

160038

Contract #

160038



STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
Department Name: Environmental Quality Agency Code: 480 Division Name: _____, referred to as (STATE), and the following CONTRACTOR:

Summit County Health Department
Name
650 Round Valley Drive
Address
Park City Utah 84060
City State Zip

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

Contact Person Richard Bullough Phone #435-333-1582 Email rbullough@summitcounty.org
Vendor #31716D Commodity Code #92535

- 2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:
Environmental Services, as described in the attached workplan.
- 3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on RX# NA, FY _____, Bid# NA or a pre-approved sole source authorization (from the Division of Purchasing) # SSNA.
- 4. **CONTRACT PERIOD:** Effective Date: 7/1/2015 Termination Date: 6/30/2016 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): NA. All payments under this contract will be completed within 90 days after the Termination Date.
- 5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$77,101 for costs authorized by this contract. Additional information regarding costs: Payments will be made in quarterly installments on August 1, November 1, February 1, and May 1 of the applicable fiscal year.
- 6. **ATTACHMENT A:** State of Utah Standard Terms and Conditions [for goods]; or Terms and Conditions for Professional Services
ATTACHMENT B: Environmental Service Delivery Plan
ATTACHMENT C: Digital Signature Clause
ATTACHMENT D: N/A
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
- 7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # NA dated NA.

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

Richard Bullough 7/01/15
Contractor's signature Date

Brad Johnson 7/2/2015
Agency's signature Date

Richard Bullough, Director
Type or Print Name and Title

CONTRACT RECEIVED AND
DIRECTOR, DIVISION OF PURCHASING
PROCESSED BY
DIVISION OF FINANCE
Jul 08 2015 Date

Director, Division of Finance

<u>Renette Anderson</u> Agency Contact Person	<u>801-536-4478</u> Telephone Number	<u>801-536-4441</u> Fax Number	<u>renetteanderson@utah.gov</u> Email
--	---	-----------------------------------	--

Dept. of Environmental Quality
Digital Signature Clause

If you intend to utilize digital (scanned or faxed) signatures for an agency contract, you must include the clause below. This clause should be in the Scope of Work or other applicable attachment to the contract.

Consideration should be given, as to the type of contract and the dollar amount, in deciding if digital signatures should be used.

CLAUSE:

It is the intent of the parties that this contract may not be denied legal effect, validity, or enforceability solely because a digitized or facsimile signature was used in its formation. The parties agree that any party's digitized or facsimile signature on this contract manifests that party's intent to execute the contract.

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GOODS
(Between Government Entities and Political Subdivisions within the State of Utah)**

This is for a contract between government entities or political subdivisions within the State of Utah for goods meaning all things (including specially manufactured goods) which are tangible and usually movable. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Goods identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Goods" means the items that Contractor is required to deliver to the State Entity under this Contract. To the extent this Contract entails delivery or performance of services, such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all the Goods delivered under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made under this Contract. These records shall be retained by both parties for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. The parties agree to allow, at no additional cost, State of Utah and federal auditors access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED.
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED.
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity. Contractor shall remain responsible for all applicable federal, state, and

local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Goods ordered prior to date of termination.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Goods properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SALES TAX EXEMPTION:** The Goods under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
15. **WARRANTY:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to the Goods delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Goods perform according to all specific claims that Contractor made in its Proposal to the Solicitation; (ii) the Goods are suitable for the ordinary purposes for which such Goods are used; (iii) the Goods are suitable for any special purposes identified in the Proposal and the Solicitation; (iv) the Goods are designed and manufactured in a commercially reasonable manner; (v) the Goods are manufactured and in all other respects create no harm to persons or property; and (vi) the Goods are free of defects. Unless otherwise specified in this Contract, all Goods provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Goods (at no charge to the State Entity), within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Goods prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

16. **INSURANCE:** INTENTIONALLY DELETED.
17. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and

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

18. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects, fraud, or Contractor's warranty obligations. Contractor's failure to provide the Goods by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping the Goods.
19. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Goods to perform an inspection of the Goods to determine whether the Goods conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Goods by the State Entity.

