



**BOARD OF COMMISSIONERS MEETING**  
117 South Main Street, Monticello, Utah 84535. Commission Chambers  
March 21, 2023 at 11:00 AM

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**AGENDA**

*The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel*

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT**

*Public comments and participation will be accepted through the following Zoom link <https://us02web.zoom.us/j/3125521102> One tap mobile +16699006833,,3125521102# US (San Jose).*

*There will be a three-minute time limit for each person wishing to comment. If you exceed that three-minute time limit the meeting controller will mute your line.*

**CONSENT AGENDA** (Routine Matters) Mack McDonald, San Juan County Administrator

*The Consent Agenda is a means of expediting the consideration of routine matters. If a Commissioner requests that items be removed from the consent agenda, those items are placed at the beginning of the regular agenda as a new business action item. Other than requests to remove items, a motion to approve the items on the consent agenda is not debatable.*

1. Approval of the March 3rd-10th 2023 Check Registers
2. Approval of the March 7, 2023 Board of Commission Work Meeting Minutes
3. Approval of the March 7, 2023 Board of Commission Meeting Minutes
4. Approval of \$1,964.00 Small Purchase Order for Ammo for the Sheriff's Department

**BUSINESS/ACTION**

5. Consideration and Approval of a Memorandum of Understanding Between the Moab Free Health Clinic & San Juan County, Utah, for the Canyonlands VISTA Project Sponsor, Elaine Gizler, Economic Development and Visitor Services Director.
6. Consideration and Approval of Award to Brown Brothers Construction for the Annual Gravel Crushing Bids, TJ Adair, Road Superintendent
7. Consideration and Approval of the Purchase of a CBA/Custom Blend-A for \$51,156 from Desert Mountain Corporation as a Sole Source Purchase of Dust Suppressant, TJ Adair, Road Superintendent
8. Consideration and Approval of the Letter of Support to Kigalia Fine Arts Council's Grant Application to the Utah Arts and Museum, Commissioner Silvia Stubbs
9. Consideration and Approval of the Governor's Office of Economic Opportunity Local Broadband Planning Grant Contract for \$50,000 with the State of Utah and San Juan County, Mack McDonald, Chief Administrative Officer
10. Consideration and Approval of a Standard Service Provider Contract with Horrocks Engineers, Inc for Consulting Services for Broadband Planning, Mack McDonald, Chief Administrative Officer
11. CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING SECTION 5- RECRUITING AND HIRING FOR NEW AND VACANT POSITIONS OF THE SAN JUAN COUNTY PERSONNEL POLICY CREATING A PARAGRAPH G. APPOINTED POSITIONS IDENTIFYING APPROVED APPOINTED POSITIONS WITHIN THE SHERIFF'S, SURVEYOR'S, RECORDER'S, ATTORNEY'S, TREASURER'S, CLERK/AUDITOR'S, ASSESSOR'S OFFICES, AND PUBLIC HEALTH DEPARTMENT AND CREATING THE AUTHORITY TO MAKE APPOINTMENTS AS PART OF THE ADOPTED FISCAL BUDGET, Brittney Ivins, County Attorney
12. Consideration and Approval of the 2023 San Juan County Sheriff's Office Sworn Deputy Pay Plan, Mack McDonald, Chief Administrative Officer
13. Consideration and Approval of the MOU Between San Juan County as a Cooperating Agency and the United States Department of the Interior Bureau of Land Management, Utah State Office, Mack McDonald, Chief Administrative Officer.

## **COMMISSION REPORTS**

### **CHIEF ADMINISTRATIVE OFFICER REPORT**

#### **EXECUTIVE SESSION**

1. Strategy Session to Discuss Pending or Reasonable Imminent Litigation as Permitted Under UCA 52-4-205.
2. Strategy Session to Discuss Pending or Reasonable Imminent Litigation as Permitted Under UCA 52-4-205.

3. To Discuss The Character, Professional Competence, or Physical or Mental Health of an Individual As Permitted Under UCA 52-4-205.

**ADJOURNMENT**

\*The Board of San Juan County Commissioners can call a closed meeting at any time during the Regular Session if necessary, for reasons permitted under UCA 52-4-205\*

All agenda items shall be considered as having potential Commission action components and may be completed by an electronic method \*\*In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice\*\*

**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 03/03/2023 to 03/10/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Acumen Fiscal Agent LLC	124464	29971	03/02/2023	03/06/2023	2,491.18	Payroll Expenses	104685615 - Contracts	
Acumen Fiscal Agent LLC	124464	30263	03/02/2023	03/06/2023	1,609.09	Payroll Expenses	104685615 - Contracts	
Acumen Fiscal Agent LLC	124464	34574	03/02/2023	03/06/2023	1,185.28	Payroll Expenses	104685615 - Contracts	
Acumen Fiscal Agent LLC	124464	38073, 38215	03/02/2023	03/06/2023	1,695.99	Payroll Expenses	104685615 - Contracts	
Acumen Fiscal Agent LLC	124464	38466	03/02/2023	03/06/2023	1,224.66	Payroll Expenses	104685615 - Contracts	
Acumen Fiscal Agent LLC	124464	AUG22FEES	03/02/2023	03/06/2023	285.00	Payroll Expenses	104685615 - Contracts	
Acumen Fiscal Agent LLC	124464	FEB22FEES	03/02/2023	03/06/2023	475.00	Payroll Expenses	104685615 - Contracts	
Acumen Fiscal Agent LLC	124464	JAN23FEES	03/02/2023	03/06/2023	285.00	Payroll Expenses	104685615 - Contracts	
					<u>\$9,251.20</u>			
					<b>\$9,251.20</b>			
Adams, Bruce	124465	20230302152906	03/03/2023	03/06/2023	413.00	Travel Reimbursement	104111230 - Travel Expense	
					<u>\$413.00</u>			
					<b>\$413.00</b>			
Amazon Capital Services	124466	13FF-RFQW-97C	03/03/2023	03/06/2023	63.92	SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	124466	13X9-RW33-KP1	03/03/2023	03/06/2023	394.40	SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	124466	1DD3-QNQ1-DKF	03/03/2023	03/06/2023	94.96	SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	124466	1PWD-37JY-LTG	03/03/2023	03/06/2023	53.00	SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	124466	1W6W-W4CV-HD	03/03/2023	03/06/2023	169.29	SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	124466	1WTX-1TY9-QN	03/03/2023	03/06/2023	141.90	SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	124466	1YXQ-9DJQ-6Q	03/03/2023	03/06/2023	223.67	SJC Road Dept	214412250 - Equipment Operation	
					<u>\$1,141.14</u>			
					<b>\$1,141.14</b>			
Blanding City	124467	20230302163305	03/03/2023	03/06/2023	191.40	551751001 - 1091 S Main	214414270 - Utilities	
Blanding City	124467	20230302163306	03/03/2023	03/06/2023	2,763.55	551750001 - 1049 S Main	214414270 - Utilities	
					<u>\$2,954.95</u>			
					<b>\$2,954.95</b>			
Blue Mountain Meats Inc.	124468	425640	03/02/2023	03/06/2023	145.31	SJC Aging	104678329 - Meals - Bluff	
Blue Mountain Meats Inc.	124468	425640	03/02/2023	03/06/2023	145.32	SJC Aging	104677329 - Meals - Bluff	
					<u>\$290.63</u>			
					<b>\$290.63</b>			
Bluff Water Works	124469	9676	03/03/2023	03/06/2023	25.00	Bluff Fire Sation	104225270 - Utilities	
					<u>\$25.00</u>			
					<b>\$25.00</b>			
Burton, Scott	124470	20230302153008	03/03/2023	03/06/2023	1,218.28	Travel Reimbursement	104242230 - Travel Expense	
					<u>\$1,218.28</u>			
					<b>\$1,218.28</b>			
Cintas Corporation #108	124471	4146937829	03/03/2023	03/06/2023	42.87	SJC Road Dept	102229000 - Other Deductions Payable	
Cintas Corporation #108	124471	4146937829	03/03/2023	03/06/2023	54.58	SJC Road Dept	214414260 - Buildings and Grounds	
Cintas Corporation #108	124471	4147626874	03/03/2023	03/06/2023	42.87	SJC Road Dept	102229000 - Other Deductions Payable	
Cintas Corporation #108	124471	4147626874	03/03/2023	03/06/2023	54.58	SJC Road Dept	214414260 - Buildings and Grounds	
					<u>\$194.90</u>			
					<b>\$194.90</b>			
Comfort at Home Care LLC	124472	308	03/02/2023	03/06/2023	847.84	SJC Aging	104679615 - Contracts	
Comfort at Home Care LLC	124472	308	03/02/2023	03/06/2023	1,029.52	SJC Aging	104684615 - Contracts	
					<u>\$1,877.36</u>			
					<b>\$1,877.36</b>			
Creswell, Lyn	124473	20230302153232	03/03/2023	03/06/2023	706.50	Administrative Law Judge	104126617 - Administrative Law Judge	
					<u>\$706.50</u>			
					<b>\$706.50</b>			

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D.W.R. Help Stop Poaching	124474	20230302152906	03/03/2023	03/06/2023	444.45	Restitution Case # 221100173	103511000 - Justice Court Fines	
					<b>\$444.45</b>			
Delta Rigging & Tools Inc.	124475	GRA_PSI001047	03/03/2023	03/06/2023	361.20	SJC Road	214412250 - Equipment Operation	
					<b>\$361.20</b>			
Dept of Health and Human Services	124476	23H5000733	03/03/2023	03/06/2023	5,324.50	SJC Ambulance	264350310 - Professional and Technica	
					<b>\$5,324.50</b>			
Diamond Propane LLC	124477	16240	03/03/2023	03/06/2023	577.86	SJC Fire	104225260 - Buildings and Grounds	
					<b>\$577.86</b>			
Dominion Energy	124478	20230302163353	03/03/2023	03/06/2023	1,190.53	3617789388 885 E Center	214414270 - Utilities	
					<b>\$1,190.53</b>			
Election Systems & Software LLC	124479	CD2053007	03/03/2023	03/06/2023	630.00	SJC Election	104173310 - Professional and Technica	
					<b>\$630.00</b>			
Four Corners Welding & Gas	124480	GR00174850	03/03/2023	03/06/2023	37.00	SJC Landfill	574424610 - Miscellaneous Supplies	
Four Corners Welding & Gas	124480	GR00174851	03/03/2023	03/06/2023	127.00	SJC Road Dept	214412250 - Equipment Operation	
					\$164.00			
					<b>\$164.00</b>			
Frontier	124481	20230303132455	03/03/2023	03/06/2023	185.23	435-587-2797-030304-8	104225280 - Telephone	
Frontier	124481	20230303132520	03/03/2023	03/06/2023	274.55	435-727-3440-062308-8	104225280 - Telephone	
Frontier	124481	20230303132538	03/03/2023	03/06/2023	214.15	435-651-3351-082400-8	104225280 - Telephone	
					\$673.93			
					<b>\$673.93</b>			
Gizler, Elaine	124482	20230302153039	03/03/2023	03/06/2023	202.50	TRAVEL REIMBURSEMENT	104193230 - Travel Expense	
Gizler, Elaine	124482	20230302153039	03/03/2023	03/06/2023	471.96	TRAVEL REIMBURSEMENT	104192230 - Travel Expense	
					\$674.46			
					<b>\$674.46</b>			
Holland Equipment Company	124483	23039	03/03/2023	03/06/2023	1,079.68	SJC Road Dept	214412250 - Equipment Operation	
					<b>\$1,079.68</b>			
ImageNet Consulting LLC	124484	INV479016	03/03/2023	03/06/2023	371.00	Non Departmental	104150240 - Office Expense	
					<b>\$371.00</b>			
JB Restoration & Fabrication	124485	4018	03/03/2023	03/06/2023	310.00	SJC Road Dept	214412250 - Equipment Operation	
					<b>\$310.00</b>			
JViation	124486	PTIN0000252	12/23/2022	03/06/2023	58,288.97	Cal Black Airport	105430620 - Miscellaneous Services	
					<b>\$58,288.97</b>			
Kenworth Sales Company	124487	005P4600	03/03/2023	03/06/2023	85.92	SJC Road	214412250 - Equipment Operation	
					<b>\$85.92</b>			
Kerr, Samuel	124488	20230302152906	03/02/2023	03/06/2023	460.00	Refund	103511000 - Justice Court Fines	
					<b>\$460.00</b>			
Kunz PC	124489	26	03/03/2023	03/06/2023	5,085.00	SJC Attorney	104156310 - Professional and Technica	

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Kunz PC	124489	27	03/03/2023	03/06/2023	3,464.50	SJC Attorney	104156310 - Professional and Technica	
					\$8,549.50			
					<b>\$8,549.50</b>			
L.N. Curtis & Sons	124490	INV671172	03/03/2023	03/06/2023	433.71	SJC Fire Control	104220615 - Contracts	
L.N. Curtis & Sons	124490	INV672639	03/03/2023	03/06/2023	1,500.00	SJC Fire Control	104225620 - Miscellaneous Services	
L.N. Curtis & Sons	124490	INV672639	03/03/2023	03/06/2023	2,400.00	SJC Fire Control	104220620 - Miscellaneous Services	
L.N. Curtis & Sons	124490	INV672657	03/03/2023	03/06/2023	1,567.00	SJC Fire Control	104220615 - Contracts	
					\$5,900.71			
					<b>\$5,900.71</b>			
Larry H. Miller	124491	2528732	03/03/2023	03/06/2023	256.44	SJC Road Dept	214412250 - Equipment Operation	
Larry H. Miller	124491	2528909	03/03/2023	03/06/2023	81.25	SJC Road Dept	214412250 - Equipment Operation	
					\$337.69			
					<b>\$337.69</b>			
Monticello City	124492	20230228-19412	03/02/2023	03/06/2023	77.42	194121 Ambulance Garage	264350270 - Utilities	
Monticello City	124492	20230303144744	03/03/2023	03/06/2023	77.42	1.9412.1 Ambulance Garage	264350270 - Utilities	
					\$154.84			
					<b>\$154.84</b>			
Monticello Mercantile	124493	C274658	03/03/2023	03/06/2023	16.49	SJC Maintenance	104161260 - Buildings and Grounds	
Monticello Mercantile	124493	E27950	03/03/2023	03/06/2023	39.99	SJC Maintenance	104225260 - Buildings and Grounds	
					\$56.48			
					<b>\$56.48</b>			
Navajo Tribal UtilityAuthority	124494	20230303132359	03/03/2023	03/06/2023	6.38	60271007 - SJC Fire	104225270 - Utilities	
Navajo Tribal UtilityAuthority	124494	32001517842	03/03/2023	03/06/2023	353.11	60271007 - SJC Fire	104225270 - Utilities	
					\$359.49			
					<b>\$359.49</b>			
New Technology Solutions	124495	4825	03/03/2023	03/06/2023	10.00	SJC Road Department	214414260 - Buildings and Grounds	
					<b>\$10.00</b>			
Nicholas & Company	124496	8203229	03/03/2023	03/06/2023	477.54	Monticello Senior Center	104677323 - Meals - Monticello	
Nicholas & Company	124496	8203229	03/03/2023	03/06/2023	477.54	Monticello Senior Center	104678323 - Meals - Monticello	
Nicholas & Company	124496	8218744	03/03/2023	03/06/2023	300.93	Blanding Senior Center	104677325 - Meals - Blanding	
Nicholas & Company	124496	8218744	03/03/2023	03/06/2023	300.93	Blanding Senior Center	104678325 - Meals - Blanding	
Nicholas & Company	124496	8258403	03/03/2023	03/06/2023	434.18	Monticello Senior Center	104677323 - Meals - Monticello	
Nicholas & Company	124496	8258403	03/03/2023	03/06/2023	434.18	Monticello Senior Center	104678323 - Meals - Monticello	
Nicholas & Company	124496	8258405	03/03/2023	03/06/2023	503.94	Blanding Senior Center	104678325 - Meals - Blanding	
Nicholas & Company	124496	8258405	03/03/2023	03/06/2023	503.95	Blanding Senior Center	104677325 - Meals - Blanding	
Nicholas & Company	124496	8266272	03/03/2023	03/06/2023	507.26	Monticello Senior Center	104678323 - Meals - Monticello	
Nicholas & Company	124496	8266272	03/03/2023	03/06/2023	507.27	Monticello Senior Center	104677323 - Meals - Monticello	
Nicholas & Company	124496	8266274	03/03/2023	03/06/2023	273.17	Blanding Senior Center	104677325 - Meals - Blanding	
Nicholas & Company	124496	8266274	03/03/2023	03/06/2023	273.17	Blanding Senior Center	104678325 - Meals - Blanding	
Nicholas & Company	124496	8266275	03/03/2023	03/06/2023	323.12	Blanding Senior Center	104677329 - Meals - Bluff	
Nicholas & Company	124496	8266275	03/03/2023	03/06/2023	323.12	Blanding Senior Center	104678329 - Meals - Bluff	
					\$5,640.30			
					<b>\$5,640.30</b>			
Packard Wholesale Co.	124497	INV201673	03/02/2023	03/06/2023	75.00	SJC Aging	104677329 - Meals - Bluff	
Packard Wholesale Co.	124497	INV201673	03/02/2023	03/06/2023	75.00	SJC Aging	104678329 - Meals - Bluff	
Packard Wholesale Co.	124497	INV201673	03/02/2023	03/06/2023	82.62	SJC Aging	104677325 - Meals - Blanding	

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Packard Wholesale Co.	124497	INV201673	03/02/2023	03/06/2023	82.62	SJC Aging	104678325 - Meals - Blanding	
Packard Wholesale Co.	124497	INV201686	03/02/2023	03/06/2023	65.15	SJC Aging	104678323 - Meals - Monticello	
Packard Wholesale Co.	124497	INV201686	03/02/2023	03/06/2023	65.16	SJC Aging	104677323 - Meals - Monticello	
Packard Wholesale Co.	124497	INV201708	03/02/2023	03/06/2023	182.90	SJC Aging	104677329 - Meals - Bluff	
Packard Wholesale Co.	124497	INV201708	03/02/2023	03/06/2023	182.90	SJC Aging	104678329 - Meals - Bluff	
Packard Wholesale Co.	124497	INV201726	03/02/2023	03/06/2023	38.79	SJC Aging	104677325 - Meals - Blanding	
Packard Wholesale Co.	124497	INV201726	03/02/2023	03/06/2023	38.79	SJC Aging	104678325 - Meals - Blanding	
Packard Wholesale Co.	124497	INV202547	03/03/2023	03/06/2023	163.66	SJC Aging	104677328 - Meals - La Sal	
Packard Wholesale Co.	124497	INV202547	03/03/2023	03/06/2023	163.66	SJC Aging	104678328 - Meals - La Sal	
Packard Wholesale Co.	124497	INV202558	03/03/2023	03/06/2023	54.48	SJC Aging	104677328 - Meals - La Sal	
Packard Wholesale Co.	124497	INV202558	03/03/2023	03/06/2023	54.48	SJC Aging	104678328 - Meals - La Sal	
Packard Wholesale Co.	124497	INV202564	03/03/2023	03/06/2023	116.61	SJC Library	724167260 - Buildings and Grounds	
Packard Wholesale Co.	124497	INV202567	03/03/2023	03/06/2023	403.23	SJC Admin Building	104161260 - Buildings and Grounds	
Packard Wholesale Co.	124497	INV202570	03/03/2023	03/06/2023	44.41	SJC Admin Building	104161260 - Buildings and Grounds	
					<b>\$1,889.46</b>			
					<b>\$1,889.46</b>			
Petty Cash	124498	20230302153318	03/03/2023	03/06/2023	25.20	Bluff Library	724581240 - Office Expense	
Petty Cash	124498	20230302153318	03/03/2023	03/06/2023	37.17	Bluff Library	724581920 - Grant Expenses	
					<b>\$62.37</b>			
					<b>\$62.37</b>			
Pugh, Delton	124499	DP20230303	03/03/2023	03/06/2023	79.00	Travel Reimbursement	104682230 - Travel Expense	
					<b>\$79.00</b>			
San Juan Record	124500	162512	03/03/2023	03/06/2023	495.00	SJC Clerk	104142310 - Professional and Technica	
					<b>\$495.00</b>			
Southwest Colorado TV	124501	02-21	03/02/2023	03/06/2023	2,000.00	Contract Services	104574615 - Contracts	
					<b>\$2,000.00</b>			
StormWind LLC	124502	47977	03/02/2023	03/06/2023	942.00	SJC Aging	104151210 - Subscriptions and Membe	
StormWind LLC	124502	47977	03/02/2023	03/06/2023	2,005.00	SJC Aging	104255740 - Equipment Purchases	
					<b>\$2,947.00</b>			
					<b>\$2,947.00</b>			
Tomco, Ben	124503	20230302152906	03/02/2023	03/06/2023	635.25	TRAVEL REIMBURSEMENT	104242230 - Travel Expense	
					<b>\$635.25</b>			
U.S. Bank Equipment Finance	124504	494280340	03/02/2023	03/06/2023	286.42	1080852	104150240 - Office Expense	
					<b>\$286.42</b>			
Utah Association of Counties	124505	119-2023	03/03/2023	03/06/2023	50.00	Recorder's Dues	104144210 - Subscriptions and Membe	
					<b>\$50.00</b>			
Utah Dept of Ag and Food	124506	20230302152906	03/03/2023	03/06/2023	425.00	SJC Fair 46135	104620480 - Special Department Suppl	
					<b>\$425.00</b>			
Utah Retirement Systems	EFT	PR021923-3952	02/24/2023	03/06/2023	50.00	Traditional IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR021923-3952	02/24/2023	03/06/2023	153.04	State Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR021923-3952	02/24/2023	03/06/2023	390.54	457 Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR021923-3952	02/24/2023	03/06/2023	445.87	401k Retirement - Post Retired	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR021923-3952	02/24/2023	03/06/2023	652.70	Roth IRA	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR021923-3952	02/24/2023	03/06/2023	1,196.40	Retirement Loan Repayment	102224000 - Retirement Payable	

