



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
October 01, 2024 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. Laylah Benally Student from Whitehorse High School will be doing the Pledge of Allegiance

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

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

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

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

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

2. Approval of the September 3, 2024 Board of Commission Work Meeting Minutes
3. Approval of the September 3, 2024 Board of Commission Meeting Minutes
4. Approval of the September 17, 2024 Board of Commission Meeting Minutes
5. Approval of the Check Registers for August 30 to September 27, 2024

- [6.](#) Approval of the Small Purchase of \$2,053.29 to Service Motor for the San Juan County Road Department
- [7.](#) Approval of the Letter of Support for the Fiscal Year 2024 Nationally Significant Federal Lands and Tribal Projects Grant Application for the Needles District Safety and Mobility Project
- [8.](#) Approval of the Letter of Support for the 2025 Rural County Grant in the amount of \$200,000 for San Juan County Economic Development.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

- [9.](#) Introduction of the New Forestry, Fire and State Lands Area Manager Matt McEttrick
- [10.](#) Presentation for the Occupational Safety and Health Administration Heat Announcement. Lenissa Jimenez, State Energy Research and Development Authority

BUSINESS/ACTION

- [11.](#) Consideration and Approval of the Contract Between San Juan County and Guardify, Formerly VidaNyx Inc for Forensic Interview Storage and Chain of Custody. Robert Nieman, Children's Justice Center Director
- [12.](#) CONSIDERATION AND RATIFICATION OF A RESOLUTION OF APPOINTMENT OF A SAN JUAN COUNTY REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE FOR THE UTAH COUNTIES INDEMINITY POOL ANNUAL MEMBERSHIP MEETING. Mack McDonald, Chief Administrative Officer
- [13.](#) CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY COMMISSION AUTHORIZING THE FILING OF CROSS-APPEALS FOR 2024 CENTRALLY ASSESSED PROPERTIES. Mack McDonald, Chief Administrative Officer
- [14.](#) Consideration and Approval of the Amendment No. 1 to the Agreement for ALJ Services Contract with Judge Cheryl Luke as an Administrative Law Judge for San Juan County. Mack McDonald, Chief Administrative Officer
- [15.](#) Consideration and Approval of the Halls Crossing AWOS AIP-023 and Rehab Taxiway A Design AIP-022 Grant Agreement Between San Juan County and the State of Utah Department of Transportation Division of Aeronautics. Mack McDonald, Chief Administrative Officer
- [16.](#) Consideration and Ratification of the Interagency Agreement between San Juan County and the Utah Department of Workforce Services for Homeless Prevention Services Until 2027 for \$180,081. Mack McDonald, Chief Administrative Officer
- [17.](#) Consideration and Approval of the Pay Scale and Operational Changes for the County EMS Program. Mack McDonald, Chief Administrative Officer

BOARD OF EQUALIZATION

- [18.](#) Consideration and Approval for Board of Equalization Properties List #3. Lyman W. Duncan, Clerk/Auditor, Rick Meyer and Randy Rarick, Deputy Assessor

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 WORK SESSION MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
September 03, 2024 at 9:00 AM

MINUTES

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

CALL TO ORDER

Commission Chair Jaime Harvey called the meeting to order at 9:04 am.

ROLL CALL

Commission Chair Harvey noted all of the commissioners were present for the work session meeting.

PRESENT

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

STAFF

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

Motion to enter Executive Session:

Motion made by Commissioner Adams, seconded by Commissioner Stubbs.

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

AGENDA ITEMS

1. In accordance with the Utah Open and Public Meetings Act, UCA 52-4-205, Consider Entering into a Closed Executive Session for a Strategy Session to Discuss Pending or Reasonably Imminent Litigation.
2. A Closed Executive Session to Discuss The Character, Professional Competence, or Physical or Mental Health of an Individual As Permitted Under UCA 52-4-205.

ADJOURNMENT

Time at 10:32 am.

Motion to Adjourn:

Motion made by Commissioner Adams, seconded by Commissioner Stubbs.

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

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
September 03, 2024, at 11:00 AM

MINUTES

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

AUDIO: <https://www.utah.gov/pmn/files/1166725.MP3>

VIDEO: <https://www.youtube.com/watch?v=FCwxYUO0Pfw>

CALL TO ORDER

Time Stamp (0:00:06 audio & 0:00:21 video)

Commissioner Jaime Harvey called the meeting to order at 11:03 am.

ROLL CALL

Time Stamp (0:00:30 audio & 0:00:45 video)

Commissioner Harvey called for the attendance of the commissioners.

PRESENT

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

STAFF

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

INVOCATION

Time Stamp (0:00:50 audio & 0:01:05 video)

Lyman W. Duncan, resident of Monticello, offered the opening prayer.

PLEDGE OF ALLEGIANCE

Time Stamp (0:02:07 audio & 0:02:22 video)

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

CONFLICT OF INTEREST DISCLOSURE

Time Stamp (0:02:39 audio & 0:02:54 video)

Commission Chair Harvey polled the commissioners regarding any conflicts with today's agenda. All three commissioners affirmed there were not any conflicts with the agenda.

PUBLIC COMMENT

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 +13462487799,,88279631170# US (Houston)

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Time Stamp (0:03:06 audio & 0:03:21 video)

Mack presented the public portion of the commission meeting. He checked online and in the audience. There were not any comments offered.

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

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Time Stamp (0:03:26 audio & 0:03:41 video)

Mack presented the consent agenda for the commission to review and approve.

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

1. Approval of \$11,432.78 in Small Purchases: \$2,337.78 for Articulator half with brass bushings for the San Juan County Road Department, \$5,000 for a Media Road Trip and Virtual Agent Training and \$4,095 for the Annual Travel Planner Ad for San Juan County Visitor Services.
2. Approval of the Check Registers for August 17 to August 29, 2024
3. Approval of the purchase of two trucks for \$89,814.50 for the Road Department
4. Approval of the Appointment of Liz Adams to the Blanding Cemetery Maintenance District Board for a Four-Year Term.
5. Approval for August 20, 2024, Commission Meeting Minutes

BUSINESS/ACTION

6. Consideration and Approval for the Cooperative Agreement between Bureau of Indian Affairs, Navajo Region, Shiprock, Western Navajo Agencies and San Juan County to increase \$40,800 from \$170,000 to \$210,800. TJ Adair, Road Superintendent

Time Stamp (0:05:35 audio & 0:05:50 video)

TJ Adair, Road Superintendent, present the cooperative agreement between the Bureau of Indian Affairs and the county road department for the commission to review and approve.

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

7. Consideration and Approval of the Modification of Forest Service Grant between United States Department of Agriculture and San Juan County. TJ Adair, Road Superintendent

Time Stamp (0:09:04 audio & 0:09:19 video)

TJ Adair presented the grant agreement between the forest service and the county road department for the commission to review and approve.

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

8. Consideration and Approval of the San Juan County Public Health COVID-19 Rapid Testing Memorandum of Agreement between Utah Department of Health & Human Services and San Juan County. Grant Sunada, Public Health Director

Time Stamp (0:11:19 audio & 0:11:34 video)

Grant Sunada, Public Health Director, presented the Covid-19 agreement for the commission to review and approve.

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

9. Consideration and Approval of Memorandum of Agreement with Monticello City Prosecutor. Mack McDonald Chief Administrative Officer

Time Stamp (0:19:16 audio & 0:19:31 video)

Mack presented the agreement with Monticello City for the commission to review and approve.

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

10. Consideration and Approval of the Medical Director Agreement between San Juan County and Dr. Francesca R. Nichols to Authorize, Direct and Supervise the Medical Acts of Emergency Medical Services in Accordance with Utah Code. Mack McDonald, Chief Administrative Officer

Time Stamp (0:20:48 audio & 0:21:03 video)

Mack presented the EMS agreement with Dr. Francesca Nichols for the commission to review and approve.

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

11. Consideration and Approval of the Notice of Award and Intent to Contract for the San Juan County Public Safety Building Remodel and Expansion Construction Management/General Contractor Services to SIRQ, Inc. Mack McDonald, Chief Administrative Officer

Time Stamp (0:27:47 audio & 0:28:02 video)

Mack presented the contract with SIRQ, Inc. for the safety building remodel for the commission to review and approve.

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

PUBLIC HEARING

Time Stamp (0:33:54 audio & 0:34:09 video)

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

Peter Brown, Chief Deputy Clerk/Auditor, presented the mid-year budget adjustments for the commission to review and approve the three red lines in the budget.

Motion to enter Public Hearing:

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

Rick Meyer, County Assessor, congratulated Randy Rarick from the assessor's office for his help in improving the tax gathering processes for the county.

Motion to exit Public Hearing:

Motion to accept the mid-year budget adjustments as presented by Peter Brown:

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

BOARD OF EQUALIZATION

Time Stamp (0:50:54 audio & 0:51:09 video)

Motion to enter the Board of Equalization:

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

13. Consideration and Approval for Board of Equalization Hearing Officer Recommendations.
Lyman Duncan, Clerk/Auditor, Rick Meyer and Randy Rarick Assessor

Rick Meyer, County Assessor, presented the Assessor initiated Board of Equalization (BOE) findings for the commission to review and approve.

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

Motion to Exit Board of Equalization

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

COMMISSION REPORTS

Time Stamp (1:08:28 audio & 1:08:43 video)

Commissioner Stubbs reported that she participated recently in events throughout her commission district. In the Westwater community, she is helping them receive a sign for the road and a nearby hiking trail. In the Oljato community, she attended the grand opening for the

new kitchen repairs in the Senior Center. She also attended the annual Bear Dance in White Mesa. She has spoken with local landowners about allowing hikers to cross their property.

Commissioner Adams attended a meeting with UCIP and helped establish 2025 rates for the counties to pay for insurance coverage. He also attended a meeting dealing with the Upper Colorado River Authority. He is also heading north to attend a local CIB meeting.

Commission Chair Harvey reported meeting with Congressman Curtis in Bluff, and while together they discussed the needs within the county. He also asked for help with potential funding to address native American children’s issues. The San Juan Council of Governments is organizing a meeting for September 13th in Blanding. Representative Watkins is heading up the meeting.

ADJOURNMENT

Time Stamp (1:22:52 audio & 1:23:07 video)

Motion to adjourn:

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

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
September 17, 2024, at 11:00 AM

MINUTES

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

AUDIO: <https://www.utah.gov/pmn/files/1173309.MP3>

VIDEO: <https://www.youtube.com/watch?v=e01lpT6OY1w>

CALL TO ORDER

Time Stamp (0:00:04 audio & 0:02:04 video)

Commission Vice Chair Stubbs called the meeting to order at 11:03 am.

ROLL CALL

Time Stamp (0:00:29 audio & 0:02:29 video)

PRESENT

Commission Chair Jaime Harvey (remote)

Commission Vice Chair Silvia Stubbs

Commissioner Bruce Adams

STAFF

Mack McDonald, County Executive Officer (CEO)

Mitchell Maughan, County Attorney

Lyman W. Duncan, Clerk/Auditor

INVOCATION

Time Stamp (0:01:09 audio & 0:03:09 video)

Brian Stubbs, resident of Blanding, offered the invocation.

PLEDGE OF ALLEGIANCE

Time Stamp (0:01:38 audio & 0:03:38 video)

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

CONFLICT OF INTEREST DISCLOSURE

Time Stamp (0:02:05 audio & 0:04:05 video)

Commission Vice Chair Stubbs polled the commissioners regarding any conflict of interest with today's agenda.

PUBLIC COMMENT

Time Stamp (0:02:24 audio & 0:04:24 video)

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

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

Mack asked if there were any in the audience or online, who wanted to make any public comments. No one responded in the affirmative.

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

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Time Stamp (0:02:54 audio & 0:04:54 video)

Mack presented the consent agenda for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commission Chair Harvey.