If Contractor delivers nonconforming Goods, the State Entity may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
20. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Goods to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
21. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Goods shall not be deemed an acceptance of the Goods and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
22. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY DELETED.
23. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Goods, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
24. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
25. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Goods that do not conform to this Contract.
26. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
27. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

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

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

28. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
29. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
30. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
31. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
32. **ATTORNEY'S FEES:** INTENTIONALLY DELETED.
33. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
34. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
35. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Goods that has not been cured, any rights or remedies under any warranties, or the State Entity's right to indemnification under this Contract.
36. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
37. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 12 February 2015)

Attachment B
Summit County Health Department
Environmental Service Delivery Plan FY2016

Air Quality

<p>Provide air quality information to the public. As appropriate, alert the Division of Air Quality to compliance issues.</p>	<p>Provide information to the public directly - through outreach activities, answers to questions, and/or printed information - and indirectly - via the Web and social media outlets. As appropriate, refer air quality compliance issues to Division of Air Quality staff.</p>	<p>A brief summary on how objectives were met. To the extent possible, provide the number of people reached. Timely referral of issues. A brief summary of the types of issues handled directly as part of the annual report.</p>	<p>Issues requiring action reported directly to Rusty Ruby, compliance branch manager, at 801-536-4133 or rruby@utah.gov All other information, summarized annually, in conjunction with the End of Year Report.</p>
--	---	---	---

Drinking Water

<p>Maintain superior drinking water quality by ensuring adequate facilities, source protection and timely assistance to water system operators. Ensure 100% of affected systems have certified operators.</p>	<p>Provide basic service including but not limited to exam proctoring, random samples collected, distribute test bottles, emergency response, public relations, report information on the new ESS systems, provide technical assistance.</p>	<p>Number of Operator Certification Exams Proctored. (Tests may be by booklet or online.) Percentage of regulated water systems with certified operators. Number of emergency responses performed.</p>	<p>Annually, as part of the End of Year Report. Operator certification exam booklets to be sent to DDW within three days of the exam.</p>
--	--	--	--

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
	Utilize the Division's standard reports, available on the Drinking Water website, to assist water utilities and answer their questions. Also, assist water utilities with accessing the same information via the web.	Number of new systems reported to DDW. Better informed water utility managers and operators. Increase in compliance of the Safe Drinking Water Act by water systems.	
Ensure those who perform sanitary surveys are properly trained.	Send all those who perform sanitary surveys to the Sanitary Survey training.	Number of representatives trained	Annually, as part of the End of Year Report.
Ensure that sanitary surveys are conducted using established forms and following established guidance protocol.	Conduct the following sanitary surveys for reimbursement using establish guidance protocol: 22114 DIAMOND BAR X 22073 PARK CITY RV RESORT 22001 CLUFF WARD PIPELINE CO. 22002 COALVILLE CITY 22027 ECHO STATE HWY REST STOP 22128 ECHO CYN PORT OF ENTRY 22005 HENEFFER TOWN 22006 HOYTSMVILLE PIPE WATER CO. 22008 MARION WATERWORKS CO.	Number of Sanitary Systems surveyed. Percentage of community water systems with approved ratings. Percentage of populations served with approved ratings.	When surveys performed plus quarterly summaries. Survey reports must be submitted to DDW within 30 days of survey.

Solid and Hazardous Waste: Used Oil

<p>Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.</p>	<p>Inspect all used oil collection centers (UOCCs) every six months and submit an inspection report.</p> <ol style="list-style-type: none"> 1. Document inspections on UOCC Inspection Form provided by Division of Solid and Hazardous Waste (DSHW): <ol style="list-style-type: none"> a) Ensure all inspection forms are completely filled out. Use N/A if not applicable. b) On the bottom of the inspection report, annotate time spent to complete the inspection (include travel. c) Add comments, suggestions or issues in the note section. 2. Attach a print copy of photo(s) to each inspection form to document conditions and/or noncompliance and resolutions implemented. 3. Gather DYer log sheets at UOCCs and submit with inspection forms and photo(s). 4. Educate the UOCC on procedures, as needed: <ol style="list-style-type: none"> a) Educate that any orphan used oil can be listed on the log sheet. List it as 'orphan oil' and include date and quantity. b) Stress that the UOCC is not to accept business used oil unless it is properly registered through the Used Oil program. 	<p>Number of UOCCs inspected.</p> <p>Complete inspection reports, to include checklists, log sheets and printed/labeled photographs of the UOCC.</p> <p>Documentation of any non-compliance and resolutions on the inspection form.</p>	<p>UOCC inspection forms, photos and log sheets submitted to the Division, semi-annually:</p> <ul style="list-style-type: none"> - No later than Jan. 20 (for July - Dec. activity) - No later than July 20 (for Jan. - June activity)
--	--	---	---

