



## BOARD OF COMMISSIONERS MEETING

In-Person and Electronic Meeting  
August 02, 2022 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

#### APPROVE AGENDA

#### PUBLIC COMMENT

*Public comments will be accepted 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.*

#### 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 July 19, 2022 Board of Commissioners Meeting Minutes
- [2.](#) Approval of the July 15 to July 28, 2022 Check Registers
- [3.](#) Ratification of a Letter of Support to apply for the EDA Equity Investment grant, requested by Rural Community Assistance Corporation (RCAC), Elaine Gizler, Economic Development and Visitor Services Director.
- [4.](#) Appointment of Karen Whipple to the County Economic Development Board
- [5.](#) Approval of the Department of Environmental Quality, San Juan County Health Department Letter, Workplan & Contract FY2023 by Grant Sunada, Public Health Director

6. Approval of the 2022 Social Services Block Grant Renewal Grant Contract for \$58,127
7. Approval of Memorandum of Agreement for 2023 Beehive Library Consortium, Nicole Perkins, Library Directory
8. Ratification of Fiscal Year 2022 Beer Tax Funds Annual Report Allocation
9. Approval of the Renewal Contract with Kubl Group for Public Safety Building Control System for \$14,900 a year until February of 2023

## **PUBLIC HEARING**

10. Consideration and Approval of Management Plan Amendment Public Hearing, Nick Sandberg, Public Lands Coordinator

## **PUBLIC HEARING**

11. A RESOLUTION PURSUANT TO SECTION 17-36-26 U.C.A. 1953 AS AMENDED APPROVING THE ADDITIONAL BUDGET APPROPRIATION REQUESTS AND/OR MID-YEAR ADJUSTMENTS FUNDED BY NEW REVENUES, GRANT FUNDING AND/OR MONIES UNSPENT IN THE PRIOR YEAR (FUND BALANCE). Lyman Duncan, Clerk/Auditor

## **BUSINESS/ACTION**

12. Consideration and Approval of San Juan County Mud Springs Trail by Elaine Gizler, Economic Development and Visitor Services Director.
13. Consideration and Approval of Principal Forgiveness Agreement for the La Sal Feasibility Study for \$60,000 from the Drinking Water Board State Revolving Fund State of Utah Department of Environmental Quality, Mack McDonald, Chief Executive Officer.
14. Consideration and Approval of the Contract Agreement with Blomquist Hale Solutions for High Engagement Mental Health Solutions, Mack McDonald, Chief Administrative Officer

## **BOARD OF EQUALIZATION**

15. Consideration and Approval of Corrected Property Value Adjustments - August 2, 2022

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

16. Recognition of Gary Suttlemeyer for 35 years of service on the San Juan County Public Health Board
17. A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS EXPRESSING OUR CONTINUED RECOGNITION AND APPRECIATION FOR OUR PUBLIC HEALTH EMPLOYEES AND THEIR EFFORTS THROUGHOUT THIS PANDEMIC

## **COMMISSION REPORTS**

## **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\*\*



**BOARD OF COMMISSIONERS MEETING**  
**In-Person and Electronic Meeting**  
**July 19, 2022 at 11:00 AM**

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**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/871609.MP3>

**Video Link:** <https://www.youtube.com/watch?v=GIEF3BWDnXw>

**CALL TO ORDER**

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

11:05 a.m. by Chair Grayeyes

**ROLL CALL**

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

**PRESENT**

Commission Chair Willie Grayeyes  
Commissioner Kenneth Maryboy

**ABSENT**

Commission Vice-Chair Bruce Adams

**INVOCATION**

**Time Stamp 0:37 (audio & video)**

Invocation offered by Lyman W. Duncan, Clerk/Auditor

**APPROVE AGENDA**

**Time Stamp 01:30 (audio & video)**

Mack Presented the Agenda for review and approval.

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.

Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

## PUBLIC COMMENT

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### **Time Stamp 7:29 (audio & video)**

No Public Comment was offered by the county residents.

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

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### **Time Stamp 8:20 (audio & video)**

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.

1. Approval of the June 21, 2022 Commission Meeting Minutes
2. Approval of the Check Registers from June 18 to July 14, 2022
3. Approval of \$8,759.36 in Small Purchases: \$1390.89 for an Actuator, and \$1,903.47 for Linkage for a motor grader, Road Department, \$5,465.00 for U.S. Travel Association International Pow Wow Booth, Economic Development and Visitor Services
4. Approval of 2022 Regence BlueCross Insurance Agreements
5. Approval of San Juan County Sheriff's Office Contract with State of Utah for Bailiff and Court Security.
6. Approval of 2022 Utah Legal Services Contract for Aging and Adult Services
7. Approval of 2022 Emergency Management Performance Grant
8. Approval of the Amended Travel Reimbursement Form for the remainder of Calendar Year 2022
9. Appointment of Zak Podmore to the San Juan County Library Board
10. Appointment of Becky Acton and Meghan McFall to the County Economic Development Board, by Elaine Gizler, Economic Development and Visitor Services Director.
11. Approval of the June 28, 2022 Primary Election Staff Contracts

12. Approval of the San Juan County Health Department Tobacco Contract FY21-FY25 Amendment #4 by Grant Sunada, Public Health Director
13. Ratification of the Opioid Settlement Memorandum of Understanding for the people of the State of Utah, its Counties and its Communities having been harmed by the Opioid Epidemic, which was caused by Pharmaceutical Supply Chain Participants.

## RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

14. Update on the Ransomware Attack, during the week of July 4, 2022, Trae Bushore, IT Director

### **Time Stamp 11:13 (audio & video)**

Trae presented the update on the recent Ransomware attack on the county servers and software. The state and UAC are involved with the criminal case. Trae mentioned that additional staffing is needed to help keep the computer servers up to date. Trae's report was accepted by the commissioners.

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

## BUSINESS/ACTION

15. Consideration and Approval of Natural Bridges Air Tour Management Plans, Nick Sandberg, Public Lands Coordinator

### **Time Stamp 25:24 (audio & video)**

Nick Sandberg presented the Natural Bridges Air Tours Management Plan 106 for review and approval. The plan largely stayed the same, but, it authorizes the reduction in the number of commercial flight tours per year.

Commissioner Maryboy asked for the item to be tabled until more information is gathered.

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

16. Consideration and Approval of the GovOS Cloud Search Solution Agreement, Cindi Holyoak, County Recorder

### **Time Stamp 38:12 (audio & video)**

Cindi Holyoak, County Recorder, presented several more details of the harm received by her department from the ransomware attack. They are cut-off from communicating with external entities. The new proposal allows the Recorder office and public to have open and robust access to real estate records by way of the GovOS Cloud.

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

17. Consideration and Approval of Flat Iron Mesa Ranch Subdivision Phase 28, Mike Dervage, Scott Burton Planning and Zoning Director

**Time Stamp 43:10 (audio & video)**

Scott Burton presented the Flat Iron Mesa Ranch subdivision phase 28 for review and approval.

Questions were asked about the planning & zoning by-laws as they related to this subdivision.

Commissioner Maryboy asked for the subdivision phase of development to be tabled until a future date. Mack explained that the development has been grandfathered into past planning & zoning by-laws.

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

18. Consideration and Approval to attach the Spanish Valley Overnight Accommodations Overlay, Alicia Davis, Scott Burton Planning and Zoning Director

**Time Stamp 54:18 (audio & video)**

Scott Burton, Planning & Zoning Director, presented the Spanish Valley Overnight Overlay for review and approval by the commissioners.

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

19. Ratification of the 2022 Primary Election Results, June 28, 2022, Lyman Duncan, Clerk/Auditor

**Time Stamp 1:06:47 (audio & video)**

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

20. CONSIDERATION AND APPROVAL OF RESOLUTION 2022-12 ADOPTING THE 2022 FINAL TAX RATES- Lyman Duncan, Clerk/Auditor

**Time Stamp 1:08:10 (audio & video)**

Lyman W. Duncan, County Clerk/Auditor presented the 2022 County Certified Tax Rate for review and approval.

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

21. Consideration and Approval of County Staff Seeking Assistance from the Natural Resources Conservation Service for Watershed Program Planning Assistance through the Public Law Project to be Located in the Pack Creek Drainage System. Mack McDonald, Chief Administrative Officer

**Time Stamp 1:15:08 (audio & video)**

Mack presented the Natural Resources Conservation Service (NRCS) and School Institutional Trust Land Act (SITLA) watershed drainage system feasibility study for review and approval of a letter of support to be issued by the commissioners.

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

22. Consideration and Approval of the Memorandum of Understanding Between San Juan County and the State of Utah, Navajo Nation, Navajo Tribal Utility Authority, and the City of Blanding for the Westwater Project, Mack McDonald, Chief Administrative Officer

**Time Stamp 1:23:58 (audio & video)**

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

## BOARD OF EQUALIZATION

23. Consideration and Approval of a Low-Income Tax Abatement for Edna Rogers, Lyman Duncan, Clerk/Auditor

**Time Stamp 1:24:28 (audio & video)**

Motion to enter Board of Equalization

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

Lyman presented the property tax abatement on behalf of Edna Rogers.

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

Motion to exit Board of Equalization

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.  
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy



**COMMISSION REPORTS**

**Time Stamp 1:27:41**

Commission Maryboy reported that he was attending a gathering on the Bears Ears National Monument.

Commission Chair Grayeyes did not have anything to report today.

**ADJOURNMENT**

**Time Stamp 1:29:13 (audio & video)**

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.

Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy

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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  
Check Register  
General Fund Checking - Zions 566101143 - 07/15/2022 to 07/28/2022**

<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>
Abbott Laboratories	122219	615595235	07/27/2022	07/27/2022	361.09	SJC Aging	104679610 - Miscellaneous Supplie
Abbott Laboratories	122219	615595235	07/27/2022	07/27/2022	400.00	SJC Aging	104680610 - Miscellaneous Supplie
Abbott Laboratories	122219	615597713	07/27/2022	07/27/2022	102.15	SJC Aging	104679610 - Miscellaneous Supplie
					<u>\$863.24</u>		
					<b>\$863.24</b>		
Acumen Fiscal Agent LLC	122145	33108	07/18/2022	07/19/2022	998.87	SJC Aging	104685615 - Contracts
Acumen Fiscal Agent LLC	122145	JUNE22FEES	07/19/2022	07/19/2022	285.00	SJC Utah's Canyon Country	104685615 - Contracts
					<u>\$1,283.87</u>		
					<b>\$1,283.87</b>		
Adair, Erika	122146	EA20220718090	07/19/2022	07/19/2022	147.97	Rodeo Queen Judge	104625240 - Office Expense
					<u>\$147.97</u>		
Adams, Bruce	122147	BA20220718091	07/19/2022	07/19/2022	355.29	Travel Reimbursement	104111230 - Travel Expense
					<u>\$355.29</u>		
Adams, Hannah	122148	HA20220718090	07/19/2022	07/19/2022	147.97	Rodeo Queen Judge	104625240 - Office Expense
					<u>\$147.97</u>		
Amazon Capital Services	122149	11FD-WLG6-GH	07/18/2022	07/19/2022	60.95	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	122149	13X1-3HR3-31P	07/18/2022	07/19/2022	29.97	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	122149	1G9J-HYN6-QY	07/18/2022	07/19/2022	21.59	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	122149	1PM9-J9TV-YLH	07/18/2022	07/19/2022	15.80	SJC Road Dept	214414240 - Office Expense
					<u>\$128.31</u>		
Amazon Capital Services	122220	13LD-TJV7-TLQ	07/26/2022	07/27/2022	9.99	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	122220	1PNC-DL6R-9M	07/26/2022	07/27/2022	711.90	SJC Public Health	255040.480 - Preventative Block Gr
					<u>\$721.89</u>		
					<b>\$850.20</b>		
Amerigas Propane LP	122150	3138190541	07/19/2022	07/19/2022	142.63	200752247	104225270 - Utilities
					<u>\$142.63</u>		
Ana's La Sal Store	122151	703185	07/19/2022	07/19/2022	49.37	La Sal Senior Center	104677328 - Meals - La Sal
					<u>\$49.37</u>		
BackBeats Backline	122221	22-1162	07/27/2022	07/27/2022	2,500.00	SJC Fair	104620620 - Miscellaneous Service
					<u>\$2,500.00</u>		
Badback, Cindy	122222	2022072610010	07/27/2022	07/27/2022	767.35	LIAISON	104173620 - Miscellaneous Service
					<u>\$767.35</u>		
Begay, Jay	122223	23F08-T-001	07/27/2022	07/27/2022	203.00	Per Diem Reimbursement	104211230 - Travel Expense
					<u>\$203.00</u>		
Benally, Rebecca M	122152	RB20220718090	07/19/2022	07/19/2022	72.00	TRAVEL REIMBURSEMENT	255079.230 - Suicide Prevention Tra

**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 07/15/2022 to 07/28/2022**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Benally, Rebecca M	122152	RB20220718090	07/19/2022	07/19/2022	1,016.80	Travel Reimbursement	255061.230 - Tobacco Prevention Tr
Benally, Rebecca M	122152	RB20220718091	07/19/2022	07/19/2022	79.00	Travel Reimbursement	255075.230 - Overdose Data to Acti
					\$1,167.80		
					<b>\$1,167.80</b>		
Blanding City	122224	BC20220720210	07/27/2022	07/27/2022	118.96	500790001 Blanding Ambulance Garage	264350270 - Utilities
					<b>\$118.96</b>		
Bleggi, Kelly	122225	KB20220721-17	07/27/2022	07/27/2022	77.54	Boot Allowance	214414480 - Special Department Su
					<b>\$77.54</b>		
Blue Mountain Foods	122153	116706	07/19/2022	07/19/2022	10.25	Monticello Senior Center	104677323 - Meals - Monticello
Blue Mountain Foods	122153	116707	07/19/2022	07/19/2022	32.08	Monticello Senior Center	104678323 - Meals - Monticello
Blue Mountain Foods	122153	116714	07/19/2022	07/19/2022	17.98	Monticello Senior Center	104677323 - Meals - Monticello
Blue Mountain Foods	122153	116720	07/19/2022	07/19/2022	12.88	La Sal Senior Center	104678328 - Meals - La Sal
Blue Mountain Foods	122153	116728	07/19/2022	07/19/2022	11.34	Monticello Senior Center	104678323 - Meals - Monticello
Blue Mountain Foods	122153	116729	07/19/2022	07/19/2022	17.94	La Sal Senior Center	104677328 - Meals - La Sal
Blue Mountain Foods	122153	116745	07/19/2022	07/19/2022	51.43	Monticello Senior Center	104677323 - Meals - Monticello
Blue Mountain Foods	122153	116748	07/19/2022	07/19/2022	95.07	Bluff Senior Center	104678329 - Meals - Bluff
Blue Mountain Foods	122153	116752	07/19/2022	07/19/2022	28.45	Monticello Senior Center	104677323 - Meals - Monticello
Blue Mountain Foods	122153	116753	07/19/2022	07/19/2022	19.86	Monticello Senior Center	104678323 - Meals - Monticello
Blue Mountain Foods	122153	116757	07/19/2022	07/19/2022	18.67	La Sal Senior Center	104678328 - Meals - La Sal
Blue Mountain Foods	122153	116759	07/19/2022	07/19/2022	24.06	Monticello Senior Center	104678323 - Meals - Monticello
Blue Mountain Foods	122153	116765	07/19/2022	07/19/2022	29.32	Monticello Senior Center	104677323 - Meals - Monticello
Blue Mountain Foods	122153	116772	07/19/2022	07/19/2022	61.99	La Sal Senior Center	104677328 - Meals - La Sal
Blue Mountain Foods	122153	116789	07/19/2022	07/19/2022	25.61	Monticello Senior Center	104678323 - Meals - Monticello
Blue Mountain Foods	122153	116792	07/19/2022	07/19/2022	125.06	Bluff Senior Center	104677329 - Meals - Bluff
Blue Mountain Foods	122153	116805	07/19/2022	07/19/2022	32.79	Monticello Senior Center	104677323 - Meals - Monticello
Blue Mountain Foods	122153	116821	07/19/2022	07/19/2022	25.82	Monticello Senior Center	104678323 - Meals - Monticello
Blue Mountain Foods	122153	116824	07/19/2022	07/19/2022	117.37	La Sal Senior Center	104678328 - Meals - La Sal
Blue Mountain Foods	122153	116843	07/19/2022	07/19/2022	78.66	Bluff Senior Center	104678329 - Meals - Bluff
Blue Mountain Foods	122153	116851	07/19/2022	07/19/2022	35.00	Monticello Senior Center	104678323 - Meals - Monticello
Blue Mountain Foods	122153	116858	07/19/2022	07/19/2022	32.13	Monticello Senior Center	104677323 - Meals - Monticello
Blue Mountain Foods	122153	116872	07/19/2022	07/19/2022	37.80	Monticello Senior Center	104678323 - Meals - Monticello
Blue Mountain Foods	122153	116881	07/19/2022	07/19/2022	3.98	Monticello Senior Center	104677323 - Meals - Monticello
Blue Mountain Foods	122153	116884	07/19/2022	07/19/2022	115.57	Bluff Senior Center	104677329 - Meals - Bluff
Blue Mountain Foods	122153	116894	07/19/2022	07/19/2022	37.43	Monticello Senior Center	104678323 - Meals - Monticello
Blue Mountain Foods	122153	116904	07/19/2022	07/19/2022	5.96	Monticello Senior Center	104677323 - Meals - Monticello
Blue Mountain Foods	122153	116921	07/19/2022	07/19/2022	19.02	La Sal Senior Center	104678328 - Meals - La Sal
Blue Mountain Foods	122153	116923	07/19/2022	07/19/2022	172.01	Bluff Senior Center	104678329 - Meals - Bluff
Blue Mountain Foods	122153	116941	07/19/2022	07/19/2022	44.10	Monticello Senior Center	104678323 - Meals - Monticello
Blue Mountain Foods	122153	116958	07/19/2022	07/19/2022	60.14	SJC Jail	104230610 - Miscellaneous Supplie
Blue Mountain Foods	122153	116979	07/19/2022	07/19/2022	11.94	SJC Jail	104230480 - Kitchen Food
					<b>\$1,411.71</b>		
Blue Mountain Foods	122226	116367	07/27/2022	07/27/2022	16.68	SJC Jail	104230480 - Kitchen Food
Blue Mountain Foods	122226	116788	07/27/2022	07/27/2022	21.16	SJC Ambulance	264350330 - Employee Education
Blue Mountain Foods	122226	116807	07/27/2022	07/27/2022	211.20	SJC Ambulance	264350330 - Employee Education

**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 07/15/2022 to 07/28/2022**

<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>
Blue Mountain Foods	122226	117040	07/27/2022	07/27/2022	6.58	SJC Sheriff Dept	104230480 - Kitchen Food
					\$255.62		
					<b>\$1,667.33</b>		
Blue Mountain Hospital	122154	2043	07/18/2022	07/19/2022	8,392.55	SJC Aging Dash Grant	104676610 - Miscellaneous Supplie
					<b>\$8,392.55</b>		
Blue Mountain Meats Inc.	122227	420128	07/27/2022	07/27/2022	80.29	SJC Ambulance	264350610 - Miscellaneous Supplie
Blue Mountain Meats Inc.	122227	420792	07/27/2022	07/27/2022	54.27	SJC Ambulance	264350330 - Employee Education
					\$134.56		
					<b>\$134.56</b>		
Blue Mountain Nursery	122228	2022072609593	07/26/2022	07/27/2022	520.00	SJC Fair	104620240 - Office Expense
					<b>\$520.00</b>		
Blue Tarp Financial	122155	50444793	07/19/2022	07/19/2022	10,999.99	Commercial Pressure Washer	214141740 - B Road Capital Outlay
					<b>\$10,999.99</b>		
Bluff Water Works	122229	9545	07/26/2022	07/27/2022	25.00	Bluff Fire Sation	104225270 - Utilities
					<b>\$25.00</b>		
Bound Tree Medical LCC	122230	84581453	07/27/2022	07/27/2022	897.20	SJC Ambulance Service	264350610 - Miscellaneous Supplie
Bound Tree Medical LCC	122230	84589985	07/27/2022	07/27/2022	140.99	SJC Ambulance Service	264350610 - Miscellaneous Supplie
					\$1,038.19		
					<b>\$1,038.19</b>		
Brantley Distributing LLC.	122156	22168020	07/19/2022	07/19/2022	155.40	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	122156	22168090	07/19/2022	07/19/2022	422.95	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	122156	PI0006338	07/19/2022	07/19/2022	215.40	SJC Road	214412250 - Equipment Operation
					\$793.75		
					<b>\$793.75</b>		
Business Solutions Group	122231	16013	07/26/2022	07/27/2022	658.06	Accounts Payable Checks-10362	104142240 - Office Expense
					<b>\$658.06</b>		
Century Equipment Co.	122157	SP43235	07/19/2022	07/19/2022	237.98	SJC Road Dept	214412250 - Equipment Operation
					<b>\$237.98</b>		
Chiquito, Kimberlynn	122158	KC20220718090	07/19/2022	07/19/2022	79.00	Travel Reimbursement	255075.230 - Overdose Data to Acti
					<b>\$79.00</b>		
Cintas Corporation #108	122159	4124139226	07/19/2022	07/19/2022	39.40	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	122159	4124139226	07/19/2022	07/19/2022	52.73	SJC Road Dept	102229000 - Other Deductions Paya
Cintas Corporation #108	122159	4124650822	07/19/2022	07/19/2022	39.40	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	122159	4124650822	07/19/2022	07/19/2022	52.73	SJC Road Dept	102229000 - Other Deductions Paya
					\$184.26		

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Cintas Corporation #108	122232	4125480527	07/27/2022	07/27/2022	39.40	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	122232	4125480527	07/27/2022	07/27/2022	52.73	SJC Road Dept	102229000 - Other Deductions Paya
					\$92.13		
					<b>\$276.39</b>		
Crump-Reese Moab	122160	60027104	07/19/2022	07/19/2022	3,012.65	SJC Road Dept	214412250 - Equipment Operation
					<b>\$3,012.65</b>		
Curtis Tools For Heros	122233	INV611968	07/27/2022	07/27/2022	289.37	SJC FIRE	104220615 - Contracts
					<b>\$289.37</b>		
Data Center	122234	58124	07/27/2022	07/27/2022	800.00	SJC Clerk - Valuation Notices	104146220 - Public Notices
Data Center	122234	58124	07/27/2022	07/27/2022	800.63	SJC Clerk - Valuation Notices	104142220 - Public Notices
					\$1,600.63		
					<b>\$1,600.63</b>		
Dee, Elsie	122235	2022072610042	07/27/2022	07/27/2022	850.00	Election Liaison	104173620 - Miscellaneous Service
Dee, Elsie	122235	2022072610043	07/27/2022	07/27/2022	1,450.00	Election Liaison	104173620 - Miscellaneous Service
					\$2,300.00		
					<b>\$2,300.00</b>		
Dentons Durham Jones Pinegar	122236	833999	07/27/2022	07/27/2022	3,944.00	SJC Admin	104156620 - Miscellaneous Service
					<b>\$3,944.00</b>		
Department of Health	122237	22F0000279	07/26/2022	07/27/2022	313.50	SJC Public Health - Certificate sales reconcilia	255013.980 - Vital Statistics Intergov
Department of Health	122238	22H5001348	07/26/2022	07/27/2022	5,378.62	SJC EMS	264350310 - Professional and Tech
					<b>\$5,692.12</b>		
Dobson, Ed	122161	ED20220718090	07/19/2022	07/19/2022	50.00	PLANNING AND ZONING	104114620 - Miscellaneous Services
					<b>\$50.00</b>		
Domain Listings	122239	242-1848	07/26/2022	07/27/2022	288.00	utahscanyoncountry.com	104193620 - Miscellaneous Service
					<b>\$288.00</b>		
Dominion Energy	122162	DE20220718090	07/19/2022	07/19/2022	207.65	7643860000 80 N Main St	724167270 - Utilities
Dominion Energy	122240	DE20220720210	07/27/2022	07/27/2022	70.66	8743860000 96 W 100 S	264350270 - Utilities
					<b>\$278.31</b>		
DTS - State of Utah	122163	2212R18700000	07/18/2022	07/19/2022	134.37	SJC Attorney - NSCOSANATT	104145482 - Law Library Supplies
DTS - State of Utah	122241	2209R09400000	07/26/2022	07/27/2022	336.58	SJC Attorney - NSCOSANATT	104145482 - Law Library Supplies
					<b>\$470.95</b>		
Duncan, Lyman	122164	LD20220718090	07/19/2022	07/19/2022	73.00	Travel Reimbursement	104173230 - Travel Expense
Duncan, Lyman	122164	LD20220718091	07/19/2022	07/19/2022	448.00	Travel Reimbursement	104173230 - Travel Expense
					\$521.00		
					<b>\$521.00</b>		

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Earthgrains Baking Company	122165	8527229000029	07/19/2022	07/19/2022	59.20	SJC Sheriff	104230480 - Kitchen Food
Earthgrains Baking Company	122165	8527229000032	07/19/2022	07/19/2022	59.20	SJC Sheriff	104230480 - Kitchen Food
					\$118.40		
Earthgrains Baking Company	122242	8527229000037	07/27/2022	07/27/2022	59.20	SJC Jail	104230480 - Kitchen Food
					<b>\$177.60</b>		
Election Systems & Software LLC	122243	CD2034422	07/27/2022	07/27/2022	378.00	SJC Election	104173310 - Professional and Tech
					<b>\$378.00</b>		
Emery Telcom	122166	ET20220718091	07/19/2022	07/19/2022	93.71	987300 - SJC Public Safety	104230350 - State Prisoner Expens
Emery Telcom	122166	ET20221507056	07/19/2022	07/19/2022	79.95	3324200 - SJC Admin Building	574424270 - Utilities
Emery Telcom	122166	ET20221507056	07/19/2022	07/19/2022	84.95	3324200 - SJC Admin Building	104255270 - Utilities
Emery Telcom	122166	ET20221507056	07/19/2022	07/19/2022	88.00	3324200 - SJC Admin Building	104151280 - Telephone
Emery Telcom	122166	ET20221507056	07/19/2022	07/19/2022	104.95	3324200 - SJC Admin Building	104230280 - Telephone
Emery Telcom	122166	ET20221507056	07/19/2022	07/19/2022	104.95	3324200 - SJC Admin Building	255007.280 - Indirect Admin Teleph
Emery Telcom	122166	ET20221507056	07/19/2022	07/19/2022	209.90	3324200 - SJC Admin Building	104672270 - Utilities
Emery Telcom	122166	ET20221507056	07/19/2022	07/19/2022	269.90	3324200 - SJC Admin Building	214414280 - Telephone
Emery Telcom	122166	ET20221507056	07/19/2022	07/19/2022	274.90	3324200 - SJC Admin Building	104151620 - Miscellaneous Service
					\$1,311.21		
Emery Telcom	122244	ET20220720210	07/27/2022	07/27/2022	182.60	3431000 SJC EMS	264350280 - Telephone
Emery Telcom	122244	ET20220726092	07/27/2022	07/27/2022	93.71	988500 - SJC Emergency Services	104255270 - Utilities
Emery Telcom	122244	ET20220726092	07/27/2022	07/27/2022	205.82	3514200 SJC Blanding Seniors	104672270 - Utilities
					\$482.13		
					<b>\$1,793.34</b>		
Empire Electric Assoc. Inc.	122245	EE20220721-15	07/26/2022	07/27/2022	722.91		214414270 - Utilities
Empire Electric Assoc. Inc.	122245	EE20220726095	07/26/2022	07/27/2022	3,965.99	9579024 - 297 S Main	104166270 - Utilities
					\$4,688.90		
					<b>\$4,688.90</b>		
Equitable Financial Equi-vest	122246	2022072609593	07/26/2022	07/27/2022	360.00	Payroll Deductions	102225000 - Equivest
					<b>\$360.00</b>		
Fastenal Company	122167	COBAY71600	07/19/2022	07/19/2022	504.97	SJC Road	214412250 - Equipment Operation
Fastenal Company	122167	COBAY71601	07/19/2022	07/19/2022	185.20	SJC Road	214412250 - Equipment Operation
					\$690.17		
					<b>\$690.17</b>		
Fellmeth, John R.	122247	20220627277	07/27/2022	07/27/2022	20.00	Meal Reimbursement	264350230 - Travel Expense
					<b>\$20.00</b>		
Four Corners Welding & Gas	122168	GR00168167	07/19/2022	07/19/2022	37.00	SJC Landfill	574424610 - Miscellaneous Supplie
Four Corners Welding & Gas	122168	GR00168168	07/19/2022	07/19/2022	135.00	SJC Road Dept	214412250 - Equipment Operation
					\$172.00		
Four Corners Welding & Gas	122248	CC369373	07/27/2022	07/27/2022	69.70	SJC Ambulance Services	264350610 - Miscellaneous Supplie

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Four Corners Welding & Gas	122248	CC372805	07/27/2022	07/27/2022	155.96	SJC Ambulance Services	264350610 - Miscellaneous Supplie
					\$225.66		
					<b>\$397.66</b>		
Four States Tire & Service	122169	362669	07/19/2022	07/19/2022	4,049.84	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122169	362670	07/19/2022	07/19/2022	-4,036.80	SJC Road	214412250 - Equipment Operation
					\$13.04		
Four States Tire & Service	122249	361051	07/27/2022	07/27/2022	2,338.41	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122249	361148	07/27/2022	07/27/2022	697.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122249	362826	07/27/2022	07/27/2022	-2,338.41	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122249	363425	07/27/2022	07/27/2022	-697.00	SJC Road	214412250 - Equipment Operation
					\$0.00		
					<b>\$13.04</b>		
Fredericks, Anna	122170	AF20220718091	07/19/2022	07/19/2022	836.82	Purchase reimbursements	104620240 - Office Expense
Fredericks, Anna	122250	2022072609593	07/27/2022	07/27/2022	7,010.00	Fair Expenses	104620480 - Special Department Su
					<b>\$7,846.82</b>		
GetGo Office Products	122251	001629	07/26/2022	07/27/2022	185.00	SJC Ambulance	264350610 - Miscellaneous Supplie
					<b>\$185.00</b>		
Giddings, Brayden	122171	BG20220718090	07/19/2022	07/19/2022	26.99	Inmate Meds	104230312 - Medical Expenses
					<b>\$26.99</b>		
GoodSource Solutions	122172	SI0540587	07/19/2022	07/19/2022	319.20	San Juan County Jail	104230480 - Kitchen Food
					<b>\$319.20</b>		
Grand County Emergency Medical	122252	EMS22-0220	07/27/2022	07/27/2022	73.00	SJC Ambulance	264350330 - Employee Education
					<b>\$73.00</b>		
Grand Junction Peterbilt	122173	214455	07/19/2022	07/19/2022	24.02	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	122173	214900	07/19/2022	07/19/2022	48.04	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	122173	215173	07/19/2022	07/19/2022	823.48	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	122173	215180	07/19/2022	07/19/2022	200.65	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	122173	CM215180	07/19/2022	07/19/2022	-200.65	SJC Road Dept	214412250 - Equipment Operation
					\$895.54		
Grand Junction Peterbilt	122253	214390	07/27/2022	07/27/2022	24.25	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	122253	215183	07/27/2022	07/27/2022	200.65	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	122253	CM214390	07/27/2022	07/27/2022	-24.25	SJC Road Dept	214412250 - Equipment Operation
					\$200.65		
					<b>\$1,096.19</b>		
Graymountain, Deanna	122254	2022072610025	07/27/2022	07/27/2022	200.00	Election Poll Worker	104173610 - Miscellaneous Supplie
					<b>\$200.00</b>		

