



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
June 18, 2024 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meeting <https://us02web.zoom.us/j/87155847636> Meeting ID: 871 5584 7636 One tap mobile +12532158782,,87155847636# US (Tacoma)

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 for June 4, 2024 Commission Meeting Minutes
2. Approval of \$11,068.00 in Purchases: \$5,468.00 for San Juan County Sheriff's Office Conex Storage Container, and \$5,600 in a Purchase for Lifeloop iN2L Online Programing for San Juan County Aging Services

BUSINESS/ACTION

3. Consideration and Approval for EIS Scoping, Proposed Modification Lisbon Valley Mining Company Mine Plan of Operations. Nick Sandberg, Public Lands Coordinator

- [4.](#) Consideration and Approval of County Economic Development Board Member Terms. Elaine Gizler, San Juan County Economic Development and Visitor Services Director
- [5.](#) Consideration and Approval for San Juan County's Participation in the Utah Office of Tourism Co-op Marketing Grant Application for \$250,000. Allison Yamamoto-Sparks, Economic Development & Visitor Services Assistant Marketing Director
- [6.](#) Consideration and Approval of the Interlocal Agreement for E-Cigarette, Tobacco & Other Drug Prevention between San Juan County and Drug-Free Utah Educational Inc. Grant Sunada, Public Health Director
- [7.](#) Consideration and Approval of the Grant of Utility Easement Agreement between San Juan County Building Authority and Blanding City Municipal Corporation. Mack McDonald, Chief Administrative Officer
- [8.](#) Consideration and Approval for the Communication Site Lease Renewal between United States of America and San Juan County for the Upper Horse Flat Communications Site. Mack McDonald, Chief Administrative Officer
- [9.](#) Consideration and Approval for the Communication Site Lease Renewal between United States of America and San Juan County for the Cedar Mesa Communications Site. Mack McDonald, Chief Administrative Officer
- [10.](#) CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE GOVERNING BODY OF SAN JUAN COUNTY AUTHORIZING THE EXECUTION AND COUNTY ELECTION OF TIER II PUBLIC SAFETY EMPLOYEE RETIREMENT CONTRIBUTIONS FOR THE 2024-2025 STATE FISCAL YEAR. Mack McDonald, Chief Administrative Officer

COUNTY COMMUNITY REINVESTMENT AGENCY

- [11.](#) Consideration and Approval of a Community Reinvestment Services Agreement with the Utah Association of Counties and San Juan County's Community Reinvestment Agency for the Creation of a Renewable Energy Project Area and Associated Documents. Mack McDonald, Chief Administrative Officer

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
117 South Main Street, Monticello, Utah 84535. Commission Chambers
June 04, 2024 at 11:00 AM

MINUTES

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

Audio: <https://www.utah.gov/pmn/files/1131357.MP3>

Video: <https://www.youtube.com/watch?v=YIV3vewD9xA>

CALL TO ORDER

Time Stamp 0:00:00 (audio) & 0:04:10 (video)

Commission Vice Chair Stubbs called the meeting to order at 11:07 am

ROLL CALL

Time Stamp 0:00:10 (audio) & 0:04:20 (video)

PRESENT

Commission Vice Chair Silvia Stubbs
Commissioner Bruce Adams

STAFF

Mack McDonald, County Administrative Officer (CAO)
Lyman W. Duncan, Clerk/Auditor

INVOCATION

Time Stamp 0:00:25 (audio) & 0:04:35 (video)

Aaron Duke, resident from Blanding, offered the opening invocation.

PLEDGE OF ALLEGIANCE

Time Stamp 0:01:07 (audio) & 0:05:27 (video)

Commission Vice Chair Stubbs led the audience in the Pledge of Allegiance.

CONFLICT OF INTEREST DISCLOSURE**Time Stamp 0:01:33 (audio) & 0:05:53 (video)**

Commission Vice Chair Stubbs asked if there were any conflicts of interest between today's agenda and the commissioners. Both stated there were not any conflicts.

PUBLIC COMMENT

*Public comments will be accepted through Zoom Meeting <https://us02web.zoom.us/j/88279631170>
Meeting ID: 882 7963 1170 One tap mobile +13462487799,,88279631170# US (Houston)*

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

Time Stamp 0:01:45 (audio) & 0:06:05 (video)

Mack presented the Public Comment portion of the meeting. No one offered any comments.

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

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Time Stamp 0:02:05 (audio) & 0:06:25 (video)

Mack presented the Consent Agenda for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.

Voting Yea: Commissioner Adams, Commissioner Vice-Chair Stubbs

1. Approval for May 21, 2024, Commission Work Meeting Minutes.
2. Approval of May 21, 2024, Board of Commission Meeting Minutes.
3. Approval of \$8,122.00 in Purchases: \$4,000.00 for the Pharmacy Laboratory Freezer for San Juan Public Health and \$4,122.00 for Infectious Disease Epidemiology Online Course.
4. Approval of the April 14 to May 30th, 2024, Check Register.
5. Approval of the January 1, 2024, to March 31, 2024 Financial Statements.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**BUSINESS/ACTION**

6. Consideration and Approval of the Mine Proposed Modification, Section 106 Consulting Party Status. Nick Sandberg, Public Lands Coordinator

Time Stamp 0:04:50 (audio) & 0:09:10 (video)

Nick Sandberg, Public Lands Coordinator, presented the BLM Section 106 Status for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.

Voting Yea: Commissioner Adams, Commissioner Vice-Chair Stubbs

7. Consideration and Approval of the Draft Bears Ears Monument Plan Comments. Nick Sandberg, Public Lands Coordinator

Time Stamp 0:06:25 (audio) & 0:10:45 (video)

Nick Sandberg, Public Lands Coordinator, presented the draft plan for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.

Voting Yea: Commissioner Adams, Commissioner Vice-Chair Stubbs

8. Consideration and Approval of the Criminal and Juvenile Justice 2025 State Task Force Grant between Utah Commission and San Juan County Sheriff office. Mack McDonald, Chief Administrative Officer

Time Stamp 08:30 (audio) & 0:12:50 (video)

Jay Begay, Commander for the Drug Task Force, presented the grant for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.

Voting Yea: Commissioner Adams, Commissioner Vice-Chair Stubbs

9. Consideration and Approval of the Notice of Award for San Juan County Administration Building's Heating System Improvements to Redd Mechanical, Inc. Mack McDonald, Chief Administrative Officer

Time Stamp 0:11:40 (audio) & 0:16:00 (video)

Mack presented the Notice of Award for the Boiler project for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commissioner Vice-Chair Stubbs

10. Consideration and Approval for the San Juan Counseling Area Plan updates for year 2024-2025 in accordance with Utah Code Title 17 Chapter 43. Aarron Duke, San Juan Counseling

Time Stamp 0:21:05 (audio) & 0:25:25 (video)

Aaron Duke, Chief Operating Officer for San Juan Counseling, presented the updates for the area plan (the plan increases from one year to three years) for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commissioner Vice-Chair Stubbs

11. Consideration and Discussion Regarding the Northern San Juan County Fire District Annexation. Mack McDonald, Chief Administrative Officer

Time Stamp 0:24:10 (audio) & 0:28:30 (video)

Mack presented the annexation for the fire district for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.
Voting Yea: Commissioner Adams, Commissioner Vice-Chair Stubbs

COMMISSION REPORTS

Time Stamp 0:42:20 (audio) & 0:46:40 (video)

Commissioner Adams reported he is heading north (Duchesne) after today's meeting to attend a CIB meeting.

Commissioner Vice Chair Stubbs reported on the Seven County Meeting she attended, and one presentation item was about the "Wood for Life" program. The program can be of great benefit for the elderly and widows. She is also working on placing additional and newer computers into the Montezuma Creek library. She has met with others about seeking grants for a splash pad in Blanding. She is also concerned about our country and its civil discourse.

ADJOURNMENT

Time Stamp 0:54:50 (audio) & 0:59:10 (video)

Commission Vice Chair Stubbs asked for an adjournment:

Motion made by Commissioner Adams, Seconded by Commissioner Vice-Chair Stubbs.

Voting Yea: Commissioner Adams, Commissioner Vice-Chair Stubbs

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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
 117 So Main Street
 Monticello, UT 84535
 Ph: 435-587-3225



Purchase From
 Duracan Containers State Contracted
 sales@duracancontainers.com
 Phone: 385-560-5897
 Attention To :

Deliver To
 John Young
 297 S. Main
 Monticello, UT 84535
 Phone: 435-587-2237
 Attention To :

Purchase Order
 P. O. No#
 Date 6/4/2024
 Your Ref# Duracan-001
 Our Ref# 9328
 Credit Terms Check

Product ID	Description	Quantity	Unit Price	Amount
40HCSTRAL1015	40' Connex	1	\$4,300.00	\$4,300.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head: *John Young*

County Admin: *Mack McLeod*

Sub Total	\$4,300.00
Tax	Exempt
Freight	\$1,168.00
Invoice Total	\$5,468.00
Amount Paid	
Balance Due	\$5,468.00

Terms and Conditions:

Estimate



Date	Estimate No.
6/3/2024	9328

Bill To

San Juan County Sheriffs Office
 297 S Main St
 Monticello, UT 84535

Ship To

San Juan County Sheriffs Office
 297 S Main St
 Monticello, UT 84535

FOB	Terms	Rep	Project		
Destination	Net 30	MLH			
Item	Description	Qty	U/M	Rate	Total
40HCSTRAL1015...	40' High Cube New (Single Trip) RAL #1015 Conex Container with Forklift Pockets and Lockbox	1	ea	4,300.00	4,300.00
SHIPPINGHANDLI...	Shipping and Handling Charges	1		1,168.00	1,168.00

PHONE : (385)560-5897
WEB: WWW.DURACANCONTAINERS.COM
EMAIL: SALES@DURACANCONTAINERS.COM

Subtotal \$5,468.00
Sales Tax (7.25%) \$0.00
Total \$5,468.00

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



Purchase From
Lifeloop State Contracted
5889 Greenwood Plaza Blvd Ste 210
Greenwood Village, CO 80111
303-806-0797
Attention To : Joey Carney

Deliver To
Tammy Gallegos
117 S Main Street
Monticello, Utah 84535
435-587-3225
Attention To :

Purchase Order
P. O. No# 6132024SJCA
Date 6/13/2024
Your Ref#
Our Ref#
Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
iN2L Content In life lo	375 monthly 4,500 year	1	\$4,500.00	\$4,500.00
Onboarding	Onboarding cost	1	\$200.00	\$200.00
Training Cost	Training	1	\$200.00	\$200.00
One time payment		1	\$700.00	\$700.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head: Tammy Gallegos

County Admin: Mark M. Lora

Sub Total	\$5,600.00
Tax	Exempt
Freight	
Invoice Total	\$5,600.00
Amount Paid	
Balance Due	\$5,600.00

Terms and Conditions:



THIS IS NOT AN INVOICE

Order Summary: 18428
SW Only
Valid Until: Jul 1, 2024

This Master Services Agreement Order Summary ("Order Summary") is entered into between It's Never 2 Late, LLC, DBA LifeLoop, and LifeLoop, LLC (a wholly owned subsidiary of It's Never 2 Late, LLC, DBA LifeLoop) and the Purchaser listed below ("Purchaser") as of the Effective Date listed below ("Effective Date"). This Order Summary incorporates the terms set forth in the LifeLoop Master Services Agreement accessible at <https://lifeloop.com/msa> (the "Agreement"). By executing this Order Summary, Purchaser agrees to and accepts the terms and conditions set forth in the agreement. Any capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Agreement. To the extent that the terms of the Agreement are in conflict with the terms of this Order Summary, the terms and conditions of this Order Summary shall control. Any modifications, amendments, or terms and conditions specified on the Purchaser's purchase order form, or that are specified in any email from Customer or handwritten on this Order form are void and have no legal effect, even if such document is signed by both parties.

