



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
March 07, 2023 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

PUBLIC COMMENT

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

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

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

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

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

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

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

BUSINESS/ACTION

7. Consideration and Approval of 2023 Wildland Fire Program Participating Commitment Between San Juan County and Utah Division of Forestry, Fire and State Lands
8. Consideration and Approval of Rural Grant Funding Allocations for San Juan County Businesses, Elaine Gizler, Economic Development, and Visitor Services Director.
9. Consideration and Approval of a Lease Agreement with San Juan County and Paul Hansen for the Bill Board Located in Hanksville, Utah, Elaine Gizler, Economic Development and Visitor Services Director.
10. Consideration and Approval of Chip Seal and Fog Oil Purchase, TJ Adair, Road Superintendent
11. Consideration and Approval of the Administrative Law Judge Service Agreement with Cheryl Luke for a Singular Appeal Hearing for San Juan County
12. Ratification of the Letter Regarding the BIA Proposed Rule, Land Acquisitions, Fee to Trust. Mack McDonald, Chief Administrative Officer
13. Consideration and Approval of the Revision #1 to Amendment #2 between Jviation, Inc and San Juan County, Mack McDonald, Chief Administrative Officer
14. Consideration and Approval of the San Juan County Homelessness Infectious Disease Reduction Grant of \$20,186 to be Directed Towards St. Christopher's Mission, Gentle Ironhawk and Possibly SeekHaven. Mack McDonald, Chief Administrative Officer

COMMISSION REPORTS

EXECUTIVE SESSION

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

ADJOURNMENT

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

All agenda items shall be considered as having potential Commission action components and may be completed by an electronic method **In compliance with the Americans with Disabilities Act, persons

needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice**



BOARD OF COMMISSIONERS WORK SESSION MEETING
 117 South Main Street, Monticello, Utah 84535. Commission Chambers
 February 21, 2023 at 9:00 AM

MINUTES

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

Audio Link: <https://www.utah.gov/pmn/files/947237.MP3>

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

CALL TO ORDER

Time Stamp 0:00:01 (audio & video)

Commission Chair Adams called the meeting to order at 9:03 am.

ROLL CALL

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

Present-Commission

Commission Chair Adams
 Commission Vice-Chair Stubbs
 Commissioner Harvey

Present-Others

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

AGENDA ITEMS

1. 2022 Fire update, 2023 Fire Prevention Plan, introduction of new Area Manager. Ryan McArthur, Utah Department of Natural Resources Division of Forestry, Fire & State Lands

Time Stamp 0:00:52 (audio & video)

Ryan McArthur, Area Manager for Utah Fire & State Lands, presented an overview of the fire plan for the county. Avery Washington, Manager for the Southeast Area, for Utah Fire & State

Lands, introduced himself to the newly elected commissioners. He is moving to Utah from Colorado after serving for 8 years in fire service. Avery presented several details of his vision for mitigation of fires in the southeast area.

2. Seven County Coalition Presentation, Keith Heaton, Executive Director

Time Stamp 0:17:39 (audio & video)

Keith Heaton, Executive Director for the Seven County Coalition, introduced himself to the newly elected commissioners and detailed the current projects and future goals for the Coalition. He encouraged the commissioners to learn about the coalition and to participate as future opportunities arise.

3. Administrative Law Judge Process and Introduction. Lyn Creswell, ALJ

Time Stamp 0:40:35 (audio & video)

Lyn Creswell, County Administrative Law Judge, presented his background of serving in the Marine Corp (attorney), Salt Lake City, (Attorney and Chief Administrative Officer), and South Jordan (attorney). Lyn has also helped the county in drafting the administrative appeals ordinance.

4. BLM Presentation and Discussion. Jake Palma, Field Manager

Mr. Palma was unable to attend due to other commitments. He will be rescheduled in the future.

5. State of Utah School and Institution of Trust Lands Administration (SITLA) Spanish Valley Area Plan Review, Elise Erler, Deputy Assistant Director Property Planning and Development

Time Stamp 0:59: (audio & video)

Elise Erler, Deputy Assistant Director Property Planning and Development, discussed her role with SITLA.

ADJOURNMENT

Adjournment called by Commission Chair Adams at 10:48 am.

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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
February 21, 2023 at 11:00 AM

MINUTES

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

Audio Link: <https://www.utah.gov/pmn/files/947233.MP3>

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

CALL TO ORDER

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

ROLL CALL

Time Stamp 0:00:23 (audio & video)

Present-Commission

Commission Chair Adams
Commission Vice-Chair Stubbs
Commissioner Harvey

Present-Others

Mack McDonald, County Administrative Officer
Lyman W. Duncan, Clerk/Auditor
Jens Nielson, Assistant County Attorney

INVOCATION

Time Stamp 0:42 (audio & video)

Invocation was offered by Commission Chair Adams.

PLEDGE OF ALLEGIANCE

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

The Pledge of Allegiance was led by Commissioner Vice-Chair Stubbs.

PUBLIC COMMENT

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Time Stamp 0:02:54 (audio & video)

No public comment in public or online was offered.

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

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

Mack McDonald, County Administrative Officer presented the Consent Agenda for the Commission to review and approve.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

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

1. Approval of February 7, 2023 Commission Work Meeting Minutes
2. Approval of Check Registers for February 2 through February 16, 2023
3. Approval of \$66,931.11 in Purchases: \$3,500.00 for Leadership Academy for Two EMS Employees, \$9,675.00 for Replacement of the Pressure Washer for Road Department, \$2,400.00 for a Information Systems Maintenance Package Software from TecServ, and \$51,356.11 for a State Contract Purchase of Dell Servers with storage and adapters for the IT Department.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

4. Spanish Valley updates by Jerry McNeely

Time Stamp 0:08:04 (audio & video)

Jerry McNeely, Spanish Valley Liaison, introduced himself to the new Commissioners. Jerry gave a history of his political offices held and his work related activities on behalf of the northern portion of the county. He meets weekly with the Forest Service, Bureau of Land Management, Nick Sandberg, and TJ from the road department.

BUSINESS/ACTION

5. Consideration and Approval of Ownership Transfer Agreement for Billboard located in Hanksville, UT, Elaine Gizler, San Juan County Economic Development, and Visitor Services

Time Stamp 0:23:10 (audio & video)

Elaine Gizler, Director of Economic Development and Visitor Services, presented the information regarding the transfer of a billboard by Black Oil to San Juan County. The billboard resides in Wayne County at the intersection of Highway 95.

Motion made by Commissioner Harvey, Seconded by Commissioner Stubbs.

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

6. Consideration and Approval of Letter of Support of the Mud Spring Trail System - Elaine Gizler Economic Development Director

Time Stamp 0:28:09 (audio & video)

Elaine Gizler, Director of Economic Development and Visitor Services, presented the agreement confirming San Juan County's role in reimbursing Grand County Active Trails and Transportation for creating and maintaining a Multi-Use Trail in Spanish Valley. The project has three phases of construction.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

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

7. Consideration and Approval of Proposed Rule, Land Acquisitions, Fee to Trust; Nick Sandberg, Public Lands Coordinator

Time Stamp 0:37:33 (audio & video)

Nick Sandberg, San Juan County Public Lands Coordinator, presented the Proposed Rule by the Bureau of Indian (BIA) and its impact upon the county tax base. The Rule allows a Tribe or Tribal member to transfer fee land to Trust land with two options. The county has 1,700 acres of private fee lands that could be affected if the land is removed from the county's tax rolls. The letter is asking for support for Duchesne County and their efforts in seeking compensation from the Tribal government for the possible losses in the tax base.

Substitute motion to bring this item back to the Commission next month.

Motion made by Commissioner Harvey, Seconded by Commissioner Stubbs.

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

8. Consideration and Approval the Opioid Settlement Participation Forms for Teva, Allergan, CVS, Walmart, and Walgreens, Mack McDonald, Chief Administrative Officer

Time Stamp 0:48:51 (audio & video)

Mack McDonald presented the Teva Opioid Settlement Agreement Participation Forms for the Commission to review and approve. The agreement authorizes the county contracted attorneys to proceed towards financial settlement.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

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

9. Consideration and Approval of the Community Structure Plan, South Valley Community, State Institutional Trust Lands Administration. Scott Burton, Planning Director

Time Stamp 0:53:40 (audio & video)

Elise Erler, State Institutional Trust Lands (SITLA), presented the South Valley Community Structure Plan with the condition for an appropriate development agreement approved for the commission, to the commissioners for review and approval.

Motion made by Commissioner Harvey, Seconded by Commissioner Stubbs.

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

10. Consideration and Approval of the Amendment #1 to the Agreement for ALJ Services between San Juan County and Lyn Loyd Creswell, Mack McDonald, Chief Administrative Officer

Time Stamp 0:55:56 (audio & video)

Commission Chair Adams presented the contract with Lyn Creswell

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

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

11. Consideration and Approval of the Appointments of Kelly Mike Green, Heather Lyman and Marlene Huckabay to the San Juan County Library Board to 4-Year Terms. Mack McDonald, Chief Administrative Officer

Time Stamp 0:56:28 (audio & video)

Motion made by Commissioner Harvey, Seconded by Commissioner Stubbs.

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

12. Consideration and Approval of the Reappointments of Janet Ross, Warren Peterson and Scott Johnson to the Eastland Special Service District for additional 4-Year Terms. Mack McDonald, Chief Administrative Officer

Time Stamp 0:56:46 (audio & video)

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

13. Consideration and Approval of the Appointment of Sylvia Zhonnie to the Public Health Board Representing the Montezuma Creek/Aneth Area to a 4-Year Term. Mack McDonald, Chief Administrative Officer

Time Stamp 0:57:09 (audio & video)

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

14. Consideration and Approval of the Reappointments of Stephen Hiatt and Lynn Stevens to the Blanding Cemetery Special Service District for Additional 4-Year Terms. Mack McDonald, Chief Administrative Officer.

Time Stamp 0:57:32 (audio & video)

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

15. Consideration and Approval of the Reappointments of George Matocha, Kedric Curtis, Nathan Langston, and Terry Ekker to the San Juan County Water Conservancy District for Additional 4-Year Terms. Mack McDonald, Chief Administrative Officer

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

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

16. Consideration and Approval of the Reappointments of Tanya Lowry and Bernie Christensen to the Monticello Cemetery District for additional 4-Year Terms. Mack McDonald, Chief Administrative Officer

Time Stamp 0:58:27 (audio & video)

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

17. Consideration and Approval of the Appointment of Kirk Crowley to the San Juan County Transportation Special Service District for a 4-Year Term. Mack McDonald, Chief Administrative Officer

Time Stamp 0:58:50 (audio & video)

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

EXECUTIVE SESSION

Strategy Session to Discuss Collective Bargaining As Permitted Under UCA 52-4-205; and

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

Time Stamp 1:00:01 (audio & video)

RETURN TO COMMISSION MEETING

Time Stamp 0:00:04 Second audio file - (audio & video)

COMMISSION REPORTS

None offered

ADJOURNMENT

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

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 02/17/2023 to 03/02/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Abbott Laboratories	124350	616458476	02/17/2023	02/21/2023	338.80	SJC Aging	104679615 - Contracts	
Abbott Laboratories	124350	616458477	02/17/2023	02/21/2023	193.60	SJC Aging	104680615 - Contracts	
Abbott Laboratories	124350	646447171	02/17/2023	02/21/2023	75.52	SJC Aging	104679615 - Contracts	
					<u>\$607.92</u>			
					\$607.92			
Allstate Insurance	124351	C041780200	02/17/2023	02/21/2023	4,625.70	Employee benefits	102237000 - Allstate	
					<u>\$4,625.70</u>			
					\$4,625.70			
Beh, Justice	124352	20230213165832	02/17/2023	02/21/2023	80.00	Boot Allowance	214414480 - Special Department Suppl	
					<u>\$80.00</u>			
					\$80.00			
Blackstone Publishing	124421	2079469	12/22/2022	03/02/2023	120.03	SJC Library	724581480 - Collection Development	
					<u>\$120.03</u>			
					\$120.03			
Blanding City	124353	20230216140644	02/17/2023	02/21/2023	286.02	501820007	104163270 - Utilities	
Blanding City	124353	20230216140644	02/17/2023	02/21/2023	965.77	501640001 Blanding Library	724168270 - Utilities	
					<u>\$1,251.79</u>			
					\$1,251.79			
Blue Mountain Foods	124354	118277	02/17/2023	02/21/2023	41.45	La Sal Senior Center	104677328 - Meals - La Sal	
Blue Mountain Foods	124354	118287	02/17/2023	02/21/2023	27.44	Monticello Senior Center	104677323 - Meals - Monticello	
Blue Mountain Foods	124354	118296	02/17/2023	02/21/2023	101.56	Bluff Senior Center	104677329 - Meals - Bluff	
Blue Mountain Foods	124354	118319	02/17/2023	02/21/2023	54.72	La Sal Senior Center	104678328 - Meals - La Sal	
Blue Mountain Foods	124354	118325	02/17/2023	02/21/2023	66.78	Monticello Senior Center	104678323 - Meals - Monticello	
Blue Mountain Foods	124354	118340	02/17/2023	02/21/2023	40.23	Monticello Senior Center	104677323 - Meals - Monticello	
Blue Mountain Foods	124354	118343	02/17/2023	02/21/2023	115.30	Bluff Senior Center	104678329 - Meals - Bluff	
Blue Mountain Foods	124354	118366	02/17/2023	02/21/2023	17.31	Monticello Senior Center	104678323 - Meals - Monticello	
Blue Mountain Foods	124354	118371	02/17/2023	02/21/2023	16.46	Monticello Senior Center	104677323 - Meals - Monticello	
Blue Mountain Foods	124354	118377	02/17/2023	02/21/2023	65.43	Monticello Senior Center	104678323 - Meals - Monticello	
Blue Mountain Foods	124354	118395	02/17/2023	02/21/2023	163.91	Bluff Senior Center	104677329 - Meals - Bluff	
Blue Mountain Foods	124354	118407	02/17/2023	02/21/2023	67.00	La Sal Senior Center	104677328 - Meals - La Sal	
Blue Mountain Foods	124354	118412	02/17/2023	02/21/2023	22.11	Monticello Senior Center	104677323 - Meals - Monticello	
Blue Mountain Foods	124354	118424	02/17/2023	02/21/2023	17.45	Monticello Senior Center	104678323 - Meals - Monticello	
Blue Mountain Foods	124354	118433	02/17/2023	02/21/2023	145.64	Bluff Senior Center	104678329 - Meals - Bluff	
Blue Mountain Foods	124354	118449	02/17/2023	02/21/2023	51.85	Monticello Senior Center	104677323 - Meals - Monticello	
Blue Mountain Foods	124354	118458	02/17/2023	02/21/2023	11.87	Monticello Senior Center	104678323 - Meals - Monticello	
Blue Mountain Foods	124354	118465	02/17/2023	02/21/2023	12.09	La Sal Senior Center	104678328 - Meals - La Sal	
Blue Mountain Foods	124354	118554	02/17/2023	02/21/2023	11.96	SJC Jail	104230480 - Kitchen Food	
Blue Mountain Foods	124354	118560	02/17/2023	02/21/2023	7.98	SJC Road Dept	214414240 - Office Expense	
					<u>\$1,058.54</u>			
					\$1,058.54			
Blue Mountain Foods	124422	118565	02/28/2023	03/02/2023	118.48	SJC Sheriff Dept	104230480 - Kitchen Food	
Blue Mountain Foods	124422	118592	02/28/2023	03/02/2023	9.15	SJC Sheriff Dept	104230480 - Kitchen Food	
Blue Mountain Foods	124422	118613	02/28/2023	03/02/2023	84.27	SJC Sheriff Dept	104230480 - Kitchen Food	
					<u>\$211.90</u>			
					\$211.90			
Brantley Distributing LLC.	124355	23187830	02/17/2023	02/21/2023	203.20	SJC Road	214412250 - Equipment Operation	
Brantley Distributing LLC.	124355	PI0007012	02/17/2023	02/21/2023	1,383.30	SJC Road	214412251 - Gas, Oil and Grease	
					<u>\$1,586.50</u>			
					\$1,586.50			
Carlson, Brittny	124356	BC021523	02/17/2023	02/21/2023	467.98	Travel Reimbursement	255008.230 - Indirect Nursing Travel ex	
					<u>\$467.98</u>			
					\$467.98			