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.</p>	<p>5. Identify and document all observed noncompliance of used oil rules and regulations on the inspection form. 6. Confirm that noncompliance issues are followed up and corrected by the UOCC within an appropriate time frame. Include a statement of how any issues will be Resolved. 7. Ensure that all used oil spills at UOCCs are cleaned up in a timely manner.</p>	<p>All complaints regarding used oil releases are listed on the Semi-Annual Used Oil Report Form Allegations for used oil violations are investigated and reported on Used Oil Report Form and DERR database once completed. Written reports and photographs of investigations and resolutions of major problems are submitted.</p>	<p>Semi- annually on the UOCC Report Form: - No later than Jan. 20 (for July – Dec. activity) - No later than July 20 (for Jan. – June activity)</p>
	<p>Investigate all complaints regarding used oil releases and allegations of used oil violations, including complaints the LHD and DSHW receive from anonymous sources.</p> <ol style="list-style-type: none"> 1. Submit written report and, for major problems, photographs, describing the complaint and investigation process, including follow-up procedures and resolutions. 2. For complaints that are resolved quickly, documentation should be submitted when the complaint has been resolved. 3. For complaints that require extended follow-up, documentation should be submitted periodically. 		

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.	4. Ensure that all complaints are investigated and verify the issues are being addressed in a timely and appropriate manner. If issues do not get resolved, ensure that appropriate enforcement actions are taken.	Number of public education presentations performed.	Semi-annually on the UOCC Report Form: - No later than Jan. 20 (for July - Dec. activity) - No later than July 20 (for Jan. - June activity)
	Perform public outreach promoting used oil recycling to public groups such as the Chamber of Commerce, high school automotive shops, official boards and other organizations.	Attendance and participation in used oil training seminar	Semi-annually on the Used Oil Report Form
	All used oil staff attend and participate in the used oil training session either electronically or in person if one is hosted by the DSHW.		

Solid and Hazardous Waste

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect public health and the environment from exposure to contamination caused by improper treatment, storage and disposal of solid and hazardous waste.	Identify illegal waste tire dumps. Permit waste tire haulers, processors, and tire piles and monitor facilities.	Number of waste tire dumps and estimated tires at each. Number of permitted waste tire haulers, processors, and tire piles.	Annually, in conjunction with the End of Year Report.
	Respond to hazardous material complaints and emergencies.	Number of emergencies and complaints responded to.	
	Provide information on household hazardous wastes and how and where to dispose of them	Number of people provided information	Annually, in conjunction with the End of Year Report.
	Answer questions and respond to complaints regarding solid waste. Provide information on recycling to the public.	Attendance and participation in training.	
All staff responding to solid waste questions attends and participates in a training session either electronically or in person if one is hosted by the DSHW.			

Note if a waste tire recycler locates within Summit County this plan will be modified to include waste tire recycling reimbursement processing.