**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 03/03/2023 to 03/10/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Utah Retirement Systems	EFT	PR021923-3952	02/24/2023	03/06/2023	5,373.37	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR021923-3952	02/24/2023	03/06/2023	60,122.11	State Retirement	102224000 - Retirement Payable	
					<u>\$68,384.03</u>			
					<b>\$68,384.03</b>			
Utah State Treasurer	124507	20230302153341	03/03/2023	03/06/2023	10.00	Surcharge,Fines,Wildlife Resources	103222000 - Marriage Licenses	
Utah State Treasurer	124507	20230302153341	03/03/2023	03/06/2023	13,632.88	Surcharge,Fines,Wildlife Resources	103511000 - Justice Court Fines	
Utah State Treasurer	124507	20230302153402	03/03/2023	03/06/2023	10.00	Surcharge,Fines,Wildlife Resources	103222000 - Marriage Licenses	
Utah State Treasurer	124507	20230302153402	03/03/2023	03/06/2023	10,514.22	Surcharge,Fines,Wildlife Resources	103511000 - Justice Court Fines	
					<u>\$24,167.10</u>			
					<b>\$24,167.10</b>			
VelocityNet LLC	124508	85079	03/03/2023	03/06/2023	49.00	SJC Communications	104574270 - Utilities	
VelocityNet LLC	124508	85273	03/03/2023	03/06/2023	49.00	SJC Communications	104574270 - Utilities	
					<u>\$98.00</u>			
					<b>\$98.00</b>			
Verizon Wireless	124509	9926652193	03/03/2023	03/06/2023	84.29	642530092-00001	104145280 - Telephone	
Verizon Wireless	124509	9927097618	03/03/2023	03/06/2023	76.84	365552000-00001	104679280 - Telephone	
Verizon Wireless	124509	9927097618	03/03/2023	03/06/2023	325.98	365552000-00001	104672280 - Telephone	
Verizon Wireless	124509	9927689647	03/03/2023	03/06/2023	53.88	765507047-00001	104112280 - Telephone	
Verizon Wireless	124509	9927689647	03/03/2023	03/06/2023	156.54	765507047-00001	104111280 - Telephone	
Verizon Wireless	124509	9927689664	03/03/2023	03/06/2023	0.09	765508819-00001	104672280 - Telephone	
					<u>\$697.62</u>			
					<b>\$697.62</b>			
Waste Management of Colorado	124510	0410331-4889-5	03/03/2023	03/06/2023	144.43	16-83977-33005 SJC Senior Center	104672270 - Utilities	
					<u>\$144.43</u>			
					<b>\$144.43</b>			
Yamamoto-Sparks, Allison	124511	20230303132556	03/03/2023	03/06/2023	319.00	Travel Reimbursement	104193230 - Travel Expense	
					<u>\$319.00</u>			
					<b>\$319.00</b>			
Zion's Way Home Health & Hospice	124512	20230303132359	03/03/2023	03/06/2023	480.00	SJC Aging Services	104679615 - Contracts	
Zion's Way Home Health & Hospice	124512	20230303132359	03/03/2023	03/06/2023	240.00	SJC Aging Services	104679615 - Contracts	
Zion's Way Home Health & Hospice	124512	20230303132359	03/03/2023	03/06/2023	160.00	SJC Aging Services	104679615 - Contracts	
					<u>\$880.00</u>			
					<b>\$880.00</b>			
					<u><b>\$213,278.15</b></u>			





**BOARD OF COMMISSIONERS WORK SESSION MEETING**  
 117 South Main Street, Monticello, Utah 84535. Commission Chambers  
 March 07, 2023 at 9:00 AM

## MINUTES

*The public will be able to view the meeting on San Juan County's Facebook live, Youtube channel or Zoom <https://us02web.zoom.us/j/82171709527> Meeting ID: 821 7170 9527 One tap mobile+16699006833,,82171709527# US (San Jose)*

**Audio Link:** <https://www.utah.gov/pmn/files/952747.MP3>

**Video Link:** <https://www.youtube.com/watch?v=bPAdrGofMuc>

### CALL TO ORDER

**Time Stamp 0:00:03 (audio & video)**

Commissioner Adams called the meeting to order at 9:02 am.

### ROLL CALL

**Time Stamp 0:00:05 (audio & video)**

**Present:**

Commission Chair Bruce Adams  
 Commission Vice Chair Sylvia Stubbs  
 Commissioner Jaime Harvey

**Others:**

Mack McDonald, County Administrative Officer  
 Lyman W. Duncan, County Clerk/Auditor  
 Brittney Ivins, County Attorney

### AGENDA ITEMS

1. USU Extension Office Updates - Regan Witsalucy

**Time Stamp 0:00:27 (audio & video)**

Commissioner Adams welcomed the USU Extension Office to their work meeting.

Regan Witsalucy, County/USU Agricultural Extension Agent, gave a thorough overview of the Extension Office and the activities they are involved in throughout the county. The Extension Office has received \$1.2 MM in program funding in addition to the county budget. The program has two faculty positions; four program coordinators who work in gardening, create better health, and one in afterschool care in Blanding. She also spoke of her research in plant sciences and specifically, the Navajo peach. Her efforts were slowed by the many donated genetically impure peach trees. Regan wants to establish Navajo peach orchards throughout the reservation. She also gave an update on their work within the Navajo Nation. The loosening of the Covid-19 laws has helped a great deal. They are participating in a horse castration project. They are considering presenting a grazing project "field days" for the local animal owners. She also mentioned that two new office spaces are becoming available in Monument Valley and in Blanding.

Ryan Benally, Family Consumer Science Lead, introduced himself to the commission as the newly hired USU Extension employee. He is looking forward to working with the Extension Office. Commissioner Harvey invited all of the USU Extension office to remember the Utah Navajo Chapters and encouraged them to be involved with them. The new federal water grant creates the opportunity to help Utah Navajo residents grow crops that can be beneficial in strengthening their family food security.

Jerrica Torres, Office assistant, introduced herself and asked the commissioners if they had any questions for her. They expressed her appreciation for her work within the extension office.

## 2. Recorder's Department Report by Cindi Holyoak

### **Time Stamp 0:30:28 (audio & video)**

Cyndi Holyoak, County Recorder, presented an overview of the Recorder's Office. She stated the office is responsible for recording and documenting of an individual's largest wealth items which are usually land, buildings, or homes. The legislature presented several bills that would have impacted their office a great deal; fortunately, they agreed to standardize daily work processes. The Recorder's Office will participate in a statewide standards committee. Cindi presented a series of graphs highlighting the increased revenue, expenses, and the number of documents processed in their office. The staff has daily "chores" to perform to ensure that all revenue is captured. She indicated the real estate market is slowing, while gas, oil, and mining exploration are increasing.

## 3. Commission Policy and Procedures Review

### **Time Stamp 1:17:52 (audio & video)**

Mack presented the Policy and Procedure documents for the Commissioners to review. He encouraged the Commissioners to read and edit as needed. Mack asked for the ability to prepare support letters on behalf of the commissioners. Department heads sometimes will ask for support letters in-between the two monthly commission meetings. Mack can ask various Commissioners for authorization to use their signature stamp for support letters, on an as needed basis. Commission Communications policies were discussed such as what they can endorse individually and what they can endorse or deny as a commission. The electronic vote option was discussed and Mack encouraged the Commissioners to use the county email exclusively.

The County Attorney section language has changed per state code; this will be tightened up in future commissioner meetings. The work session provides an opportunity to learn from different county programs. Mack will continue to work on the policies and return updated documents in the next few weeks.

**ADJOURNMENT**

**Time Stamp 1:54:15 (audio & video)**

Commission Chair Adams called for an adjournment at 10:56 am.

\*The Board of San Juan County Commissioners can call a closed meeting at any time during the Regular Session if necessary, for reasons permitted under UCA 52-4-205\*

All agenda items shall be considered as having potential Commission action components and may be completed by an electronic method \*\*In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk’s Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice\*\*

APPROVED: \_\_\_\_\_  
San Juan County Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
San Juan County Clerk/Auditor

DATE: \_\_\_\_\_



**BOARD OF COMMISSIONERS MEETING**  
 117 South Main Street, Monticello, Utah 84535. Commission Chambers  
 March 07, 2023 at 11:00 AM

## MINUTES

*The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel*

**Audio Link:** <https://www.utah.gov/pmn/files/952857.MP3>

**Video Link:** <https://www.youtube.com/watch?v=VKHc5CpLz8k&list=PLFB2nKz9I9zkK8nc>

### CALL TO ORDER

**Time Stamp 0:00:04 (audio & video)**

Commission Chair Adams called the meeting to order at 11:03 am.

### ROLL CALL

**Time Stamp 0:00:12 (audio & video)**

#### **Present-Commission**

Commission Chair Bruce Adams  
 Commission Vice Chair Sylvia Stubbs  
 Commissioner Jaime Harvey

#### **Present-Others**

Mack McDonald, County Administrative Officer  
 Lyman W. Duncan, County Clerk/Auditor  
 Brittney Ivins, County Attorney

### INVOCATION

**Time Stamp 0:00:42 (audio & video)**

Commission Vice-Chair Stubbs offered the invocation.

### PLEDGE OF ALLEGIANCE

**Time Stamp 0:03:29 (audio & video)**

Doug Allen, resident of Monticello, led the Pledge of Allegiance.

## PUBLIC COMMENT

*Public comments will be accepted through Zoom Meeting <https://us02web.zoom.us/j/3125521102> Meeting ID: 312 552 1102 One tap mobile +16699006833,,3125521102# US (San Jose)*

*There will be a three minute time limit for each person wishing to comment. If you exceed that three minute time limit the meeting controller will mute your line.*

### **Time Stamp 0:04:03 (audio & video)**

Mack asked for the attending public and the online public to offer comments.

No comments were offered.

## **CONSENT AGENDA (Routine Matters) Mack McDonald, San Juan County Administrator**

*The Consent Agenda is a means of expediting the consideration of routine matters. If a Commissioner requests that items be removed from the consent agenda, those items are placed at the beginning of the regular agenda as a new business action item. Other than requests to remove items, a motion to approve the items on the consent agenda is not debatable.*

### **Time Stamp 0:06:51 (audio & video)**

Mack presented the consent agenda for the commission to review and approve.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

1. Approval of February 21, 2023 Commission Work Session Meeting Minutes
2. Approval of February 21, 2023 Commission Meeting Minutes
3. Approval of February 17, 2023 to March 02, 2023 Check Registers
4. Approval of 2023 Alcohol Consent Form from Hole 'N' the Rock - Desert Bloom, LLC
5. Approval of \$32,450.83 in Small Purchases: \$2,497.00 for training vouchers for Emergency Management, \$6,410.32 for Replacement Parts for the Flarity parts, \$11,950.00 Replacement Parts for Motor Grader #363, \$1,514.87 Replacement Parts for Dump Truck, Road Department, \$6,421.91 Overspeed Rupture Valve Inspection and \$3,206.73 for the Muffin Monster parts for Facilities Maintenance

## **RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**

6. Discussion Regarding The Utah Governor's Office of Economic Opportunity (Go Utah) Local Broadband Planning Grant Award in the amount of \$50,000 for San Juan County, Mack McDonald, Chief Administrative Officer.

### **Time Stamp 0:10:55 (audio & video)**

Mack presented the 2023 GOED Broadband Grant application information. He submitted the grant while he was attending the Utah Legislature session. The Utah Navajo Chapterhouses are waiting for the broadband internet to reach them. The money will fund a consultant who will develop a plan to connect broadband services to the Chapterhouses within the county. Mack asked for the ability to develop a RFP to start immediately on the process. The process closes by June 2023. The Westwater community will receive broadband services thru Emery Telecom. Commissioner Adams helped facilitate the 9MM federal grant and the 1MM state of Utah grant to fund the entire project. Commissioner Harvey thanked Mack and Commissioner Adams for their help with the project. He asked for the County, Utah Navajo Trust Fund, Utah Navajo Revitalization Fund, and Navajo Utah Commission to be brought together with the 7 Chapterhouses to discuss the final steps to complete the broadband project.

Informational item only, vote not needed.

## **BUSINESS/ACTION**

7. Consideration and Approval of 2023 Wildland Fire Program Participating Commitment Between San Juan County and Utah Division of Forestry, Fire and State Lands

### **Time Stamp 0:23:01 (audio & video)**

David Gallegos, County Fire Chief, presented the 2023 Wildland Fire Program Participation agreement with the State of Utah Division of Forestry, Fire, and State Lands for the commission to review and approve. The contract amount of \$45,034 offsets the county's fire department expense in mitigating fire risks. David was thanked for his good relationship with the Grand County Fire Department.

Motion made by Commissioner Harvey, Seconded by Commissioner Stubbs.

Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

8. Consideration and Approval of Rural Grant Funding Allocations for San Juan County Businesses, Elaine Gizler, Economic Development, and Visitor Services Director.

### **Time Stamp 0:31:49 (audio & video)**

Elaine Gizler, Economic Development and Visitor Services Director, presented the list for Rural Grant Award funding for various San Juan County businesses. Over 42 requests were submitted, and 28 applicants were awarded funding from the \$175,000 that was available. Pratt Redd, Chair of the County Economic Development Board, also participated in the commission meeting by way of the Zoom software. The awards by community were: Spanish Valley - \$13,000, Monticello – \$73,000, Blanding - \$32,100, Bluff - \$56,900. Pratt discussed the process of filing for the grant and how the awards are chosen. Elaine has asked the state of Utah that the amount awarded to the county is too low and that more is needed to help the county businesses.

Motion made by Commissioner Harvey, Seconded by Commissioner Stubbs.

Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

9. Consideration and Approval of a Lease Agreement with San Juan County and Paul Hansen for the Bill Board Located in Hanksville, Utah, Elaine Gizler, Economic Development and Visitor Services Director.

**Time Stamp 0:44:18 (audio & video)**

Elaine Gizler, Economic Development and Visitor Services Director, presented the Hanksville billboard contract lease for the commission to review and approve. The lease is \$1,000 per year. The easement is needed to be in contract for the signage to be placed upon the structure.

Motion made by Commissioner Harvey, Seconded by Commissioner Stubbs.

Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

10. Consideration and Approval of Chip Seal and Fog Oil Purchase, TJ Adair, Road Superintendent

**Time Stamp 0:46:30 (audio & video)**

Mack presented the Chip Seal and Fog Seal Oil purchase for the commission to review and approve. They are a sole-source vendor and the company has held prices down for the county. The contract is valued at \$567,000. The road department uses the product to mend the roads.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

11. Consideration and Approval of the Administrative Law Judge Service Agreement with Cheryl Luke for a Singular Appeal Hearing for San Juan County

**Time Stamp 0:49:23 (audio & video)**

Mack presented the ALJ contract with Cheryl Luke to represent San Juan County in another case. The case had gone to the appeal hearing process; the other party felt that the county's ALJ, Lyn Creswell, ruled too fast and should be disqualified from the Sky Ranch Subdivision Estates Phase II appeal. Kane County had been representing San Juan County. The county ALJ was eventually disqualified, so, Mack started a search to find a temporary ALG. Several ALJ's had conflicts within the county. Cheryl Luke is from Salt Lake City and agreed to step in for this case. The contract will pay her \$125 per hour. Most of the ALJ budget has been consumed for the year, but it is more economical process than taking these cases to court and incurring substantial billings.

Motion made by Commissioner Harvey, Seconded by Commissioner Stubbs.

Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

12. Ratification of the Letter Regarding the BIA Proposed Rule, Land Acquisitions, Fee to Trust. Mack McDonald, Chief Administrative Officer

**Time Stamp 0:56:14 (audio & video)**

Mack presented the letter for approval. Nick Sandberg, Planning Coordinator, had presented the letter in a previous commission meeting.

Motion made by Commissioner Harvey, Seconded by Commissioner Stubbs.

Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

13. Consideration and Approval of the Revision #1 to Amendment #2 between Jviation, Inc and San Juan County, Mack McDonald, Chief Administrative Officer

**Time Stamp 0:57:01 (audio & video)**

Mack presented the contract with Jviation for their project management services for the Cal Black Airport. The contract changes the line item costs, but not the over-all amount. The financial amounts need to be allocated to the correct fund.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

14. Consideration and Approval of the San Juan County Homelessness Infectious Disease Reduction Grant of \$20,186 to be Directed Towards St. Christopher's Mission, Gentle Ironhawk and Possibly SeekHaven. Mack McDonald, Chief Administrative Officer

**Time Stamp 1:00:23 (audio & video)**

Mack presented the Homeless Infectious Disease Reduction Grant. The funding is for \$20,186. The grant will pay several shelters for their services in meeting the homeless population who has an infectious disease. The grant will pay for cleaning bedding, towels, cleaners, and so on for the services provided by the shelters.

Motion made by Commissioner Harvey, Seconded by Commissioner Stubbs.

Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

## COMMISSION REPORTS

**Time Stamp 1:04:21 (audio & video)**

Commission Chair Adams reported on two positive takeaways from the Utah legislature session. The B & C road fund money has doubled from last year, with a \$40 MM one time grant in the fund, and a 6 MM annual increase for counties who qualify. The detention facility will receive an increase in their funding for providing services to the state of Utah sex-offender inmate population. He reported on several conferences for the newly elected commissioners to consider attending: April 3-6<sup>th</sup> is the UAC Building Utah conference in St. George, April 25-28<sup>th</sup> is the UAC Management Conference in SLC, May 16<sup>th</sup>-20<sup>th</sup> is the NACO WIR Conference in St. George, UT, September 13<sup>th</sup>-15<sup>th</sup> is the UAC



Commissioners USACC only meeting in Bryce Valley, UT, November 14<sup>th</sup>-17<sup>th</sup> is the UAC Annual Convention in St. George, UT, July 2023 is the NACO conference is in Austin, Texas.

Commission Vice-Chair Stubbs reported on attending the legislature and meeting many key people. She appreciated learning the different processes that occur during the legislature session. She was grateful for Commissioner Adams and Mack for introducing her to the different caucuses and many other elected officials.

