

**MINUTES
BOX ELDER COUNTY COMMISSION
SEPTEMBER 20, 2022**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 9:47 a.m. on **September 20, 2022**. The following members were present:

Jeff Scott	Chairman
Stan Summers	Commissioner Via Conference Call
Jeff Hadfield	Commissioner
Tammy Gibson	Deputy Clerk

Excused:	Marla Young	Clerk
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The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 9:56 a.m.

The regular session was called to order by Chairman Scott at 10:00 a.m. with the following members present, constituting a quorum:

Jeff Scott	Chairman
Stan Summers	Commissioner Via Conference Call
Jeff Hadfield	Commissioner
Tammy Gibson	Deputy Clerk

Excused:	Marla Young	Clerk
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The prayer was offered by Chairman Scott.

The Pledge of Allegiance was led by County Assessor Rodney Bennett.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 07, 2022 WERE POSTPONED UNTIL THE NEXT MEETING.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

Visit To Washington D.C. -Commissioners

The Commissioners took a visit to Washington DC with NACo, (National Association of Counties). They met with the senate delegation, spending time with Representative Blake Moore and Senator Mitt Romney. They discussed PILT payments and hope to get a 3-5 year term approved instead of doing annual approval. They also spent time discussing water projects with the Natural Resources Committee. They are hopeful improvements will be made regarding water in Box Elder County.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

No Former Agenda Items were discussed.

EMERGENCY MANAGEMENT ISSUES

Plan Of Succession Of Authority-Mark Millett

Emergency Manager Mark Millett stated that the county needs to submit a Line of Succession of Authority to the state. The county needs to have a plan in place in case disaster strikes.

MOTION: Commissioner Hadfield made a motion to approve the Line of Succession pending a few changes. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

New County Emergency Plan-Mark Millett

Emergency Manager Mark Millett stated the original County Emergency Plan was from 2003 and the state has requested an update. The new plan is very streamlined for specific disasters and applications. The county is working with other areas to get plans across all municipalities so everyone can work together.

MOTION: Commissioner Hadfield made a motion to approve the County Emergency Plan. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ARPA

Chairman Scott reported some applications have come in. They will do a formal review at the next meeting.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Donation to Search and Rescue-Riley Yates

Commissioner Summers stated that during a training for the Search and Rescue, Riley Yates from Stotz John Deere presented a donation of approximately \$15,000. The Commissioners expressed appreciation to Stotz John Deere for their generous donation.

ATTORNEY'S OFFICE

MOU #22-31 Between ICAC and Box Elder County Attorney's Office-Ryan Staats

County Attorney's Office Investigator Ryan Staats stated MOU #22-31 is a renewal with ICAC. There is a change for this year as they have been given a \$5,000.00 grant. They plan to use the money to get new digital forensic tools.

MOTION: Commissioner Hadfield made a motion to approve MOU #22-31 between ICAC and Box Elder County Attorney's Office. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 2 - MOU #22-31

Resolution #22-09 Perry City Requesting the use of Public Transit Tax- Robert Barnhill

Deputy Attorney Anne Hansen stated that at the last Commission Meeting the Commissioners passed an ordinance that created an avenue for Resolution #22-09 that allows Perry City to access funds pertaining to the Orchard Pathway Trail and for a future UTA station.

MOTION: Commissioner Hadfield made a motion to approve Resolution #22-09 for the requisition of the Public Transit Tax in the amount of \$250,000 for Perry City. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO. 3 - Resolution #22-09

AUDITOR'S OFFICE

Allowance of Low Income Abatement for 2021- County Portion Carl Burgess-Shirlene Larsen

County Auditor Shirlene Larsen stated they received a request for an abatement. She explained Mr. Burgess' application for last year was lost in the mail while he was hospitalized. The application for 2021 will allow him to have a 50% county abatement. He has very limited income and health issues. Mr Burgess has applied for the 2022 abatement.

MOTION: Commissioner Hadfield made a motion to approve the abatement allowance for the 2021 year. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

Audit Report From Wiggins and Co-Kolton Braegger

County Auditor Shirlene Larsen and Kolton Braegger with Wiggins and Co. stated that they have finished the audit. They presented it to the Commissioners. Kolton Braegger explained that the audit found the county is in compliance as of Dec 31, 2021. They reported significant issues arose during the audit. New strategies have been put in place so future audits will be better. They suggested establishing policies and procedures for fixed assets and recommended the Auditor's office be fully staffed, cross trained, additional training for staff on new software, have clear deadlines in place for reconciliations, and to consider continuing the use of the outside consultant that was hired in May of 2022.

Kolton Braegger expressed a special thanks to the Auditor's office. He stated they had positive attitudes and put in extra time to get the audit completed.

Commissioner Scott thanked Auditor Shirlene Larsen and the auditor team for their hard work.

MOTION: Commissioner Hadfield made a motion to approve the Audit Report for 2021 from Wiggins and Co. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea

COMMISSIONERS

Public Hearing for the Bingham Ag Protection-Commissioners

Chairman Scott opened the public hearing for comments regarding creating an Ag Protection Area in the Honeyville area.

Boyd Bingham explained that he purchased the ranch from a cousin, and decided to place it into an Ag Protection to continue to farm it.

Commissioner Summers stated that the ag protection system is a good system for people who plan on continuing with agriculture. The Ag Protection expires in 20 years and will need to be renewed.

MOTION: Commissioner Hadfield made a motion to close the public hearing. The motion was seconded by Commissioner Summers and the hearing was closed.

ATTACHMENT NO. 4-Public Hearing Attendance Sheet

Resolution #22-10 Ag Protection-Commissioners -

MOTION: Commissioner Hadfield made a motion to approve Resolution #22-10. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of

Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea

ATTACHMENT NO. 5- Resolution #22-10 Ag Protection

Letter of Support for the Sale of Washakie Property-Commissioners

Chairman Scott stated the letter of support is being sent to Judge Jill Parrish to encourage the sale of the Washakie property. The sale of the property would be beneficial to the county to recoup some past taxes on the property.

MOTION: Commissioner Hadfield made a motion to approve a letter of support for the sale of the Washakie property. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea

ATTACHMENT NO. 6 - Letter of Support

COMMUNITY DEVELOPMENT

Ordinance #569 Rezone Located 1650 N 2400 W from RR-20 to C-G-Scott Lyons

Community Development Director Scott Lyons stated he was asked to prepare ordinance #569 during the last Commission meeting for a rezone. The property is located at 1650 N 2400 W. The fifty-five acres on the East side of 2400 West will now be zoned general commercial.

MOTION: Commissioner Hadfield made a motion to approve Ordinance #569. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea

ATTACHMENT NO. 7 - Ordinance #569

Ben Wheelwright Subdivision-Scott Lyons

This item was canceled.

BUILDINGS & GROUNDS

Box Elder County Justice Center Remodel-Codey Illum

Chief Building Official Codey Illum stated they received bids for the Justice Court building. Last year they budgeted \$740,000. Bids came in under that amount. He explained that E.K. Bailey Company was the lowest bid. He said he will bring a contract to a future meeting after adjustments are made to the electrical bids.

MOTION: Commissioner Hadfield made a motion to award the bid for the Justice Court building to E.K. Bailey, pending electrical adjustment. The motion was seconded by

Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea

ATTACHMENT NO. 8 - Bid Sheet

FIRE DEPARTMENT

Garland House Fire Balance Write Off-Tiffine Jensen

Fire Clerk Tiffine Jensen stated the Steinlicht house fire at a trailer park in Garland resulted in a total loss. The municipal service fee is billed for the entire cost until payment from insurance is processed. She asked the Commission to write-off the remaining amount due from the homeowner.

MOTION: Commissioner Hadfield made a motion to approve the Elmer Steinlicht write-off. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea

SHERIFF'S OFFICE

Beer Tax Grant Billing for Box Elder County to be Reimbursed for Items/Services that Meet the Guidelines of the Beer Tax Grant-Lt. Summerhill

Sheriff's Deputy Lt. Jim Summerhill presented the Beer Tax Grant. They are waiting for correspondence from the state regarding carryover funds and recommended approval pending formal numbers from the state.

MOTION: Commissioner Hadfield made a motion to approve the Beer Tax Grant pending final numbers from the state. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea

WEED DEPARTMENT

Renewal of Contract #22-32 with BLM to Reimburse the County for Treatment of Noxious Weeds on BLM Lands-Wyatt Freeze

Weed Department Manager Wyatt Freeze stated Contract #22-32 is a renewal contract with BLM. The contract reimburses the county \$7,500.00 towards the spraying of noxious weeds on BLM lands mostly in the Grouse Creek area. The contract is for four years.

MOTION: Commissioner Hadfield made a motion to approve Contract #22-32 with BLM. The motion was seconded by Commissioner Summers and unanimously carried on a roll call vote of Chairman Scott voting Yea, Commissioner Hadfield voting Yea, and Commissioner Summers voting Yea.

ATTACHMENT NO.9 - Renewal of Contract #22-32

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 118753 through 118830 in the amount of \$803,829.63, with Voided claims 118737, and claim numbers 118851 through 118881 in the amount \$59,794.32

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	PA Type:	Effective Date:
NESSEN, PARKER	SHERIFF'S DEPARTMENT	TRANSFER	09/25/2022
BRONSON, KELTON	SHERIFF'S DEPARTMENT	TRANSFER	10/09/2022
RICHARDS, COURTLAND	WEED DEPARTMENT	COMPENSATION CHANGE	09/23/2022
CASTEEL, CAROLYN	SHERIFF'S DEPARTMENT	SEPARATION	09/06/2022
POUND, MITCHELL	WEED DEPARTMENT	SEPARATION	08/25/2022
STOKES, COOPER	WEED DEPARTMENT	SEPARATION	08/5/2022

CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation and the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms

MOTION: At 11:09 a.m. a motion was made by Commissioner Hadfield to move into a closed session. The motion was seconded by Commissioner Summers and unanimously carried.

