

**COMMISSION MEETING
PACKET**

DATE:

August 25, 2026

NOTICE AND AGENDA OF A MEETING OF THE KANE COUNTY COMMISSION

PUBLIC NOTICE IS HEREBY GIVEN that the Commissioners of Kane County, State of Utah, will hold a **Commission Meeting** in the Commission Chambers at the Kane County Courthouse, 76 N. Main Street, Kanab, Utah on **Tuesday, August 25, 2026** at the hour of **10:00 A.M.**

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

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

CALL MEETING TO ORDER

WELCOME

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT:

CONSENT AGENDA:

Check Edit Report: August 5, 2026-\$697,496.93, August 12, 2026-\$200,235.84 and August 19, 2026-\$480,866.37

Approval of: Commission Meeting Minutes for August 4, 2026

REGULAR SESSION:

1. Recognition of JT Button as Kane County Cowboy of the Year / Full Commission
2. Discuss/Vote on \$5,000 of Governor's Office of Economic Development's Rural County Development Grant Being Allocated to Kane County Farm Bureau for Workforce Development, Recruitment, Education and Training / Commissioner Meyeres
3. Discuss/Vote on Kane County Ordinance No. O 2026-21 An Ordinance Revising Kane County Building Codes and Regulations 8-1-3 and the Land Use Ordinance Title 9 Chapter 21 Subdivision Regulations 9-21B-1 and 9-21K-3 Rural Unimproved Split Applications of Kane County / Commissioner Brown
4. Discuss/Vote on Kane County Ordinance No. O 2026-22 An Ordinance Revising Kane County Land Use Ordinance Title 9 Chapter 6 Residential Regulations Article E Recreational Vehicle Regulations Within Residential Zones. Changes to be Contemplated

Include How Many RVs are Allowed in Lots, for How Long, and What Process to Follow for Permitting / Commissioner Brown

- 5. Discuss/Accept the 2026 Cooperative Marketing Grant Tier 1 for \$157,200 / Commissioner Kubeja**
- 6. Discuss/Vote on Expenditure of TRT Funds for \$110,000 to the Kane County Water Conservancy District for Bathrooms and Shaded Pavilions at the Jackson Flat Reservoir / Full Commission**
- 7. Discuss/Vote on Five County Association of Governments Area Agency on Aging FY27 Contract / Commissioner Kubeja**
- 8. Review of Legislative Issues / Full Commission**
- 9. Commissioner Report on Assignments / Full Commission**

Closed Session:

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

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

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

CONSENT AGENDA

Approval of:

Check Edit Report: August 5, 2026-\$697,496.93, August 12, 2026-\$200,235.84, and August 19, 2026-\$480,866.37

Commission Meeting Minutes for August 4, 2026

**MINUTES
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
August 4, 2026 at 10:00 AM
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH**

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

Other County Officials in Attendance: Attorney Jeff Stott, Clerk/Auditor Chameill Lamb, Sheriff Tracy Glover, Rhonda Gant, and Shannon McBride

CALL MEETING TO ORDER: Commissioner Brown

WELCOME: Commissioner Brown

INVOCATION: Clerk/Auditor Chameill Lamb

PLEDGE OF ALLEGIANCE: Matthew Fisher

PUBLIC COMMENT:

No public comment.

CONSENT AGENDA:

Check Edit Report: July 15, 2026-\$241,335.09, July 22, 2026-\$284,050.50 and July 29, 2026-\$82,005.24

Approval of: Commission Meeting Minutes for July 14, 2026

Motion to approve the Check Edit Report from July 15, 2026-\$241,335.09, July 22, 2026-\$284,050.50 and July 29, 2026-\$82,005.24 and the Commission Meeting Minutes for July 14, 2026 made by Commissioner Brown and motion carried with all commissioners present voting in favor.

REGULAR SESSION:

1. Recognition of JT Button as Kane County Cowboy of the Year / Commissioner Kubeja

This item will be postponed until the August 25th meeting.

2. Employee Extra Miler Award for Christian Reed / Commissioner Meyeres

The commission recognized Christian Reed with the Extra Miler Award for exceptional IT contributions. Devin explained that unlike many small entities that outsource IT, Christian's in-house work on servers, database replication, and audiovisual systems have saved the county over \$100,000 in upfront costs and thousands in annual maintenance.

3. Discuss/Vote on Land Use Agreement for Appeal Authority Services / Commissioner Brown

Shannon presented a land use agreement for appeal authority services, necessitated because the previous authority, Brian Patterson, was appointed as a judge. A Request for Proposal process yielded one applicant, which was Heath Snow with the law firm Snow Caldwell Beckstrom, and Wilbanks. The firm offered a rate of \$275 per hour.

Motion to accept the Land Use Agreement for Appeal Authority Services with Heath Snow as presented made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye
Commissioner Kubeja-aye
Commissioner Meyeres-aye

4. Review and Acceptance of KCTTAB Recommendations for TRT/TRCCA Expenditures for 2026 / Commissioner Kubeja

Commissioner Kubeja presented recommendations from the Kane County Tourism Tax Advisory Board for 2026. This board is required by state statute to recommend expenditures for tourism-related funds, excluding the portion dedicated to the Office of Tourism's operating and marketing budget. The commission clarified that accepting these recommendations does not constitute an immediate release of funds but serves as a review of the budget, noting that specific project funding may require future public votes. Commissioner Meyeres requested that Search and Rescue be maintained as a line item in future budget presentations to ensure it remains a priority, even if not funded every year.

Motion to accept the recommendations from the Kane County Tax and Tourism Board as presented made by Commissioner Kubeja and motion carried with all commissioners present voting in favor.

Commissioner Brown-aye
Commissioner Kubeja-aye
Commissioner Meyeres-aye

5. Financial Update-Chameill Lamb / Full Commission

Chameill presented a financial update detailing revenues and expenditures for each fund that are up to date.

6. Review of Legislative Issues / Full Commission

Wildland Urban Interface Bill
Preliminary Municipality Bill

7. Commissioner Report on Assignments / Full Commission

Commissioner Brown

- We have filled the full-time position at the senior center
- There is a part-time position for the Care and Share
- There is a position open for a control room operator
- The hoedown is tonight

Commissioner Meyeres

- Yesterday the Kane County Economic Opportunity Board met and shared some of their priorities and hopes for how to spend \$200K we receive every year
- We continue to navigate through what it might look like to support a child care facility coming here to Kane County
- Legislative tour next week on August 11
- Currently there are culvert and drainage improvements occurring on Mountain View Road and similar improvements to portions of Johnson Canyon Road
- We thought we had raised around \$12M for the Coral Pink Sand Dunes Road, but it turns out we have around \$15M-\$16M
- Kelly Stowell has been working with different entities on the State Tourism Mitigation Grant

Commissioner Kubeja

- Attended NACo's Annual Conference in New Orleans
- There are a lot of activities happening right now in Kane County

- The fair and rodeo are coming up

Motion to go into closed session to discuss pending or reasonably imminent litigation made by Commissioner Meyeres and motion carried with all commissioners present voting in favor.

