



BOARD OF COMMISSIONERS MEETING

**Electronic Meeting
June 01, 2021 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

AGENDA APPROVAL

PUBLIC COMMENT

Public comments will be accepted through the

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. May 18, 2021 Commission Meeting Minutes Approval
2. Ratification of a Small Purchase Order to Trane for \$3,500 for Public Safety HVAC Components
3. Ratification of the 2021, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Terms and Conditions Agreement
4. Ratification of the Forest Service Agreement to Chip Seal the Devil's Canyon Campground and Devil's Canyon Road for \$62,825.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

BUSINESS/ACTION

5. Consideration and Approval of the San Juan County Updated Library System Strategic Plan 2021-2023, Nicole Perkins, Library Director
6. 2nd Memorandum of Understanding for San Juan Co-Working Space with Southeastern Utah Association of Local Governments for the American Express Grant Funds, Mikaela Ramsay, Library Deputy Director
7. Consideration and Approval of the Beehive Library Consortium ARPA Federal Grant, Nicole Perkins, Library Director
8. Consideration and Approval of the Memorandum of Understanding for San Juan County and Utah Education Telehealth Network for Internet Services Renewal, Nicole Perkins, Library Director
9. Consideration and Approval of a Lease for County Property Located at 344 West 800 North, in Blanding for the Utah State University Blanding's Health Profession Program, Mack McDonald, Chief Administrative Officer
10. Consideration and Approval of the 2021 Property Tax Sale, John David Nielson, Clerk/Auditor
11. A RESOLUTION SUPPORTING THE EFFORTS OF THE UTAH NAVAJO HEALTH SYSTEM (UNHS) ENCOURAGING THE NAVAJO NATION LAND DEPARTMENT TO ENTER INTO A LEASE WITH UNHS FOR A COMMUNICATION TOWER TO BE LOCATED ON NAVAJO MOUNTAIN FOR FULL COVERAGE DIGITAL ACCESS FOR EMERGENCY, HEALTH CARE AND EDUCATIONAL RESPONSE

COMMISSION REPORTS

ADJOURNMENT

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

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



BOARD OF COMMISSIONERS MEETING
In Person and Electronic Meeting
May 18, 2021 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 can be found at: <https://www.utah.gov/pmn/files/720193.MP3>

Video link can be found at: <https://www.facebook.com/SanJuanUtah/videos/3088840524668214>

CALL TO ORDER

ROLL CALL

PRESENT

Commission Chairman Willie Grayeyes
 Commission Vice-Chair Kenneth Maryboy
 Commissioner Bruce Adams

INVOCATION

AGENDA APPROVAL

Time Stamp 2:44 (audio) 0:10 (video)

Mack read the agenda into the record and briefly explained each item.

PUBLIC COMMENT

Time Stamp 8:12 (audio) 5:38 (video)

Monette Clark – Monette asked the commission to reconsider contract for Jerry McNeely and to get bids from other possible liaisons.

Marlene Huckabay – Marlene stated the importance of a county liaison having knowledge of technology in order to maintain contact with the individuals whom they work with.

John David Nielson – John David expressed a concern on the hiring of Bill Cooper as map expert to redraw district boundaries using 2020 census data. He explained that there could be a possible bias of hiring Bill Cooper who previously represented the Navajo Nation in their lawsuit against the county.

John David also supported the legal opinion of the county attorney to follow the county policy and procedures in hiring an individual to redraw district boundaries and to create a redistricting committee.

Public comments will be accepted through the following

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

Time Stamp 17:08 (audio) 14:34 (video)

Mack read through and briefly discussed the consent agenda.

A motion to approve the consent agenda was made by Commission Vice-Chair Maryboy and seconded by Commissioner Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

1. May 4, 2021 Commission Meeting Minutes Approval
2. Check Register 04/28/2021 to 05/04/2021
3. Consideration and Approval of the contract between the Utah Department of Health and San Juan County for 2019-2023 EPICC- San Juan Health Department Amendment 6, Mike Moulton, Interim Health Officer

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

4. Consideration and Approval of the Presentation and Update on the San Juan Counseling FY 22 Area Plan, Tammy Squires, Director of Substance Abuse and Mental Health

Time Stamp 20:25 (audio) 17:51 (video)

Tammy gave a presentation on the Area Plan for San Juan Counseling. She explained that the plan states annual objectives for San Juan Counseling as well as changes in operation from the previous year. Tammy also stated that the Area Plan is a public document and that more communication is being done to evaluate how more services can be provided throughout the county and said that San Juan Counseling is making efforts to improve community outreach and education. There was also a discussion regarding the State required match of county funds and other funds which assist San Juan Counseling in their program administration.

A motion to approve the updated Area Plan was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.
 Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

5. 2021 Illegal Dumping Notice

Time Stamp 41:36 (audio) 39:02 (video)

Randy stated to the commission that he has received several calls about illegal dumping that is occurring in the county. He said that his desire is to educate citizens on options of discarding their trash and presented a written notice, for approval, that could be posted around the county discussing illegal dumping, fines, and enforcement and of the fines.

A motion to approve the written notice was made by Commissioner Vice-Chair Maryboy, and was seconded by Commissioner Adams.
 Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

BUSINESS/ACTION

6. Consideration and Approval of Resolution Directing That Bill Cooper Be Hired to Assess The 2020 Census Data for San Juan County and, If Needed, Draw New Election District Maps for The County Commission and The School Board Based On That Data. – Commissioner Kenneth Maryboy

Time Stamp 1:01:08 (audio) 58:34 (video)

Mack presented the Resolution directing that Bill Cooper be hired to assess the 2020 census data for San Juan County and reviewed key points. Alex Goble from the county attorney's office stated that other counties have an ordinance with policies and procedures in place establishing a process to assess and act on census data that is received every 10 years. He encouraged the commission to do the same. Mack also explained the importance of following policies and procedures created including the purchasing and procurement policy. There was also a discussion about the timeline of when the work would be done and when payment would be required as well as establishing a redistricting committee for the county.

A motion to approve the proposed Resolution was made by Commission Vice-Chair Maryboy and seconded by Commission Chairman Grayeyes.
 Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy
 Voting Nay: Commissioner Adams

7. Consideration and Approval of the Monticello Library & Sorenson Legacy Foundation Grant, Presented by Mikaela Ramsay, Assistant Library Director & Monticello Branch Librarian

Time Stamp 1:34:12 (audio) 1:31:38 (video)

Mikaela presented, for approval, a grant from the Sorenson Legacy Foundation in the amount of \$20,000. She explained that the grant would be used help with the remodeling costs at the Monticello Library creating the co-working location for businesses or individuals traveling through the area needing a place to work.

A motion to approve the grant was made by Commissioner Adam and seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

8. Consideration and Approval of the contract between the Utah Department of Health (UDOH) and San Juan County for 2022 - 2025 - General Grant - Child Health Evaluation and Care (CHEC) - San Juan, Mike Moulton, Interim Health Officer

Time Stamp 1:37:50 (audio) 1:35:16 (video)

Mike presented a proposed contract between San Juan County and the Utah Department of Health in the amount of \$53,380 over a 4 year period. Mike explained that the county could request a reimbursement up to \$13,345 per year for services rendered and that health promotion and evaluation services would be provided to families enrolled in Medicaid.

A motion to approve the contract was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

9. Consideration and Approval of Amendment No. 3 to the Independent Contractor Agreement Between San Juan County, Utah and Jerry McNeely, Mack McDonald, Chief Administrative Officer

Time Stamp 1:41:07 (audio) 1:38:34 (video)

Mack presented, for approval, amendment no. 3, to the independent contract with Jerry McNeely. He spoke about what the current contract consists of and how Jerry fulfills the contract and assists county staff in their communication and operations in the Spanish Valley area.

A motion was made by Commissioner Adams to continue the contract through 2021 based on available funding. The motion failed for lack of a second. No other motion was made on the item.