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

1. Approval of \$66,664.20 in Small Purchases: \$6,000 for Both Member for the San Juan County Visitor Services, \$56,572.42 for Tires and Services for the San Juan County Fire and \$4,091.78 for Carrier Reman, Core Exchange, Bearing and Tail Shaft for the San Juan County Road Department

2. Approval of the San Juan County Health Crisis Response Workforce Supplemental Agreement Between San Juan County and the State of Utah Department of Health and Human Services for State Fiscal Year 2022, Amendment 3
3. Approval of the Children with Special Healthcare Needs Care Coordination Agreement Between San Juan County and the State of Utah Department of Health and Human Services, Amendment 2
4. Approval of the Integrated Viral Hepatitis Surveillance and Prevention Agreement Between San Juan County and the State of Utah Department of Health and Human Services, Amendment 3
5. Approval of the 2nd Amended Memorandum of Understanding Between Utah Education Network and San Juan County to Increase the Agreement by \$3,168.51 from \$23,122.50 to \$26,921.01
6. Approval of the Grand Water & Sewer Grant Funding Request for a Diversion System in the Colorado River to Benefit the Moab Valley.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

BUSINESS/ACTION

7. Consideration and Approval of the San Juan County Library System between Utah Education Network and San Juan County to Submit a Pre-Application and Commitment Letter Agreement to Participate in the Digital Equity Competitive Grant. Nicole Perkins, Library Director

Time Stamp (0:07:00 audio & 0:09:00 video)

Nicole Perkins, Library Director presented the pre-application agreement for the commission to review and approve.

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

8. Consideration and Approval of the By-Laws Between San Juan Children's Justice Center Advisory Board and San Juan County. Robert Nieman, Children's Justice Center Director

Time Stamp (0:11:07 audio & 0:13:07 video)

Mack presented the By-Laws changes for the commission to review and approve.

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

9. Consideration and Approval of the Equipment and Software Maintenance Purchase Contract Between Pitney Bowes and San Juan County. Lyman Duncan, County Clerk/Auditor

Time Stamp (0:12:40 audio & 0:14:40 Video)

Lyman Duncan, County Clerk/Auditor, presented the request for approval to purchase the letter opener for opening the expected 6,500 returned ballots in the General Election in November.

Motion made by Commissioner Adams, Seconded by Commission Chair Harvey.

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

10. Consideration and Approval of the 2023 Certification of the Annual Independent Audit for San Juan Counseling. Tammy Squires, San Juan Counseling Director

Time Stamp (1:15:35 audio & 1:17:35 video)

Tammy Squires, Director for San Juan Counseling, presented the 2023 annual financial audit for the commission to review and approve,

Motion made by Commissioner Adams, Seconded by Commission Chair Harvey.

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

11. Consideration and Approval of the Comment Letter on United States Forest Services Draft Environmental Impact Statement on Management. Nick Sandberg, Public Lands Coordinator

Time Stamp (0:23:08 audio & 0:25:08 video)

Mack presented the comment letter on the "old growth" tree systems regarding the Forest Service Environmental Impact statement for the commission to review and approve.

Motion made by Commission Chair Harvey, Seconded by Commissioner Adams.

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

12. Consideration and Approval of the Contractor's Agreement for Construction Manager/General Contractor (CM/GC) Services with SIRQ Construction Inc. for the San Juan County Public Safety Building Remodel. Mack McDonald, Chief Administrative Officer

Time Stamp (0:29:12 audio & 0:31:12 video)

Mack presented the contractor's agreement with SIRQ Construction for the commission to review and approve.

Motion made by Commissioner Adams, Seconded by Commission Chair Harvey.

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

13. Consideration and Approval of the San Juan County Project Contracts between Redoubt Restoration, Inc and San Juan County for Pack Creek Watershed Protection. Mack McDonald, Chief Administrative Officer

Time Stamp (0:30:49 audio & 0:32:49 video)

Mack presented the contract with Redoubt Restoration for the commission to review and approve.

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

14. Consideration and Approval of an Interlocal Agreement Between San Juan County and San Juan School District for Participation in the School District's Emergency Medical Technician Program. Mack McDonald, Chief Administrative Officer

Time Stamp (0:43:43 audio & 0:45:33 video)

Mack presented the Interlocal agreement for the commission to review and approve. The agreement allows local high school students to "ride along" with current EMS staff.

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

PUBLIC HEARINGS

15. CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING ENTERING INTO AN PARTICIPATION AND REIMBURSEMENT AGREEMENT WITH THE PACK CREEK WATER COMPANY FOR A LOAN AND REIMBURSEMENT OF COUNTY FUNDS TO BE USED FOR THE LOCAL MATCH REQUIRED BY THE U.S. DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE FOR PACK CREEK COMMUNITY PROJECTS AS PART OF THE GRANT AWARD FOR THE SAN JUAN PACK CREEK EMERGENCY WATERSHED PROTECTION 2021 PROJECT FUNDING, Mack McDonald, Chief Administrative Officer

Time Stamp (0:50:48 audio & 0:52:48 video)

To Enter into the Public Hearing:

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

Mack presented the resolution agreement with the Pack Creek Water District for the commission to review and approve. The grant requires a 25% match from the community. The Water District agreed to provide part of the match for the grant/loan. The payback duration to the county for providing the loan to the Pack Creek Water District is 5 years.

Holly Sloan, the attorney representing the Pack Creek property owners, spoke graciously of the county for working with the Pack Creek Water District.

Motion to exit Public Hearing:

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

Motion to approve the resolution:

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

BOARD OF EQUALIZATION

16. Consideration and Approval for Board of Equalization Hearing Officer Recommendations. Lyman Duncan, County Clerk/Auditor, Rick Meyer and Randy Rarick Assessor

Time Stamp (1:03:49 audio & 1:05:49 video)

Motion to enter the Board of Equalization (BOE):

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

Rick Meyer, County Assessor, presented the BOE adjustments for the commission to review and approve.

Motion to Exit Board of Equalization:

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

Motion to approve BOE recommendations:

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

COMMISSION REPORTS

Time Stamp (1:13:48 audio & 1:15:48 video)

Commissioner Harvey spoke of attending the Utah Association of Counties (UAC) Fall Conference in Provo last week. He is very interested in the discussion regarding the housing crisis and solutions that might benefit the county. He was also interested in Artificial Intelligence (AI) and the chat-bots and how this might benefit the county residents. Opioid litigation was also discussed and the potential benefit that might come from a settlement. The Navajo Utah Commission meeting was today, and one recommendation was seeking funding for the Navajo Mountain Road.

Commissioner Adams spoke about the significant commitment from the state of Utah for paving and leveling the Red Mesa Road, McCracken Mesa, and the Aneth roads. He also mentioned the lawsuit with the federal government asking for the state to manage these lands. He requested an Amicus Brief from the county supporting this lawsuit. The Governor's Office has nominated Commissioner Adams to be on the UDOT commission. The CIB will meet in Salt Lake City next month. The new hospital in Monticello will have a groundbreaking ceremony next month.

Commissioner Stubbs spoke of attending the 1st Civics Day at USU for county high schools. She was pleased to be in attendance for the program and grateful for the presenters and mentioned that Senator Hinkins will be the concluding presenter. She mentioned that today is the anniversary for the signing of the US Constitution. She appreciated attending the recent UAC Fall Conference and was thankful for the valuable training she received in the breakout sessions.

ADJOURNMENT

Time Stamp (1:37:12 audio & 1:39:12 video)

Motion to adjourn:

Motion made by Commissioner Adams, Seconded by Commission Chair Harvey.

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

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
4 Rivers Equipment LLC	130161	4Rivers1660742	09/03/2024	09/05/2024	365.56		214412250 - Equipment Operation
4 Rivers Equipment LLC	130293	4RiversEquip167	09/16/2024	09/19/2024	319.63		214412250 - Equipment Operation
4 Rivers Equipment LLC	130368	4Riverses168190	09/24/2024	09/26/2024	143.84		214412250 - Equipment Operation
					\$829.03		
Abbott Laboratories	130294	Abbott61902297	09/05/2024	09/19/2024	321.46		104679610 - State Alt Miscellaneous
					\$321.46		
Action Air Inc	130214	Actionair1940	09/12/2024	09/12/2024	2,350.00	Actionair1940	724167310 - Professional and Tech
					\$2,350.00		
Acumen Fiscal Agent LLC	130295	AcuFisAg57062	09/05/2024	09/19/2024	9,444.03		104685615 - VDHCDS Contracts
Acumen Fiscal Agent LLC	130295	AcuFisAgUT202	09/06/2024	09/19/2024	475.00		104685615 - VDHCDS Contracts
					\$9,919.03		
					\$9,919.03		
Adair, Todd	130369	toddadair092520	09/18/2024	09/26/2024	415.30		214414330 - Employee Education
					\$415.30		
Adams, Bruce	130370	BAdams0920202	09/20/2024	09/26/2024	943.15		104111230 - Commission Travel Exp
					\$943.15		
AJC Architects	130162	AJC Architects In	04/17/2024	09/05/2024	4,860.00		454166310 - Professional and Tech
AJC Architects	130162	AJCArchitects20	09/05/2024	09/05/2024	4,860.00	AJCArchitects2024-05.0101	454166310 - Professional and Tech
					\$9,720.00		
					\$9,720.00		
Allstate Insurance	130296	PR080424-662	08/09/2024	09/19/2024	475.56	Allstate Hospital Indemnity	102237000 - Allstate
Allstate Insurance	130296	PR080424-662	08/09/2024	09/19/2024	632.88	Allstate Critical Illness	102237000 - Allstate
Allstate Insurance	130296	PR080424-662	08/09/2024	09/19/2024	897.36	Allstate Accident	102237000 - Allstate
					\$2,005.80		
					\$2,005.80		
Amazon Capital Services	130163	amazon1V4J-33	09/04/2024	09/05/2024	45.68	amazon1V4J-33M6-6KCV	214412250 - Equipment Operation
Amazon Capital Services	130215	AmazonBus 19V	09/05/2024	09/12/2024	157.00		214412250 - Equipment Operation
Amazon Capital Services	130215	AmazonBus 1CF	09/04/2024	09/12/2024	250.55		214412250 - Equipment Operation
Amazon Capital Services	130215	AmazonBus 1J4	09/05/2024	09/12/2024	85.80		214412250 - Equipment Operation
					\$493.35		
Amazon Capital Services	130297	Amazaon19X633	09/04/2024	09/19/2024	43.76		214412250 - Equipment Operation
Amazon Capital Services	130297	Amazon1X64RL	09/12/2024	09/19/2024	132.44		214414240 - Office Expense
					\$176.20		
Amazon Capital Services	130371	Amazon14TY9R	09/20/2024	09/26/2024	61.89		104256250 - Weed Equipment Oper
Amazon Capital Services	130371	Amazon1W9X-C	09/24/2024	09/26/2024	407.07		214412250 - Equipment Operation
					\$468.96		
					\$1,184.19		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Amerigas Propane LP	130216	AmeriGas80604	08/28/2024	09/12/2024	84.97		104225270 - Fire/Rescue Utilities
					\$84.97		
Austin, Ann	130298	Annaustin09122	09/19/2024	09/19/2024	65.50	Annaustin09122024	104114620 - Plan/Zone Miscellaneo
					\$65.50		
Baker, Kimberlee	130372	KBaker0923202	09/24/2024	09/26/2024	159.00		264350330 - Employee Education
					\$159.00		
Ben Haws Hawaiian Catering	130164	BenHaws082820	09/05/2024	09/05/2024	288.00	BenHaws08282024	255012.620 - Local General Health
					\$288.00		
Benally, Rebecca M	130299	RB090524	09/05/2024	09/19/2024	37.33		255012.620 - Local General Health
					\$37.33		
Bishop Lifting	130300	BishopLiftingPS1	09/19/2024	09/19/2024	142.00	BishopLiftingPS100251112	214412250 - Equipment Operation
					\$142.00		
Blanding City	130165	blanding5517500	08/25/2024	09/05/2024	773.61		214414270 - Utilities
Blanding City	130165	blanding5517510	08/25/2024	09/05/2024	101.17		214414270 - Utilities
					\$874.78		
Blanding City	130217	Blanding City500	08/25/2024	09/12/2024	-577.06		264350270 - Utilities
Blanding City	130217	Blanding501640	08/25/2024	09/12/2024	820.17		724168270 - Utilities
Blanding City	130217	Blanding501820	08/25/2024	09/12/2024	143.12		104163270 - Blannex Utilities
					\$386.23		
					\$1,261.01		
Blomquist Hale Consulting Group I	130166	BlomquistHaleS	09/05/2024	09/05/2024	784.80	BlomquistHaleSEP24-6493	104965140 - Undistributed Other E
					\$784.80		
Blue Mountain Foods	130167	BMF01419099	09/05/2024	09/05/2024	3.69	BMF01419099	724581620 - Special Programs
Blue Mountain Foods	130167	BMF03388835	08/31/2024	09/05/2024	638.06		274230350 - Inmate Commissary Ex
					\$641.75		
Blue Mountain Foods	130218	BMF 01418134	08/28/2024	09/12/2024	17.22		104678323 - Home Deliv Meals - M
Blue Mountain Foods	130218	BMF01408667	08/19/2024	09/12/2024	7.58		104678323 - Home Deliv Meals - M
Blue Mountain Foods	130218	BMF02311867	08/20/2024	09/12/2024	3.79		104677323 - Congregate Meals - M
Blue Mountain Foods	130218	BMF02311871	08/20/2024	09/12/2024	11.37		104677323 - Congregate Meals - M
Blue Mountain Foods	130218	BMF02317557	08/26/2024	09/12/2024	74.39		104677323 - Congregate Meals - M
Blue Mountain Foods	130218	BMF02318803	08/27/2024	09/12/2024	4.90		104677323 - Congregate Meals - M
Blue Mountain Foods	130218	BMF02320937	08/29/2024	09/12/2024	14.99		104678323 - Home Deliv Meals - M
					\$134.24		
Blue Mountain Foods	130301	BMF01248449	09/06/2024	09/19/2024	9.42		104230350 - Jail State Prisoner Exp
Blue Mountain Foods	130301	BMF01424291	09/03/2024	09/19/2024	42.03		104230480 - Jail Kitchen Food
Blue Mountain Foods	130301	BMF01425545	09/04/2024	09/19/2024	17.88		104678323 - Home Deliv Meals - M
Blue Mountain Foods	130301	BMF01425605	09/04/2024	09/19/2024	7.98		104678323 - Home Deliv Meals - M