Commissioner Brown called them back into regular session.

Motion to adjourn made by Commissioner Brown and motion carried with all commissioners present voting in favor.

WHERE UPON MEETING WAS ADJOURNED

Gwen Brown Chair

Chameill Lamb Clerk/Auditor

AGENDA ITEMS

ITEM # 1

Recognition of JT Button as Kane County Cowboy of the
Year

ITEM # 2

Discuss/Vote on \$5,000 of Governor's Office of Economic Development's Rural County Development Grant Being Allocated to Kane County Farm Bureau for Workforce Development, Recruitment, Education and Training

Kane County Rural County Grant Program Application

Applicant: Kane County Farm Bureau

Project Title: Kane County Agriculture Promotion and Education Initiative

Grant Request: \$5,000

Project Summary

The Kane County Farm Bureau respectfully requests \$5,000 from the Kane County Rural County Grant Program to support agricultural education, community outreach, and promotion of Kane County's agricultural industry. The project will strengthen the connection between agriculture, local businesses, residents, and visitors while promoting one of Kane County's foundational economic sectors.

Agriculture has played a vital role in Kane County's history and continues to contribute significantly to the local economy through livestock production, farming, agritourism, and the preservation of open spaces. This project will increase public awareness of local agriculture, encourage youth involvement, support agricultural producers, and enhance community events that celebrate Kane County's agricultural heritage.

Project Description

Grant funding will be used to:

- Develop educational displays and exhibits highlighting Kane County agriculture.
- Purchase promotional materials that educate residents and visitors about local farming and ranching.
- Support youth agricultural education and leadership activities.
- Promote agricultural events that attract residents and visitors from throughout southern Utah.
- Improve marketing and outreach efforts that increase participation in agricultural programs and community events.
- Purchase event equipment and materials that enhance educational programming and public engagement.

These activities will strengthen agriculture's visibility while creating additional opportunities for residents and visitors to experience Kane County's rural heritage.

Economic Development Benefits

The project supports Kane County's economic development goals by:

- Promoting agriculture as an important component of the county's economy.
- Increasing visitation to agricultural events and local businesses.
- Supporting local producers and agricultural entrepreneurs.
- Encouraging agritourism opportunities that diversify Kane County's visitor economy.
- Providing educational opportunities that inspire future generations to remain involved in agriculture.
- Strengthening partnerships among agricultural producers, schools, businesses, and community organizations.

Agriculture contributes to the quality of life, open space preservation, and economic sustainability of Kane County. Investing in agricultural promotion helps preserve an industry that benefits both residents and visitors.

Project Timeline

Fall 2026 – Spring 2027

- Purchase educational and promotional materials.
- Develop outreach campaigns.
- Participate in county fairs, community events, and educational activities.
- Conduct youth and public education programs.
- Evaluate project outcomes and prepare final reporting.

Expected Outcomes

This project is expected to:

- Increase awareness of Kane County's agricultural industry among residents and visitors.
- Support local agricultural producers through increased public engagement.
- Expand participation in agricultural education and community events.
- Encourage agritourism and increased visitor spending at local businesses.

- Strengthen partnerships between agriculture, education, tourism, and economic development organizations.

Conclusion: The Kane County Farm Bureau appreciates the Kane County Economic Opportunity Advisory Board's consideration of this request. This investment will help preserve and promote one of Kane County's most important industries while creating new opportunities for education, tourism, community engagement, and economic growth. The project aligns with the goals of the Rural County Grant Program by supporting economic diversification, enhancing community assets, and strengthening the long-term vitality of Kane County.

ITEM # 3

**Discuss/Vote on Kane County Ordinance No. O 2026-21
An Ordinance Revising Kane County Building Codes and
Regulations 8-1-3 and the Land Use Ordinance Title 9
Chapter 21 Subdivision Regulations 9-21B-1 and 9-21K-3
Rural Unimproved Split Applications of Kane County**

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: August 25, 2026

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2026-21

Public Hearing: No

Description: Ordinance 2026-21 / Requirement of Will-Serve Letters / An Ordinance Revising Kane County Building Codes and Regulations 8-1-3 and Title 9 Chapter 21 Subdivision Regulations 9-21B-1 and 9-21K-3 Rural Unimproved Split Applications of Kane County

P&Z voted 5-1 in favor to recommending approval of this ordinance

Attachments: O-2026-21,

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O 2026-21

**AN ORDINANCE REVISING KANE COUNTY BUILDING CODES AND
REGULATIONS 8-1-3 AND THE LAND USE ORDINANCE
TITLE 9 CHAPTER 21 SUBDIVISION REGULATIONS 9-21B-1 and 9-21K-3 RURAL
UNIMPROVED SPLIT APPLICATIONS OF KANE COUNTY**

WHEREAS, the Kane County Planning Commission, after due and legal notice, held a public hearing on August 25, 2026, and forwarded a recommendation to the Kane County Commission regarding this ordinance; and

WHEREAS, the Kane County Commission has reviewed the proposed ordinance, the staff report, the Planning Commission recommendation, and finds the amendment to be in the best interest of the public health safety, and welfare; and

WHEREAS, the statutory authority for this ordinance is found in Utah Code §17-79-503;

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

Section 1. Ordinance Amendment.

Kane County Code Title 8 & 9 Chapter 1 Building Codes and Regulations & Title 9 Chapter 21 Subdivision Regulations is amended to read as follows and Additions to the Ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

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8-1-3 BUILDING PERMIT

G. Before a building permit is issued, the applicant must provide will-serve letters from any service district that provides services to the property in question. If a service district requests the building department to not require a will-serve letter (generally or under specific conditions), then no such letter is required for issuance of the building permit.

9-21B-1 SUBDIVISION CREATION

A. No subdivision shall be created and no lot or parcel shall be subdivided without:

4. Providing will-serve letters from any service district that provides services to the property in question. If a service district requests the land use department to not require a will-serve letter (generally or under specific conditions), then no such letter is required before subdividing.

9-21K-3: AG RURAL UNIMPROVED SPLIT APPLICATION:

Notwithstanding articles A through J of this chapter, the Administrative Land Use Authority may approve an application for an AG rural unimproved split, if the following criteria and requirements are met:

M. Applicant has provided will-serve letters from any service district that provides services to the property in question. If a service district requests the land use department to not require a will-serve letter (generally or under specific conditions), then no such letter is required before subdividing.