PUBLIC HEARING

10. Consideration and Approval of the Public Safety Remodel and Expansion Application Scope of Work and Funding Request to the Permanent Community Impact Fund Board (CIB) Grant and Loan Program for \$17,984,704, Mack McDonald, Chief Administrative Officer

Time Stamp 1:51:32 (audio) 1:48:58 (video)

A motion to go into Public Hearing was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

Mack explained that the county had approached CIB in 2009 for help with a possible public safety building expansion which did not receive much support at the time. Since that time additional programs have been added to the Public Safety building renewing the interest in a remodel, increasing the bed capacity from 76 to 110, and upgrading other systems within the building. Mack also explained why the public safety building is in need of an update and maintenance. He also said that a new feasibility study and construction estimates would bring the estimated cost to \$17,984,704. With these new estimates the county could again approach CIB for funding on the project. Mack stated that in order to receive consideration from CIB, the county would need to hold a Public Hearing on the scope of work.

Public Comments -

Sheriff Torgerson – Sheriff Torgerson expressed his support for the expansion project and stated that there would be increase of square footage to the courtroom area.

Alex Goble – Alex stated that Sheriff Torgerson and John Young should be commended for putting things in place to allow for the expansion to take happen with additional technologies.

A motion to leave Public Hearing was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

11. Consideration and Approval of the Application Scope of Work and Funding Request to the Permanent Community Impact Fund Board (CIB) for a \$38,700 Grant for the Spanish Valley Flood Management Study, Mack McDonald, Chief Administrative Officer

Time Stamp 2:23:08 (audio) 2:20:34 (video)

A motion to go into Public Hearing was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

Mack explained to the commission the need to for a Flood Management Study in Spanish Valley. Mack instructed the commission on why there is a need for a flood management system and stated that the county would like to request a grant in the amount of \$30,700 from CIB to partner with SITLA to complete the project. Mack also stated that the total cost would be \$77,400 and that SITLA would provide half of the funding.

Public Comments -

Marlene Huckabay - Marlene expressed support for the project.

Liz Thomas - Liz suggested that there have been comments in Northern San Juan County asking SITLA for cost sharing money in the project.

A motion to leave Public Hearing was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

A motion to approve submitting the application was made by Commission Vice-Chair Maryboy and seconded by Commissioner Adams.

Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Maryboy, Commissioner Adams

COMMISSION REPORTS

Time Stamp 2:33:25 (audio) 2:30:51 (video)

Commissioner Maryboy - Commissioner Marboy reported that he and Representative Lyman will be meeting with Governor Cox.

Commissioner Grayeyes - Commissioner Grayeyes had nothing to report

Commissioner Adams - Commissioner Adams had nothing to report.

ADJOURNMENT

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____



Proposal

(Valid for 30 days from Proposal date)

Item 2.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED
© 2021 Trane Technologies All rights reserved

Prepared For:
Mack McDonald

Date: May 11, 2021

Job Name:
San Juan County Coil

Proposal Number: V4-69219-2

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data - Cooling Coil (Qty: 1)

Item	Tag(s)	Qty	Description
A1	CC-1	1	Cooling coil

Product Data - Cooling Coils

Item: A1 Qty: 1 Tag(s): CC-1
4 Row Cooling Coil
Approximate Dimensions 33" H X 46" L
Aluminum fins

Does Not Include: Rigging, Installation, Piping, Valves, Coil Mounting/Supports, Anything Else Not Specifically Included Above.

Total Net Price (Excluding Sales Tax)\$ 3,500.00

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

Item 2.

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF**

DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE COURSE OF DEALING OR TRADE.

Item 2.

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from

the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein. Item 2.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

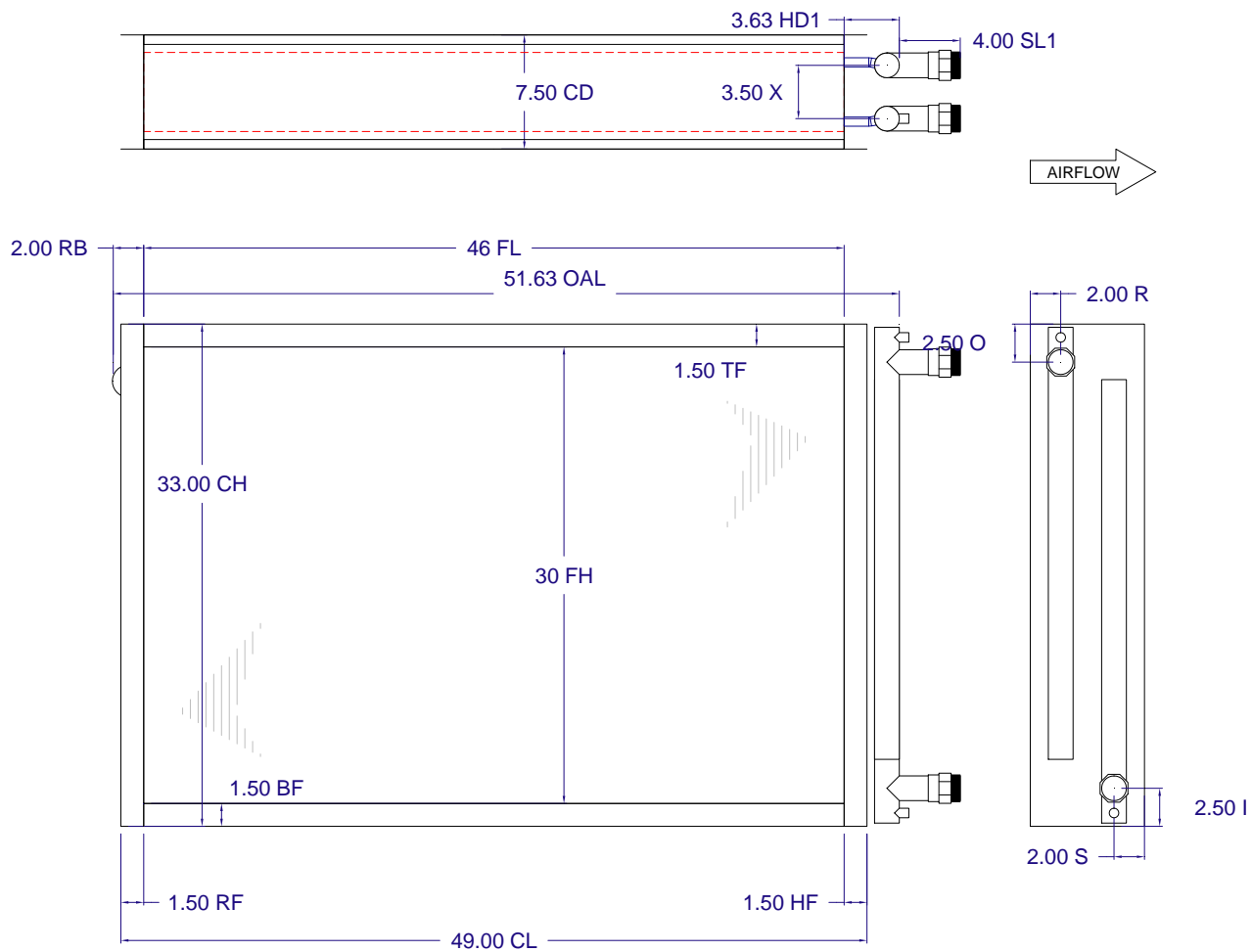
The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0720)
Supersedes 1-26.130-4 (0620)

Item 2.