Account: Monticello Senior Center Bill To: 117 South Main Monticello, UT, 84535 USA	Presented By: Joey Carney Ship To: 117 South Main Monticello, UT, 84535 USA
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ALL PRICING LISTED IS IN USD.

SW Product	Price/Mo	Quantity	Total/Mo
IN2L Content in LifeLoop	\$ 375.00	1	\$ 375.00

SW Cost/Mo:	\$ 375.00
SW Discount/Premium/Mo:	\$ 0.00
Final SW Cost/Mo:	\$ 375.00

ORDER SUMMARY

Total Onboarding Cost:	\$ 200.00
Virtual Training Cost:	\$ 200.00
SW Cost/Yr:	\$ 4,500.00
One Time/Up Front Payment:	\$ 775.00

SPECIAL TERMS			
Contract Term (Mos):	36	++Payment Type:	ACH Direct Pull/Autopay (No Additional Fees Apply)
Contract Start Date: (If left blank, this is the date this Order Summary is signed.)	Jul 1, 2024	Contract End Date: (If blank, this is the date this Order Summary is signed + Contract Term (Mos).)	Jun 30, 2027
Subscription Billed:	Annually	Contract Auto Renews:	Yes
Payment Terms:	Net 30	Custom Invoicing Notes (if applicable):	
+Tax Exempt Status:			

+Applicable taxes will be added to your invoice(s). If Purchaser is tax exempt, a copy of the current tax exempt certificate needs to be provided ASAP by emailing a copy to: accounting@lifeloop.com



COMMISSION STAFF REPORT

MEETING DATE: June 18, 2024

ITEM TITLE, PRESENTER: EIS Scoping, Proposed Modification Lisbon Valley Mining Company Mine Plan of Operations, Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Sign and submit letter of scoping comments

SUMMARY

BLM has opened a 30 day public scoping period ending June 27, 2024, for Lisbon Valley Mining Company's Proposed Mine Plan Modifications EIS. The attached letter lists several items that should be included in the EIS.

HISTORY/PAST ACTION

San Juan County is and has been a supporter of the copper mining operation and environmentally responsible mining practices. The County is a Cooperating Agency in the current EIS process.

FISCAL IMPACT

None from planning efforts. Potential economic benefits to county from continued operation of the mine.



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Canyon Country District Office
Moab Field Office
82 East Dogwood
Moab, Utah 84532
(435) 259-2100



PUBLIC SCOPING LETTER

Lisbon Valley Mining Company

Copper Mine Plan of Operations Modification

Environmental Impact Statement

INTRODUCTION

The purpose of this letter is to notify you that the public scoping period under the *National Environmental Policy Act* (NEPA) for the Lisbon Valley Mining Company, Copper Mine Plan of Operations Modification Environmental Impact Statement (EIS) will begin Tuesday, May 28. The Bureau of Land Management (BLM) is the lead agency preparing the EIS and public involvement is an important part of this process. We ask for your input to help us determine the scope and issues to analyze in this EIS.

Please take the time to read the following information and let us know your concerns about the proposed action and the decisions to be made. We appreciate your contribution of time and effort and believe the information you share with us will lead to a better decision. Please submit your comments according to the procedures described at the end of this letter. The information will be used to help us prepare a draft EIS. The draft EIS itself will be subject to a separate public comment period.

The BLM will prepare the EIS to inform our decisions on the proposed Lisbon Valley Mining Company, Copper Mine Plan of Operations Modification (the Project) submitted by the Lisbon Valley Mining Company (LVMC). The Project would occur on BLM, State lands managed by the Trust Lands Administration (TLA), and private lands on unpatented mining claims and state of Utah mining leases. The Project is located in San Juan County, Utah, approximately 16 air miles southwest of La Sal, Utah (**Figure 1**). The EIS will evaluate the potential effects of the Project on natural resources and the human environment. Effects of the proposed action will be assessed along with that of the no action alternative. Other action alternatives to the proposed action may be considered.

LVMC currently operates the Lisbon Valley Copper Mine which was approved by the BLM in a 1997 Record of Decision (ROD). The Mine Plan boundary encompasses approximately 4,480 acres. Current operations include 1,146 acres of disturbance (BLM: 521 acres; State: 333 acres; Private: 292 acres). Current operations include open pit mining to extract copper-bearing ore. LVMC also conducts exploration activities within a 5,430-acre authorized boundary adjacent to the Mine Plan boundary under and Exploration Plan of Operations. Federal, state, and private lands also occur within the Exploration Plan boundary.

In April 2023, LVMC submitted a modification to their existing Mine Plan of Operations to expand the Project by approximately 5,430 acres into Exploration Plan boundary, which the BLM will analyze under NEPA. The proposed expansion activities would disturb an additional 2,391 acres (BLM: 1,388 acres; State: 412 acres; Private: 591 acres) through the installation of an open pit, waste dumps, access roads, well fields, power lines, pipeline corridors, heap leach facilities, and ancillary supporting facilities while implementing environmental protection measures and reclamation. LVMC would initiate additional copper recovery by adding an in-situ recovery (ISR) process which includes injection wells, pump-back wells and monitoring wells. All beneficiation

following the initial leaching and solution removed from the ISR would be performed in LVMC's existing solvent extraction and electrowinning (SX/EW) process facilities and buildings.

The BLM is the lead agency for the preparation of the EIS. The United States Environmental Protection Agency (EPA); the Utah Public Lands Policy Coordination Office; the TLA; the Utah Department of Environmental Quality, Division of Air Quality; the Utah Division of Oil, Gas, and Mining; Utah Division of Water Quality; and San Juan County will be cooperating agencies on the Project.

PURPOSE AND NEED

The BLM's purpose and need is to respond to LVMC's Mine Plan of Operations Modification to expand mining operations and associated infrastructure and to prevent unnecessary and undue degradation of the public lands consistent with the BLM's responsibilities under FLPMA, as amended, Surface Management regulations (43 CFR Subpart 3809), and Use and Occupancy regulations (43 CFR Subpart 3715).

PROPOSED ACTION

The proposed action is to modify the Mine Plan to expand open pit mining and beneficiation operations, and to initiate the extraction of copper through a method of in-situ recovery (ISR) mining (**Figure 2**). The proposed expansion activities would include improvement of existing mining facilities in the Mine Plan boundary and construction of new facilities, and associated access, power, and water in the Exploration Plan boundary. Under the proposed action there would be approximately 2,391 acres of total surface disturbance, including 1,388 acres of BLM-managed lands, 412 acres of State land, and 591 acres of private land. A total of approximately 2,058 acres proposed for disturbance would undergo reclamation within the first three years following completion of the proposed construction. The proposed long-term disturbance from implementation of the modification is approximately 334 acres, which would exist for the life of the mine, predicted by the LVMC to be 20 years, and through final reclamation and post-closure monitoring until 2066.

The Mine Plan Modification would include the following components:

- Open pit (72 acres)
- Backfill area (363 acres)
- ISR Wellfield (injection wells, pump-back wells, monitor wells) (188 acres)
- Waste rock storage (55 acres)
- Storm water diversion channels, sediment basins, and berms (85 acres)
- Heap leach pad (244 acres)
- Process ponds (24 acres)
- Solution pipelines (17 acres)
- Access roads (144 acres)
- Ancillary facilities (power supply; reagent, fuel, ready line; crushing area and related stockpiles; area for temporary storage of petroleum-contaminated soils; groundwater monitoring wells; water supply pipeline and facilities; and construction laydown yards) (185 acres).

The total proposed disturbance also includes improvements made to the existing mining and processing facilities and their associated roads in the Mine Plan boundary to accommodate the increase in copper production and personnel on site. Ongoing mining activity would continue in the existing Mine Plan boundary as LVMC constructs the proposed new facilities which are expected to be completed within three years.

The installation of ISR wellfields would occur in conjunction with open pit mining operations. ISR activities would include the construction of access roads and approximately 1,700 well pads for injection, production, and/or monitoring that would each be 50 feet by 50 feet in size and spaced approximately 125-200 feet apart. LVMC would install the first injection and production wells in a pilot test for the ISR in an existing pit area. The pilot test at the existing pit area would last approximately one year. At the end of the pilot test, the data derived

would be used to fine-tune the installation of the ISR wellfield that would be adjacent to the new open pit. ISR mining would occur for the life of the mine until final reclamation.

In accordance with 40 CFR 1502.14(e), the BLM will develop alternatives to the proposed action in response to resource concerns and public scoping input. Resource concerns likely to influence alternatives development include water and waste management (e.g., waste rock and tailings). One preliminary alternative identified at this stage is the proposed action without ISR mining. The BLM welcomes comments on all preliminary alternatives as well as suggestions for additional alternatives.

EIS SCHEDULE

The tentative schedule is to release a draft EIS for public comment in early 2025 and publish a final EIS in winter 2025, followed by the ROD. This schedule is subject to change.

PUBLIC MEETING

The BLM has arranged two public scoping meetings that you are invited to attend: one in person in Moab, Utah on **Wednesday, June 12, 2024, 6-8 pm MST** and a virtual meeting **Thursday, June 13, 2024, 6-7:30 pm MST**. The meeting in Moab, Utah will be held at the Moab Field Office at 82 East Dogwood Avenue. BLM and LVMC representatives will be in attendance to provide information about the project and EIS process and answer any questions you have.

You can register to attend the virtual meeting at:

https://zoom.us/webinar/register/WN_aF4NUR_IRxKWkODK1qmGvA, or you can go to zoom.us, click Join and enter Webinar ID: 969 6336 3294. BLM and LVMC representatives will provide a presentation about the Project and the EIS process and answer any questions you have.

HOW TO COMMENT

The BLM is seeking input and written comments from Federal, State, Tribal, and local agencies; as well as individuals and organizations who may be interested in, or affected by, the Project. To assist the agencies in identifying and considering issues and concerns related to the Project, comments should be as specific as possible. The most helpful comments are directly relevant to the proposal and Project area. Only those who provide comment or otherwise express interest in the proposed action either during scoping or other designated opportunity for public comment will be eligible as objectors (36 CFR 218.5).

Comments must be received or postmarked on or before June 27, 2024. Comments received outside established public involvement timeframes will not be rejected; however, these comments may be considered secondary to comments received in a timely manner and may only be assessed to determine if they identify concerns that would substantially alter the assumptions, proposal, design, or analysis presented in the EIS.

Written, hand-delivered, and electronic comments will be accepted. Please reference “Lisbon Valley Copper Mine Plan of Operations Modification EIS” on all correspondence and identify whether you are submitting comments as an individual or as the designated spokesperson on behalf of an organization. Issues determined to be outside the scope of the proposal will not be addressed in the EIS.

Comments can be submitted by one of the following methods:

- on the BLM Land Use Planning and NEPA Register website at <https://eplanning.blm.gov/eplanning-ui/project/2027164/510>;
- by mail sent to Bureau of Land Management Moab Field Office, Lisbon Valley Mine Plan Modification EIS, 82 E Dogwood, Moab, Utah 84532; or
- hand-delivered to the BLM Moab Field Office at the address below.

Please note *Attention: Lisbon Valley Copper Mine Plan of Operations Modification EIS* on all documents. More information, including scoping information, will be posted on the internet at <https://eplanning.blm.gov/eplanning-ui/project/2027164/510>

For further information contact:

Jill Stephenson, Project Lead
Bureau of Land Management
Moab Field Office
82 East Dogwood
Moab, Utah 84532
Phone: (435) 259-2100
Email: BLM_UT_MB_LVMC_EIS@blm.gov

Those who provide comments are advised that before including their address, phone number, e-mail address, or other personal identifying information, they should be aware that the entire comment, including personal identifying information, may be made publicly available at anytime. While those commenting can ask in their comments to have their personal identifying information withheld from public review, the BLM cannot guarantee that they will be able to do so.

Sincerely,

DAVID PALS

Digitally signed by DAVID PALS
Date: 2024.05.23 15:51:53
-06'00'

Dave Pals
Field Manager
BLM Moab Field Office

Enclosures: Figure 1—Project Location
 Figure 2—Proposed Action

Figure No.