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 02/17/2023 to 03/02/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Carter, Christy	124357	1024	02/17/2023	02/21/2023	680.00	San Juan Public Health	255335.330 - Crisis Response Workfor	
					\$680.00			
Child Support Services	124358	20230216140644	02/17/2023	02/21/2023	485.54	Scott Burgess C000926263	102229000 - Other Deductions Payable	
Child Support Services	124358	20230216140644	02/17/2023	02/21/2023	526.16	Ryan Norman C001361546	102229000 - Other Deductions Payable	
Child Support Services	124358	20230216140644	02/17/2023	02/21/2023	430.94	Corey Workman C001392403	102229000 - Other Deductions Payable	
					\$1,442.64			
					\$1,442.64			
Cintas Corporation #108	124359	4146229662	02/17/2023	02/21/2023	42.87	SJC Road Dept	102229000 - Other Deductions Payable	
Cintas Corporation #108	124359	4146229662	02/17/2023	02/21/2023	54.58	SJC Road Dept	214414260 - Buildings and Grounds	
					\$97.45			
					\$97.45			
Codale Electric Supply Inc.	124360	S8017760.001	02/17/2023	02/21/2023	56.04	SJC Aging	104676260 - Buildings and Grounds	
Codale Electric Supply Inc.	124360	S8017768.001	02/17/2023	02/21/2023	201.24	SJC Public Safety	104166260 - Buildings and Grounds	
					\$257.28			
					\$257.28			
Comfort Inn & Suites	124361	66228939	02/17/2023	02/21/2023	314.42	Chas Jacobsen	104225230 - Travel Expense	
					\$314.42			
Detectachem, Inc	124362	QUO04535	02/17/2023	02/21/2023	1,116.35	SJC SHERIFF	104210250 - Equipment Operation	
					\$1,116.35			
Dominion Energy	124363	20230216140644	02/17/2023	02/21/2023	996.31	7643860000 80 N Main St	724167270 - Utilities	
Dominion Energy	124363	20230216140644	02/17/2023	02/21/2023	4,604.26	6353860000 297 S Main	104166270 - Utilities	
Dominion Energy	124363	20230216140644	02/17/2023	02/21/2023	500.93	3153860000 264 S 100 E	104165270 - Utilities	
					\$6,101.50			
Dominion Energy	124423	20230227082521	03/02/2023	03/02/2023	736.39	0922180000 835 E Central Fair	104620270 - Utilities	
Dominion Energy	124423	20230227082521	03/02/2023	03/02/2023	350.33	2922180000 835 E Central Book	104161270 - Utilities	
					\$1,086.72			
					\$7,188.22			
DTS - State of Utah	124364	2307R033000003	02/17/2023	02/21/2023	694.25	SJC Sheriffs Office	104232310 - Professional and Technica	
					\$694.25			
Earthgrains Baking Company	124424	85272290001500	03/02/2023	03/02/2023	66.00	SJC Sheriff	104230480 - Kitchen Food	
Earthgrains Baking Company	124424	85272290001535	03/02/2023	03/02/2023	66.00	SJC Sheriff	104230480 - Kitchen Food	
					\$132.00			
					\$132.00			
Emery Telcom	124365	20230216141803	02/17/2023	02/21/2023	86.26	3609200 - SJC Communications	104574270 - Utilities	
Emery Telcom	124365	20230216141832	02/17/2023	02/21/2023	87.54	3609200 - SJC Communications	104574270 - Utilities	
Emery Telcom	124365	ET022023	02/17/2023	02/21/2023	79.95	3324200 - SJC Admin Building	574424270 - Utilities	
Emery Telcom	124365	ET022023	02/17/2023	02/21/2023	84.95	3324200 - SJC Admin Building	104255270 - Utilities	
Emery Telcom	124365	ET022023	02/17/2023	02/21/2023	94.77	3324200 - SJC Admin Building	104151280 - Telephone	
Emery Telcom	124365	ET022023	02/17/2023	02/21/2023	104.95	3324200 - SJC Admin Building	104230280 - Telephone	
Emery Telcom	124365	ET022023	02/17/2023	02/21/2023	104.95	3324200 - SJC Admin Building	255007.280 - Indirect Admin Telephone	
Emery Telcom	124365	ET022023	02/17/2023	02/21/2023	209.90	3324200 - SJC Admin Building	104672270 - Utilities	
Emery Telcom	124365	ET022023	02/17/2023	02/21/2023	269.90	3324200 - SJC Admin Building	214414280 - Telephone	
Emery Telcom	124365	ET022023	02/17/2023	02/21/2023	374.90	3324200 - SJC Admin Building	104151620 - Miscellaneous Services	
					\$1,498.07			
					\$1,498.07			

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 02/17/2023 to 03/02/2023**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Empire Electric Assoc. Inc.	124366	20230216102846	02/17/2023	02/21/2023	650.11	25395 - 885 E Center St	214414270 - Utilities	
Empire Electric Assoc. Inc.	124366	20230216140644	02/17/2023	02/21/2023	43.49	9579032 - 81 E Pinion St	104225270 - Utilities	
Empire Electric Assoc. Inc.	124366	20230216140644	02/17/2023	02/21/2023	1,356.51	9579004 - 117 S Main	104161270 - Utilities	
Empire Electric Assoc. Inc.	124366	20230216140644	02/17/2023	02/21/2023	986.03	9579028 Abajo Peak	104574270 - Utilities	
Empire Electric Assoc. Inc.	124366	20230216140644	02/17/2023	02/21/2023	652.12	9579003 - 80 N Main St	724167270 - Utilities	
Empire Electric Assoc. Inc.	124366	20230216140644	02/17/2023	02/21/2023	52.56	6135 - Airport Hangar Hwy 191	104213270 - Utilities	
Empire Electric Assoc. Inc.	124366	20230216140644	02/17/2023	02/21/2023	108.72	9579029 - 264 S 100 E	104165270 - Utilities	
Empire Electric Assoc. Inc.	124366	20230216140644	02/17/2023	02/21/2023	158.11	9579027 - 96 W 100 S	264350270 - Utilities	
Empire Electric Assoc. Inc.	124366	20230216140644	02/17/2023	02/21/2023	59.00	9579020 - 917 E Center Fairgrounds	104620270 - Utilities	
Empire Electric Assoc. Inc.	124366	20230216140644	02/17/2023	02/21/2023	81.08	9579019 - Fairgrounds Conces	104620270 - Utilities	
Empire Electric Assoc. Inc.	124366	20230216140644	02/17/2023	02/21/2023	34.32	9579010 - Fire DP - Cedar Point	104225270 - Utilities	
Empire Electric Assoc. Inc.	124366	20230216140644	02/17/2023	02/21/2023	45.72	9579007 - Fire C	104225270 - Utilities	
					\$4,227.77			
Empire Electric Assoc. Inc.	124425	20230227082521	03/02/2023	03/02/2023	4,105.63	9579024 - 297 S Main	104166270 - Utilities	
					\$8,333.40			
Equitable Financial Equi-vest	124426	20230223163422	02/28/2023	03/02/2023	360.00	Payroll Deductions	102225000 - Equivest	
					\$360.00			
Fastenal Company	124367	COBAY74270	02/17/2023	02/21/2023	29.42	SJC Road	214412250 - Equipment Operation	
Fastenal Company	124367	COBAY74271	02/17/2023	02/21/2023	191.27	SJC Road	214412250 - Equipment Operation	
					\$220.69			
					\$220.69			
Firefly Designs, Inc	124427	548	03/02/2023	03/02/2023	39.51	SJC EC DEV	104193240 - Office Expense	
					\$39.51			
FleetPride Inc	124368	105371884	02/17/2023	02/21/2023	1,497.86	SJC Road Dept	214412250 - Equipment Operation	
FleetPride Inc	124368	105430858	02/17/2023	02/21/2023	28.91	SJC Road Dept	214412250 - Equipment Operation	
					\$1,526.77			
					\$1,526.77			
Four States Tire & Service	124369	370704	02/17/2023	02/21/2023	1,023.16	SJC Road	214412250 - Equipment Operation	
					\$1,023.16			
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	-589.02	SJC Fuel Bill	214412251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	48.19	SJC Fuel Bill	724581251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	104.39	SJC Fuel Bill	104145230 - Travel Expense	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	117.65	SJC Fuel Bill	104147251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	194.91	SJC Fuel Bill	104151251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	214.59	SJC Fuel Bill	104193251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	376.77	SJC Fuel Bill	104242251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	528.94	SJC Fuel Bill	255012.251 - Local General Health Ga	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	625.29	SJC Fuel Bill	104111251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	726.28	SJC Fuel Bill	574424251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	828.24	SJC Fuel Bill	214412251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	940.70	SJC Fuel Bill	104672251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	1,071.06	SJC Fuel Bill	104161251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	1,089.43	SJC Fuel Bill	104225251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	1,800.95	SJC Fuel Bill	264350251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	12,102.68	SJC Fuel Bill	104210251 - Gas, Oil and Grease	
Fuel Network	124370	F2307E00903	02/17/2023	02/21/2023	51,506.47	SJC Fuel Bill	214412251 - Gas, Oil and Grease	
					\$71,687.52			
					\$71,687.52			

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 02/17/2023 to 03/02/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
GoodSource Solutions	124428	SI0547533	02/28/2023	03/02/2023	1,134.30	San Juan County Jail	104230480 - Kitchen Food	
					\$1,134.30			
Grainger	124371	9597146175	02/17/2023	02/21/2023	16.45	847145778	104225260 - Buildings and Grounds	
Grainger	124371	9605262170	02/17/2023	02/21/2023	39.15	847145778	724168260 - Buildings and Grounds	
					\$55.60			
Hawkins, Ann	124372	20230216102405	12/22/2022	02/21/2023	45.00	Popcorn Reimbursement	214414240 - Office Expense	
					\$45.00			
Holland Equipment Company	124373	22661	02/17/2023	02/21/2023	2,197.80	SJC Road Dept	214412250 - Equipment Operation	
Holland Equipment Company	124373	22662	02/17/2023	02/21/2023	131.23	SJC Road Dept	214412250 - Equipment Operation	
					\$2,329.03			
ImageNet Consulting LLC	124429	INV473683	02/28/2023	03/02/2023	107.42	SJC Sheriff	104230310 - Professional and Technica	
					\$107.42			
IML Security Supply	124430	3541465	03/02/2023	03/02/2023	293.43	SJC Library	724168260 - Buildings and Grounds	
					\$293.43			
Jackson Group Peterbilt	124374	206111	02/28/2022	02/21/2023	199.68	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	124374	207101	02/28/2022	02/21/2023	361.04	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	124374	207385	02/28/2022	02/21/2023	71.13	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	124374	207482	02/28/2022	02/21/2023	239.40	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	124374	207750	02/28/2022	02/21/2023	103.08	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	124374	207816	02/28/2022	02/21/2023	459.74	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	124374	207821	02/28/2022	02/21/2023	0.55	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	124374	207846	02/28/2022	02/21/2023	26.76	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	124374	207855	02/28/2022	02/21/2023	2,054.28	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	124374	207873	02/28/2022	02/21/2023	22.19	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	124374	CM203925	02/28/2022	02/21/2023	-1,350.00	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	124374	CM203938	02/28/2022	02/21/2023	-277.50	SJC Road Dept	214412250 - Equipment Operation	
					\$1,910.35			
JCI Billing Services	124375	366	02/17/2023	02/21/2023	2,280.00	SJC Ambulance Services	264350310 - Professional and Technica	
					\$2,280.00			
Jimmy Foy Collision Repair Center	124431	108459357	03/02/2023	03/02/2023	1,989.42	SJC Sheriff	104210250 - Equipment Operation	
					\$1,989.42			
Jones & Demille Engineering	124432	0130231	03/02/2023	03/02/2023	6,913.00	SJC - Fairgrounds RV Park Design	104192920 - Grants	
					\$6,913.00			
Kenworth Sales Company	124376	005P4599	02/17/2023	02/21/2023	42.96	SJC Road	214412250 - Equipment Operation	
Kenworth Sales Company	124376	005P4615	02/17/2023	02/21/2023	118.34	SJC Road	214412250 - Equipment Operation	
					\$161.30			
Ketron, Tyler	124377	TK021723	02/17/2023	02/21/2023	96.00	TRAVEL REIMBURSEMENT	255007.230 - Indirect Admin Travel exp	
					\$96.00			

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 02/17/2023 to 03/02/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Lincoln National Life Insurance Com	124378	4512214321	02/17/2023	02/21/2023	2,406.22	Life Insurance Benefits	102236000 - Lincoln Financial	
Lincoln National Life Insurance Com	124378	4512214321	02/17/2023	02/21/2023	4,379.75	Life Insurance Benefits	104965135 - Life Insurance Premium	
					\$6,785.97			
					\$6,785.97			
Love Communications	124379	064320	02/17/2023	02/21/2023	510.00	SJC Ec Dev	104193310 - Professional and Technica	
					\$510.00			
Main Street Drug and Boutique	124380	8663	02/17/2023	02/21/2023	7.58	SJC Sheriff	104230610 - Miscellaneous Supplies	
Main Street Drug and Boutique	124380	8820	02/17/2023	02/21/2023	58.14	SJC Sheriff	104230312 - Medical Expenses	
					\$65.72			
					\$65.72			
McCarthy, Devlin	124381	20230216140644	02/17/2023	02/21/2023	218.00	Travel Reimbursement	104147230 - Travel Expense	
					\$218.00			
McNeely, Jerry	124433	RI0301231	03/01/2023	03/02/2023	1,500.00		104112310 - Professional and Technica	
					\$1,500.00			
MetLife Group Benefits	124434	20230223163709	03/02/2023	03/02/2023	9,645.02	Dental Customer # 5955986	104965134 - Health Insurance	
					\$9,645.02			
Mexican Hat Special Serv Dist.	124382	223-24	02/17/2023	02/21/2023	66.93	SJC Fire/Rescue	104225270 - Utilities	
Mexican Hat Special Serv Dist.	124435	RI0301232	03/01/2023	03/02/2023	500.00	Monthly USDA Loan Payment	104850915 - Transfers to Other Units	
					\$566.93			
Mitchell1	124383	28805360	02/17/2023	02/21/2023	1,788.00	SJC Road Dept	214412210 - Subscriptions and Membe	
					\$1,788.00			
Monticello Mercantile	124384	C272075	02/17/2023	02/21/2023	9.28	SJC Road	214412250 - Equipment Operation	
Monticello Mercantile	124384	E27817	02/17/2023	02/21/2023	53.99	SJC Sheriff	104230350 - State Prisoner Expenses	
					\$63.27			
Monticello Mercantile	124436	C273663	03/02/2023	03/02/2023	36.24	SJC Public Safety	104166260 - Buildings and Grounds	
Monticello Mercantile	124436	C273724	03/02/2023	03/02/2023	19.98	SJC ITS	104151240 - Office Expense	
Monticello Mercantile	124436	C273809	03/02/2023	03/02/2023	32.98	SJC Public Safety	104166260 - Buildings and Grounds	
Monticello Mercantile	124436	C274229	03/02/2023	03/02/2023	31.99	SJC Sheriff	104210610 - Miscellaneous Supplies	
Monticello Mercantile	124436	C274233	03/02/2023	03/02/2023	4.79	SJC Sheriff	104230480 - Kitchen Food	
Monticello Mercantile	124436	C274237	03/02/2023	03/02/2023	13.49	SJC Sheriff	104230350 - State Prisoner Expenses	
					\$139.47			
					\$202.74			
Motor Parts	124385	828229	02/17/2023	02/21/2023	3.13	SJC Landfill	574424250 - Equipment Operation	
Motor Parts	124385	828665	02/17/2023	02/21/2023	635.26	SJC Landfill	574424250 - Equipment Operation	
Motor Parts	124385	829125	02/17/2023	02/21/2023	18.62	SJC Landfill	574424250 - Equipment Operation	
Motor Parts	124385	829436	02/17/2023	02/21/2023	477.15	SJC Landfill	574424250 - Equipment Operation	
Motor Parts	124385	829496	02/17/2023	02/21/2023	160.71	SJC Landfill	574424250 - Equipment Operation	
Motor Parts	124385	829499	02/17/2023	02/21/2023	71.00	SJC Landfill	574424250 - Equipment Operation	
Motor Parts	124385	830511	02/17/2023	02/21/2023	6.00	SJC Landfill	574424250 - Equipment Operation	
Motor Parts	124385	830513	02/17/2023	02/21/2023	9.31	SJC Landfill	574424250 - Equipment Operation	
Motor Parts	124385	830551	02/17/2023	02/21/2023	41.94	SJC Landfill	574424251 - Gas, Oil and Grease	
Motor Parts	124385	830724	02/17/2023	02/21/2023	101.26	SJC Landfill	574424250 - Equipment Operation	
Motor Parts	124385	830777	02/17/2023	02/21/2023	13.19	SJC Landfill	574424250 - Equipment Operation	
					\$1,537.57			

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 02/17/2023 to 03/02/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Motor Parts	124437	831220	02/28/2023	03/02/2023	1,038.42	SJC Landfill	574424270 - Utilities	
Motor Parts	124437	831241	02/28/2023	03/02/2023	1,065.96	SJC Landfill	574424270 - Utilities	
Motor Parts	124437	831259	02/28/2023	03/02/2023	-261.93	SJC Landfill	574424270 - Utilities	
					<u>\$1,842.45</u>			
					\$3,380.02			
Motor Parts of Monticello	124386	546763	02/17/2023	02/21/2023	6.58	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	546854	02/17/2023	02/21/2023	38.06	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	546860	02/17/2023	02/21/2023	198.45	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	546873	02/17/2023	02/21/2023	74.42	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	546923	02/17/2023	02/21/2023	11.56	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	546929	02/17/2023	02/21/2023	-25.16	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	546938	02/17/2023	02/21/2023	-34.00	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	546953	02/17/2023	02/21/2023	10.03	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	546954	02/17/2023	02/21/2023	34.85	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	546966	02/17/2023	02/21/2023	11.02	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	547121	02/17/2023	02/21/2023	154.87	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	547143	02/17/2023	02/21/2023	4.62	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	547214	02/17/2023	02/21/2023	31.16	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	124386	547249	02/17/2023	02/21/2023	30.78	SJC Road	214412250 - Equipment Operation	
					<u>\$547.24</u>			
Motor Parts of Monticello	124438	547790	02/28/2023	03/02/2023	73.31	SJC Sheriff	104210250 - Equipment Operation	
					<u>\$620.55</u>			
Motorola Solutions	124387	1917918	02/17/2023	02/21/2023	508.53	SJC Sheriff	104210250 - Equipment Operation	
					<u>\$508.53</u>			
Moulton, Mike	124388	MM021423	02/17/2023	02/21/2023	517.63	Travel Reimbursement	255310.230 - PHEP Preparedness Trav	
					<u>\$517.63</u>			
Mountainland Supply Co	124439	S105205682.001	03/02/2023	03/02/2023	34.01	SJC Public Safety Building	104166260 - Buildings and Grounds	
Mountainland Supply Co	124439	S105205694.001	03/02/2023	03/02/2023	19.97	SJC Public Safety Building	724167260 - Buildings and Grounds	
Mountainland Supply Co	124439	S105205694.001	03/02/2023	03/02/2023	39.92	SJC Public Safety Building	104166260 - Buildings and Grounds	
Mountainland Supply Co	124439	S105205694.001	03/02/2023	03/02/2023	59.89	SJC Public Safety Building	104161260 - Buildings and Grounds	
					<u>\$153.79</u>			
					\$153.79			
MSFS of Utah	124389	20230217144007	02/17/2023	02/21/2023	495.00	SJC Aging	104682615 - Contracts	
					<u>\$495.00</u>			
National Benefit Services LLC	124390	894968	02/17/2023	02/21/2023	88.45	FSA Plan Admin Fees	104965140 - Other Employee Benefits	
					<u>\$88.45</u>			
Navajo Tribal UtilityAuthority	124391	30000986698	02/17/2023	02/21/2023	114.79	60378368 4000 W HWY 163	214414270 - Utilities	
Navajo Tribal UtilityAuthority	124391	30000986699	02/17/2023	02/21/2023	159.72	60378370- MC N Hwy 162 NE LDS CHR Tower	104574270 - Utilities	
Navajo Tribal UtilityAuthority	124391	30000986700	02/17/2023	02/21/2023	40.09	60378371 Along Hwy 162	214414270 - Utilities	
Navajo Tribal UtilityAuthority	124391	30000986702	02/17/2023	02/21/2023	4.44	60378373 - Abt State Road 162	104850270 - Utilities	
Navajo Tribal UtilityAuthority	124391	30000986703	02/17/2023	02/21/2023	85.60	60378374 101 S 100 E	104225270 - Utilities	
Navajo Tribal UtilityAuthority	124391	30000986704	02/17/2023	02/21/2023	5.93	60378375 Hwy 162 and Hwy 262	104850730 - Improvements Other Than	
Navajo Tribal UtilityAuthority	124391	30000986705	02/17/2023	02/21/2023	5.83	60378376 Front Fire Station	104850730 - Improvements Other Than	
Navajo Tribal UtilityAuthority	124391	39001011397	02/17/2023	02/21/2023	122.52	60040657 MZC Fire Station East	104225270 - Utilities	
					<u>\$538.92</u>			
Navajo Tribal UtilityAuthority	124440	32001516465	03/02/2023	03/02/2023	106.62	60378369	104574270 - Utilities	
					<u>\$645.54</u>			