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Hansen, Will	122174	WH2022071809	07/19/2022	07/19/2022	164.35	Miss San Juan Judge	104625240 - Office Expense
					<b>\$164.35</b>		
Holiday, Carl	122255	2022072610034	07/27/2022	07/27/2022	1,200.00	Election Liasion	104173620 - Miscellaneous Service
Holiday, Carl	122255	2022072610040	07/27/2022	07/27/2022	1,700.00	Election Liasion	104173620 - Miscellaneous Service
					\$2,900.00		
					<b>\$2,900.00</b>		
Holyoak, Cindi	122175	CH20220718090	07/19/2022	07/19/2022	451.51	TRAVEL REIMBURSMENT	104144230 - Travel Expense
					<b>\$451.51</b>		
Homedew, Jeremy	122256	23F08-T-004	07/27/2022	07/27/2022	203.00	Per Diem Reimbursement	104211230 - Travel Expense
					<b>\$203.00</b>		
Hudgeons, Candice	122257	2022072609593	07/27/2022	07/27/2022	131.25	FAIR JUDGE	104620240 - Office Expense
					<b>\$131.25</b>		
ImageNet Consulting LLC	122176	INV244625	07/19/2022	07/19/2022	29.76	SJC Road Dept	214414240 - Office Expense
					<b>\$29.76</b>		
Ivins, Brittney	122258	2022072610054	07/27/2022	07/27/2022	56.65	PURCHASE REIMBURSEMENT	104145482 - Law Library Supplies
					<b>\$56.65</b>		
Johnson, Mike	122259	2022072609593	07/27/2022	07/27/2022	168.75	FAIR JUDGE	104620240 - Office Expense
					<b>\$168.75</b>		
Johnston, William	122177	WJ20220718090	07/19/2022	07/19/2022	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services
Johnston, William	122177	WJ20220718090	07/19/2022	07/19/2022	51.75	Planning & Zoning Meeting	104114230 - Travel Expense
					\$101.75		
					<b>\$101.75</b>		
Kenworth Sales Company	122260	PRICM17516163	07/27/2022	07/27/2022	-250.00	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	122260	PRIIN5232839	07/27/2022	07/27/2022	2,022.33	SJC Road	214412250 - Equipment Operation
					\$1,772.33		
					<b>\$1,772.33</b>		
Knutson, Sarah	122178	SK20220718090	07/19/2022	07/19/2022	164.35	Rodeo Queen Judge	104625240 - Office Expense
					<b>\$164.35</b>		
Lacy, Lehi	122179	LL20220718090	07/19/2022	07/19/2022	380.00	Reserve Officer	104210110 - Salaries and Wages
					<b>\$380.00</b>		
Larry H. Miller	122180	1993495W	07/19/2022	07/19/2022	135.85	SJC Road Dept	214412250 - Equipment Operation
Larry H. Miller	122180	1995926W	07/19/2022	07/19/2022	303.35	SJC Road Dept	214412250 - Equipment Operation
					\$439.20		
Larry H. Miller	122181	2142170	07/19/2022	07/19/2022	242.55	SJC Road Dept	214412250 - Equipment Operation
					<b>\$681.75</b>		



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Life-Assist Inc.	122261	1223731	07/27/2022	07/27/2022	252.10	SJC Emergency Svc.	264350610 - Miscellaneous Supplie
Life-Assist Inc.	122261	1225359	07/27/2022	07/27/2022	26.22	SJC Emergency Svc.	264350610 - Miscellaneous Supplie
					<b>\$278.32</b>		
					<b>\$278.32</b>		
Love Communications	122262	062056	07/27/2022	07/27/2022	250.00	SJC Ec Dev	104192210 - Subscriptions and Me
Love Communications	122262	062056	07/27/2022	07/27/2022	250.00	SJC Ec Dev	104193210 - Subscriptions and Me
					<b>\$500.00</b>		
					<b>\$500.00</b>		
Main Street Drug and Boutique	122182	183717	07/19/2022	07/19/2022	33.00	SJC Jail	104230312 - Medical Expenses
					<b>\$33.00</b>		
McDonald, Trey	122263	23F08-T-005	07/27/2022	07/27/2022	203.00	Per Diem Reimbursement	104211230 - Travel Expense
					<b>\$203.00</b>		
MCI	122183	MCI2022071516	07/19/2022	07/19/2022	29.22	08693326894 Cal Black Airport	105430280 - Telephone
					<b>\$29.22</b>		
MetLife Group Benefits	122264	2022072610004	07/27/2022	07/27/2022	10,240.80	Dental Customer # 5955986	104965134 - Health Insurance
					<b>\$10,240.80</b>		
Mexican Hat Special Serv Dist.	122184	722-24	07/18/2022	07/19/2022	68.03	SJC Fire/Rescue	104225270 - Utilities
					<b>\$68.03</b>		
Mid-American Research Chemical	122265	0766839-IN	07/27/2022	07/27/2022	318.53	SJC Admin Building	104161260 - Buildings and Grounds
					<b>\$318.53</b>		
Moab Valley Fire Protection District	122266	467	07/26/2022	07/27/2022	46,000.00	Fire Contract	104220615 - Contracts
					<b>\$46,000.00</b>		
Monticello City	122267	MC20220720210	07/27/2022	07/27/2022	158.57	SJC Ambulance	264350270 - Utilities
					<b>\$158.57</b>		
Monticello Mercantile	122185	C250159	07/19/2022	07/19/2022	9.39	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	122185	C251679	07/19/2022	07/19/2022	17.99	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	122185	C251911	07/19/2022	07/19/2022	23.99	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	122185	C252465	07/19/2022	07/19/2022	17.70	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	122185	C252551	07/19/2022	07/19/2022	20.00	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	122185	C252674	07/19/2022	07/19/2022	10.83	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	122185	C253078	07/19/2022	07/19/2022	2.99	SJC Sheriff	104230610 - Miscellaneous Supplie
Monticello Mercantile	122185	C253741	07/19/2022	07/19/2022	9.99	SJC BUILDING INSP	104114240 - Office Expense
Monticello Mercantile	122185	E25418	07/19/2022	07/19/2022	8.48	SJC Fair	104620260 - Buildings and Grounds
					<b>\$121.36</b>		
Monticello Mercantile	122268	C252800	07/27/2022	07/27/2022	2.99	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	122268	C253060	07/27/2022	07/27/2022	3.96	SJC Ambulance	264350330 - Employee Education

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Monticello Mercantile	122268	C253238	07/27/2022	07/27/2022	7.49	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	122268	C253463	07/27/2022	07/27/2022	5.49	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	122268	C253513	07/27/2022	07/27/2022	11.99	SJC Road	214412250 - Equipment Operation
					\$31.92		
					<b>\$153.28</b>		
Motor Parts	122186	814366	07/19/2022	07/19/2022	60.15	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122186	814565	07/19/2022	07/19/2022	82.65	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122186	814582	07/19/2022	07/19/2022	-398.28	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122186	814834	07/19/2022	07/19/2022	66.50	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122186	814948	07/19/2022	07/19/2022	6.99	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122186	814952	07/19/2022	07/19/2022	-25.00	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122186	815024	07/19/2022	07/19/2022	11.42	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122186	815107	07/19/2022	07/19/2022	5.58	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122186	815551	07/19/2022	07/19/2022	640.81	SJC Road Dept	214412250 - Equipment Operation
					\$450.82		
Motor Parts	122269	815408	07/27/2022	07/27/2022	109.44	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122269	815431	07/27/2022	07/27/2022	8.80	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122269	815478	07/27/2022	07/27/2022	3.02	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122269	815805	07/27/2022	07/27/2022	71.59	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122269	815910	07/27/2022	07/27/2022	439.80	SJC Road Dept	214412250 - Equipment Operation
					\$632.65		
					<b>\$1,083.47</b>		
Motor Parts of Monticello	122187	535365	07/19/2022	07/19/2022	32.71	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122187	535375	07/19/2022	07/19/2022	132.05	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122187	535377	07/19/2022	07/19/2022	13.40	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122187	535620	07/19/2022	07/19/2022	42.16	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122187	535622	07/19/2022	07/19/2022	42.19	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122187	535659	07/19/2022	07/19/2022	184.30	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122187	535666	07/19/2022	07/19/2022	5.43	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122187	535678	07/19/2022	07/19/2022	114.20	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122187	535726	07/19/2022	07/19/2022	192.23	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122187	535823	07/19/2022	07/19/2022	17.54	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122187	535824	07/19/2022	07/19/2022	16.61	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122187	535829	07/19/2022	07/19/2022	154.53	SJC Road	214412250 - Equipment Operation
					\$947.35		
Motor Parts of Monticello	122270	535730	07/27/2022	07/27/2022	18.11	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	535776	07/27/2022	07/27/2022	19.38	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	535963	07/27/2022	07/27/2022	6.58	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536004	07/27/2022	07/27/2022	34.34	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536107	07/27/2022	07/27/2022	304.58	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536198	07/27/2022	07/27/2022	139.15	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536214	07/27/2022	07/27/2022	53.43	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536228	07/27/2022	07/27/2022	14.30	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536388	07/27/2022	07/27/2022	3.35	SJC Road	214412250 - Equipment Operation

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Motor Parts of Monticello	122270	536395	07/27/2022	07/27/2022	10.50	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536473	07/27/2022	07/27/2022	570.66	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536486	07/27/2022	07/27/2022	-50.16	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536487	07/27/2022	07/27/2022	-43.10	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536501	07/27/2022	07/27/2022	287.24	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536510	07/27/2022	07/27/2022	192.97	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536552	07/27/2022	07/27/2022	314.56	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536635	07/27/2022	07/27/2022	-63.08	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536786	07/27/2022	07/27/2022	104.81	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536797	07/27/2022	07/27/2022	17.64	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536831	07/27/2022	07/27/2022	10.05	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536832	07/27/2022	07/27/2022	42.89	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536881	07/27/2022	07/27/2022	35.10	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	536902	07/27/2022	07/27/2022	46.91	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122270	537309	07/27/2022	07/27/2022	27.74	SJC Sheriff	104210250 - Equipment Operation
					<u>\$2,097.95</u>		
					<b>\$3,045.30</b>		
Mountainland Supply Co	122271	S104580740.002	07/27/2022	07/27/2022	96.00	SJC LANDFILL	574424260 - Buildings and Grounds
					<u>\$96.00</u>		
National Benefit Services LLC	122188	CP320919	07/19/2022	07/19/2022	3,603.40	Claims Paid Invoice	102227000 - Health Care Reimburs
					<u>\$3,603.40</u>		
Navajo Sanitation	122272	112347	07/26/2022	07/27/2022	192.50	Bluff Senior Center-2772	104672270 - Utilities
					<u>\$192.50</u>		
Navajo Tribal UtilityAuthority	122189	35001365173	07/19/2022	07/19/2022	45.92	60378374 101 S 100 E	104225270 - Utilities
Navajo Tribal UtilityAuthority	122189	35001365174	07/19/2022	07/19/2022	5.83	60378375 Hwy 162 and Hwy 262	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	122189	35001365175	07/19/2022	07/19/2022	5.83	60378376 Front Fire Station	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	122189	36001242640	07/19/2022	07/19/2022	561.17	60040657 MZC Fire Station East	104225270 - Utilities
					<u>\$618.75</u>		
Navajo Tribal UtilityAuthority	122273	35001365168	07/27/2022	07/27/2022	21.75	60378368 4000 W HWY 163	214414270 - Utilities
Navajo Tribal UtilityAuthority	122273	35001365169	07/26/2022	07/27/2022	200.06	60378370- MC N Hwy 162 NE LDS CHR Tow	104574270 - Utilities
Navajo Tribal UtilityAuthority	122273	35001365170	07/27/2022	07/27/2022	19.27	60378371 Along Hwy 162	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	122273	35001365171	07/26/2022	07/27/2022	4.74	60378372 Abt HWY 162	104850270 - Utilities
Navajo Tribal UtilityAuthority	122273	35001365172	07/26/2022	07/27/2022	4.44	60378373 - Abt State Road 162	104850270 - Utilities
Navajo Tribal UtilityAuthority	122273	36001244676	07/26/2022	07/27/2022	167.76	60378369	104574270 - Utilities
					<u>\$418.02</u>		
					<b>\$1,036.77</b>		
New Technology Solutions	122274	4582	07/27/2022	07/27/2022	80.00	SJC Aging	104672310 - Professional and Tech
New Technology Solutions	122274	4583	07/27/2022	07/27/2022	40.00	SJC Ambulance	264350310 - Professional and Tech
New Technology Solutions	122274	4584	07/27/2022	07/27/2022	32.50	SJC Admin Building	104161310 - Professional and Tech
New Technology Solutions	122274	4584	07/27/2022	07/27/2022	32.50	SJC Admin Building	104163310 - Professional and Tech
New Technology Solutions	122274	4584	07/27/2022	07/27/2022	32.50	SJC Admin Building	104165310 - Professional and Tech
New Technology Solutions	122274	4584	07/27/2022	07/27/2022	32.50	SJC Admin Building	104166310 - Professional and Tech

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New Technology Solutions	122274	4585	07/27/2022	07/27/2022	23.75		724167310 - Professional and Tech
New Technology Solutions	122274	4585	07/27/2022	07/27/2022	23.75		724168310 - Professional and Tech
New Technology Solutions	122274	4585	07/27/2022	07/27/2022	47.50		724169310 - Professional and Tech
New Technology Solutions	122274	4586	07/27/2022	07/27/2022	60.00	SJC Fire	104225310 - Professional and Tech
					<u>\$405.00</u>		
					<b>\$405.00</b>		
NICE	122275	7109584	07/26/2022	07/27/2022	8.40	SJC Economic Dev 4531740	104193280 - Telephone
					<u>\$8.40</u>		
					<b>\$8.40</b>		
Nicholas & Company	122190	7951095	07/19/2022	07/19/2022	54.39	LaSal Senior Center	104677328 - Meals - La Sal
Nicholas & Company	122190	7996563	07/19/2022	07/19/2022	307.99	LaSal Senior Center	104677328 - Meals - La Sal
Nicholas & Company	122190	7996563	07/19/2022	07/19/2022	307.99	LaSal Senior Center	104678328 - Meals - La Sal
Nicholas & Company	122190	8011083	07/19/2022	07/19/2022	253.06	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122190	8014380	07/19/2022	07/19/2022	2,117.12	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122190	8014383	07/19/2022	07/19/2022	716.42	Monticello Senior Center	104677323 - Meals - Monticello
Nicholas & Company	122190	8014383	07/19/2022	07/19/2022	716.42	Monticello Senior Center	104678323 - Meals - Monticello
Nicholas & Company	122190	8018826	07/19/2022	07/19/2022	150.95	Blanding Senior Center	104678325 - Meals - Blanding
Nicholas & Company	122190	8018826	07/19/2022	07/19/2022	150.96	Blanding Senior Center	104677325 - Meals - Blanding
					<u>\$4,775.30</u>		
					<b>\$4,775.30</b>		
Nicholas & Company	122276	8018824	07/27/2022	07/27/2022	419.34	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122276	8022440	07/27/2022	07/27/2022	1,579.85	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122276	8022445	07/27/2022	07/27/2022	531.26	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	122276	8022445	07/27/2022	07/27/2022	531.26	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	122276	8022447	07/27/2022	07/27/2022	225.72	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	122276	8022447	07/27/2022	07/27/2022	225.73	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	122276	8022448	07/27/2022	07/27/2022	267.51	SJC Aging	104677329 - Meals - Bluff
Nicholas & Company	122276	8022448	07/27/2022	07/27/2022	267.81	SJC Aging	104678329 - Meals - Bluff
Nicholas & Company	122276	8030193	07/27/2022	07/27/2022	338.72	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	122276	8030193	07/27/2022	07/27/2022	338.75	SJC Aging	104678323 - Meals - Monticello
					<u>\$4,725.95</u>		
					<b>\$9,501.25</b>		
Nielson, Cody	122191	CN20220718090	07/19/2022	07/19/2022	25.88	Planning & Zoning	104114230 - Travel Expense
Nielson, Cody	122191	CN20220718090	07/19/2022	07/19/2022	50.00	Planning & Zoning	104114620 - Miscellaneous Services
					<u>\$75.88</u>		
					<b>\$75.88</b>		
ODP Business Solutions LLC	122192	249316291001	07/19/2022	07/19/2022	96.10	SJC Road Dept	214414240 - Office Expense
ODP Business Solutions LLC	122192	251128180001	07/19/2022	07/19/2022	26.64	SJC Sheriff	104230240 - Office Expense
ODP Business Solutions LLC	122192	254086128001	07/19/2022	07/19/2022	86.20	SJC Economic Dev	104192240 - Office Expense
ODP Business Solutions LLC	122192	254087574001	07/19/2022	07/19/2022	3.32	SJC Economic Dev	104192240 - Office Expense
					<u>\$212.26</u>		
					<b>\$212.26</b>		
Olsen, Avery	122277	23F08-T-007	07/27/2022	07/27/2022	203.00	Per Diem Reimbursement	104211230 - Travel Expense
					<u>\$203.00</u>		
					<b>\$203.00</b>		

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Packard Wholesale Co.	122193	INV189169	07/19/2022	07/19/2022	156.59	SJC Senior Center	104677329 - Meals - Bluff
Packard Wholesale Co.	122193	INV189169	07/19/2022	07/19/2022	156.59	SJC Senior Center	104678329 - Meals - Bluff
Packard Wholesale Co.	122193	INV189545	07/19/2022	07/19/2022	204.91	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122193	INV189559	07/19/2022	07/19/2022	224.08	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122193	INV189574	07/19/2022	07/19/2022	372.94	SJC Senior Center	104677325 - Meals - Blanding
Packard Wholesale Co.	122193	INV189574	07/19/2022	07/19/2022	372.94	SJC Senior Center	104678325 - Meals - Blanding
Packard Wholesale Co.	122193	INV189586	07/19/2022	07/19/2022	103.08	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122193	INV189588	07/19/2022	07/19/2022	123.26	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122193	INV189589	07/19/2022	07/19/2022	160.60	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122193	INV189700	07/19/2022	07/19/2022	149.38	SJC Senior Center	104678323 - Meals - Monticello
Packard Wholesale Co.	122193	INV189997	07/19/2022	07/19/2022	52.34	SJC Senior Center	104677323 - Meals - Monticello
Packard Wholesale Co.	122193	INV190002	07/19/2022	07/19/2022	228.25	SJC Senior Center	104677323 - Meals - Monticello
Packard Wholesale Co.	122193	INV190002	07/19/2022	07/19/2022	228.25	SJC Senior Center	104678323 - Meals - Monticello
					<b>\$2,533.21</b>		
Packard Wholesale Co.	122278	INV190378	07/27/2022	07/27/2022	143.49	SJC Aging	104677325 - Meals - Blanding
Packard Wholesale Co.	122278	INV190378	07/27/2022	07/27/2022	143.49	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	122278	INV190429	07/27/2022	07/27/2022	686.75	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122278	INV190431	07/27/2022	07/27/2022	37.74	SJC Sheriff's Office	104230350 - State Prisoner Expens
					<b>\$1,011.47</b>		
					<b>\$3,544.68</b>		
Palmer, Payton	122279	23F08-T-006	07/27/2022	07/27/2022	203.00	Per Diem Reimbursement	104211230 - Travel Expense
					<b>\$203.00</b>		
Paslay, Eric	122280	2022072609593	07/27/2022	07/27/2022	10,000.00	Fair Concert Final Payment	104620620 - Miscellaneous Service
					<b>\$10,000.00</b>		
Peak JCB	122281	PSI-121273	07/27/2022	07/27/2022	354.63	SJC Road	214412250 - Equipment Operation
					<b>\$354.63</b>		
Pepsi-Cola	122282	47929873	07/27/2022	07/27/2022	402.96	SJC Sheriff Dept	104230480 - Kitchen Food
					<b>\$402.96</b>		
Petty Cash - Public Health or Tyler	122283	EVPH062722	07/26/2022	07/27/2022	62.16	Tobacco Compliance Cash Reimb	255062.620 - Tobacco Compliance
					<b>\$62.16</b>		
Pick-A-Stitch	122284	2406	07/26/2022	07/27/2022	264.00	SJC EMS	264350610 - Miscellaneous Supplie
					<b>\$264.00</b>		
Public Employees Heath Program	122194	PEHP20220718	07/19/2022	07/19/2022	34.58	Active Employee Premium	104230310 - Professional and Tech
Public Employees Heath Program	122194	PEHP20220718	07/19/2022	07/19/2022	34.58	Active Employee Premium	104230310 - Professional and Tech
					<b>\$69.16</b>		
Public Employees Heath Program	122285	2022072610001	07/27/2022	07/27/2022	34.58	Active Employee Premium	104230310 - Professional and Tech
					<b>\$103.74</b>		
Quadient Finance USA, Inc.	122286	2022072610053	07/27/2022	07/27/2022	3,101.17	Postage Machine Lease	104150241 - Postage
					<b>\$3,101.17</b>		

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Quadient Leasing	122287	N9343672	07/27/2022	07/27/2022	985.50	Lease Payment for Postage machine	104150241 - Postage
Quadient Leasing	122287	N9476751	07/27/2022	07/27/2022	985.50	Lease Payment for Postage machine	104150241 - Postage
					\$1,971.00		
					<b>\$1,971.00</b>		
Quill Corporation	122195	25990772	07/19/2022	07/19/2022	1,024.40	non departmental	104150240 - Office Expense
					<b>\$1,024.40</b>		
Rarick, Randy	122288	2022072610064	07/26/2022	07/27/2022	1,132.28	Travel Reimb.	104146230 - Travel Expense
Rarick, Randy	122288	2022072615200	07/26/2022	07/27/2022	53.16	Purchase Reimbursement	104146480 - Special Department Su
					\$1,185.44		
					<b>\$1,185.44</b>		
Redd's Ace Hardware	122196	859398	07/19/2022	07/19/2022	99.98	SJC Road Dept	214412250 - Equipment Operation
Redd's Ace Hardware	122196	859612	07/19/2022	07/19/2022	14.95	SJC Sheriff	104230610 - Miscellaneous Supplie
Redd's Ace Hardware	122196	859622	07/19/2022	07/19/2022	6.59	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	122196	860037	07/19/2022	07/19/2022	36.98	SJC Admin Building	104161260 - Buildings and Grounds
Redd's Ace Hardware	122196	860138	07/19/2022	07/19/2022	369.99	SJC Library	724168260 - Buildings and Grounds
					\$528.49		
Redd's Ace Hardware	122289	860189	07/27/2022	07/27/2022	79.98	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	122289	860358	07/27/2022	07/27/2022	32.99	SJC Road	214414260 - Buildings and Grounds
					\$112.97		
					<b>\$641.46</b>		
Regalia Manufacturing Co.	122290	374794	07/26/2022	07/27/2022	67.85	SJC Fair	104620240 - Office Expense
					<b>\$67.85</b>		
Rocky Mountain Info. Network	122197	22009	07/18/2022	07/19/2022	50.00	SJC Sheriff's Office	104210210 - Subscriptions and Me
					<b>\$50.00</b>		
Rocky Mountain Power	122198	RMP2022071110	07/19/2022	07/19/2022	82.10	59271696-0048 SJC Road	104225270 - Utilities
Rocky Mountain Power	122198	RMP2022071114	07/19/2022	07/19/2022	54.17	59271696-0055	104672270 - Utilities
Rocky Mountain Power	122198	RMP202207180	07/19/2022	07/19/2022	40.52	59288636-0045 Fire House/AMB	104225270 - Utilities
Rocky Mountain Power	122198	RMP202207180	07/19/2022	07/19/2022	105.67	73241784-0038 SJC Fire Control	104225270 - Utilities
Rocky Mountain Power	122198	RMP202207180	07/19/2022	07/19/2022	26.51	59288636-0086 Mex Hat Fire Station	104225270 - Utilities
Rocky Mountain Power	122198	RMP202207180	07/19/2022	07/19/2022	190.95	59288636-0037 Mexican Hat TV	104574270 - Utilities
Rocky Mountain Power	122198	RMP2022110710	07/19/2022	07/19/2022	18.56	59405396-0029 SJC Road	214414270 - Utilities
					\$518.48		
					<b>\$518.48</b>		
Rush Truck Centers of Utah Inc	122199	3028274658	07/19/2022	07/19/2022	295.86	SJC Road Dept	214412250 - Equipment Operation
					<b>\$295.86</b>		
San Juan Building Supply Inc.	122200	2207-201388	07/18/2022	07/19/2022	57.88	SJC Library	724168260 - Buildings and Grounds
San Juan Building Supply Inc.	122200	2207-201414	07/18/2022	07/19/2022	18.39	SJC Library	724168260 - Buildings and Grounds
					\$76.27		
					<b>\$76.27</b>		

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San Juan Clinic	122291	8755601	07/27/2022	07/27/2022	72.00	Todd Hurst	214414620 - Miscellaneous Service
					<b>\$72.00</b>		
San Juan Record	122201	161485	07/19/2022	07/19/2022	13.30	SJC Clerk	104142220 - Public Notices
San Juan Record	122201	161488	07/19/2022	07/19/2022	102.90	SJC Planning	104112240 - Office Expense
San Juan Record	122201	SJCAGG0622	07/19/2022	07/19/2022	1,449.00	SJC Aging	104686230 - Travel Expense
					\$1,565.20		
San Juan Record	122292	101SJCFR22	07/26/2022	07/27/2022	600.00	SJC Fair	104620220 - Public Notices
San Juan Record	122292	SJCFAIR0622	07/26/2022	07/27/2022	77.63	SJC Fair	104620220 - Public Notices
					\$677.63		
					<b>\$2,242.83</b>		
Schafer, Trent	122202	TS20220718090	07/19/2022	07/19/2022	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services
					<b>\$50.00</b>		
Scott, Peggy F	122293	2022072610032	07/27/2022	07/27/2022	4,646.50	Election Translation Services	104173610 - Miscellaneous Supplie
					<b>\$4,646.50</b>		
Shed, Sue	122203	SS20220711143	07/19/2022	07/19/2022	90.40	TRANSPORT	104672610 - Miscellaneous Supplie
					<b>\$90.40</b>		
Snow Christensen & Martineau	122204	499885	07/19/2022	07/19/2022	5,900.00	SJC Attorney	104156620 - Miscellaneous Service
					<b>\$5,900.00</b>		
Spillman, Koleman	122205	KS20220718090	07/19/2022	07/19/2022	80.00	TRAVEL REIMBURSEMENT	104230230 - Travel Expense
					<b>\$80.00</b>		
Staats	122294	95919	07/26/2022	07/27/2022	417.49	SJC Fair	104620240 - Office Expense
					<b>\$417.49</b>		
Stoughton, Andrea	122295	2022072609593	07/27/2022	07/27/2022	168.75	Fair Building Judge	104620240 - Office Expense
					<b>\$168.75</b>		
Sukarno, Dzaki	122296	2022072609593	07/27/2022	07/27/2022	2,000.00	Concert Opener	104620620 - Miscellaneous Service
					<b>\$2,000.00</b>		
Sysco Intermountain Food Svc.	122206	485338372	07/19/2022	07/19/2022	152.68	SJC SHERIFF	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	122297	485359763	07/27/2022	07/27/2022	297.11	SJC SHERIFF	104230480 - Kitchen Food
					<b>\$449.79</b>		
Teleflex	122298	9505239079-	07/27/2022	07/27/2022	1,000.00	SJC Ambulance	264350610 - Miscellaneous Supplie
					<b>\$1,000.00</b>		
The Go Travel Sites	122207	15011	07/18/2022	07/19/2022	417.00	SJC Econ Dev	104193210 - Subscriptions and Me
					<b>\$417.00</b>		

**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 07/15/2022 to 07/28/2022**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Thomas, Charissa Janelle	122208	CJT2022071809	07/19/2022	07/19/2022	100.00	Refund of Bail	103511000 - Justice Court Fines
					<b>\$100.00</b>		
Three-B Repair	122299	SJCC06272022	07/27/2022	07/27/2022	40.54	SJC Communications	104574251 - Gas, Oil and Grease
Three-B Repair	122299	SJCC06272022	07/27/2022	07/27/2022	850.00	SJC Communications	104574615 - Contracts
Three-B Repair	122299	SJCC07072022	07/27/2022	07/27/2022	95.13	SJC Communications	104574251 - Gas, Oil and Grease
Three-B Repair	122299	SJCC07072022	07/27/2022	07/27/2022	350.00	SJC Communications	104574615 - Contracts
					\$1,335.67		
					<b>\$1,335.67</b>		
Thurman, Debbie	122300	2022072609593	07/27/2022	07/27/2022	168.75	FAIR JUDGE	104620240 - Office Expense
					<b>\$168.75</b>		
Town of Bluff	122209	TOB2022071114	07/19/2022	07/19/2022	1,863.88	SJC Aging	104672270 - Utilities
					<b>\$1,863.88</b>		
Trinsio	122210	1003443	07/19/2022	07/19/2022	647.85	SJC IT	104151480 - Special Department Su
					<b>\$647.85</b>		
Turk, Colby	122301	23F08-T-002	07/27/2022	07/27/2022	203.00	Perdiem reimbursement	104211230 - Travel Expense
					<b>\$203.00</b>		
Turk, Palmer	122211	PT20220718090	07/19/2022	07/19/2022	80.00	TRAVEL REIMBURSEMENT	104230230 - Travel Expense
					<b>\$80.00</b>		
U.S. Bank Equipment Finance	122302	477413413	07/26/2022	07/27/2022	311.36	1080852	104150240 - Office Expense
					<b>\$311.36</b>		
U.S. Travel Association	122212	IPW-192746	07/19/2022	07/19/2022	5,465.00	SJC Utah's Canyon Country	104193210 - Subscriptions and Me
					<b>\$5,465.00</b>		
USU	122213	A35629-22-06	07/19/2022	07/19/2022	2.91	A35629-584500	104610480 - Special Department Su
USU	122213	A35629-22-06	07/19/2022	07/19/2022	30.00	A35629-584500	104610210 - Subscriptions and Me
USU	122213	A35629-22-06	07/19/2022	07/19/2022	129.83	A35629-584500	104610620 - Miscellaneous Service
USU	122213	A35629-22-06	07/19/2022	07/19/2022	167.91	A35629-584500	104610610 - Miscellaneous Supplie
USU	122213	A35629-22-06	07/19/2022	07/19/2022	217.37	A35629-584500	104610240 - Office Expense
USU	122213	A35629-22-06	07/19/2022	07/19/2022	1,118.75	A35629-584500	104610230 - Travel Expense
					\$1,666.77		
					<b>\$1,666.77</b>		
Utah Communications Authority	122214	INV-2223	07/19/2022	07/19/2022	20.00	SJC Sheriff	104210620 - Miscellaneous Service
					<b>\$20.00</b>		
Utah State Tax Commision	122303	23-008	07/27/2022	07/27/2022	84.00	BOE	104142230 - Travel Expense
					<b>\$84.00</b>		
Utah State Treasurer	122304	2022072610063	07/27/2022	07/27/2022	40.00	Surcharge,Fines,Wildlife Resou	103222000 - Marriage Licenses



**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 07/15/2022 to 07/28/2022**

<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>
Utah State Treasurer	122304	2022072610063	07/27/2022	07/27/2022	21,416.38	Surcharge,Fines,Wildlife Resou	103511000 - Justice Court Fines
					\$21,456.38		
					<b>\$21,456.38</b>		
Utah Tourism IndustryAssociation	122305	10067	07/27/2022	07/27/2022	1,000.00	UTIA Membership Dues	104193210 - Subscriptions and Me
					<b>\$1,000.00</b>		
Verizon Wireless	122306	9910545943	07/27/2022	07/27/2022	295.44	365552000-00001	104672280 - Telephone
Verizon Wireless	122306	9911073558	07/27/2022	07/27/2022	426.53	265507612-00001	104672280 - Telephone
Verizon Wireless	122306	9911113757	07/27/2022	07/27/2022	3,490.50	665507629-00003 Wireless Bill	104211610 - Miscellaneous Supplies
Verizon Wireless	122306	9911123573	07/27/2022	07/27/2022	54.18	765507047-00001	104112280 - Telephone
Verizon Wireless	122306	9911123573	07/27/2022	07/27/2022	155.76	765507047-00001	104111280 - Telephone
Verizon Wireless	122306	9911123591	07/27/2022	07/27/2022	53.05	765508819-00001	104682280 - Telephone
Verizon Wireless	122306	9911123591	07/27/2022	07/27/2022	106.10	765508819-00001	104682280 - Telephone
					\$4,581.56		
					<b>\$4,581.56</b>		
Waltman, Michelle	122307	2022072609593	07/27/2022	07/27/2022	168.75	FAIR JUDGE	104620240 - Office Expense
					<b>\$168.75</b>		
Washington National Insurance	122215	P2240499	07/19/2022	07/19/2022	3,431.87	Payroll Benefits	102229000 - Other Deductions Paya
					<b>\$3,431.87</b>		
Waste Management of Colorado	122216	0396996-4889-3	07/19/2022	07/19/2022	137.84	16-83977-33005 SJC Senior Center	104672270 - Utilities
Waste Management of Colorado	122216	0396998-4889-9	07/19/2022	07/19/2022	81.64	16-83977-53000 SJC Road Dept	214414270 - Utilities
					\$219.48		
					<b>\$219.48</b>		
Wheeler Machinery Company	122217	PS001322773	07/19/2022	07/19/2022	309.36	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	122217	PS001349389	07/19/2022	07/19/2022	213.68	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	122217	PS001350679	07/19/2022	07/19/2022	2,476.79	SJC Road Dept	214412250 - Equipment Operation
					\$2,999.83		
					<b>\$2,999.83</b>		
Wilson, Lloyd	122218	LW20220718090	07/19/2022	07/19/2022	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services
					<b>\$50.00</b>		
Workman, Corey	122308	23F08-T-003	07/27/2022	07/27/2022	203.00	PER DIEM	104211230 - Travel Expense
					<b>\$203.00</b>		
					<b>\$242,321.37</b>		



## COMMISSION STAFF REPORT

**MEETING DATE:** Aug 2, 2022

**ITEM TITLE, PRESENTER:** Rural Community Assistance Corporation (RCAC) requesting a letter of support to apply for the EDA Equity Investment grant. , Elaine Gizler, Economic Development and Visitor Services Director.

