



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
August 20, 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 Meet link <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.

ATTORNEY OATH OF OFFICE

1. Judge Lyon Hazleton to Perform Oath of Office for Mitchell Maughan to Office of County Attorney

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.

2. Approval of \$32,797.23 in Small Purchases: \$2,071.25 for Turbocharger Ford Asy for the San Juan County Road Department, \$2,350 to Remove and Replace 3.5 Ton A/C Evaporator Coil for the Monticello Library, \$18,430.98 for Flood Lights, Wall Packs and Arena Light and \$9,945 for the San Juan County Speaker System at the Fair Grounds.

- [3.](#) Approval of the August 6, 2024 Board of Commission Work Meeting Minutes
- [4.](#) Approval of the August 6, 2024 Board of Commission Meeting Minutes
- [5.](#) Approval of the Check Registers for August 2 to August 16, 2024
- [6.](#) Approval of the Emergency Management Performance Grant Program for Fiscal Year 2024 through 2025
- [7.](#) Approval of the San Juan County Health Department Tobacco Contract Between San Juan County and the State of Utah Department of Health and Human Services for Fiscal Year 2021 through Fiscal Year 2025, Amendment 8
- [8.](#) Ratification of the Airport Improvement Program Grant Agreement for the Cal Black Memorial Airport between the State of Utah and San Juan County

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

- [9.](#) Presentation for the Manti-La Sal National Forest Plan Revision update. Josey Muse, Acting Forest Planner of the U.S. Forest Service

BUSINESS/ACTION

- [10.](#) Consideration and Approval of a Contract for Keynote Speaker, Deb Brown, for the San Juan County Business Basecamp Conference to be Located at the, Utah State University Arts and Event Center. Elaine Gizler, Economic Development Director
- [11.](#) Consideration and Approval of the Standard Service Provider Contract with Lyle Northern Electric for the installation of LED lighting at the Fairgrounds Arena. Sam Long, Facilities Maintenance Director
- [12.](#) Consideration and Approval of the Axon Contract Purchase for the Purchase of Body Camera's (4) and Fleet (3) Vehicle Camera Systems for the San Juan County Sheriff's Office. Scott Sandefur, Sheriff Deputy
- [13.](#) Consideration and Approval of the County Correction Therapist and Correction Officers Vehicle Use Policy Updates. Sheriff Lehi Lacy
- [14.](#) Consideration and Approval of the Cal Black Memorial Airport Contract between Lyle Northern Electric, Inc and San Juan County to Relocate and Replace the Automated Weather Observing System and Replace the Beacon. 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**

OATH OF OFFICE

STATE OF UTAH

I, Mitchell Maughan, *having been elected or appointed to*
Print Name

the office of San Juan County Attorney

do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of the State of Utah, and that I will discharge the duties of my office with fidelity.

Signature

State of Utah, San Juan
County of

Subscribed and sworn to before me this 20th *day of* August, 2024

*Person Administering Oath

Justice Court Judge

Title

*Utah Code § 78B-1-142: "Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations."

File oath by sending to: Oath of Office, Utah State Archives, 346 Rio Grande, Salt Lake City, UT, 84101

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



Purchase From
Larry H Miller State Contracted
1340 500 West,
Salt Lake City, Utah 84115

Deliver To
San Juan County Road Dept.
885 East Center Street,
PO Box 188,
Monticello. Utah 84535
Attention To :

Purchase Order
P. O. No#
Date 8/6/2024
Your Ref#
Our Ref#
Credit Terms Cash

Attention To :

Product ID	Description	Quantity	Unit Price	Amount
C3Z6K682B	Turbocharger Ford Asy	1	\$1,821.25	\$1,821.25
	Core	1	\$250.00	\$250.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head:	
County Admin:	

Sub Total	\$2,071.25
Tax	Exempt
Freight	
Invoice Total	\$2,071.25
Amount Paid	
Balance Due	\$2,071.25

Terms and Conditions:

Save today on select parts from Mazda, Volvo, GM, VW, Mercedes-Benz, Nissan, Infiniti, Toyota, Mopar, Lexus and [now International / IC Bus](#)!

[Click here for details](#)



10500 N. 4000 E. SUITE 1000
MONTICELLO, UT 84535
Call Center

PLEASE USE THE SEARCH BAR TO FIND THE PART YOU WANT TO ADD TO YOUR CART

Parts List

Add Parts to List **Upload File** CSV or text format and

Part Number	Part Description	Brand	Promotion	Pricing	Req Qty	Availability	Delivery option	Net Price
C3Z9T514A	Kit - Gasket	Ford		List Price: \$158.50 Price: \$118.87	1	In Stock	Standard ▾	\$118.87
C3Z6K682B	Turbocharger Asy	Ford		List Price: \$2,428.33 Price: \$1,821.25 Core: \$250.00	1	Available	Standard ▾	\$1,821.25

Promo Code

repairLink Shop is now using digital payments! [Add a payment method](#) for a faster and more secure checkout experience.

Cart Total: **\$1,940.12**

Total Core Price: **\$250.00**

Total: **\$2,190.12**

Cart Name

PO# 56520

Note

please ship to Monticello Shop
885 E Center St Monticello Utah 84535



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PURCHASE ORDER

San Juan County

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



Purchase From
 Codale Electric Supply
 5225 W 2400 S
 Salt Lake City, UT 84120
 801-975-5551
 Jared Done

Deliver To
 SJC Fairgrounds
 917 E Center St
 Monticello, UT 84535
 801-891-5513
 Samuel Long

Purchase Order
 P. O. No# Arena Lights
 Date: 8/14/2024
 Your Ref#
 Our Ref#
 Credit Terms

Contract #

Product ID	Description	Quantity	Unit Price	Amount
	Flood Lights X17XFU-140-SF-W	2	\$280.24	\$560.48
	Wall Packs AXCS4ARL-AP	5	\$201.50	\$1,007.50
	Arena Light Option 2	1	\$16,863.00	\$16,863.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approval

Department Head: *Samuel Long*

County Admin: *Mark McDonald*

Sub Total	\$18,430.98
Tax	
Freight	
Balance Due	\$18,430.98

San Juan County should be tax exempt. Please make sure anything you submit has no tax

Expiration Date: 08/23/24

Quotation

TO:
 SAN JUAN COUNTY
 C/O SAMUEL LONG
 117 S MAIN ST
 PO BOX 338
 MONTICELLO, UT 84535

Project Info:
 Project: SAN JUAN COUNTY FAIRGROUND
 Job #: 18839
 Bid Date: 07/24/24
 Bid Time: 02:00 PM MDT
 Quoter: Jared Done

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
	0		OPTION 1 - 23.5 FC OPTION	Unit	0.000/EA	0.00
	16	ORE LIGH	GMR1 600 N4 57K BK UNV TAP LAS	ORE LIGH	13,415.000	13,415.00
Base Bid Total						13,415.00

FLOOD LIGHTS AND WALL PACKS

	2	RAB LIGH	X17XFU-140-SF-W	Unit	280.240/EA	560.48
	5	COOPER L	AXCS4ARL-AP	Unit	201.500/EA	1,007.50
Subtotal of FLOOD LIGHTS AND WALL PACKS						1,567.98

OPTION 2 - 36 FC OPTION

	10	ORE LIGH	GMR1 850 N3 57K UNV TAP LAS	ORE LIGH	16,863.000	16,863.00
	6	ORE LIGH	GMR1 850 N4 57K UNV TAP LAS	ORE LIGH		
Subtotal of OPTION 2 - 36 FC OPTION						16,863.00

From:
 Codale Electric Supply - 1SLC
 801-975-7300
 5225 WEST 2400 SOUTH
 SALT LAKE CITY, UT 84120-1264
 Printed By: Jared Done

Notes
 All transactions are subject to and exclusively governed by our Term and Conditions of Sale, which are incorporated herein and available at: www.codale.com/terms. Additional or conflicting terms are rejected, void, and of no force or effect.



Project: SAN JUAN COUNTY FAIRGROUND
Expiration **08/23/24**

Quotation

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
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OPTION 3 - TECHLINE PREMIUM OPTION

	14	TECHLINE	TSLM-8SV-NLV	TECHLINE	54,770.116	54,770.12
	2	TECHLINE	TSLN-8SV-NLV	TECHLINE		
Subtotal of OPTION 3 - TECHLINE PREMIUM OPTION						54,770.12

TURNKEY INSTALL

	1	TECHLINE	TURNKEY INSTALL INTEGRATED DRIVERS	Unit	26,132.571/EA	26,132.57
Subtotal of TURNKEY INSTALL						26,132.57

TURNKEY INSTALL FOR REMOTE DRIVERS

	1	TECHLINE	TURNKEY INSTALL - REMOTE DRIVERS	Unit	32,335.329/EA	32,335.33
Subtotal of TURNKEY INSTALL FOR REMOTE DRIVERS						32,335.33

From:
 Codale Electric Supply - 1SLC
 801-975-7300
 5225 WEST 2400 SOUTH
 SALT LAKE CITY, UT 84120-1264
 Printed By: Jared Done

Total <small>Including Listed Alternates</small>	145,084.00
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Notes
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Proposal

Page # _____ of _____ Pages

Attch:
Som Long

ACTION AIR INC.
39 S. 1620 E.
BLANDING, UT. 84501

PROPOSAL SUBMITTED TO: San Juan County	JOB NAME: A/C Coil Replace	JOB #
ADDRESS: 117 S. Main	JOB LOCATION: Monticello Library	DATE
Monticello UT. 84535	DATE OF PLANS: N/A	ARCHITECT: N/A
PHONE #: San 801 891-5518	FAX #: N/A	

We hereby submit specifications and estimates for: **Removing + Replacing 3.5 Ton A/C Evaporator Coil. Removing + Replacing Liquid Line Filter Drier. Recharging Unit with R-410 A Freon. Bid will include Labor, Material + Freight to complete Job**

Existing Coil has now repairable Freon leak.

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: **2350.00**
\$ Two thousand Three Hundred Fifty + 00/100 Dollars
 with payments to be made as follows: **Net Due 30 days upon completion**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Michael J. [Signature] 8-8-2024

Note - this proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



1012 South 300 West, Blanding, UT, 84511 * 435-678-2500

Attn: Sam Long
Phone: 801-891-5513
Email: samlong@sanjuancounty.org
Company: San Juan County
Address: 117 S Main, 117 S Main, Monticello,
UT, 84535

Date: Aug 13, 2024
Re: Evap Coil Replacement
File Number: 227
Property: Monticello Library
Address: 80 N Main Street, Monticello, UT,
84535

As requested, we are pleased to offer our proposal for the above referenced project as follows:

SCOPE OF WORK

Evap Coil Replacement	\$2,904.80
Remove existing CNPVP4221 3.5 ton evap coil , recover any refrigerant left in system. Replace coil with new CNPVP4221 3.5 ton coil. Nitrogen test and purge system. Add in new R-410a refrigerant and set charge to correct amount. Start up and test system	

Total	\$2,904.80
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Total Proposal as Outlined Above.....	\$2,904.80
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Not Included in our Scope of Work:

- This does not include any obligation, performance or bid bonding.
- The furnishing or installation of any electrical power 120 volt or above
- Any sheet rock repair of areas that may be affected by above scopes
- Further, any other equipment or devices that are existing or that are to be reused as allowed by specification or agreement shall not be our responsibility, nor shall we be required to repair, replace, warranty, or guarantee its suitability for use.

Thank you for allowing us to proceed by authorizing the work in the space provided below.

Sincerely,
Javan Shumway
President

ACCEPTANCE OF PROPOSAL

This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.

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



Purchase From
 City Center Sound and Stage State Contracted
 1354 West 800 North
 Clinton, Utah 84015
 Phone: 801-549-8736
 Attention To :

Deliver To
 San Juan County

 Attention To : Anna

Purchase Order
 P. O. No#
 Date 8/16/2024
 Your Ref#
 Our Ref#
 Credit Terms Invoice

Product ID	Description	Quantity	Unit Price	Amount
Various	Speaker System	1	\$9,945.00	\$9,945.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head: _____

County Admin: Mack McDonald

Sub Total	\$9,945.00
Tax	Exempt
Freight	\$0.00
Invoice Total	\$9,945.00
Amount Paid	
Balance Due	\$9,945.00

Terms and Conditions:



ESTIMATE

CITY CENTER SOUND AND STAGE
1354 WEST 800 NORTH
CLINTON, UT 84015

citycentersound@gmail.com
+1 (801) 549-8736
www.citycentersound.com

Bill to

SAN JUAN COUNTY

Estimate details

Estimate no.: 153196
Estimate date: 08/16/2024

#	Product or service	Description	Qty	Rate	Amount
1.	AWC159	15" 300 WATT INDOOR/OUTDOOR 70V SPEAKER	4	\$1,430.00	\$5,720.00
2.	CDI1000	CROWN 70V AMPLIFIER 500 WATTS	1	\$1,125.00	\$1,125.00
3.	SOUNDCRAFT UI-12	12 CHANNEL DIGITAL MIXER WITH WIRELESS CONTROL	1	\$400.00	\$400.00
4.	SHIPPING AND HANDLING	SHIPPING CHARGES FOR NEW EQUIPMENT	1	\$350.00	\$350.00
5.	TRANSPORT	TRANSPORTATION COST TO MONTICELLO	1	\$150.00	\$150.00
6.	LABOR	INSTALLATION OF GOODS	1	\$2,200.00	\$2,200.00
7.		BOOM TRUCK OR SCISSOR LIFT WILL NEED TO BE PROVIDED FOR INSTALL.			
				Total	\$9,945.00

Note to customer

This quote is good for 30 days.

Accepted date

8/16/2024

Accepted by

Mark McDonald



BOARD OF COMMISSIONERS WORK SESSION MEETING
 117 South Main Street, Monticello, Utah 84535. Commission Chambers
 August 06, 2024 at 9:00 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/1153681.MP3>

Video: https://www.youtube.com/watch?v=S_bhS1xcISU

CALL TO ORDER

Time Stamp 0:00:01 audio & 0:06:15 video

Commission Vice Chair Silvia Stubbs called the meeting to order at 9:10 am.

ROLL CALL

Time Stamp 0:00:12 audio & 0:06:27 video

PRESENT

Silvia Stubbs
 Bruce Adams
 Jaime Harvey

STAFF

Mack McDonald, Chief Administrative Officer (CAO)
 Lyman W. Duncan, Clerk/Auditor
 Brittany Ivins, County Attorney
 Mitch Maughan, Deputy Attorney
 TJ Adair, Road Superintendent

AGENDA ITEMS

1. Presentation for possible interest in Active and Public Transit Planning for San Juan County.
 Lacey Meyer, Community Development Strategist

Time Stamp 00:10:01 audio & 0:16:16 video

Lacey Meyer, Southeastern Utah Association of Local Governments Community Development Strategist, presented the discussion for creating a baseline for Public Transit Plan for the four counties: Grand, Carbon, Emery, and San Juan. Ideas were expressed about extending the Salt Lake Express to Montezuma Creek and Monument Valley. Lacey will set up a future meeting for all the area stakeholders to gather and discuss the needs of the area population. Lacey introduced Corrinne (Community Planning) and Louisa (Grant Writer) as fellow SEULG employees willing and anxious to serve San Juan County.

2. Presentation to discuss the potential de-obligation of Federal Emergency Management Agency Hazard Mitigation Grant Program. Tammy Gallegos, Emergency Manager

Time Stamp 0:00:27 audio & 0:06:42 video

Tammy Gallegos, County Emergency Manager, presented the details behind the potential de-obligation of the FEMA Hazard Mitigation Grant Program. There are two grants in the FEMA Grant Program. The original grant provided for the construction of three debris basins. The other grant provides for one debris basin. The costs are increasing each year for each proposal. The county will focus on one debris basin for the near term.

3. Presentation to address Noxious Weed problem in San Juan County. Mitchell Maughan, Deputy County Attorney

Time Stamp 0:46:10 audio & 0:52:25 video

Mitch Maughan, Deputy County Attorney, discussed the preliminary weed control plan that he has researched over the past several weeks. He stated that a complaint regarding noxious weeds would initiate a letter from the Weed Control Board. The property owner then has five days to remove the weeds, if this fails, they shall receive another letter, with five more days to remove the noxious weeds. Overall, they have ten days to appeal. If this fails, the weed control board will spray the noxious weeds and bill the property owner for the weed control expenses. There was additional discussion regarding the creation of a weed control district and the attaching of a mill levy.

ADJOURNMENT

Time Stamp 1:09:20 audio & 1:15:35 video

Work Meeting was adjourned at 10:15 am.

EXECUTIVE SESSION

Motion to Enter Executive Session by commissioner Adams, Seconded by Commission Vice Chair Stubbs.

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

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

APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
August 06, 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/1153681.MP3>

VIDEO: <https://www.youtube.com/watch?v=NTYuNIhDTKc>

CALL TO ORDER

Time Stamp 0:00:07 audio

Commission Chair Jaime Harvey called the meeting to order at 11:04 am.

ROLL CALL

Time Stamp 0:00:20 audio

PRESENT

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

STAFF

Mack McDonald, Chief Administrative Officer (CAO)
Lyman W. Duncan, Clerk/Auditor
Brittany Ivins, County Attorney
Mitch Maughan, Assistant County Attorney

INVOCATION

Time Stamp 0:00:45 audio

Jon Haderlie, audit partner with Larson & Company, offered the prayer.

PLEDGE OF ALLEGIANCE

Time Stamp 0:02:00 audio

Commission Chair Harvey led the audience in the Pledge of Allegiance.

CONFLICT OF INTEREST DISCLOSURE

Time Stamp 0:02:35 audio

Commission Chair Harvey asked the commissioners if there were any conflicts of interest with today's agenda. All three confirmed there were no conflicts.

PUBLIC COMMENT

*Public comments will be accepted through the following Zoom Meet link
<https://us02web.zoom.us/j/82171709527> Meeting ID: 821 7170 9527 One tap
 mobile+16699006833,,82171709527# US (San Jose)*

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

Time Stamp 0:03:05 audio

Mack presented the public comment portion of the commission meeting. He stated that no one raised their hand online or signed up on the sheet in the commission chambers.

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

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

Time Stamp 0:03:35 audio & 0:00:05 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, Commission Chair Harvey, Commissioner Vice-Chair Stubbs

1. Approval of the Small Purchase of \$2,519.96 for USA Remote Program for the San Juan County Road Department
2. Approval of the July 16, 2024, Board of Commission Meeting Minutes
3. Approval of the July 12, 2024, to August 1, 2024, Check Register

4. Approval of the January to June 2024 First and Second Quarter Financial Statements
5. Approval of the Public Health Emergency and Healthcare Preparedness Programs Contract with Utah Department of Health and Human Services and San Juan County Fiscal Year 2022 Amendment 3
6. Approval of the San Juan County Minimum Performance Standards Contract State with Utah Department of Health and Human Services and San Juan County for State Fiscal Year 2022 Amendment 3. Grant Sunada, Public Health Director
7. Approval of the Re-Appointment of Doug Christensen to the San Juan Health District Board for an Additional Four-Year Term expiring in 2028.
8. Approval of the Appointment of Brad Bunker to a Four-Year Term Expiring in December of 2028 Representing the Monticello Area on the San Juan Water Conservancy District Board.

BUSINESS/ACTION

9. Presentation and Acceptance of the 2023 Fiscal Year Audit Report by Larson and Company, PC. Jon Haderlie, CPA, Partner

Time Stamp 0:06:52 audio & 0:03:22 video

Jon Haderlie, Audit Partner with Larson & Company, presented the 2023 Fiscal Year audit for approval. The opinion was unmodified, which is positive for the county. Jon stressed the strengthening of the internal control procedures within the county accounting structure.

