GOODS AND CUSTOM DELIVERABLES ARE USED; (C) BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE ELIGIBLE USER HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE STATE ABOUT THE GOODS OR CUSTOM DELIVERABLES; (D) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (E) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE THE ELIGIBLE USER WITH BUG FIXES, INCLUDING INFORMING THE ELIGIBLE USERS OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE.

13. WARRANTY REMEDIES: Upon breach of warranty, Contractor will repair or replace (at no charge to the Eligible User) the nonconforming Goods or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. These remedies are in addition to any other remedies provided by law or equity.

14. UPDATES AND UPGRADES: Contractor grants to the Eligible User a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. The Eligible User reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.

15. BUG FIXING AND REMOTE DIAGNOSTICS: Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If the Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of the Contract.

16. TECHNICAL SUPPORT AND MAINTENANCE: If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to the Eligible User in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when the Eligible User makes technical support or maintenance requests.

17. PHYSICAL DELIVERY: All non-electronic deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the Eligible User to Contractor when providing quotes to the Eligible User. Invoices listing freight charges that were not identified in the quote will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User except as to latent defects, fraud, and Contractor's warranty obligations.

18. ELECTRONIC DELIVERY: Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.

19. ACCEPTANCE PERIOD: A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract and Solicitation ("Defects"), the Eligible User shall within thirty (30) calendar days of the delivery date ("Acceptance Period") notify Contractor in writing of the Defects. Upon receiving notice, Contractor shall use reasonable efforts to correct the Defects within fourteen (14) calendar days ("Cure Period"). The Eligible User's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period, whichever is later.

If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the Eligible User may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the Eligible User; or (c) continue the Cure Period for an additional time period agreed upon by the Eligible User and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the replacement products. No products shall be deemed accepted and no invoices shall be paid until acceptance. The warranty period will begin upon the end of the Acceptance Period.

20. SECURE PROTECTION AND HANDLING OF STATE DATA: If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:

- a. **Network Security:** Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:
 - 1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
 - 2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
 - 3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by the Eligible User in writing.
- b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request (*DTS Policy 5000-0002*). These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements.
- c. **State Data Transmission:** Contractor shall ensure all transmission or exchange of system application data with the Eligible User and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).
- d. **State Data Storage:** All State Data will be stored and maintained in data centers in the United States. No State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.
- e. **Access:** Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.
- f. **State Data Encryption:** Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.
- g. **Password Protection:** Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection.
- h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.
- i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User.
- j. **State Data Destruction:** Upon expiration or termination of this Contract, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. The Eligible User's written directive may require that certain data be preserved in accordance with applicable law.
- k. **Services Shall Be Performed Within United States:** ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.
- l. **User Support:** Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

21. SECURITY INCIDENT OR DATA BREACH NOTIFICATION: Contractor shall immediately inform the Eligible User of any Security Incident or Data Breach. It is within the Eligible User's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.

- a. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.
- b. **Security Incident Reporting Requirements:** Contractor shall promptly report a Security Incident to the Eligible User.
- c. **Breach Reporting Requirements:** As required by Utah Code 13-44-202 or any other law, Contractor shall immediately notify the Eligible User of a Data Breach that affects the security of State Data.

22. **DATA BREACH RESPONSIBILITIES:** Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification (*DTS Policy 5000-0002 Enterprise Information Security Policy*). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor is responsible for all notification and remedial costs and damages.

23. **STATE INFORMATION TECHNOLOGY POLICIES:** If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:

- a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
- b. **DTS policy 4000-0002, Enterprise Password Standards Policy:** A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.
- c. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
- d. **DTS Policy 4000-0004, Change Management Policy:** Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

24. **CONFIDENTIALITY:** This section does not apply to records where disclosure is regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

Each party will: (a) limit disclosure of any such information 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 Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information 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 (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

This duty of confidentiality shall be ongoing and survive the Contract Period.

25. **Reserved**

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to the Eligible User. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to the Eligible User, subject to the following:

- a. Contractor has received payment for the Custom Deliverables,
- b. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables.
- c. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by the Eligible User.

Contractor shall grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for the Eligible User to use the Custom Deliverables.