**RECOMMENDATION:** Consent Agenda

**SUMMARY:** San Juan County Economic Development and Visitor Services Director requests approval of a Letter of Support for the Rural Community Assistance Corporation (RCAC) as they apply for the EDA Equity Investment grant for San Juan County and Grand County to further Community Economic Development Projects in alignment with our priorities. They serve communities with populations of fewer than 50,000. They provide environmental assistance to small municipal and not-profit water systems, wastewater systems, and solid waste management programs in 11 western states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Nevada, New Mexico, Oregon, Utah, and Washington. They are also part of the Rural Community Assistance Partnership (RCAP) network.

**The following is the content that will be included in the grant application:**

Overview: SOW

**(BRE) Building Rural Economies Training and Technical Assistance** to support identification and implementation of Community Economic Development Priorities with EDA CEDS; capacity building to local and regional community development organizations, EDDs and stakeholders.

**Community Economic Development Summit – “Learnings, Innovations, Inspirations”:** Onsite Learning and Networking Training for Cohort Communities (travel and expenses to support 15 individuals, board members, EDDs, local leadership engaged with Cohort CED projects. Summit provides training, collaboration, networking - sharing of ideas, inspiration, and innovation. Outputs/ outcomes to include: quantitative and qualitative evaluation of work completed to date, CED success and learnings, and strategies to overcome barriers.

**Consultants:** training for RCAC, stakeholders on culturally appropriate development on Homestead Trust Lands; legal tenets on federal trust lands, HI specific; experts to assist in land use planning and development; financial analysis - all regions.

Grand County and San Juan County, UT:

- Onsite Training and TA; define and implement community economic development strategies for San Juan and Grand County and surrounding Counties

- Guide update of Grand County general plan, conduct/ facilitate series of onsite community meetings to gather data on CED priorities in alignment w/ 2019 – 2023 CEDs Southeastern UT
- Deliver workshop series for multi- county region – explore transportation, lack of airport, major highways or railroad
- Assist in development of multi- county trail system planning for Grand and San Juan County
- Facilitate community sessions to explore leveraging of regional/local assets to promote small business development, entrepreneurship, and social enterprise opportunities on Tribal lands and off-reservation sectors to include: Recreation and Tourism: trails development, local regional food systems; Native Culture, historical sites (WW model, value chain analysis\_

San Juan County – Persistent Poverty County; Navajo lands

- Participation in “Community Economic Development Summit – Learnings, Innovations, and Inspirations”

**HISTORY/PAST ACTION.** NA

**FISCAL IMPACT** NA



# SAN JUAN COUNTY COMMISSION

Item 3.

Willie Grayeyes	Chairman
Bruce Adams	Vice-Chair
Kenneth Maryboy	Commissioner
Mack McDonald	Administrator

August 1, 2022

Rural Community Assistance Partnership  
1725 I St NW #225,  
Washington, DC 20006

To whom it may concern,

On behalf of the San Juan County Commission, I would like to express my support for the Rural Community Assistance Partnership's application for the EDA Equity Impact Investment program. Our community is in need of Rural Community Assistance Corporation's (RCAC) Community Economic Development training, technical assistance, and experience in capacity building in rural communities. We look forward to having an opportunity to work together to strengthen and build economic development locally and regionally.

Our community, San Juan County, Utah is located in the southeastern area of Utah. Population estimates for San Juan County are 14,489 a .2% decrease from the 2021 estimate. According to the U.S. Census Bureau, San Juan County, Utah has a diverse population with approximately 48.5% American Indian and Alaska Native alone, and 6.1% are Hispanic or Latino. The balance is White, Asian, and Two or More Races. The Median household income in 2020 was \$49,60- and the persons in poverty are approximately 18.6%. San Juan County Economic Development is focused on building a thriving community for the residents, to provide opportunities for families and children to stay and support San Juan County. We are focused on Business Retention and Expansion, educating our business owners, and offering opportunities to all.

We look forward to growing our relationship with RCAC and hope that many other local organizations have the opportunity to do so as well. RCAP and RCAC are tremendous assets. Once again, we support RCAP's application for funding from EDA so that they may continue and expand their practical work in our community and hundreds of other small districts across the nation.

Sincerely,

Willie Grayeyes  
Chair,  
San Juan County, Utah Commission



## COMMISSION STAFF REPORT

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**MEETING DATE:** August 2, 2022

**ITEM TITLE, PRESENTER:** Approving a new County Economic Development Board (CED) member in Juan County by Elaine Gizler, Economic Development, and Visitor Services Director.

**RECOMMENDATION:** Consent Agenda

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**SUMMARY:** San Juan County Economic Development and Visitor Services Director requests the approval of Karen Whipple, Monticello, Utah Resident, and Business Owner as a County Economic Development Board Member. Karen has requested to be appointed as a County Economic Development Board Member. Karen Whipple is the owner of the High Desert Café in Monticello and the previous Peace Tree Juice Café since 2004.

She was born in San Juan County, lived here most of her life, and is a registered voter.

**HISTORY/PAST ACTION:** She will replace Becky Acton who has declined the position on the CED Board due to a conflict.

**FISCAL IMPACT:** None



## COMMISSION STAFF REPORT

**MEETING DATE:** July 19, 2022

**ITEM TITLE, PRESENTER:** Approval of Department of Environmental Quality, San Juan County Health Department Letter, Workplan & Contract FY2023 by Grant Sunada, Public Health Director

**RECOMMENDATION:** Approval

### SUMMARY

The purpose of this scope of work is to establish clear goals, objectives, measures, and reporting requirements that the Division of Drinking Water (DDW) and the Local Health Departments (LHDs) have agreed to guide our work together. DDW and the LHDs work in partnership to ensure that the public water systems can supply safe and reliable drinking water. LHDs serve the important role as both a local contact and support for public water systems throughout the State.

The purpose of this funding is support the main activities of the San Juan County Environmental Health Director in ensuring and promoting air quality; maintaining superior drinking water quality; emergency response; protect public health and the environment from exposure to contamination caused by solid and hazardous waste and used oil, wastewater, liquid waste, pollution.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

The total funding allotment for San Juan County Health Department is \$74,251 and includes the following changes over last year:

- Drinking Water funding decreased from \$7,812 to \$7,428. Drinking Water funding is based on the functions agreed to in the Scope of Work.
- All other funding levels remain the same.

The funding becomes effective July 1, 2022, and will be disbursed in quarterly installments beginning August 1, 2022.



Department of  
Environmental Quality

Kimberly D. Shelley  
*Executive Director*

State of Utah

SPENCER J. COX  
*Governor*

Ty L. Howard  
*Deputy Director*

DEIDRE HENDERSON  
*Lieutenant Governor*

June 13, 2022

Willie Grayeyes, Commission Chair  
San Juan County Board of Commissioners  
San Juan County Health Department  
735 South 200 West Suite 2  
Blanding, UT 84511

Dear Mr. Grayeyes:

With this letter, I am forwarding the one-year contract and work plan for FY23. The total funding allotment for San Juan County Health Department is \$74,251 and includes the following changes over last year:

- Drinking Water funding decreased from \$7,812 to \$7,428. Drinking Water funding is based on the functions agreed to in the Scope of Work.
- All other funding levels remain the same.

The funding becomes effective July 1, 2022, and will be disbursed in quarterly installments beginning August 1, 2022.

Please review the attached documents and complete the required information on Attachment C. If you agree, please sign and submit the contract using Adobe E-sign. The documents will automatically be submitted to Sarah Ward and a copy sent to you. If you have any questions or concerns, please contact Sarah at [sarahward@utah.gov](mailto:sarahward@utah.gov) or 385.332.9574.

Thank you for your continued partnership.

Sincerely,

Kimberly D Shelley  
Executive Director

Enclosures (5):

1. San Juan County Workplan Contract FY2023
2. Attachment A Terms Gov Service
3. Attachment B San Juan County Workplan FY2023
4. Attachment B.5 San Juan County FY2023 Scope of Work
5. Attachment C San Juan County Subaward Terms and Conditions FY2023

CC: via Email w/Enclosures

Ronnie Nieves, Environmental Director, San Juan County Utah Health Department  
Ann Marie Burgess, San Juan County Utah Health Department



# STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:  
Department Name: Environmental Quality Agency Code: 480 Division Name: NA, referred to as

the State Entity, and the following Contractor:

Name: San Juan County Public Health Department  
Address: 735 South 200 West Suite #2  
City: Blanding State: UT Zip: 84511  
Contact Person: Willie Grayeyes  
Phone No. 435.587.3838 Email: williegrayeyes@sanjuancounty.org  
Vendor No. 06866HL Commodity Code No. 92535

### LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Environmental Services, as described in the attached documents.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# NA, FY, Bid No. NA, or other method:

4. CONTRACT PERIOD: Effective 07/01/2022 Termination Date: 06/30/2023 unless terminated early or Date: extended in accordance with the terms and conditions of this contract. Renewal options (if any): NA

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ 74,251 for costs authorized by this contract.

Prompt Payment Discount (if any): Additional information regarding costs: Payments will be made in quarterly installments in the 2<sup>nd</sup> month of each quarter in the applicable fiscal year as follows; August, November, February, and May. The February payment will include the Sanitary Survey funding and will be adjusted, if needed, based on the Surveys completed.

6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods or X Services  
ATTACHMENT B: Annual Workplan and DDW Scope of Work  
ATTACHMENT C: Subaward Terms and Conditions

**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 No. dated
- 8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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.

### CONTRACTOR

### STATE

Contractor's Signature	Agency's Signature
Date	Date
Print Name	Title

### STATE OF UTAH APPROVING AUTHORITIES

Director, Division of Finance	Date
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Sarah Ward Agency Contact Person	385.332.9574 Telephone Number	sarahward@utah.gov Email
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**ATTACHMENT A**  
**STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES**

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) “Confidential Information” means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) “Contract” means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from the parties entering into this Contract.
  - c) “Contract Signature Page(s)” means the State of Utah cover page(s) that the State Entity and Contractor sign.
  - d) “Contractor” means the individual or entity delivering the Services identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
  - e) “Services” means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) 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.
  - f) “Proposal” means Contractor’s response to the State Entity’s Solicitation.
  - g) “Solicitation” means the documents used by the State Entity to obtain Contractor’s Proposal.
  - h) “State Entity” means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - i) “State of Utah” means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - j) “Subcontractors” means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services 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:** 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, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**  
INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor’s legal status is that of an independent contractor, and in no manner shall

## ATTACHMENT A

## STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind 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:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and 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 either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved 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.

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.

## ATTACHMENT A

## STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

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. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
20. **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.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery 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.
22. **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.
23. **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.
24. **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 and 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.
25. **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.

## ATTACHMENT A

## STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **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 (i.e. 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.
28. **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.
29. **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.
30. **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.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **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.
33. **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.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **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.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All 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.

## ATTACHMENT A

## STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

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:** INTENTIONALLY DELETED
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:** INTENTIONALLY DELETED.
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 limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
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 of this Contract 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.

(Revision Date: 12 December 2019)

# San Juan County Health Department Environmental Service Delivery Plan FY2023

## Reporting

An Annual Report on Performance (due August 31, 2023) and Expenditures (due July 30, 2023)

## Funding Sources

**TOTAL: \$74,251**

### State

General Funds: \$62,245

**NOTE: The following funding sources have restrictions; funds may solely be used for the purpose appropriated.**

### Federal

Air Quality Compliance: \$3,000 CFDA# 66.605 – Performance Partnership Grant Award #BG 99847521

Drinking Water: \$2,524 (Sanitary Surveys & training) plus \$4,904 (Scope of Work) CFDA#66.605 – Performance Partnership

Grant Award #BG 99847521

### Restricted

Used Oil: \$1,078

Mercury and Other Water Quality: \$500

<b>Air Quality</b>			
<b>GOAL</b>	<b>OBJECTIVE</b>	<b>MEASURE</b>	<b>TO BE REPORTED</b>
<p>Provide air quality information to the public.</p> <p>As appropriate, alert the Division of Air Quality to compliance issues.</p>	<p>Provide information to the public directly - through outreach activities, answers to questions, and/or printed information - and indirectly - via the Web and social media outlets.</p>	<p>A brief summary on how objectives were met. To the extent possible, provide the number of people reached.</p>	<p>Issues requiring action reported directly to Jay Morris, compliance branch manager, at 801-413-6079 or <a href="mailto:ipmorris@utah.gov">ipmorris@utah.gov</a></p> <p>All other information, summarized annually, in conjunction with the End of Year Report.</p>
	<p>As appropriate, refer air quality compliance issues to Division of Air Quality staff.</p>	<p>Timely referral of issues.</p> <p>A brief summary of the types of issues handled directly as part of the annual report.</p>	

Drinking Water			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Maintain superior drinking water quality by ensuring adequate facilities, source protection and timely assistance to water system operators.	Provide service as outlined in the attached Drinking Water Scope of Work. (See Attachment B.5)		
Ensure that sanitary surveys are conducted using established forms and following established guidance protocol.	Conduct sanitary surveys for reimbursement (below) using established guidance protocols. Surveys are due to the Division within 30 days of completion. All surveys are to be completed and received by the Division by no later than October 31, 2022. Extension of the deadline needs to be approved by Division on case-by-case basis. The reimbursement amount for any surveys not completed will be subtracted from the February 2023 quarterly payment.	Number of systems surveyed. Percent of systems with approved ratings. Percent population served with approved ratings.	When surveys are performed. Each survey report must be submitted to DDW within 30 days of survey.

UTAH19016	BUCKBOARD CAMPGROUND	\$	456.00
UTAH19037	WIND WHISTLE CAMPGROUND	\$	456.00
UTAH13014	GLEN CANYON NRA - BULLFROG	\$	756.00
UTAH19061	GLEN CANYON NRA - DANGLING ROPE	\$	756.00

Executive Director's Office			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect the integrity of the regulatory process and ensure that enforcement actions are not put at risk due to technicalities that could have been addressed through coordination.	Contractor will coordinate with either a division director or DEQ's Executive Director on anything that directly cites Title 19 and is the subject of a judicial (civil or criminal) enforcement process.	Coordination occurs, as needed.	Annually, in conjunction with the End of Year Report.



Waste Management and Radiation Control			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect public health and the environment from exposure to contamination caused by improper treatment, storage and disposal of solid and hazardous waste.	Identify illegal waste tire dumps as SJCHD becomes aware. Attempt to locate responsible party and cause them to remove the tires.	Estimated number of waste tires at dumps. Number of tire piles. Number of removal effort affidavits.	Annually, in conjunction with the End of Year Report.
	Provide information on household hazardous wastes by directing them to EPA's webpage. <a href="https://www.epa.gov/hw/household-hazardous-waste-hhw">https://www.epa.gov/hw/household-hazardous-waste-hhw</a> or Earth 911.com. on how and where to dispose of them.	Number of phone calls from the public.	
	Assist and/or respond to spills and complaints when requested by the district engineer or the Division.	Number of complaints. Number of consultations. Number of follow up inspections.	
	Answer questions and respond to complaints and concerns regarding solid waste.	Inspection reports.	
	LHD do periodic inspections of landfills		
All staff responding to solid waste questions attends and participates in a training session either electronically or in person if one is hosted by the DWMRC.	Attendance and participation in training.		
Note if a waste tire recycler locates within the SJCHD this plan will be modified to include waste tire recycling reimbursement processing.			

Waste Management and Radiation Control: Used Oil			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.</p>	<p><b>Inspect all used oil collection centers (UOCCs) every six months and submit an inspection report with photos documenting compliance.</b></p> <ol style="list-style-type: none"> <li>1. Document inspections on UOCC Inspection Form provided by Division of Waste Management and Radiation Control (DWMRC) either electronically or hardcopy:               <ol style="list-style-type: none"> <li>a. Ensure all inspection forms are completely filled out. Use N/A if not applicable.</li> <li>b. Annotate time spent to complete the inspection (include travel).</li> <li>c. Add comments, suggestions or issues in the comment section.</li> </ol> </li> <li>2. Attach a copy of photo(s) to each inspection form to document conditions and/or noncompliance and resolutions implemented.</li> <li>3. Gather ALL DIYer log sheets at UOCCs and submit with inspection forms and photo(s) even if only a few entries have been made.</li> </ol>	<p>Inspector will download the most current list of UOCCs for their inspection area via DEQ website. The number of UOCCs inspected versus the total universe goal is 100%.</p> <p>Complete inspection reports must include:</p> <ul style="list-style-type: none"> <li>• Inspection checklists,</li> <li>• Fully filled-out log sheets and Printed/labeled photographs of the each UOCC tank area.</li> </ul> <p>Documentation of any non-compliance and resolutions are annotated on the inspection form in the comment section.</p> <p><b>All UOCC Collection Center log sheets are collected during each inspection and submitted to DWMRC with your inspection reports.</b></p>	<p><b>UOCC inspection reports which include checklist, photos and log sheets submitted to the Division, semi-annually:</b></p> <ul style="list-style-type: none"> <li>• No later than Jan. 20 (for July – Dec. activity)</li> <li>• No later than July 20 (for Jan. – June activity)</li> </ul>

<b>Waste Management and Radiation Control: Used Oil</b>			
<b>GOAL</b>	<b>OBJECTIVE</b>	<b>MEASURE</b>	<b>TO BE REPORTED</b>
<p>Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.</p>	<p><b>Investigate all complaints regarding used oil releases and allegations of used oil violations, including complaints the LHD and DWMRC receive from anonymous sources.</b></p> <ol style="list-style-type: none"> <li>1. Submit written report and, for major problems, photographs, describing the complaint and investigation process, including follow-up procedures and resolutions.</li> <li>2. For complaints that are resolved quickly, documentation should be submitted when the complaint has been resolved.</li> <li>3. For complaints that require extended follow-up, documentation should be submitted periodically.</li> <li>4. Ensure that all complaints are investigated and verify the issues are being addressed in a timely and appropriate manner. If issues do not get resolved, ensure that appropriate enforcement actions are taken. Notify the DWMRC for any assistance needed.</li> </ol>	<p>All complaints regarding used oil releases are listed on the Semi-Annual Used Oil Report Form</p> <p>Allegations for used oil violations are investigated and reported on Used Oil Report Form.</p> <p>Written reports and photographs of investigations and resolutions of major problems are submitted in the annual report.</p>	<p><b>Semi- annually on the UOCC Report Form:</b></p> <ul style="list-style-type: none"> <li>• No later than Jan. 20 (for July – Dec. activity)</li> <li>• No later than July 20 (for Jan. – June activity)</li> </ul>

<b>Waste Management and Radiation Control: Used Oil</b>			
<b>GOAL</b>	<b>OBJECTIVE</b>	<b>MEASURE</b>	<b>TO BE REPORTED</b>
Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of used oil.	Perform public outreach promoting used oil recycling to public groups such as the Chamber of Commerce, high school automotive shops, fairs, official boards and other organizations.	Number of public education presentations performed.	<b>Semi-annually on the UOCC Report Form:</b> <ul style="list-style-type: none"> <li>No later than Jan. 20 (for July – Dec. activity)</li> <li>No later than July 20 (for Jan. – June activity)</li> </ul>
	All used oil staff attend and participate in the used oil training session either electronically or in person if one is hosted by the DWMRC.	Attendance and participation in used oil training by all personnel involved with used oil outreach.	

<b>Water Quality</b>		
<b>GOAL</b>	<b>OBJECTIVE</b>	<b>MEASURE</b>
<p>Effectively implement the small wastewater disposal system program to protect the environment and enhance relations with and support of local health department.</p>	<p>Administer small wastewater disposal systems to comply with Utah Administrative Code R317-4 and local rules.</p> <ol style="list-style-type: none"> <li>1. Review, approve, and inspect all new, repairs, and alterations to both Conventional and Alternative onsite systems, including Holding Tanks.</li> <li>2. Conduct complaint investigations and pursue corrections of any onsite system failures.</li> <li>3. <b>Collect the \$40 for each new onsite wastewater system installed, and remit fees to DWQ by the 30<sup>th</sup> day of the month following the end of each quarter.</b></li> <li>4. Assure that all LHD staff involved in the review, approval, and inspection of onsite wastewater systems are trained and certified at the appropriate level per R317-11.</li> <li>5. Assure that all onsite system work is done by persons certified as appropriate according to R317-11.</li> </ol>	<p>Annually, in conjunction with the End of Year Report.</p> <ol style="list-style-type: none"> <li>1. Existence of plan review, perc test, soil log evaluation and inspection records.</li> <li>2. Number of systems approved.</li> <li>3. Number of systems inspected.</li> <li>4. Total number of systems in county.</li> <li>5. Number of Holding Tank approvals issued.</li> <li>6. Number of complaint investigations conducted.</li> <li>7. Number and type of failures identified and/or corrected.</li> <li>8. Fees remitted quarterly to DWQ.</li> <li>9. All staff are certified per R317-11 and identified as being Level 2 or 3.</li> <li>10. All work is done by persons certified per R317-11.</li> </ol>

<b>Water Quality</b>			
<b>GOAL</b>	<b>OBJECTIVE</b>	<b>MEASURE</b>	<b>TO BE REPORTED</b>
Communication and Training	To remain effective and knowledgeable, DWQ and LHD will continue to participate and communicate in onsite program matters.	<ol style="list-style-type: none"> <li>1. DWQ will notify LHD by a means of communication, when a representative comes into the LHD area for onsite program business.</li> <li>2. DWQ will be represented at all COWP monthly meetings.</li> <li>3. LHD will attempt to send a representative to monthly COWP meetings.</li> <li>4. A representative of DWQ will attend the annual Utah Onsite Wastewater Association conference.</li> <li>5. LHD will attempt to send a representative to the Annual Utah Onsite Wastewater Association conference.</li> </ol>	Annually, in conjunction with the End of Year Report.
Effectively implement and administer the Liquid Waste Program in the collection, storage, transportation and disposal of all sewage wastewater.	<p>Administer the Liquid Waste Program per Utah Administrative Code R 317-550 to help prevent a public health hazard or nuisance or adversely affecting water quality.</p> <ol style="list-style-type: none"> <li>1. Ensure every Liquid Waste Operation working within the boundaries of the LHD holds a valid operating permit.</li> <li>2. Ensure that the disposal sites used by the Liquid Waste operators are maintained in a sanitary</li> </ol>	<ol style="list-style-type: none"> <li>1. Maintain a list of all Liquid Waste operators currently permitted within the LHD jurisdiction.</li> <li>2. LHD may conduct annual inspections on all the liquid waste trucks used by each operator.</li> <li>3. Encourage the operator to obtain a surety bond issued by a corporate surety company.</li> <li>4. LHD may inspect disposal sites used by the liquid</li> </ol>	Annually, in conjunction with the End of Year Report.

Water Quality		
GOAL	OBJECTIVE	MEASURE
Identify and manage all pollution sources to insure continued beneficial uses of water and public health protection.	manner and adequate to receive and treat these wastes.  Notify DWQ of any new surface water and ground water pollution sources you become aware of.	waste operators, as determined as necessary.  Number of uncontrolled pollution sources and spills identified and addressed or referred to DEQ.  Number of fish kills investigated.
		Annually, in conjunction with the End of Year Report.

Water Quality: Get the Mercury Out		
GOAL	OBJECTIVE	MEASURE
Encourage pollution prevention to Utah citizens through programs that target the reductions of special wastes.	Contractor will serve as a collection center for citizens needing to dispose of mercury containing household products. Funds provided by DEQ cover mercury disposal up to \$500, through state contract with Clean Harbors  Chuck Lawrence at Clean Harbors. (801)597-0283 <a href="mailto:lawrence.chuck@cleanharbors.com">lawrence.chuck@cleanharbors.com</a>	Pounds of mercury collected and properly disposed.
		Annually, in conjunction with the End of Year Report.

## San Juan Health Department Scope of Work Guidance (FY23)

### Purpose

The purpose of this scope of work is to establish clear goals, objectives, measures, and reporting requirements that the Division of Drinking Water (DDW) and the Local Health Departments (LHDs) have agreed to guide our work together. DDW and the LHDs work in partnership to ensure that the public water systems can supply safe and reliable drinking water. LHDs serve the important role as both a local contact and support for public water systems throughout the State.

### Core Items

#### 1. Track, Manage, and Report on Threshold Systems

A threshold system is a water system that does not currently meet the state or federal definition of a public water system (eight service connections or 25 persons served for sixty days out of the year), but through development may meet that definition in the future. LHDs can notify DDW about a potential water system through the interactive form (<https://forms.gle/e5uNvxWWLCPBKRue6>). LHDs are encouraged to reach out to DDW for assistance or consultation on a potential public water system including on-site inspections or review of potential public or system type status.

LHD's, within their purview, will develop and implement procedures to identify drinking water service threshold systems/business. This can be achieved through planning and zoning notices, miscellaneous notifications, onsite wastewater permitting, and other methods. The procedures will ensure the LHD is aware of new developments outside of public water system boundaries. The LHD will work with DDW to track, monitor, and manage these developments and potential water systems, and will consult with DDW on each case whether a new system meets the PWS criteria or not. When a water system meets the requirements of a PWS, the LHD will report the system to DDW. When possible LHDs will assist in helping new systems meet the requirements set forth in their Initial Water System Order (Welcome to the Club *sic*).

**Goal:** LHD will be aware of the threshold for becoming a public water system to develop and implement procedures to trigger a review of any new development. Decrease public health gaps for residents receiving drinking water from a system that should be regulated by DDW.

**Objective:** The proliferation of small systems and large communities served water behind a master meter that are unknown to DDW, but should they be a PWS when there is a public health gap. Community development can also grow to cross the regulatory threshold. DDW needs LHD assistance to keep track of these localized types of situations and refer these systems to DDW for regulation when appropriate. The LHD and building authority is uniquely positioned to assist these systems in their transition to regulated PWSs.



**Measure:** Maintain an inventory of threshold systems and update their status annually.

**Report:** Notify DDW on or before the quarterly Action Compliance Strategy Meeting of threshold systems that meet the requirements of a PWS and provide the inventory of threshold systems LHD reviewed in the annual report.

## 2. Consultations with Public Water Systems

The LHD will consult with and provide assistance to local drinking water systems on unapproved or corrective action status, boil orders, notices of violation (NOV), system deficiencies, optimization and technical assistance, training and using WaterLink, and will support water systems performing Level 1 Assessments. The LHD will also confirm the deficiency and violation status of the public water system serving a proposed development and consult with DDW if capacity deficiencies are identified before the development is approved by the LHD. The LHD will inform DDW of concerns and questions received by PWSs to keep DDW aware of developing perceptions and concerns so that DDW can adjust training and outreach accordingly.

**Goal:** Provide local support for PWS compliance and optimization.

**Objective:** Ensure that each PWS has accurate, timely, and localized assistance to ensure their compliance with DDW regulations to protect public health.

**Measure:** Reduce the number of not approved PWSs, minimize the duration of and subsequent follow-up events that result from water system non-compliance.

**Report:** What the LHD is doing to encourage compliance with drinking water rules and standards. Report the number of systems LHD provided support or information to assist in Public Notifications and/or building permit denials due to drinking water deficiencies.

## 3. Emergency Response

The LHD will contact DDW, using the emergency response number, within 4 hours of any incident or emergency that may impact drinking water to ensure best practices will be used to protect public health. Leaving a voicemail on the DDW emergency response number will be sufficient notification in the event of an unanswered call. The LHD will coordinate efforts with DDW to determine what emergency situations they wish to participate in. DDW will notify and/or coordinate with the LHD on all Tier 1 and Maximum Contaminant Level (MCL) Public Notices. The LHD will work with DDW and the PWS on additional sampling requirements and reporting during drinking water emergencies.

**Goal:** Provide rapid and accurate response to protect public health.

**Objective:** Ensure that the public is quickly given accurate and consistent information. Participate in emergency response activities according to established protocols.

**Measure:** Response measures will be event specific.

**Report:** All emergency response activities and results, not already recorded in Waterlink, shall be tracked, managed, and reported to DDW by email per incident.

#### 4. Support Source Protection Programs

The LHD will support public water systems in their efforts to protect their drinking water sources through cooperation, coordination, and communication. Counties of the first and second class are statutorily required to develop and enforce source protection ordinances to protect watersheds, drinking water sources, and public health. Many counties that are not of the first or second class have recognized the value of protecting drinking water sources and have voluntarily implemented source protection ordinances as well. LHDs that have these ordinances will work with county code enforcement to encourage that these ordinances are enforced, consult with DDW whenever there is a change to their ordinance, and respond to DDW inquiries in a timely manner.

**Goal:** To protect the public drinking water supply from potential contamination sources.

**Objective:** To support PWS efforts to protect their sources through cooperation, coordination, and communication. The LHD has more authority than DDW within its local jurisdiction to make significant impacts on source protection. This could be through ordinance, plan review, density planning, coalitions, or other measures.

**Measure:** Document actions related to source protection ordinances such as identifying source protection zones of a PWS to identify properties with restricted activities such as onsite wastewater systems, ground heat source pump inquiries, watershed issues, etc., enforcement, public outreach and education, and other activities.

**Report:** All source protection activities LHDs are involved in shall be tracked, managed, and reported to DDW annually.

#### 5. Public Consultations and Media Inquiries

The LHD in coordination with DDW and the PWS will continue to provide accurate, timely, consistent messaging to the public concerning water systems within its boundaries and ensure that communication is in alignment with DDW programs, policies, and directive whenever practical. Media inquiries regarding public drinking water systems and supplies will be coordinated with DDW whenever practical. This coordination will follow the procedures outlined in the DEQ-LHD Notification Procedure.

**Goal:** To provide transparency to the public with respect to drinking water issues.

**Objective:** Ensure accurate, timely, and consistent messaging with respect to drinking water issues to the public and media.

**Measure:** Agree to participate and coordinate with DDW.

**Report:** Report the number of systems LHD provided support or information to assist in public consultations and media inquiries.

## 6. Investigative Sampling

**Goal:** To reduce the duration of public health concerns, DDW may request the support of LHDs to collect samples. DDW will work with LHDs on which samples are needed and laboratory costs.

**Objective:** To quickly identify the root cause of specific public health concerns.

**Measure:** Number and type of samples collected for each specific event.

**Report:** Number and type of investigative PWS samples collected in relation to any specific event that the DDW requests, along with any correlation between samples collected and issues identified.

## 7. Sanitary Survey Training and Pre-site visit Waterlink Facility Review

**Goal:** Improve accuracy and consistency of site visit inspections

**Objective:** All surveyors attend annual training virtual sessions and in-person support sessions. The in-person session will function as a day to cover questions and answers, and/or the DDW trainer can shadow the LHD surveyors on a site inspection.

**Measure:** Each surveyor will complete both in-person and virtual recordings (\$100 compensation per surveyor)

**Report:** DDW will track virtual training participation using the Webex software.

## 8. Operator Certification

**Goal:** Help DDW ensure that all PWS have a certified operator.

**Objective:** Provide location and proctor for operator certification examinations and help to identify certified operators when a system is without one.

