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# **REQUEST FOR PROPOSALS**

**Issued by:**

**The Office of Legislative Research and General  
Counsel**

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**LEGAL CONSULTING SERVICES AND RELATIONS SERVICES RELATING TO  
OBTAINING CERTAIN PUBLIC LANDS FROM THE FEDERAL GOVERNMENT**

**RFP No. 2015-01**

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## **I. RFP CONTACT**

The Office of Legislative Research and General Counsel (under the direction of the President of the Senate, the Speaker of the House of Representatives, and the Legislative Management Committee) is the issuer of this RFP and all subsequent addenda to this RFP. Inquiries regarding this RFP should be directed, in writing, to:

Thomas R. Vaughn  
Associate General Counsel  
Office of Legislative Research and General Counsel  
Email: tomvaughn@le.utah.gov

## **II. DEFINITIONS**

As used in this RFP:

1. "COMMISSION" means the Commission for the Stewardship of Public Lands, created in 2014 General Session H.B. 151 (Laws of Utah, Chapter 319, Page 1587), attached to this RFP as Attachment C.
2. "LEGAL CONSULTING SERVICES" means the following services, provided to the COMMISSION and the LEGISLATURE under the direction of, and in cooperation and communication with, the LEGISLATIVE GENERAL COUNSEL and the chairs of the COMMISSION, including, but not limited to:
  - a. researching and consulting on alternative legal theories that the state of Utah may use in court to obtain ownership and control of PUBLIC LANDS;
  - b. making recommendations and drafting a legal brief on legal strategies (taking into account cost and other factors) that the State of Utah may use to obtain ownership and control of PUBLIC LANDS;
  - c. identifying potential legal counsel and expert witnesses that could be used in an action by the State of Utah to obtain ownership and control of PUBLIC LANDS; and
  - d. providing all support staff necessary in relation to providing the legal consulting services described in this Subsection II.2 of this RFP.
3. "LEGISLATIVE GENERAL COUNSEL" means the general counsel to the Utah State Legislature, serving under the direction of the chairs of the COMMISSION.
4. "LEGISLATURE" means the Utah State Legislature, the Utah House of Representatives, the Utah Senate, each committee, commission (including the COMMISSION), or task force of the Utah State Legislature, the Utah House of Representatives, the Utah Senate,

each of their members, staff, staff offices (including the OLRGC), and all employees of the Utah State Legislature, the Utah House of Representatives, the Utah Senate, and their staff offices (including the OLRGC).

5. "MDT" means Mountain Daylight Time.
6. "OLRGC" means the Office of Legislative Research and General Counsel, a staff office of the Utah State Legislature, acting under the direction of the chairs of the COMMISSION.
7. "PUBLIC LANDS" has the same meaning as that term is defined in Utah Code Subsection 63L-6-102(3).
8. "RELATIONS SERVICES" means the following services provided to the COMMISSION and the LEGISLATURE under the direction of the COMMISSION, and in cooperation and communication with, the LEGISLATIVE GENERAL COUNSEL:
  - a. assisting the COMMISSION in forming coalitions with other states to obtain ownership and control of PUBLIC LANDS through legal action;
  - b. developing public relations strategy and providing public relations and public communications advice and services in relation to the work of the COMMISSION; and
  - c. providing all support staff necessary in relation to providing the services described in this Subsection II.8 of this RFP.
9. "RFP" means this request for proposals, issued by the OLRGC, for "Legal Consulting Services and Relations Services Relating to Obtaining Certain Public Lands from the Federal Government, RFP No. 2015-01."

### **III. PURPOSE OF REQUEST FOR PROPOSALS**

1. The purpose of this RFP is to enter into two contracts with a qualified individual(s), group of individuals, entity, entities, or law firm(s) to provide LEGAL CONSULTING SERVICES and RELATIONS SERVICES in relation to obtaining ownership and control of PUBLIC LANDS. A contract will be awarded to one qualified individual, group of individuals, or law firm to provide the LEGAL CONSULTING SERVICES and one qualified individual, group of individuals, or entity to provide the RELATIONS SERVICES. Alternatively, both contracts may be awarded to the same qualified responder to provide both the LEGAL CONSULTING SERVICES and the RELATIONS SERVICES.

2. The responder to whom the contract for LEGAL CONSULTING SERVICES is awarded will be expected to, under the direction of, and in consultation and cooperation with, the LEGISLATIVE GENERAL COUNSEL, provide all work relating to the provision of the LEGAL CONSULTING SERVICES and will require a team of attorneys and secretarial and other support staff for the team of attorneys.
3. The responder to whom the contract for RELATIONS SERVICES is awarded will be expected to, under the direction of the COMMISSION, and in consultation and cooperation with the OLRGC, provide all work relating to the provision of the RELATIONS SERVICES, including secretarial and other support staff.
4. This RFP is designed to provide basic information sufficient to solicit proposals from qualified responders, but (except to the extent expressly provided otherwise) is not intended to limit a proposal's content or exclude any relevant, important, or essential information.
5. Each contract will be awarded for a period of two years, with the option of the OLRGC to extend if needed, and with the option of the OLRGC to terminate the contract earlier than the two-year period if:
  - a. the LEGAL CONSULTING SERVICES or RELATIONS SERVICES are no longer needed; or
  - b. OLRGC is not satisfied with the responder(s) or the LEGAL CONSULTING SERVICES or RELATIONS SERVICES provided.
6. It is anticipated that:
  - a. the provision of LEGAL CONSULTING SERVICES and RELATIONS SERVICES will begin immediately after the contract is signed by the parties;
  - b. the successful RFP responder for the LEGAL CONSULTING SERVICES will provide the initial draft of the legal brief described in Section II.2.b of this RFP to the chairs of the COMMISSION within four months after the contract is signed by both parties;
  - c. the contract awarded will be in effect for 2 years, unless the contract is terminated earlier under Section III.5. of this RFP; and
  - d. the OLRGC may extend the contract beyond 2 years, in its discretion.
7. Responder(s) shall provide the LEGAL CONSULTING SERVICES or RELATIONS SERVICES, as applicable, in an expeditious and professional manner. The initial draft of the legal brief will be provided to the chairs of the COMMISSION and to the

LEGISLATIVE GENERAL COUNSEL for review and approval before it is provided in final form to the COMMISSION.