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Blue Mountain Foods	130301	BMF01425608	09/04/2024	09/19/2024	1.98		104230480 - Jail Kitchen Food
Blue Mountain Foods	130301	BMF01428449	09/06/2024	09/19/2024	9.42		104230350 - Jail State Prisoner Exp
Blue Mountain Foods	130301	BMF01432147	09/10/2024	09/19/2024	23.94		104678323 - Home Deliv Meals - M
Blue Mountain Foods	130301	BMF01433587	09/11/2024	09/19/2024	437.67		104230480 - Jail Kitchen Food
Blue Mountain Foods	130301	BMF02331669	09/10/2024	09/19/2024	53.02		104677325 - Congregate Meals - Bl
Blue Mountain Foods	130301	BMF02334201	09/13/2024	09/19/2024	11.27		104677323 - Congregate Meals - M
Blue Mountain Foods	130301	BMF03392183	09/04/2024	09/19/2024	14.86		104677323 - Congregate Meals - M
Blue Mountain Foods	130301	BMF03396757	09/09/2024	09/19/2024	362.40		274230350 - Inmate Commissary Ex
					\$991.87		
Blue Mountain Foods	130373	BMF01440378	09/17/2024	09/26/2024	6.47		104677323 - Congregate Meals - M
Blue Mountain Foods	130373	BMF01440954	09/18/2024	09/26/2024	3.68		104230480 - Jail Kitchen Food
Blue Mountain Foods	130373	BMF02337242	09/16/2024	09/26/2024	6.38		104230480 - Jail Kitchen Food
					\$16.53		
					\$1,784.39		
Blueline Services	130219	Blueline 74119	08/31/2024	09/12/2024	44.00		104134310 - Personnel Professional
					\$44.00		
Bluff Water Works	130220	BluffWaterSDI28	09/12/2024	09/12/2024	75.00		104225270 - Fire/Rescue Utilities
					\$75.00		
Bob Barker Company Inc.	130168	2056818	08/27/2024	09/05/2024	740.22		274230350 - Inmate Commissary Ex
Bob Barker Company Inc.	130168	bobbarker20578	09/05/2024	09/05/2024	96.18	bobbarker2057890	274230350 - Inmate Commissary Ex
					\$836.40		
Bob Barker Company Inc.	130374	BobBarkerINV20	09/13/2024	09/26/2024	247.20		274230350 - Inmate Commissary Ex
					\$1,083.60		
Bound Tree Medical LCC	130375	BoundTree85486	09/13/2024	09/26/2024	394.89		264350610 - Miscellaneous Supplie
					\$394.89		
Bradford Tire	130376	BradfordTire764	08/15/2024	09/26/2024	82.49		104210251 - Sheriff Gas, Oil and Gr
					\$82.49		
Brantley Distributing LLC.	130221	Brantley 242390	09/05/2024	09/12/2024	898.25		214412250 - Equipment Operation
Brantley Distributing LLC.	130302	Brantley2424037	09/05/2024	09/19/2024	287.20		214412250 - Equipment Operation
Brantley Distributing LLC.	130302	Brantley2424093	09/11/2024	09/19/2024	1,611.45		214412250 - Equipment Operation
					\$1,898.65		
Brantley Distributing LLC.	130377	brantley2424084	09/24/2024	09/26/2024	295.10		214412250 - Equipment Operation
					\$3,092.00		
Brooks, Shanon	130378	SBrooks0919202	09/19/2024	09/26/2024	50.00		724580620 - Miscellaneous Service
					\$50.00		
Bruckner's Truck & Equipment	130169	bruckners5616_	09/04/2024	09/05/2024	255.80	bruckners5616_07312024	214412250 - Equipment Operation
					\$255.80		

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
CAHC - Comfort at Home Care LL	130222	CAHC326	08/29/2024	09/12/2024	539.52		104684615 - Respite Contracts
CAHC - Comfort at Home Care LL	130222	CAHC326	08/29/2024	09/12/2024	740.00		104672615 - Acc Trans Contracts
CAHC - Comfort at Home Care LL	130222	CAHC326	08/29/2024	09/12/2024	2,976.00		104679615 - State Alt Contracts
					<u>\$4,255.52</u>		
					\$4,255.52		
Canon USA, Inc.	130303	Canon35169679	09/18/2024	09/19/2024	87.22	Canon35169679	104210240 - Sheriff Office Expense
					<u>\$87.22</u>		
					\$87.22		
Carr Printing Company Inc.	130170	CarrPrintN32305	08/30/2024	09/05/2024	570.05		104142310 - Clerk/Auditor Professio
Carr Printing Company Inc.	130379	CarrN32305	09/24/2024	09/26/2024	536.08		104142240 - Clerk/Auditor Office Ex
					<u>\$1,106.13</u>		
					\$1,106.13		
Cengage Learning Inc / Gale	130380	Cengage849484	08/23/2024	09/26/2024	342.43		724581480 - Collection Developmen
					<u>\$342.43</u>		
					\$342.43		
Certified Laboratories	130304	certilabs8833868	09/05/2024	09/19/2024	8,576.40		214412250 - Equipment Operation
					<u>\$8,576.40</u>		
					\$8,576.40		
Charm-Tex	130381	CharmTex03773	09/13/2024	09/26/2024	132.80		274230350 - Inmate Commissary Ex
Charm-Tex	130381	CharmTex03773	09/13/2024	09/26/2024	132.80		274230350 - Inmate Commissary Ex
Charm-Tex	130381	CharmTex03776	09/16/2024	09/26/2024	105.80		274230350 - Inmate Commissary Ex
Charm-Tex	130381	CharmTex03776	09/16/2024	09/26/2024	105.80		274230350 - Inmate Commissary Ex
					<u>\$477.20</u>		
					\$477.20		
Child Support Services	130223	PR090124-1117	09/06/2024	09/12/2024	425.42	Child Support	102229000 - Washington National P
Child Support Services	130382	PR091524-1117	09/20/2024	09/26/2024	425.42	Child Support C001392403 C001361546	102229000 - Washington National P
					<u>\$850.84</u>		
					\$850.84		
Cintas Corporation	130171	Cintas42031547	08/26/2024	09/05/2024	125.34		214414260 - Buildings and Grounds
Cintas Corporation	130171	Cintas42039343	09/05/2024	09/05/2024	51.67	Cintas4203934331	214414260 - Buildings and Grounds
Cintas Corporation	130171	Cintas42039343	09/05/2024	09/05/2024	76.30	Cintas4203934331	102229000 - Washington National P
					<u>\$253.31</u>		
Cintas Corporation	130224	Cintas42045831	09/10/2024	09/12/2024	49.04		214414260 - Buildings and Grounds
Cintas Corporation	130224	Cintas42045831	09/10/2024	09/12/2024	76.30		102229000 - Washington National P
					<u>\$125.34</u>		
					\$125.34		
Cintas Corporation	130305	Cintas42053052	09/16/2024	09/19/2024	49.04		214414260 - Buildings and Grounds
Cintas Corporation	130305	Cintas42053052	09/16/2024	09/19/2024	76.30		102229000 - Washington National P
					<u>\$125.34</u>		
					\$125.34		
Cintas Corporation	130383	cintas420604192	09/24/2024	09/26/2024	49.04		214414260 - Buildings and Grounds
Cintas Corporation	130383	cintas420604192	09/24/2024	09/26/2024	76.30		102229500 - Other Deductions Paya
					<u>\$125.34</u>		
					\$629.33		

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
City Center Sound and Stage (Just	130384	CCS&S123327	08/16/2024	09/26/2024	9,945.00		104620790 - Fair Capitol Expenditur
					\$9,945.00		
Clark, Sharmayne	130225	SClark09032024	09/03/2024	09/12/2024	560.00		104679615 - State Alt Contracts
					\$560.00		
Codale Electric Supply Inc.	130385	CodaleS008632	09/10/2024	09/26/2024	560.48		104620790 - Fair Capitol Expenditur
Codale Electric Supply Inc.	130385	CodaleS008632	09/20/2024	09/26/2024	17,762.28		104620790 - Fair Capitol Expenditur
					\$18,322.76		
					\$18,322.76		
Collins, Catherine	130226	C Collins083120	09/03/2024	09/12/2024	560.00		104679615 - State Alt Contracts
					\$560.00		
Cordova, Sergio	130306	SergioCordova0	09/19/2024	09/19/2024	80.00	SergioCordova09182024	214414480 - Special Department Su
					\$80.00		
Country Comfort Holdings LLC	130386	Country Comfort	08/13/2024	09/26/2024	1,422.00		104620240 - Fair Office Expense
					\$1,422.00		
Creswell, Lyn	130227	LynCreswell29A	09/12/2024	09/12/2024	14,923.57	LynCreswell29Aug2024	104126617 - Public Defender Admin
					\$14,923.57		
D.W.R. Help Stop Poaching	129688	DivsionWildlifeK	08/07/2024	09/18/2024	444.45		103511000 - Justice Court Fines
					\$444.45		
Dee, Elsie	130160	EDee09032024	09/04/2024	09/04/2024	1,177.99	EDee09032024	104173310 - Elections Professional
Dee, Elsie	130307	ElsieDee091620	09/16/2024	09/19/2024	2,084.49		104173310 - Elections Professional
					\$3,262.48		
DEFENDTEX USA	130387	DefendTex24071	09/24/2024	09/26/2024	1,195.00		104211610 - Task Force Miscellaneo
					\$1,195.00		
Department of Health	130228	DHHS 24FN000	05/09/2024	09/12/2024	118.00		255013.980 - Vital Statistics Intergov
					\$118.00		
Dept of Public Safety	130229	DeptPubSafety2	09/12/2024	09/12/2024	1,000.00	DeptPubSafety25H0000123	274230350 - Inmate Commissary Ex
					\$1,000.00		
Dominion Energy	130172	Dominion092218	09/05/2024	09/05/2024	7.16	Dominion0922180000_09052024	104620270 - Fair Utilities
Dominion Energy	130172	Dominion292218	09/05/2024	09/05/2024	7.16	Dominion2922180000_09022024	104161270 - Courthouse Utilities
Dominion Energy	130172	Dominion315386	09/05/2024	09/05/2024	98.60	Dominion3153860000_09052024	104165270 - Sheriff Annex Utilities
Dominion Energy	130172	Dominion492218	09/05/2024	09/05/2024	7.16	Dominion4922180000_09052024	104255270 - EOC Utilities
Dominion Energy	130172	Dominion606386	09/05/2024	09/05/2024	20.80	Dominion6063860000_09052024	104255270 - EOC Utilities
Dominion Energy	130172	Dominion635386	09/05/2024	09/05/2024	3,297.29	Dominion6353860000_09052024	104166270 - PS Bldg Utilities
Dominion Energy	130172	Dominion684386	09/05/2024	09/05/2024	22.00	Dominion6843860000_09052024	104161270 - Courthouse Utilities

