



180668

Contract #

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
 Department Name: Governor's Office Agency Code: 590 Division Name: Public Lands Policy Coordinating Office, referred to as the
 State Entity, and the following Contractor:

Foundation for Integrated Resource Management

Name

5397 South Vine St

Address

Murray

Utah

84107

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☒ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person: Stan Summers Phone # 435-230-5648 Email: stangsummers@gmail.comVendor # VC206615 Commodity Code # 99999

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: The Foundation for Integrated Resource Management will perform, as intended by the legislature, to advocate for the State of Utah's rights to use and access federal public lands.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY _____, Bid# _____, or other method: _____.
4. CONTRACT PERIOD: Effective Date: 09/01/2017 Termination Date: 09/01/2018 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): _____.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$150,000.00 for costs authorized by this contract. Prompt Payment Discount (if any): _____. Additional information regarding costs: _____.
6. ATTACHMENT A: State of Utah Standard Terms and Conditions for ☐ Goods or ☒ Services
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: N/A
 ATTACHMENT D: N/A
 Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # _____ dated _____.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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

CONTRACTOR

STATE

Contractor's signature

Date

Agency's signature

Date

Type or Print Name and Title

Director, Division of Purchasing

Date

CONTRACT RECEIVED AND PROCESSED BY
 DIVISION OF FINANCE

Director, Division of Finance

SEP 13 2017

Chris Boone

801-538-1027

cboone@utah.gov

Agency Contact Person

Telephone Number

Fax Number

Email

(Revision 16 June 2016)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "**Proposal**" means Contractor's response to the State Entity's Solicitation.
 - g) "**Solicitation**" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "**State Entity**" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws; including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.
- Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate per occurrence.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. RESERVED.

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

19. DELIVERY: All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

20. ACCEPTANCE AND REJECTION: The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

21. INVOICING: Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

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

23. TIME IS OF THE ESSENCE: The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.

24. CHANGES IN SCOPE: Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

25. PERFORMANCE EVALUATION: The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. STANDARD OF CARE: The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

27. REVIEWS: The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
36. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
37. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
40. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
41. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

42. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
43. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Revised 14 July 2017

Attachment B: Scope of Work

The scope of work that the Foundation for Integrated Preservation will perform is as intended by the legislature, to advocate for the State of Utah's rights to use and access federal public lands for multiple use and sustained yield.



Mandy Teerlink <mteerlink@utah.gov>

Fwd: All the Queen's Horses follow up

1 message

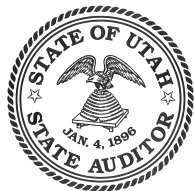
Seth Oveson <soveson@utah.gov>
To: Mandy Teerlink <mteerlink@utah.gov>

Tue, Sep 21, 2021 at 3:30 PM

Johnny Miller Correspondence

Seth Oveson, CPA
Manager, Local Governments Division
435-572-0440

Office of the State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
Salt Lake City, UT 84114-2310



Local government reporting requirements can be found on the local government resource center: resources.auditor.utah.gov

State Reporting Site: reporting.auditor.utah.gov/UtahLogin

----- Forwarded message -----

From: **Seth Oveson** <soveson@utah.gov>
Date: Fri, Mar 8, 2019 at 2:04 PM
Subject: Re: All the Queen's Horses follow up
To: Johnnie Miller <jmiller@ucip.utah.gov>
Cc: Sonya White <sonya@ucip.utah.gov>

Johnnie,

If you want to send your slides I would be happy to take a look at them and give you some input. Otherwise I will try to be around and make it to your presentation in case there are questions you would prefer to defer to our office.

Hopefully we will find a good venue for the training, I know it got me thinking when we did it and it could be valuable for other people as well.