Commissioner Harvey reported on three items. First item, the Aneth Chapter House has requested a meeting this Friday with the county leaders to discuss roads, broadband, Navajo Nation, and BIA. The second item is from Clarence Rockwell, Director for the Navajo Utah Commission. He applied for a grant to fund a feasibility study for a grocery store in Montezuma Creek. There is property available at the intersection in Montezuma Creek that might be available for the grocery store. They want to request matching money from the state of Utah or from other sources. The third item, San Juan County Prevention Action Coalition, is requesting more Navajo Nation law enforcement policing in the communities of Monument Valley, Mexican Hat, and Montezuma Creek. The coalition wants to see if a Mutual Assist Agreement can be placed with the Navajo Nation and the San Juan County Sherriff's Department, similar to the agreement with the Utah Highway Police Department. He also spoke of parents asking for safer schools in dealing with drugs, alcohol, and crime. The community and schools need additional therapists, nurses, and resource officers within the local communities.

## **EXECUTIVE SESSION**

1. Strategy Session to Discuss Pending or Reasonable Imminent Litigation as Permitted Under UCA 52-4-205.
2. To Discuss The Character, Professional Competence, or Physical or Mental Health of an Individual As Permitted Under UCA 52-4-205.

### **Time Stamp 1:24:46 (audio & video)**

Commission Chair Adams asked for a motion to enter into Executive Session at 12:27 pm.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

## **ADJOURNMENT**

At the end of the executive session (after exiting)

### **Time 2:12 pm.**

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

\*The Board of San Juan County Commissioners can call a closed meeting at any time during the Regular Session if necessary, for reasons permitted under UCA 52-4-205\*

All agenda items shall be considered as having potential Commission action components and may be completed by an electronic method \*\*In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk’s Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice\*\*

APPROVED: \_\_\_\_\_  
San Juan County Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
San Juan County Clerk/Auditor

DATE: \_\_\_\_\_

**San Juan County**  
 117 So Main Street  
 Monticello, UT 84535  
 Ph: 435-587-3225



**Purchase From**  
 Armscor Cartridge Inc  
 2872 Hwy 93 N  
 Victor, MT. 59875  
 406-642-3349  
 Attention To :

State Contracted

Sales

**Deliver To**  
 Jay Begay  
 297 S Main Street  
 Monticello, UT. 84535  
 435-459-3312  
 Attention To :

J. Begay

**Purchase Order**  
 P. O. No#  
 Date 3/6/2023  
 Your Ref#  
 Our Ref#  
 Credit Terms

Product ID	Description	Quantity	Unit Price	Amount
50138	12 GA, 1 OZ SLUG	1	\$179.00	\$179.00
50140	12 GA, 00 BUCK SHOT, 9 PELLET	1	\$225.00	\$225.00
AC9-7N LE	9MM, 124 GR, JHP, NEW	2	\$181.00	\$362.00
AC9-4N LE	9MM, 124 GR, FMJ, NEW	2	\$260.00	\$520.00
AC223-17N	.223, 75 GR, HP, SBA	1	\$538.00	\$538.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Sub Total	\$1,824.00
Tax	Exempt
Freight	\$140.00
Invoice Total	\$1,964.00
Amount Paid	
Balance Due	\$1,964.00

Approved:

Department Head: 

County Admin: 

Terms and Conditions:

Ammunition for patrol shotguns, patrol pistols and patrol rifles for duty use and semi annual qualifications.



Armscor Cartridge Inc. (ACI)  
 2872 Hwy 93 N  
 Victor, MT 59875  
 (406) 642-3349  
 (406) 642-3205 FAX

**Quote Date: 3/3/2023**

**Order #:**

<b>Customer Contact: Detective Jay Begay</b> 50138	<b>Contact Phone #: (435)587-38251</b>
<b>Bill to: San Juan Sheriff's Office</b>	<b>Contact Fax #:</b>
<b>Attn:</b>	<b>Ship to: San Juan Sheriff's Office</b>
<b>Address: 297 South Main St.</b>	<b>Attn: Detective Jay Begay</b>
<b>City: Monticello State: UT</b>	<b>Address: 297 South Main St.</b>
<b>Zip: 84535</b>	<b>City: Monticello State: UT</b>
<b>Method of Payment: Bill Department</b>	<b>Zip: 84535</b>
	<b>Approved Purchaser: Detective Jay Begay</b>

Qty	Part #	Description	Price per unit	Price
1	50138	12 ga, 1 oz Slug	\$179.00 per 200 rd case	\$179.00
1	50140	12 ga, 00 Buck, 9 pellet	\$225.00 per 250 rd case	\$225.00
2	AC9-7N LE	9mm, 124 gr, JHP, New	\$181.00 per 500 rd case	\$362.00
2	AC9-4N LE	9mm, 124 gr, FMJ, New	\$260.00 per 1,000 rd case	\$520.00
1	AC223-17N	.223, 75 gr, HP, SBA	\$538.00 per 1,000 rd case	\$538.00
			<b>Total</b>	\$1,824.00
			<b>Shipping</b>	\$140.00
			<b>Grand Total</b>	<b>\$1,964.00</b>

H. Boyce Moses – LE Sales  
 Armscor Cartridge Inc. (ACI)  
 KLETC Rangemaster (Retired)  
 Hutchinson, KS  
[Aci.bmoses@yahoo.com](mailto:Aci.bmoses@yahoo.com) (620) 694-6449

**Moab Free Health Clinic**

121 W 200 S  
Ste A  
Moab, UT 84532

Item 5.

# Invoice

**Invoice #:** 137  
**Invoice Date:** 3/1/2023  
**Due Date:** 3/1/2023  
**Case:**  
**P.O. Number:**

**Bill To:**  
SJC Office of Economic Development

Description	Hours/Qty	Rate	Amount
Vista Cost Share	1	4,500.00	4,500.00

We appreciate your prompt payment.

<b>Total</b>	\$4,500.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,500.00

Memorandum of Understanding (MOU) Between the  
 Moab Free Health Clinic & San Juan County, Utah  
 (Office of Economic Development and Tourism)

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the above entities from August 1, 2022 through August 31, 2024.

- This document defines the responsibilities of Moab Free Health Clinic as the Canyonlands VISTA Project Sponsor and San Juan County as the Project Host Subsite with respect to the assignment of one AmeriCorps VISTA member to perform services as referred to in the VISTA Assignment Description in eGrants (Portal -> VADs) for member assignment.

Community needs and project-related tasks are outlined in the Performance Measures section of the Project 2023 Continuation. The obligations of the parties hereto are subject to and governed by the terms and conditions of the Memorandum of Agreement between the Corporation for National & Community Service (CNCS) and Moab Free Health Clinic/Canyonlands VISTA Project; CNCS Project Number 15VSPUT002, which is incorporated herein by reference, and federal laws and regulations and CNCS policies applicable to the project, or which may become applicable to it subsequent to the execution of this Memorandum of Understanding (MOU).

1. As the Canyonlands VISTA Project Sponsor, Moab Free Health Clinic will:

- a. Serve as the Fiscal Agent and overall administrator for the grant and provide overall supervision of the grant, provide assistance to the Project Host Sites and VISTA members in support of grant implementation, and be the liaison between Project Host Sites, VISTA members and the CNCS Regional Mountain office, or national office as necessary.
- b. Comply with the provisions of the Memorandum of Agreement between the CNCS and Moab Free Health Clinic.
- c. Assign VISTA placements (as specified on page 1, paragraph 2) to the Project Host Site for the duration of this Memorandum of Understanding subject to the availability of funding and recruitment/training deadlines for VISTA Virtual Member Orientations (VMO) set forth by the CNCS.
- d. Assist the Project Host Site with the development of VISTA member work plans and assignment descriptions. Provide final approval of all VISTA work plans and assignment descriptions prior to VISTA candidates attending Pre-Service Orientation and beginning their term of VISTA service.
- e. Assist with the recruitment, screening, interviewing, and selection of VISTA candidates when requested by the Project Host Site.

f. Transfer VISTA member(s) from one placement to another to comply with terms and provisions of the grant or upon the request of the VISTA member with the approval of CNCS. In this scenario, Project Host Sites will be given 14 days' notice.

2. The Project Host Subsite will:

a. Provide a Site Supervisor to provide day-to-day supervision of the activities of the VISTA members.

b. In the case that the project host sub-site supervisor has to leave the site, the site should designate an alternative supervisor.

c. Recruit, screen, interview, select, and submit VISTA candidates to the Project Sponsor for approval and placement at PSO. The Project Sponsor will assist with candidate recruitment and selection upon request. VISTA candidate applications must be submitted to the Moab Free Health Clinic for approval by the Moab Free Health Clinic recruitment deadline, which is one week before the CNCS deadline. Final approval for all VISTA candidates to attend PSO is subject to review and selection by the Regional CNCS office.

d. Submit a VISTA work plan for approval prior to the VISTA member's start date. This will align with member VAD and OSOT plan to outline when tasks in the VAD will be completed.

e. Submit a proposed budget detailing member mileage reimbursement, professional development, the project participation fee, and in-kind assistance if requesting reimbursement from the support grant.

f. Provide the VISTA members individualized On-Site Orientation and Training at the beginning of their term of service.

g. Use the approved VISTA work plan as the source of tasks and responsibilities for the VISTA member to empower the capacity building activities of the member.

h. Ensure that VISTA members dedicate an average of 40 hours per week to their approved VISTA work plans and member descriptions to address the community needs identified in the approved Project Sponsor Application. Moab Free Health Clinic will track VISTA member's personal and sick leave on a bi-weekly, federal pay-period basis via the Canyonlands VISTA project google sheets. Project Host Sites should use their existing policies and procedures to account for a VISTA member's actual work schedule and hours served.

i. Schedule regular meetings (preferably weekly) with the VISTA members to discuss their projects and/or other concerns, if any.

j. Provide adequate working space, materials, supplies, and access to a phone and computer to permit the VISTA member to perform his/her assigned duties.

- k. Ensure that the VISTA member is reimbursed for all local travel associated with the project. Mileage reimbursement should be done in accordance with the Project Host Site's existing policies and procedures.
- l. Allow the VISTA member to participate in scheduled professional development and training opportunities, site visits, conference calls, and community service projects throughout their term of service. It is recommended that Project Host Sites budget \$750 in professional development and training funds for their VISTA member. The VISTA member will be required to attend a training identified by the Moab Free Health Clinic Director for the purposes of completing In-Service Training (IST) requirements as set forth by CNCS. Any mileage reimbursements for out-of-town travel to trainings requested from the Canyonlands VISTA Support Grant must be approved prior to VISTA member travel by Moab Free Health Clinic. Mileage reimbursements to trainings will be paid out at the standard federal level for 2022, which is \$0.625/mile. Mileage reimbursements must include starting and ending odometer readings, as well as starting and ending locations. VISTA members will submit mileage reimbursement requests to MFHC after successful completion of their training(s).
- m. Allow the VISTA member to participate in disaster relief/emergency response efforts as directed by CNCS.
- n. Allow the VISTA member to participate in Days of Service (e.g., MLK Day of Service, National Volunteer Week, Make A Difference Day) should activities be in the community where the VISTA member is serving.
- o. Inform the Director of Moab Free Health Clinic of any changes in status of the VISTA and other concerns related to the VISTA Project.
- p. The Project Host Site agrees to provide project updates via either quarterly or biannual Project Progress Reports (PPR) with VISTA member input per the Canyonlands Project Program Officer.
- q. The Project Host Site agrees to make a payment in the amount of \$4,500/VISTA to the Moab Free Health Clinic no later than April 7th, 2023 for their contribution to the project cost share.
- r. All cost share fees are paid for by the Moab Free Health Clinic at the beginning of the grant, therefore the cost share contribution by each Project Host Site is non-refundable regardless of whether the site recruits a VISTA or not.

### 3. Joint Responsibilities

Both parties to the Memorandum of Understanding shall:

- a. Make every reasonable effort to ensure that the health and safety of the VISTA members are protected during the performance of their assigned duties. Neither the Project Sponsor nor the Project Host Site shall assign or require VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.



b. Ensure that persons selected as VISTA members are not related by blood or marriage to Project Host Site staff, Project Sponsor staff, officers or members of the Project Host Site's or the Project Sponsor Site's boards of directors, or responsible program staff at CNCS.

c. Neither the Project Sponsor nor the Project Host Site has the discretion or authority to dismiss or separate a VISTA member from service; CNCS is the sole authority that can terminate a VISTA member's term of service. The Project Site should document any performance or behavior issues and immediately report them to Moab Free Health Clinic. The Canyonlands VISTA Project Sponsor, hired by Moab Free Health Clinic will report such incidences to the state CNCS office and resolve them in accordance with rules governing the grant. This is necessary to provide VISTA members due process.

#### 4. Non-Discrimination & Sexual Harassment

a. No person with responsibilities in the operation of the project shall discriminate against any VISTA member, member of the staff of, or beneficiary of the project with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

b. Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As a recipient of federal financial assistance from CNCS, the Project Sponsor and Project Host Site are responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

i. Acts of "quid pro quo," sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Project Sponsor or Project Host Site, their agents, or supervisory employees should have known of the acts.

ii. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature which have the purpose or effect of creating an intimidating, hostile, or offensive service environment.

iii. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Project Sponsor or Project Host Site, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.

#### 5. Legal Restrictions

VISTA members should work to emphasize the mobilization of local human, financial, and material resources, the transference of skills to community residents, and the expansion of the capacity of the low-income community to solve its own problems. VISTA members should NOT perform administrative duties except for those related to the goals and objectives identified in their work plan.

The Project Host Site agrees that no VISTA member assigned under this MOU shall participate in:

- a. Partisan and non-partisan political activities, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

The Project Host Site further agrees not to:

- e. Carry out projects (related to VISTA) resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities or providing voters transportation to the polls.
- f. Assign VISTA members to activities that would result in the hiring or displacement of employed workers, filling-in for absent employees or supervisors, or impairing existing contracts for services.
- g. Approve the involvement of any VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.
- h. Accept, or permit the acceptance of, compensation from the VISTA members or from beneficiaries for the service of the VISTA members.

#### 6. Modifications

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of the Project Sponsor and Project Host Site.

#### 7. Termination

- a. The Moab Free Health Clinic will use the above provisions to determine continued eligibility of San Juan County to be a Project Host Site. Failure to comply with any of the roles and responsibilities as outlined in this MOU will result in responsive and corrective action to include removal of the VISTA member placed at your site. In this case, the Moab Free Health Clinic will provide 14 days' notice of termination of and/or VISTA removal/transfer from the project.
- b. Any termination of the Memorandum of Agreement between Moab Free Health Clinic as the Project Sponsor and the Corporation for National & Community Service will result in the termination of all provisions of this Memorandum of Understanding.

Signatures for MEMORANDUM OF UNDERSTANDING between the Moab Free Health Clinic and San Juan County.



Signature :  
Date: 02/28/2023

Maddelyn Simboli, Canyonlands VISTA Project Director  
Moab Free Health Clinic, Canyonlands VISTA Project Sponsor

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Bruce Adams, Commission Chair  
San Juan County Office of Economic Development and Tourism, Project Host Subsite



## COMMISSION STAFF REPORT

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**MEETING DATE:** March 232023

**ITEM TITLE, PRESENTER:** MOU between the Moab Free Health Clinic & San Juan County, Utah, for the Canyonlands VISTA Project Sponsor by Elaine Gizler, Economic Development and Visitor Services Director.

**RECOMMENDATION:** Business Action/ Approve

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**SUMMARY:** This Memorandum of Understanding will establish a collaborative partnership between the Moab Free Health Clinic and San Juan County for the Canyonlands VISTA Project Sponsor and San Juan County as the Project Host Subsite concerning the assignment of one AmeriCorps VISTA member to perform services as referred to in the VISTA Assignment Description. This is a community needs project specifically focused on supporting the Navajo Nation for one full year.

**HISTORY/PAST ACTION.** New

**FISCAL IMPACT \$4500-** This will be paid for out of the Economic Development 2023 Rural Grant Fund.



## COMMISSION STAFF REPORT

**MEETING DATE:** March 21, 2023

**ITEM TITLE, PRESENTER:** Consideration, Approval and Award of Gravel Crushing Bids, TJ Adair, Road Superintendent

**RECOMMENDATION:** Approval

### SUMMARY

San Juan County Road Department advertised for sealed bids to crush gravel in Zeke's Hole and Lem's Draw pits. The apparent low for both pits is Brown Brothers Construction and we would recommend the bid be awarded to them as the overall low bid.

### HISTORY/PAST ACTION

Bids are generally awarded to the overall low bid.

### FISCAL IMPACT

Zeke's Hole – 3" Minus – 10,000 cubic yards at \$5.75/c.y. for a total of \$57,500.00

Lem's Draw – 1.5" Gravel – 20,000 to 30,000 cubic yards @ \$8.75/c.y. for a total of \$175,000.00 to \$262,500.00

Lem's Draw – 3" Minus Gravel – 3,000 cubic yards @ \$4.75/c.y. for a total of \$14,250.00

This is in the 2023 approved budget.

BID QUOTATION FORM

Item 6.

#1  
NAME OF COMPANY  
Holiday Construction  
Telephone # \_\_\_\_\_  
Date 3/8/23 Time 4:25pm  
Contact Person \_\_\_\_\_

#2  
NAME OF COMPANY  
Brown Brothers Const.  
Telephone # \_\_\_\_\_  
Date 3/8/23 Time 4:25pm  
Contact Person \_\_\_\_\_

#3  
NAME OF COMPANY  
TST Construction  
Telephone # \_\_\_\_\_  
Date 3/8/23 Time 4:25pm  
Contact Person \_\_\_\_\_

#4  
NAME OF COMPANY  
Harward & Rees  
Telephone # \_\_\_\_\_  
Date 3/8/23 Time 4:25pm  
Contact Person \_\_\_\_\_

#5  
NAME OF COMPANY  
Crowley Construction  
Telephone # \_\_\_\_\_  
Date 3/8/23 Time 4:25pm  
Contact Person \_\_\_\_\_

ITEMS QUOTED:  
10,000 cy of  
3" Minus Gravel  
Zeke's Hole

ITEMS QUOTED:  
10,000 cy. of  
3" Minus Gravel  
Zeke's Hole

ITEMS QUOTED:  
10,000 cy of  
3" Minus Gravel  
Zeke's Hole

ITEMS QUOTED:  
10,000 cy of  
3" Minus Gravel  
Zeke's Hole

ITEMS QUOTED:  
10,000 cy of  
3" Minus Gravel  
Zeke's Hole

PRICES:  
\$14.00 / c.y.

PRICES:  
\$5.75 / cy

PRICES:  
\$20.85 / cy

PRICES:  
\$8.75 / cy

PRICES:  
\$75,750 total of  
\$7.57 / cy

BID CHOSEN: Brown Brothers Construction SIGNED: \_\_\_\_\_

PRICES: \$5.75 / cy P.O. # \_\_\_\_\_

DEPARTMENT: Road

DATE OF DELIVERY \_\_\_\_\_

SAN JUAN COUNTY

UNOFFICIAL RESULTS OF THE BID OPENING HELD  
 March 8, 2023  
 4:25 p.m.