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Dominion Energy	130172	Dominion762476	09/05/2024	09/05/2024	7.62	Dominion7624767442_09052024	104225270 - Fire/Rescue Utilities
Dominion Energy	130172	Dominion764386	09/05/2024	09/05/2024	139.14	Dominion7643860000_09052024	724167270 - Utilities
Dominion Energy	130172	Dominion847386	09/05/2024	09/05/2024	36.08	Dominion8473860000_09052024	264350270 - Utilities
					\$3,643.01		
Dominion Energy	130388	Dominion091920	09/19/2024	09/26/2024	44.51		214414270 - Utilities
					\$3,687.52		
Duncan, Lyman	130230	L Duncan 08262	08/26/2024	09/12/2024	224.75		104113230 - Admin Travel Expense
Duncan, Lyman	130389	LDuncan091820	09/18/2024	09/26/2024	88.00		104173230 - Elections Travel Expen
					\$312.75		
Earthgrains Baking Company	130231	Earthgrains8527	09/12/2024	09/12/2024	71.60	Earthgrains85272290004508	104230480 - Jail Kitchen Food
Earthgrains Baking Company	130308	Earthgrains8527	09/10/2024	09/19/2024	71.60		104230480 - Jail Kitchen Food
Earthgrains Baking Company	130390	Earthgrains8527	09/17/2024	09/26/2024	71.60		104230480 - Jail Kitchen Food
					\$214.80		
Emery Telcom	130173	EmeryT2278SZ1	09/05/2024	09/05/2024	2,042.94	EmeryT2278SZ10001061	104257615 - EOC Events Contracts
Emery Telcom	130173	EmeryT3431000	07/02/2024	09/05/2024	-192.75	EmeryT3431000_8012024	264350270 - Utilities
					\$1,850.19		
Emery Telcom	130309	EmeryT3324200	08/01/2024	09/19/2024	44.44		104210280 - Sheriff Telephone
Emery Telcom	130309	EmeryT3324200	08/01/2024	09/19/2024	79.95		104225270 - Fire/Rescue Utilities
Emery Telcom	130309	EmeryT3324200	08/01/2024	09/19/2024	79.95		574424270 - Utilities
Emery Telcom	130309	EmeryT3324200	08/01/2024	09/19/2024	84.95		104255270 - EOC Utilities
Emery Telcom	130309	EmeryT3324200	08/01/2024	09/19/2024	104.95		104163270 - Blannex Utilities
Emery Telcom	130309	EmeryT3324200	08/01/2024	09/19/2024	209.90		104672270 - Acc Trans Utilities
Emery Telcom	130309	EmeryT3324200	08/01/2024	09/19/2024	269.90		214414270 - Utilities
Emery Telcom	130309	EmeryT3324200	08/01/2024	09/19/2024	529.85		104151280 - IT Telephone
Emery Telcom	130309	EmeryT3609200	09/01/2024	09/19/2024	87.52		104230350 - Jail State Prisoner Exp
Emery Telcom	130309	EmeryTelecom9	09/01/2024	09/19/2024	107.77		104230350 - Jail State Prisoner Exp
Emery Telcom	130309	EmTel_988500_	09/01/2024	09/19/2024	107.77		104255270 - EOC Utilities
Emery Telcom	130309	EmTel3514200_	09/01/2024	09/19/2024	220.02		104672270 - Acc Trans Utilities
					\$1,926.97		
Emery Telcom	130391	EmeryTelcom36	09/12/2024	09/26/2024	84.95		104230350 - Jail State Prisoner Exp
Emery Telcom	130391	EmeryTelcom36	08/20/2024	09/26/2024	171.17		104230350 - Jail State Prisoner Exp
					\$256.12		
					\$4,033.28		
Empire Electric Assoc. Inc.	130174	empire25395_08	09/05/2024	09/05/2024	311.11		214414270 - Utilities
Empire Electric Assoc. Inc.	130232	Empire9579019_	08/28/2024	09/12/2024	227.97		104620270 - Fair Utilities
Empire Electric Assoc. Inc.	130232	Empire9579020_	08/28/2024	09/12/2024	412.01		104620270 - Fair Utilities
Empire Electric Assoc. Inc.	130232	Empire9579029_	08/28/2024	09/12/2024	195.42		104165270 - Sheriff Annex Utilities
					\$835.40		
Empire Electric Assoc. Inc.	130310	EEA25395_0912	09/12/2024	09/19/2024	1,172.88		214414270 - Utilities

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Empire Electric Assoc. Inc.	130310	Empire34846-09	09/05/2024	09/19/2024	167.15		104620270 - Fair Utilities
Empire Electric Assoc. Inc.	130310	empire34849_09	09/05/2024	09/19/2024	149.93		104620270 - Fair Utilities
					\$1,489.96		
Empire Electric Assoc. Inc.	130392	EEA09122024	09/12/2024	09/26/2024	4,500.76		104166270 - PS Bldg Utilities
					\$7,137.23		
Farmers Telecommunications Inc	130311	FarmTellInc0901	09/01/2024	09/19/2024	54.99		104225280 - Fire/Rescue Telephone
					\$54.99		
Fastenal Company	130175	FastenalCOBAY	09/04/2024	09/05/2024	439.30	FastenalCOBAY80597	214412250 - Equipment Operation
Fastenal Company	130233	Fastenal COBAY	09/05/2024	09/12/2024	264.94		214412250 - Equipment Operation
Fastenal Company	130312	FastenalCobay8	09/19/2024	09/19/2024	-1,283.38	FastenalCobay80626CR	214412250 - Equipment Operation
Fastenal Company	130312	FastenalCobay8	09/19/2024	09/19/2024	2,333.76	FastenalCobay80626	214412250 - Equipment Operation
Fastenal Company	130312	FastenalCOBAY	09/12/2024	09/19/2024	202.68		214412250 - Equipment Operation
Fastenal Company	130312	FastenalCOBAY	09/12/2024	09/19/2024	271.25		214412250 - Equipment Operation
					\$1,524.31		
					\$2,228.55		
Filterbuy	130393	FilterBuy736DF5	09/10/2024	09/26/2024	56.51		214414260 - Buildings and Grounds
Filterbuy	130393	FilterBuy736DF5	09/10/2024	09/26/2024	56.52		724167260 - Buildings and Grounds
Filterbuy	130393	FilterBuy736DF5	09/10/2024	09/26/2024	56.52		724168260 - Buildings and Grounds
Filterbuy	130393	FilterBuy736DF5	09/10/2024	09/26/2024	113.04		104161260 - Courthouse Buildings a
Filterbuy	130393	FilterBuy736DF5	09/10/2024	09/26/2024	113.04		104676260 - Senior Cit Buildings an
Filterbuy	130393	FilterBuy736DF5	09/10/2024	09/26/2024	169.56		104166260 - PS Bldg Buildings and
					\$565.19		
					\$565.19		
Fitzgerald Law Office LLC	130176	Fitzgerald122548	09/05/2024	09/05/2024	3,290.00	Fitzgerald1225481_082024	104126310 - Public Defender Profes
Fitzgerald Law Office LLC	130176	Fitzgerald12101	09/05/2024	09/05/2024	231.00	Fitzgerald1210133_082024	104126310 - Public Defender Profes
					\$3,521.00		
Fitzgerald Law Office LLC	130234	Fitzgerald07152	09/12/2024	09/12/2024	2,467.00	Fitzgerald07152024 Peabody	104126310 - Public Defender Profes
					\$5,988.00		
Four Corners Welding & Gas	130177	fourcorners3904	05/02/2024	09/05/2024	88.81		264350250 - Equipment Operation
Four Corners Welding & Gas	130177	fourcorners3908	08/29/2024	09/05/2024	139.62		264350250 - Equipment Operation
Four Corners Welding & Gas	130177	fourcorners3910	08/29/2024	09/05/2024	58.81		264350250 - Equipment Operation
Four Corners Welding & Gas	130177	fourcorners3915	08/29/2024	09/05/2024	83.81		264350250 - Equipment Operation
Four Corners Welding & Gas	130177	fourcorners3925	08/29/2024	09/05/2024	128.31		264350250 - Equipment Operation
Four Corners Welding & Gas	130177	fourcorners3927	08/29/2024	09/05/2024	121.28		264350250 - Equipment Operation
Four Corners Welding & Gas	130177	fourcornersGR00	08/29/2024	09/05/2024	273.00		264350250 - Equipment Operation
Four Corners Welding & Gas	130177	fourcornersGR00	09/04/2024	09/05/2024	37.00		574424610 - Miscellaneous Supplie
Four Corners Welding & Gas	130177	fourcornersGR00	09/05/2024	09/05/2024	98.00	fourcornersGR00190142	214412250 - Equipment Operation
					\$1,028.64		
Four Corners Welding & Gas	130313	FourCornersWel	09/12/2024	09/19/2024	73.81		264350610 - Miscellaneous Supplie

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Four Corners Welding & Gas	130313	FourCornWeldC	09/05/2024	09/19/2024	40.69		214412250 - Equipment Operation
					\$114.50		
					\$1,143.14		
Four States Tire & Service	130235	FourStates 3892	09/05/2024	09/12/2024	3,749.73		214412250 - Equipment Operation
Four States Tire & Service	130235	FourStates 3894	09/05/2024	09/12/2024	-11.20		214412250 - Equipment Operation
Four States Tire & Service	130235	FourStates 3894	09/05/2024	09/12/2024	424.76		214412250 - Equipment Operation
					\$4,163.29		
Four States Tire & Service	130314	FourStates38965	09/05/2024	09/19/2024	207.69		214412250 - Equipment Operation
Four States Tire & Service	130314	FourStates38966	09/03/2024	09/19/2024	3,106.92		214412250 - Equipment Operation
					\$3,314.61		
Four States Tire & Service	130394	fourstatestire389	09/24/2024	09/26/2024	3,044.54		214412250 - Equipment Operation
Four States Tire & Service	130394	fourstatestire390	09/24/2024	09/26/2024	859.96		214412250 - Equipment Operation
					\$3,904.50		
					\$11,382.40		
Freestone, Alan	130395	AFreestone09232	09/23/2024	09/26/2024	114.00		104210230 - Sheriff Travel Expense
					\$114.00		
Garcia, Thomas	130315	thomasgarcia091	09/19/2024	09/19/2024	396.50	thomasgarcia09112024	104114620 - Plan/Zone Miscellaneo
Garcia, Thomas	130315	thomasgarcia091	09/19/2024	09/19/2024	115.50	thomasgarcia09122024	104114620 - Plan/Zone Miscellaneo
					\$512.00		
					\$512.00		
Grand County Emergency Medical	130396	GrandCountyEM	09/23/2024	09/26/2024	20.00		264350610 - Miscellaneous Supplie
					\$20.00		
Grayson General Store	130316	GraysonGen091	09/18/2024	09/19/2024	86.49	GraysonGen09132024	104210480 - Sheriff Special Depart
					\$86.49		
Green, Kelly	130397	KGreen0919202	09/19/2024	09/26/2024	50.00		724580620 - Miscellaneous Service
					\$50.00		
Halls, Craig C.	130236	CraigHalls9992	09/12/2024	09/12/2024	447.00	CraigHalls9992	104126615 - Public Defender Contr
					\$447.00		
Hansen Planning Group	130398	HansenPlan0911	09/11/2024	09/26/2024	8,400.00		104850623 - Special Proj UNRF Pro
					\$8,400.00		
Haun-Storland, Marjorie	130399	MHarunStorland	09/19/2024	09/26/2024	50.00		724580620 - Miscellaneous Service
					\$50.00		
Hazleton, Lyon W. II	130400	LyonHazelton09	09/24/2024	09/26/2024	480.80		104122230 - Justice Court Travel Ex
					\$480.80		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
HealthEquity Inc.	EFT	bbsy85r	09/09/2024	09/26/2024	121.80	Monthly Fees	104965133 - Undistributed HSA Con
HealthEquity Inc.	EFT	PR090124-4210	09/06/2024	09/09/2024	6,439.20	Health Saving Account Contributions	102228000 - HSA
HealthEquity Inc.	EFT	PR090124-4210	09/09/2024	09/09/2024	191.67	Health Saving Account Contributions	102228000 - HSA
HealthEquity Inc.	EFT	PR091524-4210	09/20/2024	09/20/2024	6,630.87	Health Saving Account Contributions	102228000 - HSA
HealthEquity Inc.	EFT	PR091624-4210	09/20/2024	09/20/2024	832.18	Health Saving Account Contributions	102228000 - HSA
					\$14,215.72		
HealthEquity Inc.	ET	PR090224-4210	09/06/2024	09/09/2024	832.18	Health Saving Account Contributions	102228000 - HSA
					\$15,047.90		
Holland Equipment Company	130178	holland32720	09/04/2024	09/05/2024	362.46	holland32720	214412250 - Equipment Operation
Holland Equipment Company	130178	holland32779	09/04/2024	09/05/2024	250.05	holland32779	214412250 - Equipment Operation
					\$612.51		
Huckabay, Marlene	130401	MHuckabay0919	09/19/2024	09/26/2024	50.00		724580620 - Miscellaneous Service
					\$50.00		
Hutton Broadcasting	130402	HuttonBroadcasti	08/31/2024	09/26/2024	1,100.00		104620220 - Fair Public Notices
Hutton Broadcasting	130402	HuttonBroadcasti	08/31/2024	09/26/2024	429.00		104620220 - Fair Public Notices
					\$1,529.00		
					\$1,529.00		
ImageNet Consulting LLC	130179	imagenet101500	08/29/2024	09/05/2024	32.02		214414240 - Office Expense
ImageNet Consulting LLC	130179	Imagenet101685	09/05/2024	09/05/2024	68.46	Imagenet1016857	104150240 - Non-Dept Office Expen
					\$100.48		
ImageNet Consulting LLC	130317	ImagenetLease0	09/18/2024	09/19/2024	1,282.58	Equipment Lease Printer	101511003 - Unreconciled EFT Pay
ImageNet Consulting LLC	130317	RI0908241	09/08/2024	09/19/2024	167.54	Lease Payment	101511003 - Unreconciled EFT Pay
					\$1,450.12		
ImageNet Consulting LLC	130403	ImageNet103503	09/17/2024	09/26/2024	92.95		724581250 - Computer Maintenanc
ImageNet Consulting LLC	130403	ImageNet103513	09/17/2024	09/26/2024	315.79		104150310 - Non-Dept Professional
ImageNet Consulting LLC	130403	ImageNet103702	09/18/2024	09/26/2024	39.58		104134240 - Personnel Office Expe
ImageNet Consulting LLC	130403	ImageNetINV103	09/19/2024	09/26/2024	91.58		104230310 - Jail Professional and T
					\$539.90		
					\$2,090.50		
IML Security Supply	130237	IML4228882	09/09/2024	09/12/2024	189.48		104225260 - Fire/Rescue Buildings
					\$189.48		
Inmate Calling Solutions	130238	iCSolutions0831	09/12/2024	09/12/2024	4,988.42	iCSolutions08312024	274230350 - Inmate Commissary Ex
					\$4,988.42		
Inn at the Canyons	130318	InnCanyons3627	09/01/2024	09/19/2024	162.85		264350230 - Travel Expense
Inn at the Canyons	130404	Innathe Canyon	08/09/2024	09/26/2024	505.41		104620240 - Fair Office Expense
Inn at the Canyons	130404	InnatheCanyons	08/09/2024	09/26/2024	4,045.42		104620240 - Fair Office Expense
					\$4,550.83		
					\$4,713.68		