**Measure:** Number of tests proctored.

**Report:** Number of tests proctored.

## 9. Support Backflow and Cross Connection Programs

**Goal:** Prevent contamination of public drinking water supply from cross connections or backflow events.

**Objective:** Support local backflow and cross connection control programs.

**Measure:** LHD specific actions

**Report:** Annually report on LHD specific actions.

ATTACHMENT C  
SUBAWARD TERMS AND CONDITIONS

This contract is a subaward from Federal funds. You are responsible to comply with the following Federal requirements as applicable.

TO BE FILLED OUT BY ENVIRONMENTAL QUALITY:	
Federal Agency	_____ Environmental Protection Agency _____
CFDA Title	<u>Performance Partnership Grant</u> CFDA No. <u>66.605</u>
Award Name	<u>Performance Partnership Grant</u> Award No. <u>BG 99847521</u>
Award Date (MM/DD/YYYY)	<u>09/24/2020</u>
Total Federal Award Amount Obligated this action(contract)	<u>\$10,428</u>
Total of current & prior funds committed under this contract	<u>\$</u>
Expected future commitments under this contract	<u>\$</u>
Research & Development (RND)	YES _____ NO <u>X</u>
Will Indirect Costs Be Charged	YES _____ NO <u>X</u> If yes, what is the approved Rate? _____

TO BE FILLED OUT BY CONTRACTOR:	
Subrecipient Name	<u>San Juan County Public Health Department</u>
DUNS No.	<u>070018296</u>
Zip + 4 No.	<u>84535</u>
In the preceding fiscal year were your annual Federal revenues:	
Greater than \$25,000,000?	YES _____ NO <u>x</u>
Greater than 80% of your total revenue?	YES _____ NO <u>x</u>
If you answer yes to both of these questions, please see section O. for further guidance.	

**Contractor Requirements:**

- A. The contractor will comply with the following: (1) all applicable provisions of 40 CFR Parts 29, 31, 34, and 35 (if applicable), OMB Circulars A-102, A-133 and 2 CFR, Part 225 and (2) any terms and conditions set forth in this assistance agreement or assistance amendment.
- B. The Project Work Plan is the work plan for this award. Performance will be evaluated consistent with the Policy on Performance Based Assistance dated May 31, 1985.
- C. The contractor agrees to ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.
- D. At the conclusion of the contract, the contractor must notify DEQ of any property acquired or inventions (EPA Form 3340-3) with funds from the contract.
- E. The chief executive officer of this contractor shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized

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under existing law. The contractor shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

F. Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” Contractor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contractor may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

G. The contractor of this DEQ subaward must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart C. Additionally, in accordance with these regulations, the contractor must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165f70316effa8ebf67df73de0&rgn=div5&view=text&node=2:1.2.11.11.2&idno=2>.

- H. 1. The contractor agrees to:
- (a) Establish all subaward agreements in writing;
  - (b) Maintain primary responsibility for ensuring successful completion of the DEQ-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
  - (c) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the contractor;
  - (d) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
  - (e) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
  - (f) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
  - (g) Obtain DEQ’s consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
  - (h) Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
2. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the contractor’s DEQ Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. The contractor is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

I. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this

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**SUBAWARD TERMS AND CONDITIONS**

assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

J. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

K. In accordance with OMB Circular A-133, which implements the Single Audit Act, the contractor hereby agrees to obtain a single audit from an independent auditor, if it expends \$750,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a contractor's fiscal year or 30 days after receiving the report from the auditor, the contractor shall submit the SF-SAC and a Single Audit Report Package. **The contractor MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>. The contractor shall also submit a copy of the single audit report to DEQ.

L. Universal Identifier Requirements.

1. Requirement for Data Universal Numbering System (DUNS) numbers. The contractor is required to have a DUNS number and provide it to DEQ.

2. Definitions. For purposes of this award term:

a. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

b. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization; and
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

c. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the contractor award to an eligible subrecipient.

2. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

3. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

d. Subrecipient means an entity that:

1. Receives a subaward from you under this award; and
2. Is accountable to you for the use of the Federal funds provided by the subaward

M. Congress has prohibited EPA from using its FY 2011 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this

## ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to DEQ.

### N. DBE REPORTING

#### GENERAL COMPLIANCE, 40 CFR, Part 33

The contractor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

#### FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

Current Fair Share Objective/Goal

Utah Department of Environmental Quality has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: CONSTRUCTION 4.0%; SUPPLIES .25%; SERVICES .5%; EQUIPMENT .25%

WBE: CONSTRUCTION 2.0% SUPPLIES .25%; SERVICES .5%; EQUIPMENT .25%

#### SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the contractor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under a DEQ subaward, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 55.503

The contractor agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the contractor receives the award, and continuing until the contract is completed. Only procurements with certified MBE/WBEs are counted toward a contractor's MBE/WBE accomplishments. The reports must be submitted periodically as required.

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Reports should be submitted to DEQ. Final MBE/WBE reports must be submitted within 45 days after the contract ends.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at [www.epa.gov/osbp](http://www.epa.gov/osbp).

**CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The contractor agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

**BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the contractor of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

**O. COMPENSATION REPORTING**

**1. Reporting Total Compensation of Contractor Executives.**

a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

1. the total Federal funding authorized to date under this subaward is \$25,000 or more;
2. in the preceding fiscal year, you received—
  - (i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
3. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. Where and when to report. You must report executive total compensation described in paragraph 1.a. of this award term:

1. To the Department Environmental Quality (DEQ).
2. By the end of the month following the month in which this award is made, and annually thereafter.

**2. Reporting of Total Compensation of Subrecipient Executives.**

a. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

1. in the subrecipient's preceding fiscal year, the subrecipient received—
  - (i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d))



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or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

b. Where and when to report. You must report subrecipient executive total compensation described in paragraph

c.1. of this award term:

1. To DEQ.
2. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

3. Exemptions If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- a. subawards,  
and
- b. the total compensation of the five most highly compensated executives of any subrecipient.

4. Definitions. For purposes of this award term:

a. Entity means all of the following, as defined in 2 CFR part 25:

1. A Governmental organization, which is a State, local government, or Indian tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization;
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

b. Executive means officers, managing partners, or any other employees in management positions.

c. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
2. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

d. Subrecipient means an entity that:

1. Receives a subaward from you (the recipient) under this award; and
2. Is accountable to you for the use of the Federal funds provided by the subaward.

e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. *Salary and bonus.*
2. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

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- 5. *Above-market earnings on deferred compensation which is not tax-qualified.*
- 6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000

P. Funds cannot be used for receptions, banquets and similar activities unless the events are described in the approved work plan. If an event is not in the work plan, the recipient agrees to obtain prior approval from the Department of Environmental Quality.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective 8/13/2020):**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

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

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

**UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY  
FEDERAL SUBRECIPIENT VERSUS VENDOR DETERMINATION**  
Reference OMB Circular A-133

<b>Contract Name:</b> Local Health Workplans	<b>Prepared By:</b> Sarah Ward
<b>CFDA Number:</b> 66.605	<b>Date:</b> 01 June 2022

Subrecipient and Vendor Determinations

General: A contractor may be a subrecipient or a vendor. Federal awards expended as a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance below should be considered in determining whether payments constitute a Federal award or a payment for goods and services.

**SUBRECIPIENT/VENDOR CHECKLIST (check YES or NO for each statement)**

Characteristics indicative of a Federal award received by a subrecipient are when the organization:

- | YES                                 | NO                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 1. Determines who is eligible to receive what Federal financial assistance   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 2. Has its performance measured against whether the objectives of the Federal program are met  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 3. Has responsibility for programmatic decision making   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 4. Has responsibility for adherence to applicable Federal program compliance requirements  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 5. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity |

Characteristics indicative of a vendor for payment of goods and services are when the organization:

- | YES                                 | NO                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 6. Provides the goods and services within normal business operations                     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 7. Provides similar goods or services to many different purchasers                       |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 8. Operates in a competitive environment   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 9. Provides goods or services that are ancillary to the operation of the Federal program |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 10. Is not subject to compliance requirements of the Federal program                     |

Use of judgment in making determination: There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.

Judgment and Factors Used to Make Determination:

**Determination:**  **Subrecipient**  **Vendor**

(If the contractor is determined to be a Subrecipient, the Subaward Terms and Conditions must be an attachment to the contract. Also, review the requirements on page 2 of this document.)

Note: This form applies only to contracts/agreements that are partially or fully funded by Federal money.

If the contractor is determined to be a Subrecipient, the following must be adhered to:

DEQ responsibilities as the pass-through entity: A pass-through entity shall perform the following for the Federal awards it makes:

- (1) Identify Federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is R&D, and name of Federal agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the Federal award. This information needs to be included in the contract (i.e. in attachment B).
- (2) Advise subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the pass-through entity. This information also needs to be included in the contract.
- (3) Monitor the activities of subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved. These activities need to be documented in the contract file.
- (4) Ensure that subrecipients expending \$500,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of this part for that fiscal year. Obtain a single audit report and review for applicable findings.
- (5) Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
- (6) Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.
- (7) Require each subrecipient to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part. This requirement is in the State Standard Terms and Conditions; if using other terms and conditions include this as part of the contract.

If grant is subject to FFATA (new federal awards to DEQ after 9/30/10) the following apply:

- (8) Ensure that subrecipients have provided a DUNS (Data Universal Numbering System) number. A DUNS number is provided by Dun and Bradstreet, Inc. (D&B). A subaward cannot be made without this number.
- (9) Report each contract \$25,000 or more to [www.fsr.gov](http://www.fsr.gov). FSRS is the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System. Report subaward information no later than the end of the month following the month in which the obligation was made.

Note: This form applies only to contracts/agreements that are partially or fully funded by Federal money.

		State Contract # _____ <small>Assigned by the Division of Finance or Purchasing</small>
<b>STATE OF UTAH CONTRACT COVER SHEET</b>		
This contract is entered into as a result of: <input type="checkbox"/> The procurement process on Bid /RFP # _____ <input type="checkbox"/> The procurement process on Requisition # _____ FY _____ <input type="checkbox"/> Pre-approved sole source (approval attached) _____ <input type="checkbox"/> Agency grant, land purchase, DAS-Purchasing delegation <input checked="" type="checkbox"/> Contract with other state agency or political subdivision <input type="checkbox"/> Under \$5,000 (total amount for contract period) <input type="checkbox"/> Agency exemption from DAS-purchasing approval LPD169 <input type="checkbox"/> Revenue agreement		

1. Agency Name UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY  
Agency Code 480
2. General Purpose of Contract:  
To pay fixed dollar amount for work detailed in Attachment B (Service Delivery Plan) and Attachment B.5 (Drinking Water Scope of Work)
3. Contractor Name San Juan Public Health Department
4. Contract Period: Effective date 07/01/22 Termination date 06/30/23  
(mm/dd/yy) (mm/dd/yy)
5. Authorized Amount: \$74,251
6. Vendor # 06866HL
7. Commodity Code(s) 92535

COMMENTS:
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CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

**UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY  
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT**

		LEGAL STATUS OF CONTRACTOR: LG <input checked="" type="checkbox"/> State or Local Government CU <input type="checkbox"/> College or University NP <input type="checkbox"/> Non-Profit Corporation CC <input type="checkbox"/> For-Profit Corporation OT <input type="checkbox"/> Other
DEPARTMENT OF ENVIRONMENTAL QUALITY INFORMATION:  Division: _____  Office: _____	NAME OF CONTRACT: <u>LHD Environmental Services</u> Name of Contractor: <u>San Juan Public Health Department</u> Address: <u>735 South 200 West Suite #2</u> <u>Blanding, Utah 84535</u>  DUNS # (if applicable) <u>070018296</u>	

**CONTRACT PROVISIONS:** (Select 1 or 2; select 3 if applicable)

- X 1. Vendor Contract - Contractor provides goods or services.
  - X Standard Terms and Conditions used as Attachment A in Contract.
  - Other approved provisions used as Attachment A in Contract.
  
- X 2. Subrecipient Contract - Contractor carries out grant program.
  - X Standard Terms and Conditions used as Attachment A in Contract *and* DEQ Subaward Terms and Conditions used as additional attachment.
  - Other approved provisions used as additional attachment.

**Source of Funds:**

Contract Allocation Sheet												Total	
								FFY23		FFY _____			
State/Federal Source	Fed %	CFDA #	Fnd	Agy	Unit	Appr Unit	Obj	Prog/ Func	Amount	Prog/ Func	Amount		
<b>AQ</b>	Fed	66.605	1000	480	2621	NDC	7303	2AP21	\$3,000				
<b>DW</b>	Fed	66.605	1000	480	3800	NFB	7303	3PW21	\$7,428				
<b>EnvSrv</b>	GF		1000	480	1450	NAB	7303		\$62,245				
<b>MerCol</b>	TMDL		1000	480	7731	NEB	7303		\$500				
<b>UO</b>	Rest		1000	480	6420	NGG	7303		\$1,078				
<b>UST</b>	Coll		1000	480	4370	NHF	7303	4LHD013					
<b>DE</b>	GF		1000	480	1110	NAA	7303						
									<b>Totals</b>	\$74,251			

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

# Contract Cover Sheet

Vendor #: 06866H

Commodity Code #:99999

Log: 41786

RGA #: 90975

Grant #: A03665

**STATE OF UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FEDERAL SUBRECIPIENT GRANT AGREEMENT**

This agreement is between the Utah Department of Health and Human Services, Division of Finance & Administration (hereinafter "DHHS") and the following Grantee:

Name: San Juan County  
Address: 117 S. Main Street  
City, State, and Zip Code: Monticello, UT 84535

Grantee's Legal Status: Government Entity

**Table of Articles**

**Article 1: General Provisions..... Page 2**

**Article 2: Insurance, Indemnity, and Subrogation..... Page 5**

**Article 3: Performance Monitoring and Audits..... Page 5**

**Article 4: Payment Terms and Billing Information..... Page 6**

**Article 5: Applicable Laws and Requirements..... Page 8**

**Article 6: Records and Recordkeeping Requirements..... Page 9**

**Article 1: General Provisions**

1.1 **Attachments.** The following attachments are part of this agreement:

- Attachment A: Scope of Work
- Attachment B: Reporting Requirements (FFATA)
- Attachment C: Certification Regarding Environmental Tobacco Smoke
- Attachment D: Certification Regarding Debarment and Suspension
- Attachment E: Certification Regarding Lobbying
- Attachment F: Certification Regarding Drug-Free Workplace

1.2 **Definitions.** In this agreement, the following definitions apply:

"C.F.R." is the Code of Federal Regulations.

"Subaward" is an award provided by a pass-through entity to a subrecipient to carry out part of the federal award received by the pass-through entity per 200 C.F.R. § 200.92.



**“Subcontractor”** includes each individual or entity that has an agreement with the Grantee to perform contractual work for which the Grantee is responsible. Subcontractor also refers to each individual or entity that has an agreement with a Subcontractor if that individual or entity performs any of the Subcontractor's duties.

**“Subrecipient”** is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program as per 200 C.F.R. § 200.93.

- 1.3 **Performance Period.** This agreement starts on 07/01/2022 and ends on 06/30/2027.
- 1.4 **Agreement Purpose.** The Grantee shall use the funds provided in this agreement for the purpose stated in the attached Scope of Work.
- 1.5 **Agreement Amount.** DHHS shall pay the Grantee no more than \$58,127.00 pursuant to this agreement. This amount consists of federal funds in the amount of **\$58,127.00** and State funds in the amount of N/A. The federal funds obligated to the Grantee pursuant to this agreement constitute a subaward.
- 1.6 **Subrecipient Status.** For purposes of this agreement the Grantee is a subrecipient.
- 1.7 **Match Requirement.** The Grantee shall provide the following non-federal match pursuant to this agreement:

\$14,532.00

Any match required above must comply with the provisions of 45 C.F.R. § 75, must be provided during the same funding period as the subaward, and must be funded from non-federal sources.

- 1.8 **Federal Award.** The terms of the federal award identified below are incorporated by reference as part of this agreement. The Grantee shall comply with all terms of the federal award applicable to subrecipients.

<b>FEDERAL AWARD INFORMATION</b>	
Grantee Name	San Juan County
Grantee Unique Entity Identifier (UEI #)	WCVABP2FEVA2
Federal Award Identification Number (FAIN #)	2101UTSOSR
Federal Award Date	07/01/2022
Subaward Period of Performance Start and End Date	07/01/2022 – 06/30/2023
Amount of Federal Funds Obligated to the Grantee pursuant to this Agreement	\$58,127.00
Total Amount of Federal Funds Obligated to the Grantee, Including the Current Obligation	\$58,127.00
Total Amount of this Federal Award committed to the Grantee	\$58,127.00
Federal Award Project Description	Social Services Block Grant (SSBG)
Name of Federal Awarding Agency	Administration for Children and Families
CFDA # and Name	CFDA 93.667 - Social Services Block Grant

- 1.9 **Representatives.** The representatives responsible for overseeing the performance of this agreement are:

DHHS		GRANTEE	
Name:	Curt Williams	Name:	Mack McDonald
Title:	DHHS SSBG Grant Coordinator	Title:	Chief Administrative Officer
Address:	195 North 1950 West	Address:	117 S Main Street

Salt Lake City, UT 84116	Monticello, UT 84535
Telephone: (385) 272-4420	Telephone:
Email: chwilliams@utah.gov	Email: mmcdonald@sanjuancounty.org

Each party shall promptly notify the other's representative of any changes to its contact information throughout the duration of this agreement and throughout the duration of the Grantee's record retention responsibilities.

- 1.10 **Independent Contractor.** The parties intend that the Grantee will be an independent contractor. The Grantee has no authorization to bind DHHS to any agreement, settlement, or liability. The Grantee shall not act as an officer, employee, or agent of DHHS.
- 1.11 **Debarment.** The Grantee shall notify DHHS if it is presently, ever has been, or becomes debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. DHHS may immediately terminate this agreement in such cases.
- 1.12 **Conflicts of Interest.** The Grantee shall not enter into any transaction that is improper or gives the appearance of being improper because of a conflict of interest. In addition to any other remedies stated in or allowed pursuant to this agreement, DHHS may do any of the following with regard to potential conflicts of interest: investigate, require information from the Grantee, require remedial action, disapprove transactions, or require repayment of transactions.
- 1.13 **Subcontracts and Subawards.** The Grantee shall not subcontract or issue subawards without the prior written approval of DHHS.
- 1.14 **Assignment.** The Grantee shall not assign or sell either its rights to or its responsibilities under this agreement.
- 1.15 **Amendments.** To be effective, amendments to this agreement must be in writing, signed by the parties.
- 1.16 **Remedies.** If DHHS determines the Grantee has not complied with any of the provisions of this agreement, the requirements of the underlying federal award, or state or federal law, DHHS may do any of the following: terminate this agreement; require corrective action; disallow expenditures and adjust payments to the Grantee by deducting the disallowed expenditures; withhold funds due the Grantee to cover the costs of any audits, legal fees, and other expenses; withhold payments to the Grantee until DHHS fully recoups any incorrectly paid funds; require repayment; and pursue any remedy allowed by law.
- 1.17 **Termination of Agreement.** DHHS may terminate this agreement, with or without cause, in advance of the agreement's expiration date by giving the Grantee 30 day's written notice. DHHS may immediately terminate this agreement if: 1) DHHS identifies risk of harm to any individuals served; 2) the Grantee does not maintain required licensing standards; 3) the Grantee does not comply with federal, state, or local laws, regulations, or ordinances; 4) this agreement becomes unnecessary, or the ability to fulfill the agreement is made impossible due to: a legislative change, revoked statutory authority, lack of appropriated funds, or unavailability of funds; or 5) for any other reason stated in this agreement.
- 1.18 **Financial Viability.** By signing this agreement, the Grantee certifies that it is financially viable. The Grantee shall remain financially viable throughout the duration of this agreement. If DHHS receives notice of any lien or IRS withholding against the Grantee's payments, or bankruptcy, DHHS may immediately terminate the agreement. The Grantee shall provide DHHS with proof of financial viability upon request.
- 1.19 **Legal Fees and Costs.** In any litigation related to this agreement, the unsuccessful party shall pay the prevailing party's court costs and its reasonable legal fees.

- 1.20 **Severability.** A determination that any provision of this agreement is illegal or void will not affect the legality or enforceability of any other provision of this agreement.
- 1.21 **Copyright.** If the Grantee creates work product for DHHS under this agreement that is eligible for copyright protection, such work product will be deemed work for hire, and the Grantee shall assign all ownership rights to DHHS.
- 1.22 **Standard of Care.** The Grantee shall perform in accordance with the standard of care exercised by members of its profession having substantial experience providing services of a similar type, magnitude, and complexity to the services required in this agreement. The Grantee shall be liable to DHHS for claims, liabilities, additional burdens, penalties, damages, or third-party claims caused by acts, errors, or omissions that do not meet this standard of care.
- 1.23 **Force Majeure.** The Grantee's performance will not be excused by force majeure.
- 1.24 **No Waiver.** If either party does not enforce a provision of this agreement, or waives its right to suit or damages in the case of breach of contract, it retains its right to enforce provisions for later breaches.
- 1.25 **Order of Interpretation.** If this agreement conflicts with other documents, the conflict will be resolved in the following order: the federal award, this agreement, signed amendments, and the attachments to this agreement.
- 1.26 **Entire Agreement.** This agreement 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.
- 1.27 **Jurisdiction, Choice of Law, and Venue.** Utah law governs this agreement. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this agreement or the breach thereof. Venue will be in Salt Lake City, in the Third District Court for Salt Lake County.

#### **Article 2: Insurance, Indemnity, and Subrogation**

- 2.1 **Insurance.** The Grantee shall maintain insurance sufficient to cover the types of hazards normally associated with the services the Grantee will be providing.
- 2.2 **Indemnification.** The Grantee shall indemnify the State of Utah and its officers, agents, employees, and volunteers from and against all losses, damages, injuries, liabilities, suits, and proceedings related to this agreement that are caused in whole or in part by the acts, omissions, or neglect of the Grantee or any of its officers, agents, employees, volunteers, representatives, subcontractors, or anyone else for whose acts the Grantee may be responsible in the performance of the Grantee's obligations under this agreement, including the Grantee's use of any copyrighted or un-copyrighted materials created, furnished, or used in the performance of this agreement. This provision survives the expiration or termination of this agreement.
- 2.3 **No Subrogation or Contribution.** The Grantee has no right of subrogation or contribution from the State or DHHS for any judgment rendered against the Grantee.

#### **Article 3: Performance Monitoring and Audits**

- 3.1 **Monitoring and Visits.** DHHS may monitor the Grantee's performance, including through scheduled and unannounced visits. The Grantee shall allow DHHS monitors to have access to any records related to this agreement.

- 3.2 **Audits.** The Grantee shall allow auditors access to any records related to this agreement.
- 3.3. **Grantee Cooperation.** The Grantee shall cooperate with all monitoring and audits.

#### **Article 4: Payment Terms and Billing Information**

- 4.1 **Payment.** Payments made to the Grantee pursuant to this agreement will be the Grantee's total compensation for agreement services provided.
- 4.2 **Budget Adjustments.** If this agreement is budget based, the budget attached to this agreement will be the basis for DHHS's payments to the Grantee. The Grantee shall not transfer budgeted funds from program costs to either administrative costs or capital expenditures without DHHS's prior written approval. The Grantee shall not transfer budgeted funds between administrative costs and capital expenditures without DHHS's prior written approval. The Grantee may transfer funds from administrative costs or capital expenditures to program costs without prior approval. The Grantee may transfer funds between subcategories within each major category without prior approval if there are no restrictions on expenditures within those subcategories.
- 4.3 **Expenditures in Excess of those Budgeted.** If this agreement requires a budget, DHHS may question any amounts in excess of the total amount budgeted in either administrative costs or capital expenditures that may require the Grantee to refund the excesses to DHHS. Amounts in excess of the total amount budgeted in program costs will not normally result in questioned costs unless DHHS has placed restrictions on subcategories within this major category. When this agreement restricts expenditures within defined subcategories, DHHS will consider any unapproved excesses to be a questioned cost.
- 4.4 **Non-Party Resources.** The Grantee shall not obtain duplicate recovery from both DHHS and any other source for services provided pursuant to this agreement.
- 4.5 **Grantee's Cost Accounting System.** The Grantee shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the Grantee. The Grantee shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.
- 4.6 **Cost Principles.** The Grantee shall comply with and determine allowable costs under this agreement in accordance with the federal cost accounting principles described in 2 CFR Part 200, as well as any other applicable parts.
- 4.7 **Reimbursement.** Payment to the Grantee shall be based on allowable costs incurred by the Grantee in providing services pursuant to this agreement. The Grantee shall maintain documented expenditures that comply with federal cost principles and the attached budget. Expenditures shall be reasonable and necessary to carry out agreement requirements. The Grantee shall be responsible for any expenditures DHHS finds to be improper or unallowable, including personal expenses, and shall repay these expenditures from funds other than those provided pursuant to this agreement or any other agreement between DHHS and the Grantee. This provision shall survive the expiration or termination of this agreement.
- 4.8 **Related Party Payments.** The Grantee shall not make payments to related parties in any category of expenditure (Administrative Costs, Capital Expenditures, or Program Costs) without the prior written consent of DHHS. Payments to related parties may include: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the Grantee to related parties without prior written consent may be disallowed and require repayment to DHHS.

- 4.9 **Billing for Services.** To obtain payment, the Grantee shall submit billings monthly as allowable costs are incurred. Billings shall include the following information:
- a. An itemized, detailed description of the services provided and costs incurred by the Grantee during the billing period;
  - b. The date services were rendered and costs incurred;
  - c. The DHHS Grant Number
  - d. A uniquely identifiable invoice number;
  - e. Grantee's payment address;
  - f. Grantee's phone number;
  - g. Grantees signature certifying the requested payment amount complies with all agreement requirements.
- 4.10 **Billing Deadlines.** Grantee shall meet the billing deadlines stated below:
- a. Ongoing Billings: All billings and claims for costs incurred during a given billing period within twenty (20) days after the last date of that billing period, **EXCEPT** that the Grantee shall submit all billings for costs incurred on or before June 30<sup>th</sup> of a given fiscal year pursuant to paragraph (b) below.
  - b. State Fiscal Year-End Billings: The state fiscal year is from July 1st through June 30th. The Grantee shall submit all billings for costs incurred on or before June 30<sup>th</sup> of a given fiscal year **no later than July 14<sup>th</sup>** of the following fiscal year, regardless of the Grantee's billing period or the expiration or termination date of this agreement.
  - c. Final Agreement Billings: The Grantee shall submit all final billings within 14 days of expiration or termination of the agreement, regardless of the Grantee's billing period.
- 4.11 **Failure to Meet Billing Requirements.** DHHS may delay or deny payment to the Grantee for billings or claims for services that do not meet billing requirements.
- 4.12 **Supporting Documentation.** The Grantee shall maintain documentation necessary to support the costs billed by the Grantee and shall submit the documentation with the billings, if requested. The Grantee shall store and file required documentation in a systematic and consistent manner.
- 4.13 **Questioned Costs.** DHHS may question any billing by the Grantee if the billing is not supported by proper documentation.
- 4.14 **Non-Appropriation or Reduction of Funds.** If funding for this agreement is eliminated or reduced, or if federal funding requires any return of funds required for the State to continue payments, DHHS may terminate this agreement or proportionately reduce the services and payments.
- 4.15 **Payments after Termination.** After termination of this agreement, DHHS shall pay for any undisputed services that the Grantee provided. The Grantee shall make no claim for services not rendered. DHHS will not pay the Grantee for any of the Grantee's obligations or expenses that extend beyond the agreement termination date.

- 4.16 **Repayment.** Upon written request by DHHS, any overpayments, disallowed expenditures, excess payments or questioned costs are immediately due and payable by the Grantee. In the alternative DHHS shall have the right to withhold any or all subsequent payments pursuant to this agreement until DHHS fully recoups these funds. In such cases, the Grantee shall not reduce the level of services required by the agreement.

#### **Article 5: Applicable Laws and Requirements**

- 5.1 **Compliance with Law.** The Grantee shall comply with all federal and state laws applicable to this agreement and the federal award. It is the Grantee's responsibility to become familiar with applicable laws.
- 5.2 **Compliance with Federal Award.** The Grantee shall comply with the terms of the federal award. It is the Grantee's responsibility to become familiar with the federal award.
- 5.3 **Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with any applicable FFATA requirements by providing DHHS with the information below:

- a. The Grantee's Unique Entity Identifier (UEI #);
- b. The names and compensation of the Grantee's five most highly compensated executives *whenever the Grantee meets the criteria identified in FFATA for reporting executive compensation data*; and
- c. The Grantee's principal place of performance.

The Grantee shall update the above information as changes occur.

- 5.4 **Background Screening Requirements.** The Grantee and any individuals associated with the Grantee shall comply with the background screening requirements in Utah Code §62A-2-120 and Utah Administrative Code R501-14.
- 5.5 **Provider Code of Conduct.** If the Grantee and any individuals associated with the Grantee will be working with DHHS clients, the Grantee shall follow and enforce the DHHS Provider Code of Conduct. Before allowing any employee or volunteer to work with clients, the Grantee shall: 1) provide a current copy of the DHHS Provider Code of Conduct to each employee or volunteer currently working for the Grantee and to new employees or volunteers; and 2) retain in each employee's or volunteer's file a signed and dated statement in which that person certifies that he or she has read, understands, and will comply with the DHHS Provider Code of Conduct. Annually, the Grantee shall obtain the current DHHS Provider Code of Conduct poster and display the poster where its employees and volunteers can see it.
- 5.6 **State and DHHS Financial Reporting Requirements.** The Grantee shall comply with applicable federal and state laws, rules, and requirements regarding financial reporting. A summary of these requirements is provided in Attachment D, Table 1.
- The Grantee shall also comply with the DHHS financial reporting requirements stated in Attachment D, Table 2. If the Grantee requires an extension to submit required reports to DHHS, the Grantee may submit a request to [DHHSfinancialreports@utah.gov](mailto:DHHSfinancialreports@utah.gov). Requests for extensions must include the requested length of extension; justification for the requested extension; and the name, phone number, and email address of the person requesting the extension.
- 5.7 **Nonprofit Registration.** If the Grantee is a nonprofit corporation that receives an amount of money requiring an accounting report under the Utah Code, it shall register and maintain the nonprofit corporation's registration as a limited purpose entity in accordance with code requirements.

**Article 6: Record Keeping and Reporting Requirements**

- 6.1 **Record-Keeping.** The Grantee shall maintain all records necessary for the proper and efficient operation of the grant.
- 6.2 **Access to Records.** The Grantee shall provide immediate access to all records relating to this agreement and shall not limit or interfere with either DHHS's or the federal awarding agency's access rights.
- 6.3 **Retention of Records.** The Grantee shall maintain all supporting documents, financial and statistical records, and other records related to this agreement and the federal award for six years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report as reported to DHHS, with the exception of those situations identified in 2 C.F.R. §200.333. DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement.
- 6.4 **Reporting.** The Grantee shall submit all reports and back-up data required or requested by this agreement, the Federal Awarding Agency, and DHHS in a timely manner.
- 6.5 **Annual Financial Reporting.** The Grantee shall comply with applicable federal, State, and DHHS annual financial reporting requirements. These requirements are summarized in Attachment B.

**SIGNATURES**

Each party is signing this agreement on the date stated below that party's signature. The Grantee represents that the person who has signed this agreement on its behalf has full legal authority to bind the Grantee and to execute this agreement. This agreement is not fully executed until the State of Utah Approving Authority has signed this agreement.

**GRANTEE**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Title/Position: \_\_\_\_\_

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

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

**Processed By:**

Samin Eskandariyan  
Samin Eskandariyan (Jul 21, 2022 09:16 MDT)

**Processed By:**

\_\_\_\_\_  
State Division of Finance

DHHS Bureau of Finance

Date: 07/21/2022

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

## ATTACHMENT A

### ATTACHMENT A: SCOPE OF WORK

#### A. Purpose

The Omnibus Reconciliation Act of 1981 [P.L. 97-35] amended title XX of the Social Security Act establishing the Social Services Block Grant (“SSBG”). The SSBG is administered by the U.S. Department of Health and Human Services (“HHS”) to enable states and local government agencies to furnish social services to meet the needs of their individual populations. Grantees may provide services directly or purchase them from qualified providers.

Utah’s SSBG funds are passed through the Department of Health and Human Services (“DHHS”) to local government agencies as local discretionary funds. The Grantee shall assure that the SSBG funding it receives is spent according to applicable federal, state and local law, regulation, and policy. This award is not for research and development.