<b>PRESENT:</b>	Clark Hawkins, Monica Alvarado, Jackie Palmer
<b>PRODUCT:</b>	3" Minus – 10,000 cubic yards
<b>PROJECT:</b>	Zeke's Hole Pit

<b>APPARENT LOW:</b>	Brown Brothers
<b>2<sup>ND</sup> LOW:</b>	Crowley Construction
<b>3<sup>RD</sup> LOW:</b>	Harward & Rees

NO.	BIDDER	BID
1	Holliday Construction	\$14.00/cubic yard
2	Brown Brothers Construction	\$5.75/cubic yard
3	TSJ Construction	\$20.85/cubic yard
4	Harward & Rees	\$8.75/cubic yard
5	Crowley Construction	\$75,750.00/10,000 c.y.
		Or \$7.57/cubic yard

HOLLIDAY CONSTRUCTION, INC  
P.O. BOX 502  
BLANDING, UTAH 84511  
PHONE: 435-678-2028

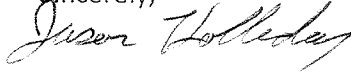
March 8,2023

San Juan County Road Department  
855 East Center Street  
P.O. Box 188  
Monticello, Utah 84535

TO WHOM IT MAY CONCERN:

Crushing Material at the Zekes Hole Pit  
3" Minus Gravel 10,000 Cubic yards \$14.00 per yard

Sincerely,



Holliday Construction  
Jason Holliday, President





Brown Brothers Construction Company, Inc.  
90 North 200 East, P.O. Box 249  
Loa, Utah 84747  
(435) 836-2685 - Office

Bid Date: Wednesday, March 8, 2023  
Submitted To: San Juan County  
Road Department

**ZEKE'S HOLE CRUSHING - 2023**

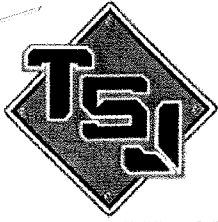
ITEM NO.	QNTY	UNIT	ITEM DESCRIPTION	UNIT PRICE
1	10,000	CY	3" Minus Gravel - Crushed and Stockpiled per San Juan County Specifications	\$ 5.75

This bid is submitted by and on behalf of Brown Brothers Construction

Signed: Ellis Brown

Date: March 8, 2023

Ellis Brown  
Corporate President  
Brown Brothers Construction



**CONSTRUCTION, LLC.**  
QUALITY AT WORK

TSJ Construction LLC  
PO Box 453  
Cleveland, UT, 84518  
Ph. 435-653-1910

Item 6.

<b>To:</b> San Juan County Road Dept	<b>Contact:</b>
<b>Address:</b> 885 East Center Street, PO Box 188 Monticello, UT 84535	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> San Juan Co Rd Zeke's Hole Crushing	<b>Bid Number:</b>
<b>Project Location:</b>	<b>Bid Date:</b>

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	3" Minus Production	10,000.00	CY	\$20.85	\$208,500.00
<b>Total Bid Price:</b>					<b>\$208,500.00</b>

**Notes:**  
• Notes

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>TSJ Construction LLC</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> _____</p>
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# PROPOSAL

TO: San Juan County - Road Department  
 PO Box 188 • 885 East Center St  
 Monticello, UT 84535

Date: March 1, 2023

**Project**

Name: Zeke's Hole

Item	Description	Qty.	Unit	Unit Price	Amount
1	3" Minus Gravel	10,000	CY	\$ 8.75	\$ 87,500.00
Subtotal					\$ 87,500.00
Sales Tax					
Total Due					\$ 87,500.00

# Crowley Construction, Inc.

Gary and Phyllis Crowley  
310 S. Eastland Rd CR#312

HC 63 Box 66

Monticello, Utah 84535

Office: 435-587-2377 Fax: 435-587-3409

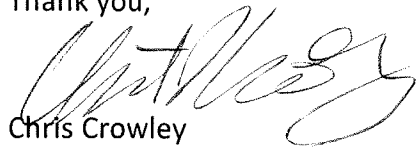
Environmental Remediation - Gravel Products - Road Construction - Reclamation - Site Preparation  
Land Leveling - Mineral Exploration - Erosion Control - Trucking - Heavy Equipment Hauling

San Juan Road Department  
885 East Center Street  
PO Box 188  
Monticello, Ut 84535

Zeke's Hole Sealed Bid

Bid for 3" Minus Gravel - \$75,750.00

Thank you,



Chris Crowley  
VP Operations

BID QUOTATION FORM

Item 6.

#1 NAME OF COMPANY <u>Holiday Construction</u>	#2 NAME OF COMPANY <u>Brown Brothers Const.</u>	#3 NAME OF COMPANY <u>TSD Construction</u>	#4 NAME OF COMPANY <u>LeGran Johnson Const.</u>	#5 NAME OF COMPANY <u>Harward &amp; Rees</u>
Telephone # _____	Telephone # _____	Telephone # _____	Telephone # _____	Telephone # _____
Date <u>3/8/23</u> Time <u>4:5pm</u>	Date <u>3/8/23</u> Time <u>4:15pm</u>	Date <u>3/8/23</u> Time <u>4:15pm</u>	Date <u>3/8/23</u> Time <u>4:15pm</u>	Date <u>3/8/23</u> Time <u>4:15 pm.</u>
Contact Person _____	Contact Person _____	Contact Person _____	Contact Person _____	Contact Person _____

ITEMS QUOTED: <u>20,000-30,000 cy - 1/2" gravel</u> <u>3,000 cy - 3" Minus Gravel</u>	ITEMS QUOTED: <u>20,000-30,000 cy - 1/2" gravel</u> <u>3,000 cy - 3" Minus Gravel</u>	ITEMS QUOTED: <u>20,000-30,000 cy - 1/2" Gravel</u> <u>3,000 cy - 3" Minus Gravel</u>	ITEMS QUOTED: <u>20,000-30,000 cy - 1/2" Gravel</u> <u>3,000 cy - 3" Minus Gravel</u>	ITEMS QUOTED: <u>20,000-30,000 cy - 1/2" Gravel</u> <u>3,000 cy - 3" Minus</u>
---	---	---	---	--

PRICES: <u>\$14.00 /cy</u> <u>\$14.00 /cy</u>	PRICES: <u>\$8.75 /cy</u> <u>\$4.75 /cy</u>	PRICES: <u>\$19.45 /cy</u> <u>\$15.77 /cy</u>	PRICES: <u>\$15.00 /cy</u> <u>\$20.00 /cy</u>	PRICES: <u>\$8.75 /cy</u> <u>\$10.80 /cy</u>
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BID CHOSEN: \_\_\_\_\_ SIGNED: \_\_\_\_\_

PRICES: \_\_\_\_\_ P.O. # \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

DATE OF DELIVERY \_\_\_\_\_

BID QUOTATION FORM

Item 6.

#1 NAME OF COMPANY <u>Crowley Construction</u>	#2 NAME OF COMPANY _____	#3 NAME OF COMPANY _____	#4 NAME OF COMPANY _____	#5 NAME OF COMPANY _____
Telephone # _____	Telephone # _____	Telephone # _____	Telephone # _____	Telephone # _____
Date <u>3/8/23</u> Time <u>4:15pm</u>	Date _____ Time _____	Date _____ Time _____	Date _____ Time _____	Date _____ Time _____
Contact Person _____	Contact Person _____	Contact Person _____	Contact Person _____	Contact Person _____

ITEMS QUOTED: <u>20,000-30,000 cy - 1 1/2" Gravel</u> <u>3,000 cy - 3" Minus Gravel</u>	ITEMS QUOTED: _____	ITEMS QUOTED: _____	ITEMS QUOTED: _____	ITEMS QUOTED: _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PRICES: <u>\$12.60/cy</u> <u>\$11.00/cy</u>	PRICES: _____	PRICES: _____	PRICES: _____	PRICES: _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

BID CHOSEN: Brown Brothers Construction      SIGNED: \_\_\_\_\_

PRICES: \$8.75/cy for 1 1/2" gravel      P.O. # \_\_\_\_\_

\$4.75/cy for 3" Minus Gravel      DEPARTMENT: Road

DATE OF DELIVERY \_\_\_\_\_

## SAN JUAN COUNTY

## UNOFFICIAL RESULTS OF THE BID OPENING HELD

March 8, 2023

4:15 p.m.

<b>PRESENT:</b>	Clark Hawkins, Monica Alvarado, Jackie Palmer
<b>PRODUCT:</b>	1.5" Gravel - 20,000 – 30,000 cubic yards 3" Minus Gravel – 3,000 cubic yards
<b>PROJECT:</b>	Lem's Draw Pit

<b>APPARENT LOW:</b>	Brown Brothers
<b>2<sup>ND</sup> LOW:</b>	Harward & Rees
<b>3<sup>RD</sup> LOW:</b>	Crowley Construction

NO.	BIDDER	BID
1	Holliday Construction – 1.5" Gravel	\$14.00/Cubic Yard
	Holliday Construction – 3" Minus Gravel	\$14.00/ Cubic Yard
2	Brown Brothers Construction – 1.5" Gravel	\$8.75/Cubic Yard
	Brown Brothers Construction – 3" Minus Gravel	\$4.75/Cubic Yard
3	TSJ Construction – 1.5" Gravel	\$19.45/Cubic Yard
	TSJ Construction – 3" Minus Gravel	\$15.77/ Cubic Yard
4	LeGrand Johnson Construction – 1.5" Gravel	\$15.00/ Cubic Yard
	LeGrand Johnson Construction – 3" Gravel	\$20.00/Cubic Yard
5	Harward & Rees – 3" Minus Gravel	\$8.75/Cubic Yard
	Harward & Rees – 1.5" Gravel	\$10.80/Cubic Yard
6	Crowley Construction – 1.5" Gravel	\$12.60/Cubic Yard
	Crowley Construction – 3" Minus Gravel	\$11.00/Cubic Yard

HOLLIDAY CONSTRUCTION, INC  
P.O. BOX 502  
BLANDING, UTAH 84511  
PHONE: 435-678-2028

March 8, 2023

San Juan County Road Department  
855 East Center Street  
P.O. Box 188  
Monticello, Utah 84535

TO WHOM IT MAY CONCERN:

Crushing Material at the Lem's Draw Pit  
1.5 " Gravel 20,000 – 30,000 \$14.00 per yard  
3" Minus 3,000 yards \$14.00 per yard

Sincerely,



Holliday Construction  
Jason Holliday, President





Brown Brothers Construction Company, Inc.  
90 North 200 East, P.O. Box 249  
Loa, Utah 84747  
(435) 836-2685 - Office

Bid Date: Wednesday, March 8, 2023  
Submitted To: San Juan County  
Road Department

**LEM'S DRAW CRUSHING - 2023**

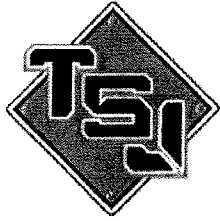
ITEM NO.	QNTY	UNIT	ITEM DESCRIPTION	UNIT PRICE
1	20,000 - 30,000	CY	1.5" Gravel - Crushed and Stockpiled per San Juan County Specifications	\$ 8.75
2	3,000	CY	3" Minus Gravel - Crushed and Stockpiled per San Juan County Specifications	\$ 4.75

This bid is submitted by and on behalf of Brown Brothers Construction

Signed: Ellis Brown

Date: March 8, 2023

Ellis Brown  
Corporate President  
Brown Brothers Construction



**CONSTRUCTION, LLC.**

TSJ Construction LLC  
PO Box 453  
Cleveland, UT, 84518  
Ph. 435-653-1910

Item 6.

<b>To:</b> San Juan County Road Dept	<b>Contact:</b>
<b>Address:</b> 885 East Center Street, PO Box 188 Monticello, UT 84535	<b>Phone:</b>
<b>Project Name:</b> San Juan Co Rd Lem's Draw Crushing	<b>Fax:</b>
<b>Project Location:</b>	<b>Bid Number:</b>
	<b>Bid Date:</b>

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1.5" Gravel Production	30,000.00	CY	\$19.46	\$583,800.00
	3" Minus Production	3,000.00	CY	\$15.77	\$47,310.00
<b>Total Bid Price:</b>					<b>\$631,110.00</b>

**Notes:**

- Notes

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>TSJ Construction LLC</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> _____</p>
---	---



*Proposal*

LEGRAND JOHNSON CONSTRUCTION CO.  
 4910 Old Airport Road  
 Moab, UT 84532  
 Phone: (435) 259-5809 Fax: (435) 259-5675

Proposal Submitted To San Juan County Road Dept	Phone 435.587.3230	Date 3/6/2023
Street 885 East Center Street	Job Name Lem's Draw Gravel Crushing	
City, State, and Zip Code Monticello, UT 84535	Job Location Lem's Draw	
Attn: Monica Alvarado	Email: malvarado@sanjuancounty.org	
<p>We bid the following price for crushing of material:</p> <p><b>30,000 Cubic Yards of 1.5" Minus Gravel</b>                      <b><u>\$15.00 per Cubic Yard</u></b>  <b>3,000 Cubic Yards of 3" Minus Gravel</b>                      <b><u>\$20.00 per Cubic Yard</u></b></p> <p>Includes mobilization, equipment, and labor necessary to complete the crushing</p>		
<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.</p>		
<p>Authorized Signature</p> <p style="text-align: center;">NOTE: The proposal may be withdrawn by us if not accepted within <u>30</u> days</p>		
<p><b>Acceptance of Proposal:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p>	<p>_____ Signature</p> <p>_____ Signature</p>	
<p>_____ Date of Acceptance</p>		



# PROPOSAL

TO: San Juan County - Road Department  
 PO Box 188 • 885 East Center St  
 Monticello, UT 84535

Date: March 1, 2023

**Project**

Name: Lem's Draw

Item	Description	Qty.	Unit	Unit Price	Amount
1	3" Minus Gravel	3,000	CY	\$ 8.75	\$ 26,250.00
2	1.5" Spec Gravel 20,000 to 30,000		CY	\$10.80	\$ -
			CY		\$ -
Subtotal					\$ 26,250.00
Sales Tax					
Total Due					\$ 26,250.00

# Crowley Construction, Inc.

Gary and Phyllis Crowley  
310 S. Eastland Rd CR#312  
HC 63 Box 66

Monticello, Utah 84535

Office: 435-587-2377 Fax: 435-587-3409

Environmental Remediation - Gravel Products - Road Construction - Reclamation - Site Preparation  
Land Leveling - Mineral Exploration - Erosion Control - Trucking - Heavy Equipment Hauling

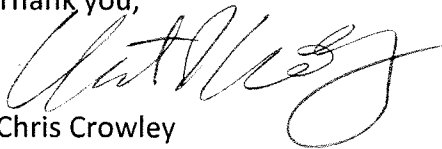
San Juan Road Department  
885 East Center Street  
PO Box 188  
Monticello, Ut 84535

Lem's Draw Sealed Bid

Bid for 1.5 " Gravel - \$12.60/cy

Bid for 3" Gravel - \$11.00/cy

Thank you,



Chris Crowley  
VP Operations



## COMMISSION STAFF REPORT

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**MEETING DATE:** March 21, 2023

**ITEM TITLE, PRESENTER:** Consideration and Approval of dust suppressant purchase, Presented by TJ Adair, Road Superintendent

**RECOMMENDATION:** Approval to Purchase

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### SUMMARY

This dust suppressant is used by San Juan County Road Department for dust control projects on certain county roads. San Juan County Road Department has used this product for many years and is quite pleased with its performance.

### HISTORY/PAST ACTION

Approved for purchase last year.

### FISCAL IMPACT

\$51,156.00 – In 2023 Budget



## ROAD DEPARTMENT

P.O. Box 188 | 885 East Center St | Monticello, Utah 84535  
(435) 587-3230 | Fax: (435) 587-2771

Item 7.

March 14, 2023

**RE: Sole Source Justification – CBA/Custom Blend – A Dust Suppressant**

To Whom It May Concern,

San Juan County Road Department would like to purchase Custom Blend – A Dust Suppressant for routine dust control projects in 2023. The CBA/Custom Blend – A Dust Suppressant has been used by San Juan County for approximately seven years and works better than regular Magnesium Chloride and lasts longer.

Desert Mountain Corporation has been San Juan County Road Department's supplier for many years and introduced this project to our area. Desert Mountain will deliver and apply the product and we have been pleased with their performance and their product's performance.

Thank you for your consideration in approving this purchase.

Sincerely,

Todd Adair  
San Juan County  
Road Superintendent

PO Box 1633, Kirtland, NM 87417-1633  
 Office: 505-598-5730

**CUSTOMER ESTIMATE** Item 7.  
 \*\*\* Good for 30 days from date shown below \*\*\*

**Sales Representative:** Doyle Villers  
**Cell Phone #:** 970-844-0811  
**eMail:** d.villers@desertmtncorp.com

**Bill to:** San Juan County, UT  
 P.O. Box 188  
 Monticello, UT  
**Zip:** 84535

**Sales Tax ID#:** na  
**AP Name:** Monica Alvarado  
**AP Phone#:** 435-587-3230  
**AP eMail:** malvarado@sanjuancounty.org

**Ship to:** San Juan County, UT  
 Various Road Locations  
 Monticello **State:** UT **Zip:** 84535

**County:** San Juan  
**Site Contact:** Clark Hawkins  
**Site Phone#:** 435-587-3225  
**Site eMail:** chawkins@sanjuancounty.org

**Date:** 2/21/2023  
**MAIN CONTRACT #**  
**PURCHASE ORDER #**  
**\*FUEL SURCHARGE\***  
 PADD4 None

~ INTERNAL USE ONLY ~      **DMC Location Code** NM01      **Mileage from NM01** 125      ~ INTERNAL USE ONLY ~

Quantity	Unit	Item Code / Description	Item Notes	Price	Total	
P R O D U C T S	40,600	Gal	CBA / Cust Blend-A	Delivered and Applied	1.26	51,156
						-
						-
						-
S E R V I C E S						-
						-
						-
						-
						-
						-
						-

\* Fuel Surcharge May be applied if fuel goes above the per gallon price of \$5  
 \*\* Sales Tax (If Applicable it will be in addition to the SUBTOTAL)  
 \*\*\* Any Stand-by Time associated with contractor delays (pre-watering not complete, shutdowns, etc...) will be charged at \$140 per hour

<b>SUBTOTAL</b>	51,156
<b>SALES TAX**</b>	0.000% -
<b>MISC</b>	-
<b>GRAND TOTAL</b>	\$ 51,156

**Job Description and Special Notes**

Date:	4-11 8am	CR179, Wilson Arch (25 miles N. of Monticello)	Gallons:	3,900
Date:	4-15 8am	CR350, 6 Miles E. of Monticello	Gallons:	3,650
Date:	4-18 11am	CR308, 5 Miles E. of Monticello	Gallons:	7,300
Date:	4-13 8am	CR215, Wibbs Hill (3 Miles N. Blanding)	Gallons:	3,900
Date:	4-13 8am	CR331, 6 Miles N. of Monticello	Gallons:	3,650
Date:	4-26 8am	CR285, 6 Miles Johnson Creek (8 miles N. of Blanding) + 2 miles	Gallons:	10,500
				18,200

When placing Order you MUST sign Here----->

\_\_\_\_\_  
 Signature and Title Date





## COMMISSION STAFF REPORT

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**MEETING DATE:** March 21, 2023

**ITEM TITLE, PRESENTER:** Consideration and Approval of the Letter of Support to Kigalia Fine Arts Council's Grant Application to the Utah Arts and Museum, Commissioner Silvia Stubbs

**RECOMMENDATION:** Make a motion approving the Letter of Support

---

### SUMMARY

San Juan County has been asked for a letter of support for the grant application to the Utah Arts and Museum Grant for Kigalia Fine Arts Council located in Blanding, Utah.

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

N/A



## SAN JUAN COUNTY COMMISSION

Item 8.

Bruce Adams	Chairman
Silvia Stubbs	Vice-Chair
Jamie Harvey	Commissioner
Mack McDonald	Administrator

Utah Division of Arts and Museum  
3760 South Highland Drive  
Salt Lake City, Utah 84106

Dear Friends:

RE: Support for Kigalia Fine Arts Council

For centuries, San Juan County has been a resource for cultural offerings and art; as seen upon the walls and canyons throughout San Juan County. As these cultural traditions continue to this day, artist throughout this County continue to need support to carry on these traditions and cultural demonstrations. As youth in our county find ways to blend modern elements yet recognizing their culture and traditional ways in their expressions, we continue to encourage these forms of communicating one with another and telling of our stories here in San Juan County.