Seth

On Fri, Mar 8, 2019 at 12:35 PM Johnnie Miller <jmiller@ucip.utah.gov> wrote:

Seth,

The chair of the Treasurer's Affiliate had contacted me last week to ask if I could provide a presentation to their group at the UAC Management Conference on Fraud and Fraud Hotlines. I brought up the documentary idea with him, to do

as a joint session with Auditors at least, if not jointly with commissioners and attorneys as well. He indicated that because of the scheduling of affiliate time, it was highly unlikely to do a joint meeting of any type.

I am thinking we may want to set up a special workshop or a couple regional workshops to show the documentary, have discussion and offer best practices. This would provide a better opportunity to get all the players to attend (Auditor, Treasurer, Commission, Attorney). I met with John Dougall this morning and suggested the same idea. I will be reaching out to all the groups and UAC to try to coordinate these workshops.

I will be presenting to the Treasurers on Fraud and Fraud Hotlines, specifically the development and operation of the statewide fraud hotline which the UCIP Board has authorized me to move forward with. Ricky Hatch had forwarded me the ACFE report that you brought to his attention, so I plan to incorporate some of that material in my presentation. I would welcome your input like we did with the presentation for auditors at the last conference.

Respectfully,

Johnnie Miller, Chief Executive Officer

Utah Counties Indemnity Pool

5397 S Vine Street

Murray, UT 84107

D- 801-307-2114

C 801-718-7107

From: Seth Oveson <soveson@utah.gov>

Date: Thursday, March 7, 2019 at 3:00 PM

To: Sonya White <sonya@ucip.utah.gov>, Johnnie Miller <jmiller@ucip.utah.gov>

Subject: All the Queen's Horses follow up

Sonya/Johnnie,

We spoke briefly a couple of weeks ago about the possibility of using a public showing of the Netflix documentary "All the Queen's Horses" at an association of Counties event and having a discussion/training on fraud risk. I am not sure if you have had time to discuss this or the possibility of co-branding the training between UCIP/UAC and the State Auditor's office.

Lets touch base in the next week or so to see if this is something we can do - I was originally thinking the spring UAC conference would be good but a different conference may work as well.

Thanks,

--

Seth Oveson, CPA

Supervisor, Local Governments Division

435-572-0440


Office of the State Auditor

Utah State Capitol Complex

East Office Building, Suite E310

Salt Lake City, UT 84114-2310

 Image removed by sender.

 Image removed by sender.

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Seth Oveson, CPA

Supervisor, Local Governments Division

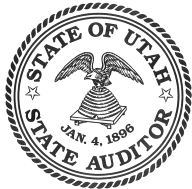
435-572-0440

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Utah State Capitol Complex

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Salt Lake City, UT 84114-2310





Mandy Teerlink <mteerlink@utah.gov>

Fwd: Audio/Visual needs for conference

1 message

Seth Oveson <soveson@utah.gov>
To: Mandy Teerlink <mteerlink@utah.gov>

Tue, Sep 21, 2021 at 3:32 PM

Conference info that included Johnny Miller

Seth Oveson, CPA
Manager, Local Governments Division
435-572-0440

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----- Forwarded message -----

From: **Chris Kauffman** <ckauffman@grandcountyutah.net>

Date: Wed, Mar 27, 2019 at 12:06 PM

Subject: Audio/Visual needs for conference

To: Ann Pedroza <apedroza@utah.gov>, Lincoln Shurtz <lincoln@uacnet.org>, Alan Barnett <abarnett@utah.gov>, jmiller@ucip.utah.gov <jmiller@ucip.utah.gov>, Joshua Nielsen <joshuanielsen@utah.gov>, Jeremy Walker <jeremywalker@utah.gov>, Seth Oveson <soveson@utah.gov>, Tracey Marshall <tmarshall@casscoia.us>

Conference Speakers,

Please let me know what audio visual needs you will have for the conference. Please be specific such as VGA, HDMI or other cords and hookups you will need to connect to the projector and if you need audio. I will forward your info along to the coordinator and they will make sure the conference center is ready with what you need.

Thank you!