- 28. LICENSE FOR GOODS:** For the Goods delivered that include Contractor's scripts and code and are not considered Custom Deliverables, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and, without the right to sublicense, for the Eligible User's internal business operation under this Contract
- 29. OWNERSHIP, PROTECTION, AND USE OF RECORDS:** The Eligible User shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by the Eligible User in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by the Eligible User in performance of this Contract without the express written consent of the Eligible User.
- 30. OWNERSHIP, PROTECTION, AND USE OF DATA:** The Eligible User shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public Data without prior written permission from the Eligible User.
- 31. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to 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 Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.
- 32. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All documents and data pertaining to work required by this Contract will be the property of the Eligible User, and must be delivered to the Eligible User within thirty (30) working days after termination or expiration of this Contract, and without restriction or limitation to their future use. Any State Data returned under this section must either be in the format as originally provided, in a format that is readily usable by the Eligible User, or formatted in a way that it can be used. The costs for returning documents and data to the Eligible User are included in this Contract.
- 33. ORDERING AND INVOICING:** For State of Utah Executive Branch Agencies, a purchase order must be sent to the Contractor by DTS prior to any work being initiated, product shipped, or invoices cut under this contract. All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.

34. PAYMENT AND NOTICE:

- a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.
- b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not pay electronic payment fees of any kind.
- c. Any written protest of the final contract payment must be filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
- d. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.

35. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

d. Other insurance policies specified in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.

Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination.

36. ADDITIONAL INSURANCE REQUIREMENTS:

- a. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.
- b. Any other insurance policies described or referenced in the Solicitation for this Contract.
- c. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, Utah, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.
- d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

37. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.

38. TERMINATION: This Contract may be terminated for cause by either party upon written notice being given by the other party. The party in violation will be given ten (10) calendar days, or as otherwise agreed upon in writing, after notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience) by the Division, upon thirty (30) calendar days written termination notice being given to the Contractor. The Division and the Contractor may agree to terminate this Contract, in whole or in part, at any time by mutual written agreement.

Contractor shall be compensated for the Services properly performed and goods properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible User, or the State of Utah is limited to payment for all work properly performed as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt and verification of documented evidence of those terminated contracts.

39. TERMINATION UPON DEFAULT: In the event this Contract is terminated for default by Contractor, the Division may procure Goods, Custom Deliverables, or Services similar to those terminated, and Contractor shall be liable to the Division for any and all cover costs and damages.

40. SUSPENSION OF WORK: The Division may suspend Contractor's responsibilities under this Contract without terminating this Contract by issuing a written notice. Contractor's responsibilities may then be reinstated upon written notice from the Division.

41. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract for nonperformance of contractual requirements or a material breach of any term or condition of this Contract. The Division will issue a written notice of default and may provide a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may exercise any remedy provided by law; terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are listed in the contract; (d) suspend or debar Contractor from receiving future solicitations; or (e) demand a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed.

42. FORCE MAJEURE: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control. The Division may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

43. CONFLICT OF TERMS: Contractor terms and conditions must be attached to this Contract. No other terms and conditions will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) This Attachment A; (b) the Division's Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

44. SURVIVORSHIP: The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

45. RELEVANT STATE AND FEDERAL LAWS

- a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.

- b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Procurement Code, as amended).
- c. **Contact Information:** Per Utah Code §§63G-6a-110 and 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.
- d. **Employment Practices:** Contractor shall abide by the following employment laws: (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 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
- e. **Compliance with Accessibility Standards:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

46. RIGHT TO MONITOR PERFORMANCE AND AUDIT

- a. **Audit:** Contractor shall, upon written notification permit the Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards.
- b. **Monitor Performance:** The Division and Eligible Users reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

47. TIME IS OF THE ESSENCE: The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.

48. STANDARD OF CARE: For Services of Contractor which require licenses and certifications, such Services shall 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 Contract.

49. LARGE VOLUME DISCOUNT PRICING: Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

50. ELIGIBLE USER PARTICIPATION: Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

51. INDIVIDUAL CUSTOMERS: Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

52. QUANTITY ESTIMATES: The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

53. ORDERING: Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

54. REPORTS AND FEES:

- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
- b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the

associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

55. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

56. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision Date: 7/20/2023)

Attachment B Scope of Work Enterprise Drones

1. Purpose

The purpose of this contract is to provide Enterprise Drones, including a comprehensive range of enterprise Unmanned Vehicle Solutions (UVS), encompassing Unmanned Aircraft Systems (UAS), Unmanned Aquatic Vehicles (UAV), or Unmanned Ground Vehicles (UGV), along with related services, and accessories for Enterprise Drones to Eligible Users in the entire State of Utah.