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

10. CONSIDERATION AND ADOPTION OF A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS APPOINTING _____ AS THE COUNTY ATTORNEY COMPLETING THE TERM BEING VACATED OFFICIALLY ON AUGUST 16, 2024, BY THE ELECTED COUNTY ATTORNEY BRITTNEY IVINS WHICH TERM EXPIRES DECEMBER 31, 2026. Lyman Duncan, County Clerk/Auditor

Time Stamp 0:29:35 audio & 0:26:05 video

Lyman W. Duncan, Clerk/Auditor, presented the timeline for the replacement for the soon to be vacant county attorney position. Brittany Ivins has resigned effective August 16, 2024. Commissioner Adams motioned for Mitch Maughan to fill the remaining 2 years and four months of the unexpired term.

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

11. CONSIDERATION AND ADOPTION OF A RESOLUTION BY THE BOARD OF SAN JUAN COUNTY COMMISSIONERS THAT THE FORM OF AMENDED CAFETERIA PLAN INCLUDING A HEALTH FLEXIBLE SPENDING ACCOUNT AND DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT EFFECTIVE JANUARY 1, 2024, AUTHORIZING A REPRESENTATIVE OF SAN JUAN COUNTY THE ADMINISTRATION OF THE PLAN ONE OR MORE COUNTERPARTS OF THE PLAN.
Crystal Brake, Human Resources Director

Time Stamp 0:35:46 audio & 0:32:16 video

Crystal Brake, HR Director, presented the proposed plan for continuing with the cafeteria plan for the employees' health plan.

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

12. Consideration and Approval for the San Juan Children's Justice Center Advisory Board By-Laws. Robert Nieman, Children's Justice Center Director (CJC)

Time Stamp 0:37:28 audio & 0:33:58 video

Robert Nieman, CJC Director, presented the draft Board By-Laws for the commission to review and approve. The final Board By-Laws will be presented in a future commission meeting.

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

13. Consideration and Approval to Update the Interlocal Agreement Between San Juan County and Grand County for Trail System in the Region. Elaine Gizler, Economic Development Director

Time Stamp 0:41:18 audio & 01:37:48 video

Mack, CAO, presented the Interlocal agreement for the trail system for the commission to review and approve. The trail system will allow a hiker or cyclist to travel from Spanish Valley to Moab.

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

14. Consideration and Approval of the Assignment Agreement between San Juan County and Grand County. Elaine Gizler, Economic Development Director

Time Stamp 0:45:55 audio & 0:42:25 video

Mack, CAO, presented the assignment agreement between San Juan & Grand County for the development of the Mud Springs trail system.

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

15. Consideration and Approval of the Standard Service Provider Contract Between Tri-Hurst Construction and San Juan County to Repair and Replacement of the Roof and Exterior Trim on the County Administration Building. Sam Long, Facilities Maintenance Director

Time Stamp 0:48:27 audio & 0:44:57 video

Sam Long, Facilities Maintenance Director, presented the contract between Tri-Hurst Construction for the replacement of the roof and repair of the building trim.

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

16. Consideration and Approval of the Standard Service Provider Contract Between Tri-Hurst Construction and San Juan County for Concrete Replacement at the County Administration Building. Sam Long, Facilities Maintenance Director

Time Stamp 0:49:54 audio & 0:46:24 video

Sam Long, Facilities Director, presented the contract for the concrete repair on the administrative building. The entrances are covered in steel, these will be removed and

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

17. Consideration and Approval of the Standard Service Provider Contract Between Redd Mechanical LLC and San Juan County for Replacement of the Boiler, HVAC Piping, and Domestic Water Piping in the County Administration Building. Sam Long, Facilities Maintenance Director

Time Stamp 0:50:55 audio & 0:47:25 video

Sam Long, Facilities Director, presented the contact with Redd Mechanical, for the replacement of the boiler, hvac piping, and domestic water piping for the administrative building.

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

18. Consideration and Approval of a Sole Source Contract between San Juan County and Lyle Northern Electric, Inc for the Installation of a Back-Up Generator for the County Emergency Operations Center. Tammy Gallegos, Emergency Operations Manager

Time Stamp 0:54:35 audio & 0:51:05 video

Tammy Gallegos, Emergency Operations Manager, presented the contract with Lyle Northern for the commission to review and approve.

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

19. Consideration and Approval of the Public Health Emergency and Healthcare Preparedness Programs Contract with Utah Department of Health and Human Services and San Juan County for Fiscal Year 2024 through 2028. Grant Sunada, Public Health Director

Time Stamp 0:55:57 audio & 0:52:27 video

Grant Sunada, Public Health Director, presented the contract with Utah Department of Health for the commission to review and approve. The contract is for \$125,610 and requires a 10% match from the county.

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

20. Consideration and Approval for the First Supplemental Memorandum of Agreement for Prosecutorial Services Between the Utah Attorney General's Office and San Juan County Attorney's Office. Brittney Ivins, San Juan County Attorney

Time Stamp 1:00:28 audio & 0:56:58 video

Brittany Ivins, County Attorney, presented the agreement with the Utah Attorney General's Office (for help with an additional murder case).

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

21. Consideration and Approval of the Certified Local Government Grant Contract for year 2024-2024 with the State of Utah Department of Culture and Community Engagement and San Juan County for a Structural Assessment and Possible Repairs to the St. Christopher's Mission's Historic Clinic Program. Mack McDonald, Chief Administrative Officer

Time Stamp 1:03:35 audio & 1:00:05 video

Mack presented the contract for a structural assessment for the St Christopher's Mission's clinic program.

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

22. Consideration and Approval for the Competitive Grant Award Between San Juan County and the State of Utah, Department of Public Safety, Bureau of Emergency Medical Services for \$84,105 for the County EMS Program. Mack McDonald, Chief Administrative Officer

Time Stamp 1:07:28 audio & 1:03:58 video

Mack presented the grant award between the State of Utah EMS program and San Juan County. Mack stated that additional paramedics are needed within the county and the grant will help provide EMS education for the prospective applicants.

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

23. Consideration and Approval for the Merchant Account Agreement between Select Bankcard, Mission Valley Bank, FFB Bank and San Juan County. Mack McDonald, Chief Administrative Officer

Time Stamp 1:13:20 audio & 1:09:50 video

Mack presented the merchant account agreement for the commission to review and approve. The contract relates to JCI Billing (JCI bills on behalf of the county EMS). The agreement allows for the establishment of a way for patients to pay online.

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

COMMISSION REPORTS

Time Stamp 1:16:47 audio & 1:13:17 video

Commission Vice Chair Stubbs spoke of traveling to Navajo Mountain and then to Monument Valley for the groundbreaking of the new USU campus building. She will be attending the Seven County Coalition meeting this week. She will also be at the county fair.

Commissioner Adams spoke about the trip to Louisville for the annual UCIP training. He will also be attending the events at the county fair.

Commission Chair Harvey met recently with the Navajo Nation Fire Department. The conversation focused on testing the waters to see if they were interested in taking over the county fire assets in Monument Valley. They will meet again in the next few weeks. He also met with the Navajo Nation Transportation department in Tsinidini, NM. The Nation is considering paying for the past-due services provided by San Juan County Roads department over the past three or four years. They will meet again in October. He has been attending meetings with the Public Health Department. Commissioner Harvey will be attending the Bears Ears Advisory Committee this Thursday. The chapters in Utah are having their monthly meetings and he will be attending each of them.

EXECUTIVE SESSION

Time Stamp 1:41:40 audio

- 24. Make a Motion to Enter Into A Closed Executive Session to Discuss The Character, Professional Competence, or Physical or Mental Health of an Individual As Permitted Under UCA 52-4-205.

Motion by Commissioner Adams, Seconded by Commission Vice Chair Stubbs.

ADJOURNMENT

Time 2:25 pm.

Motion by Commissioner Adams, Seconded by Commission Vice Chair Stubbs.

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

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

APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

**San Juan County
Check Register
All Bank Accounts - 08/02/2024 to 08/16/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
4 Rivers Equipment LLC	129924	4Rivers1658547	07/26/2024	08/14/2024	194.61	4Rivers1658547	214412250 - Equipment Operation	
					\$194.61			
Abbott Law Firm	129925	AbbottLawFV137	08/14/2024	08/14/2024	385.00	AbbottLawFV137	104126310 - Professional and Technica	
					\$385.00			
Acumen Fiscal Agent LLC	129993	Acumen55679+	08/14/2024	08/14/2024	10,230.88	55679,56123,55563,56000	104685615 - Contracts	
Acumen Fiscal Agent LLC	129993	Acumen56274	08/14/2024	08/14/2024	108.63	Acumen56274	104685615 - Contracts	
Acumen Fiscal Agent LLC	129993	AcumenUT07202	08/14/2024	08/14/2024	472.00	AcumenUT072024	104685615 - Contracts	
					\$10,811.51			
					\$10,811.51			
AirMedCare	129926	airmedcare15031	07/26/2024	08/14/2024	7,015.00	airmedcare1503107232024	102228500 - Air Med Care	
					\$7,015.00			
Allstate Insurance	129927	allstate022324	08/12/2024	08/14/2024	-1,214.09	allstate022324	102237000 - Allstate	
Allstate Insurance	129927	allstate07132024	08/14/2024	08/14/2024	13,985.25	allstate07132024 backlog for Hosp Indem	102237000 - Allstate	
Allstate Insurance	129927	PR070724-662	07/12/2024	08/14/2024	534.78	Allstate Hospital Indemnity	102237000 - Allstate	
Allstate Insurance	129927	PR070724-662	07/12/2024	08/14/2024	681.74	Allstate Critical Illness	102237000 - Allstate	
Allstate Insurance	129927	PR070724-662	07/12/2024	08/14/2024	900.34	Allstate Accident	102237000 - Allstate	
Allstate Insurance	129927	PR070724-662	07/26/2024	08/14/2024	-21.58	Allstate Hospital Indemnity	102237000 - Allstate	
Allstate Insurance	129927	PR070724-662	07/26/2024	08/14/2024	-8.68	Allstate Accident	102237000 - Allstate	
Allstate Insurance	129927	PR070824-662	07/12/2024	08/14/2024	93.31	Allstate Critical Illness	102237000 - Allstate	
Allstate Insurance	129927	PR070824-662	07/12/2024	08/14/2024	116.05	Allstate Hospital Indemnity	102237000 - Allstate	
Allstate Insurance	129927	PR070824-662	07/12/2024	08/14/2024	175.89	Allstate Accident	102237000 - Allstate	
Allstate Insurance	129927	PR072124-662	07/26/2024	08/14/2024	475.56	Allstate Hospital Indemnity	102237000 - Allstate	
Allstate Insurance	129927	PR072124-662	07/26/2024	08/14/2024	652.46	Allstate Critical Illness	102237000 - Allstate	
Allstate Insurance	129927	PR072124-662	07/26/2024	08/14/2024	891.97	Allstate Accident	102237000 - Allstate	
Allstate Insurance	129927	PR072224-662	07/26/2024	08/14/2024	93.31	Allstate Critical Illness	102237000 - Allstate	
Allstate Insurance	129927	PR072224-662	07/26/2024	08/14/2024	116.05	Allstate Hospital Indemnity	102237000 - Allstate	
Allstate Insurance	129927	PR072224-662	07/26/2024	08/14/2024	161.30	Allstate Accident	102237000 - Allstate	
					\$17,633.66			
					\$17,633.66			
Alvarado, Kahryme	129856	KahrymeAlvarado	08/06/2024	08/06/2024	1,000.00	KahrymeAlvarado7624.pdf	104625240 - Office Expense	
					\$1,000.00			
Amazon Capital Services	129928	amazon11FD-KW	08/12/2024	08/14/2024	265.60	amazon11FD-KW1X-3G6K	214412250 - Equipment Operation	
Amazon Capital Services	129928	amazon1JJ4-DJC	08/12/2024	08/14/2024	30.90	amazon1JJ4-DJCX-DQD9	214412250 - Equipment Operation	
Amazon Capital Services	129928	amazon1XHP-K	08/12/2024	08/14/2024	101.14	amazon1XHP-KWX1-FTKD	104256250 - Equipment Operation	
					\$397.64			
					\$397.64			
Arrow Consulting	129863	arrowconsulting3	08/06/2024	08/07/2024	480.00	arrowconsulting3132024	104156310 - Professional and Technica	
					\$480.00			
B&K Technology Solutions LLC	129929	ATR33929	08/12/2024	08/14/2024	211.20	ATR33929	104151480 - Special Department Suppl	
					\$211.20			
Blanding City	129930	BC07252024	08/12/2024	08/14/2024	402.01	BC07252024	255007.270 - Indirect Admin Utilities	
Blanding City	129930	BlandingCityEM5	08/12/2024	08/14/2024	182.42	BlandingCityEM500790001_7.25.24	264350270 - Utilities	
					\$584.43			
					\$584.43			

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Blanding Storage	129931	BS080624	08/12/2024	08/14/2024	160.00	BS080624	255310.260 - PHEP Preparedness Buil	
					\$160.00			
Blomquist Hale Consulting Group Inc	129932	BlomquistHaleAu	08/12/2024	08/14/2024	784.80	BlomquistHaleAug24-6161	104965140 - Other Employee Benefits	
					\$784.80			
Blue Mountain Foods	129864	BMF01386909	08/06/2024	08/07/2024	41.40	BMF01386909	104677323 - Meals - Monticello	
Blue Mountain Foods	129864	BMF01387946	08/06/2024	08/07/2024	9.10	BMF01387946	104230480 - Kitchen Food	
Blue Mountain Foods	129864	BMF01389657	08/06/2024	08/07/2024	26.67	BMF01389657	104210330 - Employee Education	
Blue Mountain Foods	129864	BMF01389793	08/06/2024	08/07/2024	37.80	BMF01389793	104678323 - Meals - Monticello	
Blue Mountain Foods	129864	BMF02290444	08/06/2024	08/07/2024	3.96	BMF02290444	104230480 - Kitchen Food	
Blue Mountain Foods	129864	BMF02292210	08/06/2024	08/07/2024	19.67	BMF02292210	104230480 - Kitchen Food	
Blue Mountain Foods	129864	BMF02293195	08/06/2024	08/07/2024	25.45	BMF02293195	104677323 - Meals - Monticello	
Blue Mountain Foods	129864	BMF03360827	08/06/2024	08/07/2024	6.48	BMF03360827	104230610 - Miscellaneous Supplies	
Blue Mountain Foods	129864	BMF03367007	08/06/2024	08/07/2024	396.36	BMF03367007	274230350 - Inmate Commissary Expe	
					\$566.89			
Blue Mountain Foods	129933	BMF01395207	08/13/2024	08/14/2024	450.74	BMF01395207	104230480 - Kitchen Food	
Blue Mountain Foods	129933	BMF01395917	08/12/2024	08/14/2024	12.49	BMF01395917	104144240 - Office Expense	
Blue Mountain Foods	129933	BMF01396951	08/13/2024	08/14/2024	362.40	BMF01396951	274230350 - Inmate Commissary Expe	
Blue Mountain Foods	129933	BMF01400573	08/13/2024	08/14/2024	34.11	BMF01400573	104230480 - Kitchen Food	
Blue Mountain Foods	129933	BMF01403044	08/14/2024	08/14/2024	26.66	BMF01403044	724581620 - Special Programs	
Blue Mountain Foods	129933	BMF02299387	08/13/2024	08/14/2024	9.19	BMF02299387	274230350 - Inmate Commissary Expe	
Blue Mountain Foods	129933	BMF02299454	08/12/2024	08/14/2024	14.28	BMF02299454	214414240 - Office Expense	
					\$909.87			
					\$1,476.76			
Bound Tree Medical LCC	129934	BoundTree85446	08/12/2024	08/14/2024	318.34	BoundTree85446432	264350610 - Miscellaneous Supplies	
					\$318.34			
Brantley Distributing LLC.	129935	brantley24236780	08/12/2024	08/14/2024	526.30	brantley24236780	214412250 - Equipment Operation	
Brantley Distributing LLC.	129935	brantley24236840	08/12/2024	08/14/2024	154.25	brantley24236840	214412250 - Equipment Operation	
					\$680.55			
					\$680.55			
Breedlove, Crystal	129936	CrystalBreedlove	08/12/2024	08/14/2024	26.00	CrystalBreedlove060524	264350230 - Travel Expense	
					\$26.00			
Brooks, Shanon	129865	shannonbrooks07	08/07/2024	08/07/2024	50.00	shannonbrooks072224	724580620 - Miscellaneous Services	
					\$50.00			
Brown, Peter	129937	Pbrown081424	08/14/2024	08/14/2024	512.12	Pbrown081424	104173230 - Travel Expense	
					\$512.12			
Bruckner's Truck & Equipment	129938	brucknersXA1080	08/12/2024	08/14/2024	163.53	brucknersXA10803996501	214412250 - Equipment Operation	
					\$163.53			
BWP Communications	129866	BWP3553	08/06/2024	08/07/2024	55,784.23		255400.615 - Cancer Screening Contra	
					\$55,784.23			
Child Support Services		PR072124-1117	07/26/2024	08/12/2024	425.42	Child Support	102229000 - Other Deductions Payable	
Child Support Services		reversepayrollinv	07/26/2024	08/12/2024	-425.42		102229000 - Other Deductions Payable	
					\$0.00			
Child Support Services	129939	childsupportC001	08/09/2024	08/14/2024	-0.01	childsupportC001361546	102229000 - Other Deductions Payable	

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Child Support Services	129939	chidsupportC001	08/09/2024	08/14/2024	0.01	chidsupportC001392403	102229000 - Other Deductions Payable	
Child Support Services	129939	PR080424-1117	08/09/2024	08/14/2024	425.42	Child Support	102229000 - Other Deductions Payable	
					\$425.42			
					\$425.42			
Cintas Corporation	129867	cintas420100121	08/06/2024	08/07/2024	20.62	cintas4201001215	214414260 - Buildings and Grounds	
Cintas Corporation	129867	cintas420100121	08/06/2024	08/07/2024	76.30	cintas4201001215	102228000 - HSA	
					\$96.92			
					\$96.92			
Cody, Lucille	129868	lucillecody072224	08/07/2024	08/07/2024	50.00	lucillecody072224	724580620 - Miscellaneous Services	
					\$50.00			
Contech Engineered Solutions	129869	29059100	05/14/2024	08/07/2024	2,960.00	SJC Road Dept	214414410 - Road Supplies	
					\$2,960.00			
Dalton, Jed	129940	jeddalton080824	08/12/2024	08/14/2024	80.00	jeddalton080824	214414480 - Special Department Suppl	
					\$80.00			
Dee, Elsie	129941	ElsieDee0809202	08/14/2024	08/14/2024	2,875.18	ElsieDee08092024	104173310 - Professional and Technica	
					\$2,875.18			
Duncan, Lyman	130004	LymanD0813202	08/15/2024	08/15/2024	529.18	LymanD08132024.pdf	104173230 - Travel Expense	
					\$529.18			
Earthgrains Baking Company	129942	Earthgrains85272	08/13/2024	08/14/2024	71.60	Earthgrains852722900004377	104230480 - Kitchen Food	
Earthgrains Baking Company	129942	Earthgrains85722	08/13/2024	08/14/2024	71.60	Earthgrains85722900004342	104230480 - Kitchen Food	
					\$143.20			
					\$143.20			
Emery Telcom	129870	EmeryT2278SZ1	08/06/2024	08/07/2024	2,043.75	EmeryT2278SZ10001.060	104574615 - Contracts	
Emery Telcom	129870	EmeryTelecom98	08/06/2024	08/07/2024	107.77	EmeryTelecom987300_08012024	104230350 - State Prisoner Expenses	
					\$2,151.52			
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	44.44	EmeryTelcom3324200_7.1.24	104210280 - Telephone	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	79.95	EmeryTelcom3324200_7.1.24	104225270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	79.95	EmeryTelcom3324200_7.1.24	574424270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	84.95	EmeryTelcom3324200_7.1.24	104255270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	104.95	EmeryTelcom3324200_7.1.24	104163270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	209.90	EmeryTelcom3324200_7.1.24	104672270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	269.90	EmeryTelcom3324200_7.1.24	214414270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	529.85	EmeryTelcom3324200_7.1.24	104151280 - Telephone	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	44.44	EmeryTelcom33242008.01.24	104210280 - Telephone	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	79.95	EmeryTelcom33242008.01.24	104225270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	79.95	EmeryTelcom33242008.01.24	574424270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	84.95	EmeryTelcom33242008.01.24	104255270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	104.95	EmeryTelcom33242008.01.24	104163270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	209.90	EmeryTelcom33242008.01.24	104672270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	269.90	EmeryTelcom33242008.01.24	214414270 - Utilities	
Emery Telcom	129943	EmeryTelcom332	08/12/2024	08/14/2024	529.85	EmeryTelcom33242008.01.24	104151280 - Telephone	
					\$2,807.78			
Emery Telcom	129994	EmeryT3514200_	08/14/2024	08/14/2024	220.02	EmeryT3514200_082024	104672270 - Utilities	
Emery Telcom	129994	EmeryT988500_0	08/14/2024	08/14/2024	107.77	EmeryT988500_080124	104255270 - Utilities	
					\$327.79			
					\$5,287.09			