MOTION: At 11:43 a.m. a motion was made by Commissioner Hadfield to reconvene into regular commission meeting. Commissioner Summers seconded the motion. The motion was carried unanimously and regular commission meeting was reconvened.

ADJOURNMENT

A motion was made by Commissioner Hadfield to adjourn. Commissioner Summers seconded the motion, and the meeting adjourned at 11:44 a.m.

ADOPTED AND APPROVED in regular session this 5th day of October, 2022.

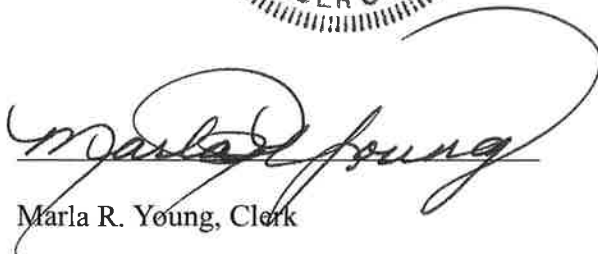

Jeff Scott, Chairman


Stan Summers, Commissioner


Jeff Hadfield, Commissioner

ATTEST:




Marla R. Young, Clerk



COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Tuesday, September 20, 2022 at 10:00 AM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 9:45 A.M. and a regular Commission Meeting commencing at 10:00 A.M. on Tuesday September 20, 2022 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

1. ADMINISTRATIVE / OPERATIONAL SESSION

- A. Agenda Review / Supporting Documents
- B. Commissioners' Correspondence
- C. Staff Reports

2. CALL TO ORDER 10:00 A.M.

- A. Invocation Given by: Commissioner Summers
- B. Pledge of Allegiance Given by: Rodney Bennett
- C. Approve Minutes 09-07-2022

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. ARPA

6. EMERGENCY MANAGEMENT ISSUES

- A. 10:08 Plan Of Succession Of Authority-Mark Millett
- B. 10:13 New County Emergency Plan-Mark Millet

7. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 10:16 Donation to Search and Rescue-Riley Yates

8. ATTORNEY'S OFFICE

- A. 10:21 Mou #22-31 Between ICAC and Box Elder County Attorney's Office-Ryan Staats
- B. 10:23 Resolution #22-09 Perry City Requesting the use of Public Transit Tax- Robert Barnhill

9. AUDITOR'S OFFICE

- A. 10:27 Allowance of Low Income Abatement for 2021- County Portion Carl Burgess-Shirlene Larsen
- B. 10:29 Audit Report From Wiggins and Co-Kolton Bragger

10. COMMISSIONERS

- A. 10:34 Public Hearing for the Bingham Ag Protection-Commissioners
- B. 10:42 Resolution #22-10 Ag Protection-Commissioners

C. 10:44 Letter of Support for the Sale of Washakie Property-Commissioners

11. COMMUNITY DEVELOPMENT

A. 10:46 Ordinance #569 Rezone Located 1650 N 2400 W from RR-20 to C-G-Scott Lyons

B. 10:48 Ben Wheelwright Subdivision-Scott Lyons

12. BUILDINGS & GROUNDS

A. 10:50 Box Elder County Justice Center Remodel-Codey Illum

13. FIRE DEPARTMENT

A. 10:55 Garland House Fire Balance Write Off-Tiffine Jensen

14. SHERIFF'S OFFICE

A. 11:00 Beer Tax Grant Billing for Box Elder County to be Reimbursed for Items/Services that Meet the Guidelines of the Beer Tax Grant-Lt. Summerhill

15. WEED DEPARTMENT

A. 11:05 Renewal of Contract #22-32 with BLM to Reimburse the County for Treatment of Noxious Weeds on BLM Lands-Wyatt Freeze


16. WARRANT REGISTER

17. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE

18. CLOSED SESSION

19. ADJOURNMENT

Prepared and posted this 16th day of September, 2022. Mailed to the Box Elder News Journal and the Leader on the 16th of September, 2022. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 10:00 a.m.

A handwritten signature in black ink, appearing to read "Marla R. Young". The signature is fluid and cursive, with the first name "Marla" being more prominent and the last name "Young" written in a similar style.

Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.



MEMORANDUM of UNDERSTANDING

Between

**Utah Internet Crimes Against Children
(ICAC) Task Force**

&

The

Box Elder County Attorney's Office

PARTIES

The Utah Attorney General's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (**OJJDP**) grant to enforce laws regarding Internet crimes against children (**ICAC**), and the Office utilizes this grant to administer and operate the ICAC Task Force. Notwithstanding anything outlined herein, the agreement between the Parties shall be subject to any restrictions, limitations, or requirements of the OJJDP grant.

This Memorandum of Understanding (**MOU**) is entered into by the Utah Attorney General's Office, administrator of the grant funds and the Utah ICAC Task Force, and the Box Elder County Attorney's Office, with the Utah ICAC Task Force.

OVERVIEW / MISSION STATEMENT

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases.

Therefore, the mission of the Utah Attorney General's ICAC Task Force is to: (1) properly investigate and prosecute those who sexually exploit children using the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting ICAC; and (3) provide community education regarding the prevention of ICAC.

PURPOSE

The purpose of this MOU is to formalize the working relationship between the Box Elder County Attorney's Office, and the Utah Attorney General's ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, the Box Elder County Attorney's Office, agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating crimes against children that occur in relationship with the Internet or other electronic media devices. By becoming an affiliate with the Utah ICAC Task Force, the Box Elder County Attorney's Office, will benefit from grant resources, joint operations, forensic resources, officer wellness and training opportunities. By entering into this MOU, the Utah Attorney General's ICAC Task Force will benefit from the investigative support from the Box Elder County Attorney's Office.

INVESTIGATIONS

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other Utah Attorney General's ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. In addition, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards, incorporated herein by reference (see attached). Box Elder County Attorney's Office further agrees to abide by standards and protocols of the Utah ICAC Task Force and that investigators will attend and follow national and local ICAC training. Violation of the ICAC Operational and Investigative Standards and/or Utah Task Force standards and protocols is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency.

REQUIREMENTS OF ICAC INVESTIGATIONS INVOLVING AFFILIATE INVESTIGATORS

The Box Elder County Attorney's Office, agrees that only sworn peace officer(s), assigned as ICAC investigator(s), will conduct undercover ICAC investigations. Each investigator involved with undercover operations shall receive ICAC training prior to initiating proactive investigations. This training can be received through ICAC nationally approved trainings and/or training programs through the Utah ICAC Task Force.

The Box Elder County Attorney's Office ICAC investigator(s), will conduct reactive investigations, including investigations of child pornography, Cybertipline referrals from NCMEC, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional cases may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

When requested, the Box Elder County Attorney's Office ICAC investigator(s), will provide agents assigned to the Utah ICAC Task Force access to ICAC investigative files, including computer records, to ensure compliance with all national ICAC standards. The Utah ICAC Task Force will also provide case file information when requested to the Box Elder County Attorney's Office.

Box Elder County Attorney's Office is responsible to provide all Box Elder County Attorney's Office ICAC investigator(s) with a secured work area with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets or devices that are encrypted and under the control of investigators assigned to ICAC cases through the Box Elder County Attorney's Office with restricted access to authorized personnel only.

Box Elder County Attorney's Office will conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Forces.

GRANT REQUIREMENTS

The Office of the Utah Attorney General has awarded Box Elder County Attorney's Office with a state grant for **\$5,000 for the fiscal year of July 1, 2022, through June 30, 2023, to be used and implemented by the Box Elder County Attorney's Office.** This grant is to partially fund the ICAC affiliate officers/agents assigned from the Box Elder County Attorney's Office regarding crimes against children as they relate to the Internet and other electronic media. These cases include but are not limited to Sexual Exploitation of a Minor, Possession/Distribution/Manufacturing of Child Pornography, Sexual Extortion involving a child and Enticing a Minor over the Internet, etc.

The funds awarded in this grant are only to be used for the following purposes: 1) Over-time of ICAC affiliate Task Force members who are actively working cases that relate to OJJDP National ICAC Task Forces and the Mission Statement of the Utah ICAC Task Force; 2) Training and travel costs associated with approved ICAC Training; 3) Equipment and office supplies as they relate to ICAC case work; 4) Software and Internet lines as they relate to ICAC case work; 5) Travel costs associated with ICAC case work; and 6) Public education presentations and applicable materials to aid in these presentations.

In order to facilitate the continued receipt of funds supportive of the grant contemplated herein, Box Elder County Attorney's Office agrees that by accepting the grant amount from the Office of the Utah Attorney General, they will not enter into any agreement or otherwise accept additional funds from any other source that are specifically granted for the purpose of ICAC related investigations (i.e., "no double dipping" from funds specifically for the purpose of funding ICAC investigations). This provision shall not limit Box Elder County Attorney's Office from seeking other funds for non-ICAC related investigations, or federal funds for other or general law enforcement activities, equipment, etc.

SUPERVISION

Box Elder County Attorney's Office will be responsible for the operational supervision, administrative control, and personal and professional conduct of their ICAC investigator(s). ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

LIABILITY

Box Elder County Attorney's Office is responsible and liable for the acts and omissions of its own investigator(s), or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own investigator(s) or employees that occur within the scope of their official duties.

REPORTING STATISTICS

The assigned Box Elder County Attorney's Office ICAC investigator(s) shall submit monthly statistics to the Utah Attorney General's ICAC Commander on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the ICAC Data System (IDS) by the **10th** day of each month and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas, and court orders issued, cases filed, accepted or rejected with the Federal, State and local prosecutors, as well as any subsequent convictions in the judicial system, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each case of sexual exploitation of a minor (child pornography) and criminal solicitation of a minor (enticement/traveler) case investigated by the Box Elder County Attorney's Office ICAC investigator(s). The Utah Attorney General's Office will be responsible for all required reporting to OJJDP and the State of Utah.

TRAINING

Box Elder County Attorney's Office shall make their ICAC investigator(s) designated as Task Force members available for applicable specialized training provided through the National ICAC program, the Utah ICAC Task Force and other appropriate training programs. The Utah Attorney General's Office will review training requests as they relate to National ICAC programs. Box Elder County Attorney's Office will be required to pay the normal salary of their staff member(s) while they are attending the training.