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Section 2. Severability.

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

Section 3. Effective Date

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

Section 4. Publication and Notice.

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

End of Ordinance.

ADOPTED this 25th day of August 2026.

Commissioner Brown voted: _____

Commissioner Meyeres voted: _____

Commissioner Kubeja voted: _____

COUNTY:

Kane County, a political subdivision of the State of Utah

By: _____

Gwen Brown

Chair, Kane County Commission

Corporate Acknowledgment

State of Utah

§

County of _____)

On this _____ day of _____, in the year 20____, personally appeared before me
Date Month Year
_____, whose identity is personally known to me (or proven on
Name of document signer
the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the
chair of the Kane County Commission and that said document was signed by him/her in behalf
of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and
also acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(Notary signature & seal)

Notary Printed Name _____

My Commission Expires _____

Residing in _____, County

ITEM # 4

Discuss/Vote on Kane County Ordinance No. O 2026-22 An Ordinance Revising Kane County Land Use Ordinance Title 9 Chapter 6 Residential Regulations Article E Recreational Vehicle Regulations Within Residential Zones. Changes to be Contemplated Include How Many RVs are Allowed in Lots, for How Long, and What Process to Follow for Permitting

KANE COUNTY COMMISSION AGENDA REQUEST

Date of Commission Meeting Requested: August 25, 2026

Dept. /Business Name: Land Use

Topic/Re: Ordinance 2026-22

Public Hearing: No

Description: An Ordinance Revising Kane County Land Use
Ordinance Title 9 Chapter 6 Residential Regulations Article E
Recreational Vehicle Regulations Within Residential Zones.

P&Z voted 4-2 in favor of recommending approval of this ordinance

Attachments: O-2026-22,

Dept. Head/Owner: Shannon McBride

Contact Information: Shannon McBride x4966

Meeting Requested by: Kresta Blomquist X4364

Internal Notes:

KANE COUNTY ORDINANCE NO. O 2026-22

**AN ORDINANCE REVISING KANE COUNTY LAND USE ORDINANCE
TITLE 9 CHAPTER 6 RESIDENTIAL REGULATIONS ARTICLE E RECREATIONAL
VEHICLE REGULATIONS WITHIN RESIDENTIAL ZONES**

WHEREAS, the Kane County Planning Commission recommended changes to Kane County Land Use Ordinance Chapter 6 Article E Recreational Vehicle Regulations within Residential Zones; and

WHEREAS, it is the intent of this Ordinance to allow the addition of a Conditional Use Permit for RV uses in a Residential 5 (R-5) Zone with the addition for 2 additional RVs per additional acreage on R-5 parcels not within a subdivision; and

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

WHEREAS, the authority for this ordinance is found in Utah Code §17-79-101 et. al., and §17-79-201 & 205 and 502; and

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

Section 1. Ordinance Amendment.

Kane County Code Title 9 Chapter 6 Residential Regulations Article E Recreational Vehicle Regulations within Residential Zones is amended to read as follows and additions to the Ordinance are indicated with an underline, and deletions from the ordinance are indicated with a strike-through. Instructions to the codifiers are italicized and inside parenthesis.

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9-6E-1: DEFINITIONS:

The following definitions shall apply to this article:

OCCUPIED:	<u>To use for any of its intended purposes, including sleeping, cooking, bathroom, or shelter. Lived in or slept in for twenty four hours (24) or more.</u>
RECREATIONAL VEHICLE:	A motor vehicle or trailer equipped with living space and amenities found in a home which may include a kitchen, bathroom, bedroom, living room, water and sewer; including, but not limited to, a camp trailer, motor home, travel trailer, fifth wheel trailer, pop up trailer, and slide-in camper.

SEASONALLY:

No more than six (6) accumulative ~~consecutive~~ months in any calendar year. (Ord. 2013-9, 9-23-2013, eff. 10-8-2013; amd. Ord. 2020-17, 8-24-2020)

9-6E-2: SCOPE:

This article shall apply only to recreational vehicles located within residential zones. (Ord. 2013-9, 9-23-2013, eff. 10-8-2013)

9-6E-3: OCCUPIED RECREATIONAL VEHICLES:

A. No occupied recreational vehicle shall be located in a residential zone anywhere within the county except as follows:

1. Within a:

- a. Recreational vehicle park (see chapter 18 of this title);
 - b. Manufactured/mobile home park subject to the requirements of chapters 17 and 18 of this title; or
 - c. Designated camping area; or
2. As allowed by this article.

B. A recreational vehicle may be occupied seasonally if the following terms are complied with:

1. No more than two (2) recreational vehicles are located on the property whether occupied or unoccupied;

2. The recreational vehicle is not occupied more than six (6) ~~consecutive~~ accumulative months in any calendar year;

3. No rent or other form of payment is charged or received;

4. The recreational vehicle shall comply with the required setbacks for the zone;

5. The recreational vehicle is connected to the culinary water system;

6. The holding tanks and any wastewater are emptied using an approved on site septic system; no more than two (2) recreational vehicles shall be hooked up to a single septic system;

7. The power is connected in accordance with all applicable safety standards;

8. The recreational vehicle is:

a. Removed from the property when not occupied,

b. Vacated and removed from the property after six (6) ~~consecutive~~ accumulative months of occupation in any calendar year, or

c. Unoccupied and stored according to section 9-6E-4 of this article;

9. The recreational vehicle is licensed and ready for highway use.

10. If the recreational vehicle will be used for less than fourteen (14) consecutive days, section 9-6E-3B.5. and 9-6E-3B.6 do not apply.

C. Upon application of the landowner, the Land Use Authority may approve a ~~temporary~~ conditional use permit regarding county parcels zoned Residential 5 for the occupation of more than two (2) recreational vehicles on one residential property depending upon the size and contour of the property, if the property is one acre or larger. Such conditional use permit shall only be permitted if i) the maximum allowed recreational vehicles is two additional recreational vehicles per full acre; and ii) the maximum time allowed for additional recreational vehicles is thirty (30) accumulative days per calendar year.

D. Upon application of the landowner, the Land Use Authority may approve a temporary use permit for the occupation of recreational vehicles on one residential property for a period exceeding six (6) months but not more than nine (9) months in any calendar year.

E. If living in a recreational vehicle while building a home, a building permit must be issued before a temporary use permit can be granted. A temporary use permit allowing occupation of a recreational vehicle while building a home may be authorized for more than nine (9) months so long as the building permit remains active. The Land Use Administrator or the Zoning Administrator shall review the permit annually and may reauthorize the permit for an additional year if the building permit is still active.