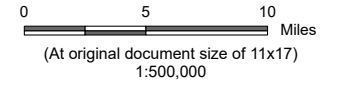
1
















Title

Lisbon Valley Mining Company (LVMC) Copper Mine Plan of Operations Modification - Proposed Action

Project Location

San Juan Co., Utah



-  LLV Plan Boundary
-  LVMC Active Project Boundary
-  City/Town of Interest
- Road or Highway**
 -  U.S. or State Highway
 -  State Boundary
 -  County Boundary
- Jurisdiction (SMA)**
 -  Bureau of Land Management
 -  Bureau of Reclamation
 -  Department of Energy
 -  Forest Service
 -  Local
 -  National Park Service
 -  Private
 -  State
 -  Other Federal Agencies



- Notes**
1. Coordinate System: NAD 1983 UTM Zone 12N
 2. Data Sources: Lisbon Valley Mining Co., BLM, Esri, US Census
 3. Background: Esri World Topographic Map; Esri World Terrain

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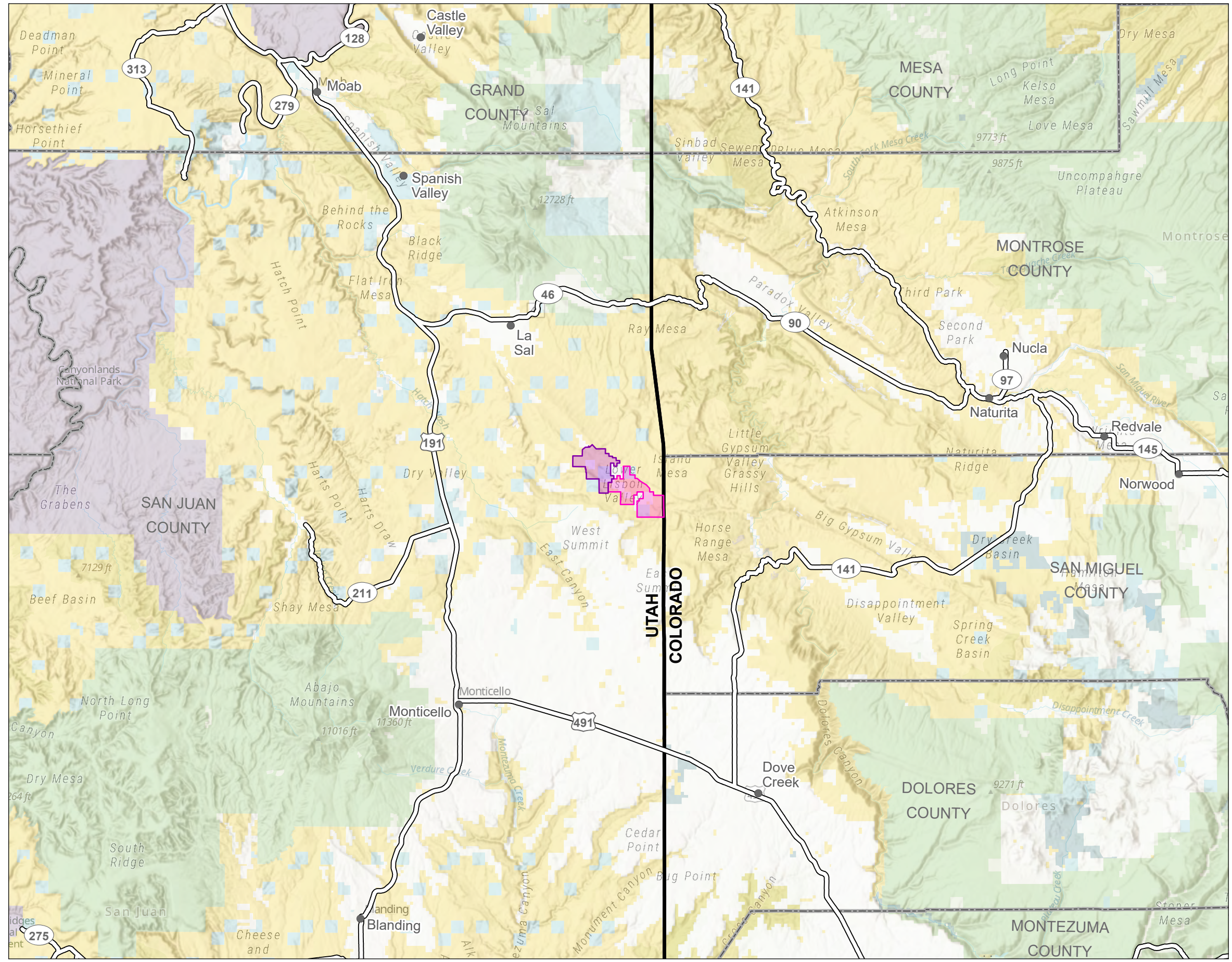
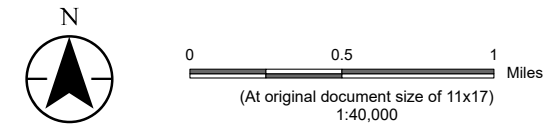
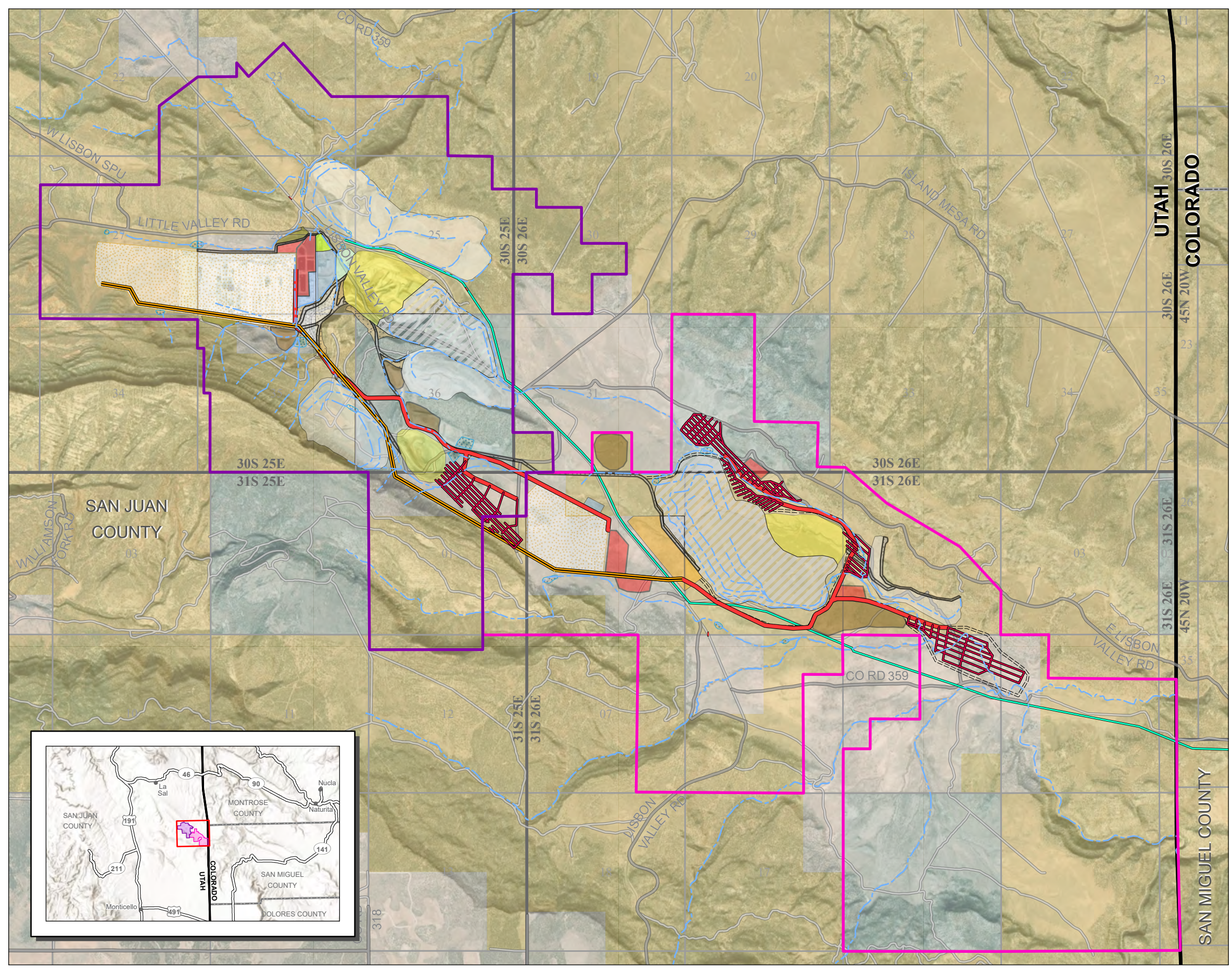


Figure No. **2**
 Title
**Lisbon Valley Mining Company (LVMC)
 Copper Mine Plan of Operations Modification -
 Proposed Action**
 Project Location
 San Juan Co., Utah



- LLV Plan Boundary
 - LVMC Active Project Boundary
- Proposed Action**
- Surface Drainage
 - Storm Event Ponds
 - Wellfield Roads
 - Cattle Guard
 - Conveyor
 - Solution Pipeline
 - Light Vehicle Access
 - Natural Gas Line Re-route
 - Mine Haul Roads
 - Road Berms & Fill
 - Waste Rock Storage
 - Mine Pit Areas
 - In-Pit Backfilling
 - Heap Leach Pads
 - Process Area
 - Process Ponds
 - Admin Area
 - Crusher Yard
 - Laydown Yard
 - Equipment Lineup & Truckshop
 - Growth Media Stockpiles
 - LP Capping Borrow Material
- Road or Highway**
- Secondary State or County Highway
 - Local, Neighborhood, Rural or City Street
 - State Boundary
- Public Land Survey System**
- Township Boundary
 - Section Boundary
- Jurisdiction**
- Bureau of Land Management
 - Private
 - State

Notes
 1. Coordinate System: NAD 1983 UTM Zone 12N
 2. Data Sources: Lisbon Valley Mining Co., BLM, Esri, US Census
 3. Background: Esri World Topographic Map; Esri World Terrain



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SAN JUAN COUNTY COMMISSION

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

Item 3.

June 18, 2024

David Pals, Field Manager
Moab Field Office
Bureau of Land Management
82 East Dogwood
Moab, Utah 84532

Re: Lisbon Valley Copper Mine Plan of Operations Modification EIS

Dear Mr. Pals:

San Juan County is a supporter of Lisbon Valley Copper Mine and recognizes its importance to the economy of the county in its contributions to the tax base, support of local businesses and providing jobs for local residents. We support the current NEPA process to analyze the effects of the proposed Modification of the Mine Plan of Operations and offer the following items of concern to be addressed in the EIS alternatives.

- Potential impacts on aquifer(s) and existing residential and livestock water wells
- Potential impacts to livestock grazing operations
- Potential impacts to cultural resources
- Local employment opportunities
- Potential impacts to local businesses and economy
- Potential impacts to county road network
- Surface reclamation after completion of mining operations

We appreciate this opportunity to comment and look forward to working with your staff in the development of the EIS.

Sincerely,

Jamie Harvey
Commission Chairman



STAFF REPORT

MEETING DATE: June 18, 2024

ITEM TITLE, PRESENTER: Approval of County Economic Development Board Member Terms, Elaine Gizler, San Juan County Economic Development and Visitor Services Director

RECOMMENDATION: Consent Agenda

SUMMARY

Consideration and approval of the following CED Board Member terms till January 31, 2026

These members served their first year term, and the request is to renew.

