

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the “Service Provider”):

Service Provider:	Advanced Emergency Management	Contact Phone Number:	435-590-3297
Contact Person:	Zac Kearney	Contact Email Address:	advancedemergencymanagement@gmail.com
Address:	90 N State St, Joseph, UT 84739	Type of Service:	Environmental Health Science Contractor

San Juan County desires to obtain the services of a professional and competent service provider to provide the contractual services under this contract.

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, desires to provide the contractual services under this contract.

Whereas, the Service Provider responded to the November 30, 2023 Request for Proposal, issued for the contracted services to perform Environmental Health Scientist Contractor Services for San Juan County; and

Whereas, based on the response to the Request for Proposal, Advanced Emergency Management Tech, is the apparent most responsive and responsible proposal; and

Whereas, a Notice of Award was entered into and executed on December 5, 2023 for these services described in the Scope of Work in the Request for Proposal; and

The parties therefore agree as follows:

1. Scope of Services. The Service Provider agrees as follows:

Compliance – Support Departmental compliance with state minimum performance standards pursuant to Utah Administrative Code Rule R392

- A. Ensure an ongoing program including the maintenance of an inventory of regulated entities and/or complaints for the following categories:
 - i. food safety consistent with R392-100, R392-101, R392-103, R392-104, and R392-110;
 - ii. schools consistent with R392-200;
 - iii. recreation camps consistent with R392-300;
 - iv. recreational vehicle parks consistent with R392-301;
 - v. public pools consistent with R392-302 and R392-303;
 - vi. temporary mass gatherings consistent with R392-400;
 - vii. roadway rest stops consistent with R392-401;
 - viii. mobile home parks consistent with R392-402;
 - ix. labor camps consistent with R392-501;
 - x. hotels, motels and resorts consistent with R392-502;
 - xi. indoor clean air consistent with Section 26-38 and R392-510;
 - xii. illegal drug operations decontamination consistent with R392-600;
 - xiii. Indoor tanning beds consistent with R392-700; and
 - xiv. investigation of complaints about public health hazards, including vector control.

- B. Ensure proper ongoing documentation of inspections, corrective actions, and the process of receiving, investigating and the final disposition of complaints.

- C. Inspections- Oversee inspections and certifications of homes and businesses to detect asbestos, radon gas, waste pollution, explosive gasses, poison, soil contamination, household hazardous material, etc. Inspect facilities when questions arise or when needed, respond to public complaints, review plans, collect samples, investigate outbreaks. In addition to the minimum performance requirements in R392, inspections may include; wastewater, pools, day cares, body art facilities, underground storage tanks, used oil, landfills, drinking water, solid and hazardous waste, chemical

spills, air quality, and other establishments and situations and deemed relevant by the Health Officer or Board of Health.

- D. Leadership, with a focus on highest priority tasks- Train employees, build capacity, schedule/delegate/prioritize work, ensure contracts are fulfilled, resolve conflicts and keep work consistent, participate in Public Health staff meetings when possible, write any variances requested, review legal notices sent out, meet with public officials to coordinate work, meet with state officials to review rules and to propose changes, maintain working relationships with Federal, State, Local, and Tribal agencies as needed, work with county animal control, and Division of Wildlife Resources to help track and control zoonotic diseases, educate the public about environmental rules and emerging diseases, coordinate efforts with the Health Officer, keeping the Health Officer informed about environmental health, coordinate environmental laboratory testing.
- E. Enforcement Official- Issue citations, consult with county attorneys to determine legal action, work with local law enforcement in threatening situations.
- F. Emergency Response- Coordinate with the Emergency Response Coordinator (ERC), Department of Environmental Quality, and county emergency management to ensure that chemical spills, algal blooms, sewage spills, or potential environmental contaminants receive appropriate responses. Respond to health emergencies such as pandemic flu and other disease outbreaks to assist the ERC and/or Director as needed. Coordinate efforts with other responsible entities. Assist in the training of staff.