#### **IV. TIMELINE**

1. The following timeline (subject to change by addendum) will be followed with respect to this RFP:
  - a. RFP Issue Date: February 23, 2015.
  - b. Final Date for Submission of Questions: March 16, 2015, at Noon (MDT).
  - c. Final Date for Addenda to RFP (related to specifications and answering questions submitted before the deadline described in Section IV.1.b of this RFP): April 1, 2015.
  - d. RFP Response Submission Deadline: April 17, 2015, at Noon (MDT).
  - e. Opening of Proposals: April 17, 2015, at 12:10 p.m. (MDT) at OLRGC (responders are *not* expected to be present for the opening of proposals).
  - f. Announcement of Finalists: May 8, 2015.  
If five or fewer responses for each contract are received, this step may be skipped, an addendum may be issued changing the subsequent dates in this timeline to an earlier time, and all responsive responders may be interviewed.
  - g. Interviews and Discussions with Finalists: May 26 through May 28, 2015.
  - h. Final Date for Addendum in Response to Discussions: June 4, 2015.
  - i. Best and final Offers: June 12, 2015, at Noon (MDT).
  - j. Opening of Best and Final Offers: June 12, 2015, at 12:10 p.m. (MDT) at OLRGC (responders are *not* expected to be present for the opening of best and final offers).
  - k. Award of Contracts (award is tentative, pending successful contract negotiations): June 19, 2015 (MDT) at OLRGC (responders are *not* expected to be present for the award of the contract -- notification will be provided by email).

#### **2. INTERVIEWS AND DISCUSSIONS**

Interviews will be conducted in person or via video feed. The purpose of interviews is to assist the evaluation committee in determining the correct score to award during the evaluation of the responses.

In accordance with Section 63G-6a-703 and Section 63G-6a-705, discussions may be conducted with responders who submit proposals determined to have a reasonable likelihood of being awarded the contract, followed by an opportunity to make best and final offers. The issuer of this RFP intends that discussions will be held with finalists, followed by an opportunity to make best and final offers. However, a proposal may be accepted without discussions. Discussions are different than interviews, in that they involve a conversation regarding potential changes to RFP requirements, with a subsequent opportunity to submit best and final offers in response to any changes that are made.

## V. REQUEST FOR PROPOSALS

### 1. SUBMISSION TIME, PLACE, AND MANNER

#### a. PROPOSALS

Proposals provided in response to this RFP should NOT be submitted via BidSync.

An electronic copy (in PDF format) must be received by the RFP contact, Thomas Vaughn, on or before April 17, 2015, at Noon (MDT) (no hardcopies please). The electronic copy may be provided by email to [tomvaughn@le.utah.gov](mailto:tomvaughn@le.utah.gov) (OLRGC email, including attachments, is limited to 25MB per email, so if you send anything larger, you will need to break it into parts and send them separately) or may be burned to a disk or flash drive (disks and flash drives will not be returned) and delivered to the following address:

Attention: Thomas Vaughn  
Associate General Counsel  
Office of Legislative Research and General Counsel  
Utah State Capitol Complex, W210 House Building  
PO Box 145210  
Salt Lake City, Utah 84114-5210

A responder that intends to respond in relation to providing both the LEGAL CONSULTING SERVICES and the RELATIONS SERVICES shall respond via two separate RFP responses, one for the LEGAL CONSULTING SERVICES and one for the RELATIONS SERVICES.

#### b. LATE SUBMISSION OF PROPOSALS

Proposals received after April 17, 2015, at Noon (MDT) will not be considered.

### 2. RFP REQUIREMENTS

- a. Responder(s) shall provide LEGAL CONSULTING SERVICES or RELATIONS SERVICES, as applicable, to the COMMISSION and to the LEGISLATURE.
- b. The LEGISLATIVE GENERAL COUNSEL is charged by the Utah Constitution with the responsibility and authority to “provide and control all legal services for the Legislature . . .” (Utah Constitution, Article VI, Section 32, Subsection 2). Thus, a responder that provides LEGAL CONSULTING SERVICES shall provide the LEGAL CONSULTING SERVICES under the direction and control of, and in full consultation with, the LEGISLATIVE GENERAL COUNSEL. The LEGISLATIVE GENERAL COUNSEL will establish a protocol regarding the involvement of the

LEGISLATIVE GENERAL COUNSEL when the responder needs to communicate directly with the COMMISSION chairs, the COMMISSION, members of the COMMISSION, staff assigned to the COMMISSION, or another member of the LEGISLATURE.

- c. A responder that provides LEGAL CONSULTING SERVICES shall designate one attorney as responder's lead attorney. Responder's lead attorney shall be the most qualified attorney on the legal team assigned by responder to be directly and substantially involved in providing the LEGAL CONSULTING SERVICES. The lead attorney shall be primarily responsible for providing the LEGAL CONSULTING SERVICES and communicating with the LEGISLATIVE GENERAL COUNSEL and others specified by the LEGISLATIVE GENERAL COUNSEL.
- d. Responder's lead attorney and other attorneys assigned by the responder to provide LEGAL CONSULTING SERVICES shall be available to be reached easily by, and regularly communicate with, the COMMISSION, LEGISLATIVE GENERAL COUNSEL, the chairs of the COMMISSION, or all of them.
- e. The attorneys who will provide the LEGAL CONSULTING SERVICES shall:
  - i. have knowledge and experience in the following:
    - A. civil litigation;
    - B. federal and state statutory and constitutional law, and legal history, relating to public lands in general and the types of PUBLIC LANDS that are the subject of this RFP;
    - C. federal and state statutory and constitutional law relating to state's rights, state sovereignty, federalism, the powers of the federal government, and the ownership and control of lands by the state and by the federal government;
    - D. practicing in state trial and appellate courts and federal trial and appellate courts; and
  - ii. have, or officially associate and subcontract with someone for purposes of this RFP who has:
    - A. significant knowledge and experience practicing before the United States Supreme Court; and
    - B. significant knowledge relating to bringing an original action in the United States Supreme Court.