F. The Land Use Authority may deny, approve, or approve with additional requirements any application submitted under subsection D of this section.

G. The temporary permit and/or conditional use permit shall state the number of recreational vehicles authorized if more than two (2) and the dates that the vehicles will be on the property if for more than six (6) months.

H. Any failure to comply with this section is grounds for immediate revocation of the temporary use permit and immediate removal of the recreational vehicle unless the recreational vehicle complies with another section of this article.

I. Note: Individual lots may belong to a homeowners' association or have restrictive covenants which have greater restrictions regarding recreational vehicles. Nothing in this article shall be construed as to prevent private enforcement of any restrictive covenants or HOA rules. (Ord. 2013-9, 9-23-2013, eff. 10-8-2013; amd. Ord. 2014-15, 7-28-2014; Ord. O-2019-4, 3-25-2019; Ord. 2020-17, 8-24-2020)

9-6E-4: UNOCCUPIED RECREATIONAL VEHICLES:

A. An unoccupied recreational vehicle may be located as follows:

1. No more than two (2) recreational vehicles shall be located on one (1) residential property, whether occupied or unoccupied;

2. Upon application of the landowner, the Land Use Authority may approve a temporary use permit for the storage of more than two (2) recreational vehicles on one (1) residential property depending upon the size and contour of the property if the property is an acre or larger.

3. All unoccupied recreational vehicles shall be winterized, all holding tanks emptied, and readily available for immediate highway use. (Ord. 2013-9, 9-23-2013, eff. 10-8-2013; amd. Ord. 2020-17, 8-24-2020)

9-6E-5: MISCELLANEOUS REQUIREMENTS:

A. Any recreational vehicle, located in a Residential Zone, that has fallen into disrepair, collapsed, or is otherwise uninhabitable shall constitute a nuisance and shall be removed from the property within sixty (60) days of notice by the Land Use Administrator. Failure to remove recreational vehicles deemed a nuisance hereunder after notice shall be a violation of this article.

B. Trash, refuse, or waste generated from use, storage or occupancy of a recreational vehicle must be contained and disposed of properly at all times.

C. Setbacks still apply according to the zone the recreational vehicle is placed in.

D. Any violation of this article is punishable as a Class C misdemeanor. (Ord. 2013-9, 9-23-2013, eff. 10-8-2013)

E. Any reported violation requires three (3) directly affected property owners within five hundred feet (500') of the property reportedly in violation. (Ord. 2014-15, 7-28-2014)

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Section 2. Severability.

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

Section 3. Effective Date

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

Section 4. Publication and Notice.

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

End of Ordinance.

ADOPTED this 25th day of August 2026.

Commissioner Brown voted: _____
Commissioner Meyeres voted: _____
Commissioner Kubeja voted: _____

COUNTY:

Kane County, a political subdivision of the State of Utah

By: _____
 Gwen Brown
Chair, Kane County Commission

Corporate Acknowledgment

State of Utah

§
County of _____)

On this _____ day of _____, in the year 20____, personally appeared before me
 Date Month Year
_____, whose identity is personally known to me (or proven on
 Name of document signer
the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the
chair of the Kane County Commission and that said document was signed by him/her in behalf
of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and
also acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(Notary/seal signature)

Notary Printed Name _____

My Commission Expires _____

Residing in _____, County

Candice Brown

From: Shannon McBride <smcbride@kane.utah.gov> on behalf of Shannon McBride
Sent: Friday, August 21, 2026 10:49 AM
To: Candice Brown
Subject: FW: proposed ordinance 2026-22

From: surfinsafe@comcast.net <surfinsafe@comcast.net>
Sent: Thursday, August 20, 2026 11:53 PM
To: pkubeja@kane.utah.gov; cmeyeres@kane.utah.gov; gbrown@kane.utah.gov
Cc: smcbride@kane.utah.gov
Subject: proposed ordinance 2026-22

Dear Kane county Commissioners,

I am writing to you in regard to the proposed ordinance, 2026-22, revising Kane County Land Use ordinance Title 9 Chapter 6 Residential Regulations Article E that was recommended for approval by the Planning and Zoning board, earlier this month.

Because of work obligations, I am unable to attend the commission meeting where the proposed ordinance will be discussed/decided.

I hope you will take in consideration the concerns I have regarding it.

I respectfully ask the County Commission not to approve Ordinance 2026-22 in its current form.

However, I appreciate the Planning & Zoning Commission's consideration of our concerns regarding the existing blanket limitation of two RVs per parcel.

Just a reminder, our five-acre property is in an R-5 zone and is not part of the adjacent subdivision. We are seeking a reasonable way to use the property for its intended recreational and family purposes while still providing appropriate County oversight.

We have specifically requested a Conditional Use Permit (CUP) that would allow additional RVs on our property. We understand that this would require a County review. We believe this is the appropriate approach because the County can evaluate the specific property and establish conditions based on its size, location, access, setbacks, sanitation, fire safety, and potential impacts on neighboring properties.

My primary concern with Ordinance 2026-22 is the proposed 30-day cumulative limitation on additional RVs. We believe this restriction could substantially undermine the purpose of a CUP and create unintended limitations on normal family use.

For example, in June my brother brought his trailer to our property after camping in southern Utah rather than taking it back to his home in Lehi. He dropped it off at the family property, Heritage Acres, since our family was going to have a reunion on June 12–14.

there were 2 trailers already there so for 14 days there were 3 trailers on our property. for 11 days none of the trailers were unoccupied. After the reunion he took his trailer to his home in Lehi.

Under the proposed ordinance, however, the additional trailer would account for almost half of the 30-day cumulative allowance, in the first 2 weeks of June. Similar situations can easily occur when family members bring an RV to the property before a gathering, leave it temporarily while traveling, or keep it there between visits.

We have only reached the maximum number of RVs for approximately four or five days around the Fourth of July. At other times, the number of trailers is lower, and they are occupied only periodically.

Our concern is that once the 30 cumulative days are used, our family could be prevented from bringing additional RVs to the property later in the season for legitimate recreational purposes—even though the property is five acres and the RVs may be unoccupied for much of that time.

We are not asking for unlimited or unrestricted RV use. We are asking for a reasonable permitting process that allows the County to evaluate our property individually and establish appropriate conditions through a CUP.

For this reason, we respectfully ask the County Commission not to approve Ordinance 2026-22 as currently written. We ask that the ordinance instead allow an approved CUP for additional RVs without imposing a blanket 30-day cumulative restriction that could effectively negate the permit.

We appreciate the County Commission's time and consideration and hope the final ordinance can provide a reasonable balance in allowing appropriate recreational and family use of larger R-5 properties.