During the term of an awarded contract, the contract may be amended to incorporate new technology or technology upgrades. This includes new or upgraded systems, apparatuses, modules, components or other supplementary items, to the extent that those products are within the scope of this contract.

2. Scope of Work

All Unmanned Vehicle Systems and accessories must meet Federal and Local regulations where applicable.

2.1 Functionality

- i. Remote sensing and data collection
- ii. Imaging and reconnaissance
- iii. Surveying and mapping
- iv. Monitoring and inspection
- v. Surveillance and reconnaissance
- vi. Specialized sensor deployments
- vii. Mobility platforms capable of operating in different terrains and conditions

2.2 Unmanned Vehicle Solutions (UVS) Equipment

- i. Sensor payloads adaptable to various environments
- ii. Imaging systems for diverse data capture needs (such as LiDAR, Thermal, or Multi-spectral Imagery)
- iii. Communication and control systems for remote operation
- iv. Remote identification modules
- v. Accessories as required per federal and local requirements for device operation

2.3 Deliverables

- i. Brand-new, unused products
- ii. Establish ongoing support for procured products throughout their lifecycle

2.4 Ordering

- i. Eligible Users will order directly from awarded contractor using a best value determination. Running an additional procurement is not required, but is allowable as a part of an Eligible Users best value determination. Eligible Users do not need the Division of Purchasing to be involved with purchases from these contracts. Eligible users must submit a scope of work or itemized list with delivery date requirements.

2.5 Delivery Requirements

- i. Communicate lead times, delivery dates, and shipping charges clearly to the eligible user before placing orders.
- ii. Standard shipping/delivery charges must be included in the price quoted to eligible user. In the event of an emergency or rush delivery because of a contractor error, the contractor must pay for shipping and handling costs.

2.6 Pricing

- i. The pricing for this contract is determined by applying a percentage discount to the contractor's price list/catalog.
- ii. The percentage off as listed in Attachment C will apply to all products offered under the price list/catalog

2.7 Returns and Warranty

- i. The Eligible User and the contractor must agree upon a reasonable period for repairing or replacing products that require warranty service.
- ii. Contractor must ensure all products meet all safety standards and regulations. Contractor also must communicate all recalls with client immediately.

Attachment C Cost Sheet

Enterprise Drones

Adorama

Award by Category	Adorama
1. Unmanned Aircraft Vehicles	X
2. Unmanned Aquatic Vehicles	X
3. Unmanned Ground Vehicles	
4. Accessories	X
5. Replacement Parts	

Category 1: Unmanned Aircraft Vehicles

Manufacturer	Discount off of Price List
DJI Consumer	5.00%
DJI Enterprise	0.00%
Wingtra	5.00%

Category 2: Unmanned Aquatic Vehicles

Manufacturer	Discount off of Price List
Chasing	5.00%
QySea	5.00%

Category 4: Accessories

Manufacturer	Discount off of Price List
DJI Enterprise	0.00%
Micasense	5.00%
GPC Cases	10.00%

Add-On Services

Add-On Service	Rate for Service
Training	Hourly/Daily Rates > 30% Discount from List for SLED

NextRequest **-Executive Summary-**

NextRequest is a modern public-records management platform that helps government agencies streamline how they receive, track, and fulfill GRAMA Requests. Designed for the complex operational and legal requirements of compliance, NextRequest centralizes workflows, automates routine tasks, and reduces the administrative burden on staff while improving the citizen experience.

Agencies across the country face increasing volumes of GRAMA Requests, heightened expectations for timely disclosure, and growing legal risks associated with missed deadlines or inconsistent practices. NextRequest solves these challenges by providing an intuitive, cloud-based system that standardizes processes from intake to fulfillment. The platform enables multi-department collaboration, secure communication, and audit-ready documentation, ensuring agencies stay compliant with state and local transparency laws.