San Juan County Commission supports these efforts and any efforts of expression that builds upon our history, and our cultures. We encourage your support for the funding request for the Kigalia Fine Arts Council. Their efforts here in the County is the nurture and promote local artists and performers. Through their efforts they help build a sense of community.

Sincerely,

Bruce Adams  
Commission Chairman



## COMMISSION STAFF REPORT

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**MEETING DATE:** March 21, 2023

**ITEM TITLE, PRESENTER:** Consideration and Approval of the Governor's Office of Economic Opportunity Local Broadband Planning Grant Contract for \$50,000 with the State of Utah and San Juan County, Mack McDonald, Chief Administrative Officer

**RECOMMENDATION:** Make a motion approving the contract

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### SUMMARY

San Juan County applied for and received \$50,000 in funding for the Local Broadband Planning Grant to assist the County and to establish a Broadband plan for the seven Navajo Nation Chapters, White Mesa Utes and West Water. San Juan County will be contracting with Horrocks Engineers to provide the consulting services utilizing the State's contract with Horrocks Engineers.

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

An increase of \$50,000 for consulting/administrative services.



**STATE OF UTAH CONTRACT**  
**The Governor's Office of Economic Opportunity**  
**Local Broadband Planning Grant Contract**

1. **CONTRACTING PARTIES:** This Local Broadband Planning Grant contract (this "Contract") is between the State of Utah, Governor's Office of Economic Opportunity ("GOEO"), the Utah Broadband Center, referred to collectively as the "State", and the following Grantee:

San Juan County Government  
 117 South Main St. PO Box 490  
 Monticello, Utah 84535

Contact Person: Mack McDonald  
 Contact Phone: (435) 587-3225  
 Contact Email: [mmcdonald@sanjuancounty.org](mailto:mmcdonald@sanjuancounty.org)  
 Legal Status of Contractor: Governmental Agency  
 Vendor #: VC0000114664

The State and Grantee are sometimes referred to individually as "Party" or collectively as "Parties."

2. **THE GENERAL PURPOSE OF THIS CONTRACT:** The purpose of this contract is to provide a conditional grant, to Grantee under the Local Broadband Planning Grant program. This program will provide funding to support the development of a local digital connectivity plan that identifies priority areas for broadband infrastructure deployment as well as broader plans to address barriers to connectivity. This grant program is intended to support organizations such as municipalities or association of governments as they work with stakeholders and community partners to identify projects to expand access to high-speed internet in their communities. As required by Utah Code § 63N-17-201 (3)(a) the Utah Broadband Center shall "ensure that publicly funded broadband projects continue to be publicly accessible and provide a public benefit."
3. **AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-17-101 et seq (Utah Broadband Center enabling act).
4. **CONTRACT PERIOD:**  
 Effective date: March 1, 2023  
 Termination date: August 1, 2023, with no option for renewal. Unless either party terminates this Contract in accordance with the terms and conditions set forth herein, this Contract will remain in effect for the entire term.
5. **CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award (the "Grant") of up to \$50,000.00, (the "Grant Funds") which represents the maximum amount that will be awarded under this Contract.
6. **BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:**
- a) Grantee agrees to abide by the terms and conditions outlined in Attachment B: Local Broadband Planning Grant Terms and Conditions, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
  - b) Grantee shall use the Grant Funds solely for the purposes outlined in Attachment B: Local

- Broadband Planning Grant Terms and Conditions, and Attachment C: Project Plan which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in and the costs allowable under this Contract, program policies and procedures.
- c) **Source of Grant Funds.** Grant Funds come from State or Federal appropriations. State shall notify Grantee of the source of funds prior to disbursement to Grantee. If the Grant Funds come from Federal appropriations, then use of those funds shall be subject to Federal requirements, which requires that Grantee solicit, through a competitive bidding process, the services to complete the Project, in addition to other Federal requirements such as those set forth below, depending on the source of those funds:
- d) **Requirements for Grant Funds from BEAD.** Due to the Grant Funds being from the federal BEAD program administered by the National Telecommunications and Infrastructure Administration (NTIA), the Grantee agrees to comply with all applicable State and Federal rules and regulations, including but not limited to the following: requirements of the Broadband, Equity, Access & Deployment Program (BEAD), authorized by the Infrastructure Investment and Jobs Act of 2021, Division F, Title I, Section 60102, Public Law 117-58, 135 Stat. 429 (November 15, 2021), also known as the Bipartisan Infrastructure Law; the requirements set forth in the Notice of Funding Opportunity (NOFO) published on May 13, 2022, and compliance with 2 C.F.R. Part 200 (regarding Grants and Agreements), and Human Subject Research requirements (it is recommended that Grantees use the pre-approved survey provided by the State).<sup>1</sup>

**7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**

Attachment A: Standard Terms and Conditions for Grants

Attachment B: Local Broadband Planning Grant Terms and Conditions

Attachment C: Project Plan

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

**8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**

Grantee's Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Utah Code § 51-2a and Utah Code Title 63J.

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<sup>1</sup> If Grantees do not use the State survey form, then Grantee's form must comply with Federal Human Subjects Research (HSR) Guidance: <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-08/BEAD-Planning-Grant-HSR-Guidance-Final-9-29-2022.pdf> If a Grantee elects not to use the state survey and wants to have their own surveys reviewed in accordance with the HSR guidelines from NTIA, then the Grantee shall share the results of that review with the State. Grantee shall also share with State the results of the HSR.

**BY SIGNING THIS CONTRACT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS CONTRACT**

THE STATE OF UTAH

SAN JUAN COUNTY GOVERNMENT

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date:

Utah Broadband Center

\_\_\_\_\_

Name:

Title:

Date:

Governor's Office of Economic Opportunity

\_\_\_\_\_

Name:

Title:

Date:

Governor's Office of Economic Opportunity

\_\_\_\_\_

Name:

Title:

Date:

Governor's Office of Economic Opportunity

\_\_\_\_\_

Date:

Division of Finance

State of Utah

Contract Number: 230630640

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a. **“Contract”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
  - b. **“Grant Money”** means money derived from State fees or tax revenues that are owned, held, or administered by the State.
  - c. **“Grantee”** means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
  - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
  - e. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
  - f. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee’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, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee’s performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee 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. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.
6. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the state of Utah agency effectuating this Contract.
7. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee’s performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of Grantee’s liability, including a limitation of liability clause for anyone for whom Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
8. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah’s Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee’s employees.
9. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
10. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.

- 11. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State 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'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.
- 12. INSURANCE:** Grantee shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Grantee shall provide a Certificate of Insurance to the State of Utah as proof of the general liability insurance policy and other required insurance policies to the State prior to any disbursement or payment from the State of Utah. Grantee must add the State of Utah as an additional insured with notice of cancellation. During the term of this Contract, Grantee shall renew insurance coverage and provide the renewed Certificate to the State. Failure to provide proof of insurance, as required, shall be deemed a material breach of this Contract. Grantee's failure to maintain this insurance requirement for the term of this Contract shall be grounds for immediate termination of this Contract.
- 13. WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
- 14. PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
  - a. Grantee may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
- 15. PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
- 16. REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
- 17. ASSIGNMENT:** Grantee 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.
- 18. NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom Grantee is liable. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
- 19. PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
- 20. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
- 21. OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have 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.
- 22. WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.



- 23. ATTORNEYS' FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
- 24. 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's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
- 25. SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
- 26. 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.
- 27. 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: 21 March 2019)

*[The remainder of this page is intentionally left blank]*

DRAFT

**ATTACHMENT B: LOCAL BROADBAND PLANNING GRANT TERMS AND CONDITIONS**

1. **PROJECT DESIGN AND SCOPE OF WORK:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C. Grant Funds awarded under this Contract shall be used by Grantee to accomplish the project described therein.
  
2. **USE OF FUNDS:**
  - a) Grantee shall use Grant Funds to complete the Project Plan as outlined in Attachment C and in Grantee's application for the Local Broadband Planning Grant.
  - b) The project shall be located within the State of Utah.
  - c) The following activities are allowable ("Eligible Costs") for use of grant funding:
    - i. Consultant costs for planning activity support. Grantee may contract with a new or existing consultant.
    - ii. Grantee may request technical assistance from the Utah Broadband Center consultant, Horrocks Engineering. These services include:
      1. Local engagement toolkit,
      2. Determination of priority project areas,
      3. Mapping cost projections for future projects,
      4. Execution strategy implementation toolkit,
      5. Resource sustainability planning,
      6. Alignment of existing and new connectivity plans,
      7. Asset inventory, including methods for determining broadband availability, and
      8. Needs and gaps assessments, including population density map and equity zone.
    - iii. Research and data collection, including travel costs incurred as part of these efforts.
    - iv. Outreach communications related to the development of the digital connectivity plan, including outreach events.
    - v. Asset mapping to catalog broadband adoption, affordability, equity, access, and deployment activities.
    - vi. Mapping efforts to identify unserved and underserved locations.
    - vii. Conducting surveys of unserved, underserved, and underrepresented communities to better understand barriers to adoption.
    - viii. Indirect/F&A costs (capped at 2% of the grant award).
  - d) The following activities are ineligible costs for this grant funding:
    - i. Subgrants.
    - ii. Construction costs, including permitting and supplies.
    - iii. Equipment costs.
    - iv. Project implementation costs. Grant Funds shall only be used to support planning efforts.
  
3. **FUNDING:** All Grant Funds awarded under this Contract are subject to the following funding conditions:
  - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed.
  - b) Upon execution of this Contract, Grantee may select and request one of the following payment options:
    - i. Periodic disbursements of grant funds, such as progress payments, in accordance with a timeline and project milestones to be completed by certain dates, subject to prior approval by the State. With this timeline and milestones, Grantee may submit an invoice for up to 75% of the Contract Amount, to be disbursed in periodic payments after verification of the completion of the milestones; or

- ii. Subject to the discretion of the State, the full 75% may be distributed to the Grantee up front.
  - c) By June 1, 2023, Grantee shall submit their local connectivity plan. The State shall review the local plan and either approve it or request revisions from the Grantee. If requested, the Grantee shall submit a revised local connectivity plan by August 1, 2023.
  - d) Upon approval of the local connectivity plan and completion of the project, Grantee shall submit an invoice for the final, remaining 25% of the Contract Amount, to be reimbursed upon Grantee providing the State with the final financial report.
  - e) The State shall perform a monthly grant progress review after Grantee has been awarded the Grant Funds. Based on the review outcome, the State shall have the sole right to adjust the amount of the Grant Funds paid to Grantee for reimbursement in future payments, or awarded overall to Grantee.
  - f) The final delivery of the Contract Amount shall be distributed as reimbursement for dollars spent by the Grantee for Eligible Costs within the scope of the Grantee's project as described in Attachment C.
  - g) Grant Funds not used by Grantee for Eligible Costs during the term of this project shall be returned to the State. In addition, if the Project as described in Attachment C is not completed by the Contract Termination Date, the State shall have the right to recover from Grantee any Grant Funds previous advanced.
  - h) In no event shall payments from the State to Grantee exceed, in sum, the Contract Amount or the full cost of the project.
4. **REQUIREMENTS FOR REIMBURSEMENT OF GRANT FUNDS:** The State shall make available to Grantee an online portal allowing Grantee to make requests for final reimbursement of the remaining 25% of Grant Funds. The Compliance Department of the Governor's Office of Economic Opportunity shall examine the key elements in Attachment C: Project Plan and compare with delivered products or services to determine reimbursement qualification. In addition to documentation relating to the key elements as stated above, Grantee shall submit the following documentation upon final reimbursement request:
- a) A Letter of Request on entity letterhead specifying the amount requested and certifying that the project is fully completed and all project invoices to Grantee have been paid by Grantee. The Letter of Request shall be signed, and the accuracy of the information verified by a company officer.
  - b) A summary on a template provided by the Grantee of all invoices and evidence of payment (i.e., checks, bank statements, loan agreements) for work on the project.
  - c) A final report documenting an actionable local digital connectivity plan that identifies priority areas for broadband infrastructure deployment as well as broader plans to address barriers to connectivity.
5. **REIMBURSEMENT REQUESTS:** Requests shall be submitted to the State electronically through the online portal. A link to the online portal will be sent to Grantee upon the completion of the processing of this Contract. Grantee shall document that all the grant money received by the Grantee for this project was spent on eligible costs and efforts towards the project.
6. **SCHEDULE OF PAYMENT:** All reimbursements are subject to a performance review of goals and benchmarks established by the Grantee's Project Plan. Grant Funds shall be disbursed as follows:
- a) Reimbursement requests received by Go Utah more than six (6) months after the Contract termination date **WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.**
  - b) Grant amount is payable within sixty (60) days of a complete request. Final payment shall be made only after approval of the completion of the project.
  - c) Successful completion will be determined by the State, based on documentation of completion of goals and benchmarks as outlined in Attachment C and as defined above.

- d) In no event shall payments exceed the total Grant amount provided for in this Contract. Funds shall be disbursed within sixty (60) days of the receipt of a complete request from Grantee and approved by the Compliance Department of Go Utah, in cooperation with the Program Director.

7. **REPORTING REQUIREMENTS:**

- a) Grantee shall participate in monthly cohort conference calls throughout the term of this Contract. The State shall provide Grantee with reasonable notice of such calls.
  - b) On or before June 1, 2023, Grantee shall submit a report to the State that describes and contains the following information:
    - i. An initial draft of Grantee's digital connectivity plan, and
    - ii. A financial report describing the amount of Grant Funds expended to date.
  - c) On or before September 1, 2023, Grantee shall submit a final written report to the State that describes and contains the following information:
    - i. The amount of Grant Funds the Grantee has received,
    - ii. How the Grant Funds have been utilized by the Grantee, including:
      - a. A copy of Grantee's digital connectivity plan,
      - b. The amount of the Grant Funds expended to date, and
      - c. A summary of progress made towards the project as outlined in Attachment C.
    - iii. A summary on a template provided by the Grantee of all invoices along with evidence of payment (i.e., checks, bank statements, loan agreements) for work on the project.
  - d) Any other reporting, auditing, or post-performance requirements requested by the State.
8. **SITE VISITS:** The State and third-party auditors reserve the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
9. **ACCESS TO DATA:** At State's request Grantee shall allow State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's Project Plan.
10. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any Grant Funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
11. **STATE CONTACT PERSON:** The State designates the current Incentive and Grants Managing Director, or designee at Go Utah, as the contact person at Go Utah to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
12. **EVALUATION:** The State reserves the right to review the independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
13. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, if Grantee breaches any of the terms of this Contract, including failure to provide actionable plan, as determined by the State, 30

days after the required date of reporting found in section 7.

14. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

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## ATTACHMENT C: PROJECT PLAN

### PROJECT PROPOSAL:

The purpose of developing local digital connectivity plans is to identify local broadband access, affordability, equity, and adoption needs and to adopt strategies, goals, and initial measures to meet those needs. The local digital connectivity plans developed by recipients of the Local Broadband Planning Grant will identify priority areas for broadband infrastructure deployment as well as plans to address additional barriers to connectivity. These plans must include:

- Executive summary of the local digital connectivity plan. The plan will encompass a five-year strategic plan which will address both state statute Utah Code §63N-17-202(c) and federal requirements of the Broadband Equity Access and Deployment (BEAD) program. The plan will identify specific areas of broadband infrastructure gaps, digital inclusion/access/equity strategies, stakeholder partnerships, and other essential strategies to bring affordable broadband to every local citizen.
- Community vision and goals for broadband deployment and digital access over the next five years.
- Description of process used to gather information and develop the local digital access plan, including details about specific types of outreach and data analysis.
- Detailed description of existing resources, both financial and otherwise, that support broadband infrastructure deployment and digital access.
- Detailed description of existing and potential partnerships that are or will be engaged in local digital connectivity plan development and/or ongoing connectivity efforts.
- Inventory of current broadband assets, both hard assets and soft assets, that can be leveraged to close the digital divide. Assets relating to infrastructure, broadband adoption, broadband affordability, and digital access must each be included.
- Analysis of current service levels, including speeds and pricing, for all available technologies.
- Assessment of the needs and gaps between the current state and the community's needs in terms of broadband infrastructure, broadband adoption, broadband affordability, and digital access.
- Identification of existing and potential obstacles or barriers that the community may encounter during the development and implementation of the local digital connectivity plan.

After the local digital connectivity plan is completed and submitted to the Utah Broadband Center, it will be incorporated into the state of Utah's five-year BEAD Digital Connectivity Plan and submitted to the National Telecommunications and Information Administration. This five-year statewide digital connectivity plan will be a crucial resource in determining the state's priorities regarding broadband infrastructure deployment and digital access efforts.

Additional and specific partners include:

- RFP consultant/planner

### SCOPE OF WORK:

Provide innovative solutions to expand the access, adoption, and use of high-speed internet and its related technologies to all people. Perform outreach to each of the cities, towns, partners, and stakeholders to gain feedback regarding the broadband connectivity conditions across the applicant's region. Utilize existing data sets, in combination with new data collection efforts, to identify areas of need regarding broadband infrastructure and digital access. The Recipient, in creating the local digital connectivity plan, will encompass both infrastructure and digital inclusion through the following main areas:

- Development of a local digital connectivity plan with a first draft provided to the Utah Broadband Center on or before June 1, 2023 and a final draft provided to the Utah Broadband Center on or before August 1, 2023. The Successful Recipient will (1) collaborate with local agencies, political subdivisions, broadband industry stakeholders and representatives, and community organizations that focus on broadband services and technology access; (2) examine broadband service needs related to the following areas:
  - Households
  - Businesses
  - Farms
  - Local anchor institutions
  - Smart cities
  - UDOT fiber optics
  - Utah Education and Telehealth Network
  - Other broadband connectivity related activities
- Meeting one-on-one with community leaders and staff with knowledge of the availability<sup>2</sup> of high-speed internet connectivity and accessibility<sup>3</sup> in the community. The meetings will be done through various means including but not limited to county and city council or commission meetings, tribal council meetings, special service district meetings; etc.
- Meetings with ISPs to identify and discuss their areas of service, future plans, and partnerships with the state and local communities
- Carry out public engagement strategies to ensure that all relevant stakeholders are involved with plan development, including stakeholders from the nine covered populations:
  - Individuals who live in households at or under 150% of the federal poverty level
  - Aging individuals
  - Incarcerated individuals, other than individuals who are incarcerated in a Federal correctional facility
  - Veterans
  - Individuals with disabilities
  - Individuals with a language barrier, including individuals who (a) are English learners; and (b) have low levels of literacy
  - Individuals who are members of a racial or ethnic minority group
  - Individuals who primarily reside in a rural area
  - New Americans
- Assess the current status of the broadband infrastructure at an address level regarding universal access, pricing, network speed and bandwidth, resiliency, reliability, and stability with hard numbers. The Utah Residential and Commercial Broadband Availability Maps, the Unserved Broadband Areas of Need Map, the office of the Utah Geospatial Resource Center, and other resources currently available from the state may be used to assist with this process.
- Analyze data from the statewide speed test map and broadband availability maps to identify broadband deficiencies at addresses, and identify gaps, inclusive of address-level assessment,

<sup>2</sup> Availability here means the adequate technology and infrastructure is in place and is able to be physically connected to an address location.

<sup>3</sup> Accessibility here means the household has the monetary means, the skill set, the devices and capability to connect to the internet at their home address.

regarding universal access, pricing, network speed, bandwidth, resiliency, reliability, and stability.

- Provide recommendations to address the identified gaps, including but not limited to infrastructure changes, expansion, or deployment and related costs and timeline to complete; preferably within the federal deadline guidelines over the next five years.
- Where possible, identify and quantify the economic and social impact of gaps identified.
- Identify specific areas of unserved and underserved areas based on the state's updated Residential Broadband Availability map, the state's commercial broadband map, unserved broadband map, the statewide speed test data map; and by working with local cities, towns, incorporated areas and counties.
- Conduct outreach with communities, broadband providers, and tribal, and local governments to ensure they are looking at their own areas of broadband need, and are engaged in creating proactive strategic plans.
- Utilize and promote the Connecting Utah website and surveys. Collect surveys from the various demographics of elected officials, government employees, tribal leaders, residents, and businesses.
- Attend monthly cohort meetings with Local Broadband Planning Grant recipients and Utah Broadband Center staff members to receive technical assistance and support.