2. Compensation.

- A. Upon the Service Provider's completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider in accordance with hourly rates as indicated in "Exhibit A" Proposal.
- B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
- C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
- D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
- F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

3. Effectiveness, Date, and Termination.

This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on December 30, 2024 at 11:59 p.m.

San Juan County, at its discretion, may utilize the Service Provider's services either routinely, infrequently or on an as needed basis, depending on workflow and based on citizen's needs.

4. Early Termination.

- A. San Juan County may terminate this contract if outsourcing this service becomes fiscally not advantageous to the County, due to cost savings, or annual appropriations, as part of San Juan County's annual public budgeting process if appropriations are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 8.
- B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.
- C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County's notice is effective under section 8.
- D. San Juan County may terminate this contact, which termination will be effective at the time San Juan County's notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and

- (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
 - (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer’s warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County’s notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County’s notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- E. The Service Provider shall assign and deliver to San Juan County all manufacturers’ warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

6. Insurance. The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers’ Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers’ Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the “Certificates/Records”). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County’s request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

7. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against San Juan County, San Juan County’s officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees (“San Juan County Indemnitees”) that arises out of this contract or the acts or omissions of Service Provider (each, a “Claim”), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”) and any out-of-pocket

expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.

8. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>	<u>Service Provider</u>
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><u>With a copy to:</u> San Juan County Attn: Attorney's Office PO Box 9 Monticello, UT 84535</p> </div> <div style="width: 50%;"> <p>Advanced Emergency Management 90 N State St, Joseph, UT 84739</p> </div> </div>

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.
10. **Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
11. **Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
- A. Any discretion granted under this contract;
 - B. Any right to satisfy a condition under this contract;
 - C. Any remedy under this contract; or
 - D. Any obligation imposed under this contract.
- Any purported transfer in violation of this section will be void.
12. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
13. **Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
14. **Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
15. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
16. **Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

<p>SAN JUAN COUNTY</p> <p>By: _____ Bruce Adams, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman Duncan San Juan County Clerk/Auditor Date: _____</p>	<p>ADVANCED EMERGENCY MANAGEMENT</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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EXHIBIT A
PROPOSAL

Attachment A

San Juan County RFP Form

Respondent Information: Provide the following information about yourself and your company.

Respondent Name: Advanced Emergency Management Tech
(Note: give exact legal name as it will appear on the contract if awarded)

Address: 90 N State St

City: Joseph State: Utah Zip: 84739

Business Structure:

- Individual or Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Other, list business structure _____

Insurance Certificate: Copy of insurance certificate, or You are willing to get the proper insurance requirements if awarded the contract during contract negotiation.

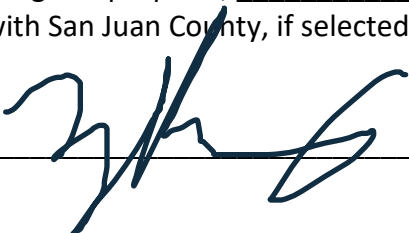
Contact Information: List the one person who San Juan County or their representative may contact concerning your proposal.

Name: Zac Kearney
Telephone Number: 435-590-3297
E-Mail: advancedemergencymanagement@gmail.com

Final Bid/Pricing Structure:

See Proposal for fee structure

By submitting this proposal, Zac Kearney hereby certifies our willingness to enter into a contract with San Juan County, if selected.

Signature 

Date 11-24-23



Advanced Emergency Management Tech

Zac Kearney
90 N State Street
Joseph, UT 84739

B. Executive Summary

I am writing on behalf of Advanced Emergency Management Technology (AEMT) to formally express our interest in temporarily filling the Environmental Health Science position within San Juan County. AEMT is a comprehensive emergency management organization that is staffed with highly skilled professionals in Environmental Health, Fire, Hazmat, Emergency Management, and Grant writing. We are confident that our team can effectively fill the gaps in personnel that San Juan County is currently experiencing.

At AEMT, we understand the importance of maintaining essential services, especially during times of transition or staffing shortages. Our organization has a proven track record of successfully collaborating with various agencies to provide immediate support and assistance. We have qualified professionals who are experienced in Environmental Health and are ready to seamlessly integrate into San Juan County's operations.