Chris Kauffman

Grand County Treasurer

125 E. Center St.

Moab, UT 84532

435-259-1338 work

435-260-8775 cell

<http://grandcountyutah.net/>





Mandy Teerlink <mteerlink@utah.gov>

Fwd: Conference tomorrow and Friday

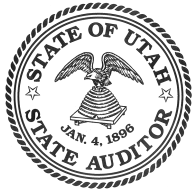
1 message

Seth Oveson <soveson@utah.gov>
To: Mandy Teerlink <mteerlink@utah.gov>

Tue, Sep 21, 2021 at 3:33 PM

Seth Oveson, CPA
Manager, Local Governments Division
435-572-0440

Office of the State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
Salt Lake City, UT 84114-2310



Local government reporting requirements can be found on the local government resource center: resources.auditor.utah.gov

State Reporting Site: reporting.auditor.utah.gov/UtahLogin

----- Forwarded message -----

From: **Chris Kauffman** <ckauffman@grandcountyutah.net>
Date: Wed, Apr 10, 2019 at 12:08 PM
Subject: Conference tomorrow and Friday
To: Ann Pedroza <apedroza@utah.gov>, Lincoln Shurtz <lincoln@uacnet.org>, Alan Barnett <abarnett@utah.gov>, jmiller@ucip.utah.gov <jmiller@ucip.utah.gov>, Joshua Nielsen <joshuanielsen@utah.gov>, Jeremy Walker <jeremywalker@utah.gov>, Seth Oveson <soveson@utah.gov>, Tracey Marshall <tmarshall@casscoia.us>
Cc: Sheri Dearden <sdearden@co.millard.ut.us>

Conference Speakers,

Attached is the schedule for the conference. Treasurer sessions will be held in room "Cascade B" at the:

Utah Valley Convention Center
[220 W Center St, Provo, UT 84601](https://www.utahvalleyconventioncenter.com/)

Due to some last minute changes Thursday afternoon will be slightly different:

1:30-2:15	Ann Pedroza/Jason Nielsen
2:15-2:45	Alan Barnett/Heidi Steed
2:45-3:00	Break
3:00-3:30	Alan Barnett/Heidi Steed continued
3:30-4:00	Lincoln Shurtz
4:00-5:00	Johnnie Miller

Please let me know if you have any questions

Chris Kauffman

Grand County Treasurer

125 E. Center St.

Moab, UT 84532

435-259-1338 work

435-260-8775 cell

<http://grandcountyutah.net/>



From: Chris Kauffman

Sent: Wednesday, March 27, 2019 12:07 PM

To: 'Ann Pedroza' <apedroza@utah.gov>; 'Lincoln Shurtz' <lincoln@uacnet.org>; 'Alan Barnett' <abarnett@utah.gov>; 'jmillers@ucip.utah.gov' <jmillers@ucip.utah.gov>; 'Joshua Nielsen' <joshuanielsen@utah.gov>; 'Jeremy Walker' <jeremywalker@utah.gov>; 'Seth Oveson' <soveson@utah.gov>; 'Tracey Marshall' <tmarshall@casscoia.us>

Subject: Audio/Visual needs for conference

Conference Speakers,

Please let me know what audio visual needs you will have for the conference. Please be specific such as VGA, HDMI or other cords and hookups you will need to connect to the projector and if you need audio. I will forward your info along to the coordinator and they will make sure the conference center is ready with what you need.

Thank you!

Chris Kauffman

Grand County Treasurer

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UACT final schedule 4-10-19.pdf

64K



Mandy Teerlink <mteerlink@utah.gov>

Correspondence with Commissioner Summers

Seth Oveson <soveson@utah.gov>
To: Mandy Teerlink <mteerlink@utah.gov>

Tue, Sep 21, 2021 at 3:35 PM

o: tkotter@boxeldercounty.orgCC: ssummers@boxeldercounty.org

BCC:

Attachment: --none--

Subject: Missing 2019 Financial Certification

Body:

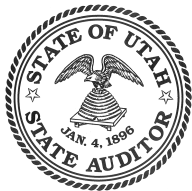
Dear Tom,

It appears that the Box Elder County 2019 Financial Audit Reporting Package (Financial Report) submitted October 6, 2020 by Tom Kotter was valid.