Silvia Stubbs

Kaeden Kulow

Ben Muhlestein

Karen Whipple

HISTORY/PAST ACTION

The Board Member terms expired on January 31, 2024

FISCAL IMPACT

none



COMMISSION STAFF REPORT

MEETING DATE: June 18, 2024

ITEM TITLE, PRESENTER: Letter of Support for San Juan County's Participation in the Utah Office of Tourism Co-op Marketing Grant Application for \$250,000. Allison Yamamoto-Sparks, Economic Development & Visitor Services Assistant Marketing Director

RECOMMENDATION: Approval

SUMMARY

The Co-op Marketing Grant allows San Juan County Economic Development & Visitor Services to stretch the marketing dollars for the County, to more effectively reach the target demographics in the highest spending areas and countries for San Juan County.

HISTORY/PAST ACTION

San Juan County Economic Development & Visitor Services applies for the Co-op Marketing Grant every year, and the commissioners have always voted in favor of approving the required letter of financial support in the past.

FISCAL IMPACT

\$250,000 from the 2025 Visitor Services budget.



SAN JUAN COUNTY COMMISSION

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

Item 5.

June 12, 2024

Utah Office of Tourism
Co-op Marketing Committee
Council Hall/Capitol Hill
Salt Lake City, UT 84114

RE: San Juan County- Utah's Canyon Country Co-op Grant 2025 Application

Tourism Marketing Performance Co-op Grant Committee:

This letter signifies support of the co-op grant funding application being submitted for the promotion of San Juan County- Utah's Canyon Country.

As the San Juan County Board of Commissioners, we support these efforts and commit that the matching funding totaling \$250,000 for San Juan County- Utah's Canyon Country Traditional Co-op Grant Application (1:1 match) will be available from the County's 2025 budget.

Thank you for your consideration in the affirmative of the request.

Sincerely,

Jamie Harvey, Commission Chair



STAFF REPORT

MEETING DATE: June 18, 2024

ITEM TITLE, PRESENTER: Consideration and approval of the interlocal agreement for E-Cigarette, Tobacco & Other Drug Prevention between San Juan County and Drug-Free Utah Educational Inc, Presented by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

San Juan County Public Health Department sought applications from local organizations focused on or able to provide evidence-based programs that are focused on substance abuse prevention, specifically related to E-cigarette, tobacco, and other drug prevention. Applications included an organizational description, the community to be served, a problem statement, a plan for activities, an intervention or evidence-based/promising practice, objectives, strategies, and a budget. Applications were scored across these previous categories and then chosen based on the scoring results.

Drug Free Utah Educational provided a proposal that describes methods to targeted tobacco and e-cigarette prevention education for San Juan County 7th and 8th graders outside of Albert R. Lyman Middle School, which already has related programming.

HISTORY/PAST ACTION

Approval of similar pass-through funding for SB37 funds

FISCAL IMPACT

\$16,450 in Tobacco Prevention and Control (SB37) funds provided to San Juan County Public Health will be passed on to Drug-Free Utah Education Inc prior to June 30, 2024.

E-Cigarette, Marijuana & Other Drug Prevention Grant Application



Applicant Information:

Timeline	The enclosed application is for Fiscal Year 2024 (ending on June 30, 2024). Applications will be accepted up to March 2024 . Grant applicants will be notified if funding is approved.		
Organization Name	Drug Safe Utah Educational INC. (Formal name) San Juan County Prevention Action Collaboration Coalition (SJCPAC)		
Organization Address	201 South Main Street, STE 2000.	Salt Lake City	84111
	<i>Address</i>	<i>City</i>	<i>Zip</i>
Contact Information	<u>Gregorio1978@hotmail.com (Greg Frazier)</u>		801.856.4866
	<u>amitchell@sanjuancc.org (Alyn Mitchell)</u>		435.979.2174
	<i>Email Address</i>		<i>Phone</i>
Contact Information	Greg Frazier-Director of Grants and Health Education Drug Safe Utah Education		
	Alyn Mitchell-Prevention Coordinator San Juan County		
	<i>Organizational Representative</i>		<i>Title</i>
Organizational Type	Coalition: a coalition of community organizations focused on substance abuse and prevention.		
Organizational Description	<p>Drug Safe Utah Education is a 501(c)(3) nonprofit that is dedicated to educating and protecting Utah kids and local communities from the harms of recreational drug and tobacco use. Our organization’s operations team has years of experience educating the youth and creating effective substance abuse prevention and educational campaigns. _</p> <p>San Juan County Prevention Action Collaboration (SJCPAC) coalition’s mission is to collaborate with community partners and agencies to strengthen local youth and their families against substance misuse and</p>		

	suicide in San Juan County. <u>*Drug Safe Utah Education will serve as the fiscal agent for this grant.</u>
Amount Requested No more than \$80,000	Total Budget: \$16,450

Section 2: Community Description

The community to be served are 7th and 8th graders throughout the San Juan County school district (excluding Albert R. Lyman Middle School due to their own anti-tobacco/nicotine grant program). 7th and 8th grade is a very impressionable time for young teenagers, the negative

habits they learn at that age will follow them first into high school and then into adulthood. If we can reach them in the 7th and 8th grades, we have a greater chance of decreasing the rate of tobacco and nicotine abuse among high school students and adults. We will tailor our educational campaign to reach all 7th and 8th grade students (excluding Albert R. Lyman Middle School) attending Monticello, Monument Valley, and Whitehorse High schools. The SHARP survey reveals that by the 12th grade, lifetime vaping usage among Native American/American Indians escalates to 29%, which is much higher than the state-wide average of 19.9% and the 12th grade state-wide average of 17% for the White population. As a result, we will pay particular attention to the substantial Native America/American Indian population when creating our educational program for those schools.

Section 3: Statement of the Problem

Vaping has become a nation-wide epidemic! In 2019, the global vaping market was estimated to be worth \$19.3 billion (7 billion in the USA) Sales of vaping devices are projected to be a \$67 billion dollar business by 2027. According to SAMHSA, (Substance

Abuse and Mental Health Services Administration) in 2022 more than 5 million (28 percent) high school students in the United States reported vaping in the past 30 days. That is a significant increase from 2018 (21 percent) and more than double the rates from 2017 (12 percent). Alarmingly, the CDC reported in 2023 that 25.2% of middle school and high school students who currently vape, vape on a daily basis. For many youths, vaping is seen as less harmful, better, and cheaper than smoking cigarettes. Since no combustion occurs during the vaping process, those who vape consider vaping products to be less harmful than traditional cigarettes because many do not produce tar or carbon monoxide. Nicotine remains the most commonly used vaping substance among the youth (12-18), youth are also more likely to use e-cigarettes than adults. (SAMSHA).

In San Juan County, vaping continues to be a problem among middle and high school students. According to the SHARP survey, in 2019 0 % of San Juan County 6th graders had ever vaped. However, by 2023 that number has jumped to 9.1%. which is significantly higher than the state-wide average of 3.7% for all 6th graders. Additionally, San Juan County 6th graders also reported that 5.6% of them had vaped in the past 30 days, which is higher than the state-wide average of 1.6% for 6th graders in the past 30 days. Data also suggests vaping nicotine may introduce other substances to youth who would otherwise not have smoked cigarettes or used nicotine through another tobacco product (SAMSHA).

Section 4: Selected Intervention

Drug Safe Utah Education will be implementing a school level anti-vaping intervention program. This program is very similar to the programs we have successfully implemented for the

last 3 years in San Juan County. This program is a prevention program for the youth that focuses on anti-vaping education, enhancing life skills, and prosocial activities that create a strong familiar bond.

Creation and distribution of the anti-vaping and life skill educational materials: We will develop an innovative and creative anti-vaping (nicotine/tobacco) campaign customized for the 7th and 8th graders in San Juan County. Per the CDC's best practices guidelines: (cdc.gov) "Mass-reach health education interventions can be powerful tools for preventing the initiation of tobacco use, promoting, and facilitating cessation, and shaping social norms related to tobacco use." Drug Safe Utah Education's school-level intervention campaign will consist of the creation and distribution of educational "student packets" that will contain the following: a student-parent workbook, pens and stickers with anti-vaping messages, an educational pamphlet, and a card or board game. The student-parent workbooks contain education materials, exciting artwork, innovative games/puzzles, and teach positive coping methods and life skills. The life skills and coping methods taught in the student-parent workbook serve as protective factors for the youth against substance abuse and nicotine vaping. Additionally, these workbooks encourage positive discussion between the students and their parents about the negative effects of nicotine and other drugs. Working with our coalition partner, SJCPAC, we will distribute these student packets to all 7th and 8th graders in the San Juan school district, (excluding Albert R. Lyman Middle School due to their own anti-tobacco/nicotine grant program).

Prosocial family attachment activities: Strong family attachment is a protective factor against delinquency for youth of all age groups. Research has identified the family as a significant source of protection against substance abuse among teenagers (Chen et al. 2010 Hawkins et al., 1992). By developing a healthy family relationship, parents are able to communicate prosocial norms to their children, (Rankin and Kern 1994) these prosocial norms help to protect the youth against antisocial behaviors such as substance abuse. Strong family attachment between parent and child is a protective factor against substance abuse among the youth. (Kostelecky, 2005; Van der Vorst et al., 2006) Prosocial activities such as "family game night", is one of the best ways to encourage strong family attachment. The use of social media and electronic devices has drastically increased levels of anxiety and electronic dependence among the youth. Playing board or card games with family and friends encourages the students to put down their electronic devices and participate in an activity that doesn't involve electronic stimuli. By providing each 7th and 8th graders with a card or board game, our campaign will encourage family bonding between parents and children.

Strategies to be used to affect community change:

1. Provide information.
2. Enhance skills.
3. Strengthen family bonds.

Youth Risks to be addressed:

1. Friends who engage in the problem behavior.
2. Favorable attitudes toward the problem behavior.

3. Family management problems.

Protective factors to be used in the campaign:

- 1. Strong belief in the moral order.
- 2. Strong family attachment.
- 3. High levels of perception of parental disapproval.

Section 5: Action Plan

Strategy/Activity	Who is responsible?	By When?	What outcome will result from your activity?
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<p>Using the evidence-based model of Family Bonding-Prosocial Family Activity. Encourage students to spend time with their family playing games (game is provided in the packets) and using the activities in the student-parent workbooks.</p> <p>Provide information and enhance life skills through educational materials found in the student-parent workbooks.</p> <p>Provide educational materials (student packets) that teaches students and parents about the dangers of tobacco/nicotine use in a creative and fun way.</p> <p>Introduce and distribute educational/campaign materials (student-parent workbook, pens, stickers, etc.) and card game(s), to all San Juan school district 7th and 8th graders with the exception of students at Albert R. Lyman Middle School.</p>	<p>Drug Safe Utah Education Staff member. (Greg Frazier) will purchase and assemble all the materials.</p> <p>Drug Safe Utah Education Staff member. (Greg Frazier) will create/develop the educational materials with the graphic artist (Student packets with student-parent workbooks, pens, games, etc.)</p> <p>Drug Safe Utah Education Staff member. (Greg Frazier) will oversee and administer the entire program and report to the health dept. and state.</p> <p>SJCPAC will help coordinate distribution efforts working with SJSD.</p> <p>Schools Include: Monticello, Monument Valley, and Whitehorse High schools.</p>	<p>April/May 2024.</p>	<p>Process Objective</p> <p>Promote dialogue between parents and students concerning the dangers of vaping nicotine and tobacco abuse.</p> <p>Emphasize the importance of family bonding through fun activities and games provided for in the student-parent workbooks and the card game.</p>
			<p>Short-Term Objective:</p> <p>Distribute 400+ student packets (workbooks, pens, pamphlets etc.) that teach about the dangers of nicotine/tobacco abuse and enhance life skills.</p> <p>Distribute 400+ family card games to promote family bonding as a protective factor.</p>
			<p>Long-Term Objective:</p> <p>Decrease self-reporting 30 day vape use among 8th 9th and 10th graders by 2%. (We reach them in 7th and 8th grade and see results in 1-2 years)</p> <p>Increase by 3% the perception of risk of moderate to great harm from vaping nicotine and or tobacco use among 8th 9th and 10th graders. (We reach them in 7th and 8th grade and see results in 1-2 years)</p> <p>To be evaluated using 2025 SHARP data.</p>