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 02/17/2023 to 03/02/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
New Technology Solutions	124392	4799	02/17/2023	02/21/2023	40.00	SJC Public Health	255007.260 - Indirect Admin Buildings	
					\$40.00			
NICE	124393	7275355	02/17/2023	02/21/2023	19.28	SJC Economic Dev 4531740	104193280 - Telephone	
					\$19.28			
Nicholas & Company	124394	8250180	02/17/2023	02/21/2023	448.91	Monticello Senior Center	104678323 - Meals - Monticello	
Nicholas & Company	124394	8250180	02/17/2023	02/21/2023	448.92	Monticello Senior Center	104677323 - Meals - Monticello	
Nicholas & Company	124394	8250181	02/17/2023	02/21/2023	151.11	La Sal Senior Center	104678328 - Meals - La Sal	
Nicholas & Company	124394	8250181	02/17/2023	02/21/2023	151.12	La Sal Senior Center	104677328 - Meals - La Sal	
Nicholas & Company	124394	8250183	02/17/2023	02/21/2023	236.11	Blanding Senior Center	104678329 - Meals - Bluff	
Nicholas & Company	124394	8250183	02/17/2023	02/21/2023	236.12	Blanding Senior Center	104677329 - Meals - Bluff	
					\$1,672.29			
Nicholas & Company	124441	8250177	03/02/2023	03/02/2023	1,866.60	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	124441	8258398	03/02/2023	03/02/2023	2,374.14	SJC Sheriff	104230480 - Kitchen Food	
					\$4,240.74			
					\$5,913.03			
ODP Business Solutions LLC	124442	289846034001	02/28/2023	03/02/2023	90.50	SJC Sheriff	104230610 - Miscellaneous Supplies	
ODP Business Solutions LLC	124442	289846034001	02/28/2023	03/02/2023	287.40	SJC Sheriff	104230350 - State Prisoner Expenses	
ODP Business Solutions LLC	124442	289846034001	02/28/2023	03/02/2023	323.10	SJC Sheriff	104150240 - Office Expense	
ODP Business Solutions LLC	124442	289860224001	02/28/2023	03/02/2023	26.02	SJC Sheriff	104230610 - Miscellaneous Supplies	
					\$727.02			
					\$727.02			
Oliver & Sitterud	124458	RI0301233	03/01/2023	03/02/2023	14,500.00		104126310 - Professional and Technica	
					\$14,500.00			
Otis Elevator Company	124459	100401007689	12/19/2022	03/02/2023	1,202.91	SJC Public Saftey	104166310 - Professional and Technica	
					\$1,202.91			
Packard Wholesale Co.	124395	INV200911	02/17/2023	02/21/2023	73.76	SJC Public Safety	104166260 - Buildings and Grounds	
Packard Wholesale Co.	124395	INV201265	02/17/2023	02/21/2023	371.71	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	124395	INV201327	02/17/2023	02/21/2023	76.15	SJC Library	724168260 - Buildings and Grounds	
Packard Wholesale Co.	124395	INV201345	02/17/2023	02/21/2023	20.21	SJC Public Safety	104166260 - Buildings and Grounds	
Packard Wholesale Co.	124395	INV201346	02/17/2023	02/21/2023	548.80	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
					\$1,090.63			
Packard Wholesale Co.	124460	INV201676	02/28/2023	03/02/2023	389.73	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	124460	INV201677	02/28/2023	03/02/2023	77.49	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	124460	INV201687	02/28/2023	03/02/2023	140.41	SJC Sheriff's Office	104230480 - Kitchen Food	
					\$607.63			
					\$1,698.26			
PEHP	124396	20230216141709	02/17/2023	02/21/2023	454,495.85	Health Insurance	104965134 - Health Insurance	
					\$454,495.85			
Pepsi-Cola	124461	11041169	02/28/2023	03/02/2023	307.16	SJC Sheriff Dept	104230480 - Kitchen Food	
					\$307.16			
Quadient Finance USA, Inc.	124397	20230216140644	02/17/2023	02/21/2023	4,134.17	7900 0440 8053 4286	104150241 - Postage	
					\$4,134.17			
Redd's Ace Hardware	124398	871273	02/17/2023	02/21/2023	8.99	SJC Aging	104676260 - Buildings and Grounds	

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 02/17/2023 to 03/02/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Redd's Ace Hardware	124398	871489	02/17/2023	02/21/2023	13.60	SJC Road	214412250 - Equipment Operation	
Redd's Ace Hardware	124398	871517	02/17/2023	02/21/2023	17.98	SJC Fire	104225260 - Buildings and Grounds	
					<u>\$40.57</u>			
Redd's Ace Hardware	124462	871835	02/28/2023	03/02/2023	63.55	SJC Fire	104225260 - Buildings and Grounds	
Redd's Ace Hardware	124462	871850	02/28/2023	03/02/2023	9.59	SJC Library	724168260 - Buildings and Grounds	
Redd's Ace Hardware	124462	871917	02/28/2023	03/02/2023	13.98	SJC Information Systems	104151240 - Office Expense	
					<u>\$87.12</u>			
					\$127.69			
Regalado, Jacob	124399	20230216140644	02/17/2023	02/21/2023	735.44	Travel Reimbursement	104147230 - Travel Expense	
					<u>\$735.44</u>			
Rocky Mountain Power	124400	20230216140644	02/17/2023	02/21/2023	113.18	59288636-0037 Mexican Hat TV	104574270 - Utilities	
Rocky Mountain Power	124400	20230217144050	02/17/2023	02/21/2023	213.19	73241784-0020 Lasal Fire	104225270 - Utilities	
Rocky Mountain Power	124400	20230217144110	02/17/2023	02/21/2023	77.62	73241784-0038 SJC Fire Control	104225270 - Utilities	
Rocky Mountain Power	124400	20230217144116	02/17/2023	02/21/2023	68.05	59288636-0086 Mex Hat Fire Station	104225270 - Utilities	
Rocky Mountain Power	124400	20230217144121	02/17/2023	02/21/2023	31.27	59288636-0045 Fire House/AMB	104225270 - Utilities	
					<u>\$503.31</u>			
					\$503.31			
Roughrock Aviation LLC	124448	RI0301234	03/01/2023	03/02/2023	6,500.00		105430615 - Contracts	
					<u>\$6,500.00</u>			
Salt Lake Community College	124449	2023.11.1	03/02/2023	03/02/2023	394.48	SJC Cadet meals	104230230 - Travel Expense	
					<u>\$394.48</u>			
Salt Lake Wholesale Sports	124401	87466	02/17/2023	02/21/2023	1,474.04	SJC Sheriff Office	104211610 - Miscellaneous Supplies	
					<u>\$1,474.04</u>			
San Juan Clinic	124463	9047793	02/17/2023	03/02/2023	72.00	101754 Jed Dalton	214414620 - Miscellaneous Services	
					<u>\$72.00</u>			
San Juan Health Services	124403	2142023	02/17/2023	02/21/2023	44.00	SJC EMS	264350610 - Miscellaneous Supplies	
					<u>\$44.00</u>			
San Juan Hospital	124450	9046552	03/02/2023	03/02/2023	5,622.05	124845 Warren Black	104230312 - Medical Expenses	
San Juan Hospital	124450	9050229	03/02/2023	03/02/2023	6,014.48	124791 Jaime Nunez	104230312 - Medical Expenses	
San Juan Hospital	124450	9060602	03/02/2023	03/02/2023	3,597.44	125157 Darrin Pons	104230312 - Medical Expenses	
					<u>\$15,233.97</u>			
					\$15,233.97			
San Juan Record	124451	162409	03/02/2023	03/02/2023	54.50	SJC Sheriff	104210610 - Miscellaneous Supplies	
					<u>\$54.50</u>			
Sjoblom, Levi	124404	20230216140644	02/21/2023	02/21/2023	682.64	Travel Reimbursement	104225330 - Employee Education	
					<u>\$682.64</u>			
Skaggs Companies Inc.	124452	450_A_150141_1	11/15/2022	03/02/2023	112.46	SJC Sheriff Dept	104230620 - Miscellaneous Services	
					<u>\$112.46</u>			
Sorenson Advertising, dba Relic Age	124405	208628	02/17/2023	02/21/2023	7,000.00	SJC Economic Dev	104193490 - Advertising and Promotion	
Sorenson Advertising, dba Relic Age	124405	208629	02/17/2023	02/21/2023	6,500.00	SJC Economic Dev	104193490 - Advertising and Promotion	
					<u>\$13,500.00</u>			
					\$13,500.00			

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 02/17/2023 to 03/02/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Sysco Intermountain Food Svc.	124453	485796143	03/02/2023	03/02/2023	610.12	SJC Jail	104230480 - Kitchen Food	
Sysco Intermountain Food Svc.	124453	485810783	03/02/2023	03/02/2023	529.35	SJC Jail	104230480 - Kitchen Food	
					\$1,139.47			
					\$1,139.47			
TecServ, Inc	124406	15277	02/17/2023	02/21/2023	2,400.00	SJC IT	104151210 - Subscriptions and Membe	
					\$2,400.00			
Unified Fleet Services	124407	SANJUAN2223	02/17/2023	02/21/2023	7,000.00	SJC Public Health	251481000 - Prepaid Expense	
					\$7,000.00			
USU	124408	A35629-23-01	02/17/2023	02/21/2023	5.99	A35629-584500	104610240 - Office Expense	
USU	124408	A35629-23-01	02/17/2023	02/21/2023	2,840.39	A35629-584500	104610620 - Miscellaneous Services	
					\$2,846.38			
					\$2,846.38			
Utah County	124409	57349	02/17/2023	02/21/2023	20.00	Mental Health Hearings	104125310 - Professional and Technica	
					\$20.00			
Utah Navajo Health System	124410	30484C16098	02/17/2023	02/21/2023	70.00	CDL Physicals	214414620 - Miscellaneous Services	
Utah Navajo Health System	124410	31099C16098	02/17/2023	02/21/2023	70.00	CDL Physicals	214414620 - Miscellaneous Services	
					\$140.00			
					\$140.00			
Utah Navajo Trust Fund	124454	RI0301235	03/01/2023	03/02/2023	165.00		724581915 - Transfers to Other Units	
					\$165.00			
Utah Retirement Systems	124411	20230216140644	02/17/2023	02/21/2023	150.47	Retirement Contributions shortage	102224000 - Retirement Payable	
					\$150.47			
Utah State Division of Finance	124412	20230216141745	02/17/2023	02/21/2023	370.01	Loan number B1704	244851820 - Interest Expense	
Utah State Division of Finance	124412	20230216141745	02/17/2023	02/21/2023	20,040.00	Loan number B1704	244851820 - Interest Expense	
Utah State Division of Finance	124412	20230216141745	02/17/2023	02/21/2023	42,000.00	Loan number B1704	244851810 - Debt Principle Payment	
					\$62,410.01			
					\$62,410.01			
Utah Valley Radiology	124455	20230223163422	12/14/2022	03/02/2023	530.00	UVRA120177 Warren Black	104230312 - Medical Expenses	
Utah Valley Radiology	124455	20230223163422	12/14/2022	03/02/2023	182.00	UVRA120177 Warren Black	104230312 - Medical Expenses	
Utah Valley Radiology	124455	20230223163422	12/03/2022	03/02/2023	79.10	UVRA119743 Jaime Nunez	104230312 - Medical Expenses	
					\$791.10			
					\$791.10			
Utah Water Research Laboratory	124413	1104	02/17/2023	02/21/2023	75.00	SJC Public Health	255740.330 - State LHD Eviron Employ	
					\$75.00			
Utah.com	124414	INV00002258	02/17/2023	02/21/2023	1,400.00	Utah's Canyon Country	104193490 - Advertising and Promotion	
					\$1,400.00			
Vector Solutions Scheduling CrewSe	124415	INV66228	02/17/2023	02/21/2023	3,450.00	SJC AMB	264350310 - Professional and Technica	
					\$3,450.00			
Verizon Wireless	124416	9925290411	02/17/2023	02/21/2023	52.91	565508016-00001	104620280 - Telephone	
Verizon Wireless	124416	9925290411	02/17/2023	02/21/2023	119.66	565508016-00001	105430280 - Telephone	
					\$172.57			

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 02/17/2023 to 03/02/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Verizon Wireless	124456	9927679573	02/28/2023	03/02/2023	61.37	665507629-00001	104230280 - Telephone	
Verizon Wireless	124456	9927679575	02/28/2023	03/02/2023	180.69	665507629-00004	104230280 - Telephone	
					<u>\$242.06</u>			
					\$414.63			
Waste Management of Colorado	124417	0408685-4889-8	02/17/2023	02/21/2023	49.49	16-83942-53002 Blanding Library	724168270 - Utilities	
					<u>\$49.49</u>			
Wheeler Machinery Company	124418	PS001455863	02/17/2023	02/21/2023	46.89	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	124418	PS001459507	02/17/2023	02/21/2023	163.98	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	124418	PS001460349	02/17/2023	02/21/2023	859.77	SJC Landfill	574424250 - Equipment Operation	
					<u>\$1,070.64</u>			
					\$1,070.64			
Wilson, Lloyd	124419	20230216140644	02/17/2023	02/21/2023	682.64	Travel Reimbursement	104225330 - Employee Education	
					<u>\$682.64</u>			
Workman, Corey	124420	20230216140644	02/17/2023	02/21/2023	17.17	Poor and Indigent	104668620 - Miscellaneous Services	
					<u>\$17.17</u>			
Yamamoto-Sparks, Allison	124457	20230223163422	02/28/2023	03/02/2023	58.00	Travel Reimbursement	104193230 - Travel Expense	
					<u>\$58.00</u>			
					\$758,381.04			

OFF-PREMISE BEER LICENSE Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Services Commission to issue an off-premise beer license for a person to purchase, store, sell, or offer for sale, beer for consumption off the premises of the applicant.

AUTHORITY: Utah Code 32B-5-201, 203, 205, and 32B-7

San Juan

Local business license authority

City

Town

County

hereby grants its consent to the issuance of an off-premise beer license to:

Business Name (DBA): Hole 'N' the Rock

Entity Name (or owner's name if sole proprietor): Desert Bloom Investments, LLC

Location Address: 11037 US 191, Moab UT 84532



Authorized Signature

Michael H. Bynum

Name/Title

2/10/2023

Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.
The local consent must be submitted to the DABS by the applicant as part of a complete application.



COMMISSION STAFF REPORT

MEETING DATE: March 07, 2023

ITEM TITLE, PRESENTER: Approval of \$29,244.10 in Small Purchases: \$2,497.00 for training vouchers, Emergency Management, \$6,410.32 for Replacement Parts for the Flarity, \$11,950.00 Replacement Parts for Motor Grader #363, \$1,514.87 Replacement Parts for Dump Truck, Road Department, \$6,421.91 Overspeed Rupture Valve, Facilities Maintenance

RECOMMENDATION: Approval

SUMMARY

- \$2,497.00 – Training Vouchers
- \$6,410.32 – Parts for Flarity
- \$11,950.00 – Parts for Motor Grader #363
- \$1,514/87 – Parts for Dump Truck
- \$6,421.91 – Overspeed Rupture Valve

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

\$29,244.10

San Juan County

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



Purchase From
 Stormwind State Contracted
 Samantha Beauregard
 samantha.beuaregard@stormwindlive.com

Deliver To
 Trae Bushort
 117 S. Main Street
 Monticello, Utah 84535
 Phone:435-587-3225

Purchase Order
 P. O. No# SHSP 2021 CS
 Date 2/27/2023
 Your Ref# SHSP 2021 CS
 Our Ref#
 Credit Terms Cash

Attention To :

Attention To :

Product ID	Description	Quantity	Unit Price	Amount
AAXMO		1	\$990.00	\$990.00
SWTV12	Training vouchers	103	\$19.00	\$1,957.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Sub Total	\$2,947.00
Tax	Exempt
Freight	
Invoice Total	\$2,947.00
Amount Paid	
Balance Due	\$2,947.00

Approved:

Department Head:	Trae Bushore/Tammy Gallegos
County Admin:	<i>Mace M. Conard</i>

Terms and Conditions:



January 13th, 2022

This letter certifies that StormWind Studios is the producer and sole source vendor of the following StormWind LIVE learning content and platform. No other comparable vendor produces or distributes this learning technology in any form.