However, the report submission did not include a separately uploaded 2019 Financial Certification. The 2019 Financial Certification was due July 1, 2020. The report remains delinquent. Your entity status remains on hold. Please upload this report to

Seth Oveson, CPA
Manager, Local Governments Division
435-572-0440

Office of the State Auditor
Utah State Capitol Complex
East Office Building, Suite E310
Salt Lake City, UT 84114-2310



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State Reporting Site: reporting.auditor.utah.gov/UtahLogin



Mandy Teerlink <mteerlink@utah.gov>

Fwd: Draft Agenda for Treasurer's Summer Conference

1 message

Seth Oveson <soveson@utah.gov>
To: Mandy Teerlink <mteerlink@utah.gov>

Tue, Sep 21, 2021 at 3:34 PM

Seth Oveson, CPA
Manager, Local Governments Division
435-572-0440

Office of the State Auditor
Utah State Capitol Complex
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Salt Lake City, UT 84114-2310



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----- Forwarded message -----

From: **Nancy Sjostrom** <nancy@instantpayments.com>

Date: Mon, Jun 10, 2019 at 8:28 AM

Subject: RE: Draft Agenda for Treasurer's Summer Conference

To: Chris Kauffman <ckauffman@grandcountyutah.net>, David Damschen <ddamschen@utah.gov>, Brandy Grace <brandy@uacnet.org>, <sasha@thediciogroup.com>, Johnnie Miller <jmiller@ucip.utah.gov>, Seth Oveson <soveson@utah.gov>, Jim Cote <masters@themasterstouch.com>, Joshua Nielsen <joshuanielsen@utah.gov>, Alan Barnett <abarnett@utah.gov>

Cc: Mark Altom <marka@co.davis.ut.us>, Sheri Dearden <sdearden@co.millard.ut.us>

Thanks Chris. I will probably need a projector. I will be doing a Power Point presentation.

Name and organization look great.

Thanks!

Nancy Sjostrom

Secure Instant Payments

Work Phone: 800-764-0844 - Ext. 101

Direct Line: 435-363-0323

Fax: 800-985-9275

Nancy@InstantPayments.com

From: Chris Kauffman <ckauffman@grandcountyutah.net>

Sent: Thursday, June 6, 2019 4:01 PM

To: David Damschen <ddamschen@utah.gov>; Brandy Grace <brandy@uacnet.org>; Sjostrom, Nancy (<nancy@instantpayments.com>) <nancy@instantpayments.com>; sasha@thediciogroup.com; Johnnie Miller <jmiller@ucip.utah.gov>; Seth Oveson <soveson@utah.gov>; Jim Cote <masters@themasterstouch.com>; Joshua Nielsen <joshuanielsen@utah.gov>; Alan Barnett <abarnett@utah.gov>

Cc: Mark Altom <marka@co.davis.ut.us>; Sheri Dearden <sdearden@co.millard.ut.us>

Subject: Draft Agenda for Treasurer's Summer Conference

Conference Presenters,

Thank you to everyone for agreeing to present at our conference in Layton this July. Attached is a draft agenda and schedule. Please respond to me with the following:

1. Make sure that the time slot you have been assigned still works for you. If not, please let me know what could work better.
2. Make sure I have your name, title and company/office correct. Also let me know if there are other people who I should add as co-presenters or if you think a different title for your presentation would be better.
3. Let me know what hook up you need to a projector. Please be specific (HDMI, VGA, etc.) and let me know if you need sound or any other audio/visual requirements.

I'm very excited about the conference and looking forward to meeting those of you who I haven't yet.

Thank you,

Chris Kauffman

Grand County Treasurer

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Moab, UT 84532

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