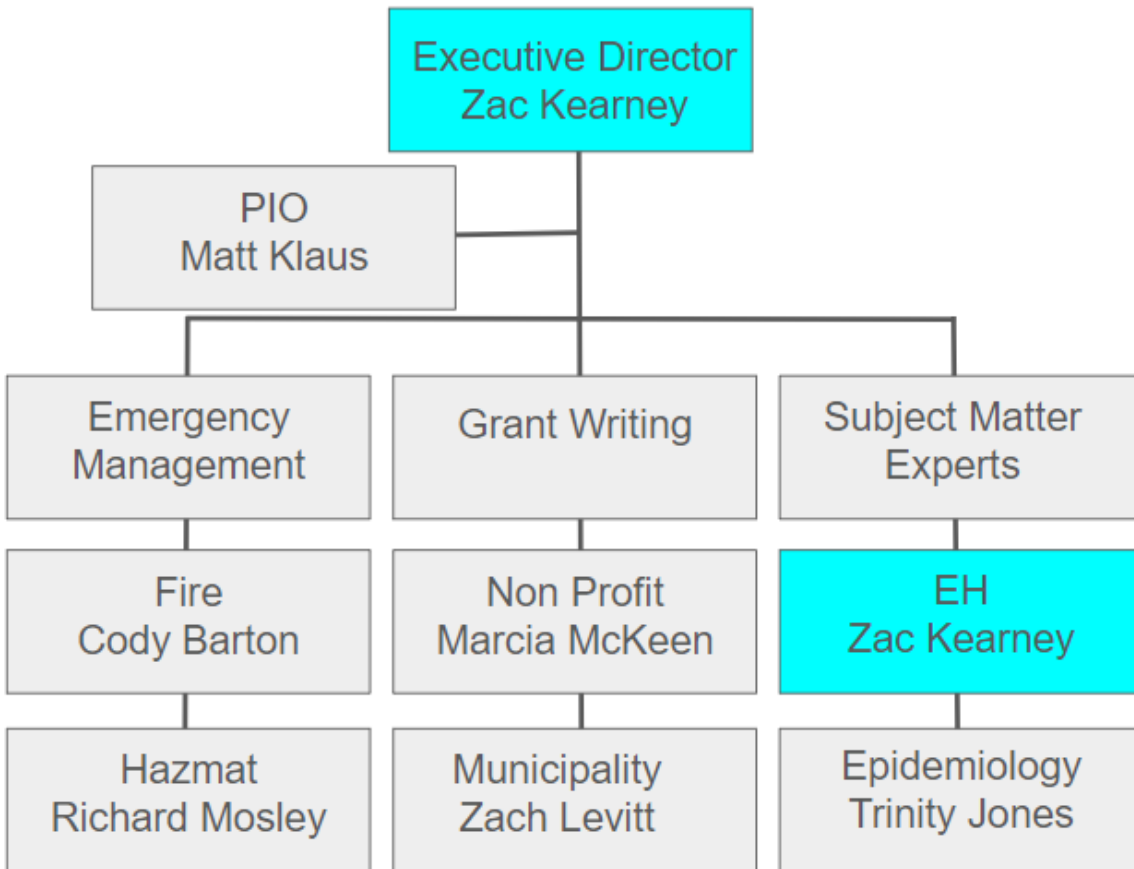
AEMT's team of EH professionals possess a wide range of expertise, including but not limited to water quality management, food safety, waste management, and hazardous materials handling. Our team is equipped with the necessary knowledge and skills to effectively carry out the responsibilities of the Environmental Health position, ensuring that San Juan County's residents receive the highest standard of environmental health services.

Furthermore, AEMT's collaborative approach to emergency management means that we have established relationships with other organizations and agencies. This enables us to quickly mobilize additional resources and support, should the need arise. By partnering with AEMT, San Juan County can rest assured that its service needs will be met promptly and efficiently.