Additional and specific action items as provided in the application include:

Issue a RFP for a company to work with the County in developing a plan, scheduling stakeholder engagement discussions, and meetings with the Navajo Nation Broadband Department. Included in this is a full analysis of what has been done and develop the coordination of engaged partners.

#### **DELIVERABLES AND OUTCOME:**

The Grantee will deliver a concise first draft plan on or before June 1, 2023 based on:

- Stakeholder outreach
- The state's current Utah Residential Broadband Availability web map
- The state's current Commercial Broadband web map
- The state's unserved broadband web map
- The Utah Speed Test results map
- Other federal or relevant sources for broadband mapping in the state

The Grantee will compile from the local meetings, broadband providers, the web maps, etc., a local digital connectivity plan that will show areas, communities, even neighborhoods prioritized by economic need and broadband speeds of first, unserved broadband definition of less than 25 Mbps download and 3 Mbps upload speeds, and second underserved broadband definition of less than 100 Mbps download and 20 Mbps upload speed, the Grantee will identify areas of economic need where households or multi-dwelling units may have broadband availability but are unable to access based on affordability; the Grantee will identify areas where community members are unable to access based on digital skills gaps or lack of devices; the Grantee will design a plan that incorporates and strategizes broadband efforts from UDOT, UETN, and other local and state agencies. The plan will give a yearly timeline of prioritized projects to be completed.

#### **TIMELINE:**



<b>Description</b>	<b>Date(s)</b>
<b>Local digital connectivity plan</b>	2023
Commencement of contract	Effective Date March 1, 2023
Deadline to submit rough draft local digital connectivity plan and financial report to Utah Broadband Center	June 1, 2023
Deadline to submit final local digital connectivity plan to Utah Broadband Center	August 1, 2023
Deadline to submit final financial report to Utah Broadband Center	September 1, 2023

**BUDGET:**

Consulting services: \$50,000.00

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## COMMISSION STAFF REPORT

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**MEETING DATE:** March 21, 2023

**ITEM TITLE, PRESENTER:** Consideration and Approval of a Standard Service Provider Contract with Horrocks Engineers, Inc for Consulting Services for Broadband Planning, Mack McDonald, Chief Administrative Officer

**RECOMMENDATION:** Make a motion approving the contract

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### SUMMARY

San Juan County applied for and received \$50,000 in funding for the Local Broadband Planning Grant to assist the County and to establish a Broadband plan for the seven Navajo Nation Chapters, White Mesa Utes and West Water. San Juan County will be contracting with Horrocks Engineers to provide the consulting services utilizing the State's contract with Horrocks Engineers.

The State of Utah Contract allows for the coordination with Counties and Municipalities but funding is allocated to the County.

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

\$45,000

**STANDARD SERVICE PROVIDER CONTRACT**

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

Service Provider:	Horrocks Engineers, Inc	Contact Phone Number:	(801) 763-5207
Contact Person:	Brian Christensen	Contact Email Address:	<a href="mailto:brianc@horrocks.com">brianc@horrocks.com</a>
Address:	2162 West Grove Parkway, Suite 100 Pleasant Grove, UT 84062	Type of Service:	Local Broadband Planning

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

The Service Provider, who has represented to the State of Utah, under Contract #236051, Solicitation RQS#063-22-35. FY 2022 that it is a competent and experienced service provider, desires to provide the contractual services under this contract.

In an effort to expedite these services and to meet Federal and State deadlines, San Juan County desires to sole source contract with Horrocks Engineers, Inc knowing that the State of Utah has vetted and qualified the service provider to provide these services and coordinate with Counties in this effort.

The parties therefore agree as follows:

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

- A. Service Provider shall provide full services required for complete the Local Broadband Planning efforts in San Juan County focusing on Aneth, Mexican Water, Red Mesa, Dennehotso, Teec Nos Pos, Oljato, Navajo Mountain, White Mesa Utes and Blue Mountain Chapter.
- B. Service Provider shall meet with the aforementioned entities to establish the following:
  - a. Existing technology throughout the Chapter and/or area
  - b. Establish a baseline analysis of speeds available with broadband or existing internet, if any.
  - c. Provide education and outreach tool kit for speed testing, available discount programs, and current Broadband connectivity efforts of the State and adjoining States and provide education materials for providers if appropriate.
  - d. If broadband or internet technology exists, does it exist throughout the entire community base and create maps of areas where that technology exists and does not exist and at what level.
  - e. Analyze and establish any physical or perceived barriers that exist that would delay or prevent broadband fiber being installed or connected to in the area.
  - f. Establish contact information with existing companies providing broadband or internet services currently in the area.
- C. Service Provider shall coordinate with existing partners engaged in Broadband efforts which includes San Juan County, the States of Utah, Arizona, Colorado, New Mexico, Navajo Nation and Towaoc Ute Tribes, Utah State University, Utah Navajo Health Services, Navajo Tribal Utility Authority, Navajo Utah Commission, and the Utah Education and Telehealth Network. Coordination to include some in-person and virtual meetings.
- D. Compile all data in digital and paper bound plan that includes the following:
  - a. Each areas technology situation including maps of areas connectivity or lack of.
  - b. Each areas challenges in connectivity for last mile connections
  - c. Each areas current connectivity efforts and each areas potential connectivity
  - d. Each areas barriers with possible solutions to connectivity problems
  - e. Develop a 5-year plan demonstrating potential connectivity efforts for last mile connections including estimated costs to connect for solutions recommended
  - f. Provide a list of contacts who participated in the planning or consultation services.
- E. Present final plan for approval and support with Aneth, Mexican Water, Red Mesa, Dennehotso, Teec Nos Pos, Oljato, Navajo Mountain, White Mesa Utes, Blue Mountain Chapter and San Juan County

**2. Compensation.**

- A. Upon the Service Provider’s completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider \$45,000.00 (Forty-Five Thousand Dollars and No/100’s).

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

**3. Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on September 30, 2023 at 11:59 p.m.

**4. Early Termination.**

- A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 8.
- B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.
- C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30<sup>th</sup> day after San Juan County's notice is effective under section 8.
- D. San Juan County may terminate this contract, which termination will be effective at the time San Juan County's notice is effective under section 8, if:
  - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
  - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

**5. Warranties.**

- A. The Service Provider warrants to San Juan County that:
  - (1) All materials and equipment furnished under this contract shall be:
    - (a) New;
    - (b) Of reasonable quality; and
    - (c) Free from faults and defects; and
  - (2) All services performed under this contract shall:
    - (a) Be of reasonable quality;
    - (b) Conform with reasonable professional standards; and
    - (c) Conform to codes, regulations, and laws.
    - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.

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

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
  - (1) Each occurrence - \$1,000,000.00;
  - (2) Damage to Rented Premises - \$300,000.00;

- (3) Medical Exp. (Any one person) - \$5,000.00;
- (4) Personal and Adv. Injury - \$2,000,000.00;
- (5) General aggregate - \$2,000,000.00; and
- (6) Products – Comp/Op aggregate - \$2,000,000.00;

- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers’ Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers’ Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

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

- 7. Indemnification.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against San Juan County, San Juan County’s officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees (“San Juan County Indemnitees”) that arises out of this contract or the acts or omissions of Service Provider (each, a “Claim”), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”) and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (“Litigation Expense”) (Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.
- 8. Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>	<u>Service Provider</u>
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	With a copy to: San Juan County Attn: Attorney’s Office PO Box 9 Monticello, UT 84535
	Horrocks Engineers, Inc. 2162 West Grove Parkway, Suite 100 Pleasant Grove, UT 84062

- 9. Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.
- 10. Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
  - A. Any discretion granted under this contract;
  - B. Any right to satisfy a condition under this contract;
  - C. Any remedy under this contract; or
  - D. Any obligation imposed under this contract.

Any purported transfer in violation of this section will be void.

- 12. Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.

**13. Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.

**14. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.

**15. Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

**16. Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

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

<p>SAN JUAN COUNTY</p>  <p>By: _____</p> <p style="padding-left: 40px;">San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p>  <p>_____</p> <p>Lyman Duncan San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>HORROCKS ENGINEERS</p>  <p>By: _____</p>
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# STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: Department Name: Governor’s Office of Economic Opportunity Agency Code: 063 Division Name: Utah Broadband Center, referred to as the State Entity, and the following Contractor:

<u>Horrocks Engineers, Inc.</u>		
Name		
<u>2162 West Grove Parkway, Suite 400</u>		
Address		
<u>Pleasant Grove</u>	<u>UT</u>	<u>84062</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

Sole Proprietor

Non-Profit Corporation

For-Profit Corporation

Partnership

Government Agency

Contact Person: Brian Christensen Phone # (801)369-9090 Email: BrianC@Horrocks.com  
Vendor # 42496J Commodity Code # 54005

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to design a State of Utah Digital Connectivity Plan

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RQS# 063 22-35, FY2022, Bid# CT22-141, or other method: N/A. Additional services related to the scope of work of this contract may be negotiated between the State Entity and the Contractor. In the event of changes that require additional work and funds, the contract may be amended upon mutual agreement of the parties. Any such amendment(s) must include document justification. Additional work is not guaranteed.

4. CONTRACT PERIOD: Effective Date: 9/1/2022 Termination Date: 8/30/2027 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$947,700.00 for costs authorized by this contract unless additional funding is negotiated as outlined in section 3 of this contract. Notwithstanding the foregoing, up to \$600,000.00 of additional funding may be added to this Contract upon mutual agreement of the parties and by amendment to the Contract Scope of Work. The availability of such addition of funds shall not be guaranteed and shall be at the State’s sole determination and discretion. Prompt Payment Discount (if any): N/A. Additional information regarding costs: \_\_\_\_\_

6. ATTACHMENT A: State of Utah Standard Terms and Conditions for  Goods or  Services  
ATTACHMENT B: Scope of Work  
ATTACHMENT C: Pricing  
**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:  
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, and Contractor’s response to Bid #CT22-141 dated 8/10/2022.

8. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

**THE STATE OF UTAH  
APPROVING AUTHORITIES**

**HORROCKS ENGINEERS, INC.**

  
\_\_\_\_\_

  
\_\_\_\_\_

Name: Kori Ann Edwards  
Title: Managing Director, Operations  
Date: 8/25/2022  
Governor’s Office of Economic Opportunity

Name: Brian Christensen  
Title: Principal  
Date: 8/25/2022

  
\_\_\_\_\_

Name: Kamron Dalton  
Title: FINANCE DIRECTOR  
Date: 8/29/2022  
Governor’s Office of Economic Opportunity

  
Windy Aphayrath (Aug 30, 2022 09:40 MDT) **08/30/2022**

Name:  
Title: Director of Purchasing  
Date:

State of Utah  
Division of Purchasing

<u>Rebecca Dilg</u>	<u>(801)538-8681</u>	<u><a href="mailto:RDilg@Utah.gov">RDilg@Utah.gov</a></u>
Agency Contact Person	Telephone Number	Email

(Revision 05 June 2022)



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

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a. **“Confidential Information”** means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b. **“Contract”** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
  - c. **“Contract Signature Page(s)”** means the State of Utah cover page(s) that the State Entity and Contractor sign.
  - d. **“Contractor”** means the individual or entity delivering the Services identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
  - e. **“Custom Deliverable”** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
  - f. **“Services”** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - g. **“Proposal”** means Contractor’s response to the State Entity’s Solicitation.
  - h. **“Solicitation”** means the documents used by the State Entity to obtain Contractor’s Proposal.
  - i. **“State Entity”** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - j. **“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.
  - k. **“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.
  - l. **“Work Product”** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor’s intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including the requirements set forth in the BEAD Notice of Funding Opportunity, the U.S. Department of Commerce Financial Assistance Standard Terms and Conditions, and the U.S. Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor’s performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as “E-verify”, only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
  1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility

status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

Item 10.

3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

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

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

17. **RESERVED.**

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

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

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

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

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

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

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

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

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

26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party

claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

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

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

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
  2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
  3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
  4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
39. **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.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **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.
44. **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.
45. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 15 April 2021)

-- END OF ATTACHMENT A --

## ATTACHMENT B: SCOPE OF WORK

### Consultant with Broadband Expertise to Design State of Utah Digital Connectivity Plan

#### 1. Purpose, Background, and Scope of Services

##### 1.1 Purpose

The Utah Broadband Center (UBC) is seeking a Contractor that can demonstrate experience coordinating large-scale telecommunication infrastructure projects, capability to assist government and economic development agencies with a regional/community broadband needs assessment, developing and implementing a strategy for archiving grant information, mapping, and other related activities. Therefore, UBC is seeking a Contractor to support:

- Development of an updated statewide Digital Connectivity Plan (DCP). The plan will encompass a five-year strategic plan which will fulfill both state statute Utah Code §63N-17-202(c) and federal requirements of the Broadband Equity Access and Deployment (BEAD) program and the federal Digital Equity Act (DEA). A separate program director will work on the issue of digital equity in Utah. The Contractor will interface and work with that program director and include the State's digital equity plan in the BEAD five-year plan. The final plan will identify specific areas of broadband infrastructure gaps, digital inclusion/access/equity strategies, stakeholder partnerships, and other essential stratagems to bring affordable broadband to every Utahn. The plan will serve as the guiding star to meet that end goal.
- Incorporate the five-year strategic plan into the state's BEAD Initial Proposal to be submitted to the National Telecommunications and Information Administration (NTIA) is issued.
- Active outreach in partnership with the staff of the UBC, Utah Department of Transportation (UDOT), and the Utah Education and Telehealth Network (UETN) to solicit input from various county, community, state, tribal, and local governments and agencies, businesses, social services, educational organizations, nonprofits including but not limited to AARP, United Way, International Rescue Committee, chambers of commerce, and other volunteer organizations regarding a statewide digital connectivity plan
- Engagement with internet service providers (ISPs) and their local government partners to strategize regarding the expansion and adoption of broadband service and the programs administered by the UBC
- Providing technical assistance to the state, local and tribal governments applying for IJJA BEAD, DEA, or Middle Mile grants and leveraging other funding including federal funds to deploy broadband, connect all possible households and businesses and devise ways to provide technical assistance to those lacking digital skills

Technical assistance will include:

- Identifying specific locations lacking adequate broadband availability, that is, unserved of less than 25 Mbps download and 3 Mbps upload; and underserved of less than 100 Mbps download and 20 Mbps upload whether in rural or urban, densely, or sparsely populated areas.
- Outlining a specific strategy to deploy federal funds to the highest and best use to strategically reach every household, business, and populated location evaluating, utilizing, or making recommendations to improve the effectiveness of the current Broadband Access Grant and helping to create additional competitive deployment methods to ensure every eligible household is reached
- Identifying and leveraging other eligible funds to stretch the federal BEAD dollars to every un/underserved location possible

The Contractor will be asked to review legislation in Utah and other states in order to recommend changes to existing legislation and/or additional legislation in Utah to improve the effectiveness of installing infrastructure including but not limited to ROWs or permitting processes.

- Assist with the FCC map challenge process to ensure the state receives an appropriate and fair share of IJJA BEAD funds
- A timeline and ongoing support as needed to meet the required deadlines for deploying federal IJJA funds and completing infrastructure projects and making accessible affordable internet to all Utahns

#### **State of Utah Digital Connectivity Plan**

As illustrated below, the UBC is mandated by Utah Code §63N-17-210 to develop the State Digital Connectivity Plan (DCP). The DCP will encompass both the Broadband Five-year Action Plan as required by BEAD and the State Digital Equity Plan required by the Digital Equity Act (DEA).



- This plan will guide to ensure that high-speed broadband internet is accessible to every household. As such, it will be a plan for every community, anchor institution, business, internet service provider, agency serving low-income households, and every key stakeholder ensuring online education, commerce, employment, telehealth, entertainment, etc. are accessible throughout the state. It will work as a master plan to direct federal dollars the state receives for broadband infrastructure to prioritize unserved first and then underserved household locations.
- This five-year plan will provide an operational plan which counties, communities, providers, the state, key stakeholders, and others can use to pinpoint areas of need to bring the infrastructure and/or increase digital inclusion through the adoption of high-speed connectivity where connectivity lacks because of affordability, cost of devices, or a deficit of digital skills. This plan should remain flexible considering the current trends of the day.
- The plan will include a timeline and five-year guidance for administering the state-implemented broadband grant considering the requirements of the federal Broadband, Equity, Access, and Deployment (BEAD), coordination of state broadband infrastructure projects by UDOT, Utah Education and Telehealth Network (UETN), public safety including FirstNet, Utah tribes, agriculture, and other state agencies or entities implementing or working with broadband deployment. The plan will incorporate digital access, equity, affordability, inclusion, and literacy. The comprehensive plan will provide specific, measurable, achievable, realistic, and time-sensitive goals.
- The plan will be the basis for the state’s Initial Proposal to be submitted to the NTIA for the BEAD grant.
- The plan will be inclusive of a Digital Equity five-year plan. This plan is currently being developed by the Digital Access and Education Manager within the state of Utah Library Division inside the Utah Department of Cultural and Community Engagement. This plan will marry the five-year broadband plan and elements will complement and guide efforts to provide affordable high-speed internet to every Utahn. According to the Education Super Highway, "[No Home Left Offline](#)" Utah has 104,600 households that lack home broadband because they cannot afford it. Of the 349,000 households eligible for the Affordable Connectivity Program, only 37,000 are participating, or 11%. The state needs a data-driven strategy to close the affordability gap.

Per federal guidelines, the state’s five-year broadband plan should be completed no later than 270 days from the date UBC receives BEAD planning funds. UBC requires the DCP to be completed no later than May 1, 2023, or sooner, if possible. The Contractor shall submit a final draft for review no later than April 3, 2023. Amendments or adjustments to the DCP will be determined as more information becomes available from speed test data, the federal government, or other sources. Bi-weekly meetings will be held to review outreach, discuss meetings, or hold joint meetings with stakeholders and to allow continued review of the plan's content.

**Outreach and Stakeholder Engagement**

Outreach and stakeholder engagement is essential to developing a statewide plan that meets the needs of every individual community and every individual therein. With 29 counties and 248 incorporated cities across 82,170 square miles of the state, it will take a team to meet the deadlines.

**1.2 Background:**

UBC was established in 2010. Although the broadband center was defunded in the 2018 legislative general session, the duties and responsibilities of the center continued to be overseen by the Governor’s Office of Economic Opportunity (Go Utah), formerly known as the Governor’s Office of Economic Development (GOED). Federal USDA guidelines for the ReConnect rural broadband competitive grant encouraged and provided points for projects in states with a current (no more than five years old) state broadband plan.

Go Utah, in partnership with the Utah Geospatial Resource Center, created and maintains the Utah Residential and Commercial Broadband Availability web maps based on data submission from internet service providers (ISPs) of their coverage areas, technology, and speeds. The maps continue to be updated twice a year with provider submissions.

Go Utah, in partnership with the Broadband Advisory Council, updated the statewide broadband plan in 2020. The current state plan is significantly pared down from the original plan and is “owned” and “managed” by the Broadband Advisory Council.

Shortly after that, COVID-19 hit. Students, households, and employees were suddenly restricted where possible to work or attend school remotely from home, healthcare appointments took place online with telehealth, and Utahns needed high-speed internet to participate fully in these areas. The gaps in digital connectivity became very apparent as students had to be driven miles to park next to school buses or closed libraries to access Wi-Fi or internet hot spots.

During the 2022 Legislative General Session, UBC was re-established in Go Utah on July 1, 2022. The Legislature also approved \$10 million for the state’s first Broadband Access Grant.

Currently, as part of Go Utah, the UBC desires and is required by Utah Code § 63N-17-201(b) to “develop a statewide digital connectivity plan.” This plan will also meet the five-year Broadband Equity Access and Deployment plan required by the federal National Telecommunications and Information Administration (NTIA).