- f. A responder who will provide LEGAL CONSULTING SERVICES, including each attorney who will provide LEGAL CONSULTING SERVICES, shall be covered by legal malpractice insurance in an amount that is, and with terms that are, consistent with amounts and terms generally accepted in the legal community. A responder who will provide LEGAL CONSULTING SERVICES or RELATIONS SERVICES, as applicable, and any subcontractor of responder shall be covered by liability insurance in an amount that is, and with terms that are, consistent with amounts and terms generally accepted in the industry.
- g. The responder shall provide its own support staff to enable the responder to provide the LEGAL CONSULTING SERVICES or RELATIONS SERVICES, as applicable, in a timely, professional manner.
- h. All attorneys who provide LEGAL CONSULTING SERVICES under this RFP:
  - i. shall be in good standing with all bars that the attorneys are licensed with;
  - ii. shall comply with one of the following:
    - A. be licensed to practice law in the state of Utah; or
    - B. be capable of providing other legal services under Utah Rule of Professional Conduct 5.5 (including 5.5(c)(1));
  - iii. may not have, nor appear to have, a conflict of interest in providing the LEGAL CONSULTING SERVICES; and
  - iv. shall have demonstrated qualifications and ability to provide the LEGAL CONSULTING SERVICES.
- i. Responder's lead attorney shall communicate with the chairs of the COMMISSION every two weeks to determine, and receive approval for, the maximum amount of fees and expenses chargeable to the COMMISSION that will likely be incurred in the upcoming two-week period for LEGAL CONSULTING SERVICES. If it appears that the responder will exceed the approved amount, the lead attorney shall communicate with the chairs of the COMMISSION and receive approval before exceeding the previously approved amount. The chairs of the COMMISSION will approve payment of all reasonable fees and expenses that are approved according to this procedure. In order to properly keep track of and control costs, the contract may include specific cost benchmarks that cannot be exceeded until after the responder receives written approval to perform work, for which the responder intends to bill the COMMISSION, beyond the benchmarks.
- j. A responder that provides RELATIONS SERVICES shall designate one person as

responder's lead person for the provision of RELATIONS SERVICES. The person designated as the lead person for the provision of RELATIONS SERVICES shall be the most qualified provider of these services assigned by responder to be directly and substantially involved in providing the RELATIONS SERVICES. The lead person shall be primarily responsible for providing the RELATIONS SERVICES and communicating with the COMMISSION and the designated OLRGC representative.

- k. The person designated as responder's lead person for the provision of RELATIONS SERVICES and other persons assigned by the responder to provide RELATIONS SERVICES shall be available to be reached easily by, and regularly communicate with, the COMMISSION, designated OLRGC representative, the chairs of the COMMISSION, their designees, or all of them.
- m. The person designated as responder's lead person for the provision of RELATIONS SERVICES shall communicate with the chairs of the COMMISSION every two weeks to determine, and receive approval for, the maximum amount of fees and expenses chargeable to the COMMISSION that will likely be incurred in the upcoming two-week period for RELATIONS SERVICES. If it appears that the responder will exceed the approved amount, the designated person shall communicate with the chairs of the COMMISSION and receive approval before exceeding the previously approved amount. The chairs of the COMMISSION will approve payment of all reasonable fees and expenses that are approved according to this procedure. In order to properly keep track of and control costs, the contract may include specific cost benchmarks that cannot be exceeded until after the responder receives written approval to perform work, for which the responder intends to bill the COMMISSION, beyond the benchmarks.

### 3. RESPONDER INFORMATION

The first page of the proposal shall include the following information, in the following format:

- a. Title: "RFP for Legal Consulting Services and Relations Services Relating to Obtaining Certain Public Lands From the Federal Government, RFP No. 2015-01"
- b. Responder Summary Information:

Name:  
RFP Contact Person:  
Address:  
Telephone:  
Fax:  
Email:  
Federal Tax ID Number:

#### 4. EXECUTIVE SUMMARY

The second portion of the proposal shall contain a one or two page executive summary that briefly describes the responder's proposal. This summary shall serve to highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive summary.

The executive summary shall also describe any deviations or exceptions from the requirements, terms, and conditions of this RFP. In the absence of such a written description, the response shall be interpreted to agree to the requirements, terms, and conditions of this RFP and the responder shall be held liable for any deviations from the RFP. Deviations and exceptions claimed by a responder may result in rejection of a response on the grounds that the response is not responsive to the RFP.

#### 5. DETAILED DESCRIPTION

The third portion of the proposal constitutes the main portion of the response and shall include the following:

- a. A complete narrative of the responder's assessment of the work to be performed, the responder's ability and approach, and the resources necessary to fulfill the requirements. This narrative shall demonstrate the responder's understanding of the overall performance expectations and clearly indicate all options and alternatives proposed.
- b. A description of the qualifications, including experience, education, training, and knowledge of each individual that the responder will designate to provide the LEGAL CONSULTING SERVICES or RELATIONS SERVICES, as applicable, described in this RFP, specifying the individual who will be the lead attorney for the provision of the LEGAL CONSULTING SERVICES or the individual who will be the lead provider of the RELATIONS SERVICES, as applicable.
- c. For each attorney who will be assigned to provide LEGAL CONSULTING SERVICES, a statement that includes:
  - i. all jurisdictions where the attorney is authorized to practice law;
  - ii. whether the attorney is in good standing with each of those jurisdictions; and
  - iii. whether the attorney has ever been disciplined, or is currently subject to disciplinary proceedings, or is currently under investigation, by those, or any other, jurisdictions.
- d. A list of references (including a contact person and that person's contact information

and title) of persons or entities for which the responder has provided legal services or relations services, as applicable, who can render an opinion regarding the ability of the responder to provide the LEGAL CONSULTING SERVICES or RELATIONS SERVICES, as applicable.

- e. A statement that, during the entire period of time during which the responder provides the LEGAL CONSULTING SERVICES, the responder, and all attorneys who provide the LEGAL CONSULTING SERVICES, will fully comply with the Rules of Professional Conduct of the Utah State Bar and all applicable rules of federal and Utah courts.
- f. A statement indicating whether the responder, or any attorney or other individual affiliated with the responder, has any potential conflict of interest, or the possibility of the appearance of any conflict of interest, with the provision of the LEGAL CONSULTING SERVICES or RELATIONS SERVICES, as applicable. For each potential conflict of interest, or possibility of the appearance of a conflict of interest, state for each:
  - i. the names of the individuals or entities involved;
  - ii. the nature of the conflicts; and
  - iii. the steps that responder will take to avoid conflicts or the appearance of a conflict.
- g. A certification indicating that neither the responder nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or contract by any governmental entity. If the responder cannot certify this statement, the responder shall attach a written explanation indicating why the responder cannot certify this statement.
- h. For a responder that will provide LEGAL CONSULTING SERVICES, proof of legal malpractice insurance and the levels and terms of the insurance.
- i. Proof of other insurance required by this RFP, and other liability insurance held by the responder, and the levels and terms of the insurance.
- j. A specific point-by-point response, in the order listed, to each requirement of the RFP, including all addenda to the RFP, indicating whether the responder meets, and agrees to comply with, the requirement.