TUBE MATERIAL	0.625 x 0.020 Copper Smooth
FIN MATERIAL	9 Fins Per Inch 0.006 Aluminum Flat
CASING MATERIAL	16 Ga. Galvanized Steel
COIL TUBE FACE	Tube Face = 20
CIRCUITING	10 Feed/ 8 Pass
HEADER MATERIAL	Type L Copper
SUPPLY CONN SIZE	1.625" OD Header 1.5" MPT-Copper
RETURN CONN SIZE	1.625" OD Header 1.5" MPT-Copper
FASTENER TYPE	Rivets
DRY WEIGHT	117.1 Lbs. Per Coil
INTERNAL VOLUME	5.51 Gal Per Coil
TUBE SUPPORTS RECOMMENDED FOR COILS OVER 50" LONG	
ALL COILS ARE TESTED WITH 550 P.S.I. DRY NITROGEN	
COIL HAND CONSISTENT WITH INDUSTRY STANDARD	
DRAWING CREATED 5/19/2021 9:30:21 AM	

Casing Style: Flanged Stacking Flanges: True

Coil ID = 285574

ROWS	X	FH	FL	CH	CL	CD	HD	OAL	SL	I	S	O	R	TF	BF	HF	RF	RB
4.00	3.50	30.00	46.00	33.00	49.00	7.50	3.625	51.63	4.00	2.50	2.00	2.50	2.00	1.50	1.50	1.50	1.50	2.00



ALL DIMENSIONS ARE IN INCHES
STANDARD TOLERANCES APPLY
THIS DRAWING IS THE PROPERTY OF
COILMASTER AND MAY NOT BE
REPRODUCED OR DELIVERED TO OTHERS
WITHOUT THE EXPRESS WRITTEN
CONSENT OF COILMASTER

NOTES:

Tag: New Water Coil 1

WO #	Item: 001	Rev: A
Qty: 1	D. Allen	
CWD04H09-30.00x46.00R		

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



Purchase From
 Trane State Contracted
 Contract PD3140
 Phone:
 Attention To :

Deliver To
 Dave Palmer
 297 South Main
 Monticello, Utah 84535
 (435) 485-0466
 Attention To :

Purchase Order
 P. O. No# 20211905
 Date 5/19/2021
 Your Ref# V4-69219-2
 Our Ref#
 Credit Terms

Product ID	Description	Quantity	Unit Price	Amount
A1-CC-1	Cooling Coil	1	\$3,500.00	\$3,500.00
				\$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: Mack McQuade

Sub Total	\$3,500.00
Tax	Exempt
Freight	
Invoice Total	\$3,500.00
Amount Paid	
Balance Due	\$3,500.00

Terms and Conditions:

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

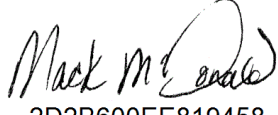
Item 3.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: San Juan County 117 South Main Street, PO Box #9 MONTICELLO, Utah, 84535	DUNS Number: 070018296 Taxpayer Identification Number: 876000305 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
_____ 2D2B600EE819458...

Authorized Representative: Mack McDonald

Title: Chief Administrative Officer

Date signed: 5/27/2021

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

San Juan County

5/27/2021

Recipient

Date

DocuSigned by:

2D2B600EE819458

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



COMMISSION STAFF REPORT

MEETING DATE: June 1, 2021

ITEM TITLE, PRESENTER: Forest Service Road Project Agreement, Presented by TJ Adair – Road Department Head

RECOMMENDATION: Ratify/Approve Agreement

SUMMARY

San Juan County Road Department received an agreement with funds to chip seal the Devil's Canyon Campground and Devil's Canyon Road as part of the Schedule A Agreement currently in place with San Juan County.

HISTORY/PAST ACTION

Agreements have been signed in order to receive funds. San Juan County and USDA Forest Service have had the Schedule A Agreement in place in order to received funds for road projects.

FISCAL IMPACT

San Juan County Road Department will receive \$62,825.00 for the chip seal of the Devil's Canyon Campground and Devil's Canyon Road. San Juan County is not expected to provide funds, the agreement should cover the work in full.

FS Agreement No. 21-RO-11041000-012

Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between The
COUNTY OF SAN JUAN
And The
USDA, FOREST SERVICE, MANTI-LA SAL NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between County of San Juan, hereinafter referred to as "San Juan County," and the USDA, Forest Service, Manti-La Sal National Forest, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #17-RO-11041000-014 executed between the parties on May 16, 2017.

Project Title: Devils Canyon Campground Mnt - Chip Seal Road and Interpretive Trail

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on May 16th, 2017. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the Devils Canyon Campground Mnt - Chip Seal of the Devils Canyon Campground Roads, 50085, 50118 and 50209. The work is as described in the hereby incorporated Scope of Work, Exhibit A and Financial Plan, Exhibit B.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Scope of Work, Exhibit A and Financial Plan, Exhibit B.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$62,825.00.
- C. FINANCIAL STATUS REPORTING. A Federal Financial Report, form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted Quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the Road Project Agreement.
- D. PROGRAM PERFORMANCE REPORTS The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Uintah County shall submit quarterly performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with Uintah County's final payment request, or separately, but no later than 120 days from the expiration date of the agreement.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Scope of Work, Exhibit A and Financial Plan, Exhibit B.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse San Juan for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$62,825.00, as



shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of San Juan's invoice. Each invoice from San Juan must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) San Juan's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
 Albuquerque Service Center
 Payments – Grants & Agreements
 101B Sun Ave NE
 Albuquerque, NM 87109
 FAX: 877-687-4894
 EMAIL: SM.FS.ASC_GA@USDA.GOV

Send a copy to: Daniel Luke
daniel.luke@usda.gov

C. Meet with San Juan County onsite to discuss the project before construction starts.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

San Juan County Program Contact	San Juan County Administrative Contact
TJ Adair Public Works Director 881 East Center Street PO Box 188 Monticello, UT 84535 Phone: (435) 587-3230 Fax: (435) 587-2771 Email: tadair@sanjuancounty.org	Monica Alvarado Office Manager 881 East Center Street PO Box 188 Monticello, UT 84535 Phone: (435) 587-3230 Fax: (435) 587-2771 Email: malvarado@sanjuancounty.org

Principal U.S. Forest Service Contacts:

Table with 2 columns: U.S. Forest Service Program Manager Contact and U.S. Forest Service Administrative Contact. Includes contact info for Daniel Luke and Gina Jolley.

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101 (a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Error! Reference source not found. acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Error! Reference source not found. fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Error! Reference source not found. has expended in violation of sections 433 and 434.

C. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.

D. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.



Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- E. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- F. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of San Juan's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or San Juan from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of San Juan's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of San Juan's products or activities.
- I. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- J. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality



agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- K. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- L. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).
- M. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through March 31, 2022, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- N. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.



This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

Willie Grayeyes

WILLIE GRAYEYES, County Commissioner
San Juan County
Date: 5/24/2021

DARREN OLSEN Digitally signed by DARREN OLSEN
Date: 2021.05.26 10:28:57 -06'00'

DARREN OLSEN, Forest Supervisor
U.S. Forest Service, Manti-La Sal
Date

The authority and format of this agreement have been reviewed and approved for
signature
DARBY SEWARD Digitally signed by DARBY SEWARD
Date: 2021.05.18 16:00:55 -06'00'

DARBY SEWARD
U.S. Forest Service Grants Management Specialist
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Exhibit A
Scope of Work

Chip Seal Forest Roads #'s 50085, 80118 and 50209

Project Description: This is a Great American Outdoor Act (GAOA) funded deferred maintenance project to chip seal U.S. Forest Service roads. Devils Canyon is a highly used campground on the Monticello Ranger District. Located between Monticello and Blanding, adjacent to State Highway 191. The campground access road 50085 and campground roads 50118 and 50209 are asphalt roads that are long overdue for a chip seal.

San Juan County shall:

1. Chip seal 0.70 mile of road 50085 to the intersection with 50118 for the access to Devils Canyon Campground.
2. Chip seal 0.86 mile of road 50118 through the campground.
3. Chip seal 0.22 mile of road 50209 through the campground.
4. Notify the U.S. Forest Service when the work is taking place.
5. Send invoices according to the provisions set in the agreement.

Forest Service shall:

1. Close Devils Canyon Campground during project, U.S. Forest Service will send out a public notice to announce closure.
2. Reimburse the county for expenses incurred according to the Financial Plan, Exhibit B.



COMMISSION STAFF REPORT

MEETING DATE: June 1, 2021

ITEM TITLE, PRESENTER: SJC Updated Library System Strategic Plan 2021-2023

RECOMMENDATION: Approve

SUMMARY

Every two years the Library System is required by the State Library to review and update a Strategic Plan for the annual Certification Report. The updated Strategic Plan puts an emphasis on strengthening the Library System's future through sound fiscal practices, expanding community out-reach programming, and continued searching out and applying for applicable grant and funding opportunities so as assist in the stated goals.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

Has the potential to improve the fiscal soundness of our Library system so as to be prepared for major repairs and possible future capital improvements.

SJC Library System Strategic Plan

2021-2023

Approved May 19, 2021

Mission

The mission of the San Juan County Library System is to inspire lifelong learning, advance knowledge, and strengthen our communities.

Vision

By embracing the cultural diversity of the county, the Library System envisions increased exposure in all areas, focusing on community needs and interests.