This plan will serve as a guide to ensure high-speed broadband internet is made accessible to every household. As such, it will be a plan for every community, anchor institution, business, internet service provider, agency serving low-income households, and every key stakeholder ensuring online education, commerce, employment, telehealth, entertainment, etc. are accessible throughout the state. It will work as a master plan to direct federal dollars received by the state for broadband infrastructure to prioritize unserved first and then underserved household locations. This five-year plan will provide a working plan which counties, communities, providers, the state, key stakeholders, and others can use to pinpoint areas of need to bring the infrastructure and/or increase digital inclusion through the adoption of high-speed connectivity where connectivity lacks because of affordability, cost of devices, or a deficit of digital skills. This plan should remain flexible considering the current trends of the day.

The plan will include a timeline and five-year guidance for administering the state-implemented broadband grant considering the requirements of the federal Broadband, Equity, Access, and Deployment (BEAD), coordination of state broadband infrastructure projects by UDOT, Utah Education and Telehealth Network (UETN), Public Safety including FirstNet, tribal governments, Department of Agriculture, and other state agencies or entities implementing or working with broadband deployment. The plan will incorporate digital access, equity, affordability, inclusion, and literacy. The comprehensive plan will provide specific, measurable, achievable, realistic, and time-sensitive goals.

According to the Education Super Highway ["No Home Left Offline"](#) Utah has 104,600 households that lack home broadband because they cannot afford it. Of the 349,000 households eligible for the Affordable Connectivity Program, only 37,000 are participating, or 11%. The state needs a data-driven strategy to close the affordability gap.

Additionally, the plan will be inclusive of a Digital Equity five-year plan. This plan is currently being developed by the Digital Access and Education Manager within the state of Utah Library Division inside the Utah Department of Cultural and Community. This Digital Equity Plan will incorporate the five-year broadband infrastructure plan and their combined plan elements will complement and guide efforts to provide affordable high-speed internet to every Utahn.

#### **Utah Broadband Alliance (aka Broadband Advisory Committee)**

Established by Utah Code § 63N-17-202(d) the Broadband Advisory Committee is comprised of public and private stakeholders organized “to solicit input on broadband-related policy, guidance, best practices, and adoption strategies.” This council is separate from the Utah Broadband Center Advisory Commission, created in [Utah SB214](#) during the 2022 legislative general session, which directs the commission to solicit input from stakeholders to:

- Make recommendations to the Utah Broadband Center with respect to the development of a strategic plan;
- Make recommendations to the Utah Broadband Center with respect to the use of funds; and
- Requires the Utah Broadband Center to consult with the commission; and
- Requires the Utah Broadband Center to report annually to the commission and to the Public Utilities, Energy, and Technology Interim Committee

#### **Utah Broadband Access Grant**



UBC is responsible for the design and deployment of state broadband grants. These first broadband grants were administered in 2021 for \$9.8 million. The Broadband Access Grant followed the statute to award grants to public entities, private internet service providers, or public-private partnerships (“eligible applicants”) on the following priorities:

1. Located in unserved areas
  - a. Utah Code 63N-17-102 "Unserved area" means an area of the state that is rural and unserved in terms of the area's access to broadband service and is defined as a designated geographic area in which households or businesses are without a fixed, terrestrial connection supporting at least 25 Mbps download and 3 Mbps upload speeds.
    - i. Rural is defined as a:
      1. county of the third, fourth, fifth, or sixth class; or
      2. municipality that has a population of 10,000 or less and the municipality is in a county of the second class<sup>1</sup>
2. Located in underserved areas
  - a. Utah Code 63N-17-102 "Underserved area" means an area of the state that is underserved in terms of the area's access to broadband service, defined as a designated geographic area in which households or businesses are without a fixed, terrestrial connection supporting at least 100 Mbps download and 20 Mbps upload speeds.
3. The eligible applicant develops a plan, after meaningful engagement with the impacted community, to identify the community's needs:
  - a. an innovative means of providing a public benefit that addresses the community's needs,
  - b. and that includes, as a component of the proposed project, a long-term public benefit to the impacted community developed in response to the eligible applicant's engagement with the community
4. Located in an economically distressed area of the state, as measured by indices of unemployment, poverty, or population loss<sup>2</sup>
5. That makes the greatest investment and use of funds considering the number of connections or the economic need for last-mile connections
6. That provides higher-speed broadband access to end-users
7. For which the eligible applicant provides at least 25% of the money needed for the proposed project with higher priority to proposed projects for which the eligible applicant provides a greater percentage of the money needed for the proposed project.

#### Speed Test Campaign

The Utah Broadband Center contracted with Breaking Point Solutions for a software subscription service to collect statewide crowd-sourced speed test data to add a layer of speed verification to the broadband provider-provided availability map.

#### Digital Inclusion Opportunities in Utah

The Utah Communities Connect, established in January 2018, is an alliance whose mission is to coordinate locally tailored solutions to address digital gaps. Their aim is to create a digital inclusion network for individuals and organizations, become a voice for digital equity, and bring awareness to community members that could become digital inclusion advocates and change-makers.

During the pandemic, a state-wide digital strategic plan was developed with various stakeholders including the Utah State Board of Education, Utah Education and Telehealth Network, Utah Communities Connect, the current Utah Broadband Center, internet service providers, and others including the Governor's Multicultural Broadband Workgroup.

The federal government stepped in with CARES Act and ARPA funding to help with the gap and most recently will be allocating funds for broadband infrastructure and Digital Equity through the Infrastructure Investment and Jobs Act's Broadband Equity Access and Deployment, Digital Equity Act to states based on their five-year statewide broadband plans. UBC recognizes that our current plan needs a more strategic direction to efficiently

<sup>1</sup> From REDTIF definition Utah Code 63N-2-103 [https://le.utah.gov/xcode/Title63N/Chapter2/63N-2-S103.html?v=C63N-2-S103\\_2021050520210701](https://le.utah.gov/xcode/Title63N/Chapter2/63N-2-S103.html?v=C63N-2-S103_2021050520210701)

<sup>2</sup> (See Department of Workforce Services data: <https://jobs.utah.gov/wi/data/library/index.html> or Distressed Communities Economic Index: <https://eig.org/dci>)

use these precious one-time funds to ensure every household is connected to adequate, future-proof, or scalable, high-speed internet.

### 1.3 Scope of Work

*Provide innovative solutions to expand the access, adoption, and use of high-speed internet and its related technologies to all people. Perform outreach where possible to each of the 29 counties, regional Associations of Local Governments, cities, towns, partners, and stakeholders to gain feedback regarding the broadband connectivity conditions across the state. The Contractor, in creating the DCP, will encompass both infrastructure and digital inclusion through the following main areas:*

- Development of an updated statewide DCP with a final draft review provided to the UBC on or before April 3, 2023. The Successful Contractor will (1) collaborate with State agencies, political subdivisions, broadband industry stakeholders and representatives, and community organizations that focus on broadband services and technology access; (2) consider recommendations of the UBC Advisory Commission; (3) explore state and regional approaches to broadband development; and (4) examine broadband service needs related to the following areas:
  - Households
  - Businesses
  - Farms
  - Local anchor institutions
  - Smart cities
  - UDOT fiber optics
  - Utah Education and Telehealth Network
  - Other broadband connectivity related activities
- Meeting one-on-one with community leaders and staff with knowledge of the availability<sup>3</sup> of high-speed internet connectivity and accessibility<sup>4</sup> in the community. The meetings will be done through various means including but not limited to county and city council or commission meetings, tribal council meetings, special service district meetings.
- Six in-person and 12 virtual open houses, town halls, meetings including but not limited to the state's 7 Association of Government regions, state and local school boards, PTA, chambers of commerce, PTA, AARP, small business development centers including women and minority-focused; and webinars to educate and solicit feedback from citizens regarding availability and accessibility needs
- Surveys through emails, social media, phone calls, schools, and whatever means possible to obtain detailed information regarding the availability, accessibility, and affordability of high-speed internet at the household level
- Meetings with ISPs to identify and discuss their areas of service, future plans, and partnerships with the state and local communities
- The Successful Contractor (subject to the Contractor's discretion, time availability, resources, etc.), may assist (upon discussion and guidance of UBC) local county governments with developing their own county-wide broadband plan. Projects will be negotiated on a case-by-case basis and available budget and is not guaranteed to be a part of this scope of work.
- Assess the current status of Utah's broadband infrastructure at an address level regarding universal access, pricing, network speed and bandwidth, resiliency, reliability, and stability with hard numbers. The Utah Residential and Commercial Broadband Availability Maps, the Unserved Broadband Areas of Need Map, the office of the Utah Geospatial Resource Center, and other resources are currently available from the state.
- Analyze data from the statewide speed test map and broadband availability maps to identify broadband deficiencies at addresses, and identify gaps, inclusive of address-level assessment, regarding universal access, pricing, network speed, bandwidth, resiliency, reliability, and stability.
- Provide recommendations to address the identified gaps, including but not limited to infrastructure changes, expansion, or deployment and related costs and timeline to complete, preferably within the federal deadline guidelines
- Where possible, identify and quantify the economic and social impact of gaps identified. Infrastructure development model options, in terms of choices that would optimize the meeting of the broadband objectives at the level for the greatest long-term investment for the state.

<sup>3</sup> Availability here means the adequate technology and infrastructure is in place and is able to be physically connected to an address location

<sup>4</sup> Accessibility here means the household has the monetary means, the skill set, the devices and capability to connect to the internet at their home address

- Identify fiber backbone including dark fiber that can be utilized across the state to connect households, farms, businesses, anchor institutions, etc.
- Incorporate the State’s Digital Equity Plan and identify ways the two plans can complement one another
- Identify specific areas of unserved and underserved areas based on our updated Residential Broadband Availability map, the state’s commercial broadband map, unserved broadband map, the statewide speed test data map; and by working with every city, town, incorporated area and county.
- Conduct outreach with communities, broadband providers, state, county, tribal, and local governments to ensure they are looking at their own areas of broadband need, are engaged in creating proactive strategic plans
- Review the current state grant program and provide recommendations to modify as needed to facilitate an efficient, safe, and greatest investment for the state
- Conduct one or more public meetings in each region of the Association of Governments in Utah (Bear River, Mountainland, Uintah Basin, Six County, Five County, and Southeastern Utah) and the Wasatch Front Regional Council regions, or as needed in counties and cities to seek input. While it is expected that some meetings will be in person, the Contractor shall work with the UBC to set a schedule of in-person, virtual, and hybrid meetings that are acceptable to the UBC.
- Propose a plan to solicit information from interested persons electronically. The Successful Contractor shall document (1) demographics of the various regions of the State, (2) barriers specific to each community that prevents people from using technology, (3) any programs (municipal and/or nonprofit services) offered in each area that address barriers to technology, and (4) any other information that will be beneficial in preparing the DCP and executing the responsibilities of the UBC, as detailed in Utah Code 63N-17 Parts I, II, and III
- The Contractor shall refer to the current Broadband Advisory Council plan as the foundation for the State’s DCP and solicit input from the Broadband Advisory Council (formerly the Utah Broadband Alliance), other State and Federal agencies, political subdivisions, broadband industry stakeholders and representatives, and community organizations that focus on broadband services and technology access.
- Meet with the UBC staff at least every two (2) weeks or more often, or, at the sole discretion of the UBC. For these meetings, the Successful Contractor should be prepared to provide UBC with written updates on progress to date as well as other information that will be useful in the preparation of the State Broadband Plan.
- Incorporate relevant information from the five-year plan to develop the state’s Initial Proposal to submit to NTIA for the BEAD funding.
- Additional related services may be negotiated between UBC and the Successful Contractor. Additional work is not guaranteed.
- The contract may be amended to add additional funds by mutual written agreement of the parties. In the event of changes to the scope of work that require additional work and funds, the contract may be amended by mutual agreement of the parties. Such amendment must include documented justification.

**2. Timeline**

<b>Description</b>	<b>Date(s)</b>
<b>Statewide Broadband Strategic Plan</b>	<b>Effective Date to May 1, 2023</b>
Commencement of Services	Effective Date Sep 1, 2022
Deadline to submit Preliminary project plan and the timeline for public meetings to Utah Broadband Center	Within ten (10) business days of Effective Date
Conduct public meetings	Effective Date through March 1, 2023
Deadline to submit Rough Draft for state’s Initial Proposal to submit to NTIA	April 3, 2023
Deadline to submit state’s Final Initial Proposal to submit to NTIA	May 1 2023
Deadline to submit Rough Draft Plan to UBC	April 3, 2023
Deadline to submit Final Plan to UBC	May 1, 2023

**3. Compliance**

The Applicant will deliver a concise final draft plan on or before May 1, 2023, based on:

- Stakeholder outreach
- The state’s current Utah Residential Broadband Availability web map
- The state’s current Commercial Broadband web map
- The state’s unserved broadband web map
- The Utah Speed Test results map
- Other federal or relevant sources for broadband mapping in the state

The Successful Contractor will compile from the regional meetings, broadband providers, the web maps, etc., a statewide DCP that will show regions, communities, even neighborhoods prioritized by economic need and broadband speeds of first, unserved broadband definition of less than 25 Mbps download and 3 Mbps upload speeds, and second underserved broadband definition of less than 100 Mbps download and 20 Mbps upload speed to direct funds from the state’s Broadband Access Grant; the Contractor will identify areas of economic need where households or multi-dwelling units may have broadband availability but are unable to access based on affordability; the Contractor will design a plan that incorporates and strategizes broadband efforts from UDOT, UETN, and other state and local agencies. The plan will give a yearly timeline of prioritized projects to be completed.

The Initial Proposal for the state to submit to NTIA for the BEAD funds will be compiled by the Successful Contractor from this plan and be completed at the same time.

The Successful Contractor will incorporate the state’s Digital Equity plan into the DCP and make recommendations to address the gaps between broadband infrastructure and adoption.

**4. RFP Timeline**

**Anticipated Schedule of Events Date**

- RFP Issued: July 5, 2022
- RFP Question and Answer Period Ends: July 14, 2022, at 4 PM
- Proposals Due: July 29, 2022, at 1 PM
- Interviews: August 5-9, 2022
- Announcement of Award: August 10, 2022
- Contract Execution: September 1, 2022
- Commencement of Work: September 1, 2022
- End date: August 30, 2027

-- END OF ATTACHMENT B --

**Attachment C: Pricing**

Item 10.

1	Offeror must provide a cost in all line items in yellow to be considered responsive.	
2	All cells in yellow require an input. Cells in blue will auto populate.	
	Offeror Name:	Horrocks Engineers
<b>#</b>	<b>Total Overall Cost</b>	<b>COST</b>
1	Please provide a cost for all work associated with the providing the services described in Attachment B - Scope of Work.	\$ 947,700.00
	<b>Total Overall Cost (Cost Points shall be determined by this amount)</b>	\$ 947,700.00
<b>#</b>	<b>Cost Breakdown: Please provide a breakdown of cost for all work associated with the providing the services described in Attachment B - Scope of Work.</b>	<b>COST</b>
1	Development of an updated statewide DCP with a final draft provided to the UBC on or before April 3, 2023. The Successful Contractor will (1) collaborate with State agencies, political subdivisions, broadband industry stakeholders and representatives, and community organizations that focus on broadband services and technology access; (2) consider recommendations of the UBC Advisory Commission; (3) explore state and regional approaches to broadband development; and (4) examine broadband service needs related to the following areas: - Households - Businesses - Farms - Local anchor institutions - Smart cities - UDOT fiber optics - Utah Education and Telehealth Network - Other broadband connectivity related activities	\$ 149,700.00
2	Incorporate relevant information from the five-year plan to develop the state's Initial Proposal to submit to NTIA for the BEAD funding.	\$ 33,700.00
3	Conduct outreach with communities, broadband providers, state, county, tribal, local governments, and special service district meetings, to ensure they are looking at their own areas of broadband need, are engaged in creating proactive strategic plans. Six in-person and 12 virtual open houses, town halls, meetings including but not limited to the state's 7 Association of Government regions, state and local school boards, PTA, chambers of commerce, PTA, AARP, small business development centers including women and minority-focused; and webinars to educate and solicit feedback from citizens regarding availability and accessibility needs. Conduct one or more public meetings in each region of the Association of Governments in Utah (Bear River, Mountainland, Uintah Basin, Six County, Five County, and South Eastern Utah) and the Wasatch Front Regional Council regions, or as needed in counties and cities to seek input. While it is expected that some meetings will be in person, the Contractor shall work with the UBC to set a schedule of in-person, virtual, and hybrid meetings that are acceptable to the UBC.	\$ 303,700.00
4	Meetings with ISPs to identify and discuss their areas of service, future plans, and partnerships with the state and local communities	\$ 59,700.00
5	Use all data sets, maps, surveys, etc., to complete the following tasks: - Assess the current status of Utah's broadband infrastructure at an address level regarding universal access, pricing, network speed and bandwidth, resiliency, reliability, and stability with hard numbers. The Contractor should utilize the Utah Residential and Commercial Broadband Availability Maps, the Unserved Broadband Areas of Need Map, the office of the Utah Geospatial Resource Center, and other resources currently available from the state. - Analyze data from the statewide speed test map and broadband availability maps and other data to identify broadband deficiencies at addresses, and identify gaps, inclusive of address-level assessment, regarding universal access, pricing, network speed, bandwidth, resiliency, reliability, and stability. Identify specific areas of unserved and underserved areas based on our updated Residential Broadband Availability map, the state's commercial broadband map, unserved broadband map, the statewide speed test data map; and by working with every city, town, incorporated area and county. - Identify fiber backbone including dark fiber that can be utilized across the state to connect households, farms, businesses, anchor institutions, etc. - Where possible, identify and quantify the economic and social impact of gaps identified. The contractor should use Infrastructure development model options, in terms of choices that would optimize the meeting of the broadband objectives at the level for the greatest long-term investment for the state.	\$ 128,900.00
6	Provide recommendations to address the items mentioned in #6 above, including but not limited to infrastructure changes, expansion, or deployment and related costs and timeline to complete; preferably within the federal deadline guidelines.	\$ 25,800.00
7	Review the current state grant program and provide recommendations to modify as needed to facilitate an efficient, safe, and greatest investment for the state.	\$ 39,600.00
8	Incorporate the State's Digital Equity Plan into the five year plan, and identify ways the two plans can complement one another.	\$ 30,200.00
9	Propose a plan to solicit information from persons interested in the statewide digital connectivity plan (DCP). The Successful Contractor shall document (1) demographics of the various regions of the State, (2) barriers specific to each community that prevents people from using technology, (3) any programs (municipal and/or nonprofit services) offered in each area that address barriers to technology, and (4) any other information that will be beneficial in preparing the DCP and executing the responsibilities of the UBC, as detailed in Utah Code 63N-17 Parts I, II, and III. The contractor should conduct surveys through emails, social media, phone calls, schools, and whatever means possible to obtain detailed information regarding the availability, accessibility, and affordability of high-speed internet at the household level;	\$ 120,700.00
10	Meet with the UBC staff at least every two (2) weeks or more often, or, at the sole discretion of the UBC. For these meetings, the Successful Contractor should be prepared to provide UBC with written updates on progress to date as well as other information that will be useful in the preparation of the State Broadband Plan.	\$ 55,700.00
	<b>Total Overall Cost (Not To Exceed Amount) (This total should match the amount in C9)</b>	\$ 947,700.00

## Ordinance No. 2023-02

AN ORDINANCE AMENDING SECTION 5-RECRUITING AND HIRING FOR NEW AND VACANT POSITIONS OF THE SAN JUAN COUNTY PERSONNEL POLICY CREATING A PARAGRAPH G. APPOINTED POSITIONS IDENTIFYING APPROVED APPOINTED POSITIONS WITHIN THE SHERIFF'S, SURVEYOR'S, RECORDER'S, ATTORNEY'S, TREASURER'S, CLERK/AUDITOR'S, ASSESSOR'S OFFICES, AND PUBLIC HEALTH DEPARTMENT, AND CREATING THE AUTHORITY TO MAKE APPOINTMENTS AS PART OF THE ADOPTED FISCAL BUDGET

Whereas, the San Juan County Personnel Policy is established by the Board of County Commissioners for the purpose of providing elected officials and department heads direction in dealing consistently and fairly with all employees and supporting advancement and appointment of employees according to their qualifications, knowledge and skill levels; and

Whereas, the Board of County Commissioners may alter or amend the Personnel Policy at any time; and

Whereas, the Board of County Commissioners finds that authorizing specific appointed positions within the Sheriff's, Surveyor's, Recorder's, Attorney's, Treasurer's, Clerk/Auditor's, Assessor's Offices and Public Health Department is consistent with the goals and purposes of the Personnel Policy, including the following:

Sheriffs' Office: Chief Deputy and Undersheriff  
 Surveyor's Office: Chief Deputy  
 Recorder's Office: Chief Deputy  
 Attorney's Office: Chief Deputy  
 Treasurer's Office: Chief Deputy  
 Clerk/Auditor's Office: Chief Deputy Clerk and Chief Deputy Auditor  
 Assessor's Office: Chief Deputy  
 Public Health Department: Local Health Officer

Whereas, the Board of County Commissioners finds that effective management of each elected office and department referenced above will be enhanced if the elected official is allowed to make appointments to the authorized positions in coordination and confirmation of the San Juan County Chief Administrative Officer that the appointment of the individual is qualified in accordance with the position's job description, that the individual meets Employment Eligibility Verifications, and if that position has been approved by the Board of County Commissioners as part of the adopted fiscal budget.