Key capabilities include automated request routing, customizable workflows, real-time status tracking, integrated redaction tools, and proactive publication of frequently requested records. These features empower governments to work more efficiently, reduce errors, and minimize reliance on manual systems such as email, spreadsheets, or paper files.

NextRequest also offers powerful analytics and reporting tools that help agencies understand workload trends, improve performance, and justify staffing or resource needs. Citizens benefit from a transparent, user-friendly portal that provides consistent communication and access to public information.

As a CivicPlus product, NextRequest aligns with a broader ecosystem of digital government solutions, enabling seamless integration with websites, engagement tools, and enterprise systems. This creates a unified, efficient, and citizen-centric approach to government operations.

Overall, NextRequest empowers agencies to meet rising public expectations for transparency and accessibility while protecting staff time, reducing legal exposure, and supporting mission-critical compliance.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work
Q-115497-1
Date: 1/21/2026 4:49 PM
Expires On: 1/30/2026

Client:
Daggett County, UT

Bill To:
DAGGETT COUNTY, UTAH

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Josh Taylor	984-664-1626	josh.taylor@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -3,324.30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions	USD 1,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features	USD 9,498.00

List Price - Initial Term Total	USD 10,998.00
Total Investment - Initial Term	USD 7,673.70

Annual Recurring Services (Subject to Uplift)	USD 9,498.00
Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-115497-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):

Organization Legal Name:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus

By (please sign):



Standard Package

Valid for 60 days from date of receipt

Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

Our Portfolio Includes:

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Mass Notification
- Social Media Archiving
- NextRequest
- Recreation Management
- SeeClickFix 311 CRM
- Municode Codification
- Process Automation and Digital Services
- Community Development
- Asset Management
- Utility Billing
- Resident Portal

Company Contact Information

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com



Experience & Recognition

25+ Years

10,000+ Customers

950+ Employees

With public service in our DNA, our 25-year heritage of success is fueled by the expertise of our product innovators—many of whom served in local government. Our commitment to deliver impactful solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

We're proud to be recognized in various ways for our dedication and service to our customers.

- Winner of multiple Stevie® Awards, the world's top honors for customer service, sales professionals, and more.
- Designated a top-100 U.S. company by Government Technology magazine for making a difference in the public sector.
- Selected by Inc. Magazine as "One of the Fastest Growing Privately-Held Companies in the U.S." each year since 2011.
- Certified™ by Great Place To Work®, which is a prestigious award is based entirely on what current employees say about their working experience.



The Best-Run Local Governments Run on CivicPlus Technology

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services. However, they struggle with budget cutbacks and technology constraints. With CivicPlus, leaders can finally overcome the perpetual trade-off between the demand for better services and the realities of operational resources, by leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

CivicPlus is the only government technology company exclusively committed to being a trusted partner for impact-led government, enabling our customers to efficiently keep our communities informed, involved, and connected using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, our customers increase revenue and operate more efficiently while nurturing trust among residents.



civicplus.com

The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign-on for friction-free, no-hassle services. With CivicPlus your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.



IMPACT-LED GOVERNMENT

Impact-led government aims to create lasting community change by improving and modernizing processes with automation, collaboration, and data insights. This approach helps staff work efficiently and makes services more accessible, addressing needs proactively. Our Civic Impact Platform is guided by five core principles:

1. **Modernize and connect every function:** Work better together through intelligent automation, efficiency, and stronger collaboration.
2. **Deliver a singular, personalized resident experience:** Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. **Supercharge staff impact:** Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. **Strengthen compliance, accessibility, and readiness:** Forward-thinking best practices and continuous adaptation.
5. **Consolidate on a comprehensive, purpose-built platform:** Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.



NextRequest History

NextRequest was founded with a singular vision: to transform how public agencies handle records requests. Born out of Code for America, a national nonprofit dedicated to improving government services through technology, NextRequest was purpose-built as a specialized solution to streamline the public records process. Our founders understood that transparency and accessibility are fundamental to building trust between government and residents, but that existing systems were outdated, inefficient, and often frustrating for both requesters and staff.

With a deep commitment to efficiency, compliance, and transparency, NextRequest has grown into the leading platform for automating and managing public records requests. We've tailored our solution to meet the unique needs of government agencies, with a focus on simplifying workflows, improving user experiences, and ensuring regulatory compliance.