#### B. Qualifying Services

Services that may be provided with SSBG funds include child care for children or adults, protective services for children or adults, special services to persons with disabilities, adoption, counseling, case management, family planning, health-related, transportation, foster care for children or adults, substance abuse, legal, housing, home-delivered meals, congregate meals, independent/transitional living, special services for youth, employment services or any other social services needed by the Grantee’s population.

#### C. Grantee Qualifications

The Grantee must be a Utah local governmental entity authorized to receive SSBG funds.

#### D. Grantee Compliance

1. The Grantee shall comply with all laws, regulations, and ordinances.
2. Federal Funding Accountability and Transparency Act (“FFATA”): The Grantee shall comply with the FFATA requirements applicable to sub-awardees and shall provide DHHS with the following information, updating it as changes occur:
  - a. The Grantee's Data Universal Numbering System number;
  - b. The names and compensation of the Grantee's five most highly compensated executives whenever the Grantee meets the criteria identified in FFATA for reporting executive compensation data; and
  - c. The Grantee's principal place of performance.
3. Information entered by DHHS in the FFATA sub-award Reporting System can be viewed at the following website: [USAspending.gov](http://USAspending.gov).

#### E. Grant Requirements and Restrictions

The Grantee is bound by various federal and state of Utah fiscal and administrative rules, requirements and restrictions including both federal and DHHS Cost Principles. The Grantee must familiarize itself with and comply with all applicable grant rules, requirements and restrictions as well as all applicable cost principles.



F. **Annual Reporting Requirements**

The following information shall be collected and reported to DHHS on an annual basis on or before September 30th of each year so that DHHS may prepare the state's annual post-expenditure report to HHS.

1. The number of individuals who received services paid for in whole or in part with federal funds made available under the SSBG, showing separately the number of children and the number of adults who received such services, and broken down to reflect the types of services;
2. The amount of SSBG funds spent providing each service, showing separately for each type of service the amount spent for child recipients and the amount spent for adult recipients;
3. The total amount of federal, state and local funds spent providing each service, including SSBG funds; and
4. The method(s) by which each service was provided, showing separately the services provided by public agencies, those provided by private agencies, or those provided by both.

G. **Additional Reporting Requirements**

1. The Grantee must use the federal uniform definitions of services at 45 CFR 96, categories 1 - 28, in submitting the data required in section E above. Please refer to the federal uniform definitions found at: <https://www.acf.hhs.gov/ocs/law-regulation/ssbg-legislation-uniform-definition-services> Where the Grantee cannot use the uniform definitions, they should report the data under category 29, "Other Services". The Grantee's definition of each of the services listed in category 29 must be included in the annual report.
2. The Grantee must use the reporting form issued by DHHS to report the data required in section F above.

H. **Documentation Requirements**

1. The Grantee must be able to demonstrate that all grant funds awarded are expended appropriately. The Grantee shall keep records documenting all grant related activities, operations, and expenditures. The Grantee shall maintain original receipts for all expenditures claimed and individual timesheets for all personnel hours claimed. Timesheets must include the name of the individual performing services, the date services are rendered, the work activities performed, and amount of time (measured in ¼ hour increments) expended on each activity each day.
2. The inability to demonstrate the appropriate use of grant funds may give rise to a presumption of inappropriate use and constitute grounds for repayment of funds.

I. **Billing Requirements & Restrictions**

1. **METHOD AND SOURCE OF GRANTEE PAYMENT:** To obtain payment, the Grantee shall submit to DHHS billings for its authorized costs. Billings must be submitted using the SSBG billing form provided by DHHS. DHHS shall reimburse the Grantee by a warrant drawn against DHHS.
2. **PAYMENT, BILLING PERIOD AND DEADLINES:** The Grantee shall submit all billings on a quarterly basis during the State Fiscal Year, which is July 1 through June 30. The billing periods are July – September, October – December, January – March, April – June.

- (a) Billings and claims for reimbursement during a given billing period shall be submitted within fifteen days after the last day of each billing period. All final billings must be received within fifteen days of Agreement termination, regardless of the billing period. If the Grantee fails to meet these deadlines, DHHS may deny payment for such delayed billings or claims for reimbursement.
- (b) Billings (invoices and claims for reimbursement) Information (including match and the completed SSBG Contract Review Summary Report) required by the DHHS must be reported and included with each quarterly billing for payment to be processed. Payment for quarterly billings is limited to actual expenditures incurred up to one fourth (1/4) of the total amount for the State Fiscal Year. (Payment for the second quarter may not cumulatively exceed one half [50 percent] of the total Agreement amount. Payment for the third quarter may not cumulatively exceed three quarters [75 percent] of the total Agreement amount.) The amount paid over the course of this Agreement must not exceed the total Agreement amount.
- (c) The Grantee shall submit all billings and claims for reimbursement of costs incurred on or before June 30<sup>th</sup> of a given fiscal year no later than July 20<sup>th</sup> of the following fiscal year, regardless of the termination date DHHS may delay or deny payment for costs incurred by the Grantee in a given fiscal year if it receives the Grantee’s billing for those costs later than July 20<sup>th</sup> of the following fiscal year. The Grantee shall bill DHHS and DHHS shall reimburse the Grantee only for those costs incurred in providing services that comply with HHS Block Grant Regulation 45 CFR Part 96 and that are allowable under federal and DHHS cost principles.
- (d) Billings must be emailed to the DHHS Division of Finance & Administration at DHHSFinance@utah.gov.

J. **Compliance Monitoring**

- 1. **Monitoring of Grantee’s Performance:** DHHS has the right to monitor the Grantee’s performance. Monitoring of the Grantee’s performance is relying on the criteria set forth in this agreement’s goals and objectives. Performance monitoring may include both announced and unannounced visits.
- 2. **Review of Grantee’s Reports and Bills:** All invoices and reports submitted by the Grantee will be reviewed by DHHS. DHHS may direct any questions above regarding invoices and reports to the Grantee’s representative as follows:

Name and/or Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

- 3. **Cooperation with Monitoring Efforts:** The Grantee shall cooperate with the state in its monitoring efforts, including all onsite visits and all requests for information and financial records.
- 4. **Overpayments and Audit Exceptions:** If, during or after the Agreement period, an independent CPA audit or a fiscal review by DHHS determines that payments made to the Grantee were incorrectly paid or were based on incorrect information from the Grantee, the Grantee may be required to repay the incorrect payments it received. DHHS may withhold any or all-subsequent payments under this

agreement or under other agreements with the Grantee until the DHHS fully recoups any payments to the Grantee that were determined to have been made incorrectly.

K. **Outcomes and Reporting**

The purpose of the SSBG program is to provide funds to states to provide services for individuals, families, and entire population groups in one or more of the following areas:

1. Achieve or maintain economic self-support to prevent, reduce, or eliminate dependency;
2. Achieve or maintain self-sufficiency, including reduction or prevention of dependency;
3. Prevent or remedy neglect, abuse, or exploitation of children and adults unable to protect their own interests or preserve, rehabilitate, or reunite families;
4. Prevent or reduce inappropriate institutional care by providing for community-based care, home-based care, or other forms of less intensive care; and
5. Secure referral or admission for institutional care when other forms of care are not appropriate, or providing services to individuals in institutions.
6. **Reporting:** Grantee's must complete an annual post-expenditure report detailing the number of eligible individuals who received services paid for in part or in whole with federal funds under SSBG. The purpose of this information is to identify SSBG expenditures and recipients, as well as the intended geographic location and eligibility considerations for planned services for applicable populations. Information will be used to gain insight on the administration of the SSBG program and to provide support to grantees related to the administration of their SSBG program.

**ATTACHMENT B: REPORTING REQUIREMENTS  
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

CONTRACTORS, SUBGRANTEES, or SUBRECIPIENTS awarded \$25,000 or more in federal funds shall comply with the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282

Federal Funding Agency: \_\_\_\_\_  
 Program Source: \_\_\_\_\_  
 CFDA Number: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Sub-Recipient UEI Number: \_\_\_\_\_  
 Sub-Recipient Name: \_\_\_\_\_  
 Contractor's Principal Place of Performance: \_\_\_\_\_  
 \_\_\_\_\_

**Certification**

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive:

1. 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, subgrants, and/or cooperative agreements; and
2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

\_\_\_\_\_ Yes: Continue Below      \_\_\_\_\_ No: See Attestation

Name	Title	Total Compensation Level*
1.		
2.		
3.		
4.		
5.		

\*Total Compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (For information see 17 CFR 229.402(C)(2)):

- 1) Salary and bonus
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 5) Above-Market earnings on deferred compensation which is not tax-qualified
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(Source: <http://www.hrsa.gov/grants/ffata.html>)

**Attestation**

By signing, you attest that the information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the U.S. Criminal Code.

\_\_\_\_\_  
Chief Agency Official

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT C: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

## ATTACHMENT D: CERTIFICATION REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters - - Primary Covered Transactions

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant

may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters - - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - Lower Tier Covered Transactions

##### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other



remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

**ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

**ATTACHMENT F: CERTIFICATION REGARDING DRUG-FREE  
WORKPLACE REQUIREMENTS**

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This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

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**Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)**

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need to be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

*Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

*Conviction* means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

*Employee* means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

#### Certification Regarding Drug-Free Workplace Requirements

##### Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about - -
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will - -
  - (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted - -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check if there are workplaces on file that are not identified here.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21702, May 25, 1990]

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization



## COMMISSION STAFF REPORT

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**MEETING DATE:** August 02, 2022

**ITEM TITLE, PRESENTER:** Memorandum of Agreement for 2023 Beehive Library Consortium,  
Nicole Perkins, Library Directory

**RECOMMENDATION:** Approve

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### SUMMARY

This is an agreement that the Library system will pay \$1,599 out of our library budget to enable us to be a part of the State library Beehive Consortium so our patrons can access audio books in the collection.

### HISTORY/PAST ACTION

Approved

### FISCAL IMPACT

\$1,599





## USL MEMORANDUM OF AGREEMENT

This Agreement is entered into by the Department of Heritage and Arts, Utah State Library Division, herein referred to as **USL**, and **San Juan County Library**, herein referred to as "LIBRARY".

San Juan County Library  
25 W 300 S  
Blanding, UT 84511-3829

Contact Person: Nicole Perkins  
Phone Number: 435-678-2335  
Email: nperkins@sanjuancounty.org

### PURPOSE OF AGREEMENT:

As a member of the Beehive Library Consortium, administered by the Utah State Library (USL), LIBRARY agrees to contribute a specified dollar amount of LIBRARY'S annual collection budget (the amount spent on print books, monographs, and audio-visual materials) for the purchase of digital content in OverDrive. LIBRARY understands that that dollar amount will be based on LIBRARY'S usage of OverDrive from the previous calendar year up to a maximum fixed percentage based on LIBRARY'S collections budget for that same year.

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required LIBRARY initials and/or signatures by August 31, 2022.** Any exceptions must be arranged in writing via email to Faye Fischer, Grants Analyst for USL at [ffischer@utah.gov](mailto:ffischer@utah.gov).
2. The effective dates of Agreement shall be from January 1, 2023 through December 31, 2023. This term is in line with the fiscal years as follows: County Library System: January 1, 2023 - December 31, 2023 or City Library: July 1, 2023 - June 30, 2024.
3. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
4. This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement.
5. USL is subject to the Government Records Access and Management Act, Utah Code § 63G-2-101 et seq. ("GRAMA"). Accordingly, certain records within possession or control, including without limitation, this Agreement, may be subject to public disclosure; and both parties' confidentiality obligations shall be subject in all respects to compliance with GRAMA.
6. In performance of this Agreement both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders. This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement 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.

7. Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
8. USL is a governmental entity as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Agreement shall be construed as a waiver by USL of any rights, limits, protections or defenses provided by the Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Faye Fischer, [ffischer@utah.gov](mailto:ffischer@utah.gov), 801.715.6797  
 LIBRARY Contact: Nicole Perkins, [nperkins@sanjuancounty.org](mailto:nperkins@sanjuancounty.org), 435-678-2335

**CONTRIBUTION CAPS OF PARTICIPATING LIBRARIES:**

LIBRARY contributions will be calculated based on their circulation statistics for 2021. The amount per circ will be calculated as follows: **(Overall target consortium contribution - USL contribution)/Total OverDrive circulation for 2021.** (\$650,000-\$200,000/4,349,870) This number will be multiplied by each library's circulation for the previous calendar year to determine the library's annual contribution amount.

There will be a cap on contribution amounts expected of libraries to ensure that contribution amounts do not get unmanageable due to extreme increases in circulation. The caps will be calculated based on a percentage of the library's annual collection expenditures, as reported on their 2021 statistical report.

- Tier 1:** Libraries with an annual collection budget under \$50,000, will contribute a dollar amount based on cost per circ (calculated as described above) up to a **maximum** of 5% of that budget to OverDrive.
- Tier 2:** Libraries with an annual collection budget between \$50,000 and \$99,999 will contribute a dollar amount based on cost per circ (calculated as described above) up to a **maximum** of 10% of that budget to OverDrive.
- Tier 3:** Libraries with an annual collection budget between \$100,000 and \$199,999 will contribute a dollar amount based on cost per circ (calculated as described above) up to a **maximum** of 15% of that budget to OverDrive.
- Tier 4:** Libraries with an annual collection budget at or above \$200,000 will contribute a dollar amount based on cost per circ (calculated as described above) up to a **maximum** of 20% of that budget to OverDrive.

LIBRARY'S collection expenditures in 2021 was \$ 31,970  
 LIBRARY'S OverDrive circulation in 2021 was 14,047  
 LIBRARY'S cap percentage contribution is 5% X 10% \_\_\_ 15% \_\_\_ 20% \_\_\_  
**LIBRARY'S 2023 CONTRIBUTION AMOUNT IS: \$ 1,599**

**Libraries with 2020 collection expenditures under \$25,000 ONLY, please indicate an option below. Do not complete this section if your 2021 expenditures were equal to \$25,000 or higher.**

\_\_\_\_\_ LIBRARY would like the USL to cover LIBRARY'S contribution amount because it is **unable** to pay it at this time. LIBRARY understands that in future years, if LIBRARY expenditures exceed \$25,000, LIBRARY will be responsible for paying its own contribution.

\_\_\_\_\_ LIBRARY has the resources to cover its 2022 contribution without assistance from the USL.

**PURCHASING & INVOICING OF PARTICIPATING LIBRARIES:**

All libraries will be invoiced by **OverDrive** (not the USL) for their membership contributions at the beginning of the fiscal year. Each library may choose to be invoiced in one of two ways. **Please indicate an option below:**

**OPTION 1:** LIBRARY chooses one (1) invoice for LIBRARY'S contribution. LIBRARY does not wish to select shared content. All monies will be paid to the consortium account and will be used by the State Library for selecting and purchasing shared content.

*LIBRARY acknowledges that LIBRARY'S contribution will be used by the USL for the shared collection and will be **equally** accessible to ALL patrons.*

**OPTION 2:** LIBRARY chooses two (2) invoices for LIBRARY'S contribution. LIBRARY chooses to select shared content. **If you had 2021 expenditures of less than \$25,000 AND you indicated you would like the USL to cover your contribution in the box above, you may not select option 2.**

**Invoice 1:** 50% of LIBRARY'S contribution will be paid to the consortium account and used by the State Library for selecting and purchasing content for the shared collection.

**Invoice 2:** 50% of LIBRARY'S contribution will be paid to LIBRARY'S Advantage account and will be used by LIBRARY for selecting and purchasing content for the shared collection.

*LIBRARY acknowledges that 50% of LIBRARY'S contribution will be used by USL for the shared collection and content will be equally accessible to ALL patrons because they will be "owned" by the consortium and 50% of LIBRARY'S contribution will be used by LIBRARY for the shared collection, but owned by the advantage library.*

**REQUIRED SUPPORT AND LIBRARY INFORMATION**

End user support email or support form URL\* blibrary@sanjuancounty.org

\*This should be a shared email at your library or a URL to a support form where OverDrive can refer your patrons who contact them about library card or pin number problems.

LIBRARY'S purchasing agents:

**Please indicate N/A if you selected option 1 above and you will not be doing purchasing.**

Name	Email
<u>N/A</u>	_____
_____	_____
_____	_____
_____	_____

LIBRARY's MARC record/ILS integration (Please check one.)

My ILS integrates OverDrive MARC records in the library catalog.

My ILS does not integrate OverDrive MARC records in the library catalog.

#### **Acknowledgements and Agreements of Participating Libraries**

- Acknowledges that the minimum contribution will be invoiced by OverDrive to LIBRARY within the first five business days of the effective date of this Memorandum of Agreement, which is the beginning of LIBRARY'S fiscal year.
- Acknowledges that the minimum contribution will be paid to OverDrive by LIBRARY in a timely manner.
- Agrees to share OverDrive, Inc. (OC/OU, MA: by time--one user, MA: by earlier of x time or y checkouts--one user) digital content the library purchases with the Consortium. For more information on lending models: <https://resources.overdrive.com/understanding-lending-models/>
- Acknowledges that LIBRARY must use a patron authentication method such as SIP, SIP2, NCIP, Patron API, or Overdrive's User Login Manager.
- Acknowledges that above authentication methods may incur additional costs. All such fees shall be at LIBRARY'S own expense, and are not included in the contribution amount.
- Agrees to notify the Utah State Library and OverDrive of any changes to the above patron authentication methods, ILS changes, library card number changes, or server updates as soon as possible.
- Agrees to serve as the first point of contact for OverDrive and patron inquiries related to authentication, PINs/Passwords, and blocked/expired cards by providing a local support email or URL to a web form.
- If LIBRARY currently integrates OverDrive MARC records in its ILS, LIBRARY agrees to remove weeded MARC records from LIBRARY'S ILS as needed. Weed lists will be sent if titles are weeded from the shared collection.
- Agrees to follow all policies and guidelines put forth by the Beehive Library Consortium Administrative Committee.
- Agrees to notify the Utah State Library of any contact changes as soon as possible.
- Agrees to require all purchasing agents to take an annual training on OverDrive Marketplace and consortium purchasing guidelines.
- Acknowledges that if LIBRARY withdraws from the Beehive Library Consortium prior to the expiration of the Utah State Library's agreement with OverDrive, all content, products and services that have been purchased with LIBRARY'S monetary and in-kind contributions to the Consortium shall remain with the Consortium. All Advantage Library content will remain with LIBRARY.

#### **Acknowledgements and Agreements of Utah State Library (Consortium Leader)**

- Agrees to pay the annual maintenance and platform fee to OverDrive, Inc.
- Agrees to purchase magazine subscription of 3,000+ titles. .
- Agrees to purchase audiobook and/or ebook subscriptions for the use of the shared collection.
- Agrees to dedicate \$100,000 towards content for the shared Consortium collection.
- Agrees to cover the contribution amounts of any libraries with an annual collection expenditures amount of **less than \$25,000 if it is needed.**
- Agrees to act as system administrator for the OverDrive platform and project manager for the consortium.
- Agrees to provide training to member libraries as needed.
- Agrees to create and advise committees.
- Agrees to make MARC records available.
- Agrees to send weed lists to member libraries as needed.
- Agrees to set up automatic weeding plans for all member libraries.

Failure of a library to comply with the conditions stated above will result in the removal of the member library from the Beehive Library Consortium.

In witness thereof, the parties sign and cause this Agreement to be executed.

UTAH STATE LIBRARY DIVISION

\_\_\_\_\_  
Chaundra Johnson, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marie Erickson, Library Resources Program Manager

\_\_\_\_\_  
Date

San Juan County Library

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

# BEER TAX FUNDS Fiscal Year 2022 ANNUAL REPORT

Item 8.



State Fiscal Year 2022 \*\*\*Reporting Period: July 1, 2021 through June 30, 2022

Report due no later than **October 1** following each fiscal year. The Utah Substance Abuse Advisory Council may suspend future payments to an agency for not filing a completed report or failing to use the monies in compliance with §32B-2-403 and 404.

<b>Name of Municipality: (Leave blank if County)</b>	<b>Name of County: (required)</b>
<input type="text"/>	<input type="text" value="San Juan County"/>
<b>Name of Contact Person:</b>	<b>Title of Contact Person:</b>
<input type="text" value="Jason Torgerson"/>	<input type="text" value="Sheriff"/>
<b>Mailing Address: (street, city, zip code)</b>	
<input type="text" value="297 South Main St, Monticello, UT, 84535"/>	
<b>Contact Person Phone Number:</b>	<b>Contact Person Email Address:</b>
<input type="text" value="(435)587-2237"/>	<input type="text" value="jtorgerson@sanjuancounty.org"/>

## SUMMARY of BEER TAX FUND Usage in FY 2022

<b>1</b>	Unspent Beer Tax Funds carried forward from prior year(s):	<b>\$0.00</b>												
<b>2</b>	Amount of State Fiscal Year 2022 Beer Tax Funds Distributed to your entity - See FY 2022 Distribution tab below or visit: <a href="https://justice.utah.gov/usaav/usaav-funding/">https://justice.utah.gov/usaav/usaav-funding/</a>	<b>\$37,111.77</b>												
<b>3</b>	List each municipality where funds were defaulted to the County or other entity included in section (2) above (see FY 2022 Distribution for complete listing) Leave blank if you are a municipality who only reports for your entity:													
	<b>Monticello City</b>	<b>\$7,164.93</b>												
		<b>\$44,276.70</b>												
<b>4</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Beer Tax Funds SPENT in Fiscal Year 2022, ALLOWABLE USES BY CATEGORY</th> <th style="width: 50%;">Amounts Spent in Each Category</th> </tr> </thead> <tbody> <tr> <td>a. Evidence-based Alcohol-Related Prevention programs:</td> <td>a. \$0.00</td> </tr> <tr> <td>b. Treatment of Offenders with Alcohol Related Problems:</td> <td>b. \$0.00</td> </tr> <tr> <td>c. Alcohol-Related Law Enforcement:</td> <td>c. \$6,000.00</td> </tr> <tr> <td>d. Prosecution of Alcohol-Related Cases:</td> <td>d. \$0.00</td> </tr> <tr> <td>e. Confinement of Alcohol Law Offenders:</td> <td>e. \$37,111.77</td> </tr> </tbody> </table>	Beer Tax Funds SPENT in Fiscal Year 2022, ALLOWABLE USES BY CATEGORY	Amounts Spent in Each Category	a. Evidence-based Alcohol-Related Prevention programs:	a. \$0.00	b. Treatment of Offenders with Alcohol Related Problems:	b. \$0.00	c. Alcohol-Related Law Enforcement:	c. \$6,000.00	d. Prosecution of Alcohol-Related Cases:	d. \$0.00	e. Confinement of Alcohol Law Offenders:	e. \$37,111.77	
Beer Tax Funds SPENT in Fiscal Year 2022, ALLOWABLE USES BY CATEGORY	Amounts Spent in Each Category													
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d. Prosecution of Alcohol-Related Cases:	d. \$0.00													
e. Confinement of Alcohol Law Offenders:	e. \$37,111.77													
<b>5</b>	<b>TOTAL FUNDS EXPENDED in State Fiscal Year 2022 (lines a through e):</b>	<b>\$43,111.77</b>												
<b>6</b>	<b>BALANCE of FUNDS CARRYING FORWARD to Next Fiscal Year (section 3 minus section 5):</b>	<b>\$1,164.93</b>												
<b>7</b>	<b>PERFORMANCE INDICATORS (required):</b> Provide a short description of how the funds assisted in your efforts to find a balanced approach to reducing the harmful effects of substance abuse, overconsumption of alcoholic products by adults, and alcohol consumption by minors (This only needs to be a sentence or two) *Note this is different than previous years.  San Juan County used the \$6,000.00 to purchase an in car camera system that will aid in the investigation of alcohol related offenses and also in the prosecution of those offenses. It is our hope this will lead to a decrease in the overconsumption of alcohol and then driving under the influence. San Juan County used the \$37,111.77 to cover costs in the confinement of alcohol offenders and substance abuse offenders. This confinement is for the safety of citizens and for the offenders themselves. It is our goal for this to also be a deterrent in committing these offenses.													

<b>Chief Executive Officer Information (authorized representative)</b>	
Mack McDonald	mmcdonald@sanjuancounty.org
CEO printed name	CEO email address
San Juan County Administrator	(435)587-3225
CEO title	CEO phone number

As Chief Executive Officer, I hereby attest the Beer Tax Funds received were used exclusively for programs and projects outlined in §32B-2-403 and 404, and were utilized to supplement any monies otherwise appropriated or available for local government's use for programs and projects described in §32B-2-403 and 404, and were not used to supplant existing funds.

CEO Signature (Commissioner, Council Member, County/City Manager, or Mayor)
 Date

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## MAINTENANCE PROPOSAL

**DATE:** June 29, 2022

**FACILITY:** San Juan County Detention Center

**ADDRESS:** 297 S Main  
Monticello, UT 84535

**CONTACT:** Lt. John Young

Lt. Young:

This correspondence outlines the complete scope of work you requested, including objectives, procedures, identification of responsibilities, and fees, for the maintenance of the electronics locks and security electronics systems at the San Juan County Detention Center.

### OBJECTIVE

Provide comprehensive maintenance services for security systems at the San Juan County Detention Center. KUBL Group, LLC will reduce the risk of failure of the integrated control system at the jail by providing maintenance, programming and troubleshooting services on a recurring schedule.

### SCOPE OF SERVICES

#### Scheduled Maintenance Task List

##### Grounding and Surge Protection

- Check surge protector status indicators and through voltage where applicable.
- Notify owner of any damaged or defective surge suppression units and develop action plan.

##### Uninterruptible Power Supply (UPS)

- Check system diagnostics on each UPS.
- Interrupt input power and test UPS output voltage stamina.
- Inspect battery connections and batteries.

- Notify owner of any damaged or defective UPS parts and develop action plan.
- Clean enclosures.

#### Security Monitoring and Control System (SMACS)

- Inspect input power voltage to each rack where applicable.
- Inspect output power from each power supply to SMACS equipment where applicable.
- Inspect switching relays for contact worn or burned contacts.
- Inspect switching relay cards (fuses, power, LED's, wiring connections).
- Inspect wire for bare spots and signs of dry rot.
- Inspect PLC equipment racks.
- Notify owner of any damaged, defective, or worn parts, and develop action plan.
- Clean equipment racks and internal equipment.

#### Intercom and Paging

- Test input power to intercom and paging amplifiers.
- Test audio to switching relays.
- Test audio levels to speakers and adjust as required.
- Inspect connections to switching relay cards.
- Inspect audio switching cards.
- Notify owner of any damaged speakers and intercom equipment and develop action plan.
- Clean intercom and paging amplifiers.

#### Closed Circuit Television System (CCTV)

- Inspect video clarity from each camera.
- Adjust focus and camera coverage as required.
- Inspect outdoor camera housings for proper operation of heaters.
- Inspect camera power supplies for proper outlet voltage.
- Inspect connections at CCTV switcher and monitors.
- Adjust CCTV monitors as required.
- Notify owner of any worn or defective equipment and develop action plan.
- Clean monitors, switcher, enclosures, cameras and lenses.

#### Central Control and Management Systems

- Inspect/test CPU data connections.
- Inspect CPU cooling fans.
- Adjust monitors as required.
- Inspect/test printers.
- Inspect/test control mouse.
- Inspect/test keyboards.
- Notify owner of any damaged or defective parts and develop action plan.
- Clean monitors, CPU housings, control and interface parts.

#### Card Access/Card Reader

- Verify operation of all remote card access stations





- Update software as required
- Verify proper functions of cards via staff conversations
- Program and update additional cards (owner supplied) upon request
- Verify functionality of power supplies

#### General

- Inspect existing inventory of spare parts needed to maintain systems.
- Make recommendations of additional spare parts needed for inventory.
- Maintain corrections to as-built drawings as required per changes.
- Provide backup of software after each alteration per station.

### **DETENTION EQUIPMENT (ADD ALTERNATE)**

#### Detention Door Hardware and Doors

- Clean, lubricate and adjust locks
- Confirm continuity with control systems
- Verify door position switch (DPS) functionality
- Clean and lubricate lock cylinders
- Clean and adjust door closers as required
- Adjust hinges as required to maintain proper swing tolerances
- Inspect sliding door tolerances for proper door travel

#### General

- Inspect existing inventory of spare parts needed to maintain systems.
- Make recommendations of additional spare parts needed for inventory.
- Maintain corrections to as-built drawings as required per changes.
- Remote Connection
  - a. KUBL Group to provide and install appropriate equipment for remote connectivity. This equipment will become property of the facility once installed. All internet connectivity and cost associated are the responsibility of the facility.
- Training and Testing
  - a. Work with you and your staff during installation and implementation of any new installed equipment or programming changes to help you gain a general understanding of the system.
  - b. Train users on proper use and troubleshooting of equipment.
  - c. Upon completion of any installation of new equipment, test to assure optimum functionality and performance are achieved.
- Programming Changes/Adjustments
  - a. Provide programming adjustments to current Indusoft software as desired by owner (billable at hourly rates)
  - b. Provide programming adjustments to accommodate any new hardware or software desired to be integrated into system (billable at hourly rates)
  - c. Provide documentation of changes made and provide a copy to the owner.



- d. Provide free telephone support for 30 days after changes are made. Subsequent charges for support calls are billed in 10-minute units at \$15.00 per unit.
- Non-programming related support & troubleshooting
  - a. Provide on-site staff within 24 hours in the event of emergency
  - b. Provide on-site staff within 72 hours in the event of non-emergency
- Scheduling
  - a. Work with facility personnel to develop a mutually agreeable schedule for routine maintenance and programming.
  - b. Communicate with facility personnel one-week prior to on-site visit to go over any issues that may need to be addressed in addition to routine maintenance duties.
- Contacts
  - a. Provide scheduling, non-emergency, and emergency contacts to assure timely attention to any matters that may arise.
- Insurance
  - a. Provide proof of insurance upon notice of intent to award, with San Juan County, UT as additional insured.

#### COUNTY/FACILITY RESPONSIBILITIES

This project will demand significant and perpetual adjustments to both your software and hardware that is in place. Ultimate success is highly dependent on communication of jail staff with our employees. To help achieve a smooth and successful implementation, it will be your responsibility to perform the following:

1. Compile a “punch list” of outstanding items and submit them to KUBL Group not later than one week prior to our scheduled on-site visit.
2. Schedule a mutually agreeable on-site visit a minimum of 30 days in advance.
3. **Provide software development licenses, passwords, and any other development documentation for all existing software, hardware and programming.**
4. Monies, payments or licensing fees required for updates required by current hardware or software manufacturers or integrators.
5. Replacement parts of any type. KUBL Group can provide parts at 10% off of MSRP.
6. Provide contacts for the following:
  - Scheduling
  - Authorization of work & equipment to be purchased outside of this contract
  - Billing

#### BENEFITS

Allowing KUBL Group to partner with the San Juan County Detention Center will afford the county several benefits to include:



- Responsible use of time & resources
- Timely, knowledgeable responses to questions and issues that arise
- Experienced staff within the detention industry
- Programming and equipment recommendations based on facility desires & requirements
- Personalized service. We prefer the same technician and programmer to be involved with your facility on an ongoing basis to assure they are familiar with the facility.
- Performance that meets or exceeds all guidelines as set forth by facility staff.

**NOT INCLUDED**

1. Taxes, Fees or other assessments
2. Bonds
3. Parts of any type. All parts to be owner supplied. KUBL Group can provide parts at 10% off of MSRP
4. Warranty of any type on existing equipment
5. Programming
6. Additional costs incurred due to lack of passwords, programming or as-built documents

<b>SAN JUAN COUNTY DETENTION CENTER</b>				
	<b>ANNUAL COST</b>			
<b>Frequency</b>	<b>Security Electronics</b>	<b>Detention Equipment</b>	<b>Combined</b>	
<b>Quarterly – Year 1</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>\$ 14,900 / YR</b>	
<b>Term</b>	<b>2/24/2023-2/23/2024</b>			
<b>Parts Pricing</b>	<b>20% markup</b>			

**PRICING NOTES**

- ALL equipment purchases must be approved IN WRITING, by signature, by appropriate county personnel prior to being installed. A detailed T&M quote can be provided prior.
- Payment is due at the beginning of contract period, and can be annual, quarterly or monthly.



**CLOSING**

We appreciate the opportunity to partner with San Juan County to provide a solution to fit your needs. If there are any questions or concerns, please feel free to call or email any time.