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Intermountain Health Care	130239	IHC1461269835	09/06/2024	09/12/2024	174.00		255400.310 - Cancer Screening Pro
					\$174.00		
IRS - EFTPS	EFT	PR091524-575	09/20/2024	09/27/2024	9,073.36	Medicare Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR091524-575	09/20/2024	09/27/2024	22,247.34	Federal Income Tax	102222000 - Federal Tax W/H Paya
IRS - EFTPS	EFT	PR091524-575	09/20/2024	09/27/2024	38,796.60	Social Security Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR091624-575	09/20/2024	09/27/2024	1,194.18	Medicare Tax	102221000 - FICA Payable
IRS - EFTPS	EFT	PR091624-575	09/20/2024	09/27/2024	3,007.87	Federal Income Tax	102222000 - Federal Tax W/H Paya
IRS - EFTPS	EFT	PR091624-575	09/20/2024	09/27/2024	5,105.98	Social Security Tax	102221000 - FICA Payable
					\$79,425.33		
					\$79,425.33		
J.M. Custom & Industrial	130240	JMCustom5625	09/12/2024	09/12/2024	21.91	JMCustom5625	214412250 - Equipment Operation
					\$21.91		
Jackson Group Peterbilt	130180	jacksongroup249	08/29/2024	09/05/2024	95.10		214412250 - Equipment Operation
Jackson Group Peterbilt	130405	jacksongroup250	09/24/2024	09/26/2024	4,399.55		214412250 - Equipment Operation
Jackson Group Peterbilt	130405	jacksongroup250	09/24/2024	09/26/2024	558.20		214412250 - Equipment Operation
Jackson Group Peterbilt	130405	jacksongroup250	09/24/2024	09/26/2024	148.32		214412250 - Equipment Operation
					\$5,106.07		
					\$5,201.17		
JB Restoration & Fabrication	130241	JBRest&Fab 416	09/05/2024	09/12/2024	345.00		214412250 - Equipment Operation
JB Restoration & Fabrication	130319	JBRest4170	09/11/2024	09/19/2024	325.00		214412250 - Equipment Operation
JB Restoration & Fabrication	130319	JBRest4172	09/11/2024	09/19/2024	400.00		214412250 - Equipment Operation
					\$725.00		
					\$1,070.00		
JCI Billing Services	130320	JCIBilling382	09/16/2024	09/19/2024	1,400.00		264350310 - Professional and Tech
					\$1,400.00		
Jim, Rueben	130242	R Jim 09092024	09/09/2024	09/12/2024	100.00		214414480 - Special Department Su
					\$100.00		
Kaibeto Market	130243	KaibetoMarket66	08/28/2024	09/12/2024	265.57		104676915 - Senior Cit Contribution
Kaibeto Market	130406	KaibetoMarket_2	09/17/2024	09/26/2024	367.99		104676915 - Senior Cit Contribution
					\$633.56		
Kenworth Sales Company	130407	kenworth005P15	09/24/2024	09/26/2024	767.69		214412250 - Equipment Operation
					\$767.69		
Kilgore Companies LLC	130244	Kilgore 1372685	09/05/2024	09/12/2024	2,203.75		214414410 - Road Supplies
Kilgore Companies LLC	130244	Kilgore 1388983	09/09/2024	09/12/2024	1,791.25		214414410 - Road Supplies
					\$3,995.00		
					\$3,995.00		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Kirkwood, Joe	130181	Matcotools2514	07/31/2024	09/05/2024	2,519.96		214412250 - Equipment Operation
Kirkwood, Joe	130245	MatcoTools0828	08/28/2024	09/12/2024	39.14		214412250 - Equipment Operation
Kirkwood, Joe	130408	matco3520	09/25/2024	09/26/2024	67.15		214412250 - Equipment Operation
Kirkwood, Joe	130408	matco3600	09/25/2024	09/26/2024	35.00		214412250 - Equipment Operation
					\$102.15		
					\$2,661.25		
L3Harris Technologies, Inc.	130182	L3Harris9343726	09/05/2024	09/05/2024	819.00	L3Harris93437268	104210250 - Sheriff Equipment Ope
					\$819.00		
Lacy, Lehi	130409	LLacy09232024	09/25/2024	09/26/2024	270.00		104210230 - Sheriff Travel Expense
					\$270.00		
Larry H. Miller	130246	LHM2208229W	08/19/2024	09/12/2024	333.24		214412250 - Equipment Operation
Larry H. Miller	130246	LHM2208835W	08/21/2024	09/12/2024	86.91		214412250 - Equipment Operation
Larry H. Miller	130246	LHM238746C	08/21/2024	09/12/2024	283.37		214412250 - Equipment Operation
					\$703.52		
Larry H. Miller	130410	larryhmillr22143	09/25/2024	09/26/2024	326.30		214412250 - Equipment Operation
Larry H. Miller	130410	larryhmillr22153	09/25/2024	09/26/2024	397.13		214412250 - Equipment Operation
					\$723.43		
Larry H. Miller	130411	larryhmillr19466	09/25/2024	09/26/2024	190.00		214412250 - Equipment Operation
					\$1,616.95		
Laws, James	130247	J Law 09052024	09/05/2024	09/12/2024	159.00		264350310 - Professional and Tech
					\$159.00		
Laws, Nolan	130183	NolanLaws0903	09/05/2024	09/05/2024	145.00	NolanLaws09032024	104230230 - Jail Travel Expense
Laws, Nolan	130248	NolanLaws0905	09/06/2024	09/12/2024	116.00		104230230 - Jail Travel Expense
Laws, Nolan	130248	NolanLaws0906	09/12/2024	09/12/2024	116.00	NolanLaws09062024	104230230 - Jail Travel Expense
					\$232.00		
Laws, Nolan	130412	NLaws09202024	09/25/2024	09/26/2024	145.00		104230230 - Jail Travel Expense
Laws, Nolan	130412	NolanLaws0913	09/13/2024	09/26/2024	145.00		104230230 - Jail Travel Expense
					\$290.00		
					\$667.00		
Leiby, Sara	130413	SLeiby091924	09/26/2024	09/26/2024	150.00		264350330 - Employee Education
					\$150.00		
Life-Assist Inc.	130321	LifeAssist150971	09/18/2024	09/19/2024	976.30	LifeAssist1509710	264350610 - Miscellaneous Supplie
					\$976.30		
Lincoln National Life Insurance Co	130367	LincFin09202024	09/20/2024	09/24/2024	-18,845.87		102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	Lincoln082024	08/31/2024	09/24/2024	7,135.26		102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR060924-3938	06/14/2024	09/24/2024	839.26	Long Term Disability	102236000 - Lincoln Financial

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Lincoln National Life Insurance Co	130367	PR060924-3938	06/14/2024	09/24/2024	2,952.88	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR061024-3938	06/14/2024	09/24/2024	134.42	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR061024-3938	06/14/2024	09/24/2024	287.91	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR062324-3938	06/27/2024	09/24/2024	809.50	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR062324-3938	06/27/2024	09/24/2024	1,413.70	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR062424-3938	06/27/2024	09/24/2024	68.35	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR062424-3938	06/27/2024	09/24/2024	135.80	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR070724-3938	07/12/2024	09/24/2024	825.26	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR070724-3938	07/12/2024	09/24/2024	3,008.27	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR070724-3938	07/26/2024	09/24/2024	-52.80	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR070824-3938	07/12/2024	09/24/2024	134.58	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR070824-3938	07/12/2024	09/24/2024	264.58	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR072124-3938	07/26/2024	09/24/2024	883.35	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR072124-3938	07/26/2024	09/24/2024	1,340.60	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR072224-3938	07/26/2024	09/24/2024	61.05	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR072224-3938	07/26/2024	09/24/2024	134.53	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR080424-3938	08/09/2024	09/24/2024	808.48	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR080424-3938	08/09/2024	09/24/2024	2,877.10	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR080424-3938	08/12/2024	09/24/2024	13.15	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR080424-3938	08/12/2024	09/24/2024	37.84	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR080524-3938	08/09/2024	09/24/2024	128.79	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR080524-3938	08/09/2024	09/24/2024	264.58	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR081824-3938	08/23/2024	09/24/2024	866.12	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR081824-3938	08/23/2024	09/24/2024	1,333.60	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR081924-3938	08/23/2024	09/24/2024	61.05	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR081924-3938	08/23/2024	09/24/2024	132.66	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR090124-3938	09/06/2024	09/24/2024	853.30	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR090124-3938	09/06/2024	09/24/2024	2,839.65	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR090124-3938	09/09/2024	09/24/2024	6.92	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR090124-3938	09/09/2024	09/24/2024	16.03	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR090224-3938	09/06/2024	09/24/2024	132.14	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR090224-3938	09/06/2024	09/24/2024	264.58	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR091524-3938	09/20/2024	09/24/2024	809.03	Long Term Disability	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR091524-3938	09/20/2024	09/24/2024	1,316.50	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR091624-3938	09/20/2024	09/24/2024	61.05	Lincoln Financial	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	130367	PR091624-3938	09/20/2024	09/24/2024	129.28	Long Term Disability	102236000 - Lincoln Financial
					\$14,482.48		
					\$14,482.48		
Long, Roxy	130249	RoxyLong09042	09/04/2024	09/12/2024	1,035.00		104230312 - Jail Medical Expenses
					\$1,035.00		
Lynn, Heather	130414	HLynn09192024	09/19/2024	09/26/2024	50.00		724580620 - Miscellaneous Service
					\$50.00		
Main Street Drug and Boutique	130184	Main Street Drug	08/28/2024	09/05/2024	15.81		104230312 - Jail Medical Expenses
Main Street Drug and Boutique	130322	ccMainstreetdrug	09/08/2024	09/19/2024	18.88	Mainstreetdrug30294	104230312 - Jail Medical Expenses