Goals

Goal 1: Strengthen the Library System's future through sound fiscal practices

Goal 2: Increase and enhance virtual presence where needed

Goal 3: Expand community out-reach programming

Goal 4: Improve Library Trustee skills

Goal 5: Develop and utilize plan for spending of Grant monies

Goal 6: Develop and utilize plan for Technology Development

Explanations of Goals

Goal 1: Strengthen the Library System's future through fiscally sound practices.

Objectives:

01.1 - Continue to make budget cuts where possible to be in alignment with contributions from county, state, and federal funding while maintaining quality services and collection development.

01.2 - Continue to focus on grant opportunities to cover additional needs or wants that current funding and budget does not cover.

01.3 - Continue working toward building the libraries capital improvement funds for future repairs, improvements, and possible expansion where needed.

Goal 2: Increase and enhance virtual presence.

Objectives:

02.1 - Continue to improve the Library website.

02.2 - Enhance Facebook pages to include links and partners.

02.3 - Add other library social media accounts such as Instagram, Pinterest and a Facebook page for Montezuma Creek.

Goal 3: Improve Public Relations, Library Advocacy, and Expand Community Outreach

Objectives:

03.1 - Increase interest of diverse groups by publicizing available library resources.

03.2 - Heighten community awareness of library resources by offering workshops and activities that educate community members in the use of library services/resources.

03.3 - Obtain a broader collection of items that will be of interest to diverse populations.

03.4 - Expand collections that fit the needs and wants of community members.

03.5 - Search out and invite community members to share skill sets and talents as volunteers through events and programming.

03.6 - Educate Library staff in the use of available library resources through classes and training offered by the State Library and webinars.

03.7 - Submit monthly library article to local newspapers

03.8 - Develop more partnerships with community businesses, schools and organizations.

03.9 - Expand presence in Montezuma Creek through youth programming.

Goal 4: Improve Library Trustee skills

Objectives:

04.1 - Assure Trustee Training requirements are fulfilled.

04.2 - Follow SJ County administrative protocols.

04.3 - Ask for and utilize feedback from library staff, county commissioners, and the public to improve service as Trustee.

Goal 5: Develop and utilize plan for spending Grant monies

Objectives:

05.1 - Assess needs of Library System, and determine which grants are appropriate to meet these needs.

05.2 - Research and write grants based on determined needs.

05.3 - Develop strategy for use of funds, based on requirements of the grant(s) received.

Goal 6: Develop and utilize plan for Technology Development

Objectives:

06.1 - Create plan to improve and expand technology needs to meet current and anticipated advancements and community needs.

06.2 - Ensure that budget plan supports determined needs.

06.3 - Search for grants to supplement funds as needed.

Library Board Chairperson signature _____

Date _____

Memorandum of Understanding

This Memorandum of Understanding (the “Memorandum”) is made on _____, by and between Southeastern Utah Association of Local Governments, of 375 S Carbon Ave, Price, Utah (hereinafter referred to as “SEUALG”) and Monticello Library Co-working space, San Juan County, Utah (hereinafter referred to as “San Juan Co-working space”) for the purpose of achieving the various aims and objectives relating to the San Juan Co-working space (the “Project”).

WHEREAS SEUALG and San Juan Co-working space desire to enter into an agreement in which SEUALG and San Juan Co-working space will work together to complete the project;

And WHEREAS SEUALG and San Juan Co-working space are desirous to enter into a Memorandum of Understanding, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for expenditure regarding funds provided by American Express.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the project shall include, but not limited to:

- a. Services to be rendered by SEUALG include:
 1. Allocating financial support provided by American Express in the amount of \$5,000
 2. Submit all reporting on outcomes from the partnership to American Express

- b. Services to be rendered by San Juan Co-working space:
 1. Handling purchase of all equipment for the space
 2. Reporting number of clients to SEUALG to be included in annual reporting to American Express

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

- a. SEUALG agrees to provide the following financial, material and labor resources in respect of the Project:
 1. \$5,000

- b. San Juan Co-working space hereby agrees to provide the following financial, material and labor resources in respect of the Project:
 1. Follow procurement policy on all purchases made with American Express grant funding for equipment purchased

Communication Strategy

Marketing of the vision and any media or public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. All marketing posters, flyers, PSA's will acknowledge American Express as a donor. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between Partners in the negotiation of the final binding contract relating to this project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration and information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood neither party is obligated to enter into any contract to complete the Project.

Term

The Arrangements made by the Partners by this Memorandum shall remain in place from _____ until _____. The term can be extended only by agreement of all the partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Utah.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the obligated under this Memorandum.

Severability

If any provision of this memorandum is found invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and

enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this Memorandum shall obligate any Partner to the transfer of funds, Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following partners support the goals and objectives of the San Juan Co-working space:

Signatories

This Agreement shall be signed on behalf of the Southeastern Utah Association of Local Governments by Geri Gamber, Executive Director, and on behalf of San Juan Co-working space by

Willie Grayeyes, Commission Chairman. This Agreement shall be effective as of the date written above.

Southeastern Utah Association of Local Governments
by Geri Gamber, Executive Director

San Juan Co-working space
Willie Grayeyes, Commission Chairman



COMMISSION STAFF REPORT

MEETING DATE: June 1, 2021

ITEM TITLE, PRESENTER: Beehive Library Consortium ARPA Federal Grant, Nicole Perkins,
Library Director

RECOMMENDATION: Approve

SUMMARY

This is an ARPA (American Rescue Plan Act) Federal grant in the amount of \$1888 to be used to purchase content from Overdrive for audio books whose titles will be added to the Beehive Library Consortium for Patron checkouts.

HISTORY/PAST ACTION

Approved Federal grants for Overdrive purchases every year. This grant are additional funds on top of the normal Overdrive annual grant already received.

FISCAL IMPACT

\$1888 worth of Overdrive content will be paid to purchase titles that we otherwise could not afford. Funds must be expended by 9/30/2022. USL will advance the funds to the Library system to be used for Overdrive purchases only.



STATE OF UTAH

CONTRACT #

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah: **Department of Cultural and Community Engagement, Agency Code: 710, State Library Division**, referred to as **STATE**, and **San Juan County Library System** referred to as **GRANTEE**.

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

DUNS # (required) 070018296
Contact Person: Nicole Perkins
PhoneNumber: (435) 678-2335 Email: nperkins@sanjuancounty.org
VendorID# 06866HK Commodity Code # 99999

LEGAL STATUS OF
GRANTEE
() Sole Proprietor
() Non-Profit Corporation
() For-Profit Corporation
(X) Government Agency

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: ARPA funding to member libraries of the Beehive Library Consortium for the use of purchasing digital content in the OverDrive platform, in order to decrease hold times and increase availability of digital resources during the COVID pandemic.
Fund ARPA Grant for Project Title: Beehive Library Consortium Grant. Project will be completed by GRANTEE as outlined in Grant Application and in accordance with Scope of Work as outlined.
3. **PROCUREMENT:** This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: Beehive Library Consortium ARPA Grant Project.
4. **CONTRACT PERIOD:** Effective Date: 7/01/2021 Termination Date: 09/30/2022, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 06/07/2021.**
5. **CONTRACT COSTS:** GRANTEE will be paid a **maximum** of \$ 1888 for costs authorized by this contract. Prompt Payment Discount (if any): N/A. Additional information regarding costs: N/A.
6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A - Standard Terms & Conditions for Grants
Attachment B – Scope of Work and Special Provisions
Attachment C – Assurances – Non-Construction Programs and Certification Regarding Debarment and Suspension, etc.
Attachment D – N/A

Other Attachments: The following attachments are required for this Contract to comply with the aforementioned LSTA guidelines, which ARPA funds must also follow, and are required for submission during project period as outlined. These documents are included in the total documentation for Contract, though received at different times during the effective dates of Contract.

- Final Report

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

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Contract between USL and San Juan County Library System
Contract #

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

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

The parties sign and cause this contract to be executed. This contract is not fully executed until both parties have signed this contract.

GRANTEE

STATE

Director, Manager or Authorized Signatory

Director, State Library Division

Financial Officer

N/A Grant

Director, Division of Purchasing

Date

Director, Division of Finance

Agency Contact for questions during the contract process.