StormWind Studios is the developer, holder of all copyrights, technology patents pending, and distributor of Sole LIVE Cisco, Microsoft, AWS, Linux, CompTIA, Project Management, Cybersecurity ITIL, OpenStack, Aruba, Juniper, Palo Alto, Citrix, Fortinet, Google, SonicWall, Checkpoint, Development/Coding, Linux, VMware, and more certification content. Portions of StormWind Studios' technology training and delivery platform are protected by trade secrets (Intellectual Property Copyrights), and are unique in the technology training industry:

StormWind's Live Campus and its content delivery is a copyrighted software application developed by StormWind Studios. StormWind Studios is the sole source of the software in this form. StormWind Studios LIVE Campus and its technology training content delivery is a web-based software requiring no downloads and there is no need to acquire any additional software.

The nature and description of the unique StormWind Studios product being offered:

- Unlimited subscription access to individual courses, or all 250+ **LIVE** Training classes offered on StormWind Studios calendar for **12 months, 18 months, or 24 months**, including the capabilities to even re-take live classes if needed.
- Instant Replay recordings of every class are available for review for the entire access term. Replays are also always refreshed every time a course runs live every 6-8 weeks (no other offers this feature)
- One of the largest libraries of Technical Live Labs offered
- Elite StormWind Studios instructors that are fulltime employees and are available for 1-1 student mentorship anytime.
- Official certification classes.
- All authorized books/materials.
- Exclusive access to vendor certification practice exams,
- A 98.7% first-time certification exam pass rate, the highest pass rate in the industry.
- At least half the cost of traditional classroom training.

A detailed search of the internet revealed that StormWind has the only program offering of this kind as described above in the world.

Tom Margie
Sr. Vice President - Sales
StormWind Studios
(602) 319-4130



Epic Live Order Agreement

Prepared By

Name: Samantha Beauregard Email: samantha.beauregard@stormwindlive.com Phone: _____

Order Info

Order Number: 00087445 Order Date: 02/28/2023 Quote Exp. Date: 02/28/2023
 Access Term: 12 Months Order Type: New Business Access Date: 02/23/2023

Account Name: San Juan County - UT Contact Name: Trae Bushore
 Account Owner: Samantha Beauregard Email: tbushore@sanjuancounty.org
 Account ID: 0014u00001oz1KAAAY Phone: (435) 459-0095

Shipping Info

Shipping Name: Trae Bushore Shipping Email: tbushore@sanjuancounty.org
 Shipping Address: _____
 City: _____ State: _____ Zip: _____

Billing Info

Billing Name: Trae Bushore Billing Email: _____
 Billing Address: 117 South Main
 City: Monticello State: Utah Zip: 84535

Product	Product Code	Qty	Retail Price	Total Price
Ultimate Access	AAXMO	1.00	990.00	990.00
StormWind Training Voucher - 12 Months for Sec Aware	SWTV12	103.00	19.00	19.00

Notes and Special Instructions

1 Ultimate Access 12 MO and 103 vouchers for the Security Awareness 12 MO Bundle - Vouchers are good for 12 months and we put them as vouchers to give time to get user list together.
 Invoice Net45 Terms

Sub Total \$ 2947.00
 Discount \$ 0.00
 Total \$ 2947.00

StormWind, LLC
 Dept 3602 PO Box 123602
 Dallas, TX 75312-3602



Epic Live Order Agreement

Terms and Conditions

Agreement & Acceptance: The person signing this StormWind Epic Live Order Agreement on behalf of Customer hereby confirms that he/she has been duly authorized by Customer to execute it and legally commit Customer to the terms set forth herein. He/she also acknowledges having read and, on behalf of Customer, agreed to the terms and conditions set forth via the link below which governs this Order Agreement.

<http://www.stormwindstudios.com/privacy/>

<http://www.stormwindstudios.com/terms-conditions/>

Client Signature:

Date:

Title:

StormWind Manager Signature:

Date:

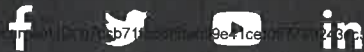
StormWind Finance Signature:

Date:

Make all checks payable to StormWind LLC

Tax ID: 26-4656059 Phone: 480.889.9966

StormWind, LLC
Dept 3602 PO Box 123602
Dallas, TX 75312-3602



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


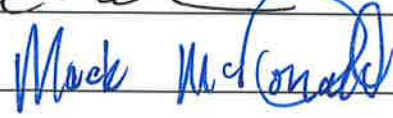


Purchase From
Geffs Manufacturing, Inc State Contracted
950 S Main St. - PO BOX 4885
Pocatello, ID 83205
Phone: (208)232-1100
Attention To :

Deliver To
San Juan County Road Dept.
1157 S Main Street
Blanding, UT 84511
Phone: (435)678-3838
Attention To : Richard

Purchase Order
P. O. No#
Date 2/21/2023
Your Ref#
Our Ref#
Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
60337	Assy, Shaft, Agitator, FXH, 14'6" IH	1	\$1,783.60	\$1,783.60
60297	Assy, Spreadroll 14'6" IH	1	\$4,626.72	\$4,626.72
	Replacement parts for Flarity			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved: _____
Department Head: 
County Admin: 

Sub Total	\$6,410.32
Tax	Exempt
Freight	
Invoice Total	\$6,410.32
Amount Paid	
Balance Due	\$6,410.32

Terms and Conditions:

GEFFS MANUFACTURING, INC.

950 S. MAIN ST.
PO BOX 4885
POCATELLO, ID 83205

(208) 232-1100
(208) 234-4724

Quote

Customer No.: SANJA

Quote No.: 2819

Quote To: **SAN JUAN CTY ROAD DEPT**
P.O. BOX 188
MONTICELLO, UT 84535

Ship To: **SAN JUAN CTY ROAD DEPT**
885 E CENTER ST
MONTICELLO, UT 84535

Customer: Phone (801) 678-2429

Customer: Fax

Date	Ship Via	F.O.B.	Terms			
02/14/2023	TRUCK	Origin	Net 10 Days			
Purchase Order Number	Sales Person		Required			
	FRANK LOFTUS		03/14/2023			
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
10.000			80564	CHAIN, ROLLER	17.0800	170.80
1			80562	LINK, OFFSET, #80 CHAIN	8.04	8.04
2			80655	BEARING, FLANGE, 4-BOLT,	89.36	178.72
2			50828	PANEL, WEAR IH	85.0000	170.00
2			50352	COLLAR, WEAR IH INCLUDE # 15126 SET SCREW	143.60	287.20
2			51013	KEY, 3/8 X 3/8 X 1-1/2 IH	3.00	6.00
1			50337	SHAFT, DRIVE, AGITATOR, IH KEYED	275.12	275.12
1			50338	SHAFT, IDLER, AGITATOR, IH NO KEY	162.60	162.60
1			60337	ASSY, SHAFT, AGITATOR, FXH, 14'6" IH	1783.60	1783.60
2			52098	BEARING, SPREAD-ROLLER, FXH MODIFICATION REQUIRED PRIOR TO BOXING LM40-47	366.95	733.90
1			60297	ASSY, SPREADROLL 14' 6" IH	4626.72	4626.72
1			50451-146	SEAL, SPREAD ROLL, FXH, 14'6" OS	129.60	129.60
3			80109	ROLLER, MIDDLE, BM624 FOR TROUGHING ROLLER ASSY. LM42-12 W42-12 A1	205.30	615.90
108			80111	BEARING, IDLER BALL BRG TROUGHING ROLLER ASSY. LM42-15 A1	38.95	4206.60
2			51963	CLEANER, LM420 CONV BELT	46.25	92.50
6			80113	IDLER ROLLER 22" 20" CONVEYO	300.90	1805.40

Thank You

GEFFS MANUFACTURING, INC.

950 S. MAIN ST.
 PO BOX 4885
 POCATELLO, ID 83205
 (208) 232-1100
 (208) 234-4724

Quote

Customer No.: SANJA
 Quote No.: 2819

Quote To: **SAN JUAN CTY ROAD DEPT**
 P.O. BOX 188
 MONTICELLO, UT 84535

Ship To: **SAN JUAN CTY ROAD DEPT**
 885 E CENTER ST
 MONTICELLO, UT 84535

Customer: Phone (801) 678-2429

Customer: Fax

Date	Ship Via	F.O.B.	Terms	
02/14/2023	TRUCK	Origin	Net 10 Days	
Purchase Order Number		Sales Person		Required
		FRANK LOFTUS		03/14/2023
Quantity		Item Number	Description	Unit Price
Required	Shipped	B.O.		Amount

Quantity	Item Number	Description	Unit Price	Amount
		LM42-31 W42-31 K10-5		
4	50025-2	LAGGING, CONVEYOR SIDE, 5"	180.40	721.60
2	50447	LAGGING, CONVEYOR END W42-44 A3 WHALE TAIL 8" HOLE SPACING	82.90	165.80
1	LM40-41	BUSHING TAPER LOCK SPREAD ROLL SPROCKET	57.12	57.12
1	LM40-43	SPROCKET SPREAD ROLL USE WITH LM40-41 TAPER LOCK	287.00	287.00
1	80211	SPROCKET, 1-1/4 BORE, 5/16 KEYWAY	152.10	152.10
1	80551	BEARING, IDLER SPROCKET B1 LM40-18	52.90	52.90
1	50750	SPROCKET IDLER, 1 BORE LM40-19 W40-19 B1 80551 BEARING NEEDED	242.83	242.83
1	60290	ASSY, SPROCKET, FREE WHEEL IH	573.60	573.60
2	50897	SMALL LAG HOLD DOWN CHANNEL-2X1/2X1/8X1.68 FT 50897 FAB 16137 A2	28.75	57.50

Quote subtotal	17563.15
Freight charges	1878.36
Quote total	19441.51

FREIGHT F.O.B. FACTORY -- CALL FOR FREIGHT QUOTE

ALL QUOTES MUST BE SIGNED AND FAXED BACK TO BE VALID

Thank You

GEFFS MANUFACTURING, INC.
950 S. MAIN ST.
PO BOX 4885
POCATELLO, ID 83205
(208) 232-1100
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Quote

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885 E CENTER ST
MONTICELLO, UT 84535

Customer: Phone (801) 678-2429

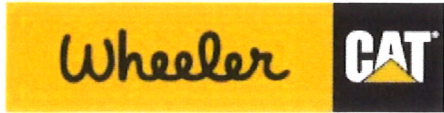
Customer: Fax

Date	Ship Via	F.O.B.	Terms		
02/14/2023	TRUCK	Origin	Net 10 Days		
Purchase Order Number		Sales Person		Required	
		FRANK LOFTUS		03/14/2023	
Quantity		Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.			

Customer:

Jeff Matkin:

Thank You



140586-01

Feb 09, 2023

SAN JUAN COUNTY ROAD DEPT

PO BOX 188
MONTICELLO, UT84535

Attention: TJ ADAIR

Machine pictured may not reflect specifications quoted.

Dear Tj Adair,

Thank you for your interest in Wheeler Machinery Co. and its products. I am pleased to provide you with this quote for your consideration.

New Caterpillar Model: SO 150 112 in addition to the additional specifications listed below.

STOCK NUMBER: NP033272 **SERIAL NUMBER:** **YEAR:** **SMU:**

Thank you for your interest in Wheeler Machinery Co. and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Marco Defa | Machine Sales Representative | Wheeler Machinery Co.
435-229-6074 | mdefa@wheelercat.com

New Caterpillar Model: SO 150 112 in addition to the additional specifications listed below.

MACHINE SPECIFICATIONS

MOTOR GRADER WORK TOOLS	0P-0674	PACK, DOMESTIC TRUCK	0P-0210
BLD 112 STRAIGHT 1.5HPL	524-6868		

Price per unit

SELL PRICE
NET BALANCE DUE
AFTER TAX BALANCE

\$11,950.00
\$11,950.00
\$11,950.00

Item 5.

F.O.B/TERMS:
MOAB UTAH

San Juan County

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



Purchase From

Wheeler CAT
1345 South State St.
Salina, UT 84654
Phone: (435)529-7423
Attention To :

State Contracted

Deliver To



San Juan County Road Dept.
885 E Center Street
Monticello, UT 84535
Phone: (435)587-3230
Attention To :

Purchase Order

P. O. No#
Date 3/1/2023
Your Ref#
Our Ref#
Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
419-5656	Head As-Comb Repair of dump truck - replacement part	1	\$1,514.87	\$1,514.87
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head:	
County Admin:	

Sub Total	\$1,514.87
Tax	Exempt
Freight	
Invoice Total	\$1,514.87
Amount Paid	
Balance Due	\$1,514.87

Terms and Conditions:

Wheeler



PARTS PACKING LIST

Item 5.

Wheeler Machinery Co.
1345 South State St.
Salina, UT 84654
(435)529-7423

Table with 2 columns: CUSTOMER NUMBER, DOCUMENT NUMBER, DOCUMENT DATE/TIME, WORKORDER / SEG / OPR, NEED BY DATE, PAYMENT. Values include 080103, SAC263321A, 02/28/23 14:07, 03/02/2023, CHARGE.



SOLD TO SAN JUAN COUNTY ROAD DEPT
PO BOX 188
MONTICELLO UT 84535

SHIP TO SHIP UPS GROUND TO
KEDRIC MUSSELMAN
885 E CENTER STREET
MONTICELLO UT 84535

Summary table with fields: ORDERED BY (KEDRIC MUSSELMAN), TELEPHONE (435-587-3230), ENTERED BY (CALVIN C CROSE), STORE (06), DIV (H), PAGE (1), CUSTOMER ORDER NUMBER (55249), DELIVERY LOCATION (UPSGRND), SHIP VIA, TOTAL SHIPPED WEIGHT (8.4), MAKE (AA), MODEL (C13), SERIAL NUMBER (0LEE08870), EQUIPMENT NUMBER, ARRANGEMENT NO.

Main parts list table with columns: LINE #, PART NUMBER, DESCRIPTION, ORDERED, SHIPPED, BACKORD, N/R, LOCATION, SOS, GROSS WEIGHT, PRICE, EXTENDED PRICE. Includes items like HEAD AS-COMB, GASKET, SENSOR-TEMP, SENSOR GP-TE.

All returned parts are subject to a re-stock charge. * - Non Returnable Parts
**This is not an Invoice. Prices subject to change at time of invoice.

Estimated Total** \$ 2,496.2

RECEIVED BY

DATE

37

PURCHASE ORDER

San Juan County

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



Purchase From

Vendor Name JWC Enviromental
 Street Address 2900 Garnsey St
 City, State, Zip Santa Anna CA, 92707
 Phone: 800-331-2227
 Attention To :

Deliver To

Deliver To Name San Juan County
 Street Address 117 S Main St
 City, State, Zip Monticello, UT, 84535
 Phone: 810-891-5513
 Attention To : Samuel Long

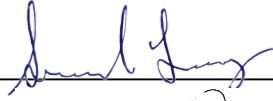
Purchase Order

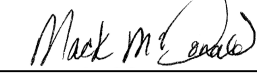
P. O. No# PSB
 Date: 3/2/2023
 Your Ref# 69777
 Our Ref#
 Credit Terms

Contract #

Product ID	Description	Quantity	Unit Price	Amount
A31213-182T	Reducer Assy, 29:1 W/Guards	1	\$2,723.66	\$2,723.66
30016-0002	LoveJoy Coupling Assy 1.125x.750 L095	1	\$68.47	\$68.47
30017-0011-001	Coupling Interlocking 1-1/4 Bore 4140	1	\$164.98	\$164.98
34017	Interlock Coupling 1-1/2 Bore 4104	1	\$166.43	\$166.43
A34085T	Gasket/Oil Seal Kit, 30004T	1	\$75.18	\$75.18
30045-005	Key 5/16in SQx1-3/4in STL	1	\$8.01	\$8.01

Approval

Department Head: 

County Admin: 

Sub Total	\$3206.73
Tax	
Freight	
Balance Due	\$3206.73

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



Customer Service Center
 2600 S. Garnsey Street
 Santa Ana, CA 92707 USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 714 242-0240

Item 5.

Customer: 5039380
 Sam Long
 San Juan County
 PO Box 9
 297 South Main
 Monticello, UT 84535-0009
 UNITED STATES
 (801)891-5513

 samlong@sanjuancounty.org

Quote Number: 69777
Quote Date: 03/02/2023
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 1-2 Weeks ARO
Grinder Serial #: S027731-2-1
Ticket #: CAS-116818-Y4X6

Project: San Juan County

Part Number	Description	Qty	Unit Price	Extended Price
A31213-182T	REDUCER ASSY, 29:1 W/GUARDS Paint:Epoxy Green	1	\$2,723.66	\$2,723.66
30016-0002	LOVEJOY CPLG ASY 1.125 X.750 L095 BUNA	1	\$68.47	\$68.47
30017-0011-001	COUPLING INTERLOCKING 1-1/4 BORE 4140	1	\$164.98	\$164.98
34017	INTERLOCK COUPLING 1-1/2 BORE 4140	1	\$166.43	\$166.43
A34085T	GSKT/OIL SEAL KIT, 30004T	1	\$75.18	\$75.18
30045-0005	KEY 5/16inSQx1-3/4in STL	1	\$8.01	\$8.01

Please verify serial number is correct.