Now a part of CivicPlus, NextRequest continues to innovate within the public sector, offering a flexible and scalable solution that helps agencies at all levels better serve their communities and fulfill public records laws with confidence.



NextRequest at a Glance



Serious About Security

SOC 2 Type II Audit, AES-256 encryption, and more



Batch Redaction

Draft redaction, bulk redaction, and more



Experts in Record Requests

Records requests software is all we do



FOIA-Specific Customer Service

All customers assigned a Customer Support Specialist



950+ Customers

And growing fast



Customers Love Us

Check out our glowing Capterra & G2Crowd reviews

“The batch redaction tool is life-changing.”

Robby Conteras, National City, CA



civicplus.com

Standard Plan Overview

Licensing

- Unlimited Staff Users
- Unlimited Departments
- 10 Admin-Publisher Users
- 2 TB Storage

Resident-Facing Public Portal

- Unlimited Updates
- Customizable Request Form
- Real-Time Request Diversion Alerts
- Agency-Specific URL
- Optional Request and Record Publishing

Workflows & Automation

- Due Date Calculation, Reminders, and Status Indicators
- Departmental Routing and Point of Contact Automation
- Automated Request Acknowledgment and Updates
- Task Assignment, Tracking, and Reminders
- Unlimited Message Templates
- Timeline Audit Trail, Email and Record Monitoring
- Support Any File Size or Type

Review & Redaction with Unlimited

Users

- Basic Redaction and RapidReview Module
- Custom Exemption List and Automated Log
- Custom Redaction Patterns

Invoicing & Payments

- Unlimited Invoicing Templates
- Time Tracking and Cost Calculation
- Integration for Online Credit Card Payments (+)

Tracking & Reporting

- Automated Reporting
- Administrative Dashboard
- Customizable Reports

IT & Compliance

- Automated Retention Scheduling
- CivicPlus SSO Integration
- SOC 2 Type II Audit
- CJIS Attestation Available
- HIPAA Compliance Available with BAA
- Custom IdP SSO (+)
- Risk Module (+)

Support

- In-App Chat, Phone, and Email Support
- 24/7 Help Center Access



Plan Details

ADMINISTRATIVE TOOLS

- Unlimited updates to branding and public portal settings
- Configurable due date calculation, with a custom holiday calendar and configurable reminders
- Configurable departments with associated staff and staff backups
- Automatic request routing to predefined user groups or departments
- User-configurable email alert preferences
- User-configurable templates for acknowledgment, messages, and closure reasons
- Customizable tags to categorize requests



PERMISSIONS & VISIBILITY

- Role-based permissions to allow controlled access to specific feature sets
- Default request visibility settings to ensure consistent internal visibility
- Change the visibility of a request in two clicks to make it more restricted

REQUESTER & PUBLIC ACCESS

- Requesters are not required to create an account, no roadblocks to transparency
- Choose whether to make a request public or only available to the requester
- Records can be viewed in application or downloaded in two clicks
- Record availability and hosting is dependent on your retention schedule
- Supports any file type, including PDF, email extracts, audio, video, etc.

CUSTOM FORMS

- Staff can customize request forms to allow requesters to select a department and provide additional information with custom fields
- Add tips, FAQs, T&C's, etc. to make the process more accessible and easier to understand for requesters
- Allow requesters to upload documents if required
- Staff can manually enter a request if it is received in another format and notate such (fax, mail, phone, etc.)