Sincerely,



Kurt Potts  
Principal  
KUBL Group  
720.606.1400  
[kpotts@KUBLgroup.com](mailto:kpotts@KUBLgroup.com)

**ACCEPTANCE OF PROPOSAL**

By signing below, I authorize KUBL Group, LLC to proceed with the scope of work outlined herein, for the term stated. Any and all work performed by KUBL Group shall be billable and payable as defined above. Also, by signing this document, I declare I am duly authorized to enter into this contract on behalf of my agency.

Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## SERVICE RATE SCHEDULE (Maintenance Contract Customers)

**Scope of Work** As-needed service for the following systems:

- Control System
  - HMI PC's, Monitors & Programming
  - PLC's, I/O & Power Supplies
- Intercom System
  - Head End & Programming
- CCTV System
  - Head End, Programming, Cameras

	Standard	Expedited	Emergency
<b>Scheduling</b>	As Agreed Not less than 7 days in advance	As Agreed Not less than 3 days in advance	ASAP
<b>On-Site Response Time</b>	As Agreed, 7-14 days	As Agreed, 2-4 days	As Agreed, 8-24 hours
<b>Technician</b>	\$ 150.00	\$ 175.00	\$ 200.00
<b>Engineer</b>	\$ 150.00	\$ 175.00	\$ 200.00
<b>Programmer (Off-Site)</b>	\$ 150.00	\$ 175.00	\$ 200.00
<b>Travel Time</b>	Billable @ \$75/hour	Billable @ \$100/hour	Billable @ \$150/hour
<b>Travel Costs</b>	\$1.00/mile round trip or cost + 20%	\$1.00/mile round trip or cost + 20%	\$1.00/mile round trip or cost + 20%
<b>Per Diem Costs</b>	\$73.00/day if overnight	\$73.00/day if overnight	\$73.00/day if overnight
<b>Minimum Billing (On-Site Services)</b>	4-hours	4-hours	4-hours
<b>Minimum Billing (Off-Site Services)</b>	None	None	None
<b>Parts Mark-up</b>	20-25% on cost of all parts		

**NOTES**

- Rates stated apply only to work that is not included in normal maintenance or warranty.
- Rates stated apply only to maintenance contract customers. Non-maintenance contract customers are subject to higher rates and travel fees.





## COMMISSION STAFF REPORT

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**MEETING DATE:** August 2, 2022

**ITEM TITLE, PRESENTER:** County Resource Management Plan Amendment Public Hearing, Nick Sandberg, Public Lands Coordinator

**RECOMMENDATION:** Approve amendments after hearing and reviewing public comments

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### SUMMARY

In 2021 the Utah Legislature mandated that County Resource Management Plans be updated/amended on the topics of Public Lands Access, Renewable Energy and Critical Minerals and Rare Earth Elements and add two new items: Utility Corridors and Pipelines and Infrastructure. County staff with the assistance of the Planning Commission and Utah Public Lands Policy Coordinating Office prepared draft narratives of these topics. These drafts have been on the County website for public review and comment. The Planning Commission held a public hearing on the amendments on July 14, 2022. After hearing public comments the Commission approved the proposed amendments and forwarded them to the Board of Commissioners for action.

### HISTORY/PAST ACTION

The current County Resource Management Plan was completed and approved by the County Commissioners in 2017.

### FISCAL IMPACT

None

**RESOLUTION NO. 2022-\_\_\_****A RESOLUTION TO AMEND THE 2017 COUNTY RESOURCE MANAGEMENT PLAN IN ACCORDANCE WITH UTAH CODE 17-27a-404 FOR THE MANAGEMENT OF THE PUBLIC LANDS IN SAN JUAN COUNTY, UTAH.**

WHEREAS, San Juan County has a General Plan including a Resource Management Plan for public lands adopted in 2017 pursuant to Utah Code 17-27a-401 containing policies for the appropriate use of private and public land within the county; and

WHEREAS, in 2021, the Utah Legislature mandated certain amendments to county Resource Management Plans; and

WHEREAS, these amendments are to include updates to the Land Access, Energy Resources, Mining and Mineral Resources sections of the plans and add new sections on Utility Corridors and Pipelines and Infrastructure; and

WHEREAS, San Juan County desires to comply with the Utah Legislature's mandate for county resource management plans; and

WHEREAS, the County Resource Management Plan outlines the County's objectives and policies for the use and management of natural and cultural resources on public lands and is the basic document for communicating County objectives and policies for public land resources to federal land management agencies in coordinating public land planning and resource management with the county plan; and

WHEREAS, San Juan County desires that land management plans of federal land management agencies be consistent with county plans to the maximum extent consistent with law; and

WHEREAS, the San Juan County Planning Commission has reviewed and concurs with the Resource Management Plan Amendments; and

WHEREAS, the San Juan County Board of County Commissioners, after holding a duly noticed public hearing on August 2, 2022, approved the Resource Management Plan Amendments;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY LEGISLATIVE BODY OF SAN JUAN COUNTY, UTAH THAT: THE SAN JUAN COUNTY RESOURCE MANAGEMENT PLAN BE AMENDED BY INCLUDING THE APPROVED AMENDMENTS.**

**PASSED, ADOPTED, AND APPROVED** by the Board of San Juan County Commissioners this 2nd day of August, 2022, by the following vote:

Those voting Aye:  
Those voting Nay:  
Absent:

Board of San Juan County Commissioners

---

Willie Grayeyes, Chairman

Attest:

---

Lyman W. Duncan, County Clerk/Auditor



## Land Access

(Modifications to the existing document are stated below with changes shown in italics.)

### Objectives

a. An extensive and viable transportation network *provides* access for commercial and non-commercial uses of public *and state* lands. Access is critical to the management, development, protection, use *and enjoyment* of lands and resources and to maintain the culture and lifestyle of the County *and meet national security needs*.

### Policies

1. Promote and support public land management which provides a transportation network for the use, management, protection, development and enjoyment of lands and resources consistent with the *economic needs*, culture and lifestyle of the County *and national security needs*.

2. Promote recognition of the importance of the infrastructure known as the Public Land Survey System (PLSS) to the health, safety and welfare of the citizens of the county. The surveys implemented to establish this PLSS are the foundation upon which rests title to all land that is now, or was once part of the Public Domain of the United States. The PLSS is the foundation for all land transactions and any acquisition, conveyance or exchange of property whether public or private depends on this PLSS infrastructure. Protect the Public Land Survey System as a vital resource for the protection of the property rights of the citizens of the county.

3. Assert RS2477 claims to all roads and trails constructed over public lands prior to the passage of FLPMA.

4. *Support efforts to have federal agencies recognize the State's rights to and across federal lands.*

5. *Support and encourage* the timely and efficient processing of *transportation* right-of-way applications by federal agencies.

6 *Support the protection of traditional and cultural access to public and state lands.*

7. *Support the retention of existing access to SITLA lands and the creation of new access roads where necessary to increase the value and enjoyment of these lands.*

8. *Maintain road systems to appropriate standards for safe and convenient access to all users of public lands (commercial and non-commercial).*

9. *Maintain road systems for safe, convenient and equitable access for citizens of all ages and physical abilities.*

10. Assist County landowners to obtain rights-of-way or easements across federal lands when in the best interest of the County and/or landowner.

11. Support public lands management which provides opportunities for a range of motorized and non\_motorized recreation experiences while protecting or minimizing impacts to resources and minimizing conflicts among various users.

12. Provide exemption from OHV decisions for fire, military, emergency, and law enforcement vehicles used for emergency or administrative purposes .

13. Support access rights to facilities or properties covered by valid existing rights.

*14. Support and encourage additional road infrastructure where needed to accommodate the increasing need for safe and enjoyable outdoor recreation practices on public lands.*

15. Support efforts to provide county-wide public transportation including daily ground and air service.

## **Minerals Findings**

(New section to add to Minerals section.)

### *Critical Minerals*

The Critical Mineral List was first released by the U.S. Geological Survey in 2018. This list designated 35 non-fuel minerals or mineral groups as critical minerals. Critical minerals are defined as those necessary for economic or national security and have a supply chain vulnerable to disruption. Seven of those minerals are found in San Juan County. These were helium, potash, lithium, uranium, vanadium, manganese and cobalt. In 2022, USGS issued a revised list which removed helium, uranium, potash, rhenium and strontium and added nickel and zinc. The updated list includes 4 minerals found in San Juan County: lithium, vanadium, manganese and cobalt.

Vanadium and manganese narratives are covered in separate sections of this document. Lithium deposits are found in the Paradox Basin in the county but are not currently produced. Lithium is primarily used in batteries and increased dependence upon battery-powered vehicles and equipment could lead to some lithium production in the county. Cobalt occurrences are found in sediment-hosted copper and/or uranium deposits in the county. Primary production in Utah is unlikely but cobalt could potentially be a byproduct of sediment-hosted copper mining (UGS, 2020).

### *Rare Earth Elements*

Utah's geology is not conducive to the formation of significant rare earth element (REE) deposits, as confirmed by historical exploration. With the exception of scandium, rare earths have never been produced in Utah and there are no known primary rare earth deposits. So, it is unlikely that such elements occur in the county to the extent that production would be feasible. (UGS, 2020).

Revisions:

### **Objectives**

- a. *Support* responsible exploration and development of mineral resources *including critical minerals* consistent with law, policy and reasonable consideration for protection of natural and cultural resources.
- b. Efficient and responsible exploration and development of mineral resources *including critical minerals* is maximized in the San Juan Energy Zones (see Energy Zones Map).
- c. Exploration and development of mineral resources *including critical minerals* in areas outside the Energy Zones will be managed under the multiple use concept, a balanced

and reasonable approach that allows use of mineral resources while giving reasonable attention to the management of other resources.

**Policies**

2. *Encourage and support* federal agency use of a streamlined and efficient procedure to process applications for mineral exploration and development.

**References**

Utah Geological Survey. Utah Department of Natural Resources. Critical Minerals of Utah, Circular 129. 2020

## **Mining**

New section to add:

### ***Abandoned Mine Lands Reclamation***

Under Utah’s Mined Land Reclamation Act and the Abandoned Mine Lands Program of the federal government various reclamation efforts have taken place to restore watersheds and enhance public safety of several mining areas in the county. Restoration work has been completed in the La Sal area, Brown’s Hole area, Red and Fry Canyon areas, White Canyon-Deer Flat areas and the South Cottonwood Wash area on old uranium/vanadium mining sites.

## **Policies**

*3. Support federal and state efforts in the Abandoned Mine Lands Program and Utah’s Mined Land Reclamation Act to protect human health and safety and to protect and restore the environment.*

Add to Findings after para on Daneros Mine:

*In 2022 the White Mesa Mill began processing certain critical and rare earth (REE) minerals and producing compounds used in the production of nuclear energy, steel and specialty alloys and advanced REE products in the US and abroad. This commercial-scale REE separation process may have been the first to occur in the US since the early 2000’s (Energy Fuels, 2022).*

*References: “Energy Fuels Hits Critical Minerals ‘Trifecta’ in Rare Earths, Uranium and Vanadium; Now Performing Commercial-Scale partial Rare Earth Separations”. April 13, 2022 Energy Fuels News Release.*

**Energy**

Existing section on Renewable Energy (wind and solar) is adequate and no changes/additions needed except in New Policy below.

**Policies**

New:

*6. Encourage the retention of prime rangelands (grazing and wildlife habitat) on public lands in lieu of converting them into solar farms.*

## UTILITY CORRIDORS

### Definition

*Linear tracts of land set aside for the placement of above and below-ground infrastructure that transports and conveys raw materials, processed materials, and energy.*

### Related Resources

Energy, Mining, Cultural, Historical, Geological and Paleontological, Land Access, Water Rights, Land Use, Air Quality, Water Quality and Hydrology, Economic Considerations

### Findings

Utility corridors on federal lands are usually identified in agency land use plans. These land use plans may also identify areas where utility ROWs are to be avoided or excluded. On BLM administered lands, avoidance and exclusion areas are based on resource needs and policy. Such areas include lands with sensitive natural resources such as wilderness values, cultural resources, riparian and relict vegetation and high quality scenery. Similar policy is used in land use plans on USFS and NPS lands. Since 62% of San Juan county is federally administered land (BLM, USFS and NPS), these land use plan designations for utility corridors are a significant factor in any utility corridor planning.

Establishing a new utility corridor on or through federal land for electrical transmission, pipelines, and other utility infrastructure is a major undertaking that may require years to complete. The design, analysis, public involvement, and documentation required by federal regulations are very complicated.

Recognizing the complex nature of placing utility corridors on public lands, and in light of the growing need for energy grid improvements, Congress passed the Energy Policy Act of 2005. Section 368 of the act directs federal agencies to: (1) designate energy corridors on federal lands in 11 western states; (2) establish procedures to ensure that additional corridors are identified and designated as necessary; and (3) expedite applications to construct or modify oil, gas, and hydrogen pipelines and electricity transmission and distribution facilities. These corridors are referred to as “Section 368” energy corridors.

San Juan County’s segment of the Section 368 corridor follows along US 191 in the northern part of the county until it veers off to the SE and follows East Canyon before entering Colorado (see Map \_\_\_\_). While this corridor is useful for the north and northeastern portions of the county, it is too far away from other areas in the county to be of much use.

### Economic Considerations

Power generation in the western United States is transitioning from carbon-based fossil fuels to renewable energy. Additionally, policies to increase the component of renewable energy coming from the federal, state, and local governments as well as consumer demands, are likely to increase the demand of renewable energy over the coming decade.

San Juan County has abundant potential for renewable energy generation (solar and wind), as identified in the Utah Renewable Energy Zone study. However, these resources are not always near existing transmission infrastructure. As power generators move to develop these resources, there is a need to simultaneously develop the transmission infrastructure needed to convey power to the electric grid.

Primary economic consideration for utility corridors is the lengthy time periods and high costs required to navigate the federal permitting and compliance processes to place utilities on federal lands. Such long time periods reduce the ability of utility companies to respond to rapidly changing energy policies, such as carbon reduction goals and development of Utah's renewable energy.

### **Objectives**

Existing and future utility corridors are adequate to meet current and future demand.

### **Policies**

Protect access for utility companies to maintain and improve infrastructure and utility corridors.

Support and promote expeditious federal approval processes and policies for the maintenance of utility corridors and new construction projects.

Work with federal and state agencies and tribes to identify utility corridors needed to access and deliver all forms of traditional mineral resources, critical minerals, and renewable energy resources.

Support federal agencies to ensure that sufficient utility corridors are available to provide essential utilities to rural areas including areas with current or future federal designations (e.g. national monuments and roadless areas).

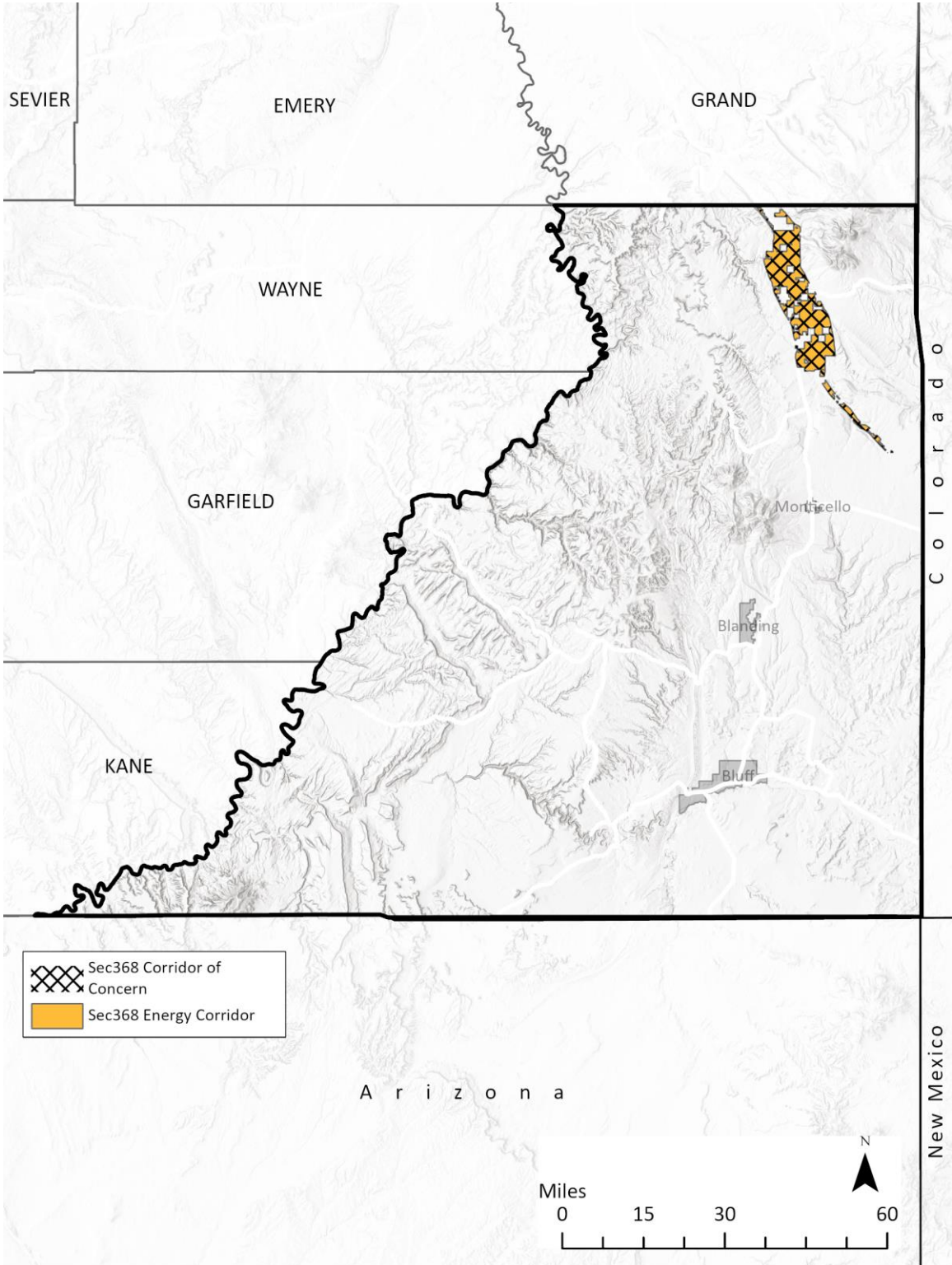
Support federal agencies to provide access to fiber optic resources to rural Utah and Tribal communities.

### **References**

Utah Renewable Energy Zone (UREZ) Task Force, Phase II Zone Identification and Scenario Analysis, Final Report. Black & Veatch Corporation. September, 2010

Utah's Resource Potential. Energy Strategies for the Utah Office of Energy Development. Salt Lake City, Utah. Technical Report, 84pg.





## Pipelines and Infrastructure

### Definition

*Pipelines, electrical power and communication lines and associated structures that carry petroleum products, water and electricity.*

### Related Resources

Energy, Mining, Cultural, Historical, Geological and Paleontological, Land Access, Water Rights, Land Use, Air Quality, Irrigation, Water Quality and Hydrology, Economic Considerations

## Findings

### Electrical Transmission

Electrical transmission infrastructure is used to convey high-voltage electricity from a generation source to load-center substations, where it's transformed into lower-voltage electricity for distribution to end-users. Major components of electrical transmission infrastructure include transformers, towers, foundation materials, and conductors (transmission lines). High-voltage transmission can be either alternating current (AC) or direct current (DC). Alternating current, the most commonly used form of transmission, has the ability to convert to different voltages using a transformer, whereas DC is not easily converted. Typical voltage for transmission in the county ranges from 69 Kilovolt (kV) up to 345 kV. Existing electrical transmission lines and substations are shown on Map \_\_\_\_.

When planning for new utility-scale solar developments, considerations should be made for the inversion of DC power generated from solar array prior to connection to the AC bulk power grid.

Another consideration for the planning of electrical transmission in Utah includes future chokepoints or bottlenecks in transmission-line capacity. This issue has been studied with respect to electrical transmission in the 2021 Utah Transmission Study, which determined that (under scenarios of high renewable energy buildout in southern Utah) electrical transmission needs might exceed capacity (Energy Strategies 2021).

Resilience and redundancy of electrical transmission are issues that have been identified by stakeholders. Many rural locations in Utah are served by single transmission lines, referred to as "radial transmission lines." Radial transmission lines are the least costly option for providing some remote locations with electrical power, but they also leave those areas vulnerable to utility disruptions because of their lack of redundancy. Additional transmission connections are costly not only because of their construction costs, but also due to the expense and time required to place utility corridors on federal lands. Refer to the Utility Corridor section for more information.

## Natural Gas Pipelines

Natural gas pipelines are constructed by private utility companies to move natural gas from production areas to end users. Gathering pipelines move extracted raw materials from wellheads to processing plants, where natural gas is separated from other gases, hydrocarbon gas liquids, and water. The refined natural gas is then pressurized and added to the mainline transmission system, which consists of large-diameter, high-pressure pipelines. Compressor stations along the network maintain pressure and move product down the line to storage areas, major industrial consumers, power plants, shipping ports, and distribution companies. From there, distribution transmission systems operate with smaller-diameter lines and lower pressure. Finally, service lines transport natural gas to the end users.

The Lisbon Valley Gas Plant located approximately 20 miles north of Monticello processes natural gas collected from sources in Utah, Colorado and New Mexico. The La Sal Junction Compressor Station is part of the Northwest Pipeline transporting natural gas through the intermountain region and the Pacific Northwest. Major natural gas pipelines are shown on Map \_\_\_\_.

## Oil Pipelines

According to the Utah Geologic Survey (UGS), Utah is consistently one of the top 15 oil-producing states in the United States (Chidsey 2021). In their recent circular, Utah's Energy Landscape, the UGS reported the majority of oil production in Utah is occurring in Duchesne, Uintah, and San Juan Counties. Crude oil produced in San Juan County is transported in pipelines south to refineries in New Mexico. The two major pipelines are the CCI and Questar Pipelines (see Map \_\_). The CCI Pipeline transports crude oil from the Lisbon Field area approximately 20 miles north of Monticello to the Greater Aneth Field in the southern part of the county and thence SE into Colorado and New Mexico. The Questar Pipeline transports oil from the Greater Aneth area south into Arizona. ???

## Water Pipelines

The main water pipelines in the county transport water for communities and irrigation. The main water pipelines for community use include collection and transport pipelines for Monticello, Blanding and Spanish Valley. The largest irrigation pipeline transports water from Recapture Reservoir to agricultural lands in the Blanding area.

## Telecommunications

Telecommunications refer to the infrastructure used to transmit and distribute electronic information. This discussion of telecommunications will focus on broadband infrastructure, typically transmitted through fiber optic cable, used by service providers to connect consumers to the Internet, which allows large quantities of digital information to be transmitted at high speeds.

The State of Utah is committed to deploying and expanding broadband and making it accessible across the entire state. To this end, the [2020 Utah Broadband Plan](#) identifies a series of goals to meet that goal. As of June 2021, 94 percent of Utah has access to broadband Internet service with speeds of 100 mbps or faster. Approximately 68 percent of Utahns have access to fiber-optic services with a State Broadband Access Ranking of 29th in the United States (BroadbandNow 2021).

Most communities in the county are now served with a fiber optic network from Spanish Valley to Bluff. These include the main communities along US 191 and US 491 as well as La Sal, Eastland, Montezuma Creek and Aneth. A project is currently underway to connect Mexican Hat from Bluff with plans to continue on to Monument Valley and Oljeto.

### **Other Infrastructure**

Most communities in the county have water treatment plants to supply culinary water to community residents. Most are located on municipal property but the water may be supplied from sources on public lands. Examples are the culinary water pipelines from springs on the Monticello Ranger District supplying Monticello and the Blanding Tunnel on the Monticello Ranger District supplying Blanding. Many communities also have wastewater treatment plants which are also on municipal lands.

Culinary water treatment and wastewater treatment facilities on public lands include those of Mexican Hat, the National Park Service at Natural Bridges National Monument, Hovenweep National Monument (septic system for waste), Halls Crossing, Hite, Needles District of Canyonlands National Park (septic system for waste) and those of the State Parks and Recreation at Dead Horse Point State Park (septic system for waste).

### **Transportation Infrastructure**

The planning, construction, and maintenance of US interstate highways, state highways, and some local roads in Utah are completed through collaboration with UDOT. Roadway planning occurs during the compilation of the [Unified Transportation Plan](#). Construction of new federal and state roadways and bridges as well as upgrades to existing infrastructure is prioritized in this plan.

The [Utah Freight Plan](#) addresses issues and needs specific to the statewide highway and multimodal freight networks. In San Juan County, US 191 from the northern county line to Monticello and US 491 from Monticello to the state line are classified as ‘Critical Rural’ highways in this plan. A ‘Critical Rural’ highway provides access and connection to the Primary Highway Freight System and the Interstates with other important ports, public transportation facilities, or other intermodal freight facilities. Both of these highways are also rated as ‘High Volume’ highways in UDOT’s ‘Pavement Management’ system. This designation means that Average Annual Daily Traffic

(AADT) is greater than 1,000 vehicles and Average Annual Daily Truck Traffic (AADTT) is greater than 200

## **Economic Considerations**

### **Water Pipelines**

According to the 2020 Statewide Water Infrastructure Plan, over the next 50 years, the State of Utah and municipal water providers in San Juan and Grand Counties (Southeast Colorado River Basin Water Plan) will need to spend \$97.8 million to repair and replace existing infrastructure and another \$4 - 18 million for new infrastructure and to develop new water supplies for future growth (BRWCD et al. 2020).

### **Objectives**

Pipelines, powerlines, communication lines and other infrastructure are present to provide for transport and delivery of petroleum products, water, electric power and telecommunications services to meet current and future needs of the county.

### **Policies**

Support a network for the transport and distribution of natural gas, crude oil and refined petroleum products.

Support a network for the collection and delivery of electrical power and communications to County residents.

Support the investigation and research for additional water collection, storage and delivery opportunities to supply current and future community needs.

Support local community and water conservation districts in applying for grants for additional water collection, storage and delivery systems.

Support active management of forests to increase watershed yields.

Support programs such as Shared Stewardship and the Watershed Restoration Initiative to enhance water yields.

Support innovation to make existing and future water collection, storage and delivery systems more efficient, reliable, safe, climate-friendly and sustainable.

## References

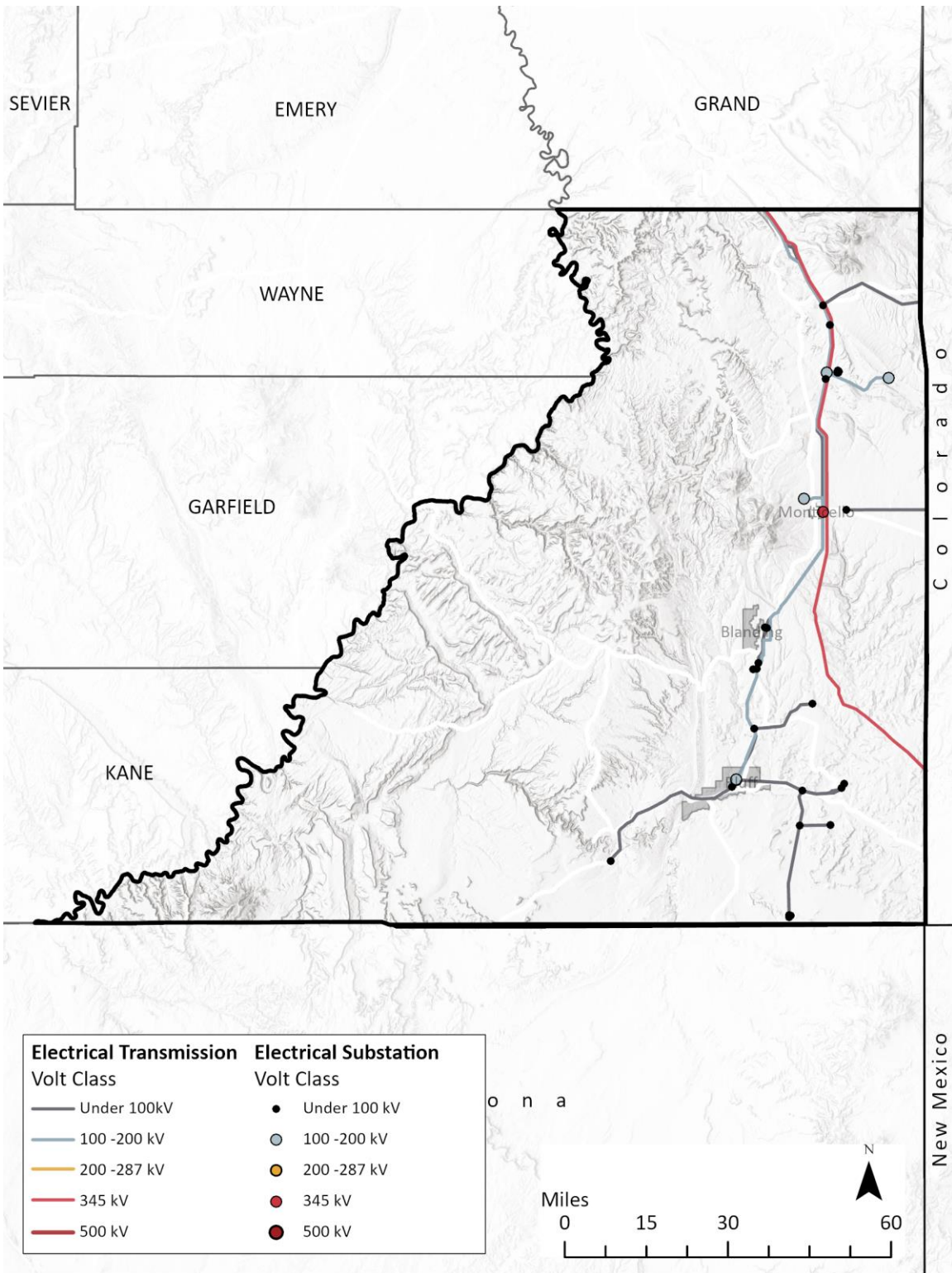
Energy Strategies. 2021. Utah Transmission Study: A Study of the Options and Benefits to Unlocking Utah's Resource Potential. Energy Strategies for the Utah Office of Energy Development. Salt Lake City, Utah. Technical Report, 84pg

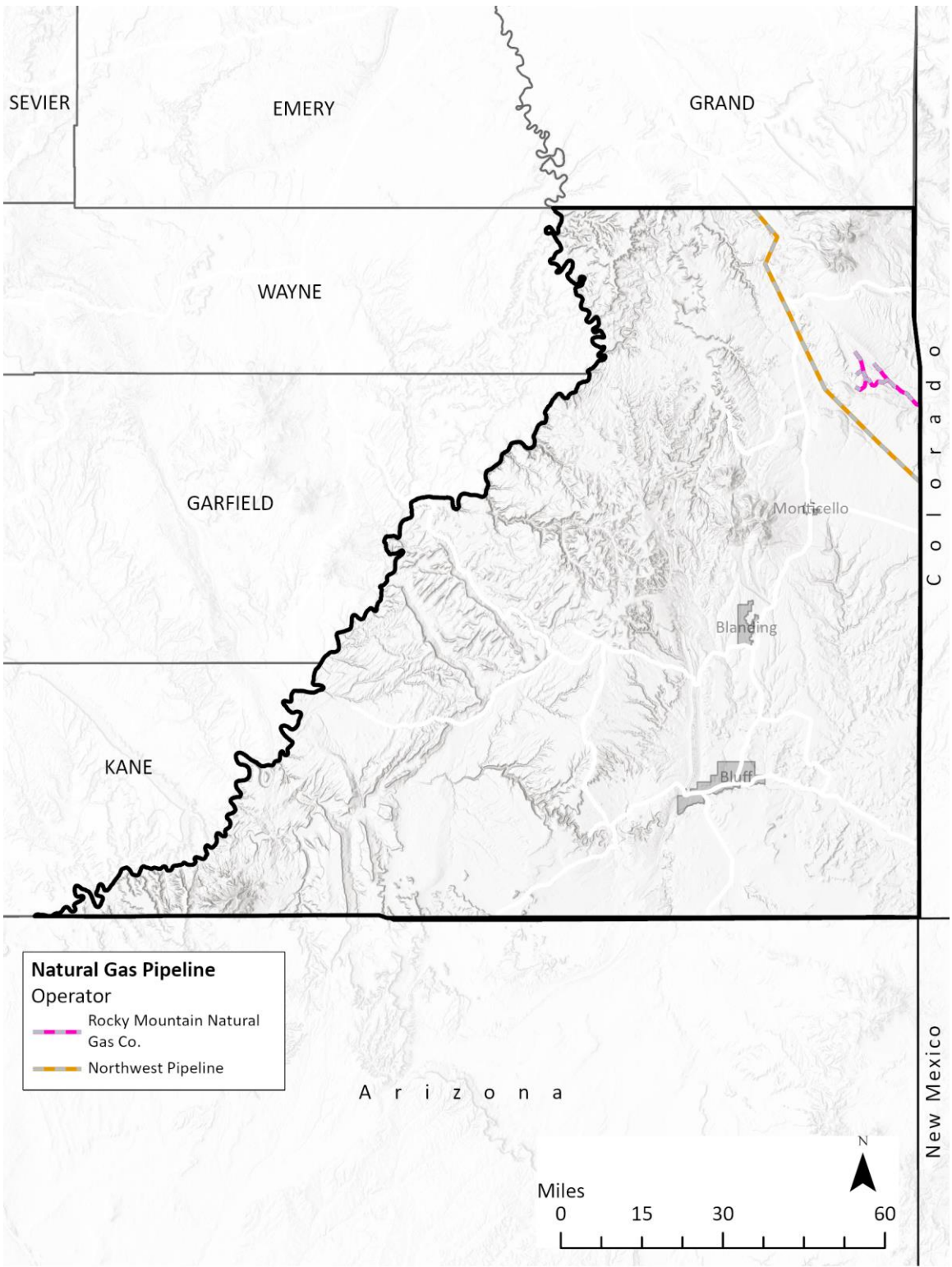
[UBAC] Utah Broadband Advisory Council. 2020. Utah Broadband Plan. Salt Lake City, UT. Technical Report, 12pg.