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Main Street Drug and Boutique	130322	Mainstreetdrug2	09/08/2024	09/19/2024	7.46	Mainstreetdrug24253	104230312 - Jail Medical Expenses
Main Street Drug and Boutique	130322	Mainstreetdrug2	09/08/2024	09/19/2024	16.95	Mainstreetdrug25329	104230312 - Jail Medical Expenses
Main Street Drug and Boutique	130322	Mainstreetdrug2	09/08/2024	09/19/2024	26.03	Mainstreetdrug25354	104230312 - Jail Medical Expenses
Main Street Drug and Boutique	130322	Mainstreetdrug2	09/08/2024	09/19/2024	6.71	Mainstreetdrug25426	104230312 - Jail Medical Expenses
Main Street Drug and Boutique	130322	Mainstreetdrug2	09/08/2024	09/19/2024	50.85	Mainstreetdrug28574	104230312 - Jail Medical Expenses
Main Street Drug and Boutique	130322	Mainstreetdrug3	09/08/2024	09/19/2024	76.75	Mainstreetdrug30226	104230312 - Jail Medical Expenses
Main Street Drug and Boutique	130322	Mainstreetdrug3	09/08/2024	09/19/2024	37.80	Mainstreetdrug30918	104230312 - Jail Medical Expenses
Main Street Drug and Boutique	130322	MainStreetDrug3	09/11/2024	09/19/2024	46.72		104230312 - Jail Medical Expenses
Main Street Drug and Boutique	130322	MainStreetDrug3	09/12/2024	09/19/2024	8.27		104230312 - Jail Medical Expenses
					\$296.42		
Main Street Drug and Boutique	130415	MainStreetDrug3	09/17/2024	09/26/2024	68.14		104230312 - Jail Medical Expenses
Main Street Drug and Boutique	130415	MainStreetDrug3	09/25/2024	09/26/2024	37.07		104230312 - Jail Medical Expenses
Main Street Drug and Boutique	130415	MainStreetDrug3	09/25/2024	09/26/2024	5.00		104230312 - Jail Medical Expenses
					\$110.21		
					\$422.44		
Martin, Denise	130323	DeniseMartin091	09/18/2024	09/19/2024	320.00	DeniseMartin09122024	104145310 - Attorney Professional a
					\$320.00		
McDonald, Trey	130250	TMcDonald0909	09/12/2024	09/12/2024	112.00	TMcDonald09092024	104211230 - Task Force Travel Expe
					\$112.00		
McNeely, Jerry	130185	mcneelyjerry090	09/03/2024	09/05/2024	1,500.00		104111310 - Commission Profession
					\$1,500.00		
MediVista Media LLC	130251	MediVista 20242	09/01/2024	09/12/2024	297.00		255007.210 - Indirect Admin Subscri
					\$297.00		
Mexican Hat Special Serv Dist.	130416	MexicanHatSSD	09/10/2024	09/26/2024	66.93		104225270 - Fire/Rescue Utilities
					\$66.93		
Meyer, Rick	130252	rmeyer08302024	09/12/2024	09/12/2024	2,159.29	rmeyer08302024	104146230 - Assessor Travel Expen
					\$2,159.29		
MHL Systems	130417	MHLblades2024	09/18/2024	09/26/2024	1,067.90		214412250 - Equipment Operation
					\$1,067.90		
Monticello City	130253	MontCity 195461	08/31/2024	09/12/2024	100.00		104672270 - Acc Trans Utilities
Monticello City	130253	Monticello08312	08/31/2024	09/12/2024	61.79		104620270 - Fair Utilities
Monticello City	130253	Monticello08312	08/31/2024	09/12/2024	83.23		104165270 - Sheriff Annex Utilities
Monticello City	130253	Monticello08312	08/31/2024	09/12/2024	264.56		104161270 - Courthouse Utilities
					\$509.58		
					\$509.58		
Monticello Mercantile	130186	Monticello Merc	08/28/2024	09/05/2024	53.46		104210250 - Sheriff Equipment Ope
Monticello Mercantile	130186	Monticello Merca	08/23/2024	09/05/2024	18.99		264350260 - Buildings and Grounds
					\$72.45		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Monticello Mercantile	130254	MercC320972	09/05/2024	09/12/2024	18.85		104166260 - PS Bldg Buildings and
Monticello Mercantile	130254	MercC327315	09/11/2024	09/12/2024	40.84		104166260 - PS Bldg Buildings and
Monticello Mercantile	130254	MercC330363	08/30/2024	09/12/2024	51.91		104161260 - Courthouse Buildings a
Monticello Mercantile	130254	MercC330860	09/04/2024	09/12/2024	22.92		104166260 - PS Bldg Buildings and
Monticello Mercantile	130254	MercC330872	09/04/2024	09/12/2024	24.99		104166260 - PS Bldg Buildings and
Monticello Mercantile	130254	MercC331427	09/10/2024	09/12/2024	24.87		104166260 - PS Bldg Buildings and
Monticello Mercantile	130254	MercC331487	09/10/2024	09/12/2024	81.46		104161260 - Courthouse Buildings a
Monticello Mercantile	130254	MercC331597	09/11/2024	09/12/2024	4.99		104165260 - Sheriff Annex Buildings
Monticello Mercantile	130254	MercC331598	09/11/2024	09/12/2024	157.93		104166260 - PS Bldg Buildings and
Monticello Mercantile	130254	MercE33674	08/30/2024	09/12/2024	8.99		104166260 - PS Bldg Buildings and
Monticello Mercantile	130254	MonticelloMerc	09/05/2024	09/12/2024	3.30		214412250 - Equipment Operation
Monticello Mercantile	130254	MontMercC3299	08/26/2024	09/12/2024	73.99		104676610 - Senior Cit Miscellaneo
Monticello Mercantile	130254	MontMercC3303	08/30/2024	09/12/2024	9.29		104676610 - Senior Cit Miscellaneo
Monticello Mercantile	130254	MontMercC3307	09/03/2024	09/12/2024	9.28		104676610 - Senior Cit Miscellaneo
					\$533.61		
Monticello Mercantile	130325	MercC332067	09/16/2024	09/19/2024	7.49		104193240 - Visitor Serv Office Exp
Monticello Mercantile	130325	MercC332275	09/19/2024	09/19/2024	19.58	MercC332275	214412250 - Equipment Operation
Monticello Mercantile	130325	MontMercc3314	09/10/2024	09/19/2024	5.98		214412250 - Equipment Operation
Monticello Mercantile	130325	MontMercc3316	09/10/2024	09/19/2024	41.96		214412250 - Equipment Operation
					\$75.01		
Monticello Mercantile	130418	mercC321455	09/25/2024	09/26/2024	11.77		214412250 - Equipment Operation
Monticello Mercantile	130418	mercC323929	09/25/2024	09/26/2024	10.18		104242240 - Build Insp Office Expen
Monticello Mercantile	130418	mercC323984	09/25/2024	09/26/2024	69.90		104166260 - PS Bldg Buildings and
Monticello Mercantile	130418	mercC323985	09/25/2024	09/26/2024	3.99		104161260 - Courthouse Buildings a
Monticello Mercantile	130418	mercC325597	09/25/2024	09/26/2024	38.92		104161260 - Courthouse Buildings a
Monticello Mercantile	130418	mercC325653	09/25/2024	09/26/2024	32.76		104161260 - Courthouse Buildings a
Monticello Mercantile	130418	MercC325874	09/24/2024	09/26/2024	13.49		104146240 - Assessor Office Expen
Monticello Mercantile	130418	MercC327417	09/25/2024	09/26/2024	11.99		104166260 - PS Bldg Buildings and
Monticello Mercantile	130418	mercC331668	09/25/2024	09/26/2024	0.85		214412250 - Equipment Operation
Monticello Mercantile	130418	MercC332130	09/26/2024	09/26/2024	21.99		104161260 - Courthouse Buildings a
Monticello Mercantile	130418	MercC332311	09/26/2024	09/26/2024	6.99		104166260 - PS Bldg Buildings and
Monticello Mercantile	130418	mercC332351	09/26/2024	09/26/2024	13.49		104161260 - Courthouse Buildings a
Monticello Mercantile	130418	MercC332706	09/26/2024	09/26/2024	111.74		274230350 - Inmate Commissary Ex
Monticello Mercantile	130418	mercC332709	09/26/2024	09/26/2024	17.99		104166260 - PS Bldg Buildings and
Monticello Mercantile	130418	mercC332765	09/26/2024	09/26/2024	50.47		104166260 - PS Bldg Buildings and
Monticello Mercantile	130418	MercE33490	09/25/2024	09/26/2024	39.56		104166260 - PS Bldg Buildings and
Monticello Mercantile	130418	mercE33829	09/26/2024	09/26/2024	35.98		104161260 - Courthouse Buildings a
Monticello Mercantile	130418	MercStatement0	09/25/2024	09/26/2024	953.72	To be coded to the Fair	101511001 - Suspense
Monticello Mercantile	130418	MontMercC3321	09/17/2024	09/26/2024	24.47		104676610 - Senior Cit Miscellaneo
Monticello Mercantile	130418	MontMercC3321	09/17/2024	09/26/2024	10.28		104676610 - Senior Cit Miscellaneo
Monticello Mercantile	130418	MontMercC3323	09/19/2024	09/26/2024	8.49		104225260 - Fire/Rescue Buildings
					\$1,489.02		
					\$2,170.09		
Montrose Memorial Hospital	130419	MontroseRH224	09/24/2024	09/26/2024	266.00		255400.310 - Cancer Screening Pro
					\$266.00		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Montrose Radiology	130420	MontRadiology7	09/24/2024	09/26/2024	21.26		255400.310 - Cancer Screening Pro
					\$21.26		
Morris, Rose	130255	R Morris 090320	09/03/2024	09/12/2024	560.00		104679615 - State Alt Contracts
					\$560.00		
Motor Parts Company	130187	Motor Parts 5742	09/03/2024	09/05/2024	13.54		104210250 - Sheriff Equipment Ope
Motor Parts Company	130187	motorparts56532	08/27/2024	09/05/2024	38.86		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts56849	08/27/2024	09/05/2024	70.55		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts56916	08/29/2024	09/05/2024	15.28		104225250 - Fire/Rescue Equipmen
Motor Parts Company	130187	motorparts56922	08/27/2024	09/05/2024	10.70		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts57402	08/28/2024	09/05/2024	14.99		104256250 - Weed Equipment Oper
Motor Parts Company	130187	motorparts85716	08/27/2024	09/05/2024	19.20		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87065	08/14/2024	09/05/2024	32.10		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87066	08/14/2024	09/05/2024	31.90		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87071	08/14/2024	09/05/2024	293.90		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87074	08/15/2024	09/05/2024	9.01		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87080	08/15/2024	09/05/2024	150.16		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87080	08/15/2024	09/05/2024	26.03		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87104	08/19/2024	09/05/2024	317.68		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87119	08/21/2024	09/05/2024	354.72		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87120	08/21/2024	09/05/2024	7.19		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87123	08/21/2024	09/05/2024	79.74		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87126	08/22/2024	09/05/2024	589.21		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87127	08/22/2024	09/05/2024	39.87		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87133	08/22/2024	09/05/2024	-39.90		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87152	08/26/2024	09/05/2024	-36.00		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87157	08/26/2024	09/05/2024	11.44		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87164	08/27/2024	09/05/2024	106.94		214412250 - Equipment Operation
Motor Parts Company	130187	motorparts87166	08/27/2024	09/05/2024	375.58		214412250 - Equipment Operation
					\$2,532.69		
Motor Parts Company	130256	MotorParts 5730	09/05/2024	09/12/2024	26.83		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts 5740	09/05/2024	09/12/2024	264.70		214412250 - Equipment Operation
Motor Parts Company	130256	motorparts56353	01/11/2024	09/12/2024	1.25		104161260 - Courthouse Buildings a
Motor Parts Company	130256	motorparts56356	01/11/2024	09/12/2024	3.80		104161260 - Courthouse Buildings a
Motor Parts Company	130256	motorparts56613	03/20/2024	09/12/2024	18.29		104166260 - PS Bldg Buildings and
Motor Parts Company	130256	motorparts56614	03/20/2024	09/12/2024	2.63		104166260 - PS Bldg Buildings and
Motor Parts Company	130256	motorparts56634	03/25/2024	09/12/2024	3.59		104161260 - Courthouse Buildings a
Motor Parts Company	130256	motorparts56769	04/23/2024	09/12/2024	40.06		104166260 - PS Bldg Buildings and
Motor Parts Company	130256	motorparts56880	05/14/2024	09/12/2024	33.00		104166260 - PS Bldg Buildings and
Motor Parts Company	130256	motorparts56880	05/14/2024	09/12/2024	2.99		104166260 - PS Bldg Buildings and
Motor Parts Company	130256	Motorparts57165	07/11/2024	09/12/2024	84.92		104166260 - PS Bldg Buildings and
Motor Parts Company	130256	MotorParts57358	09/05/2024	09/12/2024	176.55		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57360	09/05/2024	09/12/2024	79.12		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57361	09/05/2024	09/12/2024	59.70		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57361	09/05/2024	09/12/2024	53.01		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57367	09/05/2024	09/12/2024	159.49		214412250 - Equipment Operation