Sub Total **\$3,206.73**
Tax
Total **\$3,206.73**

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
Billing Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your Purchase Order.
3. Sales tax is not included in price.
4. Note on your purchase order that Shipping and Handling will be added to the invoice.
5. Availability of parts are subject to change at any time.
6. 20% restocking fee on all returns.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!



JWC Environmental Inc
Irene Gomez
Customer Service

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Item 5.



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Santa Ana, CA 92707 USA
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Item 5.

Please provide the following information. Failure to do so may delay processing of order. Quote #: 69777

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.
Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240
Email servicesales@jwce.com

Signature: _____

Date: _____



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Item 5.

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Item 5.

to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



COMMISSION STAFF REPORT

MEETING DATE: November 1, 2022

SUBMITTED BY: David Gallegos, San Juan County Fire Chief

TITLE: 2023 Wildland Fire Program Participating Commitment Between San Juan County and Utah Division of Forestry, Fire and State Lands

RECOMMENDATION: Approval

SUMMARY

This is a renewal of the Wildland Fire Participating Agreement Between San Juan County and Utah Division of Forestry, Fire and State Lands.

HISTORY/PAST ACTION

Renewal of Agreement

FISCAL IMPACT

County Match \$45,034

FINANCIAL STATEMENT: UTAH COOPERATIVE WILDFIRE SYSTEM PARTICIPATION COMMITMENT BETWEEN UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS and SAN JUAN COUNTY

	Medium Risk Assessment	High Risk Assessment	Total
	\$14,060	\$1,702	\$15,762
Division's 10 year fire suppression cost average within the jurisdiction:			\$29,272
THIS IS NOT A BILL. DO NOT PAY.	Participation Commitment for 2023:		\$45,034

List below how the Participating Entity plans to meet the Participation Commitment total above. List the project, action or acquisition. Category (fuel mitigation, wildfire prevention, wildfire suppression capacity) Duration (how long will the project take to complete) Value this Year (estimated value to be claimed this year) All Projects-Actions or Acquisitions must be included in the approved Community Wildfire Preparedness Plan

Proposed Project, Action, or Acquisition	Category	Duration	Value this Year
LANEY PROJECT WORK 2 ACRES	MITIGATION	JAN/DEC-2023	\$5,000
KEITH PROJECT WORK 3 ACRES	MITIGATION	JAN/DEC-2023	\$6,000
YOUNG'S PROJECT WORK OVER 3 ACRES	MITIGATION	JAN/DEC-2023	\$6,500
BEIBER PROJECT WORK 3 + ACRES	MITIGATION	JAN/DEC-2023	\$5,500
ANDERSON PROJECT WORK 3+ ACRES	MITIGATION	JAN/DEC-23/24	\$4,000
GILLETT PROJECT WORK 3+ ACRES	MITIGATION	JAN/DEC-2023	\$7,000
EDUCATION ON FUELS REDUCTION	PREVENTION	JAN/DEC-2023	\$3,534
PURSHASED CHIPPER 3 YEAR TERM	PREPAREDNESS	JAN/DEC-2023	\$7,500
			45,034

Utah Division of Forestry, Fire and State Lands

Signature

Print Name and Title

Official Participating Entity Representative

Signature

Print Name and Title

Date

Date

Utah Division of Forestry, Fire and State Lands
 1594 West North Temple, Suite 3520
 P.O. Box 145703
 Salt Lake City, UT 84114-5703

Fire Suppression Cost 10 Year Average Calculations			
YEAR	NORMAL FIRE SUPPRESSION COSTS (See Note 2)	TIMES INFLATION RATE FACTOR (See Note 3)	EQUALS ADJUSTED FIRE COSTS IN CONSTANT DOLLARS
2012	\$35,212	1.07	\$37,677
2013	\$14,616	1.05	\$15,347
2014	\$63,454	1.04	\$65,992
2015	\$18,969	1.04	\$19,728
2016	\$9,097	1.01	\$9,188
2017	\$28,132	1.03	\$28,976
2018	\$31,254	0.98	\$30,629
2019	\$0	0.96	\$0
2020	\$73,047	1.25	\$91,308
2021	\$21,314	1.25	\$26,642
TOTAL:			\$234,179
DIVIDED BY EIGHT YEARS			\$29,272



COMMISSION STAFF REPORT

MEETING DATE: March 7, 2023

ITEM TITLE, PRESENTER: Rural Grant Funding Allocations for San Juan County Businesses y Elaine Gizler, Economic Development, and Visitor Services Director.

RECOMMENDATION: Business Action/ Approve

SUMMARY: The County Economic Development Board (CED) reviewed the submitted Rural Grant Applications and voted to approve the funding for the following San Juan County business. The total amount of funding available is \$175,000. Upon Commission approval, the recipients will be notified, and checks will be cut. Also, the recipients must follow up with a 3-month update of how the funding was used and validate with actual invoices.

HISTORY/PAST ACTION. In 2022 San Juan County Economic Development allocated \$173,000 for this same program.

FISCAL IMPACT

This allocation of funding is coming out of the Rural Grant Fund from the Governors Office of Economic Opportunity allocated in Fall of 2022.

Project #	Applicant Name	Name of Business	Total Project Cost	RCG Request Amount	Funds Allocated
1	Eli Whipple	S&D Pros Equipment and Expansion	\$16,500	\$16,500	\$ 8,000
5	Sylvia Czerkas	Dinosaur Museum- Blanding	\$76,279.00	\$25,000.00	\$ 10,000
7	Ellen Williams	Kigalia Fine Arts Council	\$3,760.00	\$3,760	\$ 2,000
9	Elizabeth Mooneyhan	Gemstone Campground	\$30,000.00	\$10,000	\$ 5,000
10	Candace Davis	Davis Family Lodging	\$57,710.00	\$30,000.00	\$ 3,000
12	Laura Timmerman	Exergy Blanding	\$10,000.00	\$10,000	\$ 5,000
13	Karen Whipple	High Desert	\$5,500.00	\$5,500.00	\$ 2,300
14	Rick Eldredge	Country Comfort Holdings	\$15,956.00	\$15,956.00	\$ 2,100
15	Sarah Burak, Bears Ears Partnership	Friends of Cedar Mesa	\$7,100.00	\$7,100	\$ 3,500
16	Andrea Martin	Comb Ridge Coffee Willow Street Cottages	\$14,400.00	\$9,794	\$ 6,000
17	Erin Nelson	Canyon Smokehouse	\$89,400.00	\$28,600	\$ 9,000
19	Pamela Yearous	Coral Sands RV Park	\$40,000.00	\$26,314	\$ 10,000
20	Greg Acton	Bears Ears Inn	\$1,750,000.00	\$160,000	\$ 13,000
21	Matthew Cozart	Canyon Country Discovery Center	\$5,000.00	5000	\$ 5,000
24	Kevin Francom	Rentals Plus, LLC	\$317,000.00	\$84,125.00	\$ 5,000
25	Keshia Joot	Glamping Canyonlands	\$45,145.00	\$45,145.00	\$ 8,000
27	Loren Holyoak	Blue Mountain Nusery	\$29,176.00	\$29,176	\$ 8,000
28	Wendy Brandt	Brant Services	\$65,000.00	\$25,000.00	\$ 5,700
29	Dixie Brunson	Montezuma Canyon Ranch	\$7,800.00	\$7,800	\$ 2,000
31	Kristen J Bushnell	Flintlock Farms	\$9,215.00	\$9,215.00	\$ 3,000
32	Bryan Bonney	50 Below	\$15,000.00	\$15,000.00	\$ 5,000
35	Luke Lessner	Mountain Feller Tree Service	\$27,000.00	\$27,000	\$ 10,000
36	Brittany Zale	Climb Moab in the SJC Business Park	\$19,496.00	\$19,496	\$ 13,000
38	Dan Meyers	Bluff Community Foundation	\$46,000.00	\$8,800	\$ 5,000
39	Russell Wheeler	Comb Ridge Eat and Drink	\$145,000.00	145,000	\$ 5,400
40	David Carpenter	Carpenter and Carpenter LLC (Restaurant)	\$25,000.00	\$25,000.00	\$ 10,000
41	Miriam Peterson	Mission Discovery School	\$4,000.00	\$2,000	\$ 1,000
42	Bluff Dwellings Resort & Spa	Bluff Dwellings Cedar Shak	\$12,296.00	\$12,296	\$ 10,000
	Total Allocated				\$ 175,000



COMMISSION STAFF REPORT

MEETING DATE: Feb 2, 2023

ITEM TITLE, PRESENTER: This request is to confirm the San Juan County Lease Agreement for the Hanksville, Utah Billboard by Elaine Gizler, Economic Development and Visitor Services Director.

RECOMMENDATION: Business Action/ Approve

SUMMARY: The Billboard ownership consent form has been approved by the Commission, now the San Juan County Lease Agreement for the Hanksville Billboard between Paul Hansen (Landowner) and San Juan County needs to be approved by Commission and then forwarded to Mr. Hansen for signature.

HISTORY/PAST ACTION. This is a new action.

FISCAL IMPACT \$1000 per year will come from the 2023 San Juan County Economic Development and Tourism budget for as long as San Juan County owns the billboard.

SAN JUAN COUNTY LEASE AGREEMENT

This LEASE AGREEMENT (this “Lease” or “Lease Agreement”) is made and entered into as of February 7, 2023 (the “Effective Date”), by and between San Juan County (“County”) and Paul Hansen (“Landowner”). Together, Landowner and County may be referred to hereafter individually as “Party” and collectively as “Parties” herein.

WITNESSETH:

WHEREAS, Paul Hansen, is the owner of real property (“the Billboard Property”) at the intersection of North Hwy 24, Mile Point 116.58, Hanksville, UT.

WHEREAS, the Billboard Property was previously leased to Black Oil Company of Monticello, Utah for the purpose of maintaining a billboard (“the Billboard”).

WHEREAS, said lease to Black Oil Company has been assigned to San Juan County.

WHEREAS, County and Landowner now desire to enter into a new lease of the Billboard Property with Landowner as Lessor and County as Lessee.

WHEREAS, the Parties desire that the effective date of this Lease be February 7th, 2023 and the ending date to be 99 years from the effective date (“Lease Term”).

WHEREAS, County and Landowner desire to enter into the new lease upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of \$10 and the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

Section 1. Lease

- 1.1 Lease of Billboard. County hereby leases from Landowner and Landowner hereby leases to County, the Billboard Property for a period of 99 years beginning February 7, 2023. Landowner also grants unto County an access easement across Landowner’s property to the Billboard for the purpose of maintaining the same as needed, which access is already known to County and visible upon inspection of the Billboard Property.
- 1.2 Billboard. The Billboard is more specifically located on North Hwy 24, Mile Post 116,58, Hanksville, UT GPS: Longitude -110.704468 and Latitude 38.374488
- 1.3 Ownership Responsibility. County will be responsible for the Billboard improvements, fixtures, maintenance, connections to the property, and billboard

structure including those anchor points to and below the surface at its current location.

- 1.4 Permitted Marketing Use. Throughout the Lease Term, County shall use the Billboard for the purposes of featuring strategic marketing and public content highlighting and marketing San Juan County to encourage travel on HWY 95 directly towards San Juan County with the intentions of increasing the number of visitors. All signage shall be at the sole discretion of County.
- 1.5 Third Party Use and Subletting. County may sublease the sign upon written notice to Lessor and approval by Lessor, which will not be unreasonably withheld.
- 1.6 Personal Property. Except as otherwise set forth herein or in writing, County owns the signage and structure, and anchors below and above the surface areas. County has no other rights to the Billboard Property other than the current signage and signage locations and anchor points.
- 1.7 Access to the Billboard. County shall have access to the billboard twenty-four (24) hours a day, seven (7) days a week, at all reasonable times, to perform repairs, installation of new signage, maintenance, and upgrades to the sign systems. County will have perpetual access under this easement, which includes parking adjacent to the Billboard and ingress and egress over Landowner's property.

Section 2. Signage.

- 2.1. Beginning on the commencement date of the Lease Term, County may place temporary or permanent signage upon the Billboard. All signage will reflect San Juan County marketing intended to attract visitors to visit San Juan County as they access Highway 95.
- 2.2. Lease Term. The "Lease Term" shall commence on February 7, 2023 and expire 99 years from the effective date. County may renew the Lease for other terms by giving notice to Lessor at least 30 days prior to the termination date.
- 2.3.

Section 3. Rent

- 3.1. Rent. The annual rental will be \$1,000 (One Thousand Dollars and No/100), due on or before January 2nd each year.

Section 4. Maintenance and Landscaping.

- 4.1. Utilities. Throughout the Lease Term, all utility services associated with the Billboard shall be managed and paid for by County. As needed and requested by County, Landowner agrees to provide any easements to utility services and vinyl installers to facilitate access to the Billboard
- 4.2. Maintenance. During the Lease Term, County agrees to keep and maintain the Billboard in a clean and orderly condition and repair. County represents Billboard will commence in good working order and shall continue to be maintained in working order, in accordance with all laws and State standards at San Juan County’s sole expense.

Section 5 Right of Entry through Access Easement

- 5.1 Right of Entry and Access. The Parties acknowledge, understand, and agree that County and any of its authorized agents may enter into and upon the Billboard Property with prior notice and approval of Landowner for the purpose of inspecting the Billboard, posting notices of non-responsibility for alterations, making additions to or repairs of signage, or for any other reasonable purpose, which approval shall not be unreasonably withheld.
- 5.2 Access Easement. The access easement is defined and attached hereto as Exhibit “A”.

Section 6. Assignment

- 6.1 Assignment. Notwithstanding anything herein to the contrary, San Juan County may sublease the billboard from time to time, or reassign the lease if changing ownership. Notification of assignment will be provided to all parties.

Section 7. Notices

- 7.1 Notices. All notices, demands, or other writings under this Lease shall be in writing and shall be deemed delivered on the date of personal delivery or three days after it is deposited in the United States mail with postage prepaid and addressed as follows:

<p>To Lessee: San Juan County Attn: County Chief Administrative Officer 117 South Main Street, PO Box 9 Monticello, Utah 84535</p>	<p>To Lessor: Paul Hanse P.O. Box 208 Elsinore, UT 84724</p>
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Section 8. Force Majeure

- 8.1 Force Majeure. In the event that either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, pandemic or epidemic, war or other reason of like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Neither San Juan County nor the Land Owner shall be liable for failure to perform any obligation under this Agreement in the event it is prevented from so performing by pandemic or epidemic, strike, lockout, breakdown, accident, act of terrorism, order or regulation of or by any governmental authority or failure to supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war, pandemic, epidemic, or other emergency or for any other cause beyond its reasonable control.

Section 9. Property and Liability Coverage

- 9.1 Fire and Extended Coverage. Throughout the Lease Term, County shall carry fire, earthquake, and extended coverage for the Billboard. The amount of such coverage shall not be less than 100 percent of the replacement value of the Billboard. The term "Replacement Value" shall be determined and agreed upon by the Parties at the time the fire and extended coverage is initially secured. County may at any time, but not more than once every five (5) years, by written notice to the Landowner, require the full insurable value of the Billboard to be redetermined by a certified appraiser at the cost of County whereupon the results of such redetermination shall be communicated in writing to Landowner. Landowner may also cause the insurable value to be redetermined once every five (5) years by following the same process.
- 9.2 County's Liability Coverage. County secures liability coverage as a member of the Utah Counties Indemnity Pool with limits adequate to cover its maximum liability under the Utah Governmental Immunity Act. Nothing in the Agreement shall require County to carry different or additional insurance, and any obligations of County contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to County's negligent acts or omissions.

Section 10. Liability

10.1 Liability. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive, or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise. Nothing in this Agreement shall waive or limit each party's protections under the Utah Governmental Immunity Act.

Section 11. Default

11.1 Default. In the event that either Party shall be default in the performance of any other of the terms, covenants, conditions, or provisions herein contained binding after the other Party has provided sixty (60) days prior written notice of such non-performance, the notifying Party shall have the right (in addition to all other rights and remedies provided by law) to terminate this Agreement.

Section 12. Miscellaneous

12.1 Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

12.2 Government Records and Management Act. County acknowledges that the Landowner is not a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 630-2-101 et seq., as amended ("GRAMA"); that certain records within County's possession or control, including without limitation, this Lease Agreement, may be subject to public disclosure; and that County's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 630-2-309 of GRAMA, any confidential information provided to Landowner or its designated representative that County believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in this Lease Agreement, Landowner or its designated representative may disclose

any information or record to the extent required by GRAMA or otherwise required by law, and to County's employees, attorneys, accountants, consultants and other representatives on a need-to-know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

- 12.3 Governmental Immunity. County further acknowledges that Landowner is not a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended the "Act". Nothing in this Lease Agreement shall be construed as a waiver by Landowner of any protections, rights, or defenses applicable to Landowner under the Act, including without limitation, the provisions of Section 630-7- 604 regarding limitation of judgments. It is not the intent of County to incur by contract any liability for the operations, acts, or omissions of County or any third party, and nothing in the this Lease Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Lease Agreement, any indemnity obligations of Landowner contained herein are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of Landowner. Any limitation or exclusion of liability or remedies in this Lease Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.
- 12.4 Attorneys' Fees. If either County or Landowner institutes any action or proceeding against the other to enforce any provision of this Lease Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses incurred by the prevailing party in the performance of this Lease Agreement, including court costs, expenses and reasonable attorneys' fees.
- 12.5 Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening clause of this Lease Agreement.
- 12.6 Time of the Essence. Time is of the essence with respect to the performance of each, every, and all of the terms, conditions, promises and provisions of this Lease Agreement.