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Everitt, Muria	129857	MuriaEveritt7624.	08/06/2024	08/06/2024	330.98	MuriaEveritt7624.pdf	104625240 - Office Expense	
					\$330.98			
Farmers Telecommunications Inc	129995	FarmersTel6921_	08/14/2024	08/14/2024	54.99	FarmersTel6921_08012024	104225280 - Telephone	
					\$54.99			
Fastenal Company	129871	fastenalCOBAY80	08/06/2024	08/07/2024	410.34	fastenalCOBAY80262	214412250 - Equipment Operation	
Fastenal Company	129944	fastenalCOBAY80	08/12/2024	08/14/2024	347.46	fastenalCOBAY80261	214412250 - Equipment Operation	
					\$757.80			
Fitzgerald Law Office LLC	129872	fitzgeraldablack06	08/07/2024	08/07/2024	6,842.50	fitzgeraldablack062524	104126615 - Contracts	
Fitzgerald Law Office LLC	129872	FitzgeraldBenally	08/07/2024	08/07/2024	495.00	FitzgeraldBenally062524	104126615 - Contracts	
Fitzgerald Law Office LLC	129872	fitzgeraldjhatathle	08/07/2024	08/07/2024	925.00	fitzgeraldjhatathle062524	104126615 - Contracts	
Fitzgerald Law Office LLC	129872	fitzgeraldpeabody	08/07/2024	08/07/2024	752.50	fitzgeraldpeabody062524	104126615 - Contracts	
					\$9,015.00			
					\$9,015.00			
FleetPride Inc	129945	fleetpride1186827	08/12/2024	08/14/2024	30.25	fleetpride118682794	214412250 - Equipment Operation	
FleetPride Inc	129945	fleetpride1188652	08/12/2024	08/14/2024	2.75	fleetpride118865228	214412250 - Equipment Operation	
					\$33.00			
					\$33.00			
Four Corners Welding & Gas	129873	fourcornersweldG	08/06/2024	08/07/2024	37.00	fourcornersweldGR00189279	574424610 - Miscellaneous Supplies	
Four Corners Welding & Gas	129946	fourcornersweldG	08/12/2024	08/14/2024	98.00	fourcornersweldGR00189280	214412250 - Equipment Operation	
					\$135.00			
Four States Tire & Service	129874	fourstatestire3877	08/06/2024	08/07/2024	755.96	fourstatestire387713	214412250 - Equipment Operation	
					\$755.96			
Grand County Emergency Medical S	129947	GrandCountyEM	08/12/2024	08/14/2024	528.00	GrandCountyEMS8.1.24	264350610 - Miscellaneous Supplies	
					\$528.00			
Green, Kelly	129875	kellygreen072224	08/07/2024	08/07/2024	50.00	kellygreen072224	724580620 - Miscellaneous Services	
					\$50.00			
Griffin, Shari	129858	ShariGriffin7.20.2	08/06/2024	08/06/2024	125.00	ShariGriffin7.20.24 SJC.pdf	104625240 - Office Expense	
					\$125.00			
Haun-Storland, Marjorie	129876	marjoriehaun0722	08/07/2024	08/07/2024	50.00	marjoriehaun072224	724580620 - Miscellaneous Services	
					\$50.00			
Hoggard, Jeremy	129948	JeremyHoggard8.	08/12/2024	08/14/2024	99.00	JeremyHoggard8.9.24	264350330 - Employee Education	
					\$99.00			
Holland Equipment Company	129949	holland32217	08/12/2024	08/14/2024	256.65	holland32217	214412250 - Equipment Operation	
					\$256.65			
Horrocks, Bridget	129950	BH080824	08/13/2024	08/14/2024	104.00		255400.230 - Cancer Screening Travel	
					\$104.00			
Huckabay, Marlene	129877	Marlenehuckabay	08/07/2024	08/07/2024	50.00	Marlenehuckabay072224	724580620 - Miscellaneous Services	
					\$50.00			

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ImageNet Consulting LLC	129878	ImageNetINV858	08/06/2024	08/07/2024	211.08	ImageNetINV858744	104144240 - Office Expense	
ImageNet Consulting LLC	129878	ImageNetINV904	08/06/2024	08/07/2024	50.54	ImageNetINV904583	104144240 - Office Expense	
ImageNet Consulting LLC	129878	ImagenetINV9895	08/06/2024	08/07/2024	50.37	ImagenetINV989596	104144240 - Office Expense	
					<u>\$311.99</u>			
					\$311.99			
Inmate Calling Solutions	129879	ICSolutions01373	08/06/2024	08/07/2024	7,725.56	ICSolutions013730	274230350 - Inmate Commissary Expe	
					<u>\$7,725.56</u>			
					\$7,725.56			
IRS - EFTPS	EFT	7-26-24IRS	08/07/2024	08/07/2024	1,121.46	7-26-24IRS	102222000 - Federal Tax W/H Payable	
IRS - EFTPS	EFT	PR070724-575	07/26/2024	08/07/2024	-246.15	Social Security Tax	102221000 - FICA Payable	
IRS - EFTPS	EFT	PR070724-575	07/26/2024	08/07/2024	-88.92	Federal Income Tax	102222000 - Federal Tax W/H Payable	
IRS - EFTPS	EFT	PR070724-575	07/26/2024	08/07/2024	-57.58	Medicare Tax	102221000 - FICA Payable	
IRS - EFTPS	EFT	PR072124-575	07/26/2024	08/07/2024	9,424.58	Medicare Tax	102221000 - FICA Payable	
IRS - EFTPS	EFT	PR072124-575	07/26/2024	08/07/2024	22,434.18	Federal Income Tax	102222000 - Federal Tax W/H Payable	
IRS - EFTPS	EFT	PR072124-575	07/26/2024	08/07/2024	40,298.36	Social Security Tax	102221000 - FICA Payable	
IRS - EFTPS	EFT	PR072224-575	07/26/2024	08/07/2024	1,220.72	Medicare Tax	102221000 - FICA Payable	
IRS - EFTPS	EFT	PR072224-575	07/26/2024	08/07/2024	3,148.41	Federal Income Tax	102222000 - Federal Tax W/H Payable	
IRS - EFTPS	EFT	PR072224-575	07/26/2024	08/07/2024	5,219.48	Social Security Tax	102221000 - FICA Payable	
					<u>\$82,474.54</u>			
					\$82,474.54			
Jackson Group Peterbilt	129951	jacksonpeter2482	08/12/2024	08/14/2024	35.95	jacksonpeter248293GJ	214412250 - Equipment Operation	
					<u>\$35.95</u>			
					\$35.95			
Kenworth Sales Company	129952	kenworth005P147	08/12/2024	08/14/2024	767.69	kenworth005P14709	214412250 - Equipment Operation	
Kenworth Sales Company	129952	kenworth005P150	08/12/2024	08/14/2024	595.97	kenworth005P15043	214412250 - Equipment Operation	
					<u>\$1,363.66</u>			
					\$1,363.66			
Kilgore Companies LLC	129880	kilgore1369513	08/06/2024	08/07/2024	1,157.10	kilgore1369513	214414410 - Road Supplies	
Kilgore Companies LLC	129880	kilgore1370304	08/06/2024	08/07/2024	1,260.00	kilgore1370304	214414410 - Road Supplies	
Kilgore Companies LLC	129880	kilgore1370305	08/06/2024	08/07/2024	1,268.40	kilgore1370305	214414410 - Road Supplies	
					<u>\$3,685.50</u>			
Kilgore Companies LLC	129953	Kilgore1372685	08/12/2024	08/14/2024	2,203.75	Kilgore1372685	214414410 - Road Supplies	
					<u>\$5,889.25</u>			
					\$5,889.25			
Kunz PC	129881	kunz137	08/06/2024	08/07/2024	855.00	kunz137	104156310 - Professional and Technica	
					<u>\$855.00</u>			
					\$855.00			
Laws, Nolan	129954	NLaws08042024	08/13/2024	08/14/2024	145.00	NLaws08042024	104230230 - Travel Expense	
					<u>\$145.00</u>			
					\$145.00			
Laws, Reagan	129859	ReaganLaws7.6.	08/06/2024	08/06/2024	1,000.00	ReaganLaws7.6.24.pdf	104625240 - Office Expense	
					<u>\$1,000.00</u>			
					\$1,000.00			
Lewis, Alise	129860	AliseLewis7624.p	08/06/2024	08/06/2024	750.00	AliseLewis7624.pdf	104625240 - Office Expense	
					<u>\$750.00</u>			
					\$750.00			
Life-Assist Inc.	129955	LifeAssist149581	08/12/2024	08/14/2024	132.50	LifeAssist1495814	264350610 - Miscellaneous Supplies	
Life-Assist Inc.	129955	LifeAssist149618	08/12/2024	08/14/2024	368.70	LifeAssist1496183	264350610 - Miscellaneous Supplies	
Life-Assist Inc.	129955	LifeAssist149904	08/12/2024	08/14/2024	1,442.43	LifeAssist1499041	264350610 - Miscellaneous Supplies	
					<u>\$1,943.63</u>			
					\$1,943.63			

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Little America-Salt Lake	129956	LittleAmerica2165	08/12/2024	08/14/2024	231.64	LittleAmerica2165579	255400.610 - Cancer Screening Miscell	
					\$231.64			
Long, Roxy	129882	RoxyLong080624	08/06/2024	08/07/2024	29.00	RoxyLong080624	104230312 - Medical Expenses	
Long, Roxy	129957	RLong08062024	08/13/2024	08/14/2024	1,305.00	RLong08062024	104230312 - Medical Expenses	
					\$1,334.00			
Lumen	129883	Lumen696841012	08/06/2024	08/07/2024	42.01	Lumen696841012	104232310 - Professional and Technica	
					\$42.01			
Lynn, Heather	129884	heatherlyon07222	08/07/2024	08/07/2024	50.00	heatherlyon072224	724580620 - Miscellaneous Services	
					\$50.00			
Main Street Drug and Boutique	129885	Mainstreetdrug32	08/06/2024	08/07/2024	128.63	Mainstreetdrug32237	104230312 - Medical Expenses	
Main Street Drug and Boutique	129885	mainstreetdrug32	08/06/2024	08/07/2024	68.59	mainstreetdrug32349	104230312 - Medical Expenses	
Main Street Drug and Boutique	129885	mainstreetdrug32	08/06/2024	08/07/2024	11.18	mainstreetdrug32384	104230312 - Medical Expenses	
Main Street Drug and Boutique	129885	mainstreetdrug32	08/06/2024	08/07/2024	21.23	mainstreetdrug32419	104230312 - Medical Expenses	
Main Street Drug and Boutique	129885	Mainstreetdrug32	08/06/2024	08/07/2024	14.48	Mainstreetdrug32488	104230312 - Medical Expenses	
Main Street Drug and Boutique	129885	mainstreetdrug32	08/06/2024	08/07/2024	13.74	mainstreetdrug32537	104230312 - Medical Expenses	
					\$257.85			
					\$257.85			
McNeely, Jerry	129958	jerrymcneely0824	08/07/2024	08/14/2024	1,500.00		104112310 - Professional and Technica	
					\$1,500.00			
Monson, Paisley	129861	PaisleyMonson76	08/06/2024	08/06/2024	500.00	PaisleyMonson7624.pdf	104625240 - Office Expense	
					\$500.00			
Monticello City	129886	Monticello195461	08/06/2024	08/07/2024	100.00	Monticello195461_07312024	104672270 - Utilities	
					\$100.00			
Monticello Mercantile	129887	mercC327490	08/06/2024	08/07/2024	8.79	mercC327490	104230610 - Miscellaneous Supplies	
Monticello Mercantile	129887	mercC327787	08/06/2024	08/07/2024	61.33	mercC327787	214414260 - Buildings and Grounds	
					\$70.12			
Monticello Mercantile	129959	MercC328140	08/13/2024	08/14/2024	46.98	MercC328140	104230610 - Miscellaneous Supplies	
Monticello Mercantile	129959	MercC328269	08/12/2024	08/14/2024	12.99	MercC328269	264350260 - Buildings and Grounds	
Monticello Mercantile	129959	MercC328547	08/13/2024	08/14/2024	4.95	MercC328547	274230350 - Inmate Commissary Expe	
Monticello Mercantile	129959	MercE33516	08/12/2024	08/14/2024	10.49	MercE33516	264350260 - Buildings and Grounds	
					\$75.41			
					\$145.53			
Motor Parts Company	129888	Motorparts86990	08/06/2024	08/07/2024	208.78	Motorparts869909	574424250 - Equipment Operation	
Motor Parts Company	129888	motorparts86994	08/06/2024	08/07/2024	15.96	motorparts869940	574424250 - Equipment Operation	
Motor Parts Company	129888	motorparts86997	08/06/2024	08/07/2024	9.07	motorparts869978	574424250 - Equipment Operation	
Motor Parts Company	129888	motorparts87003	08/06/2024	08/07/2024	58.10	motorparts870030	574424250 - Equipment Operation	
					\$291.91			
Motor Parts Company	129960	motorparts86971	08/12/2024	08/14/2024	98.90	motorparts869712	214412250 - Equipment Operation	
Motor Parts Company	129960	motorparts86991	08/12/2024	08/14/2024	165.78	motorparts869912-I	214412250 - Equipment Operation	
Motor Parts Company	129960	motorparts86991	08/12/2024	08/14/2024	51.99	motorparts869917	214412250 - Equipment Operation	
Motor Parts Company	129960	motorparts86996	08/12/2024	08/14/2024	47.88	motorparts869969	214412250 - Equipment Operation	
Motor Parts Company	129960	motorparts87001	08/12/2024	08/14/2024	53.83	motorparts870014	214412250 - Equipment Operation	
Motor Parts Company	129960	motorparts870110	08/12/2024	08/14/2024	201.84	motorparts870110	214412250 - Equipment Operation	
Motor Parts Company	129960	motorparts870116	08/12/2024	08/14/2024	158.84	motorparts870116	214412250 - Equipment Operation	

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Motor Parts Company	129960	motorparts87015	08/12/2024	08/14/2024	178.15	motorparts870135	214412250 - Equipment Operation	
Motor Parts Company	129960	motorparts87016	08/12/2024	08/14/2024	33.01	motorparts870163	214412250 - Equipment Operation	
Motor Parts Company	129960	motorparts87016	08/12/2024	08/14/2024	88.53	motorparts870165	574424250 - Equipment Operation	
Motor Parts Company	129960	motorparts87030	08/12/2024	08/14/2024	103.96	motorparts870301	574424250 - Equipment Operation	
					\$1,182.71			
					\$1,474.62			
Motorola Solutions	129961	Motorola1411107	08/13/2024	08/14/2024	593.64	Motorola1411107125	104230242 - Software Maintenance	
					\$593.64			
National Benefit Services LLC	130002	nbs73124	08/12/2024	08/14/2024	-1,864.19	nbs73124	102227000 - NBS - Health Care Reimb	
National Benefit Services LLC	130002	PR070724-2409	07/12/2024	08/14/2024	1,638.80	FSA - NBS	102227000 - NBS - Health Care Reimb	
National Benefit Services LLC	130002	PR070824-2409	07/12/2024	08/14/2024	163.00	FSA - NBS	102227000 - NBS - Health Care Reimb	
National Benefit Services LLC	130002	PR072124-2409	07/26/2024	08/14/2024	1,638.80	FSA - NBS	102227000 - NBS - Health Care Reimb	
National Benefit Services LLC	130002	PR072224-2409	07/26/2024	08/14/2024	163.00	FSA - NBS	102227000 - NBS - Health Care Reimb	
					\$1,739.41			
					\$1,739.41			
Navajo Sanitation	129996	NavajoSan12740	08/14/2024	08/14/2024	297.00	NavajoSan127406	104672270 - Utilities	
					\$297.00			
Nicholas & Company	129889	Nicholas8851971	08/06/2024	08/07/2024	353.26	Nicholas8851971	104230480 - Kitchen Food	
Nicholas & Company	129889	Nicholas8851977	08/06/2024	08/07/2024	300.95	nicholas8851977	104677325 - Meals - Blanding	
Nicholas & Company	129889	nicholas8851977	08/06/2024	08/07/2024	300.95	nicholas8851977	104678325 - Meals - Blanding	
Nicholas & Company	129889	nicholas8851980	08/06/2024	08/07/2024	523.76	nicholas8851980	104677328 - Meals - La Sal	
Nicholas & Company	129889	nicholas8851980	08/06/2024	08/07/2024	523.76	nicholas8851980	104678328 - Meals - La Sal	
Nicholas & Company	129889	Nicholas8855744	08/06/2024	08/07/2024	528.03	Nicholas8855744	104678323 - Meals - Monticello	
Nicholas & Company	129889	Nicholas8855744	08/06/2024	08/07/2024	528.04	Nicholas8855744	104677323 - Meals - Monticello	
Nicholas & Company	129889	Nicholas8855746	08/06/2024	08/07/2024	451.20	Nicholas8855746	104678325 - Meals - Blanding	
Nicholas & Company	129889	Nicholas8855746	08/06/2024	08/07/2024	451.21	Nicholas8855746	104677325 - Meals - Blanding	
Nicholas & Company	129889	Nicholas8855747	08/06/2024	08/07/2024	402.80	Nicholas8855747	104677329 - Meals - Bluff	
Nicholas & Company	129889	Nicholas8855747	08/06/2024	08/07/2024	402.80	Nicholas8855747	104678329 - Meals - Bluff	
					\$4,766.76			
Nicholas & Company	129964	Nicholas8855741	08/13/2024	08/14/2024	1,805.00	Nicholas8855741	104230480 - Kitchen Food	
Nicholas & Company	129964	Nicholas8860017	08/13/2024	08/14/2024	441.02	Nicholas8860017	104230480 - Kitchen Food	
Nicholas & Company	129964	Nicholas8863774	08/13/2024	08/14/2024	1,583.70	Nicholas8863774	104230480 - Kitchen Food	
					\$3,829.72			
					\$8,596.48			
NIJO	129890	NIJO2024.06.174	08/06/2024	08/07/2024	1,854.00	NIJO2024.06.174	104230242 - Software Maintenance	
					\$1,854.00			
ODP Business Solutions LLC	129891	ODP3734720350	08/06/2024	08/07/2024	35.48	ODP373472035001	104210250 - Equipment Operation	
					\$35.48			
Packard Wholesale Co.	129892	Packard3013914	08/06/2024	08/07/2024	183.10	Packard3013914	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	129892	packard3013918	08/06/2024	08/07/2024	642.26	packard3013918	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	129892	packard3013939	08/06/2024	08/07/2024	175.12	packard3013939	104677328 - Meals - La Sal	
Packard Wholesale Co.	129892	Packard3013941	08/06/2024	08/07/2024	212.33	Packard3013941	104678323 - Meals - Monticello	
Packard Wholesale Co.	129892	Packard3013944	08/06/2024	08/07/2024	48.33	Packard3013944	104678325 - Meals - Blanding	
Packard Wholesale Co.	129892	packard3019343	08/06/2024	08/07/2024	113.11	packard3019343	104678325 - Meals - Blanding	
					\$1,374.25			
Packard Wholesale Co.	129965	Packard3014453	08/13/2024	08/14/2024	196.40	Packard3014453	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	129965	Packard3014456	08/13/2024	08/14/2024	165.70	Packard3014456	104230350 - State Prisoner Expenses	