[BRWCD] Bear River Water Conservancy District, Cache Water District, Central Iron County Water Conservancy District, Central Utah Water Conservancy District, Jordan Valley Water Conservancy District, Utah Division of Water Resources, Washington County Water Conservancy District, & Weber Basin Water Conservancy District. 2020. Statewide Water Infrastructure Plan. Prepare 60. Technical Report, 16pg.

[UDOT] Utah Department of Transportation, Cache Metropolitan Planning Organization, Dixie Metropolitan Planning Organization, Mountainland Association of Governments, Utah Transit Authority, & Wasatch Front Regional Council. 11/4/21. Funding our Transportation Future. Utah's Unified Transportation Plan.  
<https://unifiedplan.org/funding-our-transportation-future/>

[UDOT] Utah Department of Transportation. Utah Freight Plan 2017



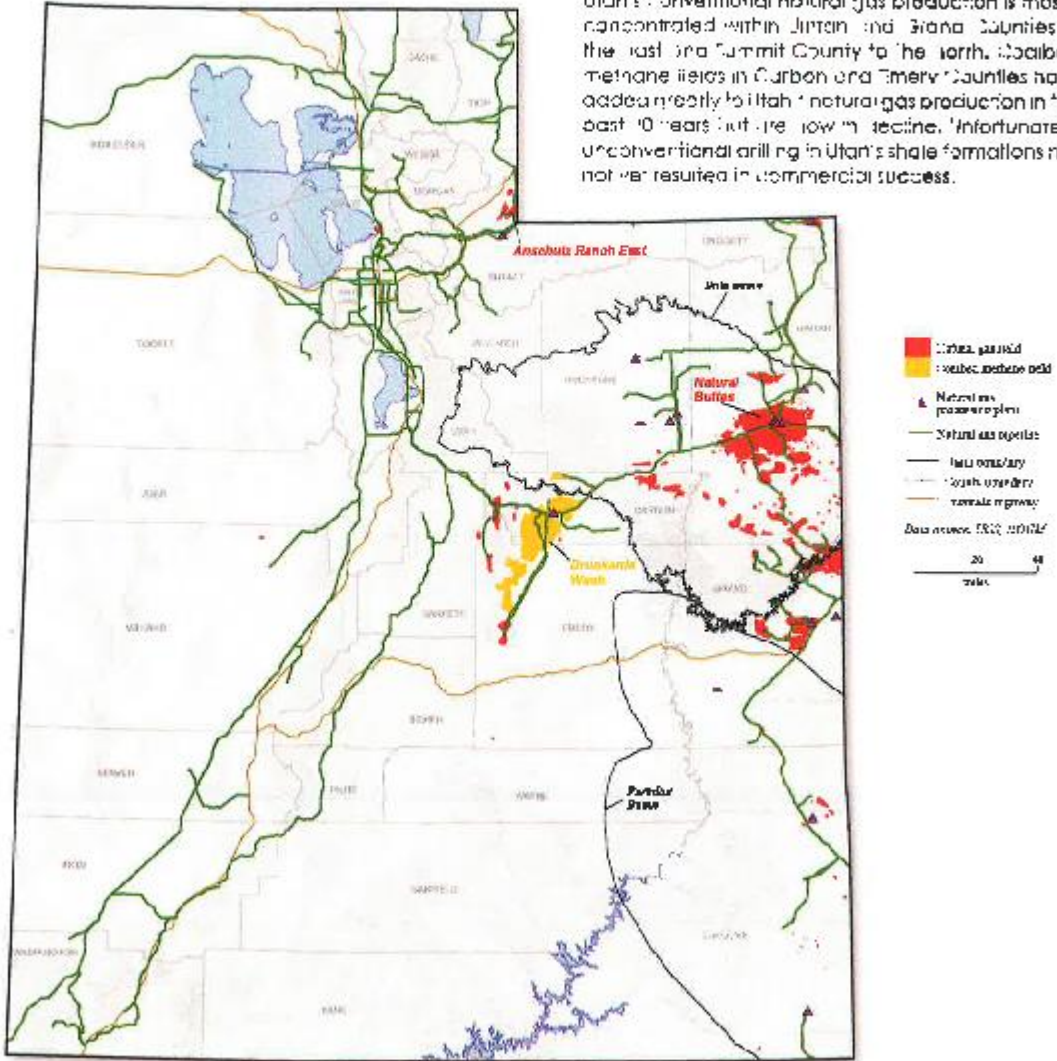




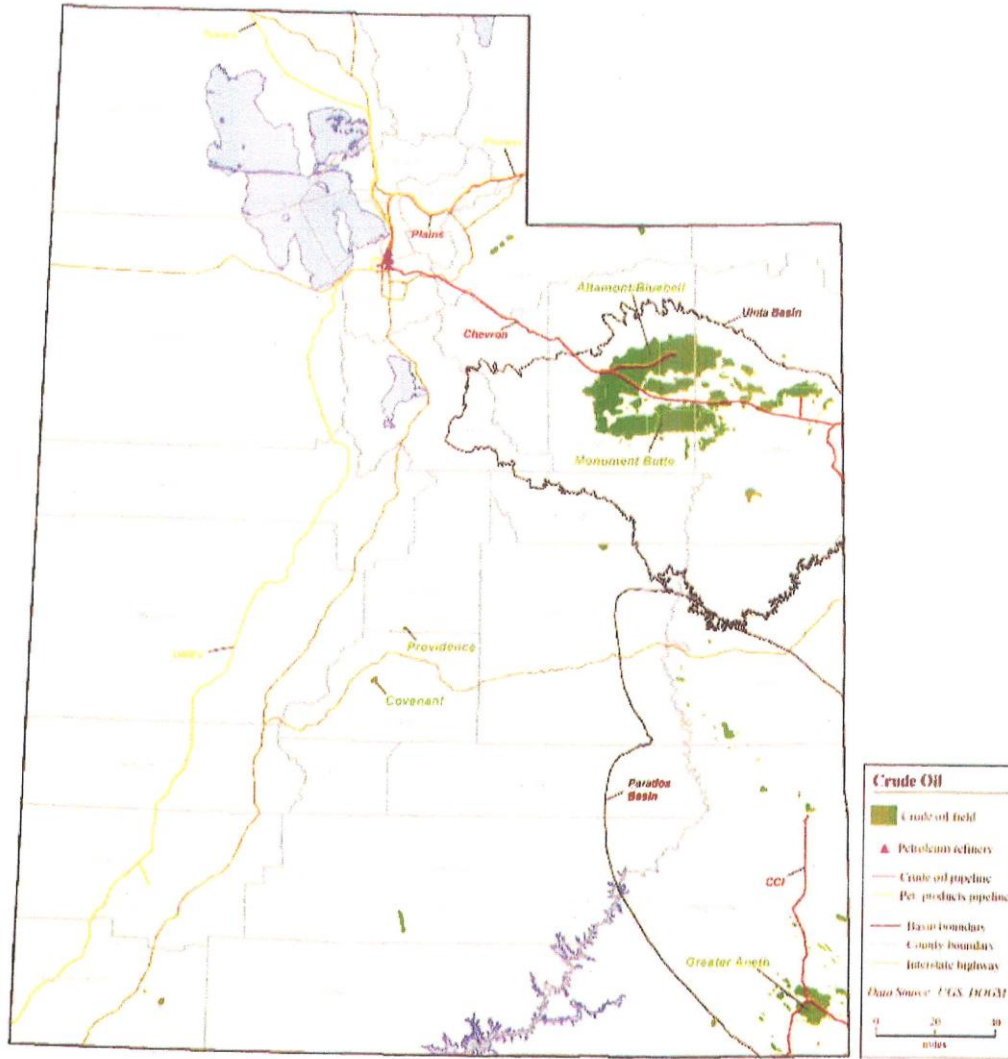


# natural gas

Utah's conventional natural gas production is mostly concentrated within Uinta and Grand Counties to the east and Summit County to the north. Coalbed methane fields in Carbon and Emery Counties have added greatly to Utah's natural gas production in the past 10 years but are now in decline. Unfortunately, unconventional drilling in Utah's shale formations has not yet resulted in commercial success.



From Utah's Energy Landscape 2020



### 2022 Proposed Mid-Year Budget Adjustments Fund 10

Tuesday, August 2, 2022

#### Revenue

Fund/Dept.	Account #	Account Name	Incr/(Decr)	2022 Budget	2022 Mid Yr Revised
<b>Fund 10 General Fund Revenues</b>					
Taxes	3110000	Property Taxes - 10	(94,970.00)	2,150,000	2,055,030
	3115000	State Multi C Assessing & Collecting	14,841.00	-	14,841
	3116000	Local County Assessing & Collecting -	7,710.00	300,000	307,710
	3130000	General Sales Tax	200,000.00	2,000,000	2,200,000
<b>Total Tax Revenue</b>			<b>127,581.00</b>	<b>4,450,000</b>	<b>4,577,581</b>
	3211000	Alcohol Licenses	(4,000.00)	7,000	3,000
	3220000	Business Licenses	17,500.00	2,500	20,000
<b>Total Licenses and permits revenue</b>			<b>13,500.00</b>	<b>9,500</b>	<b>23,000</b>
Intergovernmental	3330000	Federal Payment in Lieu of Tax	124,676.00	1,600,000	1,724,676
	3340000	Other State Grants	14,819.00	957,466	972,285
	3342000	Emergency Services	45,508.00	53,042	98,550
	3345000	SSBG	36,679.00	30,700	67,379
	3357000	State Mineral lease PILT	(240,000.00)	240,000	-
	3358000	Liquor Fund Allotment	12,897.00	31,380	44,277
	3359000	SRS - Secure Rural Schools	13,544.00	50,000	63,544
	3388000	Utah Navajo Revitalization Fund	(35,000.00)	50,000	15,000
<b>Total Intergovernmental revenue</b>			<b>(26,877.00)</b>	<b>3,012,588</b>	<b>2,985,711</b>
	3426000	State Inmate Reimbursemnt	90,000.00	-	90,000
<b>Total Charges for services</b>			<b>90,000.00</b>	<b>-</b>	<b>90,000</b>
Contributions	3840000	ARPA Transfers	283,818.00	177,992	461,810
	3890000	Beg Fund Balance to be Appropriated	(6,778.00)	358,474	351,696
<b>Contributions and Transfers</b>			<b>277,040.00</b>	<b>536,466</b>	<b>813,506</b>
<b>Total General Fund Revenue:</b>			<b>481,244.00</b>	<b>8,008,554.00</b>	<b>8,489,798.00</b>

### 2022 Proposed Mid-Year Budget Adjustments Fund 10

Tuesday, July 19, 2022

#### Expenses

Fund 10	Salary & Wages, Fica, Retirement		360,115.00	0	360,115
<b>Fund/Dept. Account # Account Name Incr/(Decr) 2022 Budget 2022 Mid Yr Revised</b>					
Recorder	4144230	Travel expense	1,000.00	3,200	4,200
	4144330	Education exp	(1,000.00)	2,500	1,500
<b>Recorder</b>				<b>5,700</b>	<b>5,700</b>
	4151210	Subscriptions		-	27,800
	4151254	Maintenance costs		-	10,000
<b>Information Technology</b>				<b>-</b>	<b>37,800</b>
<b>Fund/Dept. Account # Account Name Incr/(Decr) 2022 Budget 2022 Mid Yr Revised</b>					
Law	4156620	Miscellaneous Services	15,000.00	-	15,000
<b>Total Legal Defense</b>			<b>15,000.00</b>	<b>-</b>	<b>15,000</b>
Elections	4173310	Professional & Technical	(70,000.00)	140,000	70,000
	4173620	Misc Supplies	56,000.00	-	56,000
	4173740	Equipment Purchases	14,000.00	1,500	15,500
<b>Total Elections</b>			<b>0.00</b>	<b>141,500</b>	<b>141,500</b>

Jail	4230141	Uniform Allowance	11,000.00	14,000	25,000
	4230242	Software Maintenance	10,000.00	50,000	60,000
	4230312	Medical Expenses	90,000.00	8,000	98,000
<b>Total Jail</b>			<b>111,000.00</b>	<b>72,000</b>	<b>183,000</b>

Dispatch	4232280	Telephone	20,000.00	-	20,000
	4232310	Professional & Technical	(20,000.00)	50,000	30,000
<b>Total Dispatch</b>			<b>0.00</b>	<b>50,000</b>	<b>50,000</b>

EMS	4255615	Contracts	70,560.00	-	70,560
<b>Total EMS</b>			<b>70,560.00</b>	<b>-</b>	<b>70,560</b>

Weed Ctrl	4256480	Special Dept Supplies	13,000.00	20,000	33,000
<b>Total Weed and Rodent Control</b>			<b>13,000.00</b>	<b>20,000</b>	<b>33,000</b>

SJC Homeless Committee	4665310	Professional and Technical	(45,181.00)	50,000	4,819
<b>Total SJC Homeless Committee</b>			<b>(45,181.00)</b>	<b>50,000</b>	<b>4,819</b>

Senior Citizens Centers	4676220	Public Notices	1,655	-	1,655
	4676610	Misc Supplies	2,116	3,000	5,116
	4676615	Contracts	38,671	-	38,671
	4676740	Equipment Purchases	52,508	-	52,508
	4676915	Transfers to Other Units	(6,000)	12,000	6,000
<b>Total Senior Citizens Centers</b>			<b>88,950</b>	<b>15,000</b>	<b>103,950</b>

Congregate Meals	4677330	Meals - Blanding	10,000	22,000	32,000
	4677329	Meals - Bluff	(5,000)	13,000	8,000
<b>Total Congregate Meals</b>			<b>5,000.00</b>	<b>35,000</b>	<b>40,000</b>

Home Del Meals	4678325	Meals - Blanding	12,000	26,000	38,000
	4678328	Meals La Sal	8,000	12,500	20,500
	4678329	Meals -Bluff	1,500	12,500	11,500
<b>Total Home Delivered Meals</b>			<b>21,500</b>	<b>51,000.0</b>	<b>70,000.0</b>

Special Projects	4850623	UNRF Projects	(18,000.00)	20,000	2,000
	4850725	Building Improvements	25,000.00	-	25,000
	4850730	Improv besides Buildings	4,000.00	1,000	5,000
<b>Total Special Projects</b>			<b>11,000.00</b>	<b>20,000</b>	<b>2,000</b>

Transfers	48300910	Transfers to Other Funds	166,300.00	268,869	435,169
	4965140	Other Employee Benefits	15,000.00	1,500	16,500
	4835915	Transfers to Other Units	(240,000.00)	240,000	-
<b>Total Transfers</b>			<b>(58,700.00)</b>	<b>510,369</b>	<b>451,669</b>

<b>Total Expense</b>	<b>Total Expenses</b>	<b>481,244.00</b>	<b>970,569.00</b>	<b>1,208,998.00</b>
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### 2022 Proposed Mid-Year Budget Adjustments for Fund 21

Tuesday, August 2, 2022

#### Revenue

Fund/Dept.	Account #	Account Name	Incr/(Decr)		
B Road	4412110	Salary & Wages, FICA, Retirement	76,510.00		76,510
<b>Total B Road</b>			<b>76,510.00</b>	<b>-</b>	<b>76,510</b>

**Total Change In Net Position (76,510.00)**

**2022 Proposed Mid-Year Budget Adjustments for Fund 25**

Tuesday, August 2, 2022

**Revenue**

Fund/Dept.	Account #	Account Name	Incr/(Decr)		
Health	3110000	Property Taxes	(5,856.00)	145,000	139,144
			<b>(5,856.00)</b>		
	4310110	Salary & Wages, FICA, Retirement	57,965.00		57,965
<b>Total Public Health</b>			<b>57,965.00</b>	145,000	139,144
<b>Total Change In Net Position</b>			<b>(63,821.00)</b>		

**2022 Proposed Mid-Year Budget Adjustments Fund 26**

Tuesday, August 2, 2022

Fund/Dept.	Account #	Account Name	Incr/(Decr)		
<b>Contributions &amp; Transfers</b>					
EMS	3820000	Contribution Other Funds	116,300.00	268,869	385,169
	3850000	Approp To Decrease Deficit	50,500.00	-	50,500
<b>Total Revenue:</b>			<b>166,800.00</b>	268,869	435,669
Fund/Dept.	Account #	Account Name	Incr/(Decr)		
EMS	4350110	Salary & Wages, FICA, Retirement	116,300.00		116,300
<b>Total B Road</b>			<b>116,300.00</b>		

**2022 Proposed Mid-Year Budget Adjustments Fund 45**

Tuesday, July 19, 2022

Fund/Dept.	Account #	Account Name	Incr/(Decr)		
<b>Contributions &amp; Transfers</b>					
Fund 45	<b>Capital Projects</b>				
Capital Projects	3820000	Contributions Other Funds	(3,008.00)	248,312	245,304
	3890000	Beg Fund Balance to be Appropriated	(21,736.00)	475,304	453,568
<b>Total Revenue:</b>			<b>(24,744.00)</b>	723,616	698,872
<b>Expenses</b>					
Fund/Dept.	Account #	Account Name	Incr/(Decr)		
Fund 45	<b>Capital Projects</b>				
Library Expenses	4255310	Professional & Technical	(100,000.00)	345,304	245,304
	4850310	Professional & Technical	75,256.00	378,312	453,568
<b>Total Expenditures:</b>			<b>(24,744.00)</b>	723,616	698,872

**2022 Proposed Mid-Year Budget Adjustments Fund 57**

Tuesday, August 2, 2022

Fund/Dept.	Account #	Account Name	Incr/(Decr)		
<b>Contributions &amp; Transfers</b>					
Landfill	4424910	Transfers to Other Funds	(14,884.00)	148,312	133,428
<b>Total Revenue:</b>			<b>(14,884.00)</b>		
Fund/Dept.	Account #	Account Name	Incr/(Decr)		
Landfill	4424110	Salary & Wages, FICA, Retirement	14,884.00		14884

Total Expenditures	<b>14,884.00</b>		
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**2022 Proposed Mid-Year Budget Adjustments Fund 63**  
Tuesday, August 2, 2022

Revenue					
Fund/Dept.	Account #	Account Name	Incr/(Decr)		
Tort Fund	3110000	Property Tax	(890.00)	70,150	69,260
			<b>(890.00)</b>		

Tort Fund	3820000	Contribution Other Funds	890.00	190,842	191,732
	3850000	Approp To Decrease Deficit	20,650.00	-	20,650
			<b>21,540.00</b>	190,842.0	212,382

**Contributions & Transfers**

**2022 Proposed Mid-Year Budget Adjustments Fund 72**  
Tuesday, August 2, 2022

Revenue					
Fund/Dept.	Account #	Account Name	Incr/(Decr)		
Library	3110000	Property Tax	(19,443)	435,000	415,557
		Excess from 2022 Approved Budget	2,630		
	3890000	Beginning Fund Balance to be appr	40,000	-	23,668
			<b>23,187</b>	<b>435,000</b>	<b>439,225</b>
	4167110	Salary & Wages, FICA, Retirement	18,187		
	4581610	Misc Supplies/Service	5,000	1,075	6,075
	<b>Total Expenditures</b>		<b>23,187.00</b>		

SAN JUAN COUNTY UTAH RESOLUTION 2022 \_\_\_\_\_

**2022 Proposed Mid-Year Budget Adjustments**

Tuesday, August 2, 2022

Resolution: A RESOLUTION PURSUANT TO SECTION 17-36-26 U.C.A. 1953 AS AMENDED APPROVING THE ADDITIONAL BUDGET APPROPRIATION REQUESTS AND/OR MID-YEAR ADJUSTMENTS FUNDED BY NEW REVENUES, GRANT FUNDING AND/OR MONIES UNSPENT IN THE PRIOR YEAR (FUND BALANCE). Passed and approved this 2nd day of August 2022.  
Those voting aye:  
Those voting nay:  
Thos absent or abstaining.

Board of San Juan County Commissioners

Attest: \_\_\_\_\_ Willie Grayeyes, Chair

\_\_\_\_\_  
Lyman W. Duncan, Clerk/Auditor



# CERTIFIED TAX RATES

Item 11.   
 nt   
 help   
 Logout

View Data Entry Reports Forms Maintenance Administration

Tax Year **2022** County **19\_SAN JUAN** Entity **1010\_SAN JUAN** Accounting Cycle: Calendar Year

## Rate Detail

(233b) Auditor Data Entry Completed	(750) Treasurer Data Entry Completed	(233b) BOE Calculated	(750) Collection Rate Calculated	(697) Assessor Data Entry Completed	(693) Proposed Rates Entered	Rates USTC Approved	Rates Finalized
-------------------------------------	--------------------------------------	-----------------------	----------------------------------	-------------------------------------	------------------------------	---------------------	-----------------

REAL PROPERTY VALUES						
	2022 Original	2021 Year End	Orig - Year End	% Change	Value Change	% Change
Real Property (62.49 %)	680,736,496	536,839,753	143,896,743	26.80 %	129,287,261	24.08 %
(-) Incremental Value					Assessor NG	% Change
(=) Total Adjusted Value Real	680,736,496	536,839,753	143,896,743	26.80 %	14,609,482	2.72 %
CENTRALLY ASSESSED PROPERTY VALUES						
	2022 Original	2021 Year End	Orig - Year End	% Change		Value
Centrally Assessed (29.88 %)	325,556,108	322,928,052	2,628,056	0.81 %	Benchmark (2015)	419,216,948
(-) Incremental Value					(-) 2021 Incremental Value	
(=) Total Adjusted Value CA	325,556,108	322,928,052	2,628,056	0.81 %	(=) Adjusted Benchmark	419,216,948
PERSONAL PROPERTY VALUES						
	2021 Year End	2020 Year End	2021YE - 2020YE	% Change		
Personal Property (7.63 %)	83,096,296	84,564,165	-1,467,869	-1.74 %		
(-) Incremental Value						
(-) Semiconductor						
(=) Total Adjusted Value PP	83,096,296	84,564,165	-1,467,869	-1.74 %		

REAL PROPERTY NEW GROWTH	
	Total Adjusted Value Real
2022 Original	680,736,496
(-) 2021 Year End	536,839,753
(=) Orig - Year End	143,896,743
(-) Value Change	129,287,261
(=) Real New Growth	14,609,482
CENTRALLY ASSESSED NEW GROWTH	
	Total Adjusted Value CA
2022 Original	325,556,108
(-) Benchmark	419,216,948
(=) CA New Growth	0
PROJECT AREA NEW GROWTH	
Real	
(+) Centrally Assessed	
(+) Personal	
(=) Project Area New Growth	0

NEW GROWTH TOTALS	
Real New Growth	14,609,482
(+) CA New Growth	
(+) Project Area New Growth	
(=) Eligible New Growth	14,609,482
(x) 5 Year Avg Collection Rate	91.40 %
(=) Collection Rate Adjusted Eligible New Growth	13,353,067

CERTIFIED TAX RATE CALCULATION	
Total Adjusted Value (R+CA+PP)	1,089,386,900
(-) Board of Equalization (BOE) Adjustment	6,869,840
(x) 5 Year Average Collection (2022/2021)	91.40 % / 91.35 %
(=) Proposed Tax Rate Value	989,422,421
(-) Collection Rate Adjusted Eligible New Growth	13,353,067
(=) Certified Tax Rate Value	976,069,354

Budget Code	Budget Name	2021 Year End Budgeted Revenue	2021 Year End Adjusted Budgeted Revenue	Calc. Certified Tax Rate	2021 Year End Final Tax Rate	% Change	Certified Tax Rate Revenue W/O New Growth	New Growth Revenue	Certified Tax Rate Revenue W/ New Growth	Auditor's Certified Tax Rate	Auditor's Certified Rate Revenue	Proposed Tax Rate	Budgeted Revenue	Final Tax Rate	Final Budgeted Revenue
10	General Operations	\$ 2,027,324	\$ 2,027,034	0.002077	0.002360	-11.99 %	\$ 2,027,296	\$ 27,734	\$ 2,055,030	0.002077	\$ 2,055,030	0.002077	\$ 2,055,030	0.002077	\$ 2,055,030
30	Library	\$ 409,760	\$ 409,701	0.000420	0.000477	-11.95 %	\$ 409,949	\$ 5,608	\$ 415,557	0.000420	\$ 415,557	0.000420	\$ 415,557	0.000420	\$ 415,557
50	Tort Liability	\$ 67,864	\$ 67,854	0.000070	0.000079	-11.39 %	\$ 68,325	\$ 935	\$ 69,260	0.000070	\$ 69,260	0.000070	\$ 69,260	0.000070	\$ 69,260
540	Health	\$ 139,164	\$ 139,144	0.000143	0.000162	-11.73 %	\$ 139,578	\$ 1,909	\$ 141,487	0.000143	\$ 141,487	0.000143	\$ 141,487	0.000143	\$ 141,487
950	MultiCounty Assessing & Collec	\$ 10,308	\$ 10,308		0.000012					0.000015	\$ 14,841	0.000015	\$ 14,841	0.000015	\$ 14,841
955	County Assessing & Collecting	\$ 303,240	\$ 303,197	0.000311	0.000353	-11.90 %	\$ 303,558	\$ 4,153	\$ 307,710	0.000311	\$ 307,710	0.000311	\$ 307,710	0.000311	\$ 307,710
	Grand Total	\$ 2,957,660	\$ 2,957,238	0.003021	0.003443		\$ 2,948,706	\$ 40,339	\$ 2,989,044	0.003036	\$ 3,003,885	0.003036	\$ 3,003,885	0.003036	\$ 3,003,885

### NOTES:

(JR 4/27/22) Applied PP Exemption of \$422



## COMMISSION STAFF REPORT

**MEETING DATE:** August 2, 2022

**ITEM TITLE, PRESENTER:** San Juan County Mud Springs Trail by Elaine Gizler, Economic Development and Visitor Services Director.

**RECOMMENDATION:** Make a motion approving the Memorandum of Understanding.

### SUMMARY

San Juan County Economic Development and Visitor Services Director requests approval for San Juan County to work with Grand County Active Trails and Transportation to create the Mud Springs Trail System. This project would also include support from the BLM once approved by the SJC Commission to conduct the NEPA process and commit to the costs.

The Mud Springs Trail is located in northern San Juan County. If the San Juan County Commission approves the trail creation, Grand County Active Trails and Transportation will present this project for approval to the Grand County Commission.

Creating the Mud Springs Trail System will benefit the residents of northern San Juan County, Spanish Valley, and Grand County. This trail will provide close access to a trail system that can accommodate different mountain biking experience levels, especially for residents.

It will also provide another location for the Utah Highschool Cycling League students in grades 9th – 12th to utilize.

Volunteers will be secured to help build the trails.

The National Interscholastic Cycling Association, also known as NICA, will provide trail design free of cost. The Trail Head will be established at one main entrance on the Eastern side of the highway that leads to a shared trailhead and parking area. There will be kiosks with Wayfinding and educational signage with content tailored to different user groups.

The environmental impact will be offset with trash removal and other restoration projects to be determined. The BLM will also determine the inclusion of a bathroom, design, and construction costs. Camping destinations for Mixed-Use, Dispersed, or The BLM will evaluate potential campground development.

The creation of the Mud Springs Trail will be an asset to San Juan County and the first stage of more significant trail development.

### HISTORY/PAST ACTION



In 2019, Grand County approved the interlocal agreement with San Juan County to coordinate on trails that overlap both jurisdictions.

### **FISCAL IMPACT**

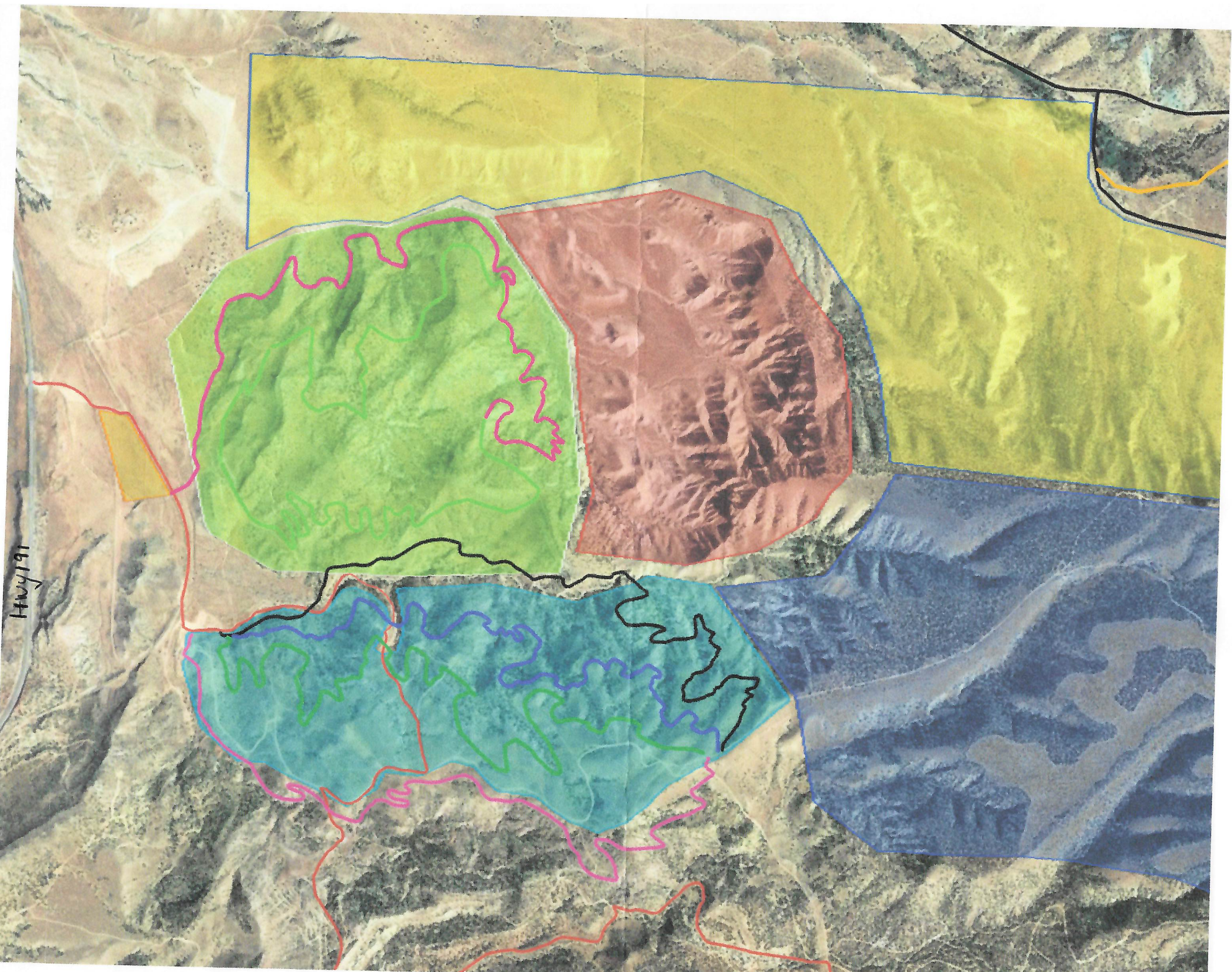
The initial draft for this project includes two phases.