- 12.7 Relationship of Parties. In assuming and performing the obligations of this Lease Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.
- 12.8 Headings. No headings in this Lease Agreement affect its interpretation.\
- 12.9 Amendment and Supplement. Any amendment and/or supplement of this Lease Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Lease Agreement and shall have the same legal effect as this Agreement.
- 12.10 Merger. This Lease Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.
- 12.11 Severability. The provisions of this Lease Agreement are severable, and in the event that any provision herein shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

Section 13. Authority; Counterparts; Electronic Signatures

The Parties signing this Lease Agreement represent that they have been duly authorized by their respective principals and by all necessary corporate and public action to enter into and execute this Lease the same. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. For purposes hereof, facsimile and/or e-mail signatures hereon shall be treated the same as, and accorded the same legal significance as original signatures hereon.

In Witness Whereof, the Parties have executed this Lease Agreement to be effective on the day and year first above written.

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

<p>COUNTY</p> <p>By: _____ Bruce Adams, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>Lyman Duncan San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>PAUL HANSEN</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Exhibit A
Access Easement



ROAD DEPARTMENT

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

March 2, 2023

RE: Sole Source Justification – Asphalt Systems Inc. GMRSS and GSB-88

To Whom It May Concern,

San Juan County Road Department would like to purchase GMRSS and GSB-88 Oils for chip sealing and fog sealing projects in 2023. The GMRSS and GSB-88 are rejuvenating oils designed and formulated to use with the dirty chips in our stock piles.

Asphalt Systems Inc. (ASI) is a sole provider for GMRSS and GSB-88 and no other vendor can sell this product as ASI has the exclusive rights to the product. San Juan County has used ASI for chip sealing and fog sealing for many years and they guarantee their product. San Juan County Road Department has been pleased with the results and the chip seals/fog seals hold up in different conditions throughout the county.

Thank you for your consideration in approving this purchase.

Sincerely,

Todd Adair
San Juan County
Road Superintendent



GMRSS® QUOTE FOR Agency Project

Date	Expires	Prepared By	Quote ID #
2/27/23	3/6/23	Name – Mark LaBelle	
Company Name		San Juan County Road Dept.	
Contact Name		TJ Adair, Supt	
Contact Phone		435-587-3230	
Contact Email		tadair@sanjuancounty.org	

Project Name*	GMRSS Chip Seal 2023
Project Address	Various roads in county
Bid Date	
Material Delivery Date	Beginning May 15 th , plan to finish by June 2 nd .
Estimated Application Date	Begin on May 15, 2023

* **Project-Specific Price Quote:** A COPY OF THE PROJECT SPECIFICATION MUST BE PROVIDED BY THE CUSTOMER FOR ASI TO ESTIMATE NUMBER OF GALLONS AND QUOTE TOTAL PRODUCT PRICE. This price quote is for FOB plant and valid for 60 days. After 60 days, ASI may increase the price if required by increased costs to ASI.

Product	GMRSS Chip Seal emulsion
Price per gallon	\$3.58 per gallon (oil only, does NOT include freight)
Estimated Gallons**	130,000 Gallons

** **Application Rates:** The project inspector or engineer establishes the application rates for the project after consultation with the Manufacturer’s Representative pursuant to the Project Specification. The specific project specifications and the condition(s) of the existing pavement determine the application rates. Customers should be prepared to apply the treatment at the highest application rates per the project specs. IT IS THE CUSTOMER’S RESPONSIBILITY TO ORDER SUFFICIENT MATERIAL TO COVER THE APPLICATION RATES FOR THE PROJECT. THIS ORDER WILL NOT BE ACCEPTED IF IT APPEARS INSUFFICIENT TO COVER THE ANTICIPATED APPLICATION RATES.

Material is available in Totes, if ordered in Totes, the cost per Tote is \$400 each.

Additional Terms & Conditions:

1. **Order & Request Lead Time:**
 - a. Customer will provide a minimum notice of 10 working days between the date of the order and the date of pickup. Delivery of orders with less than 10 working day’s notice may be subject to delayed shipment due to production schedules.
 - b. Customer will provide a minimum notice of 10 working days for the Specification Support by ASI’s Manufacturer’s (Onsite) Rep.
2. **Title Transfer:** The product is sold FOB ASI’s production facility. Assignment and transfer of legal title to the product from ASI to customer is immediate upon product transfer from plant to customer shipping container.
3. **Freight:** Shipping, handling and storage is the responsibility of the customer.
4. **Storage:** All short- and long-term product storage is the responsibility of the customer.
5. **Product Certification:** ASI will only certify products manufactured at our designated facilities. Customers storing products in bulk or diluting and mixing them for specific projects are responsible for material certifications.

6. **Product Knowledge:** The performance and safety of GMRSS® is dependent upon shipping, handling, storage and application in strict compliance with the GMRSS® SDS and technical data sheet, ASI's Best Practices Manual, and the particular project specifications. Customer certifies that it has read and understood these documents and their requirements for shipping, handling, storage and application of GMRSS®.
7. **Disputes & Liability:** While ASI will assist in facilitating the resolution of any disputes about the performance of services by the freight company and/or the applicator company, it is understood and agreed that the freight company and/or the applicator company and not ASI will be liable for all costs arising from or related to any deficiency in performance of their services.
8. **Force Majeure:** If performance by ASI is prevented, restricted, or interfered with by causes beyond ASI's reasonable control ("Force Majeure"), ASI's obligations shall be suspended to the extent caused by such event. Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, supply chain interruptions and disruptions to required transportation.
9. **Product Samples:** ASI may retain a *de minimis* sample of ASI's product immediately prior to application for future reference.
10. **Onsite Roles & Responsibilities:** It is understood that the function of ASI's Manufacturer's Representative is defined by the project's specifications and that decisions concerning the use and application of ASI's product are the responsibility of the owner's inspector/engineer.
11. **Pre-Project Meeting:** ASI's Manufacturer's Representative is available to participate in a pre-project meeting with the applicator and the inspector/engineer in person or remotely. ASI recommends that such a meeting be scheduled.
12. **Product Evaluation Requirements:** ASI welcomes participation in objective, well-designed product evaluations. However, to ensure the integrity and usefulness of formal trials, demonstrations or evaluations, Customer is responsible for notifying ASI's tech and manufacturing function and enabling ASI to participate in and approve the design and performance of the trial, demonstration or evaluation.
13. **Product/Brand Name:** Customer is not licensed to re-brand or re-name this product. Product must be provided to all third parties under ASI name specified on this document.
14. **Payment Terms = NET 60.** In the event the full amount of the purchase price is not paid in full in accordance with the terms set forth herein, Purchaser agrees to pay interest on the unpaid balance at the rate of 1.5% per month or the maximum amount allowed by applicable law if such amount is less than 1.5% per month.

THIS ORDER CANNOT BE FILLED WITHOUT THE ABOVE QUOTE, TERMS AND CONDITIONS ACCEPTED. RETURNING THIS COMPLETED FORM WITH THE SIGNATURE OF AN AUTHORIZED CUSTOMER REPRESENTATIVE BELOW CONFIRMS UNDERSTANDING AND ACCEPTANCE.

Name		Signature	
Customer		Date	



GSB-88® QUOTE FOR Agency Project

Date	Expires	Prepared By	Quote ID #
2/27/23	3/6/23	Name: Mark LaBelle Signature: Phone:	
Company Name		San Juan County Road Dept	
Contact Name		TJ Adair, Supt	
Contact Phone		435-587-3230	
Contact Email		tadair@sanjuancounty.org	

Project Name*	GSB-88 Fog Seal Project 2023
Project Address	Various roads in county
Bid Date	
Material Delivery Date	To begin on June 5th
Estimated Application Date	Week of June 5 th .

* **Project-Specific Price Quote:** A COPY OF THE PROJECT SPECIFICATION MUST BE PROVIDED BY THE CUSTOMER FOR ASI TO ESTIMATE NUMBER OF GALLONS AND QUOTE TOTAL PRODUCT PRICE. This price quote is for FOB plant and valid for 60 days. After 60 days, ASI may increase the price if required by increased costs to ASI.

Product	GSB-88® [Concentrate/2:1/1:1] Emulsion (incl % polymer)
Price per gallon	2:1 Dilute, with 2% polymer = \$4.68 per gallon, oil only
Estimated Gallons**	21,000 Gallons (will do appx 11 miles)

** **Application Rates:** The project inspector or engineer establishes the application rates for the project after consultation with the Manufacturer's Representative pursuant to the Project Specification. The specific project specifications and the condition(s) of the existing pavement determine the application rates. Customers should be prepared to apply the treatment at the highest application rates per the project specs. IT IS THE CUSTOMER'S RESPONSIBILITY TO ORDER SUFFICIENT MATERIAL TO COVER THE APPLICATION RATES FOR THE PROJECT. THIS ORDER WILL NOT BE ACCEPTED IF IT APPEARS INSUFFICIENT TO COVER THE ANTICIPATED APPLICATION RATES.

Material is available in Totes, if ordered in Totes, **the cost per Tote is \$400 each.**

Additional Terms & Conditions:

1. **Order & Request Lead Time:**
 - a. Customer will provide a minimum notice of 10 working days between the date of the order and the date of pickup. Delivery of orders with less than 10 working day's notice may be subject to delayed shipment due to production schedules.
 - b. Customer will provide a minimum notice of 10 working days for the Specification Support by ASI's Manufacturer's (Onsite) Rep.
2. **Polymer:** Product may require a minimum amount of polymer. Above pricing includes the specification's minimum polymer requirements. It is the customer's responsibility to fully understand the project requirements for additional polymer to be supplied and ASI charges to furnish polymer at the time of shipment.

3. **Title Transfer: The product is sold FOB ASI's production facility.** Assignment and transfer of legal title to the product from ASI to customer is immediate upon product transfer from plant to customer shipping container.
4. **Freight:** Shipping, handling and storage is the responsibility of the customer.
5. **Storage:** All short- and long-term product storage is the responsibility of the customer.
6. **Product Certification:** ASI will only certify products manufactured at our designated facilities. Customers storing products in bulk or diluting and mixing them for specific projects are responsible for material certifications.
7. **Product Knowledge:** The performance and safety of GSB-88® is dependent upon shipping, handling, storage and application in strict compliance with the GSB-88® SDS and technical data sheet, ASI's Best Practices Manual, and the particular project specifications. Customer certifies that it has read and understood these documents and their requirements for shipping, handling, storage and application of GSB-88®.
8. **Disputes & Liability:** While ASI will assist in facilitating the resolution of any disputes about the performance of services by the freight company and/or the applicator company, it is understood and agreed that the freight company and/or the applicator company and not ASI will be liable for all costs arising from or related to any deficiency in performance of their services.
9. **Force Majeure:** If performance by ASI is prevented, restricted, or interfered with by causes beyond ASI's reasonable control ("Force Majeure"), ASI's obligations shall be suspended to the extent caused by such event. Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, supply chain interruptions and disruptions to required transportation.
10. **Product Samples:** ASI may retain a *de minimis* sample of ASI's product immediately prior to application for future reference.
11. **Onsite Roles & Responsibilities:** It is understood that the function of ASI's Manufacturer's Representative is defined by the project's specifications and that decisions concerning the use and application of ASI's product are the responsibility of the owner's inspector/engineer.
12. **Pre-Project Meeting:** ASI's Manufacturer's Representative is available to participate in a pre-project meeting with the applicator and the inspector/engineer in person or remotely. ASI recommends that such a meeting be scheduled.
13. **Product Evaluation Requirements:** ASI welcomes participation in objective, well-designed product evaluations. However, to ensure the integrity and usefulness of formal trials, demonstrations or evaluations, Customer is responsible for notifying ASI's tech and manufacturing function and enabling ASI to participate in and approve the design and performance of the trial, demonstration or evaluation.
14. **Product/Brand Name:** Customer is not licensed to re-brand or re-name this product. Product must be provided to all third parties under ASI name specified on this document.
15. **Payment Terms = NET 60.** In the event the full amount of the purchase price is not paid in full in accordance with the terms set forth herein, Purchaser agrees to pay interest on the unpaid balance at the rate of 1.5% per month or the maximum amount allowed by applicable law if such amount is less than 1.5% per month.

THIS ORDER CANNOT BE FILLED WITHOUT THE ABOVE QUOTE, TERMS AND CONDITIONS ACCEPTED. RETURNING THIS COMPLETED FORM WITH THE SIGNATURE OF AN AUTHORIZED CUSTOMER REPRESENTATIVE BELOW CONFIRMS UNDERSTANDING AND ACCEPTANCE.

Name		Signature	
Customer		Date	



COMMISSION STAFF REPORT

MEETING DATE: March 7, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of Chip Seal and Fog Oil purchase, Presented by TJ Adair, Road Superintendent

RECOMMENDATION: Approval to Purchase

SUMMARY

This chip seal and fog oil is designed for to use with San Juan County's stock piled dirty chips. San Juan County Road Department has used this product for several years and has worked very well on chip seal projects. This is a sole source product.

HISTORY/PAST ACTION

Approved for purchase last year.

FISCAL IMPACT

\$563,680.00 – In 2023 Budget

Agreement for ALJ Services

This agreement is entered into effective 7 March 2023 by and between the San Juan County (“County”) and Cheryl Luke (“Judge Luke”) for the purpose of retaining Judge Luke’s services as an appointed Administrative Law Judge (“ALJ”) for the Sky Ranch Subdivision Estates Phase II appeal.

The County and Judge Luke agree as follows:

1. The County appoints Judge Luke as its ALJ to act as the County’s Appeal Authority in behalf of the San Juan County’s February 16, 2021 decision to approve the Sky Ranch Subdivision Estates Phase II.
2. Judge Luke will provide the County the ALJ services necessary to comply with the County’s obligations and appeal hearing process defined under County Ordinance 2020-11, and with any state and federal laws.
3. The County will compensate Judge Luke at a rate of \$125.00 per hour for her ALJ services which includes time spent for hearings and dispute resolution, conducting hearings or mediation, and preparing orders or findings. The County will also compensate Judge Luke for the actual cost of travel, lodging, and meals associated with these responsibilities.
4. The County will work with Judge Luke to schedule hearings or mediations to allow Judge Luke to arrange her schedule and travel from northern Utah to southern Utah.
5. The County will provide support services to fulfill her responsibilities. Such services may also include notices, files, clerical support for hearings, transcribing, and audio recordings of hearings.
6. The parties agree that Judge Luke has 60 days in which to issue any written orders or findings on any hearing she conducts for the County. Failure to issue orders or findings within 60 days after all materials have been received, hearings held and coordination taking place will result in no payment being made to Judge Luke for any of her services and reimbursement of any payments already made for services or travel.
7. In order to perform her duties under this agreement, Judge Luke will maintain her status as a licensed attorney in the State of Utah.
8. The relationship of Judge Luke to the County under this agreement is that of “independent contractor.” No relationship of employee, agent, or servant of the County is created by this agreement. Accordingly, no benefits will be paid and no Internal Revenue Service withholdings will be made by the County from payments made for Judge Lukes services.

- 9. This agreement will terminate on 30 March 2024.
- 10. Judge Luke will invoice the County for services provided under this agreement. Payment by the County shall be due within 30 days of receiving the invoice.
- 11. This is the entire agreement of the parties. It may not be modified except in writing signed by the parties.

Judge Cheryl Luke

Mack McDonald
San Juan County Chief Administrative
Officer

Bio/Cheryl Denise Luke

Judge Luke was born and raised in Salt Lake City. She graduated from the University of Utah in 1976 and from the University of Utah College of Law in 1979. In 1980 she was hired by the Salt Lake City Prosecutor's Office and in 1985 became the city's first female Chief City Prosecutor. In that position she managed a large office of attorneys and support staff. She was responsible for criminal prosecutions, code compliance matters and other ordinance matters as needed. She left that office in 1999 and was hired as an assistant attorney general for the State of Utah. She initially was assigned to do work with the Department of Professional Licensing and was then given the position as Agency Counsel for the Department of Public Safety. In that position she represented twenty-four state agencies including Homeland Security, the Utah Highway Patrol, Police Officer Standards and Training, and State Fire Marshall. Judge Luke has been the recipient of many awards including the Raymond S. Uno award for her active role in supporting minority bar members. In 2007 she was selected for a position as an Administrative Law Judge for the Utah Labor Commission. She presided over worker compensation claims, employment discrimination cases, OSHA compliance cases and wage claims. She retired in 2019 and has maintained an active bar license and been engaged in teaching and consultations with other attorneys and government clients.



COMMISSION STAFF REPORT

MEETING DATE: February 21, 2023

ITEM TITLE, PRESENTER: Proposed Rule, Land Acquisitions, Fee to Trust; Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Sign comment letter.

SUMMARY

BIA proposes to change existing regulations for converting tribal or tribal member ownership of fee lands to trust lands to make the transfer process more efficient, simpler and less expensive. San Juan County has tribally owned fee lands that could potentially be affected by such ownership conversion. The County has no objection to a tribe or tribal individual petitioning for such conversion. But we do have concerns with the impact such conversion to tax-exempt status would have on the county tax base and the challenge to fund continuing government services to such tax-exempt properties. Currently there is no provision in the regulations or proposed changes to compensate a county or local government for the resultant loss of tax revenue. The comment letter proposes two options offered by Duchesne County to remedy such loss. These include a requirement for BIA to make PILT payments or a requirement that the benefitting tribe and local government develop agreement on how to fund continuing county services on the tax exempt lands.

HISTORY/PAST ACTION

None.

FISCAL IMPACT

Potential loss of county and local government tax revenue.