Rachel Cook
Agency Contact

801-715-6722
Phone Number

801-715-6767
Fax Number

rcook@utah.gov
Email

**Contract between USL and San Juan County Library System
Contract #**

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Contract"** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
 - c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional of information that must be kept non-public under federal and state laws.
 - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **"Grant Money"** means money derived from state fees or tax revenues that is owned, held, or administered by the State.
 - g. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
 - b. a final written itemized report when all the Grant Money is spent.
 - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.

5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.

6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

8. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. 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. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
- a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.

15. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

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

Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each 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.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
25. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision

attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
27. **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.
28. **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: 30 March 2016)

**Contract between USL and San Juan County Library System
Contract #**

ATTACHMENT B
SCOPE OF WORK AND SPECIAL PROVISIONS

This Contract is entered into to provide for the cooperative development of local public library services in accordance with the provisions of Utah Code Ann. §§9-7-201(3), 9-7-205(1)(f) and 9-7-205(2) (LexisNexis 2015).

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 06/07/2021.** Any exceptions must be arranged in writing via email to Faye Fischer, Contracts/Grants Analyst for USL at ffischer@utah.gov.
2. The effective dates of Contract shall be from 07/01/2021 through 9/30/2022, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed **\$1888**
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Rachel Cook, rcook@utah.gov, 801-715-6722

GRANTEE Contact: Nicole Perkins Email: nperkins@sanjuancounty.org Phone: (435) 678-2335
6. The Catalog of Federal Domestic Assistance lists the ARPA grant program number as CFDA #45.310.
7. ARPA funding will be issued by STATE to GRANTEE via check upon receipt of fully signed contract.
8. GRANTEE agrees to use these funds to purchase ARPA eligible digital content through OverDrive by being invoiced in one of two ways. Please indicate an option below:

_____ OPTION 1: GRANTEE chooses one (1) invoice from OverDrive for the balance of their ARPA funds. All monies will paid to the shared consortium account and will be used by the STATE for selecting and purchasing shared, **ARPA eligible** content, equally accessible to all users.

_____ OPTION 2: GRANTEE chooses two (2) invoices from OverDrive, each for 50% of their ARPA funds.

Invoice 1: 50% of GRANTEE funds will be paid to the shared consortium account and will be used by the STATE for selecting and purchasing shared, **ARPA eligible** content, equally accessible to all users.

Invoice 2: 50% of GRANTEE funds will be paid to GRANTEE's Advantage account and will be used by LIBRARY for selecting and purchasing **ARPA eligible** content for the shared collection.

SCOPE OF WORK:

1. American Rescue Plan Act (ARPA) funds will be used to finance approved projects. Approved projects will be required to follow State and Federal guidelines in regards to procurement, expenditure of funds and reporting standards.
2. The Project Director must create a separate cost center for sub-award (ARPA) funds. ARPA funds may not be placed in an interest-bearing account.
3. The Project Director must set up an accounting system to track expenditures of ARPA, matching, and in-kind funds or services.
4. The Project Director or Financial Officer must set up procedures for documenting any salaries/benefits costs associated with the grant project. Time sheets and payroll documentation are required for salary and benefit costs. Name must be legible, but personal information (SSN or home address, for example) may be concealed on copies sent to the USL Contact. The GRANTEE must retain electronic copies of all invoices during the grant period. Copies must be complete and legible and be available for submission upon request.
5. If applicable, the GRANTEE must retain electronic documentation for any salary/benefit costs applicable to the grant during the grant period and have them available for submission upon request.
6. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period. The links for Grant Administrative Guidelines can be found at <https://library.utah.gov/lsta-grant-round/>.
7. GRANTEE agrees to complete training sponsored by USL in order to ensure that ARPA funds are spent appropriately.
8. The Project Director must retain all documentation (either in paper or PDF format) related to the grant project for three (3) years after the completion of the grant.
9. The Project Director must acknowledge IMLS and USL as part of the grant project. Additional information is in the Grant Administrative Guidelines.
10. If the Project Director or Financial Officer cannot fulfill their duties through the completion of the grant, the USL Contact must be informed within seven (7) working days.
11. **All expenditures for the grant project must be expended by 09/30/2022.**
12. *Any funds not expended by 09/30/2022, as outlined in Grant Application and final Grant Funding, will be reimbursed to USL by 10/10/2022.*
13. Final Report (including final budget information) is due to USL on or before 10/15/2022.

SPECIAL CONDITIONS:

1. GRANTEE will ensure that The Institute for Museums and Library Services 2016 Grants to States Award Guidance is followed in relevant part regarding where Utah State Library and subgrantees "... must acknowledge IMLS in all related publications and activities supported with your grant money. An example acknowledgement would read: "This program was funded in part with a grant from the Institute of Museum and Library Services which administers the American Rescue Plan Act." IMLS provides a kit with suggestions and materials to help subgrantees publicize grant activities at <http://www.imls.gov/recipients/grantee.aspx>." The IMLS website includes the IMLS logo available to download and use in published materials where appropriate.

GRANTEE will ensure that The Utah State Library Division, Department of Cultural and Community Engagement, is also acknowledged in all related publications and activities supported with ARPA grant funds. An example acknowledgement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Cultural and Community Engagement." A combined acknowledgement statement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Cultural and Community Engagement, and from the Institute of Museum and Library Services which administers the American Rescue Plan Act."

SPECIAL PROVISIONS:

1. USL will advance GRANTEE their portion of the ARPA funds for this project up to the total of the Grant amount of \$1888.

OTHER INFORMATION:

Grant Administrative Guidelines can be found

at <https://docs.google.com/document/d/1imoSyIYtLDSBctiqmwCk514NEXixPNtjRPnFtkCCo7k/edit?usp=sharing>

**Contract between USL and San Juan County Library System
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ATTACHMENT C
FEDERAL ASSURANCES AND CERTIFICATIONS

These pages are required by the Institute of Museum and Library Services (IMLS), the federal agency that oversees LSTA and ARPA funding. By signing this contract, GRANTEE agrees to comply with the following.

Subgrantee and Subcontractors. These terms refer to the applicant library and any vendors the library might use to complete the proposed project. Certification responsibilities extend beyond the grantee (Utah State Library Division) to subgrantees (Libraries) and subcontractors (Vendors and Partners) under certain circumstances. For more information on terms used in this section please refer to the ***Definitions of Federal Assurances Terms***, after the Assurances.

Certification Regarding the Non-discrimination Statutes and Implementing Regulations

(Applies to Recipients Other than Individuals)

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Executive Order 13166, reasonable steps must be taken to ensure that limited English proficient (LEP) persons have meaningful access to the programs (see IMLS guidance at 68 Federal Register 17679, April 10, 2003)); (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq. including §794), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance); (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681– 83, 1685–86), which prohibits discrimination on the basis of sex in education programs; and (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age. (e) the requirements of any other nondiscrimination statute(s) which may apply.

Certification Regarding Debarment and Suspension

The applicant shall comply with 2 C.F.R. Part 3185 and 2 C.F.R. Part 180, as applicable. The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that neither the applicant nor any of its principals: are presently excluded or disqualified; have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

The applicant, as a primary tier participant, is required to comply with 2 C.F.R. Part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The applicant is also required to communicate the requirement to comply with 2 C.F.R. Part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

As noted in the preceding paragraph, applicants who plan to use IMLS awards to fund contracts should be aware that they must comply with the communication and verification requirements set forth in the above Debarment and Suspension provisions.

In addition, the applicant agrees by submitting a proposal that, should the proposal be funded with LSTA/ARPA federal funds, the grantee shall not knowingly enter into any project-related transactions (as defined under "lower tier covered transaction") with a person who is debarred, suspended, proposed for debarment, ineligible or voluntarily excluded from participation on this covered transaction, unless authorized by the

IMLS.

The applicant further agrees by submitting this proposal to include without modification the following cause in all lower tier covered transactions in all solicitations for lower tier covered transactions:

1. The prospective lower tier participant certified, by submission of the proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

A grantee may rely on the certification of a prospective sub-recipient that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A grantee may decide the method and frequency by which it determines the eligibility of its "principals."

Except when specifically authorized by the IMLS, if a grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to the remedies available to the federal government, the IMLS may terminate this transaction for cause or default.

Certification Regarding Lobbying Activities

(Applies to Applicants Requesting Federal Funds in Excess of \$ 100,000)

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure, or as otherwise required by law. In addition, in accordance with Federal appropriations law, no IMLS funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government. No IMLS funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.