The Board of San Juan County Commissioners, therefore, hereby ordains as follows:

A Chief Deputy and Undersheriff are authorized appointed positions within the Sheriff's Office and the elected official may make appointments to fill or vacate said positions with coordination and confirmation of the San Juan County Chief Administrative Officer that the appointment of the

individual is qualified in accordance with the position's job description, that the individual meets Employment Eligibility Verifications, and of which position has been approved by the Board of County Commissioners as part of the adopted fiscal budget.

A Chief Deputy is an authorized appointed position within the Surveyor's Office and the elected official may make appointment to fill or vacate said position with coordination and confirmation of the San Juan County Chief Administrative Officer that the appointment of the individual is qualified in accordance with the position's job description, that the individual meets Employment Eligibility Verifications, and if the position has been approved by the Board of County Commissioners as part of the adopted fiscal budget.

A Chief Deputy is an authorized appointed position within the Recorder's Office and the elected official may make appointment to fill or vacate said position with coordination and confirmation of the San Juan County Chief Administrative Officer that the appointment of the individual is qualified in accordance with the position's job description, that the individual meets Employment Eligibility Verifications, and if the position has been approved by the Board of County Commissioners as part of the adopted fiscal budget.

A Chief Deputy is an authorized appointed position within the Attorney's Office and the elected official may make appointment to fill or vacate said position with coordination and confirmation of the San Juan County Chief Administrative Officer that the appointment of the individual is qualified in accordance with the position's job description, that the individual meets Employment Eligibility Verifications, and if the position has been approved by the Board of County Commissioners as part of the adopted fiscal budget.

A Chief Deputy is an authorized appointed position within the Treasurer's Office and the elected official may make appointment to fill or vacate said position with coordination and confirmation of the San Juan County Chief Administrative Officer that the appointment of the individual is qualified in accordance with the position's job description, that the individual meets Employment Eligibility Verifications, and if the position has been approved by the Board of County Commissioners as part of the adopted fiscal budget.

A Chief Deputy Clerk and a Chief Deputy Auditor are authorized appointed position within the Clerk/Auditor's Office and the elected official may make appointment to fill or vacate said position with coordination and confirmation of the San Juan County Chief Administrative Officer that the appointment of the individual is qualified in accordance with the position's job description, that the individual meets Employment Eligibility Verifications, of which the Chief Deputy Auditor position has been approved by the Board of County Commissioners as part of the adopted fiscal budget.

A Chief Deputy is an authorized appointed position within the Assessor's Office and the elected official may make appointment to fill or vacate said position with coordination and confirmation of the San Juan County Chief Administrative Officer that the appointment of the individual is qualified in accordance with the position's job description, that the individual meets Employment

Eligibility Verifications, and if the position has been approved by the Board of County Commissioners as part of the adopted fiscal budget.

All terms and conditions of the Personnel Policy not in conflict with this Ordinance shall remain unchanged and in full force and effect. If there is a conflict, this Ordinance shall control.

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Board of County Commissioners:

\_\_\_\_\_

By:

Its:

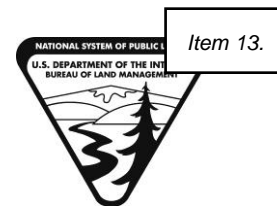


San Juan County Sheriff's Office Sworn Deputy Pay Plan															
Rank	0	18 Months	2	3	4	5	6	7	8	9	10	11	12	13	14
Deputy 1	\$25.43	\$26.43	\$27.22	\$28.04	\$28.88	\$29.75	\$30.64	\$31.56	\$32.51	\$33.49	\$34.49	\$35.53	\$36.60	\$37.70	\$38.83
Deputy 2*	\$25.94	\$26.96	\$27.76	\$28.60	\$29.46	\$30.35	\$31.25	\$32.19	\$33.16	\$34.16	\$35.18	\$36.24	\$37.33	\$38.45	\$39.61
Sergeant	\$40.02	\$40.46	\$40.90	\$41.36	\$41.81	\$42.27	\$42.74	\$43.21	\$43.67	\$44.15	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
Lieutenant	\$44.73	\$45.22	\$45.72	\$46.22	\$46.73	\$47.25	\$47.77	\$48.30	\$48.83	\$49.36	\$49.90	\$50.45	XXXXXX	XXXXXX	XXXXXX

\* Deputy 2 rank is determined by assignments and eligibility by the employee for attaining certain training/certification levels. Assignments can be changed at any time and will be reevaluated at the end of 2 years in the position.  
 If they are released from assigned duties or do not maintain the training/certifications to retain the position, the employee will return to Deputy 1 Rank.  
 Deputy 2 Patrol assignments: Drug Court Tracker, North Search and Rescue Commander, South Search and Rescue Commander, SERT Members  
 Deputy 2 Corrections assignments: Shift Commanders, Grievances x2, Inmate Disciplinary Hearing Officers x2



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Utah State Office  
440 West 200 South, Suite 500  
Salt Lake City, UT 84101-1434

In Reply Refer To:  
2200 (UT-921)

March 15, 2023

San Juan County Commission  
PO Box 9  
Monticello, UT 84535

Dear San Juan County Commission:

Thank you for agreeing to be a cooperating agency on the Bureau of Land Management's (BLM) Dingell Act – Emery County Land Exchange between the BLM and State of Utah's School and Institutional Trust Lands Administration.

Enclosed is an unsigned Memorandum of Understanding (MOU) to formalize this cooperating agency relationship with San Juan County, Utah. If you agree with the provisions, please provide your points of contact, electronically sign and date, and email the MOU to Tiera Arbogast (BLM Utah State Office Planning and Environmental Specialist; [tarbogast@blm.gov](mailto:tarbogast@blm.gov)). Any proposed edits to the MOU are also requested via email. Once the BLM receives your signed copy, we will sign the MOU and provide a fully executed copy for your files.

The BLM will provide you several opportunities for input and may incorporate certain information you provide into the various project documents.

If you have any questions prior to the initial conference call, please contact Tiera Arbogast (801-539-4158; [tarbogast@blm.gov](mailto:tarbogast@blm.gov)). We look forward to working with you on this effort.

Sincerely,

Digitally signed by  
GREGORY SHEEHAN  
Date: 2023.03.15  
16:00:56 -06'00'

Gregory Sheehan  
State Director

Enclosure: MOU (for signature) with attachments

# **MEMORANDUM OF UNDERSTANDING**

between

**SAN JUAN COUNTY, UTAH**

AS A COOPERATING AGENCY

and

THE UNITED STATES DEPARTMENT OF THE INTERIOR

**BUREAU OF LAND MANAGEMENT, UTAH STATE  
OFFICE**

DEVELOPMENT OF AN ENVIRONMENTAL ASSESSMENT FOR THE

**JOHN D. DINGELL, JR. CONSERVATION,  
MANAGEMENT, AND RECREATION ACT, PUBLIC  
LAW 116-9, SECTION 1255 – EMERY COUNTY LAND  
EXCHANGE**

**Memorandum of Understanding  
Between San Juan County, Utah  
and the Bureau of Land Management, Utah State Office**

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management, Utah State Office (BLM), and San Juan County, Utah (San Juan County) (collectively, Parties), and outlines BLM's and San Juan County's responsibilities as the Parties coordinate in the preparation of the John D. Dingell, Jr. Conservation, Management, and Recreation Act, Public Law 116-9, Section 1255 – Emery County Land Exchange (Dingell Act – Emery County Land Exchange) Environmental Assessment (EA). BLM is the lead federal agency for development of this EA. BLM acknowledges that San Juan County has jurisdiction by law or special expertise applicable to the effort in the State of Utah, as defined at 40 C.F.R. §§ 1508.1(n) and 1508.1(ee). This MOU describes the agreed upon responsibilities and procedures of San Juan County as a Cooperating Agency.

1. **Purpose:** BLM, in carrying forth its responsibilities and mandates, recognizes a compelling need to ensure the interests of San Juan County are accounted for, and are meaningfully involved in the Dingell Act – Emery County Land Exchange EA (e.g., the project). As such, this MOU establishes San Juan County as a "cooperating agency" for the purposes of collaboration and assisting BLM, as the lead agency, in the preparation of the associated EA, including any supporting documentation and the Decision Record (DR) if it is determined that the action would not have significant effects. San Juan County has been identified as a cooperating agency because it has both jurisdictional responsibilities and special expertise in many aspects of the Dingell Act – Emery County Land Exchange (40 C.F.R. §§ 1508.1(n) and 1508.1(ee)). This MOU applies specifically to the preparation of the EA for this project.
2. **Authorities:** This MOU has been prepared under the authorities for the National Environmental Policy Act of 1969 (NEPA), as described in 42 U.S.C. § 4321 *et seq.*, as well as federal regulations codified at 40 Code of Federal Regulations (CFR) Part 1500-1508, particularly 40 C.F.R. §§ 1501.8 (Cooperating agencies) and 1506.2 (Elimination of Duplication with State and Local Procedures).
3. **Term of MOU:** This MOU shall be effective on the date of the last signature made by the duly authorized representatives of the Parties and will remain in full force and effect until terminated, pursuant to Section 8i, below.
4. **BLM Responsibilities:** In accordance with 40 C.F.R. § 1501.7, BLM is the lead agency. BLM will keep San Juan County apprised of relevant developments and timeframes in relation to this project. BLM will consider and may use San Juan County's input and proposals to the maximum extent possible and consistent with responsibilities as lead agency as described in 40 C.F.R. § 1501.7. BLM may incorporate information provided by San Juan County into the EA as appropriate. BLM is solely responsible for any BLM decisions made for the project. Any BLM decisions made associated with this project apply only to BLM-administered lands and the federal mineral estate. As lead agency, BLM is responsible for the following:

- Preparing and ensuring the quality and content of an EA to determine if the action would have significant effects, and if not, preparing the Finding of No Significant Impact (FONSI) and the DR.
- Enabling San Juan County to be a meaningful cooperator in the EA process by helping BLM with the following tasks:
  - Developing the Purpose and Need.
  - Developing the Issues and Alternatives for detailed analysis.
  - Identifying and determining appropriate Project Design Features or Mitigation Measures.
- Considering to the extent possible and incorporating as appropriate, the information provided by San Juan County into applicable EA documents.
- Making final determinations on the content of the EA documents, including the FONSI and DR, if appropriate.

5. **San Juan County Responsibilities:** San Juan County will participate in the environmental analysis and documentation process by providing information regarding environmental issues for which or where San Juan County has jurisdiction by law or special expertise. A schedule and preliminary timeframes and general responsibilities for the respective stages of EA development where San Juan County may participate in the project is bolded in Attachment A.

San Juan County will appoint specific point(s) of contact to represent its interests and to work with the BLM interdisciplinary team, as also specified in Section 8k. San Juan County member(s) may be present, as available, at cooperating agency meetings and as requested by BLM to provide supporting documentation and information as necessary. Through its representative(s), San Juan County will have the opportunity for input on documents prepared during the project.

Under this MOU, San Juan County may also assist BLM in identification of key issues, develop reasonable alternatives, provide timely information, and review preliminary environmental documents, so the EA process adheres to the agreed-upon schedules.

The BLM interdisciplinary team leader may, at any time during the effective term of this MOU, request records by contacting the San Juan County point of contact identified in Section 8k below. San Juan County may provide relevant information either of its own accord or in response to a request from the BLM interdisciplinary team members or BLM's third party NEPA contractor. All information will be provided to the interdisciplinary team leader (or a BLM interdisciplinary team member with a carbon copy to the team leader) and within the specified timeframes.

6. **Mutual Responsibilities of the Parties:** All parties agree to use their best efforts to meet the timeframes established in the MOU, to work cooperatively, and to resolve differences as quickly as possible.

All parties agree to cooperate by informing each other, with as much advance notice as possible, of any related actions, issues, or procedural problems that may affect the project or that may affect either party. The Parties agree to cooperate in the development and review of

any operating guidelines or agreements between San Juan County or BLM and other entities involved in the project.

7. **Payment/Funding:** No payment or funding will be made to either party by the other as a result of this MOU. Each party will pay its own costs. During the project, should it become necessary for one party to purchase from or make payment or reimbursement to the other party, such arrangements will be covered in a separate agreement.

8. **General Provisions:**

- a. **Amendments.** This MOU may only be amended by mutual agreement of the Parties as evidenced in writing.
- b. **Applicable Law.** The construction, interpretation, and enforcement of this MOU will be governed by the applicable laws of the United States.
- c. **Entirety of Agreement.** This MOU, including any duly promulgated amendments, represents the entire and integrated agreement between the Parties concerning this project and supersedes all prior negotiations, representations, or agreements between the Parties'.
- d. **Severability.** Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU will continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- e. **Sovereign Immunity.** San Juan County and BLM do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action arising from this MOU.

Nothing in this agreement will abridge or amend the authorities and responsibilities of San Juan County or BLM on any matter under their respective jurisdictions.

- f. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU must not be construed so as to create such status. The rights, duties and obligations contained in this MOU will operate only between the parties to this MOU and will inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only the Parties to this MOU will have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- g. **Exchange of Information.** Any records or documents generated under this MOU shall become part of the official BLM record maintained in accordance with BLM record management policies. San Juan County acknowledges that all supporting materials and draft documents may become part of the administrative record and thus, would be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. San Juan County will keep confidential and protect from public disclosure (unless required by law) any and all documents related to or generated by this agreement. BLM will comply with the Freedom of Information Act (FOIA), Privacy Act, and other relevant

Department of Interior or BLM regulations, which may require public review or disclosure of documents in the administrative record.

BLM acknowledges that San Juan County's handling of these materials may be impacted by state-specific open records laws, including the Government Records Access and Management Act (GRAMA), Utah Code Ann. § 63G-2-1 *et seq.* The Parties agree BLM at its discretion may withhold from the cooperator those documents that would otherwise be available for public release under the GRAMA.

The Parties shall provide each other advanced notice and an opportunity to review any records or information that may be released under an applicable law or regulation, prior to release. To the extent permissible under law, any recipient of proprietary and/or pre-decisional information agrees not to disclose, transmit, or otherwise share this information without prior approval from the releasing party, unless otherwise required by law. Any breach of this provision may result in termination of this MOU.

- h. Administrative Considerations.** Pursuant to section 204(b) of the Unfunded Mandates Reform Act of 1995, responsible Federal Agency officials may meet or enter into project level MOUs with officials of State, Tribal, and local Governments or their designees. During such meetings and development, implementation and monitoring of such MOUs, views, information and advice are exchanged, or input relative to the implementation of Federal programs is obtained. Such meetings and MOUs will further the administration of intergovernmental coordination.

The meetings or MOUs referred to include, but are not limited to, meetings called for the purpose of exchanging views, information, advice or recommendations, or for facilitating any other interaction relating to intergovernmental responsibilities or administration.

Nothing in this MOU will be construed as limiting or affecting in any way the authority or legal responsibility of San Juan County or BLM, or as binding either San Juan County or BLM to perform beyond the respective authority of each, or to require either to assume or expend any sum in excess of appropriations available. It is understood that all the provisions herein must be within financial, legal, and personnel limitations, as determined practical by San Juan County and BLM for their respective responsibilities. This MOU is neither a fiscal nor a funds obligation document.

Nothing in this MOU will be construed to extend jurisdiction or decision-making authority to BLM for management of land and resource uses for any non-Federal lands or resources. Similarly, nothing in this MOU will be construed to extend jurisdiction or decision-making authority to San Juan County for management of land or resource uses on the Federal lands or mineral estates administered by BLM. San Juan County and BLM will work together cooperatively and will communicate about issues of mutual concern.

Nothing in this agreement may be construed to require San Juan County or BLM to obligate or pay funds or in any other way take action in violation of the Anti-Deficiency Act (31 U.S.C. § 1341) or any State or county law or ordinance.

- i. Termination.** Either party may terminate this MOU after 30 days written notice to the other parties through their assigned point of contact (see Section 8k) of their intention to do so. During this period, the parties will enter negotiations to resolve any

disagreement(s). If the disagreement(s), if any, have not been resolved by the end of the 30-day period, the MOU will terminate. In the event negotiations are progressing but are not concluded by the end of the 30-day period, the party initiating the termination notice may request that termination be postponed for an additional 30-day period or longer while the negotiations continue. If not terminated earlier, this MOU will end when the DR for the Dingell Act – Emery County Land Exchange is approved by the BLM Authorized Officer.

- j. Dispute Resolution.** In the event of any disagreement between the parties regarding their obligations under this MOU that cannot be resolved between the parties in a reasonable time, either party may refer the disagreement to the BLM Utah State Director to timely resolve said issue. The decision of the BLM Utah State Director will be the final decision for purposes of resolving the issue.
- k. Contacts.** San Juan County will designate a representative and an alternative representative (if the representative is unavailable) to act as the point of contact for all coordination between San Juan County and BLM during the planning effort. The Parties may change their point of contact (including the alternative representative) at any time by providing written notice to the other party. The primary points of contact for carrying out the provisions of this MOU, including specific department/division contacts, are identified in Attachment B.



**9. Signatures:**

The parties hereto have executed this Memorandum of Understanding as of the dates shown below.

The effective date of this MOU is the latest signature date affixed to this page.

SAN JUAN COUNTY, UTAH, by and through:

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Bruce Adams	Date
Commission Chair, San Juan County	

U. S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, by and through:

---

Gregory Sheehan	Date
Utah State Director, Bureau of Land Management	

**Attachment A. Schedule**

<b>EA Stage</b>	<b>Approximate Timeframe</b>
Pre-public comment EA available for BLM review	March 2023
<b>Pre-public comment EA available for Cooperating Agency review</b>	<b>May 2023</b>
Publication ready EA	June 2023
Public comment period on EA	June 2023
Post-comment EA available for BLM review	August 2023
<b>Post-comment EA available for Cooperating Agency review</b>	<b>September 2023</b>
Clean Post-comment EA ready for publication	September 2023

**Attachment B. Primary and Secondary Points of Contact**

<b>Agency</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
San Juan County, Utah	Nick Sandberg, Public Lands Coordinator (435) 587-3223 Ext 4146 nsandberg@sanjuancounty.org	Mack McDonald, Chief Administrative Officer (435) 587-3225 mmcdonald@sanjuancounty.org
Bureau of Land Management	Tiera Arbogast Planning & Environmental Specialist, Contracting Officer Representative 801-539-4158 tarbogast@blm.gov	Teresa Burke Realty Specialist 435-688-3256 tsburke@blm.gov