Thank you for your time in reviewing this proposal. Should you have any questions, please reach out to Zac Kearney, Executive Director of Advanced Emergency Management Technology, at 435-590-3297 or advancedemergencymanagement@gmail.com

Organization chart:

Zac Kearney is the EH-trained individual and the Executive director of AEMT.



Resume for principal consultant:

Name: Zac Kearney

Position: Environmental Health Specialist Consultant(REHS)

Location: San Juan County, Utah

Summary:

Highly experienced and dedicated Environmental Health Specialist with 9 years of experience in the field. Proven expertise in various areas of environmental health, including wastewater, restaurants, pools, and various other programs. Committed to ensuring public safety and promoting healthy communities.

Professional Experience:

Executive Director | Advanced Emergency Management Tech, Utah | 2022 - Present

- Leadership: As the executive director for AEMT, I possess strong leadership skills.
- Strategic Thinking: I can think critically, analyze data, and make informed decisions that align with the organization's mission and values.
- Financial Management: Analyze financial statements, create budgets, and make sound financial decisions that support the organization's financial health.
- Communication: Effectively communicate with various stakeholders, including staff, donors, and external partners.
- Relationship Building: Skilled in networking and establishing partnerships that benefit the organization.
- Problem Solving: Possess strong problem-solving skills to identify issues, analyze root causes, and develop effective strategies to address them.
- Team Management: Hiring and retaining talented individuals, providing feedback and guidance, and fostering a positive work environment.

Environmental Health Specialist/Emergency Response Coordinator | Central Utah | 2013 - 2022

- Conducted routine inspections of food establishments, swimming pools, and other public facilities.
- Investigated complaints related to environmental health hazards and took appropriate action.
- Assisted in the development and implementation of policies and procedures to improve environmental health standards.
- Conducted training sessions for staff and community members on environmental health practices.

Education:

Bachelor of Science | Southern Utah University

Certifications:

Registered Environmental Health Specialist (REHS)

Member of Utah Environmental Health Association (UEHA)

Skills:

- Strong knowledge of environmental health regulations and best practices.
- Excellent problem-solving and decision-making abilities.
- Effective communication and interpersonal skills.
- Proficient in conducting inspections and assessments.
- Skilled in developing and implementing public health programs.

References:

- Eric Larsen, Sevier Utah, (385)505-5558
- Jayson Bagley Sevier Utah, (435)633-5310
- Jayson Hatch Sanpete Utah, (435)660-0667

C. Vendor Qualifications

AEMT's Executive Director and EH consultant has been working with the County government for 10 years and has equipped AEMT and Zac with the necessary skills and knowledge to effectively carry out the services requested in the RFP's scope of work. AEMT has a familiarity with the history of the San Juan health department. AEMT Executive Director has worked in the past with Ronnie Nieves and most recently has worked with Mike Molten with the After Action Report for COVID-19. This knowledge of how the health department operates, protocols, and requirements allows them to work seamlessly. AEMT understands the importance of collaboration and coordination with various County departments and agencies to ensure a comprehensive and efficient work day. This will be paramount to be working with others as well as making priority lists of required activities to catch up and stay ahead of inspections.

In terms of previous work, Zac Kearney has a proven track record in inspecting and conducting Environmental Health Services and Inspections. His expertise in this area enables them to identify potential risks, implement appropriate mitigation measures, and ensure compliance with relevant regulations and guidelines. This diverse experience equips them with a comprehensive understanding of the unique challenges and requirements associated with different environments.

In conclusion, Zac's qualifications and experience position AEMT as a highly capable and reliable entity for fulfilling the requirements outlined in UCA Rule R392 (IIA), (IIB), and (IIC). Their experience working with the County government, expertise in inspecting and conducting Environmental Health Services and Inspections, and involvement in similar projects demonstrate their ability to successfully meet the specific project described in the RFP.