Certification Regarding Trafficking in Persons

The applicant must comply with Federal law pertaining to trafficking in persons. Under 22 U.S.C. § 7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency and a private entity shall include a condition that authorizes the Federal agency (IMLS) to terminate the grant, contract, or cooperative agreement, if the grantee, subgrantee, contractor, or subcontractor engages in trafficking in persons, procures a commercial sex act, or uses forced labor. 2 C.F.R. part 175 requires IMLS to include the following award term:

- a. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
Prepared By Utah State Library Grants Coordinator, August 2020 | Page 21
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either –
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 3185.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on 9 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 3185.
- c. Provisions applicable to any recipient.
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. part 175.25.

Prepared By Utah State Library Grants Coordinator, August 2020 | Page 22

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R part 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

Internet Safety Certification

(b) Internet Safety Pursuant to 20 U.S.C. § 9134(b)(7), the State Library Administrative Agency provides assurance that it will comply with 20 U.S.C. § 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries that do not receive services at discount rates under § 254(h)(6) of the Communications Act of 1934, and for which IMLS State Program funds are used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet. (See links to Children’s Internet Protection Act (CIPA) in *Appendix F- Definitions of Federal Assurance Terms*).

Acknowledging IMLS

You and your subrecipients must acknowledge IMLS in all related publications and activities supported with your award money. An example acknowledgement would read: “This program was funded in part with a Federal award from the Institute of Museum and Library Services.” A kit with suggestions and materials to help you and your subrecipients publicize grant activities is available at <https://www.imls.gov/grants/grantrecipients/grantee-communications-kit>. If you have any questions or need assistance, you may contact staff in the Office of Communications and Government Affairs at (202) 653-4757.

DEFINITIONS OF FEDERAL ASSURANCE TERMS

Covered Transaction

A covered transaction is either a primary or lower-tier covered transaction.

Debarment

An action taken by a debarment official in accordance with 45 CFR Part 1185 to exclude a person from participating in covered transactions. A person so excluded is "debarred."

Debarment and Suspension

The applicant agrees by submitting a proposal that should the proposal be funded by the Institute of Museum and Library Services (IMLS), it shall not enter into any project related transactions with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the IMLS. It should be noted that, in terms of this certification, the legal definition of "person" includes organizations as well as individuals.

Ineligible

Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order or regulator authority, other than Executive Order 12549.

Lobbying Activities

Those who receive a subgrant, contract, or subcontract exceeding \$100,000 at any tier under an IMLS grant are required to file a certification and, when necessary, a disclosure form, to the next tier above.

Lower Tier Covered Transaction

- a) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction.
- b) Any procurement simplified acquisition threshold (currently \$100,000) under a primary covered transaction.
- c) Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. Such persons are project directors, principal investigators, and providers of federally-required audit services.

Participants

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered transaction as an agent or representative of another participant.

Person

Any individual, corporation, partnership, association, unit of government or legal entity, however organized, except foreign governments of foreign governmental entities, public international organizations, foreign government owned or controlled entities.

Primary Covered Transaction

Any non-procurement transaction between an agency and a person, regardless of type, including grants, cooperative agreements, scholarships, fellowships, contracts of assistance, loans, loan guarantees, subsidies, insurance, payments for specified use, donation, agreements, and any other nonprocurement transactions between a federal agency and a person.

Principal

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has critical influence on or substantive control over a covered transaction, whether or not employed by the participant.

Suspension

An action taken by a suspending official in accordance with these regulations that immediately excludes a person from participating in covered transactions for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue.

Voluntarily Excluded

The status of non-participation or limited participation in covered transaction assumed by a person pursuant to the terms of a settlement.

Children's Internet Protection Act Certification (CIPA)

- Children's Internet Protection Act (CIPA) 47 CFR 54.520
<http://www.gpo.gov/fdsys/granule/CFR-2012-title47-vol3/CFR-2012-title47-vol3-sec54-520>
- Internet Safety 20 USC §9134 (f)(1)
<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title20section9134&num=0&edition=prelim>
- Internet and online access policy required UCA 9-7-215
<https://le.utah.gov/xcode/Title9/Chapter7/9-7-S215.html>



COMMISSION STAFF REPORT

MEETING DATE: June 1, 2021

ITEM TITLE, PRESENTER: UEN MOU for Monticello Renewal, Nicole Perkins, Library Director

RECOMMENDATION: Approve

SUMMARY

Renewal of MOU (memorandum of understanding) between San Juan County Library System and UETN (Utah Education Telehealth Network) for Internet Service with E-rates applied with the understanding that Library System will follow E-rate compliance requirements. MOU is for July 1, 2021-June 30, 2026 with option to extend contract for another 12 months.

HISTORY/PAST ACTION

Approved

FISCAL IMPACT

This will lock in E-rate discount for Monticello Library at a 90% with monthly cost of \$75 a month for Internet Service which would otherwise be \$750.

Memorandum of Understanding
Telecommunications WAN Services Agreement

Item 8.



This **Memorandum of Understanding (“MOU”)** is between Utah Education and Telehealth Network (“UETN”) and **San Juan Co Library (“Stakeholder”)**. At Stakeholders request, and in accordance with procurement law, UETN entered into agreements (“Agreement”) with vendors represented below on Stakeholder’s behalf from July 1, 2021 -June 30, 2026, with an optional 12-month extension at the end of this period, ending no later than June 30th, 2027 unless otherwise indicated, (see Term column below).

E-RATE COMPLIANCE: UETN will apply annually to the Universal Service Administrative Company, (USAC) for E-rate discounts on these services through the Schools and Libraries Universal Service Support (E-rate) Program throughout the term of this agreement.

Stakeholder agrees to provide the following items to UETN, in a timely manner:

- 1) An FCC Form 479, Children’s Internet Protection Act (CIPA) form, certifying annual compliance with CIPA requirements, **before July 1 of every year**
- 2) An E-rate Letter of Agency (LOA), upon request
- 3) E-rate information or FCC forms necessary for E-rate compliance, upon request

Failure to provide UETN with required E-rate information or forms by the due date, jeopardizes E-rate compliance and may result in the loss of E-rate funding to Stakeholder for continued service through UETN.

COST REIMBURSEMENT: UETN shall invoice Stakeholder for the after E-rate discount cost of services and support. Stakeholder understands that **E-rate discounts** change yearly as the E-rate discount is based on local school district enrollment and poverty levels, as well as USAC E-rate filing rules. For the E-rate Funding Year July 1, 2021 – June 30, 2022, the estimated E-rate discount is represented in the E-rate Discount Estimate column below. Stakeholder costs are estimated below in **blue**. Stakeholder agrees to reimburse UETN within 30-days of receipt of an invoice from UETN. UETN will pay costs in **red** below, which includes the on-going monthly costs and one-time equipment costs to connect Stakeholder sites to the UETN network.

EQUIPMENT: Per UETN’s agreements, Stakeholder is responsible for hardware and equipment necessary or related to the implementation and performance of these services.

Contract Obligations: The agreements under which UETN makes the services available contain limitations on Stakeholder’s use of the Services and associated remedies for use inconsistent with those limitations. Those limitations may include restrictions on the locations at which the Services are provided, limitations on end user activity, or other conditions of use. Stakeholder agrees to use the Services in accordance with all applicable limitations and Stakeholder acknowledges and accepts responsibility for any vendor remedies arising as a result of Stakeholder’s use of the Services.

EARLY TERMINATION / UNACCEPTABLE USE: Stakeholder agrees to comply with the terms of this MOU and the terms of each of the service provider agreements under which UETN procured the services that are made available to stakeholder. Stakeholder shall reimburse UETN for any costs, fees or penalties associated with Stakeholder’s early termination or cancellation of or withdrawal from UETN agreements. Such costs and fees may apply if Stakeholder relocates during the term of the agreement, although UETN will work with Stakeholder and the relevant service provider in good faith to attempt to minimize any costs associated with such relocation. In the event of unacceptable use of the services or other use by Stakeholder not permitted under a relevant service provider agreement, service providers may impose fees or additional costs (including increasing the monthly recurring charge to a particular location to three times the contract rate), or may suspend or terminate services. Service providers may also revoke benefits such as waived installation costs or pro-rated start-up costs. In the event a service provider invokes any such remedy due to Stakeholder’s use of the services, or use by individuals allowed to access the service by Stakeholder, Stakeholder shall be solely responsible for the associated costs or consequences of such remedy.