## 6. COST

In a separate electronic document entitled "Cost", responder shall include all information on cost for the LEGAL CONSULTING SERVICES or RELATIONS SERVICES, as

applicable, and any related items for which the responder may charge. The document shall consist of the completed, applicable cost proposal form (Attachment A).

## 7. RFP COMPLIANCE

The OLRGC reserves the right to:

- a. reject a proposal on the grounds that it is not responsible (as defined in Utah Code Section 63G-6a-103);
- b. reject a proposal on the grounds that it is not responsive (as defined in Utah Code Section 63G-6a-103);
- c. reject a proposal that does not strictly comply with the requirements of this RFP and the required submission format; and
- d. waive minor informalities or minor technical errors in a proposal.

## 8. PROPOSALS ARE BINDING

All proposals are required to be signed by a person in authority to bind the responder to the response, the response cost, and the terms and conditions of the proposals. Proposals may not be withdrawn for a period of 90 days after the RFP due date. By submitting a proposal, the responder certifies that all information provided by the responder is true, complete, and accurate, that the responder is willing and able to furnish the LEGAL CONSULTING SERVICES or RELATIONS SERVICES, as applicable, in the manner described in this RFP, that the costs quoted are correct, and that the costs quoted include all charges that will be required in relation to the provision of LEGAL CONSULTING SERVICES or RELATIONS SERVICES, as applicable.

## 9. RESPONDER'S RESPONSIBILITY

The successful responder(s) are solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract resulting from this RFP.

## **VI. OTHER REQUIREMENTS**

1. The responder's name must appear on each page of the response. Erasures, cross-outs, alterations, corrections, or other changes must be initialed by the person who signs the response. The response must contain evidence that the person who signs the proposal is authorized to bind the responder in relation to the response.
2. By submitting a proposal in response to this RFP, responder is acknowledging that the requirements, scope of work, and evaluation process described in this RFP are fair, equitable, not unduly restrictive, understood, and agreed to. Any exceptions to the content of the RFP must be protested in writing before the RFP response submission deadline.

## VII. EVALUATION AND CONTRACT

### 1. EVALUATION CRITERIA

- a. Each response to this RFP to provide LEGAL CONSULTING SERVICES will be evaluated based on the following factors:

<b>Points</b>	<b>Criteria</b>
45	Demonstrated ability of responder's lead attorney to provide the LEGAL CONSULTING SERVICES and satisfy the requirements of the RFP.
20	Demonstrated experience of responder's lead attorney (i.e., proven track record).
20	Qualification and expertise of responder's other attorneys and support staff who will provide, or assist in providing, the LEGAL CONSULTING SERVICES.
15	Cost of LEGAL CONSULTING SERVICES and RELATIONS SERVICES.

- b. Each response to this RFP to provide RELATIONS SERVICES will be evaluated based on the following factors:

<b>Points</b>	<b>Criteria</b>
45	Demonstrated ability of responder's lead individual designated to provide the RELATIONS SERVICES and satisfy the requirements of the RFP.
20	Demonstrated experience of responder's lead individual designated to provide the RELATIONS SERVICES (i.e., proven track record).
20	Qualification and expertise of responder's other individuals and support staff who will provide, or assist in providing, the RELATIONS SERVICES.
15	Cost of RELATIONS SERVICES.

- c. Responders from Utah will not be given a preference over responders from outside of Utah, unless the responders from outside of Utah are from a state that gives a procurement preference to in-state providers.

## 2. EVALUATION PROCESS

### a. Phase 1:

The evaluation committee will review all proposals that are timely received. Proposals that are not responsible, responsive, or do not strictly comply with the requirements of this RFP and the required submission format will be eliminated from further consideration.

### b. Phase 2:

The evaluation committee will evaluate proposals that are not eliminated in Phase 1 in accordance with the criteria listed in Section VII.1.a or VII.1.b of this RFP, as applicable.

Cost will be scored as follows:

The proposal with the lowest cost will receive the maximum points available for cost. All other proposals will receive points determined by the ratio of the proposal's cost to the proposal with the lowest cost. The ratio is calculated as follows: the maximum points available for cost, multiplied by  $(2 - \text{proposal price}/\text{lowest proposed price})$ .

If more than five responsive proposals are received for a contract, the top five highest scoring proposals will be designated as finalists and will move on to Phase 3. All other proposals will be removed from further consideration.

If five or fewer responsive proposals are received for a contract, all responsive proposals will move on to Phase 3.

### c. Phase 3

Responders that are not eliminated in Phase 1 or Phase 2 will be contacted to schedule an interview and discussion with the responder's lead attorney who will provide the LEGAL CONSULTING SERVICES, or the lead individual who will provide the RELATIONS SERVICES, as applicable. Interviews and discussions will be conducted in person or via video feed. The scores awarded under Phase 2 will be adjusted, as necessary, in light of the responders' interview performance.

Following the interviews and discussions, an addendum to the RFP will be issued to address any issues resulting from the interviews and discussions, after which the responders will be permitted to make best and final offers. If a responder fails to make a timely a best and final offer, the responder will be bound by the responder's original offer.

d. Phase 4

After receipt of the best and final offers, the finalists will be rescored, based on the criteria listed in Section VII.1.a or VII.1.b of this RFP, as applicable, and the applicable contract will be awarded to the responder with the highest score for that contract (pending successful contract negotiations).

3. UTAH PROCUREMENT CODE

All proposals will be evaluated in accordance with the requirements of the Utah Procurement Code.

4. CONTRACTS

- a. The contracts will be tentatively awarded (pending successful contract negotiations) to the responder who will provide the LEGAL CONSULTING SERVICES or the responder who will provide the RELATIONS SERVICES, as applicable, whose proposal is the most advantageous to the state, taking into consideration price and other evaluation factors described in this RFP.
- b. The COMMISSION and the OLRGC reserve the right to award a contract to a technically qualified lower-cost responder that scored lower than the highest scoring responder if, based on a cost benefit analysis required by the Utah Procurement Code, the highest scoring responder will not provide the best value offered to the state.
- c. The contract shall include, but not be limited to, the standard terms and conditions included in Attachment B.
- d. The OLRGC reserves the right to refuse to negotiate on exceptions if the OLRGC determines that the exceptions are excessive or not in the interest of the state, or that negotiations could result in significant costs to the state or take a significant period of time.
- e. The OLRGC reserves the right to review the contract on a regular basis in relation to performance and cost and may negotiate terms relating to cost and service during the term of the contract.
- f. All pricing shall be guaranteed for the entire term of the contract, including any extensions or amendments.