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Motor Parts Company	130256	MotorParts57371	09/05/2024	09/12/2024	93.24		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57372	09/05/2024	09/12/2024	11.12		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57375	09/05/2024	09/12/2024	61.08		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57389	09/05/2024	09/12/2024	73.63		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57395	09/05/2024	09/12/2024	52.98		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57408	09/05/2024	09/12/2024	264.70		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57428	09/05/2024	09/12/2024	88.92		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57436	09/05/2024	09/12/2024	35.82		214412250 - Equipment Operation
Motor Parts Company	130256	MotorParts57604	09/10/2024	09/12/2024	21.61		104256250 - Weed Equipment Oper
					\$1,713.03		
Motor Parts Company	130326	MotorParts37228	09/05/2024	09/19/2024	39.99		214412250 - Equipment Operation
Motor Parts Company	130326	Motorparts57192	07/17/2024	09/19/2024	19.99		264350250 - Equipment Operation
Motor Parts Company	130326	MotorParts57426	09/03/2024	09/19/2024	109.74		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57434	09/04/2024	09/19/2024	6.16		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57453	09/09/2024	09/19/2024	24.98		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57455	09/12/2024	09/19/2024	177.36		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57462	09/10/2024	09/19/2024	12.42		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57465	09/10/2024	09/19/2024	107.33		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57466	09/10/2024	09/19/2024	10.20		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57466	09/10/2024	09/19/2024	2.30		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57471	09/11/2024	09/19/2024	23.61		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57471	09/11/2024	09/19/2024	8.41		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57472	09/11/2024	09/19/2024	171.95		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57476	09/11/2024	09/19/2024	68.84		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts57477	09/12/2024	09/19/2024	13.26		214412250 - Equipment Operation
Motor Parts Company	130326	Motorparts87134	08/22/2024	09/19/2024	44.88		574424610 - Miscellaneous Supplie
Motor Parts Company	130326	MotorParts87174	08/28/2024	09/19/2024	374.31		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts87174	08/28/2024	09/19/2024	7.00		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts87175	08/28/2024	09/19/2024	12.99		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts87180	08/29/2024	09/19/2024	8.54		214412250 - Equipment Operation
Motor Parts Company	130326	MotorParts87187	08/29/2024	09/19/2024	372.07		214412250 - Equipment Operation
Motor Parts Company	130326	Motorparts87311	09/17/2024	09/19/2024	256.87		574424610 - Miscellaneous Supplie
					\$1,873.20		
Motor Parts Company	130421	MotorParts57341	09/15/2024	09/26/2024	-343.90		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57468	09/25/2024	09/26/2024	25.59		214412250 - Equipment Operation
Motor Parts Company	130421	MotorParts57474	09/11/2024	09/26/2024	-27.00		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57478	09/25/2024	09/26/2024	21.72		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57480	09/25/2024	09/26/2024	29.10		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57481	09/25/2024	09/26/2024	20.74		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57482	09/25/2024	09/26/2024	79.56		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57483	09/25/2024	09/26/2024	45.84		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57496	09/25/2024	09/26/2024	14.43		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57497	09/25/2024	09/26/2024	127.28		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57502	09/25/2024	09/26/2024	11.62		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57505	09/25/2024	09/26/2024	322.54		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57505	09/25/2024	09/26/2024	25.99		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57506	09/25/2024	09/26/2024	177.36		214412250 - Equipment Operation

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Motor Parts Company	130421	motorparts57508	09/25/2024	09/26/2024	107.06		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts57514	09/25/2024	09/26/2024	26.99		214412250 - Equipment Operation
Motor Parts Company	130421	motorparts83730	09/25/2024	09/26/2024	1.26		574424250 - Equipment Operation
Motor Parts Company	130421	MotorParts87174	08/28/2024	09/26/2024	-54.00		214412250 - Equipment Operation
Motor Parts Company	130421	MotorParty87189	08/29/2024	09/26/2024	-1.33		214412250 - Equipment Operation
					\$610.85		
					\$6,729.77		
Motor Parts of Monticello	130188	motorparts57172	07/12/2024	09/05/2024	292.14		104225250 - Fire/Rescue Equipmen
					\$292.14		
Motorola Solutions	130327	Motorlla8230406	09/08/2024	09/19/2024	31,544.14		104230242 - Jail Software Maintena
					\$31,544.14		
Moulton, Mike	130189	MikeMoulton082	09/04/2024	09/05/2024	678.66	MikeMoulton08212024	255310.230 - PHEP Preparedness T
					\$678.66		
Mountainland Supply Co	130190	mountainlandS1	08/27/2024	09/05/2024	25.34		104220615 - Wild Fire Contracts
Mountainland Supply Co	130190	MountainlandS1	08/29/2024	09/05/2024	1,984.62		214412250 - Equipment Operation
					\$2,009.96		
Mountainland Supply Co	130257	mountainlandS1	08/06/2024	09/12/2024	108.55		104166260 - PS Bldg Buildings and
Mountainland Supply Co	130257	mountainlandS1	08/20/2024	09/12/2024	120.01		104166260 - PS Bldg Buildings and
					\$228.56		
Mountainland Supply Co	130328	MountainlandS1	09/16/2024	09/19/2024	496.15		214414410 - Road Supplies
Mountainland Supply Co	130422	MountainlandS1	09/25/2024	09/26/2024	5.16		104166260 - PS Bldg Buildings and
					\$2,739.83		
National Benefit Services LLC	130213	NBS CP389874	09/05/2024	09/11/2024	-2,474.12		102227000 - NBS - Health Care Rei
National Benefit Services LLC	130213	PR080424-2409	08/09/2024	09/11/2024	1,372.14	FSA - NBS	102227000 - NBS - Health Care Rei
National Benefit Services LLC	130213	PR080424-2409	08/12/2024	09/11/2024	266.66	FSA - NBS	102227000 - NBS - Health Care Rei
National Benefit Services LLC	130213	PR080524-2409	08/09/2024	09/11/2024	163.00	FSA - NBS	102227000 - NBS - Health Care Rei
National Benefit Services LLC	130213	PR081824-2409	08/23/2024	09/11/2024	1,638.80	FSA - NBS	102227000 - NBS - Health Care Rei
National Benefit Services LLC	130213	PR081924-2409	08/23/2024	09/11/2024	163.00	FSA - NBS	102227000 - NBS - Health Care Rei
					\$1,129.48		
National Benefit Services LLC	130292	NBSCP39874	08/31/2024	09/19/2024	-597.32		102227000 - NBS - Health Care Rei
National Benefit Services LLC	130292	PR090124-2409	09/06/2024	09/19/2024	1,563.80	FSA - NBS	102227000 - NBS - Health Care Rei
National Benefit Services LLC	130292	PR090224-2409	09/06/2024	09/19/2024	163.00	FSA - NBS	102227000 - NBS - Health Care Rei
					\$1,129.48		
National Benefit Services LLC	130423	NBSCP373989	09/26/2024	09/26/2024	889.30		102227000 - NBS - Health Care Rei
					\$3,148.26		
Navajo Sanitation	130329	NavSanInc12763	09/01/2024	09/19/2024	297.00		104672270 - Acc Trans Utilities
					\$297.00		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Navajo Tribal UtilityAuthority	130258	NTUA 35001500	08/22/2024	09/12/2024	4.53		214414270 - Utilities
Navajo Tribal UtilityAuthority	130258	NTUA 35015001	09/10/2024	09/12/2024	18.95		214414270 - Utilities
Navajo Tribal UtilityAuthority	130258	NTUA35001500	09/05/2024	09/12/2024	197.88		104574270 - TV Comm Utilities
Navajo Tribal UtilityAuthority	130258	NTUA35001500	09/05/2024	09/12/2024	14.89		104850270 - Special Proj Utilities
					\$236.25		
Navajo Tribal UtilityAuthority	130330	NTUA34001546	09/05/2024	09/19/2024	126.61		104225270 - Fire/Rescue Utilities
Navajo Tribal UtilityAuthority	130330	NTUA35001500	09/05/2024	09/19/2024	13.76		104850270 - Special Proj Utilities
Navajo Tribal UtilityAuthority	130330	NTUA35001500	09/05/2024	09/19/2024	49.75		104850730 - Special Proj Other Ope
Navajo Tribal UtilityAuthority	130330	NTUA35001500	09/05/2024	09/19/2024	6.02		104850730 - Special Proj Other Ope
Navajo Tribal UtilityAuthority	130330	NTUA35001500	09/05/2024	09/19/2024	5.92		104850730 - Special Proj Other Ope
					\$202.06		
Navajo Tribal UtilityAuthority	130424	NTUA32001613	09/19/2024	09/26/2024	385.06		104225270 - Fire/Rescue Utilities
Navajo Tribal UtilityAuthority	130424	NTUA36001378	09/25/2024	09/26/2024	176.09		104574270 - TV Comm Utilities
					\$561.15		
					\$999.46		
New Technology Solutions	130191	newtech7063	06/19/2024	09/05/2024	100.00		104225310 - Fire/Rescue Professio
New Technology Solutions	130259	newtech9020	09/04/2024	09/12/2024	100.00		104676310 - Senior Cit Professional
New Technology Solutions	130259	newtech9021	09/05/2024	09/12/2024	40.00		264350310 - Professional and Tech
New Technology Solutions	130259	newtech9022	08/27/2024	09/12/2024	16.25		104163310 - Blannex Professional a
New Technology Solutions	130259	newtech9022	08/27/2024	09/12/2024	16.25		104165310 - Sheriff Annex Professio
New Technology Solutions	130259	newtech9022	08/27/2024	09/12/2024	48.75		104166310 - PS Bldg Professional a
New Technology Solutions	130259	newtech9022	08/27/2024	09/12/2024	48.75		104166310 - PS Bldg Professional a
New Technology Solutions	130259	newtech9023	08/27/2024	09/12/2024	100.00		104225310 - Fire/Rescue Professio
New Technology Solutions	130259	newtech9024	08/27/2024	09/12/2024	23.75		724169310 - Professional and Tech
New Technology Solutions	130259	newtech9024	08/27/2024	09/12/2024	35.63		724168310 - Professional and Tech
New Technology Solutions	130259	newtech9024	08/27/2024	09/12/2024	54.62		724167310 - Professional and Tech
					\$484.00		
					\$584.00		
Nicholas & Company	130192	Nicholas 888512	09/05/2024	09/05/2024	670.84	Nicholas 8885125	104230480 - Jail Kitchen Food
Nicholas & Company	130260	Nich 8787709	06/06/2024	09/12/2024	530.30		104677328 - Congregate Meals - La
Nicholas & Company	130260	Nich 8787709	06/06/2024	09/12/2024	530.30		104678328 - Home Deliv Meals - La
Nicholas & Company	130260	Nich 8885129	08/29/2024	09/12/2024	941.28		104678325 - Home Deliv Meals - BI
Nicholas & Company	130260	Nich 8885129	08/29/2024	09/12/2024	941.29		104677325 - Congregate Meals - BI
Nicholas & Company	130260	Nich 8889044	09/02/2024	09/12/2024	565.12		104677323 - Congregate Meals - M
Nicholas & Company	130260	Nich 8889044	09/02/2024	09/12/2024	565.12		104678323 - Home Deliv Meals - M
Nicholas & Company	130260	Nich8893338	09/05/2024	09/12/2024	945.65		104678325 - Home Deliv Meals - BI
Nicholas & Company	130260	Nich8893338	09/05/2024	09/12/2024	945.66		104677325 - Congregate Meals - BI
Nicholas & Company	130260	Nicholas889333	09/05/2024	09/12/2024	543.13		104230480 - Jail Kitchen Food
					\$6,507.85		
Nicholas & Company	130331	Nich8897173	09/09/2024	09/19/2024	470.87		104677323 - Congregate Meals - M
Nicholas & Company	130331	Nich8897173	09/09/2024	09/19/2024	470.87		104678323 - Home Deliv Meals - M
Nicholas & Company	130331	Nich8897175	09/09/2024	09/19/2024	356.37		104678325 - Home Deliv Meals - BI
Nicholas & Company	130331	Nich8897175	09/09/2024	09/19/2024	356.38		104677325 - Congregate Meals - BI