Respectfully,

**Lisa A Safley, Heritage Acres Trustee
801-362-2799**

Candice Brown

From: Shannon McBride <smcbride@kane.utah.gov> on behalf of Shannon McBride
Sent: Monday, August 24, 2026 1:59 PM
To: Patty Kubeja; Gwen Brown; Celeste Meyeres
Cc: Jeffrey Stott; Candice Brown
Subject: FW: Item 4 of the agenda Ordinance No. O 2026-22

From: Sandy Fink <sandy.fink77@gmail.com>
Sent: Monday, August 24, 2026 10:49 AM
To: commission@kane.utah.gov; smcbride@kane.utah.gov
Cc: Patty Holden, MBA,FACHE <mountainlot48@msn.com>; Sandy Fink <sandy.fink77@gmail.com>
Subject: Item 4 of the agenda Ordinance No. O 2026-22

Dear Kane County Commissioners:

As a property owner whose property backs up to a non-subdivision property, we concur with the Planning Commission's proposed ordinance. We believe allowing additional RVs for up to 30 accumulative days per calendar year is fair and provides reasonable flexibility for temporary use. Allowing additional RVs beyond 30 accumulative days could negatively affect the peaceful use and enjoyment of adjoining properties.

We respectfully ask the County Commission to adopt the ordinance as recommended by the Planning Commission.

Thank you for your consideration.

Patricia Holden
Property Owner

Sandra L. Fink
Partner of Property Owner

1430 Magma Circle

Duck Creek Village, UT 84762

Best Regards

Sandra L. Fink, **CCIM**
Broker
Real Estate License # B.0022765.CORP
Business Broker License # BUSB.0007196. BKR
Sandra L. Fink & Associates Inc.
Certified Commercial Investment Member

8275 S. Eastern Ste. 200-585

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Website: FinkCommercialRE.com

Specializing in Commercial Sale, Leasing, Investments, Medical Office and IOS.



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ITEM # 5

Discuss/Accept the 2026 Cooperative Marketing
Grant Tier 1 for \$157,200

Dear Janette,

On behalf of the Utah Office of Tourism, congratulations! We are excited to inform you that Kane County has been selected as a recipient of the 2026 Cooperative Marketing Grant.

This year's cycle was highly competitive. For Tier 1 alone, we received requests totaling \$4,517,843 with only \$3,334,500 available to award. The Co-op Committee relied heavily on the guidelines and scoring rubric to navigate this \$1,183,343 shortfall.

Your application received a score of **87** points, and we are pleased to award you **\$157,200** in cooperative marketing funds! We believe your project will make a fantastic contribution to promoting Utah as a premier destination.

To ensure a smooth partnership, please complete the following next steps:

- **Revise Documents (Due Friday, September 4th, 2026):** A follow-up report is now available in Salesforce. Please revise your Scope of Work, ROI Worksheet, and Budget Worksheet to reflect your final awarded amount. *Pro-tip: To make your final reporting easier, we highly recommend removing a line item or two entirely rather than reducing every single item by a percentage.* The core project must remain the same as your original application.
- **Review & Sign Contract (Due October 2nd, 2026):** Our Senior Contract Manager, Kevin Augustin, will issue your Memorandum of Understanding (MOU) once your revised documents are approved. Please review, approve, and e-sign the final contract.
- **Preliminary Invoice:** Submit your preliminary invoice through the Salesforce portal for 50% of your total award amount.
- **Pre-Launch Branding Approval (Ongoing):** As a reminder, *all* marketing collateral must receive pre-launch approval from UOT. Additionally, any funded websites must prominently feature the "Utah-Life Elevated" logo linking to www.visitutah.com.
- **Project Completion & Final Report (Due March 1, 2028):** All final reports and final invoices are due by this date. *(Note: The final day to request any project amendments is February 26, 2028).*

As you kick off your project, we highly encourage you to keep the **2026 Guidelines** handy. Most questions can be answered there, but please know we are always here to help you navigate the process.

Congratulations again!

ITEM # 6

Discuss/Vote on Expenditure of TRT Funds for
\$110,000 to the Kane County Water Conservancy
District for Bathrooms and Shaded Pavilions at the
Jackson Flat Reservoir

	2025 YTD Actual	December Actual	2026 YTD Actual	Annual Budget	Budget Remaining	% Earned/ Used
Change In Net Position						
Revenue:						
Taxes						
250-3150-000-000 TRANSIENT ROOM T	4,383,832.23	0.00	0.00	5,000,000.00	5,000,000.00	0.00%
Total Taxes	<u>4,383,832.23</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000,000.00</u>	<u>5,000,000.00</u>	<u>0.00%</u>
Interest						
250-3610-000-000 INTEREST	290,613.73	0.00	0.00	150,000.00	150,000.00	0.00%
Total Interest	<u>290,613.73</u>	<u>0.00</u>	<u>0.00</u>	<u>150,000.00</u>	<u>150,000.00</u>	<u>0.00%</u>
Contributions and transfers						
250-3909-000-000 PRIOR YEAR SURPL	0.00	0.00	0.00	1,680,980.00	1,680,980.00	0.00%
Total Contributions and transfers	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,680,980.00</u>	<u>1,680,980.00</u>	<u>0.00%</u>
Total Revenue:	<u>4,674,445.96</u>	<u>0.00</u>	<u>0.00</u>	<u>6,830,980.00</u>	<u>6,830,980.00</u>	<u>0.00%</u>
Expenditures:						
Community & Economic Development						
Mitigation						
250-4620-620-000 EMS MITIGATION	150,000.00	0.00	0.00	425,000.00	425,000.00	0.00%
Cedar Mountain/Human Resource EMS, Kanab City, Big Water, Cedar Mountain vehicular restriction						
250-4620-622-000 SOLID WASTE MITI	134,610.00	0.00	0.00	10,000.00	10,000.00	0.00%
Dumpsters at Sand Caves, Pookaboo, Betty of the Dragon, and Toadstools						
250-4620-623-000 ROAD PROJECT MI	0.00	0.00	0.00	3,000,000.00	3,000,000.00	0.00%
1.5M from 2025 and 1.5M 2026 Johnson Canyon/Mountain View Drive						
250-4620-624-000 COMMUNITY GRAN	53,916.00	0.00	0.00	50,000.00	50,000.00	0.00%
250-4620-625-000 PROJECTS/IMPRO	256,194.23	0.00	0.00	500,000.00	500,000.00	0.00%
Office of Tourism Kiosks, Show Barn						
Total Mitigation	<u>594,720.23</u>	<u>0.00</u>	<u>0.00</u>	<u>3,985,000.00</u>	<u>3,985,000.00</u>	<u>0.00%</u>