## VIII. QUESTIONS

Questions, requests for changes to this RFP, and requests for clarification must be submitted by email to [tomvaughn@le.utah.gov](mailto:tomvaughn@le.utah.gov) on or before March 16, 2015, at Noon (MDT).

Responses to substantive questions, responses to requests for clarification, and responses to requests for changes will be provided in the form of an addendum to this RFP.

## IX. ADDENDA

1. All addenda to this RFP (including answers to questions provided by addendum) will be posted on the Utah Legislature's website at:

<http://le.utah.gov>

2. Addenda and notifications of addenda are not required to be provided in any other manner. All responders, potential responders, and other interested persons are required to check the website on a regular basis in order to receive notice of, or a copy of, any addendum.

3. The OLRGC may attempt to, but is not required to, provide email notification of an addendum to any person who sends a request to receive notification to:

[tomvaughn@le.utah.gov](mailto:tomvaughn@le.utah.gov)

## X. PROTECTED INFORMATION

Protection or disclosure of information submitted in response to this RFP is governed by Title 63G, Chapter 2, Government Records Access and Management Act. A responder who desires to request protected status of any information submitted in the response must specifically identify the information that the responder desires to protect and the reasons that the information should be afforded protected status under the law. In making this request, the responder shall comply with the requirements of Utah Code Section 63G-2-305, Utah Code Section 63G-2-309, and all other applicable requirements of law. The OLRGC's decision regarding the protected status of information shall be final and binding on the responder. Each responder will indemnify, defend, and hold forever harmless the LEGISLATURE from any and all liability relating to the disclosure of information included in the responder's response to this RFP, even if the responder requested protected or other confidential status for the information. Attempts to designate an entire proposal, or large portions of a proposal, as protected will not be honored. Attempts to protect information relating to cost will also not be honored.

## **XI. MODIFICATIONS TO, OR WITHDRAWAL OF, RESPONSE**

A responder may modify or withdraw the responder's proposal, at any time before the closing date and time for submitting a proposal, by providing a written modification or a written statement withdrawing the proposal to the RFP contact. Modifications or letters of withdrawal received by the RFP contact after the closing date and time for submitting a proposal will be rejected as invalid. The version of a response to this RFP, as it exists at the closing date and time for submitting a proposal, will be binding on the responder.

## **XII. COST OF RESPONDING TO RFP AND CONTRACT NEGOTIATIONS**

1. All expenses relating to responding to this RFP, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne by the responder. The LEGISLATURE assumes no liability for any costs incurred by a responder in responding to this RFP.
2. All expenses of the successful responder relating to conducting contract negotiations, including, but not limited to, drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the responder. The LEGISLATURE assumes no liability for any costs incurred by a responder relating to contract negotiations.
3. Responder will not bill for any expense that was incurred prior to the time that the contract is signed by all parties.

## **XIII. MISCELLANEOUS RESERVATION OF RIGHTS**

The OLRGC reserves the right to not award a contract to any of the responders who respond to this RFP, to cancel this RFP at any time, or to issue a new RFP for the same or similar services.

## **XIV. RESTRICTIONS ON PUBLICITY**

A successful responder may not, without the prior written approval of the OLRGC, do any of the following:

1. Make any announcement regarding the award of the contract relating to this RFP.
2. Refer to the LEGISLATURE, or use any data, pictures, or other representation of the LEGISLATURE, in its advertising, marketing, or other promotional efforts.

## **XV. GOVERNING LAW**

This RFP is subject to the laws of the state of Utah, including Utah Code Title 63G, Chapter 6a, Utah Procurement Code.

**ATTACHMENT A - COST PROPOSAL FORM FOR  
LEGAL CONSULTING SERVICES**

Cost shall be submitted in the format outlined in this form. Failure to comply with this format may result in the proposal being rejected as nonresponsive.

<b>I. Hourly Rates</b>	<u>Cost</u>
Lead Attorney	\$_____ per hour
Principal Attorneys	\$_____ per hour
Other Attorneys	\$_____ per hour
Law Clerks	\$_____ per hour
Paralegals	\$_____ per hour
Secretaries	\$_____ per hour
Expected total amount to be billed for work done to complete an initial draft of the legal brief	\$ _____ expected total

**II. Other expenses**

- a. Describe the expenses that the COMMISSION will be required to pay for travel, food, and lodging and how many individuals will normally travel in order to provide the LEGAL CONSULTING SERVICES.
- b. Describe all other expenses the will be charged, including, but not limited to, legal database fees, copies, demonstrative exhibits, and clerical or administrative work.

**III. Billing**

Describe the billing practices that will be used by the responder and describe the frequency and details of billing.

**IV. Other Information**

Provide any other information relevant to cost.

**ATTACHMENT A - COST PROPOSAL FORM FOR  
RELATIONS SERVICES**

Cost shall be submitted in the format outlined in this form. Failure to comply with this format may result in the proposal being rejected as nonresponsive.

**I. Hourly Rates**

	<u>Cost</u>
Lead provider of RELATIONS SERVICES	\$_____ per hour
Other providers of RELATIONS SERVICES	\$_____ per hour
Other support staff	\$_____ per hour
Secretaries	\$_____ per hour

**II. Other expenses**

- a. Describe the expenses that the COMMISSION will be required to pay for travel, food, and lodging and how many individuals will normally travel in order to provide the RELATIONS SERVICES.
- b. Describe all other expenses the will be charged, including, but not limited to, legal database fees, copies, demonstrative exhibits, and clerical or administrative work.

**III. Billing**

Describe the billing practices that will be used by the responder and describe the frequency and details of billing.

**IV. Other Information**

Provide any other information relevant to cost.