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Packard Wholesale Co.	129965	Packard3014471	08/13/2024	08/14/2024	96.70	Packard3014471	104230480 - Kitchen Food	
Packard Wholesale Co.	129965	Packard3014503	08/13/2024	08/14/2024	349.48	Packard3014503	104230350 - State Prisoner Expenses	
					\$808.28			
					\$2,182.53			
Parker, Hannah	129966	HannahParker611	08/12/2024	08/14/2024	119.00	HannahParker6112024	264350230 - Travel Expense	
					\$119.00			
Peak Industrial	129967	peakindustrial062	08/12/2024	08/14/2024	86.20	peakindustrial06252024	214412250 - Equipment Operation	
					\$86.20			
PEHP	130003	PEHP06152024	06/30/2024	08/14/2024	54,178.92	PEHP06152024	102226000 - Health Insurance	
PEHP	130003	PEHP07152024	07/31/2024	08/14/2024	24,513.00	PEHP07152024	102226000 - Health Insurance	
PEHP	130003	PEHP073124_2	08/12/2024	08/14/2024	44.89	PEHP073124_2	104965134 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	3.76	Vision Only Employee	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	6.04	Vision Only Employee +1	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	762.16	HSA Employee Only Tier 1	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	1,574.18	HSA Employee +1 Tier 1	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	2,034.00	Dual Two Party Health Insurance	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	3,050.98	Traditional Health Insurance Employee Only Tier 1	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	3,638.00	Traditional Health Insurance Employee +1 Tier 2	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	3,935.45	HSA Employee +1 Tier 2	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	4,842.31	Traditional Health Insurance Employee Only Tier 2	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	6,097.44	HSA Employee Only Tier 2	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	11,004.35	Traditional Health Insurance Employee +1 Tier 1	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	15,994.68	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	15,994.68	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/12/2024	08/14/2024	18,101.43	HSA Family Tier 2	102226000 - Health Insurance	
PEHP	130003	PR070724-2584	07/26/2024	08/14/2024	-909.50	Traditional Health Insurance Employee +1 Tier 1	102226000 - Health Insurance	
PEHP	130003	PR070824-2584	07/12/2024	08/14/2024	8.30	Vision Only Family	102226000 - Health Insurance	
PEHP	130003	PR070824-2584	07/12/2024	08/14/2024	381.09	HSA Employee Only Tier 2	102226000 - Health Insurance	
PEHP	130003	PR070824-2584	07/12/2024	08/14/2024	440.21	Traditional Health Insurance Employee Only Tier 2	102226000 - Health Insurance	
PEHP	130003	PR070824-2584	07/12/2024	08/14/2024	787.09	HSA Employee +1 Tier 2	102226000 - Health Insurance	
PEHP	130003	PR070824-2584	07/12/2024	08/14/2024	1,352.57	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance	
PEHP	130003	PR070824-2584	07/12/2024	08/14/2024	2,129.58	HSA Family Tier 2	102226000 - Health Insurance	
PEHP	130003	PR070824-2584	07/12/2024	08/14/2024	5,968.49	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	3.76	Vision Only Employee	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	6.04	Vision Only Employee +1	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	8.30	Vision Only Family	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	762.16	HSA Employee Only Tier 1	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	1,574.18	HSA Employee +1 Tier 1	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	2,034.00	Dual Two Party Health Insurance	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	3,050.98	Traditional Health Insurance Employee Only Tier 1	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	3,638.00	Traditional Health Insurance Employee +1 Tier 2	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	3,935.40	HSA Employee +1 Tier 2	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	4,842.31	Traditional Health Insurance Employee Only Tier 2	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	5,716.35	HSA Employee Only Tier 2	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	10,094.85	Traditional Health Insurance Employee +1 Tier 1	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	15,994.68	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	15,994.68	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance	
PEHP	130003	PR072124-2584	07/26/2024	08/14/2024	19,166.22	HSA Family Tier 2	102226000 - Health Insurance	
PEHP	130003	PR072224-2584	07/26/2024	08/14/2024	381.09	HSA Employee Only Tier 2	102226000 - Health Insurance	
PEHP	130003	PR072224-2584	07/26/2024	08/14/2024	440.21	Traditional Health Insurance Employee Only Tier 2	102226000 - Health Insurance	
PEHP	130003	PR072224-2584	07/26/2024	08/14/2024	787.08	HSA Employee +1 Tier 2	102226000 - Health Insurance	
PEHP	130003	PR072224-2584	07/26/2024	08/14/2024	1,064.79	HSA Family Tier 2	102226000 - Health Insurance	
PEHP	130003	PR072224-2584	07/26/2024	08/14/2024	1,352.57	Traditional Health Insurance Family Tier 1	102226000 - Health Insurance	
PEHP	130003	PR072224-2584	07/26/2024	08/14/2024	5,968.49	Traditional Health Insurance Family Tier 2	102226000 - Health Insurance	
					\$272,750.24			
					\$272,750.24			

**San Juan County
Check Register
All Bank Accounts - 08/02/2024 to 08/16/2024**

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Pelorus Methods Inc	129968	PelorusMethods2	08/12/2024	08/14/2024	800.00	PelorusMethods240901	104142242 - Software Maintenance	
Pelorus Methods Inc	129968	PelorusMethods2	08/12/2024	08/14/2024	800.00	PelorusMethods240901	104143242 - Software Maintenance	
Pelorus Methods Inc	129968	PelorusMethods2	08/12/2024	08/14/2024	800.00	PelorusMethods240901	255007.242 - Indirect Admin Software	
					<u>\$2,400.00</u>			
					\$2,400.00			
Penguin Management Inc	129969	PenguinManage	08/12/2024	08/14/2024	2,652.00	PenguinManagemen79736	264350210 - Subscriptions and Membe	
					<u>\$2,652.00</u>			
					\$2,652.00			
Podmore, Zak	129893	zacpodmore0722	08/07/2024	08/07/2024	50.00	zacpodmore072224	724580620 - Miscellaneous Services	
					<u>\$50.00</u>			
					\$50.00			
Pope, Michael	129894	MichaelPope0805	08/06/2024	08/07/2024	1,360.00	MichaelPope08052024	103511000 - Justice Court Fines	
					<u>\$1,360.00</u>			
					\$1,360.00			
Pugh, Delton	129895	DeltonP08052024	08/06/2024	08/07/2024	108.00	DeltonP08052024	104671230 - Travel Expense	
					<u>\$108.00</u>			
					\$108.00			
Rarick, Randy	129896	RandyR08012024	08/06/2024	08/07/2024	570.00	RandyR08012024	104146230 - Travel Expense	
Rarick, Randy	129970	RandyR08142024	08/14/2024	08/14/2024	140.00	RandyR08142024	104146310 - Professional and Technica	
					<u>\$710.00</u>			
					\$710.00			
Redd's Ace Hardware	129897	Redds898946	08/06/2024	08/07/2024	10.76	Redds898946	104210250 - Equipment Operation	
Redd's Ace Hardware	129897	Redds901214	08/06/2024	08/07/2024	4.99	Redds901214	574424250 - Equipment Operation	
					<u>\$15.75</u>			
Redd's Ace Hardware	129971	Redds900989	08/12/2024	08/14/2024	22.56	Redds900989	264350251 - Gas, Oil and Grease	
Redd's Ace Hardware	129971	Redds901294	08/12/2024	08/14/2024	59.98	Redds901294	574424240 - Office Expense	
Redd's Ace Hardware	129971	Redds901316	08/12/2024	08/14/2024	4.28	Redds901316	574424240 - Office Expense	
Redd's Ace Hardware	129971	redds901383	08/12/2024	08/14/2024	141.23	redds901383	214414260 - Buildings and Grounds	
					<u>\$228.05</u>			
Redd's Ace Hardware	129997	Redds901656	08/14/2024	08/14/2024	44.97	Redds901656	574424240 - Office Expense	
					<u>\$288.77</u>			
					\$288.77			
RelaDyne West LLC	129898	RelaDyne111848	08/06/2024	08/07/2024	35.01	RelaDyne1118481	574424251 - Gas, Oil and Grease	
					<u>\$35.01</u>			
					\$35.01			
Relic	129899	Relic8324	08/06/2024	08/07/2024	21,275.00	Relic8324	104193490 - Advertising and Promotion	
					<u>\$21,275.00</u>			
					\$21,275.00			
River Canyon Wireless	129972	RiverCanyonWirel	08/12/2024	08/14/2024	39.99	RiverCanyonWireless141513	104620270 - Utilities	
					<u>\$39.99</u>			
					\$39.99			
Rocky Mountain Info. Network	129900	rockymtninfo2619	08/07/2024	08/07/2024	50.00	rockymtninfo26198	104210210 - Subscriptions and Membe	
					<u>\$50.00</u>			
					\$50.00			
Rocky Mountain Power	129901	rockymtnpower59	08/07/2024	08/07/2024	15.60	rockymtnpower59271696-004_07262024	104225270 - Utilities	
Rocky Mountain Power	129901	rockymtnpower59	08/07/2024	08/07/2024	19.07	rockymtnpower59405396-002_072624	214414270 - Utilities	
					<u>\$34.67</u>			
Rocky Mountain Power	129973	RockyMtnPower5	08/12/2024	08/14/2024	98.34	RockyMtnPower592716960121_73024	574424270 - Utilities	
Rocky Mountain Power	129998	RockyMTNP5927	08/14/2024	08/14/2024	168.08	RockyMTNP5927169005_072624	104672270 - Utilities	
					<u>\$301.09</u>			
					\$301.09			

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All Bank Accounts - 08/02/2024 to 08/16/2024**

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San Juan Clinic	129974	SJHosp567430	08/12/2024	08/14/2024	115.92	SJHosp567430	255400.310 - Cancer Screening Profes	
					\$115.92			
San Juan County Emergency Servic	129902	SJCEMERJCI_SJ	08/06/2024	08/07/2024	857.07	SJCEMERJCI_SJ038210	104230312 - Medical Expenses	
					\$857.07			
San Juan Health Services	129975	SJH7312024	08/12/2024	08/14/2024	151.29	SJH7312024 Skyler Crofts	255007.270 - Indirect Admin Utilities	
					\$151.29			
San Juan Hospital	129903	SJHospital58559	08/06/2024	08/07/2024	3,276.34	SJHospital585593	104230312 - Medical Expenses	
San Juan Hospital	129976	SJHosp570602	08/12/2024	08/14/2024	528.74	SJHosp570602	255400.310 - Cancer Screening Profes	
San Juan Hospital	129976	SJHosp586792	08/13/2024	08/14/2024	23.63	SJHosp586792	104230312 - Medical Expenses	
San Juan Hospital	129976	SJHosp586817	08/13/2024	08/14/2024	662.73	SJHosp586817	104230312 - Medical Expenses	
					\$1,215.10			
					\$4,491.44			
Simpleview LLC	129904	Simpleview8224	08/06/2024	08/07/2024	333.33	Simpleview8224	104193210 - Subscriptions and Membe	
					\$333.33			
SJC Blanding Library or Nicole Perki	129905	SJLibrary080120	08/06/2024	08/07/2024	3.00	SJLibrary08012024_2	724581240 - Office Expense	
SJC Blanding Library or Nicole Perki	129905	SJLibrary080120	08/06/2024	08/07/2024	18.45	SJLibrary08012024_2	724581480 - Collection Development	
SJC Blanding Library or Nicole Perki	129905	SJLibraryMont08	08/06/2024	08/07/2024	5.50	SJLibraryMont08012024	724581240 - Office Expense	
SJC Blanding Library or Nicole Perki	129905	SJLibraryMont08	08/06/2024	08/07/2024	19.81	SJLibraryMont08012024	724581920 - Grant Expenses	
					\$46.76			
					\$46.76			
SJC Inmate Account	129906	SJInmate072024	08/06/2024	08/07/2024	3,075.00	SJInmate072024	104230352 - Inmate Humanitarian Exp	
					\$3,075.00			
SJC Landfill Operations	129999	SJLandfill063024	08/14/2024	08/14/2024	0.54	SJLandfill063024	104671270 - Utilities	
					\$0.54			
SJR Media	129907	sjr164807C	08/06/2024	08/07/2024	30.00	sjr164807C	104144210 - Subscriptions and Membe	
SJR Media	129907	SJRSJCLRK0724	08/06/2024	08/07/2024	720.00	SJRSJCLRK0724	104142220 - Public Notices	
					\$750.00			
SJR Media	129977	SJCWEED0524	08/07/2024	08/14/2024	408.00	SJCWEED0524	104256220 - Public Notices	
					\$1,158.00			
Sonderegger Inc.	129978	Sonderegger2553	08/12/2024	08/14/2024	11,474.00	Sonderegger25539	104850620 - Miscellaneous Services	
					\$11,474.00			
South Jordan Police Department	129908	Sojopolice23-03	08/06/2024	08/07/2024	750.00	Sojopolice23-03	104210330 - Employee Education	
					\$750.00			
Southwest Colorado TV	129909	SouthwestCOTV7	08/06/2024	08/07/2024	31,102.99	SouthwestCOTV7-162024-2	104574615 - Contracts	
					\$31,102.99			
Summit Food Service, LLC	129910	Summit20000214	08/06/2024	08/07/2024	769.18	Summit20000214469	274230350 - Inmate Commissary Expe	
Summit Food Service, LLC	129910	Summit20002144	08/06/2024	08/07/2024	7.03	Summit2000214470	274230350 - Inmate Commissary Expe	
					\$776.21			
Summit Food Service, LLC	129979	Summit20002159	08/13/2024	08/14/2024	677.73	Summit2000215993	274230350 - Inmate Commissary Expe	
Summit Food Service, LLC	129979	Summit20002159	08/13/2024	08/14/2024	208.04	Summit2000215994	274230350 - Inmate Commissary Expe	
					\$885.77			
					\$1,661.98			

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All Bank Accounts - 08/02/2024 to 08/16/2024**

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Sunada, Grant	129980	GrantSunada8.8.	08/12/2024	08/14/2024	78.00	GrantSunada8.8.24	255040.230 - Preventative Block Grant	
Sunada, Grant	129980	GrantSunada8.8.	08/12/2024	08/14/2024	595.90	GrantSunada8.8.24	255310.230 - PHEP Preparedness Trav	
Sunada, Grant	129980	GrantSunada8.9.	08/12/2024	08/14/2024	575.00	GrantSunada8.9.24	255400.230 - Cancer Screening Travel	
Sunada, Grant	129980	GrantSunada8.9.	08/12/2024	08/14/2024	815.00	GrantSunada8.9.24	255450.230 - PH Infrastructure Travel e	
					\$2,063.90			
					\$2,063.90			
Syder, Madi	129862	MadiSyder7624.p	08/06/2024	08/06/2024	750.00	MadiSyder7624.pdf	104625240 - Office Expense	
					\$750.00			
Symbol Arts	129911	SymbolArts05000	08/06/2024	08/07/2024	105.00	SymbolArts0500099	104210250 - Equipment Operation	
					\$105.00			
Sysco Intermountain Food Svc.	129912	sysco585857540	08/06/2024	08/07/2024	319.11	sysco585857540	104230480 - Kitchen Food	
Sysco Intermountain Food Svc.	129912	Sysco585872085	08/06/2024	08/07/2024	454.35	Sysco585872085	104230480 - Kitchen Food	
Sysco Intermountain Food Svc.	129912	Sysco585879308	08/06/2024	08/07/2024	365.78	Sysco585879308	104230480 - Kitchen Food	
Sysco Intermountain Food Svc.	129912	sysco585888223	08/06/2024	08/07/2024	400.54	sysco585888223	104230480 - Kitchen Food	
					\$1,539.78			
Sysco Intermountain Food Svc.	129981	Sysco585895778	08/13/2024	08/14/2024	634.95	Sysco585895778	104230480 - Kitchen Food	
Sysco Intermountain Food Svc.	129981	Sysco585901766	08/13/2024	08/14/2024	353.85	Sysco585901766	104230480 - Kitchen Food	
					\$988.80			
					\$2,528.58			
TecServ, Inc	129982	TecServ16398	08/12/2024	08/14/2024	199.20	TecServ16398	104151210 - Subscriptions and Membe	
					\$199.20			
Town of Bluff	130000	BluffQ12024	08/14/2024	08/14/2024	2,101.87	BluffQ12024	104672270 - Utilities	
					\$2,101.87			
Turk, Palmer	129913	PalmerTurk08042	08/06/2024	08/07/2024	132.00	PalmerTurk08042024	104210230 - Travel Expense	
					\$132.00			
Turn Sun Property	129914	TurnSunProperty	08/06/2024	08/07/2024	356.00	TurnSunProperty1024	255310.230 - PHEP Preparedness Trav	
					\$356.00			
U.S. Bank Corporate Payment	129983	CCCindiHolyoak0	08/13/2024	08/14/2024	476.68	CCCindiHolyoak071024	104144230 - Travel Expense	
U.S. Bank Corporate Payment	129983	CCMikealaRamsa	08/14/2024	08/14/2024	-28.87	CCMikealaRamsay08102024	724581480 - Collection Development	
U.S. Bank Corporate Payment	129983	CCMikealaRamsa	08/14/2024	08/14/2024	12.95	CCMikealaRamsay08102024	724581620 - Special Programs	
U.S. Bank Corporate Payment	129983	CCMikealaRamsa	08/14/2024	08/14/2024	30.00	CCMikealaRamsay08102024	724581210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	129983	CCMikealaRamsa	08/14/2024	08/14/2024	257.50	CCMikealaRamsay08102024	724581250 - Computer Maintenance/S	
U.S. Bank Corporate Payment	129983	CCMikealaRamsa	08/14/2024	08/14/2024	286.34	CCMikealaRamsay08102024	724581920 - Grant Expenses	
U.S. Bank Corporate Payment	129983	CCMikealaRamsa	08/14/2024	08/14/2024	525.06	CCMikealaRamsay08102024	724581480 - Collection Development	
					\$1,559.66			
					\$1,559.66			
U.S. Bank Equipment Finance	129915	USBankequip534	08/06/2024	08/07/2024	664.48	USBankequip534559224	104150240 - Office Expense	
					\$664.48			
Utah Department of Health and Hum	129916	UtahHHS24H500	08/06/2024	08/07/2024	3,653.70	UtahHHS24H5001030	264350310 - Professional and Technica	
					\$3,653.70			
Utah Division of Child and Family Se	129984	Utahhhs-07-03-24	08/12/2024	08/14/2024	119.00		104860230 - Travel Expense	
					\$119.00			