AMENDMENT: This MOU may only be amended upon written mutual agreement duly executed by UETN and Stakeholder. UETN and Stakeholder have executed this MOU by their duly authorized representatives named below and this MOU becomes effective upon the latest date indicated.

Stakeholder

Signature: _____
Name: Mac McDonald
Title: County Admin/ County Commission
Email: mmcdonald@sanjuancounty.org

Stakeholder Billing Contact

Name: Nicole Perkins- Library Director
Email: nperkins@sanjuancounty.org
Mailing address: Blanding Library 25 w 300 s, Blanding, UT 84511
Phone: 435 678-2335

Utah Education and Telehealth Network

Signature: _____
Name: Ray J. Timothy
Title: CEO and Executive Director
Date:

**Memorandum of Understanding
Telecommunications WAN Services Agreement**

Item 8.

Term - Months	Site/Location Name	USAC ID #	Site Address	Aggregation Address	Bandwidth	Additional Info	Vendor Awarded	MRC	Install	Equipment	Capital Construction	Infrastructure/Aggregation Equipment	Total NRC	Total 60 Month Cost of Contract	E-rate Discount Estimate	Total 60 Month MRC - UETN Pays (after E-rate)	Total NRC - UETN Pays (after E-rate)	1 Month MRC - Stakeholder Pays (after E-rate)	Total 60 Month MRC - Stakeholder Pays (after E-rate)	Total NRC - Stakeholder Pays (after E-rate)
60	Monticello Branch Library	16048713	80 N Main St Monticello UT 84535	Utah State University (USU) 639 W 100 S Blanding UT 84511	1 Gbps	New Service	Emery	750					-	45,000.00	90%	-	-	75.00	4,500.00	-
1							Total before E-rate:	750.00	-	-	-	-	-	45,000.00	Total after E-rate:	-	-	75.00	4,500.00	-



COMMISSION STAFF REPORT

MEETING DATE: June 1, 2021

ITEM TITLE, PRESENTER: Consideration and Approval of a Lease for County Property Located at 344 West 800 North, in Blanding with Utah State University Blanding Health Profession Program, Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a motion approving the continuance of the lease with USU

SUMMARY

In 2018, San Juan County leased the old San Juan County Clinic to USU once the County vacated the building. The County, at the time, had no other offers of occupancy and entered into a lease which originally housed the Nursing Program. Since then, USU has grown the program into a Health Profession Program offering multiple education opportunities for USU students and residents of San Juan County.

County staff has updated the lease agreement into a new standard form consistent with current Utah Code and laws.

The lease terms are for a period of 5 years at a \$0.00 rent fee. USU will continue to maintain and upgrade the building as needed at their sole expense. The building was constructed in 1968 and is a total of 5,084 square feet. It includes a working fire alarm system and emergency back-up generator.

HISTORY/PAST ACTION

USU and San Juan County are currently in a lease for the facility that was executed on the 1st of June, 2018 and continues until June 15, 2021.

FISCAL IMPACT

N/A

SAN JUAN COUNTY LEASE AGREEMENT

This LEASE AGREEMENT (this “Lease” or “Lease Agreement”) is made and entered into as of June 1, 2021 (the “Effective Date”), by and between San Juan County (“County”) and Utah State University Blanding (“USU”) acting on behalf of the Utah State University Blanding’s Health Profession Program (“USUH”). USU and County may be referred to hereafter individually as “Party” and Collectively as “Parties” herein.

WITNESSETH:

WHEREAS, County owns specific property and building located at 344 West 800 North in Blanding, Utah (“Building”); and

WHEREAS, USUH, desires to continue to operate their Health Profession program at this location and renew its lease with the County; and

WHEREAS, USU and the County entered into the original lease agreement on June 1st, 2018 which has an expiration date of June 15, 2021; and

WHEREAS, USUH is willing to comply with conditions and is willing to continue to lease the County’s property.

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

Section 1. Lease

- 1.1 Lease of Building. Subject to the terms of this Agreement, the County agrees to lease and does hereby lease the Building to USUH for the Lease Term, as defined herein.
- 1.2 Building. Building means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 344 West 800 North, as from time to time altered, expanded or reduced upon approval from the County. Building also includes all common areas, utilities, equipment, installations in or forming part of the building which from time to time are not designated or intended by the USU to be leased to tenants of the building including without limitation, exterior walls, roofs, entrances, and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building and those lands, areas, buildings, improvements, facilities, utilities, equipment that serve or are for the useful benefit of the Building.

- 1.3 Permitted Use. Throughout the Lease Term, USU shall use the Building only for purposes consistent with the mission of USU, including educational Health Professional programs. USU shall carry on no other business in the Building without the prior written consent of the County.
- 1.4 Third Party Use and Subletting. The County authorizes USU to permit third party access to the Building and to sublet for short periods of time at USU's discretion, subject to the terms of this agreement in which those sublet parties support and promote the Health Professional program.
- 1.5 Personal Property. Except as otherwise set forth herein or in writing, USU shall be responsible for furnishing all personal property to be used by USU in the Building.
- 1.6 Access to the Building. USU shall have access to the Building twenty-four (24) hours a day, seven (7) days a week. County shall have access to the Building at all reasonable times during USU's normal business hours and upon not less than twenty-four (24) hours prior notice (except in the event of emergency), to enable County (i) to examine the same and to make such repairs, additions, and alterations as County may be permitted to make hereunder; and (ii) to show the Building to appraisers, prospective lessees, mortgagees, and purchasers.
- 1.7 Parking. USU shall have the ability to park in any and all parking areas associated with and serving the Building to the extent such parking areas are not designated as reserved or ADA parking.
- 1.8 Liens. USU shall not permit any liens to be filed against the Building on account of the furnishing of any labor, material or supplies, or for any other cause or reason. In the event liens are filed, then USU shall promptly cause the same to be released, bonded, or satisfied in full within ten (10) days of the date of such filing.
- 1.9 Quiet Enjoyment. USU shall peaceably and quietly hold and enjoy the Building during the full Lease Term hereof.
- 1.10 Signage. Beginning on the commencement date of the Lease Term, USU and the County may place temporary or permanent signage upon and within the Building in keeping with USU's policies and procedures. The Parties agree to coordinate regarding the design and presentation of any such signage.

Section 2. Term

- 2.1 Term. This Agreement commences on the Effective Date and concludes at the conclusion of the Lease Term.
- 2.2. Lease Term. The "Lease Term" shall commence upon expiration of the current existing lease on June 15, 2021 and concludes in five (5) years on June 15, 2026. The lease may be amended for an additional five (5) years if desired by an official amendment approved by both Parties.
- 2.3. Expiration of Lease Term. Upon the expiration of the Lease Term, if for any reason, this Agreement is terminated for cause by either party prior to the

expiration of the Lease Term, then USU shall quit and surrender to County the Building in the same condition as delivered to USU on the commencement of the Lease Term, ordinary wear and tear excepted.

Section 3. Rent

- 3.1. Rent. No rent shall be due to the County in connection with this Agreement. The Parties acknowledge and deem that the management services and other duties and obligations set forth herein are sufficient consideration.
- 3.2. Security Deposit. No Security Deposit is required in connection with this Lease.

Section 4. Taxes

- 4.1 Taxes. USU will pay for any fees or taxes arising from any USU sublet or business.

Section 5. Utilities, Maintenance and Landscaping.

- 5.1. Utilities. Throughout the Lease Term, all utility services associated with the Building shall be managed and paid for by USU. As needed and requested by USU, the County agrees to provide any utility easements to utility servicers to facilitate access to utility services at the Building.
- 5.2. Maintenance. During the Lease Term, USU agrees to keep and maintain the Building in a clean and orderly condition and repair. County represents that the electrical system, HVAC system, plumbing system, fire sprinkler and alarm systems (if required by local fire code), lighting fixtures, and physical structure of the Building will commence in good working order and shall continue to be maintained in working order, in accordance with all laws and State standards at USU's sole expense.
- 5.3. Landscaping. USU agrees to landscape, and maintain that landscaping throughout the Lease Term, for the Building in a neat and proper manner, which shall include but not be limited to all necessary irrigation and drainage of all planted areas, mowing and maintenance of grassy areas, and weeding of all appropriate areas, as applicable. Landscaping of the Building shall be complementary with USU's master landscaping plan for the USU.