CONFIDENTIALITY


It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence and will only be shared with participating ICAC Task Force members, ICAC affiliates and/or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

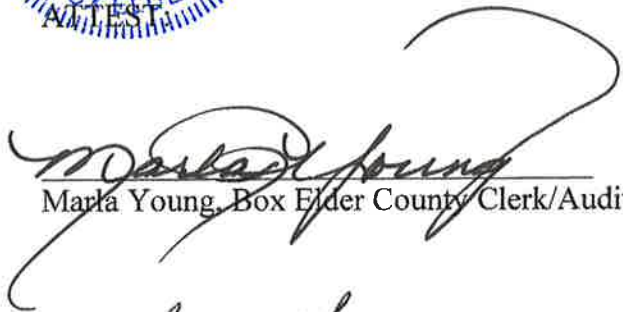
EFFECTIVE DATE


This agreement shall be effective on July 1, 2022, and continue until such time as state funding for the Grant ends on June 30, 2023, or the agreement is canceled by either party upon written notice delivered to both The Office of the Utah Attorney General and the Box Elder County Attorney's Office.

Entered this 20th day of September, 2022.




Chair Jeffrey D. Scott, Box Elder County Board of Commissioners
Jeffrey JDS


Marla Young, Box Elder County Clerk/Auditor


Chief Lee Lucey, Utah Attorney General's Investigation Division


Commander Alan White, Utah Attorney General's ICAC Task Force

RESOLUTION 22-09

A RESOLUTION OF BOX ELDER COUNTY APPROVING PERRY CITY'S TRANSIT SALES AND TAX FUNDING REQUEST FOR THE HISTORIC ORCHARD PATHWAY CONNECTION TO THE FUTURE FRONTRUNNER STATION AT 1100 SOUTH.

WHEREAS, Box Elder County (hereafter "County") is a political subdivision of the State of Utah and the Board of County Commissioners is the Legislative Body of the County; and

WHEREAS, the Legislative Body of the County passed Ordinance 566 providing the Board of County Commissioners the authority to grant requests by municipalities within the county to utilize second quarter transit sales and use tax funds collected on behalf of Box Elder County for approved transit related projects; and

WHEREAS, Perry City is a municipality within Box Elder County, and is located within a large transit district operated by the Utah Transit Authority (hereafter UTA") where transit sales and use tax is collected; and

WHEREAS, Perry City seeks to use second quarter transit sales and use tax funds collected on behalf of Box Elder County to connect the Historic Orchard Pathway to the future Front Runner Station on 1100 South; and

WHEREAS, Perry City requests funding assistance in the amount of \$250,000 for the construction of the Historic Orchard pathway, connection to pathway improvements along the pathway, and to connect the Historic Orchard Pathway to UTA property designated for future use as a Front Runner Station on 1100 South (the "Historic Orchard Pathway Trail Project"); and

WHEREAS, in consultation with the Utah Transit Authority, the Board of County Commissioners finds the proposed Historic Orchard Pathway Trail Project to be an important component of the public transit system in Box Elder County; and

WHEREAS, this request falls within the designated purposes outlined in Ordinance 566, which allows for funding to be used for the construction, maintenance or improvement of "an active transportation facility that is for nonmotorized vehicles and multimodal transportation and connects an origin with a destination."

NOW, THEREFORE, BE IT RESOLVED by the County Legislative Body of Box Elder County, State of Utah, that it hereby grants Perry City's request for use of second quarter transit sales and use tax funds collected on behalf of Box Elder County in the amount of two hundred and fifty thousand dollars (\$250,000.00), for the Historic Orchard Pathway Trail Project which will connect the Historic Orchard Pathway to the future Frontrunner station on 1100 South.

ADOPTED AND APPROVED in regular session of the Box Elder County Commission this the 20th day of September 2022.



Commissioner Summers

Voting

Yea

Commissioner Hadfield

Voting

Yea

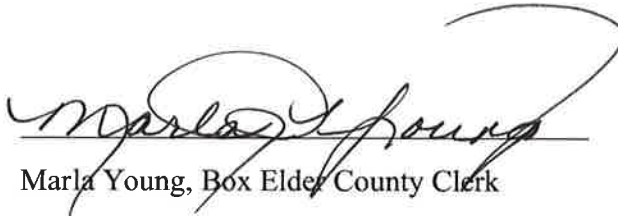
Commissioner Scott

Voting

Yea


Jeff Scott, Box Elder Commission Chair

ATTEST:


Marla Young, Box Elder County Clerk

Public Hearing 9-20-2022

Bingham Ag Protection Area

<u>Name</u>	<u>Phone</u>
James Sumner	435-078-3610
Anna Hardy	
Terrain Anderson	435-237-9074
Mike Raraberg	435-744-5164
Scott Lyons	3316
Darin McFarland	2500
Cody Hill	3303

RESOLUTION NO. 22-10

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF BOX ELDER COUNTY, UTAH APPROVING A PROPOSAL TO CREATE AN AGRICULTURE PROTECTION AREA.

The Board of Commissioners of Box Elder County, Utah as the county legislative body of Box Elder County, Utah, referred to herein as the "County Commission" recite the following as the basis for adopting this Resolution:

- A. A proposal was filed with the Box Elder County Commission by a landowner or landowners that a total of 239.71 acres of land in agriculture production located in Box Elder County be established and created as an agriculture protection area pursuant to the provisions of §17-41-301 of the Utah Code.
- B. The Box Elder County Commission provided notice of the filing of the proposal by posting notice on the Utah Public Notice Website, posting notice at five places, designated by the Box Elder County Commission, within or near the proposed agricultural protection area, and mailing written notice to each owner of land within 1,000 feet of land proposed for inclusion within the proposed agricultural protection area, pursuant to §17-41-302 of the Utah Code.
- C. After providing notice, the County Commission referred the proposal and all proposed modifications and objections to the Box Elder County Agriculture Protection Area Advisory Board and the Box Elder County Planning Commission. Reports from each of these boards were then received and reviewed by the County Commission.
- D. After receiving the written reports from the Advisory Board and the Planning Commission, the County Commission scheduled and provided notice of a public hearing by publishing notice in a newspaper having general circulation within Box Elder County, on the Utah Public Notice Website, posting notice in five public places, as designated by the County Commission, within or near the proposed agricultural protection area, and mailing notice to each owner of land within 1,000 feet of the land proposed for inclusion within the proposed agricultural protection area, pursuant to §17-41-304 of the Utah Code.
- E. The County Commission then conducted a public hearing on May 4, 2022 pursuant to notice as required by UCA Section 17-41-304 and received oral or written public comment from all interested persons.
- F. After having considered all of the reports, comments and information provided to it, the County Commission has found and determined that the land within the proposed agriculture protection area is currently being used for agriculture production, the land is zoned for agriculture use, the land is viable for agriculture production, the extent and nature of existing or proposed farm improvements is appropriate, and the anticipated trends in agricultural and technological conditions that might affect the proposed agriculture protection area are appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Box Elder County, Utah with 3 members present and 3 members voting in favor, as follows:

Section 1. Agriculture Protection Area Created. The following land is hereby created and established as an agriculture protection area pursuant to Title 17, Chapter 41 of the Utah Code:

(See Attachment A)

Section 2. Notice of Creation of Agriculture Protection Area. The Box Elder County Clerk shall, within 10 days, record this resolution with the County Recorder and file it with the Box Elder County Planning Commission. Within 10 days of recording this resolution with the Box Elder County Recorder, the County Clerk shall send written notification to the Commissioner of Agriculture and Food that this agricultural protection area has been created.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of September, 2022.


Jeff Scott, Chairman

attended via conference call
Stan Summers, Commissioner


Jeff Hadfield, Commissioner



ATTEST:


Marla R. Young, Clerk

Acknowledgment

State of Utah)

County of Box Elder

On this 20th day of September in the year 2022, before me, Marla Young a notary
date month year notary public name

public, personally appeared Jeff Scott, Jeff Hadfield, proved on the basis of satisfactory
Chairman Commissioner name of document

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged

(he/she/they) executed the same.

Witness my hand and official seal.

Marla Young
(notary signature)



(seal)

Exhibit "A"

04-069-0016

2.24 AC

BEG ON SOUTH LINE OF SEC 25 & WEST R/W LINE OF COUNTY RD, AT A POINT 69.45 FT S 89°31'59" W ALONG SEC LINE FROM SE CORNER OF SEC 25, T 10N, R 03W, SLM. THENCE S 89°31'59" W 319.47 FT ALONG SD SEC LINE; NORTH 276.30 FT PARALLEL TO EAST LINE SD SEC (BOB) TO FENCE LINE; THENCE FOLLOWING THREE (3) COURSES ALONG FENCE LINE: 1) N 89°10'47" E 143.16 FT; 2) N 86°19'57" E 193.20 FT; 3) N 77°36'36" E 54.21 FT TO EAST LINE OF SD SEC 25; SOUTH 64.38 FT TO WEST R/W LINE OF FENCE & COUNTY RD; THENCE FOLLOWING FOUR (4) COURSES ALONG SD R/W LINE OF COUNTY RD: 1) S 68°35'50" W 30.39 FT; 2) S 12°54'22" W 172.63 FT; 3) S 07°46'58" W 41.29 FT; 4) S 11°13'27" E 15.39 FT TO POB.