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Utah Division of Technology Services	129917	divtechservices25	08/06/2024	08/07/2024	7.10	divtechservices2501R2180000031	104145482 - Law Library Supplies	
					\$7.10			
Utah Navajo Health System	129985	UNH178371	08/12/2024	08/14/2024	289.76	UNH178371	255400.310 - Cancer Screening Profes	
Utah Navajo Health System	129985	UNHS42767C160	08/13/2024	08/14/2024	87.00	UNHS42767C16098	104230312 - Medical Expenses	
					\$376.76			
					\$376.76			
Utah Retirement Systems	129918	ped062324	08/07/2024	08/07/2024	328.45	ped062324	102224000 - Retirement Payable	
Utah Retirement Systems	129918	PED070724	08/07/2024	08/07/2024	370.71	PED070724	102224000 - Retirement Payable	
					\$699.16			
					\$699.16			
Utah State Tax Commission no EFT	129986	UTTax24288	08/12/2024	08/14/2024	700.00	UTTax24288	104146620 - Miscellaneous Services	
					\$700.00			
Utah State Treasurer	129987	UtahTreas081420	08/14/2024	08/14/2024	30.00	UtahTreas08142024 Children's Defense Offset	103222000 - Marriage Licenses	
Utah State Treasurer	129987	UtahTreas081420	08/14/2024	08/14/2024	21,577.92	UtahTreas08142024 State Charges	103511000 - Justice Court Fines	
					\$21,607.92			
					\$21,607.92			
Verizon Wireless	129919	Verizon99690040	08/06/2024	08/07/2024	158.84	Verizon9969004020	104113280 - Telephone	
Verizon Wireless	129919	Verizon99690141	08/06/2024	08/07/2024	40.01	Verizon9969014141	104147280 - Telephone	
					\$198.85			
Verizon Wireless	129988	verizon99704235	08/12/2024	08/14/2024	85.72	verizon9970423599	104145280 - Telephone	
					\$284.57			
Walk-N-Roll	129989	walknroll2528	07/26/2024	08/14/2024	380.26	walknroll2528	214412250 - Equipment Operation	
					\$380.26			
Waste Management of Colorado	129920	WM0437053-488	08/06/2024	08/07/2024	94.98	WM0437053-4889-4	214414270 - Utilities	
Waste Management of Colorado	129990	WM0437141-488	08/12/2024	08/14/2024	214.88	WM0437141-4889-7	255007.270 - Indirect Admin Utilities	
Waste Management of Colorado	130001	WM04370514889	08/14/2024	08/14/2024	160.48	WM043705148898	104672270 - Utilities	
					\$470.34			
Western Ag Credit	129921	Refund: 1031	08/06/2024	08/07/2024	35.00	Refund: 1031 - Western Ag Credit	101311000 - Accounts Receivable	
					\$35.00			
Wheeler Machinery Company	129922	WheelerSS00050	08/06/2024	08/07/2024	2,499.84	WheelerSS000503187	574424250 - Equipment Operation	
Wheeler Machinery Company	129991	wheelerPS00174	08/12/2024	08/14/2024	143.11	wheelerPS001742392	214412250 - Equipment Operation	
Wheeler Machinery Company	129991	wheelerPS00174	08/12/2024	08/14/2024	72.77	wheelerPS001743777	214412250 - Equipment Operation	
					\$215.88			
					\$2,715.72			
Wilbur-Ellis Company	129992	wilburellis166645	07/26/2024	08/14/2024	2,700.00	wilburellis16664542	104256480 - Special Department Suppl	
					\$2,700.00			
Woolley, Barry	129923	barrywoolley0722	08/07/2024	08/07/2024	50.00	barrywoolley072224	724580620 - Miscellaneous Services	
					\$50.00			
					\$648,594.36			



COMMISSION STAFF REPORT

MEETING DATE: August 20, 2024
SUBMITTED BY: Tammy Gallegos, Emergency Manager
TITLE: 2024 Emergency Management Performance Grant FY 24-25
RECOMMENDATION: Approval

SUMMARY

Consideration and Approval of the Emergency Management Performance Grant Program for Fiscal Year 2024 through 2025.

HISTORY/PAST ACTION

Renewal of Grant

FISCAL IMPACT

\$44,000 Grant Funding

FY 2024
Award Packet
For the
Emergency Management Performance Grant (EMPG)



Award Distributed By
Utah Department of Public Safety's (DPS)
Division of Emergency Management (DEM)

Federal Funding Provided By
The United States Department of Homeland Security's (DHS)
Federal Emergency Management Agency (FEMA)

Award Letter

8/05/2024

Tammy Gallegos
San Juan County

The Utah Division of Emergency Management is pleased to inform you that a grant award for San Juan County has been approved in the amount of \$44,000.00 from the Fiscal Year (FY) 2024 Emergency Management Performance Grant.

This allocation covers the **period of performance of July 1, 2024 through June 30, 2025.**

The Emergency Management Performance Grant received a 10% reduction in funding at the federal level for the FY24 grant year. This had a large impact on the amount of funding that the state of Utah receives as well as the amount of funding available for the pass-through program. We do not expect to see a repeat of this 10% reduction in FY25 and anticipate allocations will return to at least what they were for FY23.

This letter and its attachments outline the terms and conditions of accepting this award. Please read all terms and conditions carefully, sign, and return no later than October 31, 2024. The signed award letter should be sent via email to the DEM EMPG email address (EMPG@utah.gov). After we have received your signed award packet, the funding outlined will be obligated to your agency, enabling you to request reimbursement via DEM's Reimbursement Request Form (85-21).

We look forward to working with you on this award. Please coordinate with your respective Utah Regional Coordination Council Chairs or designees as well as neighboring jurisdictions to maximize the potential capacity of your emergency management programs. Should you have any questions or need additional information, please contact your regional Liaison and Tracy Bodily at EMPG@utah.gov.

Sincerely,



Kris Hamlet, Director
Utah Department of Public Safety
Division of Emergency Management

Statement of Work

1. Purpose

Participating jurisdictions should prioritize the use of grant funds to maintain/ sustain current capabilities, to validate capability levels, and to increase capacity for high-priority core capabilities with low capability levels.

Any jurisdiction receiving funding from EMPG is considered a “subrecipient” and must comply with all applicable grant requirements provided by the relevant Notice of Funding Opportunity, FEMA Grants Preparedness Manual, articles of agreement, and the 2 CFR 200. This statement of work document is intended to outline how the grant works along with the responsibilities of jurisdictions receiving an award.

2. Background

The full **Notice of Funding Opportunity (NOFO)** from **FEMA** for **EMPG** can be found [here](#). The **Code of Federal Regulations** which applies to all federal awards can be found [here](#). The Department of Homeland Security expects EMPG participating jurisdictions (state/county/city/tribe/IHE) to prioritize grant funding to address capability targets and gaps identified through the annual THIRA and SPR process.

3. DEM’s Objective

The **objective** of the EMPG Program is to support a comprehensive, all-hazard emergency preparedness system by building and sustaining the [core capabilities](#) contained within each [mission area](#) of the [NPG](#).

4. Approvals

A **cost match** is required under this program. Only acceptable non-federal costs qualify as cost sharing and must conform to other necessary and reasonable provisions to accomplish the program objectives. The Federal share that is used towards the EMPG Program budget **shall not exceed 50%** of the total budget. To meet matching requirements, the ***contributions must be verifiable, reasonable, allowable, allocable, and necessary*** under the grant program and must comply with all federal requirements and regulations.

Examples of EMPG funded activities include but are not limited to:

- Initiating or achieving a [whole community approach](#) to security and emergency management;
- Strengthening a state or community’s emergency management program;
- Updating emergency plans;
- Completing a Threat and Hazard Identification and Risk Assessment ([THIRA](#)) process;
- Designing and conducting exercises that engage a whole community of stakeholders and validate core capabilities;
- Conduct and attend training.

EMPG participants should consult with the EMPG program manager prior to making any investment that does not clearly meet the allowable expense criteria established in the [FEMA Preparedness Grants Manual](#), the [Authorized Equipment List](#) and the EMPG Program NOFO.

- a. Requests for extension of the Period of Performance (PoP) must be submitted to DEM prior to 2 months from the end of a grant cycle. An extension request must justify the need for

the extension, and provide milestones to completion of program activities. DEM will review the extension request and, if supported, will provide an amendment to the award.

- b. Failure to meet requirements outlined in the Notice of Funding Opportunity, Preparedness Grants Manual, 2 CFR 200 or Articles of Agreement and Statement of Work will result in funding denials.
- c. DEM assigns all responsibility for assuring allowability of expenses submitted under any award to the subrecipient. DEM will review and approve all reimbursement requests as part of the State's Investment justification, however, this does not constitute DEM assuming liability resulting from any review of expenses not directly managed by DEM.

5. Recipient Responsibilities

- a. It is the recipient's responsibility to ensure their compliance with all federal award and state requirements as outlined in this Statement of Work, EMPG guidance, 2 CFR 200, the Articles of Agreement, FEMA's Preparedness Grants Manual, the program's Notice of Funding Opportunity as well as any of their existing local policies and procedures. Local policies and procedures may be more restrictive than some of the federal or state requirements but they cannot be less restrictive in any area. It is also the recipient's responsibility to communicate progress towards completing the performance standards under this award. If there are any set-backs that may prevent any performance standards from being completed during the period of performance, this needs to be communicated with the State EMPG program manager as early as possible.

6. Reimbursements and Reporting

- a. On a quarterly basis by the reporting deadline, the jurisdiction shall submit the following to Utah DEM via the online progress reporting tool and EMPG email:

Required: A progress report reflecting work accomplished during each reporting period. The report should have detailed narratives as to what has been completed. Backup documentation should be kept on hand within the emergency management program for local use and grant monitoring visits. Reports for personnel activities are required for any EMPG funded personnel.

If requesting reimbursement: A Reimbursement Request Packet which includes an 85-21 (Reimbursement Request Form), a reimbursement narrative/memo, and all supporting documentation (proof of purchase as well as proof of payment are required).

Thorough documentation in support of the reimbursement request. All expenses listed in this report must be paid and supporting documentation shall be attached and submitted via the empg@utah.gov email.

Protocol for all documentation:

Subject Line should always state the **period of reporting (Year or Reporting Period A-D)**, **title of the form** you are submitting and the **Jurisdiction Name**

Examples:

- 24-25 Reporting Period A Reimbursement Request - Sandy City
- 2024 Application - Rich County


7. Monitoring

- a. All recipients of EMPG funding must comply with all monitoring requests from DEM and FEMA.

8. Holds and Special Conditions

- a. Holds related to [training requirements](#)?
 - i. No Hold
- b. Holds related to incomplete application? ([PARA](#)/[FFATA](#))
 - i. No Hold

Award Document

Award Document	Utah Department of Public Safety (DPS) Division of Emergency Management (DEM) Funding Entity: Federal Emergency Management Agency (FEMA) Federal Award Identification Number (FAIN): EMD-2024-EP-05000 Federal Award Date: 09/01/2024			
1a. Agreement No. DEM-EMPG-2024-053	2. Amendment No. N/A	3. UEI No. YKMUM1NJE9A9	4. Type of Action Award	
6. Recipient Name San Juan County San Juan County EM 117 S Main Street, PO Box 9 Monticello, Utah 84535	7. POC Tammy Gallegos	8. Contact Information tgallegos@sanjuancounty.org	9. Grant POC Tracy Bodily EMPG@utah.gov	
10. Effective Date of This Action 07/01/2024	11. Assistance Arrangement Cost Reimbursement	12. Period of Performance From: 07/01/2024 To: 06/30/2025		
13. Description of Action/Hold? Indicate funding obligation of award relating to EMPG Performance Standards				
Program Name	CFDA No.	Prior Award	Amount Awarded	Current Total Award
Emergency Management Performance Grant	97.042	\$0.00	+\$44,000.00	\$44,000.00
Acceptance and Certification				
By signing below, the signatory official and emergency management contact certify that they have read, understand, and will comply with all requirements set forth in this document.				
Recipient Signatory Official/Authorized Official*		Date:		
Printed Name and Title				
DEM Signatory Official		Date: 08/05/2024		
Printed Name and Title	Kris Hamlet, Director			
*A signatory is someone who signs a contract, therefore creating a legal obligation. The person who signs this document needs to have the authority to enter into a legal obligation for your jurisdiction.				

Article I. Summary Description of Award

EMPG provides funds to supplement pre-established local emergency management programs in building capabilities to implement the National Preparedness System and support the National Preparedness Goal (NPG). Funds should be utilized for addressing gaps in the existing emergency management program. Match funds or reimbursable expenses are limited to specific activities and authorized equipment. Please review all guidance before expending funds.

Article II. Special Considerations and Funding Holds

Recipients must comply with and/or resolve any Special Considerations and/or Funding Holds outlined within the Statement of Work found within this award packet. Failure to comply with special considerations or addressing holds may result in the deobligation and clawback of funds under this obligation.

Article III. Limited English Proficiency

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Article IV. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article V - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article VII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article IX - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article X - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XIV - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XVI - Acceptance of Post Award Changes

In the event DEM determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XVII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XVIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XX - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XXI - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XXII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XXIII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without

elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part Item 6. Subpart D.)

Article XXIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXV - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXVII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXVIII - Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article XXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold

(currently \$250,000), you may not transfer funds among direct cost categories, programs, functions or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXI - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XXXII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXVI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXVII - Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

Article XL - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XLI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XLII - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B

Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article XLVI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.



COMMISSION STAFF REPORT

MEETING DATE: August 20, 2024

ITEM TITLE, PRESENTER: Approval of San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 8

RECOMMENDATION: Approval

SUMMARY

The purpose of this funding is to prevent use of commercial tobacco and connect commercial tobacco users with evidence-based resources that help with cessation. Approved Tobacco Prevention and Control activities related to this grant include the following: Continuing education for staff, pilot projects, collaboration with priority populations, partnership organizations, tobacco retail permitting, compliance checks, retail education, retail inspection, community organization partnerships, youth groups, educating municipalities and retailers on age 21 laws, increasing use of Quit Services, partnerships, improving adherence to the Utah Indoor Clean Air Act, and media campaigns, and site visits, and program evaluation. Compliance checks have a specific line of funding within this grant.

This amendment highlights updates in sections of Utah Code referenced, as shown in the table below:

Amendment 7	Amendment 8
The GRANTEE shall use the money received in accordance with Utah Code 59-14-807 (4)(a) and Admin Rule R384-415 for enforcing:	
a. The regulation provisions described in Section 26-57-103; b. The labeling requirement described in Section 26-57-104; and c. The penalty provisions described in Section 26-62-305.	a. The regulation provisions described in Section 26B-7-505; b. The labeling requirement described in Section 26B-7-505; and c. The penalty provisions described in Section 26B-7-518.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

No difference in fiscal impact from Amendment 7.



Utah Department of
Health & Human Services

**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES
CONTRACT AMENDMENT**

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2120905
Department Log Number

212700217
State Agreement ID

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 8.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

Vendor ID: 06866HL
Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to replace Attachment "B."
4. **CHANGES TO CONTRACT:**
 1. Attachment "B," effective September 1, 2024, is replacing Attachment "B," which was effective July 2024. Article II Payments, Section B, Part 3 (a), (b) and (c) are changed.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.0 %

Federal Funds

Federal Program Name		Award Number	
Federal Awarding Agency		Federal Award Identification Number	
Assistance Listing Title		Federal Award Date	
Assistance Listing Number		Funding Amount	
		New Agreement Amount	\$1,122,386.18

State Funds

Funding Amount		Fiscal Year	
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All other conditions and terms in the original contract and previous amendments remain the same.

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 09/01/2024 .
 - 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - 7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
-

Intentionally Left Blank

Contract with Utah Department of Health & Human Services and San Juan County , Log # 2120905

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

Signature

Signed by: _____

Jamie Harvey
County Commission Chair

Date Signed: _____

Attachment B: Special Provisions
San Juan County Health Department FY21 – FY25 Amendment 8

I. DEFINITIONS

- A. “Qualtrics” means a web-based reporting tool used by the Parties to determine progress in achieving the responsibilities of this contract.
- B. “CDC” means the Center for Disease Control and Prevention.
- C. “CDC Funds” mean funding that is awarded to the Tobacco Prevention and Control Program from the Center for Disease Control and Prevention.
- D. “Compliance Checks” mean routine checks of retailers conducted by the GRANTEE where underage buyers attempt to purchase tobacco in circumstances that would violate applicable law.
- E. “FDA” means Food and Drug Administration.
- F. “HUD” means United States Department of Housing and Urban Development.
- G. “MSA Grant Funding” means funding allocated from the Master Settlement Agreement to the Tobacco Prevention and Control Program.
- H. “MUH” means multiunit housing.
- I. “QuickBase” means a web-based application tool used by local health departments to manage and report their tobacco retailer education and enforcement activities including underage sale investigations (compliance checks), combined retailer inspection requirement, and permit suspension/revocation data.
- J. “SDOH” means Social Determinants of Health.
- K. “Synar” means the Synar Amendment.
- L. “Tax Fund” means funding that is allocated to the Tobacco Prevention and Control Program from the State Tobacco Tax.
- M. “UICAA” means the Utah Indoor Clean Air Act.

II. PAYMENTS

- A. DHHS agrees to reimburse the GRANTEE up to a maximum total of \$224,786.00 for expenditures in accordance with the funding categories described in this contract. The amount reimbursed is based on the number of services provided by the GRANTEE as reported each month on the Monthly Expenditure Report submitted to the DHHS.
- B. The amounts listed below are the maximum amount the DHHS can reimburse the GRANTEE. Funds can only be expended as follows:
 - 1. \$15,500.00 is available from the Comprehensive Tobacco (CDC) Grant (6394) for the Period of Performance of July 1, 2024 – April 28, 2025.
 - a. Reimbursement shall be provided for expenditures directly related to activities set forth in Section III excluding direct service activities. Direct service activities include, but are not limited to, objectives identified in Section III as:
 - i. Compliance Checks;
 - ii. Tobacco Retail Permitting;
 - iii. Retail Inspection, E-cigarette Product, and Nicotine Product Inspections; and
 - iv. UICAA.
 - b. The GRANTEE shall not use funds to:
 - i. purchase tobacco prevention curriculum for K-12 schools;
 - ii. purchase vape detectors;
 - iii. conduct tobacco compliance check inspections;
 - iv. pay for Synar or FDA compliance monitoring;
 - v. pay for research;

- vi. provide clinical care except as allowed by law;
 - vii. purchase furniture or equipment as a general rule. Any such proposed spending must be clearly identified in the budget;
 - viii. provide direct tobacco use and dependence treatment services or other direct services other than those through evidence-based Quitline and quit support services;
 - ix. purchase food whether for conferences or meetings; for meals, light refreshments or beverages; and
 - x. pay for lobbying activities.
- c. The GRANTEE shall direct a minimum of 10% of the annual funding amount for the evaluation of services outlined in this contract.
 - d. Closeout: GRANTEE must submit to the pass-through entity, no later than 90 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of the Federal award.
2. \$73,193.00 is available from the MSA Grant (6396) for the period of July 1, 2024 - June 30, 2025 and shall be allocated in accordance with the following:
 - a. Up to \$4,053.00 shall be reimbursed for Compliance Checks. The DHHS agrees to reimburse the GRANTEE \$96.50 per compliance check. The compliance checks will be completed consistent with the activity found in Section III; objective identified as Compliance Checks.
 - b. The remaining \$69,140.00 funds shall not be used for Compliance Checks but may be used for any of the remaining objectives described in Section III.
 3. \$54,437.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account (6397) and shall be allocated in accordance with Utah Code 59-14-807(3)(a) for the period of July 1, 2024 - June 30, 2025. The GRANTEE shall use the money received in accordance with Utah Code 59-14-807 (4)(a) and Admin Rule R384-415 for enforcing:
 - a. The regulation provisions described in Section 26B-7-505;
 - b. The labeling requirement described in Section 26B-7-505; and
 - c. The penalty provisions described in Section 26B-7-518.
 4. \$81,656.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account (6397) for the period of July 1, 2024 - June 30, 2025 and shall be allocated in accordance with Subsection (3)(d) to issue grants under the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program created in Utah Code 26A-1-129.