SAN JUAN COUNTY COMMISSION

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

February 21, 2023

Mr. Oliver Whaley, Director
 Bureau of Indian affairs
 Office of Regulatory Affairs & Collaborative Action
 1001 Indian School Road NW, Suite 229
 Albuquerque, NM 87104

Re: Proposed Rule: Land Acquisitions (RIN 1076-AF71, 25 CFR Part 151)

Dear Mr. Whaley:

San Juan County, Utah, with nearly 1.3 million acres of tribal reservation lands including fee lands owned by the tribes within the county, has serious concerns with the proposed rule.

Even though San Juan is the largest county in the State with nearly 5.1 million acres, private lands constitute only 8% of the total acreage with the balance predominantly federal and tribal lands (Navajo and Ute Mountain Ute Reservations). These private lands include lands owned by tribes and tribal members which are subject to the proposed rule. This very limited amount of private (fee) lands severely limits our ability to fund government and community services with property tax revenues. Our county population is roughly a 50/50 mix of Native American and Anglo residents. Our school district is the major beneficiary of property tax revenues which are of course used for the education of all residents' children.

Our primary concern with the proposed rule would be the transfer of fee lands to trust lands thereby removing the fee lands from the property tax base of the County. We realize that this type of transfer can be made under current law and regulations. However, current regulations do not provide for any compensation to local governments to offset lost tax revenue resulting from such a transfer.

The proposed rule should be modified to provide for such compensation. We suggest a couple of options:

1. BIA could partly compensate tax revenue losses by making Payment In Lieu of Taxes (PILT) on past and future acquisitions. This modification would require BIA to make PILT payments just as BLM and USFS currently do.

2. If PILT requirements are not added to the proposed rule, it could be revised to include a provision requiring the local government(s) and applicable tribe to negotiate an agreement to continue government services for the newly acquired trust lands. This agreement would identify the services that would continue to be provided and how the tribe would pay its fair share to fund these services. Such agreement should be fully executed and finalized before the trust transfer is made.

San Juan County and Duchesne County, Utah, exhibit somewhat similar land ownership and tax base characteristics. For that reason, we have consulted with Duchesne County and are in agreement with and support Duchesne County's comments on this proposed rule.

We respectfully submit these comments in the spirit of improving the proposed rule to facilitate continued government services for all residents of San Juan County.

Sincerely,

Bruce Adams
Chairman

cc: Senator Mike Lee
Senator Mitt Romney
Congressman John Curtis
Senator David Hinkins
Representative Phil Lyman
Redge Johnson, PLPCO
Greg Miles, Duchesne County



COMMISSION STAFF REPORT

MEETING DATE: March 7, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the Revision #1 to Amendment #2 between Jviation, Inc and San Juan County

RECOMMENDATION: Approve the modifications to the agreement.

SUMMARY

In 2016 the County began the Runway 1-19 Rehabilitation and Lighting Replacement Design and Construction Management project by entering into a contract with Jviation who performed the services for this specific project. As time has continued and the project has begun, there is a need to make modifications to the outlay of costs and where the costs are to be applied for FAA, the State and San Juan County payment for these engineering services.

The modifications to the contract are structural only. We have found that an increase is needed for the on-site expenses item since the costs were less and increase the on-site labor since the costs were more than anticipated. We also will decrease the QA testing, survey and survey expenses since they were less than estimated to then increase the on-site labor costs. The contract adjusts these costs appropriately but does not increase the overall costs.

HISTORY/PAST ACTION

Contract was originally entered into per fee back in 2016.

FISCAL IMPACT

There is no fiscal impact but allows them to bill appropriately.

**REVISION NO. ONE (1) TO
AMENDMENT NO. TWO (2) TO CONTRACT
DATED MARCH 1, 2016
BETWEEN
AVIATION, INC.
AND
SAN JUAN COUNTY
MONTICELLO, UT**

The Sponsor and the Engineer agree to revise their contract for improvements to the Cal Black Airport, Halls Crossing, Utah.

During the construction coordination phase of the project the time the construction managers were required to be on-site was more than anticipated in the original scope and fee. This revision will include an increase in the on-site Construction Coordination and a decrease in the Construction Coordination Expenses, the QA Testing, and the Survey and Survey Expenses items as shown in Amendment No. Two (2) to the Contract.

The total cost of the contract remains the same. The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design Lump sum of \$45,618.00
Design Lump sum of \$136,645.00

BIDDING

Bidding..... Lump sum of \$21,422.00

TOTAL BASIC SERVICES Lump sum of \$203,685.00

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

DESIGN SURVEY

Design Survey Labor..... Not-to-Exceed of \$28,958.75
Design Survey Expenses..... Not-to-Exceed of \$8,352.16

TOTAL DESIGN SURVEY.....Not-to-Exceed of \$37,310.91

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)

Geotechnical Investigations Lump sum of \$10,130.00

ACCEPTANCE TESTING (FOR CONSTRUCTION)

Acceptance Testing.....Not-To-Exceed of \$74,609.00

TOTAL SUBCONSULTANT SERVICES.....\$84,739.00

CONSTRUCTION ADMINISTRATION

Construction Administration Lump Sum of \$64,730.00

Post Construction Lump Sum of \$57,549.00

TOTAL CONSTRUCTION ADMINISTRATION Lump sum of \$122,279.00

CONSTRUCTION COORDINATION AND FIXED FEE

Construction Coordination..... Cost Plus of \$100,266.71

Fixed Fee for Construction Coordination Lump Sum of \$16,773.61

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination .Actuals Not to Exceed of \$17,708.43

TOTAL CONSTRUCTION COORDINATION AND FIXED FEE.....\$134,748.75

TOTAL SPECIAL SERVICES..... \$379,077.66

TOTAL..... \$582,762.66

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2023.

SPONSOR:
San Juan County

ATTEST:

By: _____

Name: _____

Title: _____

ENGINEER:
Jviation, Inc.

By: _____

Name: _____ Jason Virzi, PE

Title: _____ Vice President



GRANT AGREEMENT

SAN JUAN COUNTY HOMELESSNESS INFECTIOUS DISEASE REDUCTION FUND GRANT

This Grant Agreement is entered into by and between the **Utah Department of Workforce Services**, 140 East 300 South, Salt Lake City, UT 84111, hereinafter referred to as the **Department** or **DWS**, and the following hereinafter referred to as Grantee:

Organization: San Juan County

Address: 117 S Main, PO Box 9

City, State Zip: Monticello, UT 84535

Vendor Number: *06866HL* Commodity Code: *99999* UEI Number: *WCVABP2FEVA2*

Contractor Type: *Government* Subrecipient/Contractor: *Subrecipient*

Grantee Program Name: *San Juan County Homelessness Infectious Disease Reduction Fund Grant*

Funding Source: *93.323 - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)*

PURPOSE

This grant is intended to provide funds to homeless providers to detect and mitigate the spread of SARS-CoV-2 (COVID-19) and other infectious diseases in homeless service sites, other congregate living facilities, and encampments.

SOLICITATION

This Agreement has been awarded as a result of the solicitation process, Solicitation #23-DWS-S016.

PERIOD OF PERFORMANCE

This Agreement shall be effective **October 1, 2022**, through **June 30, 2024**. This Agreement shall remain in effect unless terminated sooner in accordance with the terms and conditions herein.

CONTRACT COSTS

The **Grantee** shall be paid up to a maximum of **\$20,186.00** for costs authorized under this Agreement, based on funding availability and Grantee performance. All expenditures and activities must be in accordance with all attachments herein and must occur within the grant period. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

STATE FISCAL YEAR BILLING DEADLINE

DWS must receive billing for services for the month of June no later than July 15th, due to the DWS fiscal year-end. Billings submitted after this date may be denied.

ATTACHMENTS

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

ATTACHMENT B – DWS INTERAGENCY SUPPLEMENTAL TERMS AND CONDITIONS

ATTACHMENT C – SCOPE OF WORK

ATTACHMENT D – GRANT BUDGET NARRATIVE AND ITEMIZATION FORM

- ATTACHMENT E – FEDERAL SUBAWARD FUNDING AND REPORTING REQUIREMENTS
- ATTACHMENT F – CODE OF CONDUCT
- ATTACHMENT G – NON-DISCLOSURE AGREEMENT
- ATTACHMENT H – BACKGROUND CHECK POLICY

RATIFICATION

It is understood and agreed that the effective date of this Agreement is the date of commencement of services as provided in the Period of Performance paragraph above, and that any and all appropriate costs within budget incurred by the Grantee between said effective date and the date on which this Agreement is fully executed are hereby approved and ratified for payment.

CONTACTS

DWS

Shaylee Tulane
Program Specialist
140 East 300 South
Salt Lake City, UT 84111
385-421-8659
stulane@utah.gov

Grantee

Mack McDonald
Chief Administrative Officer
117 S Main, PO Box 9
Monticello, UT 84535
435-587-3225
mmcdonald@sanjuancounty.org

SIGNATURE AND ACKNOWLEDGEMENT

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

ATTEST: SAN JUAN COUNTY

Signature Date

Print Name and Title

ATTEST: UTAH DEPARTMENT OF WORKFORCE SERVICES

Casey Cameron, Executive Director Date

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claim lawsuit brought against it. There are no indemnity obligations between these parties.

Item 14.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

- 20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
- 21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

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

- 22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
- 23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
- 24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
- 25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
- 26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
- 27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
- 28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
- 29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
- 30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

- 31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract determining such delay will prevent successful performance of this Contract.
- 32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

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

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
- 33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
- 34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
- 35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
- 36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
- 37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
- 38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
- 39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
- 40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
- 41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
- 42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
- 43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
- 44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

ATTACHMENT B
DEPARTMENT OF WORKFORCE SERVICES
INTERAGENCY SUPPLEMENTAL TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:**
 - a. CONTRACTOR certifies, through the execution of the Contract, that none of its owners, directors, officers, or employees are employees of DWS. CONTRACTOR will not hire or subcontract with any person having such conflicting interest(s).
 - b. CONTRACTOR will notify DWS immediately upon learning of such a conflict and shall take immediate action to cure the conflict in accordance with DWS' direction.
 - c. CONTRACTOR certifies, through the execution of the Contract that none of its owners, directors, officers, or employees working under this Contract, are relatives of an employee of DWS. A relative is defined as: spouse, child, step-child, parent, sibling, aunt, uncle, niece, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
 - d. CONTRACTOR shall not use Contract funds to make any payments to an organization which has in common with CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

2. **CITING WORKFORCE SERVICES IN PROGRAM PROMOTION:** CONTRACTOR agrees to give credit to Workforce Services for funding in all written and verbal promotion, marketing or discussion of this program, including but not limited to brochures, flyers, informational materials, paid advertisements, and social media. All formal promotion, marketing (paid or otherwise), or public information programs will be coordinated with the assigned Public Information Officer for Workforce Services. It is within DWS's sole discretion whether to approve the advertising and publicity.

3. **IMPOSITION OF FEES:** CONTRACTOR will not impose any fees upon clients provided services under this Contract except as authorized by DWS. The State of Utah and DWS will not allow CONTRACTOR to charge end users electronic payment fees of any kind.

4. **HUMAN-SUBJECTS RESEARCH:** CONTRACTOR shall not conduct non-exempt human-subjects research, as defined by 45 CFR part 46, involving employees of DWS or individuals receiving services (whether direct or contracted) from DWS. Program reporting and evaluation are not considered human-subjects research.

5. **CONTRACTOR ASSIGNMENT AND SUBCONTRACTORS**
 - a. Assignment: Notwithstanding DWS's right to assign the rights or duties hereunder, this Contract may not be assigned by CONTRACTOR without the written consent of DWS. Any assignment by CONTRACTOR without DWS's written consent shall be wholly void.
 - b. If CONTRACTOR enters into subcontracts the following provisions apply:
 - i. Duties of Subcontractor: Regardless of whether a particular provision in this Contract mentions subcontractor, a subcontractor must comply with all provisions of this Contract including, insurance requirements and the fiscal and program requirements. CONTRACTOR retains full responsibility for the Contract compliance whether the services are provided directly or by a subcontractor.
 - ii. Provisions Required in Subcontracts: If CONTRACTOR enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, CONTRACTOR must include provisions in its subcontracts regarding the federal and state laws identified in this Contract, if applicable ("Contractor's Compliance with Applicable Laws; Cost Accounting Principles and Financial Reports"), as well as other laws and grant provisions identified in 45 C.F.R. §92.36(i).

6. **MONITORING:**

- a. DWS shall have the right to monitor CONTRACTOR'S performance under this Agreement. Monitoring of CONTRACTOR'S performance shall be at the complete discretion of DWS which will include but is not limited to CONTRACTOR'S fiscal operations, and the terms, conditions, attachments, scope of work, and performance requirements of this Agreement. Monitoring may include, but is not limited to, both announced and unannounced site visits, desk audit, third party monitoring, expenditure document review or video/phone conferencing. Any onsite monitoring will take place during normal business hours.
- b. If it is discovered that CONTRACTOR is in default (not in compliance with the Agreement), CONTRACTOR may be subject to sanctions which may include warnings, audits, temporary suspension of payments, termination, demand for the return of funds and or suspension/debarment from participation in future DWS grants and contracts. Default may also result in the cancellation of other agreements between CONTRACTOR and DWS.
- c. CONTRACTOR understands that DWS may conduct customer-satisfaction surveys. CONTRACTOR agrees to cooperate with all DWS-initiated customer feedback.
- d. EVALUATIONS: DWS may conduct reviews, including but not limited to:
 - i. PERFORMANCE EVALUATION: A performance evaluation of Grantee's and Subcontractors' work.
 - ii. REVIEW: DWS may perform plan checks, plan reviews, other reviews, and comment upon the Services of Grantee. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.

7. **CODE OF CONDUCT** (attached if applicable): CONTRACTOR agrees to follow and enforce DWS's Code of Conduct, Utah Administrative Code, R982-601-101 et seq.

8. **COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS:**

- a. At all times during this Contract, CONTRACTOR, and all services performed under this Contract, will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations.
- b. CONTRACTOR is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If CONTRACTOR is receiving federal funds under this Contract the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders.
CONTRACTOR shall comply with these laws and regulations to the extent they apply to the subject matter of this Contract.
- c. By accepting this Contract, the CONTRACTOR assures that is has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and shall remain in compliance with such laws for the duration of the Contract:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries, applicants, and participants on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- d. CONTRACTOR also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
- i. If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained CONTRACTOR will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The CONTRACTOR shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
9. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
10. **ACCOUNTS AND PAYMENTS AT TERMINATION:** Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to CONTRACTOR for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Contract relieve the CONTRACTOR of any liability to DWS for any damages or claims arising under this Contract.
11. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).
12. **WARRANTY:** Grantee warrants, represents, and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any

payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

13. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
14. **BILLINGS AND PAYMENTS:** Payments to CONTRACTOR will be made upon receipt of itemized billing for authorized service(s) supported by appropriate documentation. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billing for services for the month of June must be received no later than July 15th due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for goods or services furnished by CONTRACTOR which are not specifically authorized by this contract. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
15. **PAYMENT RATES (Does not apply to contracts with DWS set rates or fee-for-performance rates):** Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term unless rate change is specifically stated in the contractual terms.
16. **PAYMENT WITHHOLDING:** CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of DWS, CONTRACTOR'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
17. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** CONTRACTOR agrees that if during or subsequent to the CONTRACTOR'S CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Contract and adjust the payments. To be eligible for reimbursement, CONTRACTOR expenditures must be adequately documented. Upon written request, CONTRACTOR will immediately refund to DWS any overpayments, as determined by audit or DWS. CONTRACTOR further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other contracts with CONTRACTOR until recoupment of overpayment is made.
18. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS'S right to terminate this Contract.
19. **FINANCIAL/COST ACCOUNTING SYSTEM:** CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in

the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.

20. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:**

- a. Federal cost principles determine allowable costs in DWS Contracts. CONTRACTOR may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
- b. Compliance with Federal Cost Principles: For CONTRACTOR'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular CONTRACTOR depend upon CONTRACTOR'S legal status.

Table 1: Cost Principles

Subrecipient	Federal Cost Principles
State/Local/Indian Tribal Governments	2 CFR 200 Subpart E
College or University	
Non-Profit Organization	
For-Profit Entity	48 CFR Part 31.2

- c. Compensation for Personal Services - Additional Cost Principles:
In addition to the cost principles in the federal circulars concerning compensation for personal services, the following cost principles also apply:
 - iii. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - iv. Employees who are compensated from one or more contracts or from programmatic functions must maintain time reports, which reflect the distribution of their activities.
 - v. If total work time exceeds 40 hours and CONTRACTOR wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) A perpetual time record must be maintained and 2) Prior written approval must be obtained from DWS'S Finance- Contracting Division.
 - vi. Compensation for Personal Expenses: DWS will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
- d. Third-Party Reimbursement and Program Income: CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than

"necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.

21. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. CONTRACTOR with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.
22. **CHANGES IN BUDGET (cost reimbursement contracts only):** The budget attached hereto shall be the basis for payment. CONTRACTOR may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. CONTRACTOR may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
23. **WORKFORCE SERVICES JOB LISTING:** CONTRACTOR must post employment opportunities with DWS for the duration of the Contract.
24. **GRIEVANCE PROCEDURE:** CONTRACTOR agrees to establish a system whereby recipients of services provided under this Contract may present grievances about the operation of the program as it pertains to and affects said recipient. CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. CONTRACTOR will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, CONTRACTOR will notify DWS contract owner of the grievance and its disposition of the matter.
25. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** CONTRACTOR shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.
26. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this contract, for any purpose not directly connected with the administration of DWS'S or CONTRACTOR'S responsibilities with respect to this contract is prohibited except as required or allowed by law. CONTRACTOR shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. CONTRACTOR shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by CONTRACTOR or anyone for whom the CONTRACTOR is liable. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

Attachment C SCOPE OF WORK

I. Purpose/Background

In October 2021, the Utah State Department of Health and Human Services (DHHS) received COVID-19 funding from the Federal Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) Program. A portion of this funding has been passed to the Department of Workforce Services, Office of Homeless Services (DWS-OHS) for the purpose of providing funds to homeless providers for the following:

- A. To detect and mitigate the spread of COVID-19 and other infectious diseases in homeless service sites, and other congregate living facilities and encampments.
 - i) **Homeless service sites** include emergency night shelters, day shelters, meal service sites, transitional housing, permanent supportive housing sites, and other sites that provide services to people experiencing homelessness.
 - ii) **Encampments** are defined as outdoor locations not intended for human habitation where at least one person is residing and may also include locations where people experiencing unsheltered homelessness gather during the day.
 - iii) **Congregate Living Facilities** include group homes and or community-based residential facilities that house people with disabilities or other needs.