## **ATTACHMENT B**

### **STANDARD TERMS AND CONDITIONS**

In addition to the terms and conditions included in the RFP, the following terms and conditions will be included in the contract between the successful responder(s) (CONTRACTOR) and the OLRGC:

#### **1. TERMINATION**

1.1 This AGREEMENT may be terminated for cause by CONTRACTOR in advance of the specified termination date, as follows:

1.2.1 If OLRGC is in breach of the AGREEMENT, CONTRACTOR shall give written notice to the LEGISLATIVE GENERAL COUNSEL, specifying the breach and what OLRGC needs to do to cure the breach.

1.2.2 The OLRGC will have (30) thirty working days after the LEGISLATIVE GENERAL COUNSEL receives the written notice described in Section 1.2.1 of this AGREEMENT to correct and cease the violations, after which, if the violations are not corrected or ceased, the CONTRACTOR may terminate this AGREEMENT for cause.

1.2 The OLRGC may terminate this AGREEMENT at any time when:

1.2.1 the LEGAL CONSULTING SERVICES or RELATIONS SERVICES are no longer needed; or

1.2.2 the OLRGC is not satisfied with the responder or the LEGAL CONSULTING SERVICES or RELATIONS SERVICES provided.

1.3 The following terms will survive termination of the AGREEMENT: (to be specified before the AGREEMENT is signed).

#### **2. DEFAULT AND REMEDIES**

If CONTRACTOR breaches this AGREEMENT, the OLRGC may do one or more of the following:

2.1 Exercise any remedy provided by law; or

2.2 Suspend CONTRACTOR from receiving future bid/proposal solicitations.

### 3. ATTORNEY/CLIENT RELATIONSHIP

3.1 CONTRACTOR is an attorney for the COMMISSION and the LEGISLATURE, under the direction and control of the LEGISLATIVE GENERAL COUNSEL. The LEGISLATIVE GENERAL COUNSEL, and certain attorneys employed by the OLRGC who are designated by the LEGISLATIVE GENERAL COUNSEL, shall be part of the legal team that provides legal services to the COMMISSION and the LEGISLATURE. Thus, attorney/client communications made between the CONTRACTOR'S attorneys and the COMMISSION, the LEGISLATURE, or their members may be shared and discussed with the LEGISLATIVE GENERAL COUNSEL and the other members of the legal team. Except as expressly authorized by this AGREEMENT or by the LEGISLATIVE GENERAL COUNSEL, CONTRACTOR is not authorized, expressly or by implication, to bind the COMMISSION, THE LEGISLATURE, the State of Utah, or any member, office, officer, department, agent, official, or employee of the COMMISSION, the LEGISLATURE, or the State of Utah to any agreement, settlement, liability, or understanding or to perform any act as agent for the COMMISSION, the LEGISLATURE, the State of Utah, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE or the State of Utah.

3.2 Except as otherwise expressly provided in this AGREEMENT, CONTRACTOR is solely responsible to pay for all of CONTRACTOR's expenses and to pay each employee or subcontractor of CONTRACTOR all salary, wages, payments, expenses, fees, taxes, costs, insurance, and benefits of any kind relating to an employee or subcontractor of CONTRACTOR.

### 4. ASSIGNMENT PROHIBITED

CONTRACTOR may not assign this AGREEMENT or any duty or benefit relating to this AGREEMENT without the prior written permission of the LEGISLATIVE GENERAL COUNSEL.

### 5. GOVERNING LAW

This AGREEMENT shall be construed in accordance with, and governed by, the laws of the State of Utah, without reference to principles governing choice or conflict of laws. The parties will submit to the jurisdiction of the courts of the State of Utah any dispute arising out of this AGREEMENT or the breach of this AGREEMENT. Venue shall be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.

## 6. EQUAL OPPORTUNITY

CONTRACTOR agrees to abide by the provisions of:

- 6.1 Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. Sec. 2000e), which prohibit 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;
- 6.2 Executive Order 11246, as amended, which prohibits discrimination on the basis of sex;
- 6.3 45 C.F.R. 90, which prohibits discrimination on the basis of age;
- 6.4 Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, as applicable, which prohibit discrimination on the basis of disabilities;
- 6.5 Title II of the Genetic Information Nondiscrimination Act, which prohibits genetic discrimination in employment; and
- 6.6 Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace.

## 7. INCORPORATION OF PROVISIONS OF RFP AND RESPONSE TO RFP

The provisions of the RFP, including all addenda to this RFP, and CONTRACTOR's response to this RFP, are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the RFP, CONTRACTOR's response to this RFP, and this AGREEMENT, the terms and conditions of the following shall prevail in the following order of preference:

- 7.1 this AGREEMENT;
- 7.2 the RFP;
- 7.3 CONTRACTOR'S response to the RFP.

## 8. LAWS AND REGULATIONS

CONTRACTOR and any and all hardware, software, supplies, services, equipment, and construction proposed or furnished under this AGREEMENT will comply fully with all applicable federal and state laws and regulations.

9. PATENTS, COPYRIGHTS, ETC.

CONTRACTOR will release, protect, indemnify, and hold harmless the LEGISLATURE from liability of any kind or nature relating to CONTRACTOR's use or provision of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in the performance of this AGREEMENT.

10. RECORDS ADMINISTRATION:

CONTRACTOR will maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to CONTRACTOR for costs authorized by this AGREEMENT. These records will be retained by CONTRACTOR for at least four years after the AGREEMENT terminates. CONTRACTOR agrees to allow state and federal auditors and legislative staff access to all the records relating to this AGREEMENT, for audit, for inspection, and for the monitoring of services. Such access will be during normal business hours, or by appointment.

11. CONFLICT OF INTEREST

CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the LEGISLATURE to secure favorable treatment with respect to being awarded this contract.

12. DEBARMENT

CONTRACTOR certifies that neither CONTRACTOR nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this AGREEMENT by any governmental department or agency. CONTRACTOR will notify the director of the Office of Legislative Research and General Counsel within 30 days if debarred by any governmental entity during the term of this AGREEMENT.

13. INDEMNITY CLAUSE

CONTRACTOR releases, protects, defends, indemnifies, and holds harmless LEGISLATURE from and against any damage, cost, or liability, including reasonable attorney fees for any and all injuries to persons or property, or claims for money damages, arising from acts or omissions of the CONTRACTOR and the CONTRACTOR's employees, subcontractors, and volunteers.