NEXT REQUEST BY THE NUMBERS

2M+ Requests Fulfilled
20M+ Documents Processed

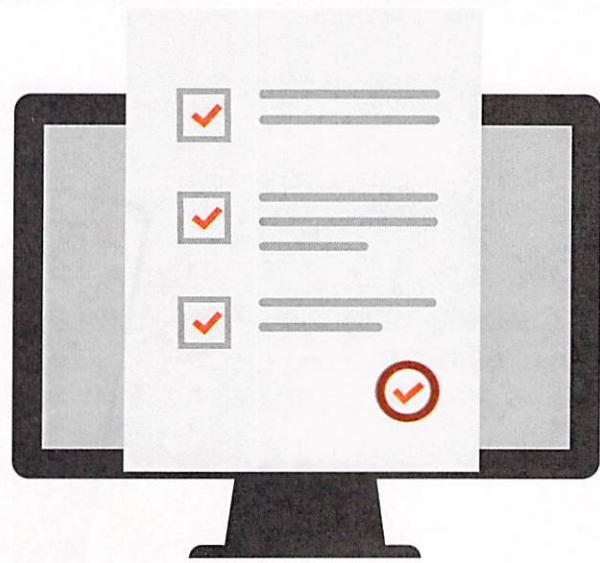


REQUEST DIVERSION

- In seconds, create real-time keyword alerts that trigger pop-up messages for requesters
- Redirect requesters to existing information online, provide additional tips, or proactively redirect them to the correct agency
- Allow requesters to review and reference past requests and documents to reduce duplicate requests

COMPLIANCE ENABLEMENT

- Automatic email notifications for requests that are “overdue”, “due tomorrow” and “due soon”
- Automatic status indicators show which requests are overdue, due soon, paused, etc.
- Task reminders are separate from due date reminders to ensure all steps are completed in a timeline manner
- Automated request acknowledgment to help satisfy legal requirements
- Timeline tracking of each request provides an audit trail for accountability and legal protection
- Provide additional documentation to your Timeline with custom notes
- Track if a requester has viewed a message, or viewed or downloaded released records
- Retention scheduling ensures requests and records are not kept longer than legally required
- Email bridge allows users to send messages via email without logging into the application, while still being tracked



BASIC REDACTION

- Redact manually with rectangles and highlighters, or search for text or patterns
- Custom exemption list and custom redaction patterns
- Automatically generated redaction log for transparency and compliance
- Automatically generates both redacted and original versions of your documents

RAPIDREVIEW MODULE

- All the functions of the Basic Redaction tool plus...
- Extract PST and MSG files for review, with email deduplication
- Efficiently review large amounts of documents and emails in context and create review workflows
- True Batch Redaction to handle hundreds of records at once, with all redactions autosaved as draft so you never lose your work
- Collaborate on redactions before finalization and release
- Take batch actions on records to move, delete, release, or zip hundreds of records at once
- Optical character recognition (OCR) available to help decipher the text on scanned documents

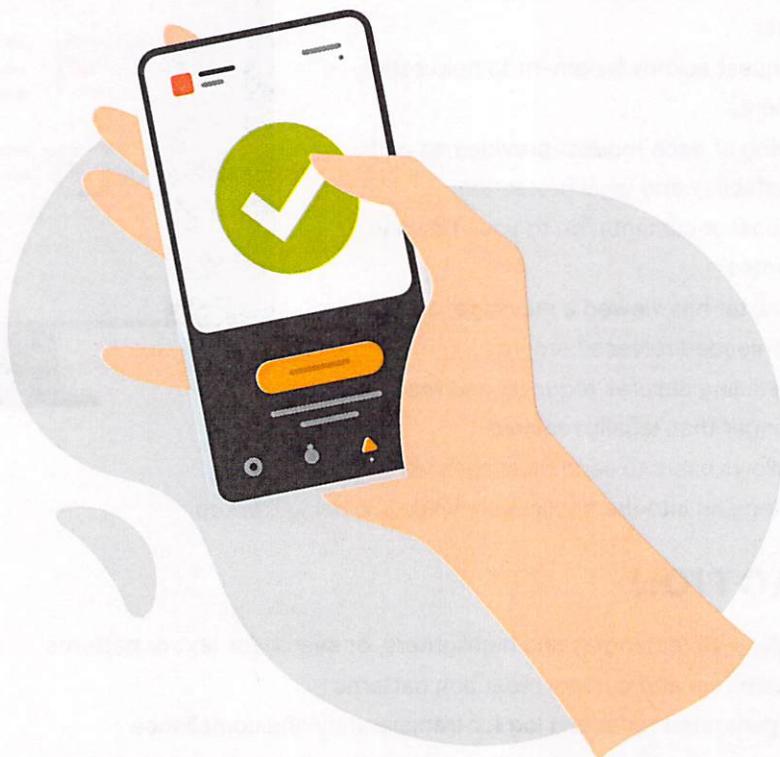


COST, INVOICING, AND PAYMENTS

- Track staff time per request with automated cost calculation
- Send and track invoices, with option to receive payments online via credit card (PCI compliant)
- Create unlimited invoicing templates for different fees

TRACKING AND REPORTING

- Automated reports that showcase request volume, average fulfillment, departmental breakdown and more
- The Administrative Dashboard provides quick insight to overall status and performance
- Run custom reports based on numerous request variables



Our records request software empowers organizations to collaborate remotely and asynchronously.