2026 KCTTAB TRT Expenditures for Review

Expenditure	Estimated \$
Kanab Visitor Center Digital Kiosks	\$40K
Roads (with carry over from 2025 \$1.5M)	\$1.5M
EMS	\$425K
Mitigation: dumpsters - Belly of Dragon, Peekaboo, Sand Caves & Toadstools Porta Potty - split with BLM Toadstools	\$10K
KCOT Operating/Marketing	\$2.2M
East Zion RDA CRA tiff (portion of TRT goes to service district)	\$35K
Fair Grounds Showbarn	\$100K
Community Grants	\$50K
Signage TRT related county building	\$65k
Outreach/Roadshed Bond payments	\$132k
Stellar Vista Observatory	\$106,987

ITEM # 7

Discuss/Vote on Five County Association of Governments
Area Agency on Aging FY27 Contract

CONTRACT

FIVE COUNTY ASSOCIATION OF GOVERNMENTS AREA AGENCY ON AGING FISCAL YEAR 2027

CONTRACT NO. Kane COUNTY FY2027

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

Kane County/Council on Aging,
hereinafter referred to as **SUBCONTRACTOR**.

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

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

4. **CONTRACT PERIOD:** Effective July 1, 2026, and terminates on June 30, 2027, unless terminated sooner, in accordance with the terms and conditions of this contract.

5. **CONTRACT COSTS:** The **SUBCONTRACTOR** shall be reimbursed by the **FCAOGAAA** not more than \$198,980.00 for services provided in accordance with the terms and conditions of this contract. Funds for this contract are provided by Federal and State appropriation. Funds paid to the **SUBCONTRACTOR** from this agreement may only be used for the purpose specified in paragraph 8, below.

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

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

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

h. Area Agency on Aging and County Plans.

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

9. **AUDIT INFORMATION:** What audits and reviews are required of this contract?
Financial Yes [X] No [] Program Compliance Yes [X] No []
How Often? **Annually** How Often? **Annually**
By Whom? **Independent CPA** By Whom? **Area Agency on Aging**

IN WITNESS WHEREOF, the parties sign and cause this contract (in the amount of **\$198,980.00** effective as of July 1, 2026, to be executed:

FCAOGAAA SUBCONTRACTOR

Darin Bushman
Executive Director
Five County FCAOGAAA

Chairman, County Commission
Print Name: _____
Kane County

Date

Date

Carrie A. Schonlaw, Director
Area Agency on Aging

Jerica Bauer, County Coordinator
County Council on Aging

Date

Date

July 1, 2025

TO WHOM IT MAY CONCERN.

The Five County Area Agency on Aging wishes to contract with
Kane County/Council on Aging
a governmental agency, to provide services to senior citizens.
This is a governmental agency. The contract will not be bid as
per State procurement regulation.

Sincerely,

Carrie A. Schonlaw, SSW
Deputy Director/AAA Director

**ATTACHMENT A
TERMS AND CONDITIONS**

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **SUPPORTING DOCUMENTATION:** The SUBCONTRACTOR shall maintain the documentation necessary to support the costs billed by the SUBCONTRACTOR and shall submit the documentation with the billings. The SUBCONTRACTOR shall store, and file required

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

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

14. PAYMENT

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

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

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

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

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

policies in the same business entity as the vendor; or (iii) who directly or indirectly own 10% or more in the same business entity as the vendor.

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

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

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

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

20.1 INSURANCE:

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

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

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

with notice of cancellation.

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

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

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

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

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

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

26. TERMINATION and DEFAULT:

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

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

26.3 Miscellaneous Grounds for Termination. In addition to other grounds for

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

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

26.5 Default. Any of the following events will constitute cause for FCAOGAAA to declare the SUBCONTRACTOR in default of this agreement: (i) the SUBCONTRACTOR'S non-performance of its contractual requirements and obligations under this agreement; or (ii) the SUBCONTRACTOR'S material breach of any term or condition of this agreement. If the SUBCONTRACTOR defaults in any manner in the performance of any obligation under this agreement, or if audit exceptions are identified, FCAOGAAA may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the SUBCONTRACTOR'S failure to comply with federal regulations or State rules. In addition, FCAOGAAA may withhold amounts due the SUBCONTRACTOR under this agreement, any other current agreement between FCAOGAAA and the SUBCONTRACTOR, or any future payments due the SUBCONTRACTOR to recover the funds. FCAOGAAA shall notify the SUBCONTRACTOR of FCAOGAAA's action in adjusting the amount of payment or withholding payment. This agreement is executory until such repayment is made.

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

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

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

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

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

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

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

34. Secure Protection and Handling of State Data:

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

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

that has access to FCAOGAAA and DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.

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

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

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

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

and this provision, the business associate agreement language will take precedence.

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

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

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

40. Record Keeping, Audits, and Inspections:

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

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

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

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

Compliance Audit Guide. The SUBCONTRACTOR shall notify FCAOGAAA and send copies of required reports to dhhsfinancialreports@utah.gov.

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

42. Federal Requirements: The SUBCONTRACTOR shall abide by the following federal statutes, regulations, and requirements: 2 C.F.R. § 200.326, Agreement Provisions as applicable; 45 C.F.R. § 46, 42 U.S.C. § 2899, 21 C.F.R. 50, & 21 C.F.R. 56 Protection of Human Subject in research activities; 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; 42 U.S.C § 4331, the National Environmental Policy Act of 1969; 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 37 C.F.R. § 401, Rights to Inventions Made; 42 C.F.R. part 50, Subpart B, Sterilizations; 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; 59 FR 46266, Recombinant DNA and Institutional Biosafety; 7 U.S.C. § 2131, Animal Welfare; 42 C.F.R. part 92, Misconduct in Science; 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; 42 U.S.C. §§ 6101-6107 & 45 C.F.R. Part 91 Age Discrimination Act of 1975; 42 U.S.C. § 12101 et seq. & 28 C.F.R. Part 35, Part 39 Americans with Disabilities Act; 45 C.F.R. Part 80, 42 U.S.C. § 2000d et. seq. Civil Rights Act of 1964 as amended Title VI; 40 U.S.C. §§ 3701-3704 & 29 C.F.R. Part 5 Contract Work Hours and Safety Standards Act; 45 C.F.R. 2543.82, 18 U.S.C. § 874 & 29 C.F.R. Part 3 Copeland Anti-Kickback Act; 40 U.S.C. § 3142 & 29 C.F.R. Part 5 Davis-Bacon Act; 41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988; 20 U.S.C. § 1681 et. seq. & 45 C.F.R. Part 86, Education Amendments of 1972, Title IX; 8 U.S.C. § 1324a, Employment Eligibility Verification;

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

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

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

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

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

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

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

49. Force Majeure: Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable

control. FCAOGAAA may terminate this agreement after determining that the delay or default will likely prevent successful performance of this agreement.