#### 14. NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, CONTRACTOR acknowledges that LEGISLATURE cannot contract for the payment of funds not yet appropriated. The OLRGC may, without penalty or liability of any kind, terminate this AGREEMENT by providing 30 days' written notice to CONTRACTOR that this AGREEMENT is terminated due to the non-appropriation of funds. If this AGREEMENT is terminated under this provision, the OLRGC will pay all amounts due to CONTRACTOR through the date of termination and will not be liable for any future commitments, penalties, or damages of any kind.

#### 15. 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 that is beyond that party's reasonable control. The OLRGC may terminate this AGREEMENT after determining that such delay or default will prevent successful performance of the contract.

#### 16. MERGER

This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter contained in this AGREEMENT. There are no covenants, terms, or conditions, express or implied, written or unwritten, that govern the subject matter of this AGREEMENT, except as expressly described in this AGREEMENT. This AGREEMENT supersedes all prior agreements between the parties relating to all or part of the subject matter contained in this AGREEMENT.

#### 17. MODIFICATION OF AGREEMENT

This AGREEMENT may be modified only in a written document signed by the LEGISLATIVE GENERAL COUNSEL (or such other person certified as having the authority to bind the OLRGC), on behalf of the OLRGC, and CONTRACTOR's agent (or such other person certified as having the authority to bind CONTRACTOR), on behalf of CONTRACTOR.

#### 18. AUTHORITY TO BIND

CONTRACTOR and the person who signs this AGREEMENT on behalf of CONTRACTOR represent that the person who signs this AGREEMENT has the authority to bind CONTRACTOR, and does, by signing this AGREEMENT, bind CONTRACTOR to the terms and conditions of this AGREEMENT.

## 19. PUBLIC INFORMATION

This AGREEMENT and documents relating to this AGREEMENT are subject to release in accordance with Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act.

## 20. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this AGREEMENT is illegal and void does not affect the legality and enforceability of any other provision of this AGREEMENT, unless the provisions are mutually dependent.

Enrolled Copy

H.B. 151

1 COMMISSION FOR THE STEWARDSHIP OF PUBLIC

2 LANDS

3 2014 GENERAL SESSION

4 STATE OF UTAH

5 Chief Sponsor: Keven J. Stratton

6 Senate Sponsor: David P. Hinkins

7	Cosponsors:	Keith Grover	Lee B. Perry
8	Rebecca D. Lockhart	Stephen G. Handy	Val L. Peterson
9	Brad L. Dee	Eric K. Hutchings	Dixon M. Pitcher
10	Gregory H. Hughes	Ken Ivory	Kraig Powell
11	Don L. Ipson	John Knotwell	Marc K. Roberts
12	Jacob L. Anderegg	Dana L. Layton	Douglas V. Sagers
13	Jerry B. Anderson	David E. Lifferth	V. Lowry Snow
14	Roger E. Barrus	John G. Mathis	Robert M. Spendlove
15	Melvin R. Brown	Mike K. McKell	Jon E. Stanard
16	Kay J. Christofferson	Jim Nielson	John R. Westwood
17	Jack R. Draxler	Michael E. Noel	Brad R. Wilson
18	Francis D. Gibson	Curtis Oda	
	Brian M. Greene		

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20 LONG TITLE

21 General Description:

22 This bill creates the Commission for the Stewardship of Public Lands.

23 Highlighted Provisions:

24 This bill:

- 25 ▶ creates the Commission for the Stewardship of Public Lands;
- 26 ▶ designates the duties of the commission; and
- 27 ▶ requires the Public Lands Policy Coordinating Office to periodically report to the

28 commission.

29 **Money Appropriated in this Bill:**

30 This bill appropriates:

- 31 ▶ to the Senate, as an ongoing appropriation:
  - 32 • from the General Fund \$9,000 to pay for the commission; and
- 33 ▶ to the House of Representatives, as an ongoing appropriation:
  - 34 • from the General Fund \$16,000 to pay for the commission.

35 **Other Special Clauses:**

36 This bill provides a repeal date for the commission.

37 **Utah Code Sections Affected:**

38 AMENDS:

39 **63J-4-606**, as last amended by Laws of Utah 2013, Chapter 337

40 **Uncodified Material Affected:**

41 ENACTS UNCODIFIED MATERIAL



43 *Be it enacted by the Legislature of the state of Utah:*

44 Section 1. Section **63J-4-606** is amended to read:

45 **63J-4-606. Public lands transfer study and economic analysis -- Report.**

46 (1) As used in this section:

- 47 (a) "Public lands" is as defined in Section **63L-6-102**.
- 48 (b) "Transfer of public lands" means the transfer of public lands from federal
- 49 ownership to state ownership.

50 (2) (a) The coordinator and the office shall:

- 51 (i) conduct a study and economic analysis of the ramifications and economic impacts
- 52 of the transfer of public lands; [~~and~~]
- 53 (ii) during the study and economic analysis, consult with county representatives on an
- 54 ongoing basis regarding how to consider and incorporate county land use plans and planning
- 55 processes into the analysis[~~;~~]; and

56            (iii) on an ongoing basis, report on the progress and findings of the study to the  
57 Commission for the Stewardship of Public Lands.  
58            (b) The study and economic analysis shall:  
59            (i) inventory public lands;  
60            (ii) examine public lands':  
61            (A) ownership;  
62            (B) management;  
63            (C) jurisdiction;  
64            (D) resource characteristics;  
65            (E) federal management requirements related to national forests, national recreation  
66 areas, or other public lands administered by the United States; and  
67            (F) current and potential future uses and ways that socioeconomic conditions are  
68 influenced by those uses;  
69            (iii) determine:  
70            (A) public lands' ongoing and deferred maintenance costs, revenue production, and  
71 funding sources;  
72            (B) whether historical federal funding levels have been sufficient to manage, maintain,  
73 preserve, and restore public lands and whether that funding level is likely to continue;  
74            (C) the amount of public lands revenue paid to state, county, and local governments  
75 and other recipients designated by law from payments in lieu of taxes, timber receipts, secure  
76 rural school receipts, severance taxes, and mineral lease royalties;  
77            (D) historical trends of the revenue sources listed in Subsection (2)(b)(iii)(C);  
78            (E) ways that the payments listed in Subsection (2)(b)(iii)(C) can be maintained or  
79 replaced following the transfer of public lands; and  
80            (F) ways that, following the transfer of public lands, revenue from public lands can be  
81 increased while mitigating environmental impact;  
82            (iv) identify:  
83            (A) existing oil and gas, mining, grazing, hunting, fishing, recreation, and other rights

84 and interests on public lands;