III. SERVICES

The GRANTEE shall participate in all the following activities in accordance with the funding provided as outlined in Section III.

Activity Title	Objective
Continuing Education	By June 30, 2025, 2 staff funded by tobacco will attend at least 1 workplan-related training per quarter.
Priority Populations	By June 30, 2025, implement and report on established plan to collaborate with identified priority population.
Outreach Partnerships	By June 30, 2025 provide supportive technical assistance related to tobacco prevention and/or cessation resources to 2 organizations.
Tobacco Retail Permitting	By June 30, 2025 ensure that 100% of retailers are permitted.
Compliance Checks	By June 30, 2025 2 tobacco compliance checks will be completed in each tobacco retail outlet.

Retail Education	By June 30, 2025 ensure that 100% of retailers are provided education materials.
Retail Inspection, E-cigarette Product, and Nicotine Product Inspections	By June 30, 2025 conduct combined inspections in 5 retailers.
CBO Partnership	By June 30, 2025 establish 1 partnership with a community-based organization that works to provide school connectedness through culturally relevant programs that promote resilience and/or emotional well-being.
Behavioral Health	By June 30, 2025 collaborate with 1 behavioral health professional to screen for tobacco use and dependence (including e-cigarettes) and educate when interacting with youth and young adults.
Youth Groups	By June 30, 2025 support a local youth coalition in advocating for tobacco use prevention policies and programs.
Age 21 Law	By June 30, 2025 educate 2 municipalities and 100% retailers on the minimum age of 21 for the sale of tobacco products, electronic cigarette products and other nicotine products.
Quit Services	By June 30, 2025 facilitate at least one formal or informal learning and/or relationship building opportunity (in person or virtual) with retailers, municipalities and/or community groups or agencies.
Low Income Cessation Services	By June 30, 2025 increase Quit Line registered calls in local area from 2 during 7/2022-6/2023 to 3 and E-Coach registered members from 7 during 7/2022-6/2023 to 7.
Low Income MUH policy	By June 30, 2025 work with 1 local service that is utilized by low-income individuals to promote tobacco cessation programs.
Worksite Policy	By June 30, 2025 provide resources, training & technical assistance to 1 low income MUH property to implement, improve and/or maintain comprehensive policies.
UICAA	By June 30 2025 work with 1 worksite to implement, improve and/or maintain environmental and employee policies.
	By June 30, 2025 respond to 100% of UICAA complaints and provide education, signage, and materials as appropriate.

IV. REPORTS

- A. The GRANTEE shall report on the progress report measure for each of their work plan activities as listed in Section IV, in Qualtrics. Progress reports shall be submitted quarterly by the 15th of October, January, April, and July.
- B. The GRANTEE shall report tobacco retailer-related data as needed in QuickBase, a web-based application system.

V. DHHS PROGRAM ROLE

- A. DHHS through its Tobacco Prevention and Control Program agrees to:
 1. Provide written confirmation of receipt of reports within 10 working days;
 2. Provide written feedback on results/progress within 20 working days of receiving report;
 3. Provide training and technical assistance, as requested/needed; and

4. Conduct one (1) site visit during the contract period at a mutually agreed upon time with a jointly developed agenda.

VI. MEDIA

- A. When the GRANTEE has a DHHS-approved media campaign in their jurisdiction, GRANTEE staff shall conduct that campaign according to the DHHS “Way To Quit Brand Guidelines.”
 1. Media campaigns include Public Service Ad (PSAs) scripts, produced PSAs, websites specifically created and included in GRANTEE proposal for designated programming (not to include general GRANTEE websites), brochures, flyers, posters, advertisements, incentive items and other marketing materials as detailed in the approved plan.
- B. GRANTEE media campaign proposals must include campaign deadlines that are subject to approval by the appropriate DHHS program staff.

VII. ADMINISTRATIVE REQUIREMENTS

- A. GRANTEE staff shall:
 1. Participate in at least one (1) site visit with DHHS program staff;
 2. Attend at least one (1) workplan-related training per quarter;
 3. Collaborate and coordinate program evaluation with DHHS epidemiology staff and/or with DHHS’S external contracted evaluator;
 - a. DHHS epidemiology staff will be informed of tobacco-related evaluation projects and data collection efforts; and
 4. Separately track and report expenses for Compliance Checks, which includes Retailer Education as part of the annual enforcement budget.
 - a. Enforcement budget shall be submitted annually or as requested by DHHS.

VIII. OUTCOMES

The outcome of this contract is to support the overall comprehensive Tobacco Prevention and Control Program strategic plan to (1) prevent youth nicotine dependence, (2) reduce commercial tobacco product use, and (3) work with priority populations to reduce tobacco-related health disparities. A. The following long-term measures support the outcomes:

1. Reduce the percentage of Utah high school students who use tobacco (including vaping) to 8%.
2. Reduce the percentage of Utah young adults (18-24 years old) who vape to 15%.
3. Reduce adult cigarette smoking in very high Health Improvement Index areas to 10%.
4. Reduce the percentage of Utah adults on Medicaid who smoke to 18%.
5. Reduce the percentage of Utah adults (with no health insurance) who smoke to 16%.
6. Decrease the percentage of adult cigarette smoking (disparate populations) by 5% relative to baseline



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

August 16, 2024

Commissioner Jamie Harvey
Chair, San Juan County Commission
117 South Main
Monticello, Utah 84535

Dear Commissioner Harvey:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-49-0055-022-2024 at Cal Black Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor’s authorized representative(s) (hereinafter “authorized representative”).
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor’s attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor’s attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor’s attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 6, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Eric Trinklein, (303) 342-1265, eric.trinklein@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


John P. Bauer (Aug 16, 2024 10:13 MDT)

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 16, 2024
Airport/Planning Area	Cal Black Memorial Airport
Airport Infrastructure Grant Number	3-49-0055-022-2024 [Contract No. DOT-FA24NM-1108]
Unique Entity Identifier	WCVABP2FEVA2

TO: County of San Juan, Utah

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Utah.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 27, 2024, and amended August 12, 2024, for a grant of Federal funds for a project at or associated with the Cal Black Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Cal Black Memorial Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A (phase I design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L.

116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90.63) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$359,999.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$359,999 for airport development or noise program implementation; and,

\$0 for land acquisition.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 6, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

- 17. Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements

will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

- 29. FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

- 30. Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
- 31. Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
- 32. Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
- 33. Grants Issued on Estimates.** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Rehabilitate Taxiway A (Design); and the parties agree that within 250 days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for Rehabilitate Taxiway A (Construction) contained within the project description, which is more fully described in the Project Application. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

- 34. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

- 35. Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
- 36. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 37. Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

John P Bauer

John P Bauer (Aug 16, 2024 10:13 MDT)

(Signature)

John P Bauer

(Typed Name)

Manager, Denver ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

COUNTY OF SAN JUAN, UTAH

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (County of San Juan, Utah), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of January 27, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

An aerial photograph of a vast mountain range. The foreground is a dense, green forest. In the middle ground, a valley is filled with a mix of green and yellow trees, suggesting early autumn. The background shows rugged, rocky mountain peaks under a sky with soft, orange and yellow light from a setting or rising sun. A small pond is visible on the left side of the valley.

Manti-La Sal National Forest

Land Management Plan Revision and EIS Update

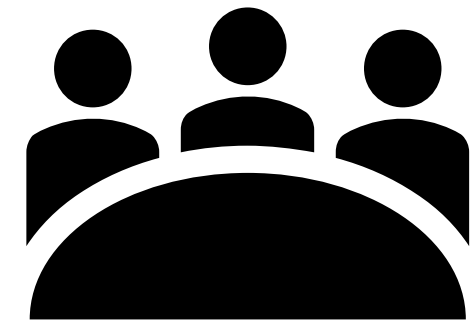
August 2024

Forest Leadership

- Barbara Van Alstine - Forest Supervisor (barbara.vanalstine@usda.gov)
- Michael Engelhart – Moab and Monticello District Ranger (michael.engelhart@usda.gov)
- Orlando Cortez – Deputy District Ranger Monticello (orlando.cortez@usda.gov)
- Darren Olsen – Price and Ferron District Ranger (darren.olsen@usda.gov)
- Michael Scottorn – Acting Sanpete District Ranger (michael.scottorn@usda.gov.)

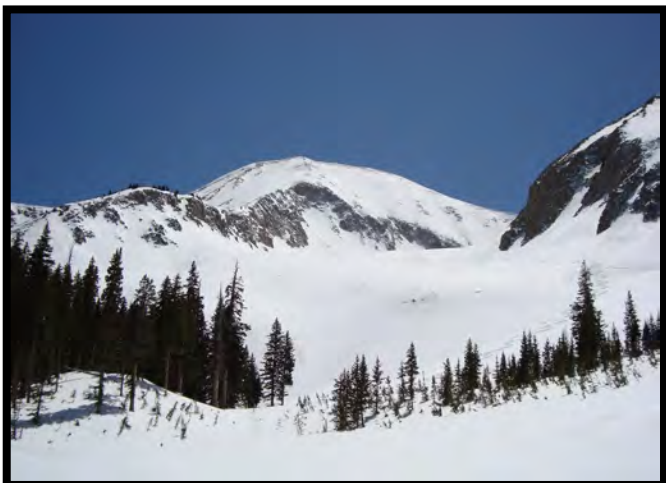
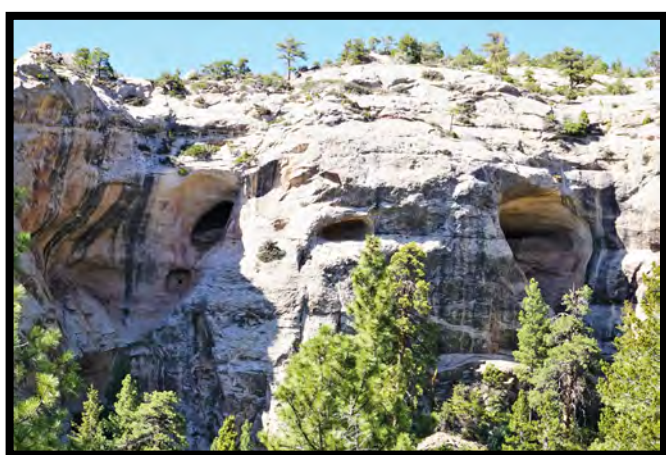
Planning Team

- Josey Muse - Acting Forest Plan Revision Team Lead (josephine.muse@usda.gov)
- Ashley Philbeck – Acting Tribal Relations Specialist (ashley.philbeck@usda.gov)
- Brock Fausett – Geospatial Planner (brock.fausett@usda.gov)

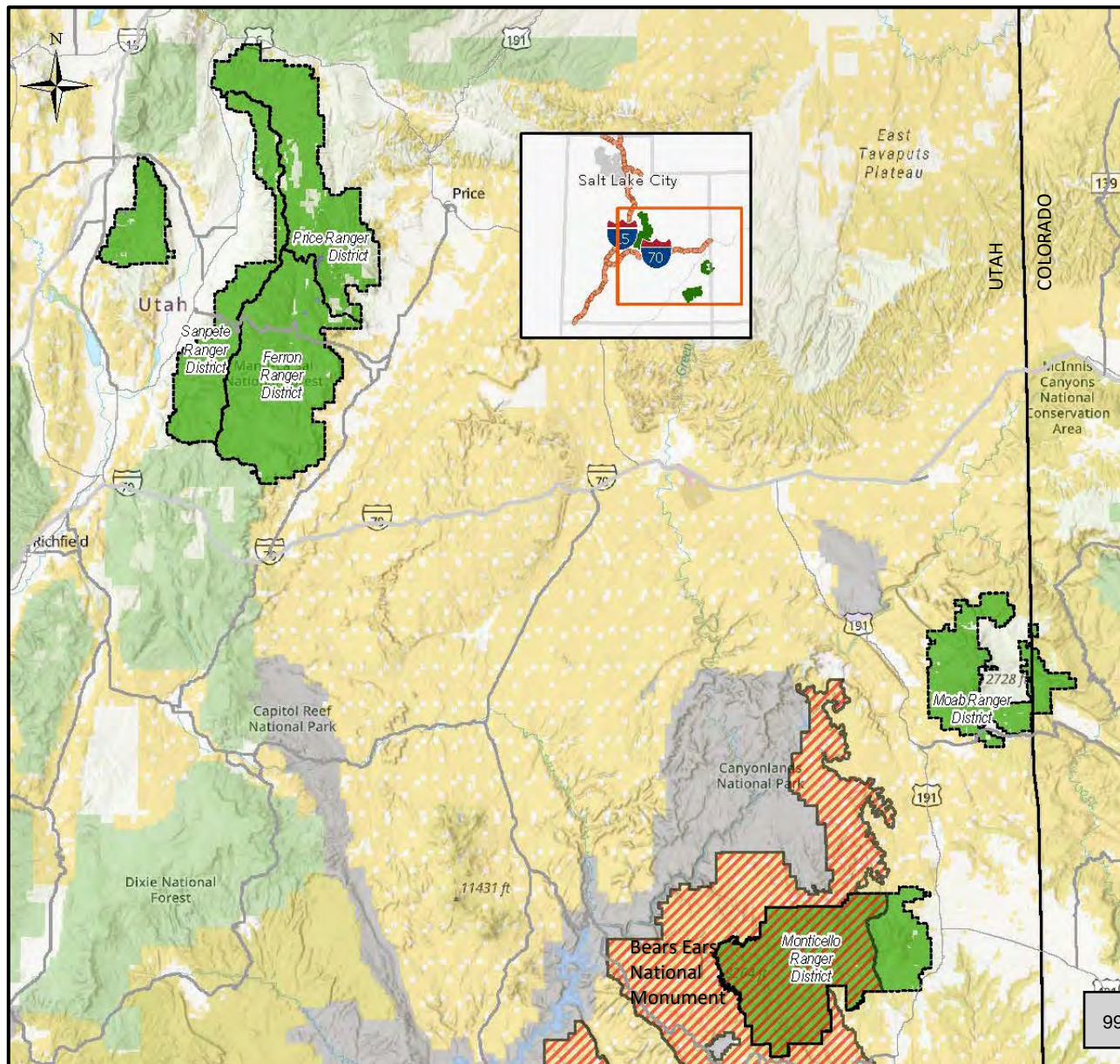


The Manti-La Sal National Forest

- Intermountain Region
- Central and southeastern Utah and southwestern Colorado



- **1.3 million acres**
- 5 Ranger Districts
- 2 States
- 10 Counties
- 2 Wilderness Areas
- Bears Ears National Monument



Pre-assessment and Assessment

- July 2016 – Notice of Initiation of Assessment
- ~900 comments
- ~500 comments on wilderness evaluation

Draft Plan Scoping

- August 2021 – Notice of Intent
- ~6,300 comments
- ~3,000 unique
- ecological resilience
- support for traditional and cultural ways of life
- sustainable recreation

Draft Plan and Draft Environmental Impact Statement

- August 2023 - Notice of Availability of DEIS and Draft Plan
- ~ 820 comment letters
- ~ 405 unique letters

- ~ 2,225 comments
- ~ 200 comment categories

1986 Plan has been amended 23 times

Comment themes from the Notice of Availability Draft EIS and Draft Forest Plan Comment Period



Cooperators

- Utah and Colorado state delegations
- 10 Nations, Tribes, and Pueblos:
 - Hopi Tribe, Navajo Nation, Pueblo of Acoma, Pueblo of Laguna, Pueblo of San Felipe, Pueblo of Tesuque, Pueblo of Zia, Pueblo of Zuni, The Ute Indian Tribe, Ute Mountain Ute
- 10 counties:
 - Utah: Carbon, Emery, Grand, Juab, San Juan, Sanpete, Sevier and Utah
 - Colorado: Mesa and Montrose
- 7 conservation districts (all in Utah):
 - Grand, Juab, Price River, San Juan, Sanpete, San Rafael, and Sevier
- 4 cities (all in Utah):
 - Blanding, Castle Valley, Moab, and Monticello
- National Park Service and Bureau of Land Management
- Utah Public Lands Policy Coordinating Office



Currently working on Content analysis and comment response.

Prepare FEIS and Final Plan

Consistency Review of the Cooperating Agencies resource management plans and the Final Plan

- Follow-up with Cooperating Agency meetings prior to the release of the Final Environmental Impact Statement (FEIS) and Final Plan

On-going Tribal Consultation prior to the release of the FEIS and Final Plan

- Complete formal consultation prior to the release of the Final Environmental Impact Statement (FEIS) and Final Plan

Conduct Regional Office and Washington Office reviews of final documents

- Working in coordination with other planning efforts: the Bears Ears National Monument Plan and the National Old Growth Amendment

FEIS/Final Plan/Draft Record of Decision is expected to be available in 2025 with a 60-day Notice of Opportunity to Object period





- The draft Environmental Impact Statement, draft Forest Plan, and supporting documents are available for review on our Forest Plan Revision webpage:

[Manti-La Sal National Forest - Planning \(usda.gov\)](https://www.usda.gov/forestplanrevision/mantisal)

- An interactive map of the draft Environmental Impact Statement, draft Forest Plan can be viewed here:

[Manti-La Sal Forest Plan Revision Draft Environmental Impact Statement Interactive Map \(arcgis.com\)](https://www.arcgis.com/home/webmap/viewer.html?appid=41662394748245040000000000000000)





STAFF REPORT

MEETING DATE: August 20th, 2024

ITEM TITLE, PRESENTER: Contract for Keynote Speaker Deb Brown at the San Juan County USU Arts and Event Center for San Juan County Business Basecamp Conference, Elaine Gizler, Economic Development Director

RECOMMENDATION: Action

SUMMARY

Deb Brown, author and Co-Founder of Save Your Town, will be approved as a Key-Note Speaker at the 3rd annual San Juan County Business Basecamp Summit:

Deb Brown, cofounder of SaveYour.Town is a vibrant storyteller and community advocates dedicated to revitalizing small towns across America. As the author of ["From Possibilities to Reality: Save Your Small Town,"](#) Deb shares practical strategies that inspire others to embrace their local potential. Her approach is solution-oriented, emphasizing the importance of community engagement and collaboration.

Deb will stay in San Juan County for three nights; she will tour the Cities and the County and hopes to meet with the Mayors. She will be at the Summit the entire day, meeting and talking to attendees.

HISTORY/PAST ACTION

Each year of the summit, we have had keynote speakers from various backgrounds who bring insight and vision to inspire the attendees.

FISCAL IMPACT

\$6000, which will cover expenses for flight, lodging, meals, etc. The cost will be funded from the sponsorship funds received, and the rural grant funding will cover the event costs.

INVOICE

Building Possibility and SaveYour.Town

Item 10.

Amount Due (USD)
\$6,000.00

BILL TO
San Juan County, Utah
Elaine Gizler
egizler@sanjuancounty.org

Invoice Number: Business Summit 12-5-24
Invoice Date: July 31, 2024
Payment Due: July 31, 2024

ITEMS	QUANTITY	PRICE	AMOUNT
Speaker fee keynote	1	\$4,500.00	\$4,500.00
Travel	1	\$1,500.00	\$1,500.00
Subtotal:			\$6,000.00
Total:			\$6,000.00
Amount Due (USD):			\$6,000.00

Notes / Terms

Please send 50% upon receipt and have the remainder to give to me at the event. Of course, you can send it all now if you wish.

Mail Check to:
Deb Brown
151 Grande View Drive #187
Biloxi, MS 39531

If you wish to pay by credit card, let me know and I will get you the correct info to do so.