04-069-0039

225.62 AC

PART OF THE SE/4 AND A PART OF THE NE/4 OF SEC 25, T 10N, R 03W, SLBM. BEGINNING AT THE INTERSECTION OF THE WEST R/W LINE OF 4400 WEST ST AND THE SOUTH LINE OF SAID SEC 25 BEING AN EXISTING FENCE LINE LOCATED 35.09 FT S 00°04'42" E AND 62.66 S 89°44'49" W ALONG SAID EASTERLY PROJECTION OF AN EXISTING FENCE LINE BEING THE LINE OF SAID SECTION FROM A BOX ELDER COUNTY BRASS CAP BEING THE MONUMENTED SE CORNER OF SAID SEC 25. THENCE S 89°44'49" W 730.46 FT ALONG SAID FENCE PROJECTION TO AN EXISTING FENCE CORNER; N 01°49'58" E 110.44 FT ALONG AN EXISTING FENCE LINE TO AN EXISTING FENCE CORNER; S 84°11'52" W 33.01 FT ALONG AN EXISTING FENCE LINE; N 08°47'56" W 176.30 FT; S 89°49'11" W 1421.00 FT TO THE NORTHEASTERLY R/W LINE OF STATE HIGHWAY 13 (CORINNE CUTOFF ROAD); THENCE NORTHWESTERLY TO THE RIGHT ALONG THE ARC OF A 2814.90 FT RADIUS NON TANGENT CURVE, A DISTANCE OF 292.20 FT, CHORD BEARS N 24°16'25" W 292.07 FT, HAVING A CENTRAL ANGLE OF 05°56'51" ALONG SAID NORTHEASTERLY R/W TO THE EAST LINE OF UTAH DEPARTMENT OF TRANSPORTATION PROPERTY TAX ID NO 04-069-0025; THENCE ALONG THE BOUNDARY OF SAID PROPERTY THE FOLLOWING THREE (3) COURSES: 1) NORTHERLY TO THE RIGHT ALONG THE ARC OF A 1403.37 FT RADIUS NON TANGENT CURVE, A DISTANCE OF 153.00 FT, CHORD BEARS N 13°04'41" W 152.93 FT, HAVING A CENTRAL ANGLE OF 06°14'48"; 2) N 09°58'10" W 270.75 FT; 3) N 74°58'10" W 49.06 FT TO SAID NORTHEASTERLY R/W LINE; THENCE ALONG SAID NORTHEASTERLY R/W LINE THE FOLLOWING TWO (2) COURSES: 1) NORTHERLY TO THE RIGHT ALONG THE ARC OF A 2814.86 FT RADIUS NON TANGENT CURVE, A DISTANCE OF 505.84 FT, CHORD BEARS N 07°02'15" W 505.16 FT, HAVING A CENTRAL ANGLE OF 10°17'46"; 2) N 00°30'49" W 198.24 FT TO THE EAST R/W LINE OF 4800 WEST ST; N 00°06'41" E 2418.12 FT ALONG SAID EAST R/W LINE TO THE NORTH LINE OF THE S/2 OF THE NE/4; N 89°39'22" E 2590.29 FT ALONG SAID NORTH LINE TO THE EAST LINE OF SAID SEC 25; S 00°10'10" W 3766.89 FT ALONG SAID EAST LINE TO THE NE CORNER OF THE CLIFFORD BINGHAM SUBDIVISION RECORDED AS RS# 2000-1161 IN THE BOX ELDER COUNTY RECORDERS OFFICE; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FIVE (5) COURSES: 1) S 77°46'34" W 54.24 FT (S 77°36'36" W 54.21 FT BY RECORD); 2) S 86°29'55" W (S 86°19'57" W BY RECORD) 193.20 FT; 3) S 89°20'45" W (S 89°10'47" W BY RECORD) 143.16 FT; 4) S 00°09'58" W (SOUTH BY RECORD) 276.30 FT; 5) N 89°41'57" E (N 89°31'59" E

BY RECORD) 319.47 FT ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE WEST R/W LINE OF SAID 4400 WEST ST; THENCE S 11°03'29" E 35.66 FT ALONG SAID WEST R/W LINE TO THE POINT OF BEGINNING. LESS: [04-079-0003] (ENT# 393402) BEG AT NE CORNER OF SEC 36, T 10N, R 03W, SLM. THENCE SOUTH 15 RDS; WEST 53.33 RDS; NORTH 15 RDS; EAST 53.33 RDS TO BEG. LESS: TRACT DEEDED TO BOX ELDER COUNTY (BK 410, PG 316). PARTS OF THE NE/4 OF SEC 36 AND SE/4 OF SEC 25, T 10N, R 03W, SLBM. BEG AT THE NE CORNER OF SD SEC 36. THENCE SOUTH ALONG THE EAST LINE OF SD SEC 36 248 FT M/L TO THE GRANTORS SOUTH PROPERTY LINE; WEST 50 FT TO AN EXISTING FENCE; N 00°13'00" W 140 FT M/L; N 10°11'00" W 132.1 FT; N 12°09'00" E 207.1 FT (THE PRECEDING THREE (3) COURSES BEING ALONG AN EXISTING FENCE); N 69°20'00" E 31.1 FT M/L TO THE EAST LINE OF SD SEC 25; SOUTH 235.5 FT ALONG SD EAST LINE TO THE POB.

04-041-0017

1.24 AC

BEG AT A PT ON SEC LINE 150 FT E OF SW COR OF SEC 30 T10N R2W SLM, N 14° 56'31" W 294.64 FT, N 70°25'E 245.8 FT, S 89°35'E ABT 285 FT TO W BANK OF B.R., SLY ALG SD RIVER TO S LINE OF SD SEC 30, TH W ALG SEC LINE 431.55 FT TO BEG. LESS: BEG ON S BOUNDARY OF SEC 30 AT A PT 150.00 FT E FROM THE SW COR OF SEC 30, (RELATIVE TO W BOUNDARY OF SD SEC BEARING N), N 14°56'03"W 294.64 FT, N 70°25'E 245.80 FT, S 89°35'E 132.10 FT, S 4°13'30"W 367.11 FT TO S BOUNDARY OF SD SEC 30, W 260.7 FT TO POB.

04-041-0018

0.77 AC

BEG AT SW COR OF SEC 30, TWP 10N, R 2W, SLM, TH RUNNING N 281.5 FT, N 87°34'E 75 FT, S 14°54'E 297 FT, N 89°25'W 154 FT TO BEG.

04-041-0025

2.48 AC

BEG ON S BOUNDARY OF SEC 30 AT A PT 150.00 FT E FROM SW COR OF SEC 30 T10N R2W SLM, (RELATIVE TO W BOUNDARY OF SD SEC BEARING N), N 14°56'03"W 294.64 FT, N 70°25'E 245.80 FT S 89°35'E 132.10 FT, S 4°13'30"W 367.11 FT TO S BOUNDARY OF SD SEC 30, W 260.70 FT TO POB.

04-069-0040

7.36 AC

SE/4 & S/2 OF NE/4 OF SEC 25, T 10N, R 03W, SLM. EXC: TRACT FOR ROAD. LESS: TRACT DEEDED TO RON RATHBONE JT (BK 249, PG 661). BEG AT A POINT 112 FE NORTH OF THE SW CORNER OF THE SE/4 OF SEC 25, T 10N, R 03W, SLBM. THENCE NORTH 368 FT TO THE WEST LINE OF THE MALAD VALLEY BRANCH OF THE OSLRR; FOLLOWING SD WEST LINE OF RR SOUTHEASTERLY TO A POINT 209 FT EAST OF THE POB; WEST 209 FT TO POB. LESS: TRACT DEEDED TO BRUCE DANNER & WIFE (BK 256, PG 491). BEG AT THE SW CORNER OF THE SE/4 OF SEC 25, T 10N, R 03W, SLBM. THENCE NORTH 112 FT; EAST TO THE WEST R/W LINE OF THE MALAD VALLEY BRANCH OF THE OSLRR CO; THENCE FOLLOWING SD WEST R/W