85 (B) the economic impact of those rights and interests on state, county, and local  
86 economies;

87 (C) actions necessary to secure, preserve, and protect those rights and interests; and

88 (D) how those rights and interests may be affected in the event the federal government  
89 does not complete the transfer of public lands;

90 (v) evaluate the impact of federal land ownership on:

91 (A) the Utah School and Institutional Trust Lands Administration's ability to  
92 administer trust lands for the benefit of Utah schoolchildren;

93 (B) the state's ability to fund education; and

94 (C) state and local government tax bases;

95 (vi) identify a process for the state to:

96 (A) transfer and receive title to public lands from the United States;

97 (B) utilize state agencies with jurisdiction over land, natural resources, environmental  
98 quality, and water to facilitate the transfer of public lands;

99 (C) create a permanent state framework to oversee the transfer of public lands;

100 (D) transition to state ownership and management of public lands using existing state  
101 and local government resources; and

102 (E) indemnify political subdivisions of the state for actions taken in connection with  
103 the transfer of public lands;

104 (vii) examine ways that multiple use of public lands through tourism and outdoor  
105 recreation contributes to:

106 (A) the economic growth of state and local economies; and

107 (B) the quality of life of Utah citizens;

108 (viii) using theoretical modeling of various levels of land transfer, usage, and  
109 development, evaluate the potential economic impact of the transfer of public lands on state,  
110 county, and local governments; and

111 (ix) recommend the optimal use of public lands following the transfer of public lands.

- 112 (3) The coordinator and office shall:  
113 (a) on an ongoing basis, discuss issues related to the transfer of public lands with:  
114 (i) the School and Institutional Trust Lands Administration;  
115 (ii) local governments;  
116 (iii) water managers;  
117 (iv) environmental advocates;  
118 (v) outdoor recreation advocates;  
119 (vi) nonconventional and renewable energy producers;  
120 (vii) tourism representatives;  
121 (viii) wilderness advocates;  
122 (ix) ranchers and agriculture advocates;  
123 (x) oil, gas, and mining producers;  
124 (xi) fishing, hunting, and other wildlife interests;  
125 (xii) timber producers; [~~and~~]  
126 (xiii) other interested parties; and  
127 (xiv) the Commission for the Stewardship of Public Lands; and  
128 (b) develop ways to obtain input from Utah citizens regarding the transfer of public  
129 lands and the future care and use of public lands.

130 (4) The coordinator may contract with another state agency or private entity to assist  
131 the coordinator and office with the study and economic analysis required by Subsection (2)(a).

132 (5) The coordinator shall submit a final report on the study and economic analysis  
133 described in Subsection (2)(a), including proposed legislation and recommendations, to the  
134 governor [~~and~~], the Natural Resources, Agriculture, and Environment Interim Committee, and  
135 the Commission for the Stewardship of Public Lands before November 30, 2014.

136 **Section 2. Commission for the Stewardship of Public Lands -- Creation --**  
137 **Membership -- Interim rules followed -- Compensation -- Staff.**

138 (1) There is created the Commission for the Stewardship of Public Lands consisting of  
139 the following eight members:

140 (a) three members of the Senate appointed by the president of the Senate, no more than  
141 two of whom may be from the same political party; and

142 (b) five members of the House of Representatives appointed by the speaker of the  
143 House of Representatives, no more than four of whom may be from the same political party.

144 (2) (a) The president of the Senate shall designate a member of the Senate appointed  
145 under Subsection (1)(a) as a cochair of the commission.

146 (b) The speaker of the House of Representatives shall designate a member of the House  
147 of Representatives appointed under Subsection (1)(b) as a cochair of the commission.

148 (3) In conducting its business, the commission shall comply with the rules of  
149 legislative interim committees.

150 (4) Salaries and expenses of the members of the commission shall be paid in  
151 accordance with Section [36-2-2](#) and Legislative Joint Rules, Title 5, Chapter 3, Legislator  
152 Compensation.

153 (5) The Office of Legislative Research and General Counsel shall provide staff support  
154 to the commission.

155 **Section 3. Duties -- Interim report.**

156 (1) The commission shall:

157 (a) convene at least eight times each year;

158 (b) review and make recommendations on the transfer of federally controlled public  
159 lands to the state in accordance with Section [63L-6-102](#);

160 (c) review and make recommendations regarding the state's sovereign right to protect  
161 the health, safety, and welfare of its citizens as it relates to public lands;

162 (d) study and evaluate the progress and recommendations of the public lands transfer  
163 study and economic analysis conducted by the Public Lands Policy Coordinating Office in  
164 accordance with Section [63J-4-606](#);

165 (e) coordinate with and report on the efforts of the executive branch, counties and  
166 political subdivisions of the state, the state congressional delegation, western governors, other  
167 states, and other stake holders concerning the transfer of federally controlled public lands to the

168 state including convening working groups such as a working group composed of members of  
169 the Utah Association of Counties;

170 (f) study and make recommendations regarding the appropriate designation of public  
171 lands transferred to the state, including stewardship of the land and appropriate uses of the  
172 land;

173 (g) study and make recommendations regarding the use of funds received by the state  
174 from the public lands transferred to the state; and

175 (h) receive reports from and make recommendations to the attorney general and other  
176 stakeholders involved in litigation on behalf of the state's interest in the transfer of public lands  
177 to the state, regarding:

178 (i) preparation for potential litigation;

179 (ii) selection of outside legal counsel;

180 (iii) ongoing legal strategy for the transfer of public lands; and

181 (iv) use of money appropriated by the Legislature for the purpose of securing the  
182 transfer of public lands to the state.

183 (2) The commission shall prepare an annual report, including any proposed legislation,  
184 and present the report to the Natural Resources, Agriculture, and Environment Interim  
185 Committee before November 30, 2014, and every November 30 thereafter.

186 **Section 4. Appropriation.**

187 Under the terms and conditions of Title 63J, Chapter 1, Budgetary Procedures Act, for  
188 the fiscal year beginning July 1, 2014, and ending June 30, 2015, the following sums of money  
189 are appropriated from resources not otherwise appropriated, or reduced from amounts  
190 previously appropriated, out of the funds or accounts indicated. These sums of money are in  
191 addition to any amounts previously appropriated for fiscal year 2015.

192 To Legislature - Senate

193 From General Fund, ongoing \$9,000

194 Schedule of Programs:

195 Administration \$6,000