Section 6: Budget Form

Category of	Justification	Funding Amount
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Funding		
Personnel Salary	Justification: The grant will be managed by a designated paid staff member (Greg Frazier) who will also be responsible for the production, purchase, and distribution of the educational and promotional items (student-parent workbooks, pamphlets, educational stickers, pens, and family bonding promoting games. Additionally, the staffer will also oversee providing the health department with progress reports, submitting a final report to the state, and a thorough assessment of the entire program.	\$ 3,500
Fringe Benefits		None
Travel (in/out of state)	Travel costs (fuel, hotel, transportation etc.) for the staffer to distribute the student educational materials throughout San Juan County and attend selective events to provide educational materials to the public.	\$700
Supplies	<p>Each 7th and 8th grader will receive a “student packet” each student packet will consist of the following:</p> <ul style="list-style-type: none"> -Customized student-parent workbook. -Family/friend bonding games (Ex. Card game) -Pens and (2) stickers with anti-vaping messages. -Anti-vaping informational pamphlets for parents. <p>We will need are an estimated 400 packets to reach the 7th and 8th graders in San Juan County school district (excluding Albert R. Lyman Middle School)</p> <p>Here is the breakdown of the costs: Student-Parent workbooks: \$8 X 400=\$3,200 Card Games: \$13 X 400=\$5,200 Pens: \$1.50 X 400=\$600 Stickers: \$0.75 X 800=\$600 Pamphlets for parents 400 X 1.00=\$400</p>	\$10,000
Equipment		None
Subcontractors	This will cover the cost to hire a talented graphic artist to design a fun and innovative educational student-parent workbook and other educational materials (stickers, pens etc..).	\$2,250

Media Outreach		None
Other		None
Total Amount Requested:		\$ 16,450

*Note: Drug Safe Utah Education will serve as the fiscal agent for the grant.

**INTERLOCAL COOPERATION
AGREEMENT FOR COMMUNITY-BASED
E-CIGARETTE, TOBACCO & OTHER
DRUG PREVENTION**

This agreement for E-Cigarette, Tobacco & Other Drug Prevention is between San Juan County, a political subdivision of the State of Utah (the "County"), and Drug Free Utah Educational Inc, a 501(c)(3) private not-for-profit corporation registered in the state of Utah (the "Program"). County and Program may be referred to collectively as the "parties" herein or individually as a "party" herein.

WITNESSETH:

WHEREAS, the Parties pursuant to the [Utah Interlocal Cooperation Act](#) as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the Utah Code Ann. (1953) as amended, are authorized to enter into this agreement.

WHEREAS, SB37 provides Tobacco Prevention and Control funds to San Juan County Public Health Department (the "Department") to distribute to qualifying organizations, provided they qualify under the conditions set forth in the Grant, in support of activities that will decrease E-Cigarette use among 7th and 8th grade students in San Juan County, outside of Albert R. Lyman Middle school, and increase parental involvement through tobacco prevention education.

WHEREAS, the Program confirms that it is an organization that is focused on or able to provide evidence-based programs that are focused on substance abuse prevention.

The parties therefore agree as follows:

1. The County's Obligations.

1. The Department will provide technical support to the Program and connect the Program to relevant expertise as needed.
2. The Department reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in the Department's sole discretion deems such action is necessary: (1) because the Program has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Department; or (3) to comply with any law or regulation applicable to the Program, to the Department, or this grant.

2. The Party's Obligations.

1. This grant may be used only for the Program's charitable and educational activities. While the County understands that the Program may participate in the public policy process, consistent with its tax-exempt status, the Program may not use any of these grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Program's proposal and

related correspondence, and may not be expended for any other purposes without the Department's prior written approval. The Program accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Department may request that the Program return any unexpended grant funds remaining at the end of the project period.

2. The Program will provide to the Department a report on the 15th of July of year 2024. The reports will list quarterly activities accomplished, provide an accounting for the expenditures of grant funds, describe measurable outcomes as a result of the expenditures, describe the impact and effectiveness of programs and activities funded through the grant, and indicate the amount of the grant funds remaining on the date that the report is submitted.
3. The Program will promptly provide and additional information, reports, and documents the Department may request and will allow the Department and its representatives to have reasonable access a during regular business hours to files, hours, records, accounts, or personnel that are associated with this grant, for the purpose of making financial reviews, verifications, or program evaluations as may be deemed necessary by the Department.
4. The Program will allow the Department to review and approve the text of any proposed product concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Department reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether to be credited as a funder of the product.

3. Costs. The County agrees to pay the Program the costs for activities approved under this contract and the attached Grant Application. The County will submit payment to the Program within thirty (30) days of the County receiving an invoice prepared by the Program relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, County shall pay the Program for all services rendered by the Program under this agreement prior to the date that this agreement is terminated.

4. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").

5. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.

6. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:

1. The mutual written agreement of the parties;
2. By either party after any material breach of this agreement;
3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or

4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

7. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.

9. No Separate Legal Entity. No separate legal entity is created by this agreement.

10. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.

11. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. Program employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of the Program for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

12. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

13. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.

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

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

16. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:

1. With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and

2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.

17. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.

<p>PROGRAM Drug Free Utah Educational Inc</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p>
<p>Printed: _____ Name</p>	<p>Program Attorney</p>
<p>Signature _____</p>	
<p>Dated: _____</p>	<p>Dated: _____</p>
<p>ATTEST:</p>	
<p>Printed _____ Name</p>	
<p>Dated: _____</p>	

<p>SAN JUAN COUNTY</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p>
<p>Jamie Harvey, Chairman Board of San Juan County Commissioners</p>	<p>San Juan County Attorney's Office</p>
<p>Dated: _____</p>	<p>Dated _____</p>
<p>ATTEST:</p>	
<p>San Juan County Clerk Auditor</p>	

Dated:	
--------	--

BLANDING CITY MUNICIPAL
CORP. 50 West 100 South
BLANDING UT 84511

GRANT OF UTILITY EASEMENT

SAN JUAN COUNTY LOCAL BUILDING AUTHORITY hereinafter called GRANTOR, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and warrant to BLANDING CITY MUNICIPAL CORPORATION, a body corporate and politic and existing under the laws of the State of Utah, of 50 West 100 South, Blanding, Utah 84511, GRANTEE, and its heirs and assigns, a perpetual right to enter onto the real property described below, at any time that Grantee may see fit, to construct, maintain and repair utilities for the purpose of conveying utility services over, across, through and under the real property described below, together with the right to excavate and refill ditches, for the location and maintenance of such utility services and, further, the right to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of such utilities.

The real property affected by the grant of this easement and right-of-way is located in the County of San Juan, State of Utah, and is more particularly described as follows:

Section 34 T36SR22E,SLB&M

Beginning at a point located East 1455.48 feet and North 230.00 feet from the C1/4 corner of section 34,township 36 South,Range 22 East, SLB&M, (As monumented by a 1984 BLM aluminum cap), Running thence North 415.18 feet to the South edge of 700 South street This is the center line for the Utility Easement which extends 2.5 feet both ways from the centerline description.

(Affecting Parcel No. B36220341500)

Easement for **construction purposes only**. The easements for the purposes described above, an additional temporary easement of an additional 3 feet to both sides of the easement described above shall be in accordance with the property above described or as evident by inspection or actually existing on the property.

WITNESS the hand of the GRANTOR this _____ of June, 2024

Jamie Harvey GRANTOR

Chairman for the SAN JUAN COUNTY LOCAL BUILDING AUTHORITY

STATE OF UTAH
{ COUNTY OF SAN JUAN }

On the _____, day of _____ 2024 personally appeared before me Jamie Harvey, a Notary Public in and for the State of Utah, who duly acknowledged to me that He/She/They are the signers of the foregoing instrument, who duly acknowledged to me that He executed the same.

Notary Public _____

Commission Expires _____



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Monticello Field Office
365 N. Main Street, P.O. Box 7
Monticello, UT 84535

MAY 28, 2024

In Reply Refer To:
2860 (UTY020
UTU-70116

CERTIFIED MAIL- RETURN RECEIPT
7019 2970 0001 5520 0769

San Juan County
Attn: Mack McDonald
117 South Main, PO Box 9
Monticello, Utah 84535

Communication Site Lease
Renewal

Communication Lease Offered UTU-70116

Enclosed are two copies of an unsigned Communication Use Lease (Form 2800-18), to renew San Juan County (SJC) existing communication lease of a communication site at Upper Horse Flats; serial number UTU-70116. This lease would replace any prior BLM right-of-way for this site. Please review the document and if it meets with your approval, **sign and date two copies of the lease and return to the address shown above, the lease can also be e-signed using digital credentials.** Upon our receipt of the signed documents, we will issue the communication site lease, absent any other unresolved issues.

In accordance with 43 CFR 2806.14(a)(2) and CFR 2804.16(a), San Juan County has been determined to be exempt from processing and monitoring fee cost recovery, rental, and reclamation bonding.

Please review the documents, **sign and date two copies of the lease and return to the address shown above, the lease can also be e-signed using digital credentials.** Upon our receipt of the signed documents, will issue the lease, absent any other unresolved issues.

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

If you have any questions regarding your communication site lease renewal application please contact Norbert Norton, Realty Specialist, at (435) 587-1522.

Sincerely,

JACOB

PALMA

Jacob Palma
Field Manager

Digitally signed by JACOB
PALMA
Date: 2024.05.28 14:36:18
-06'00'

Enclosures:

1. Two Communication Use Lease Forms, UTU-70116
2. Two Stipulations/Terms and Condition UTU-70116

THE UNITED STATES
Department of the Interior
Bureau of Land Management

COMMUNICATIONS USE LEASE

San Juan County of 117 South Main
(Lessee Name) (Billing Address - 1)

PO Box 9 Monticello UT 84535
(Billing Address -2) (City) (ST) (Zip Code)

THIS LEASE, dated this _____ day of _____, 20____, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and San Juan County, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County

of San Juan County, State of Utah; SLM; T. 35 S.; R. 17 E.; sec 12, SW1/4SW1/4
(Legal Description)

(hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a Private Mobile Radio Service (PMRS) communications facility.
(Type of Communication Use)

The location of the property is shown generally on the site plan dated N/A for the Upper Horse Flat Communications Site which is attached and made part hereof as Exhibit A. The facilities specifically authorized under this lease are shown on the plat contained in Exhibit B.

- Equipment Building 12x8 on concert cinder blocks**
- 70' rod slope triangle tower antenna with three guy wires**
- Four 20x45 ground mounted photo voltaic solar array with batteries/radio equipment**
- Road access**

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease will terminate at one minute after midnight on 12/31/2053. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit A, construction will commence on N/A (Date)

This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be received at the Bureau of Land Management office as noted on the billing statement in the form of a check or money order payable to Bureau of Land Management/DOI. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, *et seq.*, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 *et seq.*, and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

E. (1). The Lessee must maintain \$ N/A worth of insurance coverage, naming the United States additionally insured on the policies(s), to partially fund the indemnification obligations of the Lessee for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The Lessee must furnish proof of insurance (such as a surety bond, or certificate of insurance) to the Authorized Officer prior to execution of this lease and verify annually, and in writing, the insurance obligation to the Authorized Officer. The Authorized Officer may allow the Lessee to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the Authorized Officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all

interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

V. OTHER PROVISIONS

A. **Nondiscrimination.** The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. **General.** For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.

3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.

4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.

2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. **Members of Congress.** No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. **Reservations.** This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.

- 2. The right to modify the communications site plan as deemed necessary.
- 3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
- 4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the proceeding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

ACCEPTED this _____ day of _____, 20____, I, the undersigned have read, understand and accept the terms and conditions of this lease.