Implementation (Virtual Only)

Standard Plan Overview

The success of your onboarding is a priority to CivicPlus. Over the course of four stages, we'll work with you to:

Configure the portal to match your agency's process for responding to public records requests and set up agency-specific information such as:

- Users and Departments
- Message Templates
- Instructions for the Requester
- Tags

Train users on how to manage and respond to public records requests. All training is recorded, so you can rewatch and share it at any time or join any of our ongoing bi-weekly virtual training webinars.

- One Admin training with a Launch Manager for those administering the portal
- One Staff training via Webinar for staff users responding to records requests

Keys to a Successful Rollout

Designate a Primary Contact

Choosing someone who is involved in responding to public records requests frequently is ideal.



Clearly Map Out Processes

This is a vital step. Mapping out current processes as well as desired changes is the foundation of a great rollout.

Set Training Dates Early

This will help ensure maximum attendance for your Admin & Staff trainings.



Standard Project Timeline

A typical Standard NextRequest onboarding rollout takes ~8-12 weeks.

STAGE 1	Week 1	Key Stakeholders	Process Mapping: Fill out customer success plan, gather information, and add users, departments, and portal images.
STAGE 2	Week 2	Key Stakeholders	Kickoff Call: 30-60 minute meeting to outline the onboarding and training process as well as set a Go Live date.
	Weeks 2-3	Portal Admins	Gather Info for Portal: Finalize users and departments list. Update templates, alerts, tags, and custom text.
STAGE 3	Week 4	Portal Admins	Admin Training: 60-90 minute meeting for users who will be administering the portal and managing records requests as an Admin.
	Week 6	All Staff Users	Staff Training: 60 minute training for staff who will be responding to record requests within the portal. Note: This staff training is via webinar only.
STAGE 4	Week 7	Communication Team	Go Live: Your agency's portal is now live and available to the public.
	Weeks 8-12	Portal Owner(s)	Check-in Review: Compare the first month of NextRequest usage against 30-day success goals and how you are using NextRequest.

OUR PROMISE TO YOU

Our team is dedicated to giving you the best experience in customer support. If your team changes, if your process changes, or if your agency evolves we're here to help you transition and get you back on track.



Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. NextRequest's dedicated support team is available 8 a.m. – 5 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of your solution.

CivicPlus Technical Support will provide a toll-free number, chat, and an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Support at a Glance

- Dedicated NextRequest technical support 8 a.m. – 5 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and chat
- 4-hour initial response during business hours
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

AWARD-WINNING



CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

CONTINUING PARTNERSHIP

We won't disappear after your portal is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.



Hosting & Security

INFRASTRUCTURE

Application Security – NextRequest servers and databases are hosted on Amazon Web Services. All data is hosted in the United States.

Storage Security – Customer image assets and documents are stored in Amazon S3.

Backups – Your data is backed up daily, weekly, and monthly.

Redundancy – We maintain redundancy to prevent single points of failure, are able to replace failed components, and utilize multiple data centers designed for resiliency.

Disaster Recovery – We have a step-by-step plan in place to take precautions and minimize the effects of a disaster.

COMPLIANCE

SOC 2 Type II Audit – NextRequest has successfully completed a SOC 2 Type II audit.

Accessibility – NextRequest product is compliant with both WCAG 2.1, Level A and Level AA and also compliant with WCAG 2.2, Level A and Level AA

CJIS – NextRequest enables agency Criminal Justice Information Services (CJIS) compliance by mapping features and the organization to CJIS security controls.

Encryption – All data is encrypted at rest using AES-256 and in transit using TLS v1.2. Documents can only be accessed through a valid token that expires. For data, we encrypt in transit using TLS 1.2 and AES-256 at rest.