LINE SOUTHEASTERLY 120 FT M/L TO THE SOUTH LINE OF SD SEC; WEST ALONG SD SEC LINE 276 FT M/L TO THE POB. LESS: [04-069-0009] TRACT DEEDED TO DAVID P BINGHAM JT (BK 299, PG 351). BEG AT A POINT ON EAST LINE OF [OLD] STATE HWY R/W, WHICH IS 488 FT M/L EAST OF S/4 CORNER OF SEC 25, T 10N, R 03W, SLM. THENCE EAST 160 FT; NORTH 130 FT; WEST 165 FT TO EAST LINE OF [OLD] STATE HWY R/W; SOUTH 130 FT M/L TO POB. LESS: TRACT DEEDED TO BOX ELDER COUNTY (BK 410, PG 316). PARTS OF THE NE/4 OF SEC 36 AND SE/4 OF SEC 25, T 10N, R 03W, SLM. BEG AT THE NE CORNER OF SD SEC 36. THENCE SOUTH ALONG THE EAST LINE OF SD SEC 36 248 FT M/L TO THE GRANTORS SOUTH PROPERTY LINE; WEST 50 FT TO AN EXISTING FENCE; N 00°13'00" W 140 FT M/L; N 10°11'00" W 132.1 FT; N 12°09'00" E 207.1 FT (THE PRECEDING THREE (3) COURSES BEING ALONG AN EXISTING FENCE); N 69°20'00" E 31.1 FT M/L TO THE EAST LINE OF SD SEC 25; SOUTH 235.5 FT ALONG SD EAST LINE TO THE POB. LESS: [04-069-0016] TRACT DEEDED TO CLIFFORD H BINGHAM TTEE ETAL (ENT# 147386). BEG ON SOUTH LINE OF SEC 25 WEST R/W LINE OF COUNTY RD, AT A POINT 69.45 FT S 89°31'59" W ALONG SEC LINE FROM SE CORNER SEC 25, T 10N, R 03W SLM. THENCE S 89°31'59" W 319.47 FT ALONG SD SEC LINE; NORTH 276.30 FT PARALLEL TO EAST LINE OF SD SEC (BB) TO FENCE LINE; THENCE FOLLOWING THREE (3) COURSES ALONG FENCE LINE: 1) N 89°10'47" E 143.16 FT; 2) N 86°19'57" E 193.20 FT; 3) N 77°36'36" E 54.21 FT TO EAST LINE OF SD SEC 25; SOUTH 64.38 FT TO WEST R/W LINE FENCE COUNTY RD; THENCE FOLLOWING FOUR (4) COURSES ALONG SD R/W LINE OF COUNTY RD: 1) S 68°35'50" W 30.39 FT; 2) S 12°54'22" W 172.63 FT; 3) S 07°46'58" W 41.29 FT; 4) S 11°13'27" E 15.39 FT TO POB. LESS: [04-069-0025] TRACT DEEDED TO UDOT (ENT# 255986). BEG AT A POINT IN EXISTING EASTERLY HWY R/W LINE OF SD SR-13 AT POINT 946.71 FT N 00°07'01" E ALONG 1/4 SEC LINE & 114.63 FT EAST FROM S/4 CORNER OF SD SEC 25, SD POINT ALSO BEING 42.30 FT PERPENDICULARLY DISTANT EASTERLY FROM CENTER LINE OF SD SR-13 OF SD PROJECT OPPOSITE APPROXIMATE ENGINEERS STATION 9+01. THENCE S 74°58'26" E 49.06 FT; S 09°58'26" E 270.75 FT TO POINT OF TANGENCY WITH A 1410 FT RADIUS CURVE TO THE LEFT; SOUTHERLY 167.96 FT ALONG THE ARC OF SD CURVE CHORD BEARS S 13°23'11" E 167.86 FT TO POINT 40.00 FT PERPENDICULARLY DISTANT EASTERLY FROM CENTER LINE OF SD SR-13 OF SD PROJECT OPPOSITE APPROXIMATE ENGINEERS STATION 4+62.20; NORTHERLY 462.72 FT ALONG ARC OF A 3021.04 FT RADIUS CURVE TO RIGHT, CHORD BEARS N 16°44'21" W 462.26 FT TO POB. LESS: [04-069-0039] PART OF THE SE/4 AND A PART OF THE NE/4 OF SEC 25, T 10N, R 03W, SLM. BEGINNING AT THE INTERSECTION OF THE WEST R/W LINE OF 4400 WEST ST AND THE SOUTH LINE OF SAID SEC 25 BEING AN EXISTING FENCE LINE LOCATED 35.09 FT S 00°04'42" E AND 62.66 S 89°44'49" W ALONG SAID EASTERLY PROJECTION OF AN EXISTING FENCE LINE BEING THE LINE OF SAID SECTION FROM A BOX ELDER COUNTY BRASS CAP BEING THE MONUMENTED SE CORNER OF SAID SEC 25. THENCE S 89°44'49" W 730.46 FT ALONG SAID FENCE PROJECTION TO AN EXISTING FENCE CORNER; N 01°49'58" E 110.44 FT ALONG AN EXISTING FENCE LINE TO AN EXISTING FENCE CORNER; S 84°11'52" W 33.01 FT ALONG AN EXISTING FENCE LINE; N 08°47'56" W 176.30 FT; S 89°49'11" W 1421.00 FT TO THE NORTHEASTERLY R/W LINE OF STATE HIGHWAY 13 (CORINNE CUTOFF ROAD); THENCE NORTHWESTERLY TO THE RIGHT ALONG THE ARC OF A 2814.90 FT RADIUS NON TANGENT CURVE, A DISTANCE OF 292.20 FT, CHORD BEARS N 24°16'25" W 292.07 FT, HAVING A CENTRAL ANGLE OF 05°56'51" ALONG SAID NORTHEASTERLY R/W TO THE EAST LINE OF UTAH DEPARTMENT OF TRANSPORTATION PROPERTY TAX ID NO 04-069-0025; THENCE ALONG THE BOUNDARY OF SAID PROPERTY THE FOLLOWING THREE (3) COURSES: 1) NORTHERLY TO THE RIGHT ALONG THE ARC OF A 1403.37 FT RADIUS NON TANGENT CURVE, A DISTANCE OF 153.00 FT, CHORD BEARS N 13°04'41" W 152.93 FT, HAVING A CENTRAL ANGLE OF 06°14'48"; 2) N 09°58'10" W 270.75 FT; 3) N 74°58'10" W 49.06 FT TO SAID NORTHEASTERLY R/W LINE; THENCE ALONG SAID NORTHEASTERLY R/W LINE THE FOLLOWING TWO (2) COURSES: 1)

NORTHERLY TO THE RIGHT ALONG THE ARC OF A 2814.86 FT RADIUS NON TANGENT CURVE, A DISTANCE OF 505.84 FT, CHORD BEARS N 07°02'15" W 505.16 FT, HAVING A CENTRAL ANGLE OF 10°17'46"; 2) N 00°30'49" W 198.24 FT TO THE EAST R/W LINE OF 4800 WEST ST; N 00°06'41" E 2418.12 FT ALONG SAID EAST R/W LINE TO THE NORTH LINE OF THE S/2 OF THE NE/4; N 89°39'22" E 2590.29 FT ALONG SAID NORTH LINE TO THE EAST LINE OF SAID SEC 25; S 00°10'10" W 3766.89 FT ALONG SAID EAST LINE TO THE NE CORNER OF THE CLIFFORD BINGHAM SUBDIVISION RECORDED AS RS# 2000-1161 IN THE BOX ELDER COUNTY RECORDERS OFFICE; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FIVE (5) COURSES: 1) S 77°46'34" W 54.24 FT (S 77°36'36" W 54.21 FT BY RECORD); 2) S 86°29'55" W (S 86°19'57" W BY RECORD) 193.20 FT; 3) S 89°20'45" W (S 89°10'47" W BY RECORD) 143.16 FT; 4) S 00°09'58" W (SOUTH BY RECORD) 276.30 FT; 5) N 89°41'57" E (N 89°31'59" E BY RECORD) 319.47 FT ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE WEST R/W LINE OF SAID 4400 WEST ST; THENCE S 11°03'29" E 35.66 FT ALONG SAID WEST R/W LINE TO THE POINT OF BEGINNING. LESS: [04-079-0003] (ENT# 393402) BEG AT NE CORNER OF SEC 36, T 10N, R 03W, SLM. THENCE SOUTH 15 RDS; WEST 53.33 RDS; NORTH 15 RDS; EAST 53.33 RDS TO BEG.



Jeff Hadfield · Stan Summers · Jeff Scott

COUNTY COMMISSIONERS

8/24/2022

Dear Honorable Judge Jill Parrish,

Your honor, we are the County Commissioners for Box Elder County. We are writing to provide a letter of support from Box Elder County in respect of the sale of a property located in Portage Utah known as Washakie Renewable Energy LLC. We appreciate the time and energy your team have afforded us in discussing this opportunity and the information that has been provided thus far into the preparation of the sale of this property.

We have been made aware that the Washakie Energy Company in Northern Box Elder County is in litigation over the sale of the company. We ask you in earnest for this issue to be resolved so the company can once again start making money and in turn pay their local property taxes to help the many tax entities that rely on these taxes.

While it is true, the lion share of our property taxes do go to the school district. One of our many concerns is the lack of funds to offer attractive salaries in order to recruit and retain the best people to educate our children. We face the same dilemma pertaining to salaries with our County Sheriff's department. It is extremely difficult to recruit and retain our officers which to this date are under staffed. We have many other tax funded entities also that are suffering such as Mosquito Abatement, Water Conservancy District, and Public Roads. The fall out effect has been detrimental, we have had other companies take out bankruptcy, for example the Ruby Pipeline.

As we continue to spend time evaluating the situation with Washakie, we believe that Box Elder County would benefit greatly from the sale of the property. Accelerating the sale and any further developments would be in everyone's best interest. Below is the case number for said litigation.

Case No. 2:18-CR-365-JNP

Motion - Motion of the United States for interlocutory sale order of seized property and memorandum in support. Dated March 21, 2022

Judge - Jill N. Parrish

Thank you for your consideration in this matter. We look forward to this resolution of this issue and the revenue that Box Elder County will once again be able to receive.

Sincerely,

Handwritten signature of Jeff Hadfield in black ink.

Jeff Hadfield
Commissioner
435.730.2116

jhadfield@boxeldercounty.org

Handwritten signature of Jeff Scott in black ink.

Jeff Scott
Commission Chairman
435.730.7119

jscott@boxeldercounty.org

Handwritten signature of Stan Summers in black ink.

Stan Summers
Commissioner
435.230.5648

ssummers@boxeldercounty.org



ORDINANCE NO. 569

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING APPROXIMATELY 55.4 ACRES LOCATED AT APPROXIMATELY 1650 NORTH 2400 WEST FROM RR-20 (RURAL RESIDENTIAL DISTRICT-20,000 SQ. FT.) TO C-G (GENERAL COMMERCIAL) ZONE.

WHEREAS, the applicant is requesting that the property described herein be zoned from RR-20 (Rural Residential District-20,000 sq. ft.) to C-G (General Commercial) zone; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the petition to rezone the property and amend the Box Elder County zoning map and provided notice of the public hearing by mailing notice to each affected property owner and each adjacent property owner, and each affected entity at least 10 calendar days before the public hearing, and by posting it on the county's official website; and by publishing it on the Utah Public Notice Website at least 10 calendar days before the public hearing; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on July 21, 2022, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed rezone and amendment to the zoning map is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

WHEREAS, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the zoning map as has been requested; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on August 17, 2022 to review and discuss this proposed amendment; and

WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the zoning map as set forth below is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

NOW THEREFORE, the County Legislative Body of Box Elder County, ordains as follows:

SECTION 1: Zoning Map Amendment. The Zoning Map of Unincorporated Box Elder County is hereby amended by classifying the following described parcels in unincorporated Box Elder County from RR-20 (Rural Residential District-20,000 sq. ft.) to C- G (General Commercial) zone:

PARCEL 03-068-0020


BEGINNING AT A POINT 4 RODS EAST AND 4 RODS NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH ALONG THE EAST LINE OF COUNTY ROAD 2400 WEST STREET 82 1/3 RODS, THENCE EAST TO THE WEST LINE OF INTERSTATE 15, THENCE SOUTHEASTERLY ALONG THE WEST LINE OF THE SAID INTERSTATE 15 TO A POINT 4 RODS NORTH OF THE SOUTH LINE OF SAID SECTION 4, SAID POINT BEING ON THE NORTH LINE OF COUNTY ROAD 1600 NORTH STREET, THENCE WEST ALONG THE NORTH LINE OF SAID STREET TO THE POINT OF BEGINNING.