Phase one- Zone 1 and 2 with Trailhead parking rough estimate for 15 to 20 miles \$330,00

Phase two- Zone 3 and 4 Potential for a connector trail to Manti LaSal South Mountain Trail and possible extended loop options. A rough estimate for 25 miles is \$500,000.

Grant funding sources such as the Outdoor Recreation Grant, Non-Motorized RTP Grant, and additional State and Federal Grants applications will be submitted to cover most of the costs.

Additionally, access to this trail will encourage visitors using San Juan County Lodging properties to stay longer, thus contributing more to TRT and Sales Tax Collections.



Hwy 191

**San Juan County- Bike, Run, and Hiking for residents of both Grand and San Juan County.  
Phase one will feature a beginner-friendly loop option in Zone 1 and Zone2 will feature downhill**

<b>Phase 1</b>	Miles	Cost Per Mile To Create	Total Estimate
Zone 1 and 2			
	15	\$20,000.00	\$300,000.00
Trailhead and Parking area		\$30,000.00	\$30,000.00
<b>Total</b>			<b>\$330,000.00</b>

<b>Phase 2</b>	<b>Potential exists for connector trails to Manti Lasal S</b>		
Zone 3 and 4	25	\$20,000.00	\$500,000.00

**San Juan /Grand ILA in place- partnering with Grand County Active Trails and Transportation to**  
 NICA has a Trail Designer that they would lend with no cost involved, must ensure that the trails meet  
 BLM will commit to the NEPA process and costs  
 John Knight will secure volunteers to help build the trails if needed  
 Grant funding sources will be located to support this effort- such as the Outdoor Recreation Grant, Nor  
 The trailhead is to be established at one main entrance on the eastern side of highway that leads to a s  
 Kiosks with wayfinding and educational signage are tailored to different user groups.  
 UDOT Turning Lane from 191 will need to be determined  
 Environmental impact will be offset with trash removal and other restoration projects to be determined  
 BLM input about bathroom inclusion to be addressed.  
 Determine the camping designations- Mixed use, dispersed, or potential campground development

**Events**

National Interscholastic Cycling Association also known as NICA

**I MTB flow trails currently unavailable in the region.**

**South Mountain Trails and for extended loop options.**

**o coordinate this project. Approval needed from GC Commission and SJC Commissioners**  
all recreational objectives for the system and anticipated users.

Motorized RTP Grant, and the trail head is eligible for a Motorized RTP grant.  
shared trailhead and parking area.

Examples from Grand County's annual maintenance once the trails are completed

Klonzo- Flood event summer 2021	2021	\$8,800.00
Bar M- Yearly Totals	2019	\$2,500.00
	2020	\$7,200.00
	2021	\$9,600.00
Total		\$19,300.00
Average		\$6,433.00

**Design.**

A professional mountain bike trail designer is a must. Poorly designed trails are the number one cause of increased annual maintenance. A professional mountain bike trail designer will understand rider speed, sight lines, and flow along the

Well designed trails = greater user enjoyment = more local involvement in that trail = potential for higher  
The type of crew used for initial construction matters.

higher annual maintenance cost as the trails will not be as well built as a pro specialized crew. Even when led by a professional, trails that are largely volunteer built can have flaws that add to annual maintenance.

However, local volunteers, where appropriate, are good to use in construction as it gives users a sense of pride and ownership knowing they helped shape the trail. Locals will be more likely to come back to volunteer on maintenance days if they helped build that trail.

Probuilt by a crew that specializes in mountain bike trails either by machine or hand and with a proven track record (any company can say they build MTB trails) will require much less maintenance over the first few years. A larger investment up front will give you an easier first few years and give you more time to build up maintenance funds.

**Annual weather events add up!**

The better the quality of design and construction in the beginning, the less impact each storm will have.

**Use**

Of course the more users you pack in, the more impacts you will have.

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volume of volunteer efforts for maintenance.



State of Utah

SPENCER J. COX  
Governor

DEIDRE HENDERSON  
Lieutenant Governor

Department of  
Environmental Quality

Kimberly D. Shelley  
Executive Director

DIVISION OF DRINKING WATER  
Tim Davis  
Director

Drinking Water Board  
Kristi Bell, Chair  
Eric Franson, P.E., Vice-Chair  
Dawn Ramsey  
Jeff Coombs  
David O. Pitcher  
Blake Tullis, Ph.D.  
Kimberly D. Shelley  
Tim Davis  
Executive Secretary

July 20, 2022

Mack McDonald  
Chief Administrative  
Officer San Juan County  
117 South Main Street  
Monticello, Utah 84535

[mmcdonald@sanjuancounty.org](mailto:mmcdonald@sanjuancounty.org)

Subject: **Planning Grant Agreement**; San Juan County, System #19000, SRF #3F1871P

Dear Mack McDonald:

On June 7, 2022, the Assistant Executive Secretary to the Drinking Water Board authorized a planning grant of \$60,000 to San Juan County to complete a feasibility study to create a new system.

Please review the enclosed Principal Forgiveness Agreement between San Juan County and the Drinking Water Board.

If you have any changes that you would like to see in the document, please notify us. If not, please fill in any blanks such as dates, and sign in the spaces so indicated. Please return a scanned copy to Elisa Brawley at [ebrawley@utah.gov](mailto:ebrawley@utah.gov). Please include a project description and scope of work as part of the principal forgiveness agreement.

If you have any questions, please contact me or Elisa Brawley at (801) 536-4200.

Sincerely,

Michael J. Grange, P.E.  
Assistant Executive Secretary

MJG/eb/lp

Enclosure

cc: Lyman Duncan, Treasurer/Recorder, [lduncan@sanjuancounty.org](mailto:lduncan@sanjuancounty.org)  
Brian Deeter, JUB Engineers, Inc., [brd@jub.com](mailto:brd@jub.com)  
Elisa Brawley, Division of Drinking Water,  
[ebrawley@utah.gov](mailto:ebrawley@utah.gov) Paul Wright, DEQ District Engineer  
DDW Finance

Contract #	
SRF #	<u>3F1871P</u>
Amount:	<u>\$60,000.00</u>
Applicant:	<u>San Juan County</u>
Tax ID #	<u>87-6000305</u>

PRINCIPAL FORGIVENESS AGREEMENT  
DRINKING WATER BOARD STATE REVOLVING FUND

STATE OF UTAH

Department of Environmental Quality

This principal forgiveness agreement is entered into by and between the State of Utah, Department of Environmental Quality, Drinking Water Board (hereinafter the "BOARD") and

San Juan County

an applicant for principal forgiveness under the Drinking Water Board provisions contained in R309-705-4(2) of the Utah Administrative Code as authorized by Title 19, Chapter 1, Section 201(2)(k), Utah Code Annotated 1953 (hereinafter the "APPLICANT"). Pursuant to the provisions of the Statute, and the powers and functions of the Drinking Water Board, the BOARD hereby finds and determines, based upon the formal application of the APPLICANT, the evidence provided by the APPLICANT to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the APPLICANT, the following, that:

1. The APPLICANT is eligible for financial assistance pursuant to the safe Drinking Water Act Section 1452 42 USCA 300j et seq.
2. The BOARD has determined that principal forgiveness is necessary to determine the economical feasibility of the proposed Project as described hereafter as Exhibit-1.
3. The APPLICANT has been authorized by the BOARD pursuant to Section R309-705-4(2) of the Utah Administrative Code and as authorized by Title 19-1-201 to receive principal forgiveness.

Based upon these findings, the BOARD is authorized and empowered to, and does hereby, enter into the following agreement with the APPLICANT.



## GENERAL PROVISIONS

1. The BOARD shall provide the APPLICANT the amount of \$60,000.00 (PRINCIPAL FORGIVENESS AMOUNT) for the completion of the Project as described in Exhibit-1, Work Description and Cost Breakdown.
2. The APPLICANT shall complete the Project described in Exhibit-1, Work Description and Cost Breakdown. If work on the Project is not completed by \_\_\_\_\_, this principal forgiveness may be canceled by written notice from the BOARD to the APPLICANT. No work completed after receipt of the notice shall be reimbursable.
3. The APPLICANT shall notify the BOARD in writing of any proposed modifications to the Project which alters Exhibit-1, Work Description and Cost Breakdown. If such notification is not received, the cost of the proposed modification will be disallowed.
4. The PRINCIPAL FORGIVENESS AMOUNT shall be deposited with other funds necessary to complete the Project into a supervised escrow account at the time this principal forgiveness agreement is executed. All disbursements from the escrow account must be reviewed and approved in advance by the APPLICANT and the BOARD. Upon completion of the Project unused principal forgiveness funds which remain in the escrow account must be returned to the BOARD. Funds returned as surplus to the BOARD shall be applied as a reduction of the PRINCIPAL FORGIVENESS AMOUNT.
5. The APPLICANT shall comply with all laws which normally govern its affairs in regard to contracts, fiscal procedures and procurement procedures.
6. The APPLICANT shall indemnify and hold harmless the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, the BOARD and their officers, agents and employees from and against any and all loss, damage, injury, liability, and claims, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this principal forgiveness agreement by the APPLICANT, or the operations of the Project and the culinary water system for which this Project is a part including attorneys fees and costs in the investigation or defense of any claim, whether or not the claim has merit.
7. The APPLICANT shall be an independent contractor, and, as such, shall have no authorization, express or implied, to bind the State of Utah, the Department of Environmental Quality, the Division of Drinking Water, or the Drinking Water Board to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

8. APPLICANT expenditures under this principal forgiveness agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the agreement, or that are inadequately documented, and for which payment has been made to the APPLICANT will be immediately refunded to the BOARD by the APPLICANT upon written demand of the BOARD. The APPLICANT further agrees that the BOARD shall have the right to withhold any or all subsequent payments under this or other contracts to APPLICANT until recoupment of overpayment is made.
9. This principal forgiveness agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by the APPLICANT, not specifically authorized by this agreement will be allowed by the BOARD.
10. If it is determined that in any manner the principal forgiveness agreement was improperly made or entered into, or if the monies are or were used improperly or contrary to the terms of this agreement, the APPLICANT shall pay to the BOARD the amount of all monies and benefits received by the APPLICANT from the BOARD.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 19-1-201, Utah Code Annotated, 1953, as amended, the parties hereto mutually agree to perform this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This contract will take effect upon approval as evidenced by the appropriate signatures.

**APPLICANT**

**STATE**

San Juan County  
117 South Main Street  
Monticello, Utah 84535

APPROVED - DRINKING WATER BOARD

By: \_\_\_\_\_  
Mack McDonald  
Chief Administrative Officer

By: \_\_\_\_\_  
Michael J. Grange, P.E.  
Assistant Executive Secretary

APPROVED - DIVISION OF FINANCE

By: \_\_\_\_\_  
Lyman Duncan  
Treasurer/Recorder

By: \_\_\_\_\_  
Sheri Witucki

APPROVED - AVAILABILITY OF FUNDS

By: \_\_\_\_\_  
Division of Finance

JURAT

STATE OF UTAH )  
 :ss  
COUNTY OF: SAN JUAN )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Mack McDonald and Lyman Duncan being by me duly sworn did say they are the duly elected Chief Administrative Officer and Treasurer respectfully, of San Juan County, a political subdivision of the State of Utah, and that the foregoing instrument was signed in behalf of said political subdivision by authority of a motion of its governing body passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said persons acknowledged to me that said political subdivision executed the same.

Notary Public, residing at

My Commission Expires:

Exhibit No. 1

## WORK DESCRIPTION &amp; COST BREAKDOWN

San Juan County

**PRINCIPAL FORGIVENESS**PROJECT DESCRIPTION

San Juan County has requested and been approved for principal forgiveness from the Drinking Water Board. This principal forgiveness is for a feasibility study to create a new system.

To fund this study, the Board authorized a planning loan with 100% principal forgiveness of \$60,000 to San Juan County.

SCOPE OF WORK

(Obtain and insert a copy of the Scope of Work to be approved prior to the release of funds)



## COMMISSION STAFF REPORT

**MEETING DATE:** August 2, 2022

**ITEM TITLE, PRESENTER:** Consideration and Approval of the Contract Agreement with Blomquist Hale Solutions for High Engagement Mental Health Solutions, Mack McDonald, Chief Administrative Officer

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

### SUMMARY

This last legislative session they passed House Bill 23 First Responder Mental Health Services Amendments which included a requirement for all first responder agencies, to provide mental health resources for employees, spouses, children, and retirees of which Bill went into effect July 1<sup>st</sup> of this year. First responders are defined in that Bill as law enforcement, emergency medical technicians, paramedics, firefighters, dispatchers, correctional officers, search and rescue, and wildland firefighters. It also includes surviving spouses of first responders whose death is classified as a line-of-duty death and those first responders who have retired from the Agency.

### HISTORY/PAST ACTION

Last year the County entered into a 3-year agreement with Providence Corporation for \$6,822.90 a year for a Mental Health Platform which included comprehensive mental health solutions for individuals and families within the Sheriff's office. This includes two assessments annually unless classified as a high-risk employee then they are quarterly assessments. The initial year was paid for by Cares Act Funding.

### FISCAL IMPACT

Blomquist Hale costs 4.36 Per Employee and \$140 per first responder wellness visit. Total cost for all County employees minus the wellness visit is \$10,150 a year which includes the Sheriff's Office. For the first three years, we will reduce our employee count by those already participating in the Providence program but include all others required in House Bill 23. There was a fiscal note and \$5,000,000 appropriated to the State for First Responder Agencies to apply for funding to cover the costs of the Mental Health Services.

## Mental Health Solutions Service Agreement



## Agreement for **Blomquist Hale Consulting Group** to Provide Mental Health Solutions For San Juan County

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### I. INTRODUCTION

This agreement is for Blomquist Hale Consulting Group, a Utah Corporation, dba Blomquist Hale Solutions, 4500 S. 860 E. Suite 202 Salt Lake City 84107 (herein after referred to as "BHS") to provide Mental Health Solutions to San Juan County.

### II. CONSULTATION, WELLNESS & COUNSELING SERVICES FOR EMPLOYEES AND THEIR FAMILIES

A. With the assistance of a licensed professional counselor, the employee and/or family member(s) determine the nature of a personal concern or problem and decide upon an effective course of action.

B. Responsibilities of BHS:

1. Basic Commitment: The commitment of BHS is to meet the needs of those requesting services to the extent necessary to gain positive appreciation by the employees of this service as a benefit and to facilitate a return to satisfactory job performance when performance has been affected by personal concerns.

When short-term individual, marital or family counseling is appropriate, that counseling will be provided as a part of this contract using a brief therapy model. In cases that require long-term care, assessment, referral and coordination of treatment services are provided through this contract.

A professional commitment and loyalty is extended by BHS to all employees and family members. Employees and family members, rather than the employer as an organization, are considered the primary clients of this contract.

BHS will do what is necessary in each situation to:

- a. *Work with the client(s) to develop an accurate and mutual perception of the problem.*
  - b. *Work with the client(s) to enhance an accurate perception of their situation and affirm positive actions to resolve the problem.*
  - c. *When a client is referred, BHS will follow up to make sure that a satisfactory connection has been made and the client is receiving help.*
2. Timing of Appointments and Emergency Coverage:  
An appointment within a reasonable time will be offered to all initial interview requests. More prompt action will be taken when the client's concerns are of a crisis nature.  
  
BHS will offer services to people in a crisis situation immediately. BHS crisis service is available 24 hours-a-day, 7 days-a-week for emergencies.
  3. Locations:  
Clients will access BHS by calling our local or toll-free number. Assistance will be provided in a reasonable and convenient location for the client. In addition, BHS provides face-to-face video therapy.
  4. Staffing:  
With the approval of San Juan County, BHS will assign to this contract one specific staff person who will serve as the Business Consultant. Any changes in that assignment will be made with San Juan County approval.
  5. Benefits Cost Control:  
BHS will be cost conscious in the use of any referred resources beyond the Mental Health Solutions Program.
  6. Eligibility:  
Services provided by BHS shall be provided to benefit-eligible San Juan County employees and their eligible dependents.



## Agreement for **Blomquist Hale Consulting Group** to Provide Mental Health Solutions For San Juan County

7. Voluntary and Confidential:  
Participation by San Juan County employees is voluntary. Those employees who are encouraged to seek BHS assistance and refuse will not be penalized by San Juan County for their refusal. However, the employee, if applicable, is still subject to San Juan County standard performance and disciplinary procedures based on the employee's performance only. BHS will not enforce or have recourse with such employees.

### III. SERVICES TO THE EMPLOYER AND PROGRAM RESPONSIBILITIES

#### A. Promoting the Program and Orientation as to How to Use BHS:

1. Orientation for Employees:  
Departmental meetings explaining the program allows the employee to hear about BHS, ask questions, and feel more comfortable utilizing the service. Orientation sessions for employees promote more self-referrals which produces greater penetration and higher level of prevention. BHS will provide wallet cards for the employee and family members. BHS will schedule training to introduce the program and be available for answering questions. Every San Juan County employee should have orientation on an annual basis to remind them of when and how to utilize BHS.
2. Posters and Written Announcement:  
Posters depicting the BHS program help promote utilization. With approval, posters depicting the Mental Health Solutions program will be placed in strategic locations at San Juan County work sites. A written announcement to the home informs families of the BHS program available to them; such letters, signed by the employer give credibility to the program.
3. Groups, Classes & Education  
BHS provides webinars in various topics, as well as group classes to help employees gain insight and support. Webinars and the upcoming group classes can be found at Blomquisthale.com. In addition, BHS provides a quarterly newsletter that is sent out via email.
4. Prevention Seminars:  
BHS will conduct up to 4 hours of education annually, on subjects of interest to San Juan County employees and supervisors. BHS will provide copy materials and handouts. Room accommodations and promotion of the seminars will be the responsibility of San Juan County. Seminars for employees and families help promote problem prevention and are a promotional measure for gaining visibility of BHS services. These may be done during or after work hours.
5. Supervisor Training:  
BHS will hold annual, onsite Supervisor Trainings. These trainings are designed to help the organization's leadership become more familiar with the Mental Health Solutions and how it can be a resource to help them improve their skills as leaders, recognize signs of and how to help a troubled employee, and overall assist the supervisors in carrying out their role as best as possible.

#### B. Consultation and Crisis Services:

The organization and its managers may contact BHS to confer regarding any issue they are dealing with. BHS will be available to assist in any organizational crisis. BHS will consult to make sure the best treatment and resources are available that BHS can provide.

#### C. Program Administration:

1. Program Coordinator:  
A coordinator will be appointed by San Juan County to act as a liaison with BHS.
2. San Juan County will provide BHS the following:
  - a. *An initial number reflecting eligible employees for services at time of program implementation.*
  - b. *A monthly number reflecting the employees eligible for services.*

## Agreement for **Blomquist Hale Consulting Group** to Provide Mental Health Solutions For San Juan County

### IV. TERM, CANCELLATION, INDEMNITY

A. Term of this Agreement:

The initial term of this agreement shall be for twelve (12) months commencing on August 1, 2022 and concluding on July 31, 2023. It shall be automatically renewed at the end of each twelve (12) month period thereafter with a 6.5% auto escalator unless either party gives a thirty (30) day written notice of its intention to terminate this agreement. This agreement may be canceled at any-time during its original 12-month term or any twelve (12) month renewal period thereafter by either party giving the other party ninety (90) days written notice of such cancellation.

B. Indemnity:

BHS agrees that it will hold San Juan County and its employees harmless from any claims, suits or damages resulting from or caused by any act or omission of BHS, its staff, agents, contractors, or employees in the performance of the services provided by this contract.

### V. PAYMENT

Payment for each service month will be made in advance and will be due monthly no later than seven (7) working days following receipt of the bill for that service month. Each payment for BHS services will be \$4.36 per employee per month and \$140.00 per First Responder Wellness Visit. A service charge of 1.75% will be added to all statements not paid in full by the last business day of the current month, service charges are to be paid with the next remittance.

A. Items Excluded:

1. Referred to Resources

Services provided by resources to which employees and family members are referred through this contract are not paid for by BHS.

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### **BLOMQUIST HALE CONSULTING GROUP**

Signature:

Date 7/11/2022

Printed Name: Cameron McBride

Title: CEO

### **SAN JUAN COUNTY**

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

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

*\*This contract replaces any previously binding agreements or expectations that may have existed between San Juan County and BHS.*

**Board Of Equilization**  
**San Juan County Commission Mtg**  
**August 2, 2022**

Item 15.

**# 1 Windscape Development LLC**

**Computer error incorrectly changed all parcel values. Request to change all values back to the 2021**

Parcel Number	Incorrect Value	Corrected Value (what it should be)
00142000U013	\$1,000.00	\$10,000.00
00142000U014	\$1,000.00	\$10,000.00
00142000U013	\$1,000.00	\$10,000.00
00142000U012	\$1,000.00	\$10,000.00
00142000U011	\$1,000.00	\$10,000.00
00142000U010	\$1,000.00	\$10,000.00
00141000U009	\$1,000.00	\$10,000.00
00142000U008	\$1,000.00	\$10,000.00
00142000U007	\$1,000.00	\$10,000.00
00142000U006	\$1,000.00	\$10,000.00
00142000U005	\$1,000.00	\$10,000.00

00142000U001	\$1,500.00	\$15,000.00
00142000U002	\$1,500.00	\$15,000.00
00142000U003	\$1,500.00	\$15,000.00
00142000U004	\$1,500.00	\$15,000.00
00142000U015	\$1,500.00	\$15,000.00

001420000140	\$2,500.00	\$65,000.00
001420000130	\$2,500.00	\$65,000.00
001420000120	\$2,500.00	\$65,000.00
001420000110	\$2,600.00	\$65,000.00
001420000000	\$2,000.00	\$65,000.00

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001420000030	\$2,700.00	\$85,000.00
001420000020	\$2,700.00	\$85,000.00
001420000040	\$3,300.00	\$95,000.00
001420000050	\$3,000.00	\$95,000.00
001420000090	\$3,300.00	\$95,000.00
001420000080	\$3,500.00	\$95,000.00

001420000070	\$4,800.00	\$110,000.00
001420000060	\$4,800.00	\$110,000.00

**#2 Utah Navajo Health System**

**All parcels have been changed to exempt status, based upon exemption application**

Parcel number	current value	exempt value
B000056001C	\$218,453.00	\$0.00
B36220341244	\$416,825.00	\$0.00
A0000014003C	\$168,854.00	\$0.00
40S24E328402	\$3,002,357.00	\$0.00

**#3 Navajo Tribe**

**West Water Subdivision, computer error incorrectly changed parcel value, change values back to 2021**

Parcel number	incorrect valu	correct value
001130000000	\$77,000.00	\$174,000.00
	\$214,500.00	\$80,630.00

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**#3 Robert Morris Foundation of Monticello**

Change value of home to exempt, home is now the girl's dormatory

Parcel number	current value	exempt value
33S23E341205	\$10,125.00	\$0.00

**#4 Ron & Lee Ann Neilson**

First parcel change of value needed, due to it being the owners back yard.

Second parcel change value because of location

Parcel number	current value	corrected value
33S23E256003	\$25,000.00	\$500.00
33S23E256010	\$25,000.00	\$3,000.00

**#5 Lawence W. Burkhart**

Change in value needed because parcel is landlocked.

Parcel Number	Current value	corrected value
000100020010	\$25,000.00	\$2,500.00

**#6 Daniel Perry**

Change vacant land to greenbelt and one acre to a residential lot.

Parcel number	current value	corrected value
32S23E251202	\$49,518.00	\$193.00
	\$0.00	\$25,000.00

**#8 Lyman Duncan**

Change parcel from vacant land to a residential lot, home on parcel.

Parcel number	current value	primary residential value
A33230362406	\$29,400.00	\$16,170.00

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**#9 Suzanne A. Halliday**

Change parcel from primary residential to secondary residential.

Parcel number	current value	corrected value
31S23E281200	no change	no change

**#10 Waynard Schimidt**

Assessor mistake, there was no home on the parcel as of January 1, 2022, remove residential value.

Parcel number	incorrect value	corrected value
001490000140	\$417,435.00	\$0.00

**#11 Aaron Thompson**

Assessor mistake, there was no home on the parcel as of January 1, 2022, remove residential value.

Parcel number	current value	corrected value
001490000130	\$417,435.00	\$0.00

**#12 Jeffery Krantz**

Assessor mistake, there was no home on the parcel as of January 1, 2022. remove residential value.

Parcel number	current value	corrected value
001490000120	\$417,435.00	\$0.00

**#13 Kevin Black**

Parcel too small to build upon per county building code, reduced to 2021 value

Parcel number	current value	corrected value
34S23E298403	\$25,000.00	\$5,100.00

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**#14 Brett Hosler**

Remove mobile home from tax roll, it is already taxed as personal property

Parcel number	current value	corrected value
B0000040001B	\$3,375.00	\$0.00

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**#15 Brett Hosler**

Change value of these two parcel due to location.

Parcel number	current value	corrected value
B00240000060	\$42,500.00	\$5,000.00
B00240000070	\$42,500.00	\$5,000.00

**#16 Randee Bayles and Lillian Bayles**

Business was sold five years ago.

Remove agricultural improvment value, change shop value to 2021s, change land to vacant land

Parcel number	current value	correct value
36S22E146000	\$1,843.00	\$0.00
	\$50,256.00	\$35,075.00
	\$39,204.00	\$10,000.00
	\$78,408.00	\$32,000.00

**#17 Jens House LLC**

Change status of parcels from short term rentals to long term rentals.This gives the parcels the

Parcel number	current values	residential deduction
C00000120020	\$205,022.00	\$112,762.00
	\$299,899.00	\$164,944.00
	\$35,000.00	\$19,250.00

**#18 Liu Zhiheng**

Change short term rental to long term rental, apply primary residential deduction.

Parcel number	current value	residential deduction
36S22E236014	\$199,937.00	\$109,965.00
	\$25,000.00	\$13,750.00

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**#19 Karl Witteman and Christine Witteman**

Change improved residential lot value to \$25,000.00

Parcel number	current value	corrected value
35S25E112400	\$8,000.00	\$25,000.00

**#20 Greg Burns**

Change parcel to primary residential to 2021 values.

Parcel number	current value	primary residential value
A33240306012	\$245,988.00	\$46,073.00

**#21 David A. Churchill**

Change value on residential lot affected by Pack Creek Fire 2021

Parcel number	current value	corrected value
27S23E234200	\$215,000.00	\$85,000.00

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**#22 David A. Churchill**

**Change parcel to primary residential and lot value to 2021 value affected by the Pack Creek Fire**

Parcel number	current value	corrected values with primary residential deduction
27S23E234201	\$365,063.00	\$200,784.00
	\$215,000.00	\$46,750.00

**#23 Cartwright Cabin LLC**

**Change lot value to 2021s, lot affected by the Pack Creek Fire**

Parcel number	current value	corrected value
000020000040	\$215,000.00	\$49,000.00

**# 24 Ray Kennie**

**Change land values back to 2021s, affected by the Pack Creek Fire**

Parcel number	current value	corrected value
000020000050	\$215,000.00	\$49,000.00
	\$32,340.00	\$70,000.00

**#25 Kerry Kelly**

**Change land values back to 2021s, parcel affected by the Pack Creek Fire**

Parcel number	current value	corrected value
000310000010	\$215,000.00	\$105,000.00

**#26 Jeffrey Nichols**

**Change parcel to secondary residential, and land values back to 2021s , affected by the Pack Creek**

Parcel number	current value	corrected value
000370000010	\$215,000.00	\$87,500.00
	\$5,500.00	\$17,500.00

**#27 Randall Barbe**

**Change land values back to 2021s, affected by the Pack Creek Fire**

Parcel number	current value	corrected value
27S23E221800	\$215,000.00	\$125,000.00

**#28 Jeremy White**

**Change values on parcel, home was destroyed in the Pack Creek Fire,change land values to 2021**

Parcel number	current value	corrected value
27S23E233600	\$372,280.00	\$59,500.00

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**#29 Jeff Mattson**

**Change land values back to 2021s, affected by the Pack Creek Fire**

Parcel number	current values	corrected values
690000070	\$215,000.00	\$84,000.00
	\$55,000.00	\$35,000.00
	\$151,580.00	\$48,230.00

**#30 Sidney Glick**

**Change parcel value back to 2021s, affected by the Pack Creek Fire**

Parcel number	current value	corrected value
000690000020	\$216,320.00	\$80,900.00

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San Juan County Commission Mtg  
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**#31 Sidney Glick**

**Change land values back to 2021s, affected by the Pack Creek Fire**

Parcel number	current value	corrected value
000690000010	\$215,880.00	\$80,625.00

**#32 Scott Brown**

**Change land values back to 2021s, affected by the Pack Creek Fire**

Parcel number	current value	corrected value
20000030	\$215,000.00	\$49,000.00
	\$88,000.00	\$105,000.00

**#33 Pamela Vincent**

**Change land values back to 2021s, affected by the Pack Creek Fire**

Parcel number	current value	corrected value
000020000020	\$215,000.00	\$49,000.00
	\$88,110.00	\$105,000.00

**#34 Crosby Taylor Field -Trustee**

**Change land values back to 2021s, affected by the Pack Creek Fire**

Parcel number	current value	corrected value
000310000060	\$220,500.00	\$105,000.00

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**#35 Carrie Ann Smith**

**Change land value to 2021s, affected by the Pack Creek Fire**

Parcel number	current value	corrected value
000690000030	\$215,000.00	\$84,000.00

**#36 Jim Turro**

**Change land values back to 2021s, affected by the pack Creek Fire**

parcel number	current value	corrected value
000020000060	\$215,000.00	\$49,000.00
	\$32,120.00	\$70,000.00

**SAN JUAN COUNTY UTAH  
RESOLUTION NO 2022- \_\_\_\_**

Item 17.

**A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS EXPRESSING OUR CONTINUED RECOGNITION AND APPRECIATION FOR OUR PUBLIC HEALTH EMPLOYEES AND THEIR EFFORTS THROUGHOUT THIS PANDEMIC**

**WHEREAS**, since the year 2020, San Juan County has experienced the effects of COVID-19 and has been responding to the needs of our Public throughout the County, State and traveling tourists; and

**WHEREAS**, during this pandemic our Public Health Department experienced a change in it's Public Health Officer; and

**WHEREAS**, employees within the Public Health Department stepped up and faced the challenges caused by a never before experienced pandemic, they came up with solutions with how to administer vaccinations to the mass public, how to track those vaccinations, how to respond to the overall public needs and how to make sure our citizens were informed and safe; and

**WHEREAS**, during this time, we witnessed great leadership from our employees who reached out to perform duties and services that were beyond their typical daily workloads; and

**WHEREAS**, these employees have tirelessly met the needs of responding to this pandemic in addition to continuing to provide all public health services on a daily basis; and

**WHEREAS**, in total, our Public Health Department employees have gone above and beyond taking on temporary roles and additional assignments, the leadership team has been responsive, solution oriented and stepped up to meet expectations placed on them by the public and other government agencies and they have done it with success;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of San Juan County Commissioners publicly recognize and express our appreciation to our Public Health Department employees and Division Directors, Supervisors, and volunteers for their tireless service to our County and State, for their valiant efforts to serve our public and for rising to meet the needs presented to us during this pandemic. We thank you for stepping outside of your typical daily tasks, changing job assignments and giving it your all.

**PASSED, ADOPTED, AND APPROVED** by the Board of San Juan County Commissioners this 2<sup>nd</sup> day of August 2022, by the following vote:

Those voting aye:

Those voting nay:

**BOARD OF SAN JUAN COUNTY COMMISSIONERS**

\_\_\_\_\_  
Willie Grayeyes, Chair

**ATTEST:**

\_\_\_\_\_  
Lyman Duncan, Clerk/Auditor

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