(Signature of Lessee)

(Title of Authorized Official)

User Note: If a corporation is the Lessee, the title of the duly authorized official signing on behalf of the corporation should be added to the signature block.

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Printed Name of Authorized Officer)

(Date)



EXHIBIT "A"

Communication Site Lease Stipulations UTU-70116

General

1. In case of change of address, the holder shall immediately notify the Bureau of Land Management (BLM) Authorized Officer.
2. There is reserved to the authorized officer, the right to grant additional rights-of-way/lease or permits for compatible use on, over, under, or adjacent to the land involved in this grant.
3. If at any time hereafter the holder wishes to reconstruct, remodel, or relocate any portion of the right-of-way/lease or change, modify, or add improvements or facilities thereon, the prior written approval of the Authorized Officer must be obtained. The holder must amend this right-of-way/lease grant at any time additional land, equipment, and/or new uses are proposed which are beyond the scope of the existing authorization.
4. Holder may not construct or make access roads or travel cross-county by vehicle to reach the grant area unless prior written approval is given by the Authorized Officer.
5. The holder shall protect all survey monuments found within the right-of-way/lease. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority, if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
6. The holder shall conduct all activities associated with the operation and termination of the right-of-way/lease within the authorized limits of the right-of-way/lease.
7. The holder agrees to accommodate the entry/development of other compatible communication uses of the facility on a first-come, first-served basis. If an applicant

agrees to comply with all the terms and conditions for use of the site contained herein, obtains a Federal Communications Commission or Interdepartmental Radio Advisory Committee authorization, and there is space available, the holder may not refuse to enter into a use agreement with applicant. Exceptions to this requirement will be made by the BLM authorized officer on a case-by-case basis.

8. All equipment in the facility must be clearly posted with the owner's name and operating frequency.
9. The holder shall ensure that the BLM serial number assigned to this authorization is posted on the door of the holder's building in letters that are at least 1.5" high.
10. All areas authorized under this lease/grant shall be maintained in a sanitary condition at all times; waste materials shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, spare or damaged radio equipment/antennas/cables, excess construction materials, refuse, oil drums, petroleum products, ashes, and equipment.
11. The holder or their contractors will notify the BLM of any fires and comply with all rules and regulations administered by the BLM concerning the use, prevention and suppression of fires on federal lands, including any fire prevention orders that may be in effect at the time of the permitted activity. The holder or their contractors may be held liable for the cost of fire suppression, stabilization and rehabilitation. In the event of a fire, personal safety will be the first priority of the holder or their contractors. The holder or their contractors will:
 - a) Operate all internal and external combustion engines on federally managed lands per 36 CFR 261.52, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified.
 - b) Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
 - c) Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC — 5 pound on all equipment and vehicles. If a fire spreads beyond the suppression capability of workers with these tools, all will cease fire suppression action and leave the area immediately via pre-identified escape routes.

Notify the Moab Interagency Fire Center at (435) 259-1850, or 911 immediately of the location and status of any escaped fire. Construction personnel will be trained in basic fire control procedures.

Public Health & Safety Environmental Protection

12. Failure of the Holder to comply with applicable law or any provision of this right-of-way/lease grant shall constitute grounds for suspension or termination thereof.
13. Holder shall maintain the right-of-way/lease in a safe, usable condition, as directed by the authorized officer.

14. The holder agrees to indemnify and hold harmless the United States for any and all liability, including injury to persons or damage of property, which may result directly from the use permitted.
15. The Holder of Right-of-Way/lease agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way/lease (unless the release or threatened release is wholly unrelated to the right-of-way/lease holder's activity on the right-of-way/lease. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
16. The Authorized Officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his/her judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
17. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder shall comply with the Toxic Substances Control Act of 1976 as amended, 15 U.S.C. 2601 et. seq. (1982) with regards to any toxic substances that are used, generated by, or stored on the right-of-way/lease or on facilities authorized under this right-of-way/lease grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761. I -761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 1 17 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.
18. If during any phase of the construction, operation, or termination any oil or other pollutant should be discharged from containers or vehicles and impact Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the holder, regardless of fault. Upon failure of holder to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting there from, the authorized officer may take such measures as he deems necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the Holder. Such action by the authorized officer shall not relieve the holder of any liability or responsibility.

Cultural

19. Any cultural or paleontological resource (historic or prehistoric site or object) or Native American human remains, funerary item, sacred object, or objects of cultural patrimony

discovered by the permit holder, or any person working on their behalf, during the course of activities on Federal land, shall be immediately reported to the BLM Authorized Officer by telephone, with written confirmation. The permit holder shall suspend all operations 100 meters within the discovery and appropriately protect the discovery until an evaluation has been made by the BLM Authorized Officer.

- a. If Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony are encountered during an undertaking involving BLM managed lands, the parties will comply with the Native American graves Protection and Repatriation Act (NAGPRA) and its implementing regulations at 43 CFR Part 10, Subpart B.
- b. For cultural resources other than Native American human remains, funerary item, sacred object, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow activities to proceed. The holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the BLM Authorized Officer after consulting with the permit holder. Operations may resume only upon written authorization to proceed from the BLM Authorized Officer.

Vegetation/Weeds

20. The holder will be responsible for controlling noxious weeds within the limits of the right-of-way. Noxious weeds are defined as those which are listed by the Utah Commissioner of Agriculture under the Noxious Weed Act, and those declared noxious by the County in which the ROW resides. The holder will employ weed control methods approved in writing by the BLM Authorized Officer. An approved Pesticide Use Proposal (PUP) must be obtained prior to application of herbicides. Upon coordination with the Authorized Officer, the holder may elect to operate under an approved PUP which the BLM holds, or may apply for its own PUP, either through the Authorized Officer or the BLM Utah State Office. A daily Pesticide Application Report (PAR) must be submitted to the Authorized Officer for each day weeds are sprayed on the ROW.

Wildlife

21. No surface use, ground disturbance or otherwise disruptive maintenance activities would be allowed from April 1 through July 15 without the completion of migratory bird nest surveys within priority habitats. Surveys would focus on bird species identified as priority bird species in Utah through Partner's in Flight and U.S. Fish and Wildlife Service Birds of Conservation Concern. The need for field surveys will be determined by the BLM wildlife biologist. Based on surveys, the BLM wildlife biologist will determine appropriate buffers and timing limitations.
22. No off road travel, surface use or otherwise disruptive activity would be allowed from December 1 through April 15 within identified crucial winter mule deer and/or elk habitat,

from April 1 to June 15 within Bighorn Sheep habitat for lambing season and from October 15-December 15 within Bighorn Sheep habitat for rutting season. These notices may be waived, accepted, or modified by the BLM authorized officer if either the resource values change or the grantee/operator demonstrates that adverse impacts can be mitigated. The grantee/operator must request in writing an exception for construction, ground disturbance, or otherwise disruptive maintenance activities during this time frame. The request for an exception must include duration of activity (exact start and end dates when the action is needed) and specific activity (including number of people, equipment). The BLM authorized officer will review the request to determine current conditions and potential impacts to bighorn sheep and wintering deer/elk. If construction/activities are authorized, implementation would cease when snow depth is > 6" and/or temperatures are < 10⁰ F.

23. Raptor surveys will be required whenever surface use or otherwise disruptive activity is proposed in association with construction, ground disturbance, or otherwise disruptive maintenance activities within raptor nesting habitat. Field surveys shall be conducted according to protocol and determined to be unoccupied by the BLM authorized officer prior to surface disturbance activities. If nesting sites are identified as a result of the surveys, appropriate buffers and timing limitations would be implemented in accordance with BLM's Best Management Practices for Raptors.
24. No surface use or otherwise disruptive activity would be allowed within 0.5 mile of suitable, Utah prairie dog habitat, identified and mapped by Utah Division of Wildlife Resources since 1976 without prior coordination with the authorizing officer. This notice may be waived, accepted, or modified by the BLM authorized officer if either the resource values change or the grantee/operator demonstrates that adverse impacts can be mitigated. The grantee must request in writing an exception for off road travel, surface use, or otherwise disruptive activity within 0.5 mile of suitable Utah prairie dog habitat. The request for an exception must include activity duration (exact start and end dates when the action is needed) and activity description (including number of people, equipment). Prior to authorizing surface disturbing activities the grantee/operator will coordinate with the BLM authorized officer. Protocol level surveys shall be conducted by BLM approved biologists in areas of known occurrence of suitable Utah prairie dog habitat. Utah prairie dog surveys will be conducted during the active season, April I August 31. The completed survey reports will be submitted to the BLM wildlife biologist for review. The BLM authorized officer will determine current conditions and potential impacts to Utah prairie dog habitat.

Transfer of Federal Ownership/Relinquishment/Assignment

25. In accordance with federal regulations in 43 CFR 2807.21 any proposed transfer of any right or interest in the right-of-way/lease grant shall be filed with the BLM Authorized Officer. An application for assignment shall be accompanied by a showing of qualifications of the Assignee. The assignment shall be supported by a stipulation that the Assignee agrees to comply with and to bound by the terms and conditions of the grant to

be assigned. No assignment shall be recognized unless and until it is approved in writing by the Authorized Officer.

- 26. In the event that the public land underlying the right-of-way/lease (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.
- 27. Prior to termination of the right-of-way/lease, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way/lease. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.
- 28. At least 120 days prior to termination of the authorization, the lessee shall contact the BLM authorized officer to arrange a joint inspection of the lease. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall be prepared by the holder and shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or revegetation. The authorized officer must approve the plan in writing prior to the lessee's commencement of any termination activities.
- 29. The right-of-way/lease shall be relinquished to the United States if the authorized uses are no longer needed.

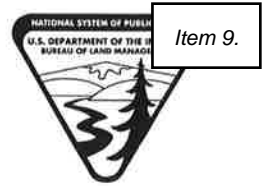
_____ I reviewed the above stipulations for the installation of microwave towers communication facility, UTU-70116 and agree to follow them.

Authorized Signature

Date



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Monticello Field Office
365 N. Main Street, P.O. Box 7
Monticello, UT 84535

MAY 28, 2024

In Reply Refer To:
2860 (UTY020)
UTU-20066

CERTIFIED MAIL- RETURN RECEIPT
7019 2970 0001 5520 0752

San Juan County
Attn: Mack McDonald
117 South Main, PO Box 9
Monticello, Utah 84535

Communication Site Lease
Renewal

Communication Lease Offered UTU-20066

Enclosed are two copies of an unsigned Communication Use Lease (Form 2800-18), to renew San Juan County (SJC) existing communication lease of a communication site at Cedar Mesa; serial number UTU-20066. This lease would replace any prior BLM right-of-way for this site. Please review the document and if it meets with your approval, **sign and date two copies of the lease and return to the address shown above, the lease can also be e-signed using digital credentials.** Upon our receipt of the signed documents, we will issue the communication site lease, absent any other unresolved issues.

In accordance with 43 CFR 2806.14(a)(2) and CFR 2804.16(a), San Juan County has been determined to be exempt from processing and monitoring fee cost recovery, rental, and reclamation bonding.

Please review the documents, **sign and date two copies of the lease and return to the address shown above, the lease can also be e-signed using digital credentials.** Upon our receipt of the signed documents, will issue the lease, absent any other unresolved issues.

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

If you have any questions regarding your communication site lease renewal application please contact Norbert Norton, Realty Specialist, at (435) 587-1522.

Sincerely,
**JACOB
PALMA**

Digitally signed by
JACOB PALMA
Date: 2024.05.28
14:35:51 -0600

Jacob Palma
Field Manager

Enclosures:

- 1. Two Communication Use Lease Forms, UTU-20066
- 2. Two Stipulations/Terms and Condition UTU-20066

THE UNITED STATES
Department of the Interior
Bureau of Land Management

COMMUNICATIONS USE LEASE

San Juan County of 117 South Main
(Lessee Name) (Billing Address - 1)

PO Box 9 Monticello UT 84535
(Billing Address -2) (City) (ST) (Zip Code)

THIS LEASE, dated this _____ day of _____, 20____, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and San Juan County, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County

of San Juan County, State of Utah; SLM; T. 40 S.; R. 18 E.; sec 21, NW1/4SE1/4
(Legal Description)

(hereinafter called the "property"). The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a Microwave (MIC) communications facility.
(Type of Communication Use)

The location of the property is shown generally on the site plan dated N/A for the Cedar Mesa Communications Site which is attached and made part hereof as Exhibit A. The facilities specifically authorized under this lease are shown on the plat contained in Exhibit B.