Section 6 Right of Entry

- 6.1 Right of Entry. The Parties acknowledge, understand, and agree that County and any of its authorized agents may enter into and upon the Leased Premises with prior notice and approval by USU, for the purpose of inspecting the same, of posting notices of non-responsibility for alterations, additions or repairs, or for any other reasonable purpose, which approval shall not be unreasonably withheld.

Section 7. Assignment

7.1 Assignment. Notwithstanding anything herein to the contrary, USU may not assign this Lease.

Section 8. Notices

8.1 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: Utah State University Blanding Attn: Michele Lyman 576 West 200 South Blanding, Utah 84511</p>
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Section 9. Hazardous Materials

9.1 Hazardous Materials. "*Hazardous Substance*" shall mean all substances, materials and wastes that are or become regulated, or classified as hazardous or toxic, under any Environmental Law. USU agrees not to maintain, keep, store, or permit the maintenance or storage of any dangerous, flammable, or hazardous material in the Building (other than reasonable and customary amounts as permitted under existing fire and safety rules and regulations) and further agrees to comply with all fire and safety rules and regulations, provided such compliance does not require USU to install or modify any fire protection, fire detection, or fire alarm systems in the Building. County is not aware of any existing Hazardous Substances within the Building.

Section 10. Causality

10.1 Casualty. If all or any part of the Building shall be damaged or destroyed by fire, earthquake or other casualty so as to render the Building uninhabitable in USU's reasonable opinion, then this Agreement shall terminate, at the written option of County or USU, from the date of such casualty, and upon such notice USU shall at once surrender the Building and all interest therein to County.

Section 11. Force Majeure

11.1 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 a 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 County nor USU 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 12. Governmental Approvals

- 12.1 Governmental Approvals. In the event any governmental authorities require USU or the County to (i) make modifications to the Building, or (ii) obtain licenses or permits, then the Parties agree to coordinate in good faith to allocate any costs or expenses associated therewith.

Section 13. Property and Liability Coverage

- 13.1 Fire and Extended Coverage. Throughout the Lease Term, USU shall carry fire, earthquake, and extended coverage for the Building. The amount of such coverage shall not be less than 100 percent of the replacement value of the Building. The term "Replacement Value" shall be determined and agreed upon by the Parties at the time the fire and extended coverage is initially secured. USU or County may at any time, but not more than once every five (5) years, by written notice to the other, require the full insurable value of the Building to be redetermined by a certified appraiser at the cost of the party requesting the redetermination, whereupon such redetermination shall be made promptly and each Party promptly notified in writing of the results thereof.
- 13.2 USU's Liability Coverage. USU secures liability coverage through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require USU to carry different or additional insurance, and any obligations of USU contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to USU's negligent acts or omissions.
- 13.3 County's Liability Coverage. The 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.

Section 14. Liability

- 14.1 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 15. Default

- 15.1 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 16. Miscellaneous

- 16.1. 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.
- 16.2. Government Records and Management Act. County acknowledges that USU is 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 USU's possession or control, including without limitation, the Agreement, may be subject to public disclosure; and that USU'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 USU 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 the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU'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.
- 16.3. Governmental Immunity. County further acknowledges that USU is 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 the Agreement shall be construed as a waiver by USU of any protections, rights, or defenses applicable to USU under the Act, including without limitation, the provisions of Section 630-7- 604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of County or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of USU contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of USU. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.
- 16.4. Attorneys' Fees. If either County or USU institutes any action or proceeding against the other to enforce any provision of this 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 Agreement, including court costs, expenses and reasonable attorneys' fees.
- 16.5. 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 Agreement.
- 16.6. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.
- 16.7. 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 Agreement.
- 16.8. Relationship of Parties. In assuming and performing the obligations of this 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.
- 16.9. Headings. No headings in this Agreement affect its interpretation.

- 16.10. Amendment and Supplement. Any amendment and/or supplement of this 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 Agreement and shall have the same legal effect as this Agreement.
- 16.11. Merger. This 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.
- 16.12. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement 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 herein.

Section 17. Authority; Counterparts; Electronic Signatures

The Parties signing this Lease 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. This Lease 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 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: _____ Willie Grayeyes, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>John David Nielson San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>USU</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Exhibit A Building

HCA Asset Management, LLC Utah Counties Indemnity Pool 2018 Insurance Detail Report

As of Date: 5/15/2018

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Clerk/Auditor

Item 10.

John David Nielson

jdnielson@sanjuancounty.org

**MAY TAX SALE
MINUTES – YEAR 2021**

The tax sale, having been properly advertised, was held on May 27, 2021 at 10:00 AM in the west lobby of the San Juan County Administration Building at 117 South Main, Monticello Utah. County Clerk / Auditor, John David Nielson conducted the Sale

At the appointed time and place, Mr. Nielson announced that all properties, except one, had been redeemed or removed from the sale. It was explained to all present that San Juan County would issue a Tax Deed to the successful bidder which contains no warranties. It was also stated that the highest bid would be presented to the County Commission on Tuesday June 1, 2021 for acceptance or rejection.

In attendance:

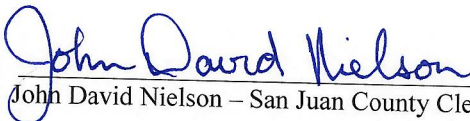
James Francom, Megan Gallegos, Greg Adams, Jeff Johnson, Travis Shumway, Jed Morley

<u>PARCEL NO.</u>	<u>NAME-DESCRIPTION</u>	<u>AMOUNT</u>
Parcel# B36220271201	Rachelle McCook 464 N 200 W Blanding, Utah 84511	\$ 11,426.36

Legal: SEC 27 T36S R22E: BEG AT A PT 80 RDS S AND 1460 FT W OF THE NE COR SEC 27T36S R22E, SLBM, AND RNG TH S 120 FT, W 144 FT, N 153 FT, E 144 FT, S 33 FT TO POB. (.50 AC, M/L) B36220271201

One bid was received in the amount of \$11,426.36. It is the recommendation of the Clerk that the bid for parcel #B36220271201 be accepted by the commission.

Signed this 27th day of May, 2021, John David Nielson San Juan County Clerk / Auditor


John David Nielson – San Juan County Clerk/Auditor

**SAN JUAN COUNTY UTAH
RESOLUTION NO 2021- ____**

Item 11.

A RESOLUTION SUPPORTING THE EFFORTS OF THE UTAH NAVAJO HEALTH SYSTEM (UNHS) ENCOURAGING THE NAVAJO NATION LAND DEPARTMENT TO ENTER INTO A LEASE WITH UNHS FOR A COMMUNICATION TOWER TO BE LOCATED ON NAVAJO MOUNTAIN FOR FULL COVERAGE OF EMERGENCY AND HEALTH CARE RESPONSE

WHEREAS, using Cares Act Funding due to COVID-19, the Utah Navajo Health System has been installing multiple radio towers at strategic locations throughout San Juan County; and

WHEREAS, these radio communication towers provide immediate virtual health care to residents of the Navajo Nation and surrounding area; and

WHEREAS, the tower and proposed location will also provide better emergency responder's communication throughout that region; and

WHEREAS, the tower and its strategic location will provide access for community hot spots and internet connections of over 1,400 students in their homes to the San Juan School District; and

WHEREAS, UNHS presented their request to the Navajo Mountain Chapter, who passed a resolution supporting the project on 4/10/2021; and

WHEREAS, the Board of San Juan County Commissioners strongly encourages the Navajo Nation to allow for the lease to be expedited while there is available funding to complete the project within the next several months;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of San Juan County Commissioners publicly ask the Navajo Nation Land Department to enter into a lease with the Utah Navajo Health System for the installation of this tower.

PASSED, ADOPTED, AND APPROVED by the Board of San Juan County Commissioners this 1st day of June, 2021, by the following vote:

Those voting aye:

Those voting nay:

Those absent or abstaining:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

Willie Grayeyes, Chair

ATTEST:

John David Nielson, Clerk/Auditor

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