SECTION 2: Effective Date. This ordinance shall become effective fifteen (15) days after its passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 20th day of September, 2022, by the Board of County Commissioners of Box Elder County, Utah,



Attest:


Marla Young
Box Elder County Clerk

Commissioner Summers
Commissioner Scott
Commissioner Hadfield

Voting Aye
Voting Aye
Voting Aye

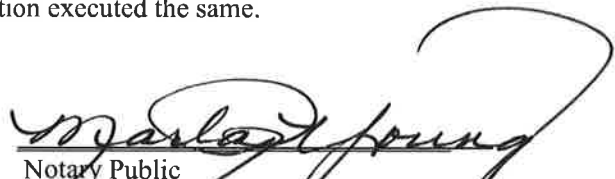

Box Elder County Commission - Chair

State of Utah)
).ss)
County of Box Elder)

On this 20th day of September, 2022, personally appeared before me, the undersigned notary public, Jeffrey D. Scott, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commissioner for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct. 15, 2025




Notary Public

BID TABULATION

Box Elder County Justice Center Remodel

Bid Opening: September 13, 2022, 5:00 pm, via Email

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		E.K. Bailey Construction		Patriot Construction, LLC		Lundahl Building	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Demolition	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 51,995.00	\$ 51,995.00	\$ 39,560.00	\$ 39,560.00	\$ 36,480.00	\$ 36,480.00
2	Carpentry	1	LS	\$ 600,000.00	\$ 600,000.00	\$ 126,139.00	\$ 126,139.00	\$ 191,419.00	\$ 191,419.00	\$ 141,456.00	\$ 141,456.00
3	Doors, Windows & Hardware	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 45,346.00	\$ 45,346.00	\$ 41,400.00	\$ 41,400.00	\$ 46,489.00	\$ 46,489.00
4	Flooring	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 78,832.00	\$ 78,832.00	\$ 63,600.00	\$ 63,600.00	\$ 82,116.00	\$ 82,116.00
5	HVAC	1	LS	\$ 120,000.00	\$ 120,000.00	\$ 37,438.00	\$ 37,438.00	\$ 35,000.00	\$ 35,000.00	\$ 33,364.00	\$ 33,364.00
6	Fire Sprinkler (Heads & Black Steel Pipe)	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 15,732.00	\$ 15,732.00	\$ 14,800.00	\$ 14,800.00	\$ 26,500.00	\$ 26,500.00
7	Electrical	1	LS	\$ 120,000.00	\$ 120,000.00	\$ 90,860.00	\$ 90,860.00	\$ 61,800.00	\$ 61,800.00	\$ 103,628.00	\$ 103,628.00
TOTAL (Items 1-7)				\$1,040,000.00		\$446,342.00		\$447,579.00		\$470,033.00	

Adams Construction Services		Saunders Construction, Inc.		Raymond Construction Co., Inc.		Toro Construction, Inc.	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 39,891.13	\$ 39,891.13	\$ 30,400.00	\$ 30,400.00	\$ 46,992.00	\$ 46,992.00	\$ 79,500.00	\$ 79,500.00
\$ 198,784.30	\$ 198,784.30	\$ 223,740.00	\$ 223,740.00	\$ 114,985.00	\$ 114,985.00	\$ 158,000.00	\$ 158,000.00
\$ 55,993.71	\$ 55,993.71	\$ 60,200.00	\$ 60,200.00	\$ 163,145.00	\$ 163,145.00	\$ 122,500.00	\$ 122,500.00
\$ 89,456.65	\$ 89,456.65	\$ 97,660.00	\$ 97,660.00	\$ 123,372.00	\$ 123,372.00	\$ 107,750.00	\$ 107,750.00
\$ 36,260.63	\$ 36,260.63	\$ 33,000.00	\$ 33,000.00	\$ 35,985.00	\$ 35,985.00	\$ 63,250.00	\$ 63,250.00
\$ 35,194.50	\$ 35,194.50	-	-	\$ 15,926.00	\$ 15,926.00	\$ 88,000.00	\$ 88,000.00
\$ 128,144.50	\$ 128,144.50	\$ 140,000.00	\$ 140,000.00	\$ 142,392.00	\$ 142,392.00	\$ 78,750.00	\$ 78,750.00
\$583,725.42		\$585,000.00		\$642,797.00		\$697,750.00	



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0040588105		PAGE OF 1 34	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 9/8/2022		4. ORDER NUMBER 140L5722P0038		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL: a. NAME Daniel Walker		b. TELEPHONE NUMBER 8015394219 (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY BLM UT-STATE OFC ADM SVCS BR(UT952) 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 561730 SIZE STANDARD: \$8.00 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO BLM-UT SALT LAKE FIELD OFFICE 491 North John Glenn Road Salt Lake City UT 84116		CODE 0004276650		16. ADMINISTERED BY BLM UT-STATE OFC ADM SVCS BR(UT952) 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101		CODE LUA	
17a. CONTRACTOR/ OFFEROR BOX ELDER, COUNTY OF Attn: Wyatt Freeze 1 S MAIN ST BRIGHAM CITY UT 84302-2548		CODE VSEPXG1DPPQ9 FACILITY CODE		18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury https://www.ipp.gov			
TELEPHONE NO. 000-000-0000		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	UEI: VSEPXG1DPPQ9 140L5722P0038 NOXIOUS WEED CONTROL BOX ELDER COUNTY WEED DEPARTMENT Purpose: The purpose of this purchase order is to provide noxious weed control services throughout Box Elder County in accordance with attached Statement of Work. Description: (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 01						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,500.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) TEMUJENE MAKUA Digitally signed by TEMUJENE MAKUA Date: 2022.09.08 17:45:24 -06'00'			
30b. NAME AND TITLE OF SIGNER (Type or print) Jeffrey D. Scott		30c. DATE SIGNED 9-20-2022		31b. NAME OF CONTRACTING OFFICER (Type or print) Temujene Makua		31c. DATE SIGNED 9/8/2022	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>1. This purchase order is for the base year of 10/1/2022 through 9/30/2023.</p> <p>2. This is a Firm Fixed Price award.</p> <p>3. Vendor is required to submit invoices for reimbursement online at www.IPP.gov with supporting documentation.</p> <p>4. Changes to this purchase order can only be made by the Contracting Officer.</p> <p>5. Points of contact for this award:</p> <p>Technical: Mark Williams (801) 320-8361 mawilliams@blm.gov</p> <p>Buyer: Daniel Walker (801) 539-4219 dlwalker@blm.gov</p> <p>Contracting Officer: Temujene H. Makua (801) 539-4177 tmakua@blm.gov</p> <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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OF

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NAME OF OFFEROR OR CONTRACTOR

BOX ELDER, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 09/30/2023 Account Assignm: K G/L Account: 6100.252R0 Business Area: L000 Commitment Item: 252R00 Cost Center: LLUTW01200 Functional Area: L10200000.JD0000 Fund: 223L1109AF Fund Center: LLUTW01200 PR Acct Assign: 01 Period of Performance: 10/01/2022 to 09/30/2023				
00010	Box Elder County Weed Inventory and Control - Base Year Product/Service Code: F019 Product/Service Description: NATURAL RESOURCES/CONSERVATION- OTHER WILDLIFE MANAGEMENT				7,500.00
00020	Box Elder County Weed Inventory and Control - Option Year 1 Amount: \$7,500.00 (Option Line Item) 09/29/2023 Product/Service Code: F019 Product/Service Description: NATURAL RESOURCES/CONSERVATION- OTHER WILDLIFE MANAGEMENT Period of Performance: 10/01/2023 to 09/30/2024				0.00
00030	Box Elder County Weed Inventory and Control - Option Year 2 Amount: \$7,500.00 (Option Line Item) 09/29/2024 Product/Service Code: F019 Product/Service Description: NATURAL RESOURCES/CONSERVATION- OTHER WILDLIFE MANAGEMENT Period of Performance: 10/01/2024 to 09/30/2025				0.00
00040	Box Elder County Weed Inventory and Control - Option Year 3 Amount: \$7,500.00 (Option Line Item) 09/29/2025 Product/Service Code: F019 Product/Service Description: NATURAL RESOURCES/CONSERVATION- OTHER WILDLIFE MANAGEMENT Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

140L5722P0038

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NAME OF OFFEROR OR CONTRACTOR

BOX ELDER, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2025 to 09/30/2026				
00050	Box Elder County Weed Inventory and Control - Option Year 4 Amount: \$7,500.00 (Option Line Item) 09/29/2026 Product/Service Code: F019 Product/Service Description: NATURAL RESOURCES/CONSERVATION- OTHER WILDLIFE MANAGEMENT Period of Performance: 10/01/2026 to 09/30/2027 The total amount of award: \$37,500.00. The obligation for this award is shown in box 26.				0.00

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Section 2 – Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/browsefar>

52.204-13 System for Award Management Maintenance (OCT 2018)

52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

52.204-22 Alternative Line Item Proposal (JAN 2017)

52.232-1 Payments (APR 1984)

52.232-11 Extras (APR 1984)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.237-3 Continuity of Services (JAN 1991)

52.242-15 Stop-Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

****Special Notice:*** To combat national security and intellectual property threats that face the United States, Section 889 of the John S. McCain National Defense Authorization Act (NDAA) includes two prohibitions regarding certain telecommunications, video surveillance equipment and services (telecom). Part A, effective August 13, 2019, states the government may not obtain nor can a contractor provide certain telecom produced by the following companies or their subsidiaries and affiliates: Huawei, ZTE Corporation, Hytera Communications, Hangzhou Hikvision, and Dahua Technology Company. Part B, effective August 13, 2020, prohibits the government from contracting with any company that uses certain prohibited telecom, as a substantial or essential component of any system, or as critical technology as part of a system, produced by any of the companies, regardless of whether or not that usage is in performance of work under a government contract. The Part B prohibition applies to every business sector and every dollar amount. In making its representation to the government, a contractor must evaluate all systems it uses for prohibited telecom equipment and services.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are

established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

(a) Definition.