- 2 Equipment building 12x8 and 8x8 with radio equipment and solar batteries
- 40' Lattice Tower on 12x12 concrete pad
- 4 Microwave antennas and 1 Yagi Interlink
- Fence with Utah Navajo Health System fence
- 40 300-watt mounted solar panel system and 8 100-watt solar panel system. Both solar system with mounting stands
- Road access

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease will terminate at one minute after midnight on 12/31/2053. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit A, construction will commence on N/A (Date)

This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be received at the Bureau of Land Management office as noted on the billing statement in the form of a check or money order payable to Bureau of Land Management/DOI. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, *et seq*, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

E. (1). The Lessee must maintain \$ N/A worth of insurance coverage, naming the United States additionally insured on the policies(s), to partially fund the indemnification obligations of the Lessee for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The Lessee must furnish proof of insurance (such as a surety bond, or certificate of insurance) to the Authorized Officer prior to execution of this lease and verify annually, and in writing, the insurance obligation to the Authorized Officer. The Authorized Officer may allow the Lessee to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the Authorized Officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all

interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

V. OTHER PROVISIONS

A. **Nondiscrimination.** The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. **General.** For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.

3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.

4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.

2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. **Members of Congress.** No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. **Reservations.** This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.

- 2. The right to modify the communications site plan as deemed necessary.
- 3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
- 4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the proceeding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

ACCEPTED this _____ day of _____, 20____, I, the undersigned have read, understand and accept the terms and conditions of this lease.

(Signature of Lessee)

(Title of Authorized Official)

User Note: If a corporation is the Lessee, the title of the duly authorized official signing on behalf of the corporation should be added to the signature block.

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Printed Name of Authorized Officer)

(Date)



EXHIBIT "A"

Communication Site Lease Stipulations UTU-20066

General

1. In case of change of address, the holder shall immediately notify the Bureau of Land Management (BLM) Authorized Officer.
2. There is reserved to the authorized officer, the right to grant additional rights-of-way/lease or permits for compatible use on, over, under, or adjacent to the land involved in this grant.
3. If at any time hereafter the holder wishes to reconstruct, remodel, or relocate any portion of the right-of-way/lease or change, modify, or add improvements or facilities thereon, the prior written approval of the Authorized Officer must be obtained. The holder must amend this right-of-way/lease grant at any time additional land, equipment, and/or new uses are proposed which are beyond the scope of the existing authorization.
4. Holder may not construct or make access roads or travel cross-county by vehicle to reach the grant area unless prior written approval is given by the Authorized Officer.
5. The holder shall protect all survey monuments found within the right-of-way/lease. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority, if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
6. The holder shall conduct all activities associated with the operation and termination of the right-of-way/lease within the authorized limits of the right-of-way/lease.
7. The holder agrees to accommodate the entry/development of other compatible communication uses of the facility on a first-come, first-served basis. If an applicant

agrees to comply with all the terms and conditions for use of the site contained herein, obtains a Federal Communications Commission or Interdepartmental Radio Advisory Committee authorization, and there is space available, the holder may not refuse to enter into a use agreement with applicant. Exceptions to this requirement will be made by the BLM authorized officer on a case-by-case basis.

8. All equipment in the facility must be clearly posted with the owner's name and operating frequency.
9. The holder shall ensure that the BLM serial number assigned to this authorization is posted on the door of the holder's building in letters that are at least 1.5" high.
10. All areas authorized under this lease/grant shall be maintained in a sanitary condition at all times; waste materials shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, spare or damaged radio equipment/antennas/cables, excess construction materials, refuse, oil drums, petroleum products, ashes, and equipment.
11. The holder or their contractors will notify the BLM of any fires and comply with all rules and regulations administered by the BLM concerning the use, prevention and suppression of fires on federal lands, including any fire prevention orders that may be in effect at the time of the permitted activity. The holder or their contractors may be held liable for the cost of fire suppression, stabilization and rehabilitation. In the event of a fire, personal safety will be the first priority of the holder or their contractors. The holder or their contractors will:
 - a) Operate all internal and external combustion engines on federally managed lands per 36 CFR 261.52, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified.
 - b) Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
 - c) Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC — 5 pound on all equipment and vehicles. If a fire spreads beyond the suppression capability of workers with these tools, all will cease fire suppression action and leave the area immediately via pre-identified escape routes.

Notify the Moab Interagency Fire Center at (435) 259-1850, or 911 immediately of the location and status of any escaped fire. Construction personnel will be trained in basic fire control procedures.

Public Health & Safety Environmental Protection

12. Failure of the Holder to comply with applicable law or any provision of this right-of-way/lease grant shall constitute grounds for suspension or termination thereof.
13. Holder shall maintain the right-of-way/lease in a safe, usable condition, as directed by the authorized officer.

14. The holder agrees to indemnify and hold harmless the United States for any and all liability, including injury to persons or damage of property, which may result directly from the use permitted.
15. The Holder of Right-of-Way/lease agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way/lease (unless the release or threatened release is wholly unrelated to the right-of-way/lease holder's activity on the right-of-way/lease. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
16. The Authorized Officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his/her judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
17. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder shall comply with the Toxic Substances Control Act of 1976 as amended, 15 U.S.C. 2601 et. seq. (1982) with regards to any toxic substances that are used, generated by, or stored on the right-of-way/lease or on facilities authorized under this right-of-way/lease grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761. I -761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 1 17 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.
18. If during any phase of the construction, operation, or termination any oil or other pollutant should be discharged from containers or vehicles and impact Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the holder, regardless of fault. Upon failure of holder to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting there from, the authorized officer may take such measures as he deems necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the Holder. Such action by the authorized officer shall not relieve the holder of any liability or responsibility.

Cultural

19. Any cultural or paleontological resource (historic or prehistoric site or object) or Native American human remains, funerary item, sacred object, or objects of cultural patrimony

discovered by the permit holder, or any person working on their behalf, during the course of activities on Federal land, shall be immediately reported to the BLM Authorized Officer by telephone, with written confirmation. The permit holder shall suspend all operations 100 meters within the discovery and appropriately protect the discovery until an evaluation has been made by the BLM Authorized Officer.

- a. If Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony are encountered during an undertaking involving BLM managed lands, the parties will comply with the Native American graves Protection and Repatriation Act (NAGPRA) and its implementing regulations at 43 CFR Part 10, Subpart B.
- b. For cultural resources other than Native American human remains, funerary item, sacred object, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow activities to proceed. The holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the BLM Authorized Officer after consulting with the permit holder. Operations may resume only upon written authorization to proceed from the BLM Authorized Officer.

Vegetation/Weeds

20. The holder will be responsible for controlling noxious weeds within the limits of the right-of-way. Noxious weeds are defined as those which are listed by the Utah Commissioner of Agriculture under the Noxious Weed Act, and those declared noxious by the County in which the ROW resides. The holder will employ weed control methods approved in writing by the BLM Authorized Officer. An approved Pesticide Use Proposal (PUP) must be obtained prior to application of herbicides. Upon coordination with the Authorized Officer, the holder may elect to operate under an approved PUP which the BLM holds, or may apply for its own PUP, either through the Authorized Officer or the BLM Utah State Office. A daily Pesticide Application Report (PAR) must be submitted to the Authorized Officer for each day weeds are sprayed on the ROW.

Wildlife

21. No surface use, ground disturbance or otherwise disruptive maintenance activities would be allowed from April 1 through July 15 without the completion of migratory bird nest surveys within priority habitats. Surveys would focus on bird species identified as priority bird species in Utah through Partner's in Flight and U.S. Fish and Wildlife Service Birds of Conservation Concern. The need for field surveys will be determined by the BLM wildlife biologist. Based on surveys, the BLM wildlife biologist will determine appropriate buffers and timing limitations.
22. No off road travel, surface use or otherwise disruptive activity would be allowed from December 1 through April 15 within identified crucial winter mule deer and/or elk habitat,

from April 1 to June 15 within Bighorn Sheep habitat for lambing season and from October 15-December 15 within Bighorn Sheep habitat for rutting season. These notices may be waived, accepted, or modified by the BLM authorized officer if either the resource values change or the grantee/operator demonstrates that adverse impacts can be mitigated. The grantee/operator must request in writing an exception for construction, ground disturbance, or otherwise disruptive maintenance activities during this time frame. The request for an exception must include duration of activity (exact start and end dates when the action is needed) and specific activity (including number of people, equipment). The BLM authorized officer will review the request to determine current conditions and potential impacts to bighorn sheep and wintering deer/elk. If construction/activities are authorized, implementation would cease when snow depth is > 6" and/or temperatures are < 10^o F.

23. Raptor surveys will be required whenever surface use or otherwise disruptive activity is proposed in association with construction, ground disturbance, or otherwise disruptive maintenance activities within raptor nesting habitat. Field surveys shall be conducted according to protocol and determined to be unoccupied by the BLM authorized officer prior to surface disturbance activities. If nesting sites are identified as a result of the surveys, appropriate buffers and timing limitations would be implemented in accordance with BLM's Best Management Practices for Raptors.
24. No surface use or otherwise disruptive activity would be allowed within 0.5 mile of suitable, Utah prairie dog habitat, identified and mapped by Utah Division of Wildlife Resources since 1976 without prior coordination with the authorizing officer. This notice may be waived, accepted, or modified by the BLM authorized officer if either the resource values change or the grantee/operator demonstrates that adverse impacts can be mitigated. The grantee must request in writing an exception for off road travel, surface use, or otherwise disruptive activity within 0.5 mile of suitable Utah prairie dog habitat. The request for an exception must include activity duration (exact start and end dates when the action is needed) and activity description (including number of people, equipment). Prior to authorizing surface disturbing activities the grantee/operator will coordinate with the BLM authorized officer. Protocol level surveys shall be conducted by BLM approved biologists in areas of known occurrence of suitable Utah prairie dog habitat. Utah prairie dog surveys will be conducted during the active season, April I August 31. The completed survey reports will be submitted to the BLM wildlife biologist for review. The BLM authorized officer will determine current conditions and potential impacts to Utah prairie dog habitat.

Transfer of Federal Ownership/Relinquishment/Assignment

25. In accordance with federal regulations in 43 CFR 2807.21 any proposed transfer of any right or interest in the right-of-way/lease grant shall be filed with the BLM Authorized Officer. An application for assignment shall be accompanied by a showing of qualifications of the Assignee. The assignment shall be supported by a stipulation that the Assignee agrees to comply with and to bound by the terms and conditions of the grant to

be assigned. No assignment shall be recognized unless and until it is approved in writing by the Authorized Officer.

- 26. In the event that the public land underlying the right-of-way/lease (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.

- 27. Prior to termination of the right-of-way/lease, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way/lease. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.

- 28. At least 120 days prior to termination of the authorization, the lessee shall contact the BLM authorized officer to arrange a joint inspection of the lease. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall be prepared by the holder and shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or revegetation. The authorized officer must approve the plan in writing prior to the lessee's commencement of any termination activities.

- 29. The right-of-way/lease shall be relinquished to the United States if the authorized uses are no longer needed.

_____ I reviewed the above stipulations for the installation of microwave towers communication facility, UTU-20066 and agree to follow them.