D. Proposal

Advanced Emergency Management Tech (AEMT) approach to the RFP scope of work includes a schedule of 20 hours per week. This schedule may consist of two days onsite and 4 hours remote work. This may change as priorities change with more inspections and work needed on-site will equate to longer days in-person or approved more hours to accomplish goals

Onsite work will include all inspections scheduled that week and check-ins with staff on any needs and to confirm his schedule. The days will be back-to-back to reduce the drive to and from the San Juan office. The days will be 4-12 hour days where the total will be min of 16 hours on-site. San Juan Health Department can request extra hours onsite pulling time from remote work or adding more than 20 hours to the schedule.

Remote work will be scheduled on different days close to the end of the working day. This time will be allotted to schedule inspections, approve applications, and attend virtual meetings as required. Remote work will be charged at a discounted rate.

We will also be notifying staff of the specific days the inspector will be on-site a minimum of two weeks in advance in case he is needed for face-to-face meetings with partners or the public. AEMT ensures the availability of the consultant as scheduled and approved times by San Juan Health Department leadership

For off-site interactions, AEMT will utilize virtual meetings, and if timely inspections are required, tools like FaceTime, pictures/videos or other appropriate avenues will be used to keep time and cost down appropriately and be able to work effectively when not on-site.

To ensure effective communication, AEMT commits to responding to phone calls and emails within a 2-4 hour timeframe during business hours. Check-in with staff when onsite.

AEMT will not charge for lodging, meals, miles and drive time to/from the San Juan Health Department to/from the home office in Sevier county. This will only be the case as long as there is a minimum of an 8-hour day of inspections, and admin work to do on site. If required to be on site for less time than 8 hours then mileage and hours will start from the home office.

Any emergency event requires the consultant to be on-site during non-onsite days. This is at a higher rate than on-site rates and will include miles and time from the office in Sevier County. There is a minimum charge of 10 hours for a call out. This will ensure it is a true emergency and can't be dealt with over the phone.

We reserve the right to hire another inspector to help the primary inspector with on site inspections. If we do they will have an Environmental Health Scientist licence and min of 3 years of experience.

E. Fee Schedule

Form Fee Proposal	
Item	Total Cost
Inspector on site doing any inspections for the following: a) food safety consistent with R392-100, R392-101, R392-103, R392-104, and R392-110; b) schools consistent with R392-200; c) recreation camps consistent with R392-300; d) recreational vehicle parks consistent with R392-301; e) public pools consistent with R392-302 and R392-303; f) temporary mass gatherings consistent with R392-400; g) roadway rest stops consistent with R392-401; h) mobile home parks consistent with R392-402; i) labor camps consistent with R392-501; j) hotels, motels and resorts consistent with R392-502; k) indoor clean air consistent with Section 26-38 and R392-510;	\$250 hr

l) illegal drug operations decontamination consistent with R392-600; m) Indoor tanning beds consistent with R392-700; and n) investigation of complaints about public health hazards, including vector control.	
Zac on site doing any admin meetings	\$250 hr
Zac remote work for returning calls, reviewing and approving paperwork, video calls and photo review of work, and scheduling his on-site days for the following: a) food safety consistent with R392-100, R392-101, R392-103, R392-104, and R392-110; b) schools consistent with R392-200; c) recreation camps consistent with R392-300; d) recreational vehicle parks consistent with R392-301; e) public pools consistent with R392-302 and R392-303; f) temporary mass gatherings consistent with R392-400; g) roadway rest stops consistent with R392-401; h) mobile home parks consistent with R392-402; i) labor camps consistent with R392-501; j) hotels, motels and resorts consistent with R392-502; k) indoor clean air consistent with Section 26-38 and R392-510; l) illegal drug operations decontamination consistent with R392-600; m) Indoor tanning beds consistent with R392-700; and n) investigation of complaints about public health hazards, including vector control.	\$200 hr
Weekly Total	\$5,800
Travel for inspections: from the San Juan Health Department to inspection site, inspection to inspection, inspection to San Juan Health Department	\$0.56 per mile
Emergency Response on-site, billed hourly (includes 4-hour travel time to and from the health department) Min 10-hour charge	\$300 hr
After-hours phone calls billed in ¼ hour increments between 5pm-9am	\$300 hr
Grand totals	