"Internal confidentiality agreement or statement," "subcontract", and "subcontractor", as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Clause)

52.212-4 Contract Terms and Conditions -- Commercial Items (NOV 2021)

(a) Inspection /Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.-*

- (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall -
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) *Interest.*
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract .
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies /services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Jan 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved].

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- ___ (13) [Reserved]
- ___ (14)
 - ___ (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - ___ (ii) Alternate I (Mar 2020) of 52.219-6.
- ___ (15)
 - ___ (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - ___ (ii) Alternate I (Mar 2020) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)
 - ___ (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
 - ___ (ii) Alternate I (Nov 2016) of 52.219-9.
 - ___ (iii) Alternate II (Nov 2016) of 52.219-9.
 - ___ (iv) Alternate III (Jun 2020) of 52.219-9.
 - ___ (v) Alternate IV (Sep 2021) of 52.219-9.
- ___ (18)
 - ___ (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
 - ___ (ii) Alternate I (Mar 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).
- ___ (22)
 - ___ (i) 52.219-28, Post Award Small Business Program Re-representation (Sep 2021) (15 U.S.C. 632(a)(2)).
 - ___ (ii) Alternate I (Mar 2020) of 52.219-28.
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- X (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ___ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (30)
 - X (i) 52.222-26, Equal Opportunity (Sep 2021) (E.O.11246).
 - ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- ___ (31)
 - ___ (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - ___ (ii) Alternate I (Jul 2014) of 52.222-35.
- ___ (32)
 - ___X___ (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - ___ (ii) Alternate I (Jul 2014) of 52.222-36.
- ___ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (35)
 - X (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (36) 52.222-54, Employment Eligibility Verification (Nov 2021). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (37)
 - ___ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
 - (40)
 - ___ (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Oct 2015) of 52.223-13.
 - (41)
 - ___ (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Jun 2014) of 52.223-14.
 - ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
 - (43)
 - ___ (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Jun 2014) of 52.223-16.
 - X** (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
 - ___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
 - ___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
 - (47)
 - ___ (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 - ___ (ii) Alternate I (Jan 2017) of 52.224-3.
 - ___ (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).
 - (49)
 - ___ (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ___ (ii) Alternate I (Jan 2021) of 52.225-3.
 - ___ (iii) Alternate II (Jan 2021) of 52.225-3.
 - ___ (iv) Alternate III (Jan 2021) of 52.225-3.
 - X** (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - X** (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
 - ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ___ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021) .
 - ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - X** (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
 - ___ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ___ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
 - ___ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ___ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
 - (63)
 - ___ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 - ___ (ii) Alternate I (Apr 2003) of 52.247-64.
 - ___ (iii) Alternate II (Nov 2021) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- X** (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - X** (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022).
- ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
 - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022).
 - (xix)
 - (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - (B) Alternate I (Jan 2017) of 52.224-3.
 - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.222-99 Combating Race and Sex Stereotyping. [(DEVIATION 20-09)] (NOV 2020)

(a) Definitions. As used in this clause—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

(b) Exemptions. The exemptions that apply to Executive Order (E.O.) 11246 (see FAR 22.807) also apply to E.O. 13950 and the requirements of this clause.

(c) Compliance with E.O. 13950, Combating Race and Sex Stereotyping. Unless exempted under paragraph (b) of this clause, the Contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that—

- (1) One race or sex is inherently superior to another race or sex;

- (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;
- (4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;
- (5) An individual's moral character is necessarily determined by his or her race or sex;
- (6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;
- (7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or
- (8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

(d) Notice. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice provided below advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

NOTICE

E.O. 13950, Combating Race and Sex Stereotyping Employers Holding Federal Contracts or Subcontracts

Contractors shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the following concepts that—

- (1) One race or sex is inherently superior to another race or sex;
- (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;
- (4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;
- (5) An individual's moral character is necessarily determined by his or her race or sex;
- (6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;
- (7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or
- (8) Meritocracy or traits such as a hard work ethic are racist or sexist or were created by a particular race to oppress another race.

For use in this notice—

"Race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex; and

"Race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under this notice should immediately contact the Office of Federal Contract Compliance Programs (OFCCP) Complaint Hotline to Combat Race and Sex Stereotyping at 202-343-2008 or via email at OFCCPComplaintHotline@dol.gov.

(End of notice)

(e) Noncompliance. In the event it is determined that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in E.O. 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in E.O. 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$10,000 and are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under E.O. 11246, as amended, so that these terms and conditions will be binding upon each subcontractor.

(2) The Contractor shall take such action with respect to any subcontract as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of clause)

52.252-4 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) (APRIL 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://ipp.for.fiscal.treasury.gov/>. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Copy of the Vendor's Commercial Invoice

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

1452.201-70 AUTHORITIES AND DELEGATIONS (SEPT 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
 - (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any contract matter subject to the Disputes Clause;
 - (4) Terminate, for any reason, the Contractor's right to proceed;
 - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in

- paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
 - (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
 - (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5483
Revision No.: 19
Date Of Last Revision: 06/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
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If the contract is entered into on or after January 30 2022 or the 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually.
Additional
information on contractor requirements and worker protections under the Executive
Orders
is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Utah

Area: Utah Counties of Box Elder Davis Morgan Weber

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85***
01012 - Accounting Clerk II		16.67
01013 - Accounting Clerk III		18.65
01020 - Administrative Assistant		26.32
01035 - Court Reporter		19.50
01041 - Customer Service Representative I		13.87***
01042 - Customer Service Representative II		15.14
01043 - Customer Service Representative III		17.00
01051 - Data Entry Operator I		14.34***
01052 - Data Entry Operator II		15.65
01060 - Dispatcher Motor Vehicle		20.33
01070 - Document Preparation Clerk		15.65
01090 - Duplicating Machine Operator		15.65
01111 - General Clerk I		14.28***
01112 - General Clerk II		15.58
01113 - General Clerk III		17.48
01120 - Housing Referral Assistant		21.71
01141 - Messenger Courier		14.32***
01191 - Order Clerk I		16.02
01192 - Order Clerk II		17.48
01261 - Personnel Assistant (Employment) I		17.89
01262 - Personnel Assistant (Employment) II		20.02
01263 - Personnel Assistant (Employment) III		22.31
01270 - Production Control Clerk		27.30
01290 - Rental Clerk		13.90***
01300 - Scheduler Maintenance		17.41
01311 - Secretary I		17.41
01312 - Secretary II		19.48
01313 - Secretary III		21.71
01320 - Service Order Dispatcher		18.10
01410 - Supply Technician		26.32

01420 - Survey Worker	13.90***
01460 - Switchboard Operator/Receptionist	14.15***
01531 - Travel Clerk I	14.88***
01532 - Travel Clerk II	15.80
01533 - Travel Clerk III	16.56
01611 - Word Processor I	15.51
01612 - Word Processor II	17.41
01613 - Word Processor III	19.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.58
05010 - Automotive Electrician	21.54
05040 - Automotive Glass Installer	20.18
05070 - Automotive Worker	20.18
05110 - Mobile Equipment Servicer	17.42
05130 - Motor Equipment Metal Mechanic	22.92
05160 - Motor Equipment Metal Worker	20.18
05190 - Motor Vehicle Mechanic	22.92
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.79
05280 - Motor Vehicle Wrecker	20.18
05310 - Painter Automotive	21.54
05340 - Radiator Repair Specialist	20.18
05370 - Tire Repairer	14.14***
05400 - Transmission Repair Specialist	22.92
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.71***
07041 - Cook I	14.29***
07042 - Cook II	16.55
07070 - Dishwasher	10.47***
07130 - Food Service Worker	12.19***
07210 - Meat Cutter	17.02
07260 - Waiter/Waitress	11.37***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.13
09040 - Furniture Handler	12.27***
09080 - Furniture Refinisher	18.13
09090 - Furniture Refinisher Helper	13.51***
09110 - Furniture Repairer Minor	15.81
09130 - Upholsterer	18.13
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.52***
11060 - Elevator Operator	13.46***
11090 - Gardener	21.18
11122 - Housekeeping Aide	13.46***
11150 - Janitor	13.46***
11210 - Laborer Grounds Maintenance	16.16
11240 - Maid or Houseman	12.93***
11260 - Pruner	14.43***
11270 - Tractor Operator	19.50
11330 - Trail Maintenance Worker	16.16

11360 - Window Cleaner	15.07
12000 - Health Occupations	
12010 - Ambulance Driver	17.94
12011 - Breath Alcohol Technician	20.56
12012 - Certified Occupational Therapist Assistant	29.82
12015 - Certified Physical Therapist Assistant	27.22
12020 - Dental Assistant	16.78
12025 - Dental Hygienist	37.16
12030 - EKG Technician	34.75
12035 - Electroneurodiagnostic Technologist	34.75
12040 - Emergency Medical Technician	17.94
12071 - Licensed Practical Nurse I	19.16
12072 - Licensed Practical Nurse II	21.44
12073 - Licensed Practical Nurse III	23.89
12100 - Medical Assistant	17.85
12130 - Medical Laboratory Technician	22.61
12160 - Medical Record Clerk	19.23
12190 - Medical Record Technician	21.52
12195 - Medical Transcriptionist	18.38
12210 - Nuclear Medicine Technologist	46.82
12221 - Nursing Assistant I	11.68***
12222 - Nursing Assistant II	13.13***
12223 - Nursing Assistant III	14.32***
12224 - Nursing Assistant IV	16.08
12235 - Optical Dispenser	15.17
12236 - Optical Technician	18.63
12250 - Pharmacy Technician	18.23
12280 - Phlebotomist	15.37
12305 - Radiologic Technologist	29.12
12311 - Registered Nurse I	24.52
12312 - Registered Nurse II	30.00
12313 - Registered Nurse II Specialist	30.00
12314 - Registered Nurse III	36.29
12315 - Registered Nurse III Anesthetist	36.29
12316 - Registered Nurse IV	43.50
12317 - Scheduler (Drug and Alcohol Testing)	26.07
12320 - Substance Abuse Treatment Counselor	29.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.57
13012 - Exhibits Specialist II	20.53
13013 - Exhibits Specialist III	25.11
13041 - Illustrator I	19.03
13042 - Illustrator II	23.57
13043 - Illustrator III	28.84
13047 - Librarian	22.73
13050 - Library Aide/Clerk	12.62***
13054 - Library Information Technology Systems Administrator	20.53
13058 - Library Technician	16.84
13061 - Media Specialist I	14.81***