Codebase – The NextRequest codebase is built on the latest version of Ruby and Ruby on Rails. Changes are made to repositories via GitHub Pull Requests (PRs).

HTTPS & SSL – All web requests between web clients and NextRequest are secured by TLS version 1.2.

Monitoring – Standard application logs are collected daily and weekly. Individual user access is logged within the application and kept in application logs. System status reports are available 24/7 here: <https://bit.ly/2YGxhbZ>

Security Updates – NextRequest's architecture allows security updates to be made to all customers in real-time, preventing delays in the patching of security vulnerabilities.

Data Destruction – At the request of a customer, we will expunge all customer data from NextRequest servers.

ADDITIONAL INFORMATION

Updates & Patches – NextRequest uses a software-as-a-service (SaaS) delivery model. This means customers are always using the most up-to-date version of the application and don't have to wait for new releases, including security updates. Development is conducted on a 2-week cycle.

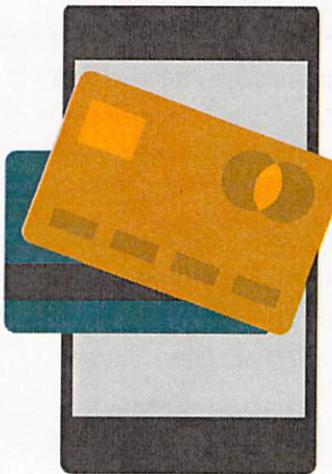
Single Sign-On (SSO) – NextRequest can add SSO integrations including Active Directory and OAuth to improve password security and access controls across the enterprise organization.

Password Standards – We enforce strong passwords based on the NIST 800-63B guidelines.

Browser Compatibility – NextRequest is optimized for Chrome but works with IE11 and up and other modern web browsers.



Optional Add-Ons



Credit Card Processing

To enhance your customer experience, CivicPlus integrates with a limited number of external payment processors to provide secure, PCI-compliant payment processing.

If utilizing a partnered external processor, CivicPlus can assist you with the facilitation, set-up, support, and troubleshooting services. In addition to our partner network, CivicPlus maintains integrations with additional external processors, in a more limited fashion, to assist you in implementing a successful system. Additional details on our supported external processor network is available upon request.

To utilize any of the integrated external processor, an agreement will need to be executed directly between you and the vendor that will assess separate merchant account and transaction fees. Use of an external processor may be subject to additional CivicPlus fees to maintain these solutions. Additional information can be provided upon request.

Because EMV devices are encrypted specifically for individual payment processors, you'll need to procure any required devices directly from your selected external processor for either purchase or rent. We are happy to assist in your procurement of such devices.

Risk Module

- Personally Identifiable Information, like full names, phone numbers, SSNs, mailing addresses, passport numbers, and much more
- Credentials, including many common API and encryption keys
- Financial Information, like credit card and bank account numbers
- Personal Health Information, including identification numbers associated with health insurance, prescription drugs, and medical devices
- An extra layer of security to help keep track of how many documents have been reviewed and understand their 'Risk Level' on a scale from Low to High, based on the information identified



Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. Subject to the terms of the final controlling agreement, CivicPlus requires its standard Master Services and Solutions and Service Terms to be incorporated and linked in the final agreement. For reference, the CivicPlus standard Master Services and Solutions and Service Terms can be found online at civicplus.help/docs/civicplus-legal-stuff. We look forward to developing a mutually beneficial contract.



Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

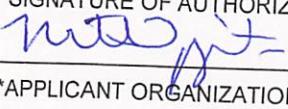
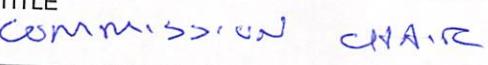
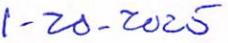
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

*SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		*TITLE 
*APPLICANT ORGANIZATION Daggett County		*DATE SUBMITTED 

Fraud Risk Assessment

Continued

*Total Points Earned: ____/395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?		5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?		20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?		20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?		20

*Entity Name: Daggett County

*Completed for Fiscal Year Ending: 12/31/2025 *Completion Date: _____

*CAO Name: Matt Tippets *CFO Name: Keri Pallesen

*CAO Signature: _____ *CFO Signature: _____

*Required