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

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

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

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

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

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

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

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

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

ATTACHMENT B SCOPE OF WORK

Article 1 PURPOSE

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

Article 2 Definitions

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

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

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

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

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

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

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

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

"Dietary Guidelines for Americans (DGA)" means guidelines developed by The United States Departments of Health and Human Services ("HHS") and Agriculture ("USDA") that advise on what to eat and drink to meet nutrient needs, promote health, and prevent disease.

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

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

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

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

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

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

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

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

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

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

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

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

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

individuals living in long-term care facilities.

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

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

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

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

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

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

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

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

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

Article 3 POPULATION SERVED

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

Article 4 QUALIFICATIONS

4.1 Qualifications. The SUBCONTRACTOR shall:

1. have the financial, managerial, and institutional capacity to comply with the requirements of this contract.

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

Article 5

SERVICE AND ADMINISTRATION REQUIREMENTS

5.1 Requirements. The SUBCONTRACTOR shall:

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

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

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

5.2 Quality Monitoring Process.

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

5.4 Reports and Amendments:

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

Article 6 Program Requirements and Objectives

6.1 Senior Nutrition:

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

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

1. **Nutrition Services General Requirements.** The SUBCONTRACTOR shall:
 - a) ensure eligible individuals under the OAA have the opportunity to voluntarily and anonymously contribute to the cost of a provided meal service, but may not deny service because the recipient of service does not contribute (Utah Administrative Code R510-104);
 - b) ensure eligibility is not assessed by means testing;
 - c) ensure funds designated to support HDM and CMM programs are not used for administrative costs;
 - d) ensure meals are not restricted by delivery type and include CMM, HDM, Grab and Go Meals, and other innovative delivery models as approved by FCAOGAAA;
 - e) ensure meals provided through a nutrition program meet the following requirements: approved by an RDN and comply with one-third of population specific DGA's and DRI's;
 - f) comply with DHHS approved software for meal tracking and nutrient analysis to ensure compliance is assessed and documented for meals served by SUBCONTRACTOR;
 - g) SUBCONTRACTOR must submit menus for approval of the RDN on a quarterly basis at least 30 days in advance of meals being served;

- Menus must be evaluated and approved to ensure compliance with DGAs and DRIs by an RDN or other individual with equivalent education and training in nutrition science;
 - Any changes to the menu requirements must be recorded on the menu and communicated to the RDN and FCAOGAAA;
 - Modified meals may be provided when necessary;
- h) SUBCONTRACTOR must meet applicable federal, state, and local requirements and regulations including, but not limited to, following required food sanitary practices, proper handling of food and maintaining proper temperatures with at least one person per shift having a food service certification in applied food service sanitation issued by a nationally recognized program and approved by DHHS;
- i) utilize OAA Title III part C-1 and C-2 funding to provide individuals with the knowledge and skills to make healthy food and beverage choices (45 C.F.R. § 1321.87) through the following services:
- nutrition education must be based on the needs of participants and offered at least semi-annually;
 - Refer individuals to nutrition counseling provided, as appropriate, based on the needs of meal participants, the availability of resources, and the expertise of an RDN;
 - counseling must align with the Academy of Nutrition and Dietetics, an organization of food and nutrition professionals; and;
 - additional nutrition services may be provided to meet eligible participants' nutritional needs or preferences such as weighted utensils, supplemental foods, ONS or groceries, and shall not duplicate other federally funded services; and;
2. **CMM.** The SUBTRACTOR shall:
- a) provided by qualified nutrition services to eligible individuals, while congregating in-person or virtually, with the exception of Grab-and-Go Meals;
 - b) ensure Grab-and-Go Meals are only used to complement the CMM program in the following circumstances:
 - during disaster/emergency situations;
 - occasional need; and
 - regular need based on individual assessment when targeting services to GEN and GSN;
 - c) ensure actual meal costs and suggested contribution amounts are posted at congregate meal sites; (Utah Administrative Code R510-104); and
 - d) establish and implement a process to protect the privacy of a client's cost contribution decision (Utah Administrative Code R510-104).
3. **HDM.** The SUBCONTRACTOR shall:
- a) ensure home delivered meals are provided to eligible individuals as described in Utah Administrative Code R510-104-4, in addition, determine individuals are homebound, or unable to leave their home without assistance due to a disabling physical, emotional, or environmental condition (R510-104-13);
 - b) use HDM funding towards meals consumed at a client's residence or otherwise outside of a congregate setting where home delivered meals are provided via home delivery, carry-out, drive through, or similar meal service;
4. **NSIP- Cash-in-lieu.** The SUBCONTRACTOR shall:
- a) use NSIP funds to purchase Domestically Produced Foods that are part of a meal;
 - b) ensure NSIP funds are used on the following;

- raw food ingredients only;
 - domestically produced milk and bread;
 - local protein foods including beef, chicken, fish, eggs, and cheese;
 - local produce;
- c) confirm the origin of products is verifiable on food labels and ensure lot numbers and product origins are documented prior to utilizing NSIP funds;
- if the source of the food cannot be verified as domestically sources, NSIP funds cannot be used; and
 - NSIP Funds cannot be used to purchase premade food or premade meals;

6.2 PDS. The SUBCONTRACTOR shall:

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

1. Service Definitions:

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

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

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

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

Unit of Service: 1 Unit = 1 Contact

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

Unit of Service: 1 Unit = 1 Contact

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

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

5. Telephone Reassurance: telephone calls to older adults to reduce isolation

and potential safety issues and provide comfort or help.

Unit of Service: 1 Unit = 1 call

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

Unit of Service: 1 Unit = 1 Visit

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

Unit of Service: 1 unit = 1

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

Unit of Service: 1 Unit = 1 Hour

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

Unit of Service: 1 Unit = 1 Hour

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

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

Article 7

RECORD KEEPING RESPONSIBILITIES

7.1 Record Keeping. The SUBCONTRACTOR Shall:

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

awards.

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

Article 8

REPORTING REQUIREMENTS

8.1 Reports and Amendments. The SUBCONTRACTOR Shall:

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

8.2 FCAOGAAA shall:

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

Article 9

OUTCOMES

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

9.2 Outcome Measurements: FCAOGAAA and DHHS may monitor the SUBCONTRACTORS performance through annual, scheduled, and unannounced monitoring visits and customer satisfaction surveys to ensure services are appropriate for the clients served. Each program is monitored by FCAOGAAA staff and DHHS Program Manager and performance objectives and required reporting are used to determine the effectiveness and success of its services and programs. The SUBCONTRACTOR shall develop, implement, and maintain policies, procedures,

and an internal quality management system that evaluates the SUBCONTRACTORS programs and establishes a system of self-correcting feedback that may be externally validated by FCAOGAAA and DHHS.