13062 - Media Specialist II	16.57
13063 - Media Specialist III	18.48
13071 - Photographer I	16.29
13072 - Photographer II	18.23
13073 - Photographer III	22.58
13074 - Photographer IV	27.62
13075 - Photographer V	33.42
13090 - Technical Order Library Clerk	15.86
13110 - Video Teleconference Technician	19.77
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.30
14042 - Computer Operator II	20.48
14043 - Computer Operator III	24.15
14044 - Computer Operator IV	26.32
14045 - Computer Operator V	29.16
14071 - Computer Programmer I	(see 1) 23.80
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.30
14160 - Personal Computer Support Technician	26.32
14170 - System Support Specialist	33.17
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.89
15020 - Aircrew Training Devices Instructor (Rated)	38.58
15030 - Air Crew Training Devices Instructor (Pilot)	45.66
15050 - Computer Based Training Specialist / Instructor	31.89
15060 - Educational Technologist	35.86
15070 - Flight Instructor (Pilot)	45.66
15080 - Graphic Artist	25.16
15085 - Maintenance Test Pilot Fixed Jet/Prop	44.00
15086 - Maintenance Test Pilot Rotary Wing	44.00
15088 - Non-Maintenance Test/Co-Pilot	44.00
15090 - Technical Instructor	18.64
15095 - Technical Instructor/Course Developer	22.82
15110 - Test Proctor	15.04
15120 - Tutor	15.04
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.41***
16030 - Counter Attendant	10.41***
16040 - Dry Cleaner	13.84***
16070 - Finisher Flatwork Machine	10.41***
16090 - Presser Hand	10.41***
16110 - Presser Machine Drycleaning	10.41***
16130 - Presser Machine Shirts	10.41***
16160 - Presser Machine Wearing Apparel Laundry	10.41***
16190 - Sewing Machine Operator	14.85***

16220 - Tailor	15.73
16250 - Washer Machine	11.62***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.82
19040 - Tool And Die Maker	34.62
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.31
21030 - Material Coordinator	27.30
21040 - Material Expediter	27.30
21050 - Material Handling Laborer	15.87
21071 - Order Filler	15.05
21080 - Production Line Worker (Food Processing)	18.30
21110 - Shipping Packer	17.48
21130 - Shipping/Receiving Clerk	17.48
21140 - Store Worker I	13.08***
21150 - Stock Clerk	17.66
21210 - Tools And Parts Attendant	18.31
21410 - Warehouse Specialist	18.31
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.34
23019 - Aircraft Logs and Records Technician	24.24
23021 - Aircraft Mechanic I	29.57
23022 - Aircraft Mechanic II	31.34
23023 - Aircraft Mechanic III	32.89
23040 - Aircraft Mechanic Helper	20.70
23050 - Aircraft Painter	27.79
23060 - Aircraft Servicer	24.24
23070 - Aircraft Survival Flight Equipment Technician	27.79
23080 - Aircraft Worker	26.04
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.04
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.57
23110 - Appliance Mechanic	21.96
23120 - Bicycle Repairer	19.91
23125 - Cable Splicer	41.84
23130 - Carpenter Maintenance	22.53
23140 - Carpet Layer	23.03
23160 - Electrician Maintenance	25.32
23181 - Electronics Technician Maintenance I	28.61
23182 - Electronics Technician Maintenance II	30.53
23183 - Electronics Technician Maintenance III	32.48
23260 - Fabric Worker	21.48
23290 - Fire Alarm System Mechanic	25.38
23310 - Fire Extinguisher Repairer	19.91
23311 - Fuel Distribution System Mechanic	30.66
23312 - Fuel Distribution System Operator	23.30
23370 - General Maintenance Worker	21.16
23380 - Ground Support Equipment Mechanic	29.57
23381 - Ground Support Equipment Servicer	24.24

23382 - Ground Support Equipment Worker	26.04
23391 - Gunsmith I	19.91
23392 - Gunsmith II	23.07
23393 - Gunsmith III	26.20
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.57
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.92
23430 - Heavy Equipment Mechanic	28.50
23440 - Heavy Equipment Operator	23.56
23460 - Instrument Mechanic	27.78
23465 - Laboratory/Shelter Mechanic	24.63
23470 - Laborer	15.87
23510 - Locksmith	24.57
23530 - Machinery Maintenance Mechanic	29.07
23550 - Machinist Maintenance	28.96
23580 - Maintenance Trades Helper	14.21***
23591 - Metrology Technician I	27.78
23592 - Metrology Technician II	29.44
23593 - Metrology Technician III	30.90
23640 - Millwright	28.56
23710 - Office Appliance Repairer	21.82
23760 - Painter Maintenance	22.47
23790 - Pipefitter Maintenance	27.87
23810 - Plumber Maintenance	26.19
23820 - Pneudraulic Systems Mechanic	26.20
23850 - Rigger	25.28
23870 - Scale Mechanic	23.03
23890 - Sheet-Metal Worker Maintenance	27.39
23910 - Small Engine Mechanic	18.01
23931 - Telecommunications Mechanic I	29.81
23932 - Telecommunications Mechanic II	31.60
23950 - Telephone Lineman	25.96
23960 - Welder Combination Maintenance	22.37
23965 - Well Driller	26.20
23970 - Woodcraft Worker	26.20
23980 - Woodworker	19.91
24000 - Personal Needs Occupations	
24550 - Case Manager	15.88
24570 - Child Care Attendant	10.97***
24580 - Child Care Center Clerk	13.70***
24610 - Chore Aide	13.99***
24620 - Family Readiness And Support Services Coordinator	15.88
24630 - Homemaker	15.88
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.57
25040 - Sewage Plant Operator	23.19
25070 - Stationary Engineer	29.57
25190 - Ventilation Equipment Tender	20.70

25210 - Water Treatment Plant Operator	23.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.46
27007 - Baggage Inspector	16.60
27008 - Corrections Officer	25.04
27010 - Court Security Officer	21.65
27030 - Detection Dog Handler	18.83
27040 - Detention Officer	25.04
27070 - Firefighter	18.25
27101 - Guard I	16.60
27102 - Guard II	18.83
27131 - Police Officer I	22.95
27132 - Police Officer II	25.50
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.65***
28042 - Carnival Equipment Repairer	13.74***
28043 - Carnival Worker	9.39***
28210 - Gate Attendant/Gate Tender	14.59***
28310 - Lifeguard	11.17***
28350 - Park Attendant (Aide)	16.32
28510 - Recreation Aide/Health Facility Attendant	11.91***
28515 - Recreation Specialist	16.29
28630 - Sports Official	13.00***
28690 - Swimming Pool Operator	15.91
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.92
29020 - Hatch Tender	24.92
29030 - Line Handler	24.92
29041 - Stevedore I	23.20
29042 - Stevedore II	26.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.60
30022 - Archeological Technician II	20.81
30023 - Archeological Technician III	25.78
30030 - Cartographic Technician	25.78
30040 - Civil Engineering Technician	25.16
30051 - Cryogenic Technician I	28.55
30052 - Cryogenic Technician II	31.54
30061 - Drafter/CAD Operator I	18.60
30062 - Drafter/CAD Operator II	20.81
30063 - Drafter/CAD Operator III	23.20
30064 - Drafter/CAD Operator IV	28.55
30081 - Engineering Technician I	15.75
30082 - Engineering Technician II	17.68
30083 - Engineering Technician III	19.78
30084 - Engineering Technician IV	24.51
30085 - Engineering Technician V	29.98

30086 - Engineering Technician VI	36.26
30090 - Environmental Technician	25.78
30095 - Evidence Control Specialist	25.78
30210 - Laboratory Technician	26.03
30221 - Latent Fingerprint Technician I	28.08
30222 - Latent Fingerprint Technician II	31.02
30240 - Mathematical Technician	25.37
30361 - Paralegal/Legal Assistant I	20.07
30362 - Paralegal/Legal Assistant II	24.86
30363 - Paralegal/Legal Assistant III	30.41
30364 - Paralegal/Legal Assistant IV	36.79
30375 - Petroleum Supply Specialist	31.54
30390 - Photo-Optics Technician	25.78
30395 - Radiation Control Technician	31.54
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.12
30463 - Technical Writer III	32.82
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	28.55
30502 - Weather Forecaster II	34.73
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 23.20
30621 - Weather Observer Senior	(see 2) 25.78
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	13.29***
31030 - Bus Driver	18.87
31043 - Driver Courier	16.11
31260 - Parking and Lot Attendant	12.80***
31290 - Shuttle Bus Driver	17.47
31310 - Taxi Driver	12.96***
31361 - Truckdriver Light	17.49
31362 - Truckdriver Medium	18.87
31363 - Truckdriver Heavy	23.08
31364 - Truckdriver Tractor-Trailer	23.08
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	11.63***
99050 - Desk Clerk	13.15***
99095 - Embalmer	33.91
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	13.27***
99252 - Laboratory Animal Caretaker II	14.40***
99260 - Marketing Analyst	26.59
99310 - Mortician	33.91
99410 - Pest Controller	18.13

99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	21.10
99711 - Recycling Specialist	25.57
99730 - Refuse Collector	18.87
99810 - Sales Clerk	13.15***
99820 - School Crossing Guard	12.04***
99830 - Survey Party Chief	22.54
99831 - Surveying Aide	16.06
99832 - Surveying Technician	20.48
99840 - Vending Machine Attendant	15.14
99841 - Vending Machine Repairer	18.30
99842 - Vending Machine Repairer Helper	15.14

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any

paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the

above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."