Authorized Signature

Date

**SAN JUAN COUNTY UTAH
RESOLUTION NO 2024-08**

A RESOLUTION OF THE GOVERNING BODY OF SAN JUAN COUNTY AUTHORIZING THE EXECUTION AND COUNTY ELECTION OF TIER II PUBLIC SAFETY EMPLOYEE RETIREMENT CONTRIBUTIONS FOR THE 2024-2025 STATE FISCAL YEAR

WHEREAS, the San Juan County Board of Commissioners of San Juan County, Utah, are the proper authority to authorize the pick-up of Tier II Public Safety employee retirement contributions; and

WHEREAS, the San Juan County Board of Commissioners employs employees who are eligible for and participate as members in the Public Safety Tier II Contributory Retirement System administered by the Utah Retirement Systems; and

WHEREAS, in accordance with Federal and State law, including Section 414(h)(2) of the Internal Revenue Code, employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions;

WHEREAS, San Juan County Board of Commissioners desire to formally pick up a portion of the employee contributions required to be paid under Subsection 49-23-301(2)(c), as enacted in S.B. 56, Public Safety Tier II Retirement Enhancements (2020 General Session) and modified by S.B. 140, Utah Retirement System Amendments (2024 General Session), for all County employees participating in the Public Safety Tier II Contributory Retirement System; and

WHEREAS, the San Juan County Board of Commissioners is duly authorized to take this formal action on behalf of the County as a participating employer with the Utah Retirement Systems:

NOW, THEREFORE, BE IT RESOLVED that the San Juan County Board of Commissioners, declares that beginning July 1, 2024, the County shall prospectively pick up and pay required employee contributions for all Public Safety employees who are members of the Public Safety Tier II Contributory Retirement System, subject to maximum of 4.73% of compensation for each employee (an increase of 2.14% per employee in July 2024).

BE IT FURTHER RESOLVED that the elected picked up contributions paid by the employer, even though designated as employee contributions for state law purposes, are being paid by the County on behalf of its agency in lieu of the required employee contributions.

BE IT FURTHER RESOLVED that the picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Utah Retirements Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

BE IT FURTHER RESOLVED that the picked up contributions are a supplement and not a salary reduction to the county employees who are eligible for and participating members in the New Public Safety Tier II Contributory Retirement System.

Item 10.

BE IT FURTHER RESOLVED that from and after the date of this pick up, a county employee may not have a cash or deferred election right with respect to the designated employee contributions, including that the employees may not be permitted to opt out of the pick up and may not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the county on behalf of its employees to the Utah Retirement Systems.

PASSED, ADOPTED, AND APPROVED this Resolution on this 18th day of June 2024, by the following vote:

- Those voting aye:
- Those voting nay:
- Those absent or abstaining:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

ATTEST:

Lyman Duncan, Clerk/Auditor

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COMMUNITY REINVESTMENT SERVICES AGREEMENT

THIS COMMUNITY REINVESTMENT SERVICES AGREEMENT (the “**Agreement**”) is entered into this 18th day of June, 2024, (the “**Effective Date**”) by and between the Utah Association of Counties (“**UAC**”) whose address is 5397 South Vine Street, Murray, Utah 84107, and San Juan County Community Reinvestment Agency, (the “**Agency**”), whose corporate address is 117 South Main St, P.O. Box #9, Monticello, Utah 84535. UAC and the Agency are sometimes referred to collectively as the “**Parties**” and individually as a “**Party**”.

The Parties agree that the following recitals are true and accurate to the best of their knowledge.

RECITALS

A. UAC is a Utah non-profit corporation organized and operated pursuant to the Utah Nonprofit Corporation Act and the Cooperative Association Act. UAC is a non-profit entity pursuant to section 501(c)(4) of the Internal Revenue Code. The primary purpose of UAC is to promote social welfare through better county government and, through cooperative and mutual efforts, maintain counties as an essential part of the government structure. Another purpose of UAC is to provide administrative support to counties in delivering services required by law and to pool resources for counties to provide such services where there is a benefit to doing so.

B. The San Juan County Community Reinvestment Agency was created by San Juan County (the “**County**”) (a body corporate and politic of the State of Utah) pursuant to the provisions of, and the Agency continues to operate under Title 17C of the Utah Code, the Limited Purpose Local Government Entities-Community Reinvestment Agency Act and its predecessor statutes (the “**Act**”) for the purposes of conducting urban renewal, economic development, community development, and community reinvestment activities, as contemplated by the Act.

C. As a UAC member in good standing, San Juan County and the Agency are eligible to utilize the UAC Community Reinvestment Services. The Officers of UAC are elected officials from member counties, including the County itself. The Directors of UAC are officials employed by Utah counties, including perhaps the County or Agency itself.

D. The Parties recognize that the Community Reinvestment Services that are subject of this Agreement fall within the purpose of UAC, and that having such services provided by UAC to the Agency would promote social welfare, improve county government, and be economically advantageous for the County and citizens.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Community Reinvestment Services to Be Provided by UAC to the Agency.**

During the term of this Agreement, UAC shall provide (or cause to be provided) the following community reinvestment services (“CRA Services”) to the Agency:

- A. Management of the Agency’s existing project areas, including compliance with mandatory annual reporting.

- B. Assist with Stakeholder Engagement. Identify and engage key stakeholders. Facilitate public meetings and workshops to gather input and address concerns.

- C. Assist the various elected offices of San Juan County with their responsibilities as it relates to the calculation of tax rates, tax increment, and reporting requirements associated with project areas.

- D. When necessary, and as requested by the Agency, communicate with project area developers, legal counsel, and other representatives on the county’s behalf.

- E. Manage the creation of new community reinvestment project areas, including drafting the plan and budget for new project areas, assisting in the negotiations with taxing entities, assisting with document creation, meeting facilitation, and finalizing the project area.

UAC has no obligations to provide services that are outside the reasonable scope of the CRA Services outlined above.

2. **Fees.** In return for the services identified in items 1A-D above, the Agency shall pay UAC a base fee of \$5,000, plus \$1,500 per project area, annually for existing project areas. For services identified in 1E, the Agency shall pay UAC a base fee of \$25,000. On behalf of the Agency, UAC will make reasonable efforts to negotiate a cost reimbursement agreement with any potential developer to recover this cost. All payments shall be made via check or electronic transfer (with transfer instructions to be provided by UAC) to the “Utah Association of Counties.”

3. **Expenses.** The Agency shall reimburse UAC, as follows for certain expenses it incurs in providing the CRA Services.

A. Any unforeseen expenses incurred by UAC in providing CRA Services must be approved by the Agency in writing in advance.

B. Requests for reimbursement shall be submitted in writing by UAC to the Agency within a reasonable period of time after the expense has been incurred. Once an expense has been submitted to the Agency, it shall have 30 days to; a) pay the amount requested, b) deny the request, or c) pay so much of the request as it deems reasonable. If the Agency elects b) or c), it shall provide a written rationale for its decision to UAC. Requests for reimbursement will not be accepted by the Agency more than 30 days after the termination of the Agreement. Failure by the Agency to reimburse reasonable expenses incurred by UAC, according to the terms of this paragraph, shall constitute a material breach of this Agreement.

4. **Term, Termination and Breach of the Agreement.**

A. Term. The term (“Term”) of this Agreement shall be July 1, 2024 through June 30, 2027 and may be renewed an additional three-years by amendment.

B. Renewal. The agreement may be renewed at the options of the Parties, but neither shall have any obligation to renew the Agreement or otherwise negotiate a new agreement.

C. Termination. This Agreement shall renew automatically, unless terminated by the Parties in writing, at the end of the Term. During the Term, either Party may terminate the Agreement, with or without cause, upon thirty (30) days written notice. If the Agency terminates the Agreement without cause during, but before, the end of the Term, no portion of the Annual Fee is refundable, and the Agency is obligated to make any remaining installment payments to UAC. If UAC terminates this Agreement before the end of the Term without cause, it shall refund the Agency a prorated portion of the Annual Fee that has been paid, based on the number of remaining months left in the Term. For purposes of this paragraph, “without cause” means that the non-terminating Party has not materially breached the Agreement, or, if it has, it timely cured the breach as provided herein.

D. Breach. If either Party believes the other has materially breached its obligations under this Agreement, it shall provide written notice to the other Party of the alleged breach and allow that Party ten days from the date of the written notice to cure the breach. If the other Party does not cure the breach within ten days, the non-breaching Party may terminate this Agreement immediately through written notice to the other Party. If any legal proceedings occur as a result of an alleged breach by one of the Parties, the prevailing Party is entitled to an award of all reasonable expenses and fees (including reasonable attorney fees) it incurred as a result of the breach or the allegation of breach.

5. UAC as an Independent Contractor. The relationship of UAC to the Agency under this Agreement shall be that of an independent contractor. No agent, employee or servant of UAC or the Agency shall be deemed to be an employee, agent, or servant of the other Party as a result of this Agreement. None of the benefits provided by each Party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party by virtue of this Agreement. UAC and the Agency shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. UAC and the Agency shall each make commercially reasonable efforts, where appropriate, to inform third parties that UAC is acting as an independent contractor. Nothing herein shall create a partnership or joint venture relationship between the Parties.

6. Conflicts of Interest. The Parties acknowledge, as noted above, that officials from the County or Agency (either elected officials and/or employees) may also serve as officers and/or directors of UAC. In addition, officials from the County or Agency may serve on committees of UAC. As long as such County or Agency officials fully disclose their involvement with the County or Agency to UAC, and their involvement with UAC to the County or Agency, the fact that such individuals are serving in multiple roles shall not, in and of itself, give rise to a conflict of interest that would, in any way, impede the enforceability of this Agreement. If either Party believes that an agent of the County or Agency is involved in a UAC role (i.e., board member, committee member, etc.), such that his or her role with UAC created a conflict of interest that materially jeopardizes either Party's performance of its obligations under this Agreement, that Party shall promptly provide written notice of such conflict of interest to the other Party.

7. Miscellaneous Provisions

A. Each person signing below represents and warrants (a) that he/she is authorized to execute this Agreement for and on behalf of the Party

for whom he/she is signing, (b) that such Party shall be bound in all respects hereby, and (c) that such execution presents no conflict with any other agreement of such Party.

B. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof, and there are no representations, warranties, or agreements, or any conditions contingencies, whether express or implied, or oral or written, except as set forth herein. This Agreement may be modified only in writing executed by the Parties.

C. No assignment or delegation of this Agreement or of any of the rights or obligations hereunder by any Party hereto shall be valid without the prior written consent of the other Party or Parties.

D. This Agreement shall be governed by the laws of the State of Utah. Any litigation arising out of this Agreement shall be conducted in applicable courts in Salt Lake County, Utah, and the Parties expressly agree and consent to such jurisdiction and venue.

E. This agreement shall be constructed as if equally drafted by the Parties, and no rules of strict construction against any Party shall be applied.

F. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision(s) shall be limited or eliminated only to the extent necessary to remove such invalidity, illegality, or unenforceability, and the other provisions of this Agreement shall not be affected thereby.

G. All written notices or communications required or permitted to be given under this Agreement shall be sufficient if delivered personally, via email, or mailed postage prepaid by first class, registered or certified mail posted in the United States and addressed as identified in the opening paragraph of the Agreement. Such notices or communications shall be treated as being effective when delivered, if delivered personally, or by email. If sent by mail, they shall be treated as being effective at the earlier of actual receipt or seventy-two (72) hours after the same has been deposited in a regularly maintained receptacle for the deposit of United States mail.

Notice to UAC shall be delivered to:

Utah Association of Counties
Attn: Brandy Grace
5397 South Vine Street
Murray, Utah 84107

Notice to the Agency shall be delivered to:

San Juan County Community Reinvestment Agency
117 South Main St
PO Box #9
Monticello, Utah 84535

IN WITNESS WHEREOF, the Parties have voluntarily executed this Agreement as of the day and year stated above.

UTAH ASSOCIATION OF COUNTIES, INC.

Brandy Grace, CEO

SAN JUAN COUNTY COMMUNITY REINVESTMENT AGENCY

Jamie Harvey, Chair