Article 10
PAYMENT TERMS AND BILLING INFORMATION

10.1 FUNDING.

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

Support Services	\$ 64,495.00
Congregate Meals	\$ 42,519.00
Home Delivered Meals	\$ 91,966.00
Total	\$ 198,980.00

- b) **METHOD OF PAYMENT:** Payment will be made for actual units of service provided to eligible clients. SUBCONTRACTOR invoices or forms supplied by the FCAOGAAA will be used for billing units of service delivered during each month.
- c) If SUBCONTRACTOR fails to expend the full amount as allocated under Article 10.1a by June 30th of the fiscal year for which allocation was made, the unexpended portion of the allocation will lapse and the SUBCONTRACTOR will have not further claim to it.
- d) The SUBCONTRACTOR shall not obtain duplicate recovery from both FCAOGAAA and any other source for services provided pursuant to this agreement. If the SUBCONTRACTOR obtains funds from both FCAOGAAA and another source for services provided under this agreement, the SUBCONTRACTOR shall reimburse FCAOGAAA for the full amount of the recovery and if the amount of the recovery is greater than the amount the SUBCONTRACTOR received from FCAOGAAA, the SUBCONTRACTOR shall reimburse FCAOGAAA for the amount received from FCAOGAAA.
- e) The SUBCONTRACTOR shall provide the match amounts required below for the FCAOGAAA funds received for the Fiscal year as outlined in this contract. The federal minimum match must comply with the provisions of 45 C.F.R. § 75.306, be provided during the same funding period as the subaward and come from non-federal sources.

MINIMUM REQUIRED CASH MATCH REQUIRED FOR FY 2026

Support Services	\$ 11,734.00
Congregate Meals	\$ 5,606.00
Home Delivered Meals	\$ 13,414.00

In-Kind (OAAPS)	\$ 9,818.00
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Note: These amounts are the minimum match required to receive the allotted State and Federal funds as outlined in this contract. As part of the contractual reporting requirements, annual reporting is required for ALL FUNDING SOURCES including project income, donations and in-kind used to support the Federal and State funds as outlined in this contract. Please refer to Attachment C: "Annual Report of Cash Match & In-kind Funds"

- f) FCAOGAA may withhold any or all subsequent payments under this or other agreements with the SUBCONTRACTOR until FCAOGAAA fully recoups any amounts paid to the SUBCONTRACTOR that were not eligible for reimbursement and withhold funds from the SUBCONTRACTOR for the following:
- i. grant agreement non-compliance;
 - ii. failure to comply with FCAOGAAA directors regarding the use of public funds, or
- g) If a Finding or judicial determination is made that the SUBCONTRACTOR misused public funds, FCAOGAAA may also withhold funds otherwise allocated to the SUBCONTRACTOR to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the SUBCONTRACTORS expenditure of public funds with the following conditions:
- i. FCAOGAAA shall give the SUBCONTRACTOR prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the SUBCONTRACTOR must take to bring about the release of any amounts withheld; and
 - ii. If an independent CPA audit or a fiscal review by FCAOGAAA determines that FCAOGAAA has over-paid the SUBCONTRACTOR for services under this agreement because the SUBCONTRACTORS expenditures were not authorized or allowed pursuant to this agreement, or because the SUBCONTRACTORS expenditures are inadequately documented, the SUBCONTRACTOR shall immediately refund such payments to FCAOGAAA upon written request.
- h) The SUBCONTRACTOR shall not charge individuals for any services except as expressly authorized in the division directives.

10.2 Payments.

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

FUNDING SUMMARY

<u>NUTRITION SERVICES</u>	<u>\$/UNITS</u>	<u>TOTAL</u>
Congregate Meals	\$6.75	\$ 42,519

Home Delivered Meals \$7.75	\$ 91,966
Grand Total	\$ 134,485

NUTRITION SERVICES FUNDING SOURCES

Title III-C1 (Congregate) & State Nutrition	\$ 29,499.00
Title III-C2 (HDM) & State Nutrition	\$ 65,019.00
Cash-In-Lieu Congregate	\$ 2,309.00
Cash-In-Lieu HDM	\$ 4,766.00
Project Income	\$ 32,892.00
Grand Total	\$134,485.00

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

SUPPORT SERVICES	# UNITS	\$/UNIT	TOTAL \$58013.00	
Assisted Transportation	1500	\$ 7.00	\$	10,500.00
Transportation	2,000	\$ 6.00	\$	12,000.00
Other Svs: Outreach	776	\$ 5.25	\$	4,074.00
Information & Assistance	2,200	\$ 3.00	\$	6,600.00
Other Svs: Public				
Information	4,000	\$ 1.50	\$	6,000.00
Other Svs: Telephone				
Reassurance	1,000	\$ 2.25	\$	2,250.00
Other Svs: Friendly				
Visiting	1,352	\$ 5.75	\$	7,774.00
Other Svs:				
Socialization	1,500	\$ 2.25	\$	3,375.00
Homemaker	300	\$ 8.00	\$	2,400.00
Chore Services	400	\$ 8.00	\$	3,200.00
Non-Evidence Based				
Health Promotion	N/A	N/A		\$1,322.00
Other Svs: Recreation	N/A	N/A	\$	2,000.00
Vehicle Repairs &				
Maintenance	N/A	N/A	\$	3,000.00
Grand Total				\$ 64,495.00

10.3 Fiscal Performance. The SUBCONTRACTOR shall

- a) utilize the FCAOGAAA approved monthly reimbursement and reporting document to assess the alignment of budgeted expenses with current period and year-to-date progress;
- b) submit monthly invoices using the FCAOGAAA approved form, for authorized services to FCAOGAAA with following information:
 - i. payment address, phone number and signature
 - ii. invoice date and dates of service
 - iii. units of service provided, and invoice amount broken down by service category
 - iv. supporting documentation for all service units and expenditures
- c) submit monthly accounting of Project Income collected for Nutrition both

Congregate and HDM with copies of deposit summaries. For Transportation services report project income amount collected on monthly reimbursement form.

- d) submit Annual Report of Cash Match and In-kind funds by March 30th of each fiscal year using the approved FCAOGAAA form.
- e) submit completed annual certification of minimum match requirements form at the end of each fiscal year signed by County Auditor and COA Coordinator.

10.4 FCAOGAAA shall:

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

Additional Reference information:

Link to Administration on Aging Website and Older Americans Act:

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

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

Utah Office of Administrative Rules

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

ITEM # 8

Review of Legislative Issues

ITEM # 9

Commissioner Report on Assignments