SAVEYOUR
.town

Deb Brown at Building Possibility & SaveYour.Town
151 Grande View Drive
#187
Biloxi, Mississippi 39531
United States

Contact Information
6415800103
www.SaveYour.Town

Request for Taxpayer Identification Number and Certification

Item 10.

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Debra Brown	
	Business name, if different from above	
	Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 710 Lindh Road, #71	Requester's name and address (optional)
	City, state, and ZIP code Gulfport, MS 39507	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number		
480	74	3222
or		
Employer identification number		

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 1-1-2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Speaking Agreement

SaveYour.Town - Deb Brown

Event/Date/Time

I'm excited to confirm that I will be your keynote speaker at the San Juan Business Summit on December 5, 2024.

Speaking Details

I'll give a keynote presentation on Thursday, December 5. I am also available to participate in a panel on social media.

Arrival and Departure Details/Ground Transport

I will fly into Durango, Colorado, on 12/3. If necessary, I will rent a car there. I will fly out from Durango on 12/6.

Lodging

You will make a reservation for me in one non-smoking room at the conference hotel on December 3, 4, and 5.

Fee

The entire cost is \$6,000. The speaking fee is US \$4,500, and the travel cost is \$1,500. I prefer a deposit of one-half of the fee immediately and payment of the remainder at the event.

A/V Requirements

I will bring a copy of my presentation on a USB thumb drive in PPTX and PDF formats. I will also bring a presenter's remote to advance the slides. I will need a computer with an available USB port, and PowerPoint installed. If providing a computer is not possible, I can bring a laptop, given at least one week's advance notice. In either case, I will need a standard projector. I prefer a lavalier, over-the-ear mic, or a wireless handheld mic. If internet access and the latest version of PowerPoint are available, I prefer to turn on live captions during my talk.

Photos/Recordings

You are welcome to take photos or record video or audio of my talk to use within your organization to reach people who couldn't attend, hold review sessions with attendees, or promote your future events. In exchange, I ask that you provide me with copies of any video, photos, or audio made so I may use them to promote my speaking services.

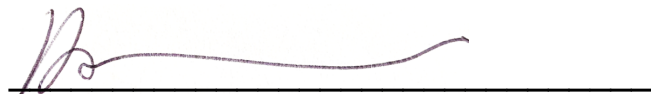
Cancellation or Illness

We hope these things never happen! If you need to reschedule your event, you can do that for up to 2 years, subject to my availability. If you need to cancel your event or drop me as a speaker, I'll keep the deposit, and you'll reimburse me for any non-refundable travel expenses I've paid. If I am ill or unable to make it to your event, you have the option of accepting Becky McCray as a replacement speaker if she's available, rescheduling me for another date, or receiving a full refund of any payments you've made to me.

Promotional Materials

My bio and photo have been sent to you via email. If you need other promotional materials, I will do my best to provide them promptly.

Signature



Deb Brown, Co-founder SaveYour.Town

7/31/2024

Date

Other Party:

Name of Authorized Representative

Title

Signature, Authorized Representative

Date



COMMISSION STAFF REPORT

MEETING DATE: August 20, 2024

ITEM TITLE, PRESENTER: Consideration and approval of the Standard Service Provider Contract with Lyle Northern Electric for the installation of LED lighting at the Fairgrounds Arena, Sam Long, Facilities Maintenance Director

RECOMMENDATION: Approve the contract

SUMMARY

The arena lights at the Fairgrounds have significantly degraded over time, dramatically reducing their light output and efficiency. They also have operational disadvantages, as they take a significant time to heat up before they come to full brightness. We have received a proposal from Codale Electric to supply new high efficiency LED light fixtures under a state purchasing contract. This contract with Lyle Northern Electric is for the installation of the new fixtures.

HISTORY/PAST ACTION

None

FISCAL IMPACT

\$4,900.00

STANDARD SERVICE PROVIDER CONTRACT

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

Service Provider:	Lyle Northern Electric	Contact Phone Number:	435-678-3933
Contact Person:	Davey Lee	Contact Email Address:	Davey@LNElectric.net
Address:	61 West 300 North Blanding, UT 84511	Type of Service:	Electrical Contractor

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

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, desires to provide the contractual services under this contract.

The parties therefore agree as follows:

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

Service Provider shall provide full services required for

- Labor to replace arena lights (lights provided by owner)
- Labor to replace animal pen flood lights
- Labor to replace wall pack lights on back of grandstand
- Lift rental

2. Compensation.

- A. Upon the Service Provider’s completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider \$4,900.00.
- B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
- C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
- D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
- F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

3. Effectiveness, Date, and Termination. This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature). This contract will terminate on December 31, 2024 at 11:59 p.m.

4. Early Termination.

- A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County’s annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County’s notice is effective under section 8.
- B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider’s services, which termination will be effective at midnight on the fifth day after San Juan County’s notice is effective under section 8.
- C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County’s notice is effective under section 8.
- D. San Juan County may terminate this contact, which termination will be effective at the time San Juan County’s notice is effective under section 8, if:

- (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
- (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer's warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- E. The Service Provider shall assign and deliver to San Juan County all manufacturers' warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

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

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
- (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers' Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

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

7. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against San Juan County, San Juan County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("San Juan County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of

this contract and for a period of six years after the termination of this contract, indemnify those San Juan Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”) and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (“Litigation Expense”) (Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.

- 8. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>	<u>Service Provider</u>	
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	<u>With a copy to:</u> San Juan County Attn: Attorney’s Office PO Box 9 Monticello, UT 84535	Lyle Northern Electric 61 W 300 N Blanding, UT 84511

- 9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.

- 10. **Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.

- 11. **Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
 - A. Any discretion granted under this contract;
 - B. Any right to satisfy a condition under this contract;
 - C. Any remedy under this contract; or
 - D. Any obligation imposed under this contract.

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

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

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

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

- 15. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
 - A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

- 16. **Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties

digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force as original signatures.

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

<p>SAN JUAN COUNTY</p> <p>By: _____ Jamie Harvey, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman W. Duncan San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>LYLE NORTHERN ELECTRIC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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COMMISSION STAFF REPORT

MEETING DATE: August 20, 2024

ITEM TITLE, PRESENTER: Funding approval for contract purchase and deployment of Axon Body Camera 4 and Fleet 4 vehicle camera systems to San Juan County Sheriff's Office patrols.

RECOMMENDATION: Approval

SUMMARY

The San Juan County Sheriff's Office is requesting the approval of the contract purchase of Axon Body Camera 4 and Fleet 3 vehicle camera systems.

IAW Utah Code 77-7a-104. Activation and use of body-worn cameras.

- (1) An officer using a body-worn camera shall verify that the equipment is properly functioning as is reasonably within the officer's ability.
- (2) An officer shall report any malfunctioning equipment to the officer's supervisor if:
 - (a) the body-worn camera issued to the officer is not functioning properly at any time while the officer is on duty.
 - (b) an officer determines that the officer's body-worn camera is not functioning properly at any time while the officer is on duty.
- (3) An officer shall wear the body-worn camera so that it is clearly visible to the person being recorded.
- (4) An officer shall activate the body-worn camera so that it is clearly visible to the person being recorded.
- (5) An officer shall record in an uninterrupted manner until after the conclusion of a law enforcement encounter, except as an interruption of a recording is allowed under this section.

...

If approved, the purchase of the Axon body-worn cameras and Fleet vehicle mounted cameras is crucial to enhancing the safety, accountability, and transparency of our law enforcement operations. This upgrade is necessary to ensure compliance with Utah Code 77-7a-104 and will provide each patrol deputy and their vehicles with the upgraded and reliable technology required in these challenging times for law enforcement.

If not approved, the patrol deputies will continue to perform their duties to the best of their abilities. However, the combination of older versions of body worn/vehicle mounted cameras with errors, failed recordings, upload failures, and lack of accessibility will only increase. In addition, the requirement to turn in the loaned body-worn cameras will place several deputies without the ability to record. This will place the San Juan County Sheriff's Office into a situation in violation of Utah Code 77-7a-104, in question during court for lost/unavailable critical evidence, and at risk of lawsuit.

CURRENT SITUATION:

The San Juan County Sheriff's Office recognizes the numerous benefits that derive from the use of Body-Worn Cameras and Vehicle Mounted Cameras, including, but not limited to, enhancing public trust in law enforcement operations; increasing officer and public safety; ensuring greater transparency and accountability; providing accurate officer reporting and court testimony; bolstering evidence collection for investigative, prosecutorial, and disciplinary purposes; and facilitating opportunities for officer training. It is the sheriff's office goal to document encounters between deputies and the public, while ensuring the constitutional and privacy rights of individuals are honored and respected.

Currently the San Juan County Sheriff's office has a piecemealed distribution of body-worn cameras throughout the patrol section. Predominantly, older versions of the Watchguard brand of body-worn cameras. There is an insufficient number of the older Watchguard body worn cameras and several of the senior patrol administrators are utilizing temporary loaned versions of newer body-worn cameras in an attempt to be in accordance with Utah Code 77-7a-104, we are past the end date of these loaned cameras.

Additionally, the older versions of the Watchguard body-worn cameras are currently problematic. Across the patrol section errors are a daily occurrence. They include the fact that many of the fielded Watchguard body-worn cameras and vehicle cameras are having recording errors wherein the video recording fails; many will not upload to the server from the body-worn camera or vehicle; body-worn cameras batteries are failing or will have 0% charge at the start of a deputies shift.

If and when, these errors occur during a significant response, encounter with a citizen, or during a significant criminal investigation, will place the San Juan County Sheriff's Office into a situation in violation of Utah Code 77-7a-104, in question during court for lost/unavailable critical evidence, and at risk of lawsuit.

Upgrading to Axon Body Camera 4 and Fleet 3 Vehicle mounted cameras will upgrade the recording systems which will provide high definition video, and clear audio recording. The Axon contract will provide:

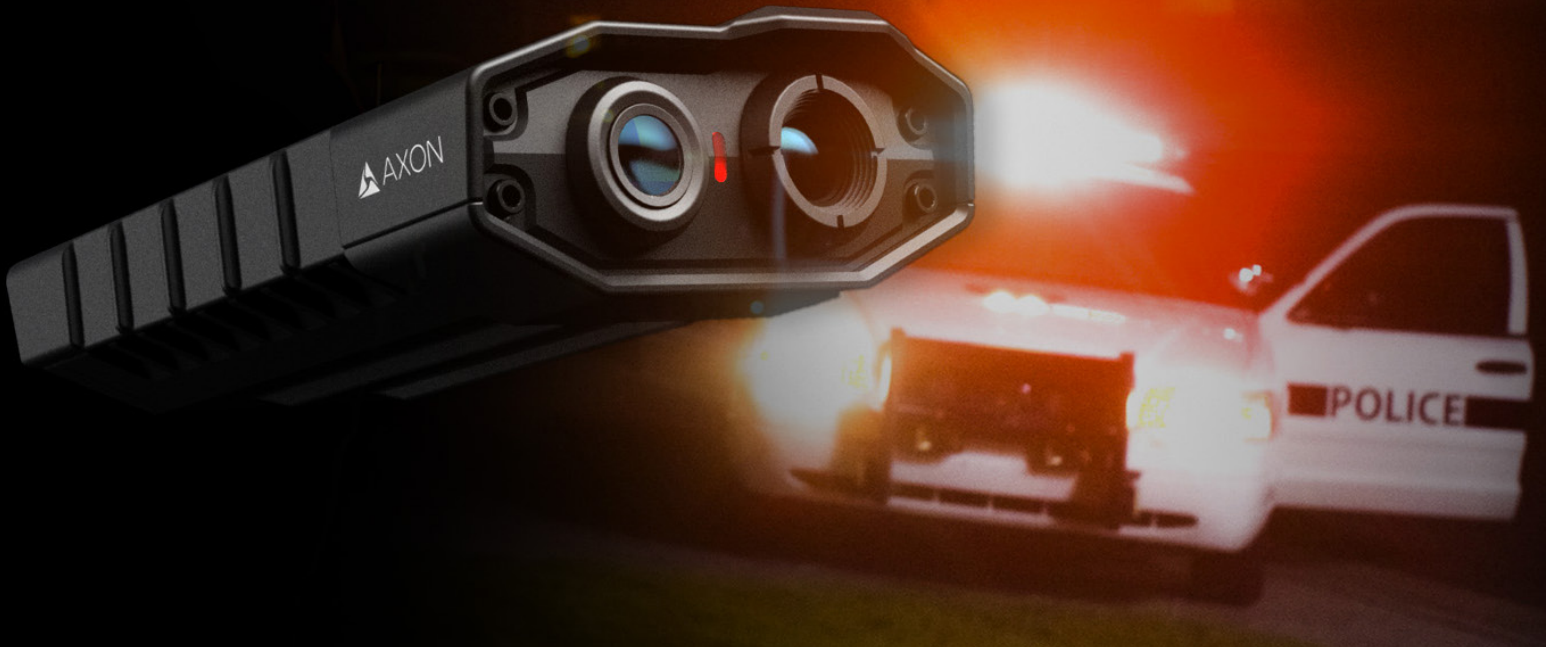
- Technology Assurance Plan (TAP): provides replacement with latest cameras and docking stations at the 2.5 year mark.
- 5 year “no questions asked” warranty coverage on all hardware.
- Axon Capture mobile app for cellular telephones to upload photographs and other audio recordings.
- Access to Redaction Studio for video/audio redaction to assist in accordance with Utah Code 63G-2-2. Government Access Records Act (GRAMA) and Utah Code 13-44-2. Protection of Personal Information.
- Axon Professional Services: Training on equipment and Evidence.com
- 24/7 Customer Service, Arizona based company and assigned/dedicated team after sale.
- Installation.

FISCAL IMPACT

The funding amount is approximately \$58, 371 per year over a contracted 5 year plan, totalling approximately \$291, 856.

The Beer Tax fund provided to the county is approximately \$44, 277 annually and the Bureau of Land Management funding of \$27,000 annually. These combined with the separate annual Forest service funds of \$5,000 annually (Currently \$28,600, half available for equipment purchases, which must be spent or forfeit by mid September, 2024). These funds should be considered as offsetting the annual contracted amount of \$58, 371.

/ FLEET 3



DRIVE THE FUTURE WITH INNOVATIVE, INTEGRATED IN-CAR VIDEO

ALPR in every vehicle | Situational awareness with livestreaming | Dual-View Camera

Instead of two independent vehicle camera systems for siloed ALPR and evidence capture, why not centralize powerful capabilities into one in-car video system? Meet Fleet 3. Yes, it records the best-quality evidence from its Dual-View Camera. It also gives every vehicle ALPR capabilities, which means 8X more coverage for the same spend as traditional systems. Plus, real-time situational awareness features including alerts, live maps and video/audio streaming help leaders and dispatchers maintain visibility into what officers are facing in the field. It's a 3-in-1 that will change how you think about in-car solutions, all part of the Axon network.

FEATURES & BENEFITS

/ DUAL-VIEW CAMERA

Panoramic video camera captures clear video evidence, and 4k ALPR camera with edge AI processing covers 3 lanes of traffic

/ INTERIOR CAMERA

Capture from below occupant's knee to above their head, with color in well-lit conditions and infrared illumination for night view

/ ALPR HOTLIST ALERTS

Configurable MDC alerts help officers get notified about important plates without losing focus

/ LIVESTREAMING AND LOCATION UPDATES

Axon Respond for devices enables leaders to receive alerts, and view vehicle location and livestreams in real-time

/ FLEET HUB

Includes secure solid-state storage, wireless communications, and garage- and tunnel-friendly location system. Footage is uploaded even without the MDC over LTE or Wi-Fi

/ FLEET DASHBOARD APP

One simple interface for ALPR alerts, camera control, preview and tagging of evidence, and zoom

FEATURES & BENEFITS CONTINUED

/ WIRELESS ACTIVATION

Compatible with Axon Signal, which activates cameras based on certain events including light bar activation, speed threshold, and other configurable triggers

/ WIRELESS MIC

Capture clear audio up to 1,000 feet away from the vehicle with one or two Wireless Mics per vehicle

/ BWC PAIRING & UPLOAD

Pairs wirelessly with any Axon body camera, and router connection can upload footage wirelessly

/ VIDEO RECALL

Retains last 24 hours of video for each camera so critical footage can be retrieved remotely and no evidence is missed

/ MULTI-CAM PLAYBACK

Watch up to four in-car or BWC videos recorded at a scene using Axon Evidence, with videos automatically associated based on device proximity

SPECIFICATIONS

DUAL-VIEW CAMERA: Up to 1080p resolution, 160° field-of-view (FOV) for evidence, 16:9 or 5:2 panoramic aspect ratio, 12x digital zoom, 360° swivel mount

INTERIOR CAMERA: Up to 1080p resolution, 160° FOV, 4:3 aspect ratio (occupant knee to head), color in light conditions, IR illumination in low-light

HUB: 240GB video storage, 5 PoE ports for devices, 10 inputs for 12V triggers, Wi-Fi, BLE, GNSS

ALPR COVERAGE: Up to three traffic lanes with one camera using 4k resolution

VIDEO RECALL: 24 hours per camera

THE NEW IN-CAR EXPERIENCE

Officer J is on patrol, with ALPR active from the Dual-View Camera. He gets a stolen vehicle alert, and quickly confirms it via the Fleet Dashboard app. He flips on the lightbar, which starts the recording from the Dual-View Camera and his BWC.

The suspect begins speeding away, and Officer J does too. His supervisor receives an alert in Axon Respond and pulls up the livestream, with views from the front camera and BWC. The suspect parks and flees, but Officer J tracks him down and makes the arrest, with the supervisor having awareness the entire time. The Interior Camera begins recording once the rear door is opened. Later, Officer J reviews the video, and the footage is automatically uploaded to Axon Evidence from the Fleet 3 Hub. In Axon Evidence, authorized users view a synced playback of all video, including a tagged moment when the suspect tossed a baggie of drugs on the side of the road. Charges filed, case closed.

SECURITY: Firmware updates and all evidence encrypted on Hub

FLEET DASHBOARD APP: Windows 10 or Windows 7 required; Android and iOS forthcoming

CAMERA AND HUB OPERATING TEMPERATURE: -40°C to +85°C

WIRELESS MIC OPERATING TEMPERATURE: -40°C to +70°C

HUB INGRESS RATING: IP50

CAMERA INGRESS RATING: IP54

WIRELESS MIC INGRESS RATING: IP67



AXON BODY 4



Axon Body 4 is more than just a body camera - it's your reliable partner on the field, maximizing safety and transparency with enhanced camera options, longer-lasting battery, and the ability to request support anywhere. With streamlined operation and faster charging, you'll spend less time on administrative tasks and more time on what really matters - keeping yourself and others safe. The improved security and storage options give you the confidence that your footage is secure and always within reach. Plus, the optional Flex POV module lets you capture every moment from any angle. Elevate your performance and safety with Axon Body 4.

Capture Scenes from Any Angle

Capture unique perspectives with the optional Flex POV module. Plug it into an Axon Body 4 camera to record from new angles, like head mounted, shoulders, or in-hand for viewing around corners or underneath vehicles. It's smaller, lighter, and more durable than the Flex 2, with an IP67 waterproof rating and no need for charging, resulting in maximum flexibility.

FEATURES & BENEFITS

FULL SHIFT CONNECTED CAMERA WITHOUT COMPROMISES

Don't let a dead battery leave you exposed. With a larger 4300 mAh battery, Axon Body 4 lasts a full shift even when using Respond real-time services.

ROBUST BI-DIRECTIONAL COMMUNICATIONS*

Collaborate like never before with our robust two-way communications feature. Field personnel can request that designated support teams view their body camera livestreams with a single click of the Watch Me button, providing an extra set of eyes on the scene. Plus, our bi-directional communication system allows for seamless communication between livestream viewers and Axon Body 4 users, making it easier than ever to stay connected.