Water Quality

GOAL	OBJECTIVE	MEASURE	JOB REPORTED
<p>Effectively implement the small wastewater disposal system program to protect the environment and enhance relations with and support of local health department.</p>	<p>Administer small wastewater disposal systems to comply with Utah Administrative Code R317-4 and local rules.</p> <ol style="list-style-type: none"> 1. Review, approve, and inspect all new, repairs, and alterations to Conventional and Alternative onsite systems, including Holding Tanks. 2. Conduct complaint investigations and pursue corrections of any onsite system failures. 3. Collect the \$25 for each new onsite wastewater system installed, and remit fees to DWQ by the 30th day of the month following the end of each quarter. 4. Assure that all LHD staff involved in the review, approval, and inspection of onsite wastewater systems are trained and certified at the appropriate level per R317-11. 5. Assure that all onsite system work is done by persons certified as appropriate according to R317-11. 	<ol style="list-style-type: none"> 1. Existence of plan review, perc test, soil log evaluation and inspection records. 1. Number of systems approved. 1. Number of systems inspected. 1. Total number of systems in county. 1. Number of Holding Tank approvals issued. 2. Number of complaint investigations conducted. 2. Number and type of failures identified and/or corrected. 3. Fees remitted quarterly to DWQ. 4. All staff are certified per R317-11 and identified as being Level 2 or 3. 5. All work is done by persons certified per R317-11. 	<p>Annually, in conjunction with the End of Year Report.</p>

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>Communication and Training</p>	<p>To remain effective and knowledgeable, DWQ and LHD will continue to participate and communicate in onsite program matters.</p>	<ol style="list-style-type: none"> 1. DWQ will notify LHD by a means of communication, when a representative comes into the LHD area for onsite program business. 2. DWQ will be represented at all COWP monthly meetings. 3. LHD will attempt to send a representative to monthly COWP meetings. 4. A representative of DWQ will attend the annual Utah Onsite Wastewater Association conference. 5. LHD will attempt to send a representative to the Annual Utah Onsite Wastewater Association conference. 	
<p>Effectively implement and administer the Liquid Waste Program in the collection, storage, transportation and disposal of all sewage wastewater.</p>	<p>Administer the Liquid Waste Program per Utah Administrative Code R 317-550 to help prevent a public health hazard or nuisance or adversely affecting water quality.</p> <ol style="list-style-type: none"> 1. Every Liquid Waste hauler operating within the boundaries of the LHD will notify the LHD by filing a Notification Form with all required information, per R317-550-3. 2. Ensure that the disposal sites used by the Liquid Waste operators are maintained in a sanitary manner and adequate to receive and treat these wastes. 	<ol style="list-style-type: none"> 1. List all Liquid Waste operators that have been granted a Notification Form. 1. LHD may conduct annual inspections on all the liquid waste trucks used by each operator. 1. Encourage the operator to obtain a surety bond issued by a corporate surety company. 3. LHD may inspect disposal sites used by the liquid waste operators, as determined as necessary. 	

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Identify and manage all pollution sources to insure continued beneficial uses of water and public health protection.	Identification of surface water and ground water pollution sources.	Number of uncontrolled pollution sources identified and addressed or referred to DEQ. Number of fish kills and/or spills investigated.	

Water Quality: Get the Mercury Out

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Encourage pollution prevention to Utah citizens through programs that target the reductions of special wastes.	Contractor will serve as a collection center for citizens needing to dispose of mercury containing household products. Funds provided by DEQ cover mercury disposal, through state contract with Veolia ES.	Pounds of mercury collected and properly disposed of through Veolia ES.	Annually, in conjunction with the End of Year Report.

Radiation Control: Radon

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>Problem radon areas are identified. Radon tests results are tracked by database by geographic location to enhance identification of problem radon areas.</p> <p>Promote radon awareness, testing, mitigation, and Radon Resistant New Home Construction</p>	<ol style="list-style-type: none"> 1. Increase radon awareness, testing, and mitigation. Answer questions and provide information on radon. 2. Purchase and make available Radon home testing kits. Radon kits can be purchased through AirCheck.com. Income from tests purchased will be used to keep a supply on hand. Collect, compile and report on test results. 3. With the assistance of the DRC radon coordinator, encourage radon awareness and radon resistant building among building departments and realtors. 	<ol style="list-style-type: none"> 1. Document the number of radon calls/emails received and responded to. 2. Document all radon educational and awareness activities coordinated, conducted, and/or attended. 	<p>Annually, in conjunction with the End of Year Report.</p> <p>AirCheck data to be provided to DRC as it is available.</p>