- B. The GRANTEE will provide and purchase disinfectant and sanitization supplies to enhance the detection and mitigation of COVID-19 and other infectious diseases for service providers within the San Juan Local Health Department.

II. Grantee Responsibilities

- A. **COMPLIANCE:** GRANTEE must perform all proposed tasks as approved by the Utah Homelessness Council (UHC), DHHS, and DWS-OHS. Any deviations from the original project intent or funding approval must be approved in writing by DWS-OHS and DHHS. DWS-OHS reserves the right to deny any change requests. If applicable, DWS-OHS and DHHS must approve any Subgrantees through the application process. GRANTEE is responsible for Subgrantees' compliance with the Terms and Conditions of this contract and will provide DWS-OHS with a copy of any agreements with Subgrantees.

- B. **ONGOING TRAINING:** GRANTEE shall follow the following training guidance:
 - i) If providing Emergency Services (ES), Utah Homeless Management Information System (UHMIS) users must complete all training required by the UHMIS Policies and Procedures and other training deemed necessary by DWS-OHS staff.
 - ii) Full and part-time case managers and other staff who are in a case management role, regardless of the title must have or be working towards Case Manager Certification administered by the DHHS unless determined exempt by DHHS. Guidelines for certification and standards are located at <https://dsamh.utah.gov/case-management>.

- C. **PROJECT PARTICIPATION:** GRANTEE must participate in the following:
- i) Activities aligning with and supporting the UHC Statewide Strategic Plan.
 - ii) Continuum of Care (CoC) and Local Homeless Council (LHC) activities, policies, and procedures.
 - iii) Annual Point-in-Time (PIT) Homeless Count.
 - iv) Housing Inventory Count (HIC), as applicable.
 - v) Infectious Disease coordination meetings (ICM). The COVID-19 mitigation coordinator will be meeting with each region, including providers and local and state health departments.
 - vi) All data initiatives as requested by DWS-OHS, including all federally mandated reports, which may include but is not limited to data sharing agreements between service providers and public health agencies to allow for coordination of care.
- D. **TECHNICAL ASSISTANCE:** GRANTEE must participate in reasonable technical assistance activities provided by DWS-OHS staff or its designees. Failure to respond to email and other correspondence from DWS-OHS and its designees within 10 business days, without reasonable cause, will be referred for grant review. A grant review may result in probation or termination of the grant.
- E. **ELIGIBILITY:** GRANTEE must serve homeless persons who are within either homeless service sites, encampments, and or congregate living facilities. GRANTEE'S providing wrap-around services, including hotel/motel vouchers, must determine and verify a client is positive for an infectious disease within 30 days of receiving services.

III. Project Type and Services

A. Infectious Disease Mitigation (IDM)

- i) Services that help to reduce the risk of infections from infectious diseases within homeless service sites, encampments, and other congregate settings. Services related to infection control practices for homeless services sites, cleaning and sanitization supplies, personal protective equipment (PPE), COVID-19 vaccinations within encampments, and other infection disease prevention measures in encampments. IDM projects include street outreach to encampments for the purposes of infectious disease prevention measures, sanitation, and hygiene services.

IV. Outcomes/Deliverables

- A. The GRANTEE will purchase and distribute hygiene supplies to St. Christopher's Mission, Gentle Iron Hawk, and SeekHaven within the grant period to target those who are in the San Juan Local health district and are homeless or at a homeless service site, encampment, or congregate living facility.
- i) The Grantee will create and maintain an agreement between the GRANTEE and St. Christopher's Mission, Gentle Iron Hawk, and SeekHaven. Grantee will coordinate supplies needs and supplies delivery to occur monthly. Grantee will track all supplies provided to the agencies listed above.

ii) All supplies purchased will be purchased with the intent to enhance the detection and mitigation of COVID-19 and other infectious diseases.

B. The GRANTEE will prepare and distribute COVID-19 and other infectious disease education materials monthly to homeless service providers within the grant period to enhance detection and mitigation efforts.

V. Reporting

A. Participation in statewide data collection efforts by DWS-OHS is required.

B. For all project types, monthly performance reports should be submitted by the 10th day of each month via Google forms. Performance data will be evaluated on the following schedule.

i) Due the 10th day of each month (unless the 10th is on a weekend or a holiday then it is due the Friday prior) for the 1st-30th/31st of the previous month.

C. The following data will be reported on with the goal of meeting the FY23/FY24

Performance Expectations:

i) **Infectious Disease Mitigation (IDM)**

Measures	FY23/FY24 Performance Expectation
Number of clients served	26
Number of households served	13
Number of Outbreaks	0
Number of vaccinations	26
Number of medical providers identified to respond to emergency needs	10
Number of staff trained on proper hand hygiene practices	100%
Number of staff trained on sterilization or disinfection practices	100%
Number of supplies and equipment for sterilization or disinfection within homeless service sites and encampments	26
Number of PPE supplies used and distributed to prevent infectious diseases within homeless service sites and encampments	170

D. Any medical infectious disease lab testing completed must be reported through EpiTrax within 24 hours of test results being received. If a service provider has been contracted to provide end-to-end services such as reporting, the GRANTEE must ensure those results are being reported on a regular basis.

VI. Budget**A. Invoicing for Reimbursement:**

- i) Adhere to the approved budget set forth in Attachment D – Budget.
- ii) Claims for reimbursement of expenditures will be submitted online at least quarterly through WebGrants 3. The URL for WebGrants 3 is: <http://webgrants.utah.gov>
- iii) Claims must be submitted on a cost reimbursement basis with attached supporting documentation.
- iv) Changes to the budget must be approved by DWS-OHS prior to the expenditure date, unless authorized by DWS-OHS.

VII. Funding Source(s)**A. All items contained within this agreement must comply with the requirements of the funding source listed in the agreement, which includes:**

- i) 45 CFR 75
- ii) Other state funding sources as allocated through legislative initiatives or special Federal allocation to DWS-OHS.

Attachment D: Budget
DWS Office of Homeless Services (OHS)
Grant Budget Narrative and Itemization Form
 10/1/2022-06/30/2024

Organization:	San Juan County
HMIS Project Name(s):	NA
WebGrants Project Letter:	A
Contract Award Amount:	\$20,186.00

*All planned expenses must be itemized, detailed and described for each line item.
 Cells may be expanded as necessary in order to provide all required information. Funding cannot supplant or replace existing funding. Please refer to the "Category Definitions for Allowable Expenditures" document for additional information.*

Category I - Indirect Expenses:

- a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.
- b) De Minimis - If the organization does not have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: ****All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.**

Category I *Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		\$ -
<i>*Cannot exceed the entities federally approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III **expenses. ***Indirect costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.</i>		

Category II - Direct Administrative Expenses:

If the organization **DOES NOT** have a NICRA and chooses not to use the de minimis rate, the organization **must** use Category II if charging Direct Administrative Expenses.

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Professional Fees & Contract Services		\$ -
Supplies		\$ -
Travel & Transportation		\$ -

****Direct Administrative costs may be modified after funding sources have been determined so not to exceed federal regulations of the federal funds awarded.*

Total Category I/Category II Administrative Expenses \$ -

Category III Project Expenses	Itemized Details of OHS Grant Funds Requested	Grant Funds Requested
**Salaries	12.5% of salary of 1 staff member purchasing, tracking, and distributing the supplies.	\$ 4,046.72
**Fringe Benefits		\$ -
Communications		\$ -
Client Services		\$ -
Hotel/Motel Payments		\$ -
**Professional Fees & Contract Services		\$ -
**Program Supplies, Space Utilities, Internet, Etc.	Hygiene and cleaning supplies for Gentle Ironhawk, SeekHaven, and St. Christopher's mission. Supplies include bedding, towels, gloves, masks, cleaning chemicals, cleaning supplies, and individual hygiene kits. Hygiene kits will include a comb/brush, soap, toothbrush, toothpaste, and hand sanitizer. Supplies for educational materials for vaccinations primarily for COVID-19 and secondarily for other infectious diseases.	\$ 16,139.28
Program Equipment		\$ -
**Program Transportation		\$ -
**Subawards		\$ -
Total Category III Project Expenses		\$ 20,186.00

Total Expenses Category I/II and Category III \$ 20,186.00



**Attachment E : FEDERAL SUBAWARD FUNDING AND
REPORTING REQUIREMENTS**

SUBRECIPIENTS awarded \$30,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).

NOTE: For State Government Entities and Component Units of the state, only the Federal Award Information and Subaward Information sections are required to be completed.

FEDERAL AWARD INFORMATION (Completed by DWS Fiscal Grant Manager)

CFDA# and Name: 93.323 - Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

Federal Award Identification Number (FAIN): NU50CK000536

Federal Awarding Agency: Centers for Disease Control and Prevention

Federal Award Issue Date: 10/21/2021 Is Federal Award for R&D? YES NO

SUBAWARD INFORMATION (Completed by DWS Contract Owner/Contract Analyst/Fiscal Grant Manager)

Agreement number: 23-DWS-0391

Project name and description:

FY23-SJC-HIDRAF: This award is for the project located in San Juan County with all requirements for Infectious Disease Mitigation project types as outlined in the application for funding.

Start date of award: 10/01/2022 End date of award: 06/30/2024

Amount of federal funds obligated by this action: 20,186.00

Total amount of federal funds obligated: 20,186.00

Total amount of the federal award committed: 20,186.00

Subrecipient has a: Federal NICRA: Yes No **-OR-** de Minimis: Yes No

Indirect Cost Rate: N/A

Indirect Cost Rate Base:

N/A

SUBRECIPIENT INFORMATION

UEI number: WCVABP2FEVA2

Name of Subrecipient: San Juan County

Business Address: P.O. Box 9

City: Monticello State: UT Zip+4: 84535

Subrecipient principal place of performance (if different from above)

Address: _____

City: _____ State: _____ Zip+4: _____

Equal Opportunity Employer/Program

Auxiliary aids (accommodations) and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.

ATTACHMENT F CODE OF CONDUCT

****Each Contractor/Grantee employee or volunteer and each Sub-Contractor/Grantee employee or volunteer who has interaction with clients must sign this Code of Conduct (Code) at the beginning of the grant or upon hire. A signed copy of this Code must be in employee's/volunteer's file subject to inspection and review by Department.****

The purpose of this Code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients.

Persons protected by this Code include any person under the age of 18 years and any person 18 years of age or older who is impaired because of: mental illness; mental deficiency; physical illness or disability; use of drugs; intoxication; or other cause, to the extent that they are unable to care for his own personal safety, health or medical care, and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

All references to "Contractor" herein shall include the Contractor, its employees, officers, agents, representative or those authorized by the Contractor to perform services under this Agreement.

The Contractor agrees that it shall adhere to this Code when providing services and shall require all others authorized through or engaged by the Contractor to perform services to follow the same Code.

Contractor understands and acknowledges that failure to comply with this Code may result in corrective action, probation, suspension, or termination of contract, license or certification.

Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior.

Contractor and its authorized agents shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat or cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

Contractor shall not, by acting; failing to act; encouragement to engage in; or failure to deter from; cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. Contractor shall not engage any client as an observer or participant in sexual acts. Contractor shall not make clearly improper use of a client or their resources for profit or advantage.

Abuse includes, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a person.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.

4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, bone fracture, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a person's health or welfare.
5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation includes, but is not limited to:

1. Engaging in sexual intercourse with any client.
2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
3. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
5. Committing or attempting to commit acts of sodomy or molestation with a client.
6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the client's treatment plan and is in accordance with written agency policy.

Neglect includes but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision, including impairment of employee resulting in inadequate supervision. Impairment of an employee includes but is not limited to use of alcohol and drugs, illness, or sleeping.
5. Failure to arrange for medical care or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation includes, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
2. Using property belonging to clients.
3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.

4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel. Engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor shall document and report to DWS abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services.

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT G

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

Signature

Date

Print Name

ATTACHMENT H

CRIMINAL BACKGROUND CHECK REQUIREMENT
FOR
GRANTEES & CONTRACTORS PROVIDING SERVICES TO
DWS CUSTOMERS, MINORS, OR VULNERABLE ADULTS

- A. This policy does not apply to Contractors, Sub-Contractors, Grantees or Sub-Grantees (collectively referred to herein as "Contractor") who are required by law or by another governmental entity to obtain background checks (e.g. Child Care Licensing, State Universities) for employees or volunteers. In such cases, Contractor shall provide DWS with the following:
1. The background check policy, which must include:
 - a) type of required background check,
 - b) who is required to be checked,
 - c) frequency, and
 - d) criteria used to determine pass or fail background check.
 2. Proof of compliance with such law(s), regulation(s) or requirements.
 3. Immediate notification if an employee's or volunteer's record shows criminal history.
- B. Contractor must obtain an **annual** background check for one or both of the following:
1. Any employee or volunteer who has access to DWS customer confidential information must obtain a **Utah Bureau of Criminal Identification (BCI)** check.
 2. Any employee or volunteer who provides direct services to or, as a part of his or her duties for Contractor, has direct access to a minor or vulnerable adult must obtain a **fingerprint-based national criminal history record check from the FBI**.
 - a) For a Contractor using Next Generation FBI fingerprint check or rap-back, a background check is only required once for an employee or volunteer, for as long as Contractor is receiving notification.
- C. Contractor must obtain background checks according to Contractor's qualifications per Utah statute.
1. Contractor must be or become certified as a Qualified Entity by the Utah Bureau of Criminal Identification if the Contractor meets the requirements to request Utah criminal history information under Title 53, Public Safety Code, Chapter 10, Criminal Investigations and Technical Services Act, and the National Child Protection Act (Public Law 105-251, 42 USC 5119a) (working with children or vulnerable adults or fiduciary funds, national security, or under other statutory authority).
 2. If Contractor does not meet the statutory requirements referenced in section C. 1., then Contractor shall require an employee or volunteer covered by Paragraph B. to contact the BCI and follow the BCI procedures to obtain his or her own Utah and national fingerprint-based national criminal history record checks.
 - a) BCI information can be found at <https://bci.utah.gov/criminal-records/criminal-records-forms/>.
 - b) FBI information can be found at www.fbi.gov under the services section.

- D. Contractor must immediately notify DWS if an employee's or volunteer's record shows criminal history.
- E. DWS may restrict or prohibit an individual from accessing confidential information, providing direct customer service, or having direct access to a minor or vulnerable adult until a valid criminal background check is completed, or in the event the background check indicates:
1. Convictions or a plea in abeyance involving such offenses as theft, illegal drug use or trafficking, fraud, sexual offenses, lewdness, domestic violence, assault, battery, identity theft, any felony, any class A misdemeanor, or any other conduct or action that may, in the judgment of DWS, create a risk of harm to a DWS customer, minor, or vulnerable adult or suggests the individual is at risk for compromising confidential information.
- F. It is Contractor's responsibility to prevent an individual from accessing confidential information, providing direct services, or having direct access to minors or vulnerable adults by an employee or volunteer that DWS has determined should not have access under Paragraph E, or to an individual whose criminal history record shows a conviction for any of the following offenses, unless expressly authorized by DWS:
1. Any matters involving a sexual offense.
 2. Any matters involving a felony or class "A" misdemeanor drug offense.
 3. Any matters involving a "crime against the person" under Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.
 4. Any matters involving a financial crime, including but not limited to identity theft, fraud, larceny, theft, and embezzlement.
- G. For each individual subject to this policy, Contractor shall keep the annual and verifiable background check on file. Verification that a background check has been performed must be made available to DWS upon request.
- H. Contractor shall be responsible for all fees associated with the background check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS herein.
- I. DWS may terminate this Agreement in the event Contractor fails to complete and maintain a record of background checks for employees or volunteers in a manner consistent with this policy.
- J. A guest is not required to complete a background check. Contractor shall not provide guests access to confidential information.
- K. Definitions
1. "Confidential information" includes but is not limited to: personal identifying information, medical records, clinical records, counseling records, financial records, and case information.
 2. "Direct service" means providing services to minor or vulnerable adult when the services are rendered in the physical presence of the minor or vulnerable adult. Services include, but are not limited to: providing individual services such as counseling, mentoring, job coaching, training, job search activities, testing or providing mental health and medical services to DWS customers. See Title 62A, Utah Human Services Code, Chapter 5, Services for People with Disabilities.
 3. "Direct access" means an employee or volunteer has, or likely will have, contact with or access to a minor or vulnerable adult that provides the individual with an opportunity for personal communication or touch. See Title 62A, Utah Human Services Code, Chapter 2, Licensure of Programs and Facilities.
 4. "DWS Customer" is a person served with funding provided by DWS.

5. "Guest" is a person who is in the program temporarily and will not be allowed unsupervised, direct access to a vulnerable adult or minor.
6. "Minor" means any person under the age of 18.
7. "Vulnerable adult" means an elder adult, or an adult 18 years of age or older who has a mental or physical impairment including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects that person's ability to:
 - a) provide personal protection;
 - b) provide necessities such as food, shelter, clothing, or medical or other health care;
 - c) obtain services necessary for health, safety, or welfare;
 - d) carry out the activities of daily living;
 - e) manage the adult's own resources; or
 - f) comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Person.