ENHANCED IMAGING

Never miss a moment with our enhanced camera options. The 4:3 aspect ratio with a 160-degree field of view increases visibility by 39%, allowing you to capture more of the situation. Plus, our upgraded 5 MP sensor provides sharper images with more detail.

STREAMLINED OPERATION FOR GREATER EFFICIENCY

With simplified camera registration and operation, programmable buttons, mute and sleep reminders, and recording and power off confirmations, users can easily control their cameras and stay on top of their recording statuses.

REAL-TIME SUPPORT*

Stay connected and in control with Axon Respond. Our real-time support system lets you view user locations on live maps, receive instant alerts to potential escalations, and even view developing situations through live streams. Plus, with the ability to upload critical recordings in the field, you'll always have the tools you need to stay ahead of the curve.

FASTER, MORE CONVENIENT CHARGING

Get back to work quickly with the new magnetic disconnect fast charge cable, which delivers 20% charge to your device in 30 minutes.

IMPROVED SECURITY AND STORAGE

Capture footage with confidence knowing it is secured with XTS-AES 256 bit disk encryption. Plus, with an increased 128GB solid state hard drive, you can store even more footage and images.



SPECIFICATIONS

VIDEO RESOLUTION 1440, 1080, 720, 480	BATTERY LIFE 14 HOURS	PRE-EVENT BUFFER CONFIGURABLE UP TO 120 SEC	US MILITARY STANDARD MIL-STD-810G	OPERATING TEMPERATURE -20 C TO 50 C
VIDEO FORMAT MPEG4	STORAGE 128 GB	IP RATING IP67	DROP TEST 6 FEET	ENCRYPTION XTS-AES 256 FULL DISK ENCRYPTION

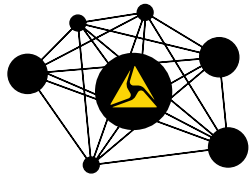
*REQUIRES AXON RESPOND

9 REASONS WHY YOU SHOULD CHOOSE AXON



Item 12.

YOUR MISSION EVERY DAY IS TO PROTECT LIFE. SO IS OURS. WE ARE AXON, A TEAM COMMITTED TO PUSHING THE BOUNDARIES OF TECHNOLOGY TO HELP YOU FEEL MORE CONFIDENT IN THE FIELD, AT THE STATION, AND IN COURT.



AXON ECOSYSTEM

Provides seamless end-to-end workflow solutions with connected devices and software, so you can focus on what matters most.



MANUFACTURED IN ARIZONA

All of our products are made at our HQ in Scottsdale.



24/7 CUSTOMER SUPPORT

Plus a dedicated Customer Success Manager to act as your personal advocate.



OUR ROADMAP

Is based on direct feedback from customers to better adapt to their needs.



SEAMLESS INTEGRATIONS

With our strategic partners allow for ease of sharing with no workflow disruptions.



120+ PERSON

Professional Services Team is available for on-site implementation.



WE OFFER PRODUCT TRIALS

Because we are confident you will love our products too.



25,000 AGENCIES

Across the country trust Axon's products to protect life, preserve truth, and accelerate justice.

—1993—

PROTECTING LIFE FOR 3 DECADES

Axon has been focused on protecting life as the trusted name in public safety.

Correctional Vehicle parked in Blanding

1. Purpose

To establish guidelines for the use of a vehicle stationed at the Blanding office correctional deputies for emergencies and call-outs, ensuring quick response times and the efficient use of resources.

2. Scope

This policy applies to all correctional deputies stationed at the Blanding office who may need to use the vehicle for emergency situations or call-outs.

3. Definitions

Emergency: An unexpected and urgent situation requiring immediate action, such as incidents involving inmate escapes, serious injuries, or critical security breaches.

Call-Out: A situation where a correctional deputy is summoned to respond to an incident outside of their scheduled duty hours.

4. Responsibilities

Correctional Deputies: Ensure the vehicle is used only for authorized purposes, adhere to all traffic laws, and maintain the vehicle's cleanliness and readiness.

Supervisors: Authorize the use of the vehicle for emergencies and call-outs, ensure deputies are aware of this policy, and monitor vehicle use compliance.

Fleet Management: Maintain the vehicle in good working condition, ensure it is regularly serviced, and keep it equipped with necessary emergency equipment.

5. Procedures

5.1 Authorization

Deputies must receive authorization from their supervisor before using the vehicle, except in immediate emergency situations where obtaining prior approval is impractical.

In such cases, the deputy must notify their supervisor as soon as possible after the emergency has been addressed.

5.2 Vehicle Use

The vehicle is to be used exclusively for official duties related to emergencies and call-outs. No personal use of the vehicle is permitted under any circumstances.

Deputies are not allowed to take the vehicle home. It must be returned to the Blanding office after each use.

The vehicle must be driven responsibly, adhering to all traffic laws and regulations.

5.3 Equipment and Maintenance

Deputies must ensure the vehicle is equipped with necessary emergency supplies, such as first aid kits, communication devices, and any other relevant equipment.

Any issues or damages to the vehicle must be reported to fleet management immediately.

Deputies must refuel the vehicle after use if it falls below half a tank of fuel.

5.4 Post-Use

After each use, deputies must complete a post-use inspection checklist to ensure the vehicle is in good condition and ready for the next emergency.

Any items used from the emergency supplies must be reported and restocked as soon as possible.

6. Compliance

Failure to comply with this policy may result in disciplinary action, including suspension of vehicle use privileges or other appropriate measures.

7. Review and Amendment

This policy will be reviewed annually by the Sheriff or designee to ensure its effectiveness and relevance. Amendments may be made as necessary to address any changes in operational needs or resources.

Therapist Vehicle Use Policy

1. Purpose

The purpose of this policy is to outline the guidelines and conditions under which a therapist employed by the San Juan County Sheriff's Office may use county vehicles.

2. Scope

This policy applies to any therapist employed by the San Juan County Sheriff's Office who is authorized to use county vehicles.

3. Vehicle Use Eligibility

- a. Only a therapist with a valid driver's license and a clean driving record is eligible to use a county vehicle.
- b. The therapist must have completed any required driver safety training provided by the county.

4. Permitted Use

- a. The therapist may use a county vehicle during scheduled work hours and in cases of emergency during non-scheduled work hours.
- b. The county vehicle may be accessed at the Blanding office and used as transportation to locations where the therapist's services are needed, particularly the San Juan County Sheriff's Office Public Safety Building.
- c. Personal use of the vehicle beyond what is necessary to travel to locations where the therapist's services are needed is prohibited, unless specifically authorized by the Sheriff or designee.

5. Responsibilities of Therapist

- a. Ensure the vehicle is maintained in good condition and report any issues or damages to the management immediately.
- b. Keep the vehicle clean and tidy.
- c. Follow all traffic laws and regulations.
- d. Ensure the vehicle is parked in designated parking areas at the office in Blanding.
- e. Notify the management promptly if the vehicle is involved in an accident or if any legal issues arise while using the vehicle.

6. Fuel and Maintenance

- a. The county will cover the costs of fuel and maintenance for the vehicle.
- b. Therapist must use county-provided fuel cards or reimbursement procedures as directed.

7. Insurance

- a. The county will provide insurance coverage for the vehicle.
- b. Therapist must carry proof of insurance in the vehicle at all times.

8. Consequences of Misuse

- a. Misuse of the vehicle, including personal use without authorization, reckless driving, or failure to comply with this policy, may result in disciplinary action up to and including termination of employment.

10. Policy Review

- a. This policy will be reviewed annually and updated as necessary.

11. Acknowledgment

The therapist authorized to use county vehicles must sign an acknowledgment form confirming their understanding and acceptance of this policy.

Acknowledgment Form

I, [Therapist Name], have read and understood the Vehicle Use Policy for therapist at San Juan County Sheriff's Office and San Juan County. I agree to comply with all terms and conditions outlined in this policy.

Signature: _____



SAN JUAN COUNTY ATTORNEY

Brittney M. Ivins
County Attorney
Mitchell D Maughan
Chief Deputy Attorney
Jens P Nielson
Deputy Attorney

To the San Juan County Commissioners:

Dear Commissioners:

The County Attorney's Office and the County Sheriff have recently collaborated on a revision of certain vehicle policies, including the policy for therapists and correctional vehicles. As part of this effort, we have consulted with our insurance underwriter, UCIP, and the policies of other counties. We feel that the updated policies are compliant with legal requirements and also meet the needs of the departments that make use of these vehicles. We feel we can defend these policies in a legal proceeding if needed.

If any additional information is needed from this office, please advise.

Sincerely,

Jens P Nielson
County Attorney's Office

Sheriff Lacy,

As I have discussed with the Sheriffs and Commissioners, there are several concerns and issues related to allowing employees to use county vehicles for personal use that is beyond incidental use, such as stopping at the drug store on a break if it is not as significant distance off the employee's normal route.

Firstly, any significant use of a vehicle for personal use is considered by the IRS to be compensation for tax purposes. This means an employee using a vehicle must track all personal use miles and business use miles and the county must withhold tax on the value of the personal use miles. This is not something the county can waive or pay for on behalf of the employee, the employee must pay tax on the personal use of the vehicle.

Beginning in 2019 the use of county owned vehicles (actually any public property) became much more complex as the legislature passed bills prohibiting personal use of public property, making a violation a misdemeanor to a felony depending on the extent of prohibited use. The statutes make exception to use of public property for "incidental use" such as the example given above. Use of a vehicle to commute to and from work is clearly beyond the scope of "incidental use". Any personal use of public property beyond incidental use must be authorized in advance by the governing body of the public entity.

One caveat to the authorization of the governing body is that the property authorized for personal use must be used by the employee to perform the duties of their job, and the use to perform their duties must be substantially more than the amount of personal use authorized. This means if an employee does not use a vehicle to perform the duties of their job, the governing body cannot authorize them to use a vehicle for personal use. If they do use a vehicle to perform their duties, they must use the vehicle on the job substantially more than they use it to commute.

If the justification for allowing personal use is to allow more rapid response to emergencies, or to use when "on-call", there should be a reasonable requirement for each employee to actually respond to a certain percentage of calls in order to justify their personal use.

I certainly understand the desire, especially for law enforcement, to have officers ready and equipped to respond when needed, I just want to make sure the county is going through the appropriate process to authorize legitimate personal use in order to protect the officers. An employee that uses a vehicle in violation of the statute is guilty of a felony, shall be terminated from employment, and is disqualified from public employment in the State of Utah. For your officers, use of a vehicle without authorization, or beyond the scope of authorized use means they cannot work in law enforcement or any other public employment in Utah.

There are other concerns that need to be addressed when authorizing use including the reduced coverage provided under statute when public vehicles are used for personal use, increased liability for workers compensation claims, and defense of employees in law suits arising from accidents during personal use.

Please let me know what I might be able to do to help you work with the Commission to protect your employees by getting a good personal use policy in place.

Respectfully,

Johnnie Miller, Chief Executive Officer

Utah Counties Indemnity Pool

5397 S Vine Street

Murray, UT 84107

D- 801-307-2114

C 801-718-7107

NOTICE: This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the attorney-client or other applicable privilege), or a protected record under Utah's government records laws. Any use of this information by anyone other than the intended recipient is prohibited. If you are not the intended recipient, you are hereby notified that any review, disclosure, dissemination, or copying of this e-mail and its attachment(s), if any, or the information contained herein, or any action taken or omitted in reliance on it, is prohibited and may be unlawful. If you have received this e-mail in error, please immediately notify the sender by return e-mail and delete this e-mail from your system.



COMMISSION STAFF REPORT

MEETING DATE: August 20, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Cal Black Memorial Airport Contract between Lyle Northern Electric, Inc and San Juan County to Relocate and Replace Automated Weather Observing System and Replace the Beacon.
Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Approving the Agreement

SUMMARY

San Juan County has worked with the Federal Aviation Administration (FAA) in developing a Capital Improvement Plan for the Cal Black Memorial Airport, in which the plan, for the past several years included an upgrade of the automated All-Weather System that is outdated at the airport. The Federal Aviation Administration has awarded to the County 90% of the total costs of the project estimated to be \$273,480.50. The cost of the project was submitted by Lyle Northern Electric, Inc to be that of \$273,480.50. The State of Utah allocates 5% of the costs for the project and then the County picks up the remaining 5% or \$13,674.02 to the project. The Federal Aviation Administration requires a 10% match to fund each project that takes place at the Cal Black Memorial Airport. Currently, our All-Weather System has not been functioning properly and our contracted vendor maintaining the system has indicated that we need to upgrade this system as they are no longer able to provide parts to keep the system operational. This project upgrades the system as well as relocates the beacon light to the airport.

HISTORY/PAST ACTION

The Commission Approved the Notice of Award to Lyle Northern Electric, Inc. back in July of 2024 in which the County and Jviation, a Woopert Company, has been negotiating a contract and waiting for the FAA grant notification for the award of this project.

FISCAL IMPACT

This project will cost the County \$13,674.02 which will come from General Funds, which is the required FAA match for the project.

CONTRACT AGREEMENT

Cal Black Memorial Airport
Halls Crossing, Utah
AIP PROJECT NO. 3-49-0055-023-2024

THIS AGREEMENT, made and entered into this 6th day of August, 2024, by and between San Juan County, Party of the First Part, hereinafter referred to as the "Owner", and Lyle Northern Electric, Inc., Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including Relocate & Replace AWOS and Replace Beacon and other incidental work at the Cal Black Memorial Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

ARTICLE 5. The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the original estimated quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a Notice to Proceed and the Contractor further agrees to complete said work within 10 working day(s).

Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of \$500.00/working day(s) shall be paid to the Airport for that time which exceeds the number of working day(s) allowed in this paragraph. In addition, up to \$1,730.00/working day(s) for the construction manager plus up to \$1,390.00/working day(s) for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of working day(s) allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

ARTICLE 7. The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by owner that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Owner's performance under the contract is subject to receipt of funds from the FAA and further is subject to annual appropriation by Owner in accordance with a budget adopted by the County Commission. Owner may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

The total estimated cost for AIP project #3-49-0055-023-2024 thereof to be Two Hundred Seventy-Three Thousand Four Hundred Eighty and 50/100 Dollars (\$273,480.50).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part

OWNER, Party of the First Part

LYLE NORTHERN ELECTRIC, INC.

SAN JUAN COUNTY

By: *Paul Heu*

By: _____

Vice-President
(Office or Position of Signer)

(Office or Position of Signer)

(SEAL)

(SEAL)

ATTEST: *Kemise Johnson*

ATTEST: _____

Sec. / Treasurer
(Office or Position of Signer)

(Office or Position of Signer)





CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D)	Item 14.
7/3	

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dixie Leavitt Agency 115 North Main Street PO Box 1744 Cedar City UT 84720	CONTACT NAME: Sonya Case PHONE (A/C No. Ext): (435) 586-9463 E-MAIL ADDRESS: sonya-case@leavitt.com	FAX (A/C No): (435) 586-0609
	INSURER(S) AFFORDING COVERAGE	
INSURED Lyle Northern Electric 61 W 300 N Blanding UT 84511	INSURER A: Midwest Family Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 23/24/25** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPUT0560118373	4/12/2024	4/12/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPUT0560118373	4/12/2024	4/12/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Underinsured motorist combined sir	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPUT0560118373	4/12/2024	4/12/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CPUT0560119482	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FAA project number AIP 3-49-0055-021-2024

CERTIFICATE HOLDER San Juan County 117 South Main #202 Monticello, UT 84535	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sonya Case/SOCASE <i>Sonya Case</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D)	Item 14.
7/3	

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dixie Leavitt Agency 115 North Main Street PO Box 1744 Cedar City UT 84720	CONTACT NAME: Sonya Case PHONE (A/C, No, Ext): (435) 586-9463 E-MAIL ADDRESS: sonya-case@leavitt.com	FAX (A/C, No): (435) 586-0609
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Midwest Family Mutual Insurance Company	NAIC # 23574
INSURED Lyle Northern Electric 61 W 300 N Blanding UT 84511	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 24/25


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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								\$
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							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CPUT0560119482	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
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							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FAA project number AIP 3-49-0055-021-2024

CERTIFICATE HOLDER**CANCELLATION**

San Juan County 117 South Main #202 Monticello, UT 84535	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sonya Case/SOCASE 
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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Lyle Northern Electric, Inc., as Principal, hereinafter called Contractor, and Nationwide Mutual Insurance Company as Surety, licensed to do business as such in the State of Utah, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto San Juan County, Monticello, Utah, as Obligee, and hereinafter called Owner, in the penal sum of **Two Hundred Seventy-Three Thousand Four Hundred Eighty and 50/100 Dollars (\$273,480.50)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with San Juan County for Relocate & Replace AWOS and Replace Beacon, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers of equipment employed on the job, and other claimants, for all labor performed in such work whether done for the prime contractor, a subcontractor, the Surety, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Utah, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against the Contractor, against the Surety or its completion contractor, through a subcontractor or otherwise, and, further, if the Contractor shall defend, indemnify and hold San Juan County harmless from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any conditions legally required to be included in a payment bond on this contract, including but not limited to those set out in the applicable Utah state section of the Owner Charter, are included herein by reference.

The Surety agrees that, in the event that the Contractor fails to make payment of the obligations covered by this bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim here under stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed and (b) will pay any amounts that are undisputed. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith here under.

While this bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the Owner, to the use of such party. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

WAIVER. The said Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in San Juan County, Utah, or in the United States District Court for the District of Utah.

IN WITNESS WHEREOF, the above parties have executed this instrument the 13th day of August, 2024.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture

David Lee
(Signature of sole proprietor or general partner)

B. Corporation

David Lee
Name of Corporate Principal

Attest: *Denise Johnson*
Secretary (attach seal)

By Denise Johnson

SIGNATURE OF SURETY

Name and address of Corporate Surety

Nationwide Mutual Insurance Company

One West Nationwide Blvd., 1-14-301, Columbus OH 43215

By *Mary Pace* (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Lyle Northern Electric, Inc., as Principal, hereinafter called Contractor, and Nationwide Mutual Insurance Company as Surety, licensed to do business as such in the State of Utah, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto San Juan County, Monticello, Utah, as Oblige, hereinafter called Owner, in the penal sum of **Two Hundred Seventy-Three Thousand Four Hundred Eighty and 50/100 Dollars (\$273,480.50)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with San Juan County for Relocate & Replace AWOS and Replace Beacon, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the contract, and, further, shall defend, indemnify and hold the Owner harmless from all damages, loss and expense occasioned by any failure whatsoever of said Contractor and Surety to fully comply with and carry out each and every requirement of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that Contractor shall be and is declared by the Owner to be in default under the Contract, the Owner having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by the Owner to the Contractor. If the completion contract provides for more rapid payment than the Contract, then Surety shall advance such sums as are needed to make payment as provided in the completion contract and shall recover it from the Owner when payment from the Owner is due.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in San Juan County, Utah, or in the United States District Court for the District of Utah.

WAIVER. The said surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, shall in

any wise affect the obligations of this bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 13th day of August, 2024.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture

David Lee
(Signature of sole proprietor or general partner)

B. Corporation

David Lee
Name of Corporate Principal

Attest: *Denise Johnson*
Secretary (affix seal)

By Denise Johnson

SIGNATURE OF SURETY

Name and address of Corporate Surety

Nationwide Mutual Insurance Company

One West Nationwide Blvd., 1-14-301, Columbus OH 43215

By *Shirley Pace* (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as the Companies" does hereby make, constitute and appoint

SHERRY PACE

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Million and no/100 dollars (\$1,000,000)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino Mulheir
Notary Public, State of New York
No. 02MC6276117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 13th day of August, 2024

Assistant Secretary