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Nicholas & Company	130331	Nich8897176	09/09/2024	09/19/2024	509.38		104677329 - Congregate Meals - BI
Nicholas & Company	130331	Nich8897176	09/09/2024	09/19/2024	509.38		104678329 - Home Deliv Meals - BI
Nicholas & Company	130331	Nich8897178	09/09/2024	09/19/2024	299.27		104677328 - Congregate Meals - La
Nicholas & Company	130331	Nich8897178	09/09/2024	09/19/2024	299.27		104678328 - Home Deliv Meals - La
Nicholas & Company	130331	Nich8901817	09/12/2024	09/19/2024	220.81		104677328 - Congregate Meals - La
Nicholas & Company	130331	Nich8901817	09/12/2024	09/19/2024	457.89		104678325 - Home Deliv Meals - BI
Nicholas & Company	130331	Nich8901817	09/12/2024	09/19/2024	458.47		104677325 - Congregate Meals - BI
Nicholas & Company	130331	Nich8901820	09/12/2024	09/19/2024	92.64		104678325 - Home Deliv Meals - BI
Nicholas & Company	130331	Nicholas889716	09/09/2024	09/19/2024	1,372.50		104230480 - Jail Kitchen Food
Nicholas & Company	130331	Nicholas890181	09/12/2024	09/19/2024	923.83		104230480 - Jail Kitchen Food
					<u>\$6,797.93</u>		
Nicholas & Company	130425	Nicholas890573	09/16/2024	09/26/2024	1,263.72		104230480 - Jail Kitchen Food
Nicholas & Company	130425	Nicholas890574	09/16/2024	09/26/2024	465.29		104678323 - Home Deliv Meals - M
Nicholas & Company	130425	Nicholas890574	09/16/2024	09/26/2024	465.30		104677323 - Congregate Meals - M
Nicholas & Company	130425	Nicholas890574	09/16/2024	09/26/2024	300.95		104678325 - Home Deliv Meals - BI
Nicholas & Company	130425	Nicholas890574	09/16/2024	09/26/2024	300.96		104677325 - Congregate Meals - BI
Nicholas & Company	130425	Nicholas891035	09/25/2024	09/26/2024	916.37		104230480 - Jail Kitchen Food
Nicholas & Company	130425	Nicholas891412	09/25/2024	09/26/2024	1,539.23		104230480 - Jail Kitchen Food
					<u>\$5,251.82</u>		
					\$19,228.44		
Nichols, Chesy	130332	ChesyNichols9.1	09/18/2024	09/19/2024	270.00	ChesyNichols9.11.24	264350310 - Professional and Tech
Nichols, Chesy	130332	ChesyNichols9.1	09/18/2024	09/19/2024	500.00	ChesyNichols9.12.24	264350310 - Professional and Tech
					<u>\$770.00</u>		
Nichols, Chesy	130426	CNichols091720	09/17/2024	09/26/2024	4,138.43		264350310 - Professional and Tech
					<u>\$4,908.43</u>		
Nielson, Cody	130333	codynielson0911	09/19/2024	09/19/2024	208.98	codynielson09112024	104114620 - Plan/Zone Miscellaneo
Nielson, Cody	130333	codynielson0911	09/19/2024	09/19/2024	79.48	codynielson09112024_2	104114620 - Plan/Zone Miscellaneo
Nielson, Cody	130333	codynielson0912	09/19/2024	09/19/2024	79.48	codynielson09122024	104114620 - Plan/Zone Miscellaneo
					<u>\$367.94</u>		
					\$367.94		
NIMCO Inc	130261	NIMCO 530502	08/29/2024	09/12/2024	132.95		255065.480 - Tobacco Comprehensi
					<u>\$132.95</u>		
Noregon	130427	noregonS000382	09/25/2024	09/26/2024	1,999.00		214412250 - Equipment Operation
					<u>\$1,999.00</u>		
Northern Tool (use Blue Tarp Finan	130193	northerntool5395	08/24/2024	09/05/2024	949.99		214412250 - Equipment Operation
					<u>\$949.99</u>		
ODP Business Solutions LLC	130334	ODP366617583	09/08/2024	09/19/2024	32.40	ODP366617583001	104210250 - Sheriff Equipment Ope
					<u>\$32.40</u>		
Office Ally	130428	OfficeAllyMH344	08/31/2024	09/26/2024	40.90		104685615 - VDHCDs Contracts
					<u>\$40.90</u>		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Office Equipment Co. / Office Etc.	130429	OfficeEquipment	09/18/2024	09/26/2024	165.00		104150310 - Non-Dept Professional
					\$165.00		
Olsen, Avery	130430	AOlsen0923202	09/23/2024	09/26/2024	147.00		104211230 - Task Force Travel Expe
					\$147.00		
OTIS	130431	OtisSigSer10040	09/25/2024	09/26/2024	1,239.36		104166310 - PS Bldg Professional a
					\$1,239.36		
Packard Wholesale Co.	130194	Packard 300977	09/05/2024	09/05/2024	127.56	Packard 3009778	104678325 - Home Deliv Meals - BI
Packard Wholesale Co.	130194	Packard3006117	09/05/2024	09/05/2024	55.27	Packard3006117	104678325 - Home Deliv Meals - BI
Packard Wholesale Co.	130194	Packard3010809	07/19/2024	09/05/2024	108.29		104678325 - Home Deliv Meals - BI
Packard Wholesale Co.	130194	Packard3011295	06/26/2024	09/05/2024	179.53		104678323 - Home Deliv Meals - M
Packard Wholesale Co.	130194	Packard3013477	09/05/2024	09/05/2024	88.92	Packard3013477	104678325 - Home Deliv Meals - BI
Packard Wholesale Co.	130194	Packard3014384	08/20/2024	09/05/2024	-971.43	Packard3014384	104230480 - Jail Kitchen Food
Packard Wholesale Co.	130194	Packard3015430	09/05/2024	09/05/2024	136.02	Packard3015430	104678323 - Home Deliv Meals - M
Packard Wholesale Co.	130194	packard3015905	08/28/2024	09/05/2024	-168.80	packard3015905	104230480 - Jail Kitchen Food
Packard Wholesale Co.	130194	Packard3015911	09/05/2024	09/05/2024	65.07	Packard3015911	104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	130194	Packard3015930	09/05/2024	09/05/2024	240.90	Packard3015930	104230480 - Jail Kitchen Food
Packard Wholesale Co.	130194	Packard3015935	09/05/2024	09/05/2024	72.19	Packard3015935	104678323 - Home Deliv Meals - M
Packard Wholesale Co.	130194	Packard3015962	09/05/2024	09/05/2024	72.32	Packard3015962	574424240 - Office Expense
Packard Wholesale Co.	130194	Packard3015967	09/05/2024	09/05/2024	582.07	Packard3015967	104230350 - Jail State Prisoner Exp
					\$587.91		
Packard Wholesale Co.	130262	Packard3016484	09/04/2024	09/12/2024	147.59		104230480 - Jail Kitchen Food
Packard Wholesale Co.	130335	Pack3016478	09/04/2024	09/19/2024	30.45		104678323 - Home Deliv Meals - M
Packard Wholesale Co.	130335	Pack3016996	09/04/2024	09/19/2024	30.45		104677323 - Congregate Meals - M
Packard Wholesale Co.	130335	Packard3015422	09/08/2024	09/19/2024	31.10	Packard3015422	104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	130335	Packard3015424	09/08/2024	09/19/2024	140.88	Packard3015424	104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	130335	Packard3015428	09/08/2024	09/19/2024	191.61	Packard3015428	104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	130335	Packard3015466	09/08/2024	09/19/2024	352.98	Packard3015466	104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	130335	Packard3016470	09/04/2024	09/19/2024	420.67		104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	130335	Packard3016488	09/04/2024	09/19/2024	582.46		104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	130335	Packard3016967	09/11/2024	09/19/2024	154.79		104230350 - Jail State Prisoner Exp
					\$1,935.39		
Packard Wholesale Co.	130432	Packard3017006	09/25/2024	09/26/2024	47.10		724168260 - Buildings and Grounds
Packard Wholesale Co.	130432	Packard3017456	09/18/2024	09/26/2024	859.99		104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	130432	Packard3017504	09/18/2024	09/26/2024	352.98		104230350 - Jail State Prisoner Exp
Packard Wholesale Co.	130432	Packard3017511	09/18/2024	09/26/2024	172.99		104678323 - Home Deliv Meals - M
					\$1,433.06		
					\$4,103.95		
Palmer, Payton	130263	PPalmer090920	09/09/2024	09/12/2024	112.00		104211230 - Task Force Travel Expe
					\$112.00		
Pearson, Glenis	130336	GPearson09172	09/17/2024	09/19/2024	29.99		104143240 - Treasurer Office Expen
					\$29.99		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
PEHP	130433	PEHP406391	09/19/2024	09/26/2024	213,468.72		102226000 - Health Insurance
					\$213,468.72		
Phoenix International Publishing M	130264	PhoenixInt08152	08/15/2024	09/12/2024	4,095.00		104193920 - Visitor Serv Grants
					\$4,095.00		
Pitney Bowes	130337	PitneyBowes080	09/08/2024	09/19/2024	506.21	PitneyBowes08042024	104230241 - Jail Postage
Pitney Bowes	130434	PitneyBowes070	09/16/2024	09/26/2024	506.41		104230241 - Jail Postage
					\$1,012.62		
Points Consulting	130338	PointsConINV04	08/28/2024	09/19/2024	1,434.00		104192920 - Econ Dev Grants
					\$1,434.00		
Pugh, Delton	130265	D Pugh 0904202	09/04/2024	09/12/2024	54.00		104671230 - Area Plan Travel Expe
					\$54.00		
Quadient Inc	130435	Quadient312465	09/25/2024	09/26/2024	4,000.00		104173240 - Elections Office Expen
					\$4,000.00		
Redd Mechanical	130436	ReddMechanical	09/26/2024	09/26/2024	146,000.00		454161725 - Building Improvements
					\$146,000.00		
Redd's Ace Hardware	130195	Redd's Ace 9025	08/29/2024	09/05/2024	339.99		104230480 - Jail Kitchen Food
Redd's Ace Hardware	130195	Redds889885	01/05/2024	09/05/2024	65.27		104225260 - Fire/Rescue Buildings
Redd's Ace Hardware	130195	Redds892414	02/06/2024	09/05/2024	21.19		104161260 - Courthouse Buildings a
Redd's Ace Hardware	130195	redds902308	08/26/2024	09/05/2024	398.00		214412250 - Equipment Operation
Redd's Ace Hardware	130195	Redds902829	09/05/2024	09/05/2024	28.74	Redds902829	574424240 - Office Expense
					\$853.19		
Redd's Ace Hardware	130266	redds896081	09/12/2024	09/12/2024	17.99	redds896081	574424240 - Office Expense
Redd's Ace Hardware	130266	redds902144	08/22/2024	09/12/2024	42.99		104161260 - Courthouse Buildings a
Redd's Ace Hardware	130266	redds902553	08/29/2024	09/12/2024	23.48		104166260 - PS Bldg Buildings and
Redd's Ace Hardware	130266	redds902735	09/03/2024	09/12/2024	19.99		104161260 - Courthouse Buildings a
Redd's Ace Hardware	130266	redds903000	09/09/2024	09/12/2024	18.97		104166260 - PS Bldg Buildings and
Redd's Ace Hardware	130266	ReddsACE9021	08/22/2024	09/12/2024	67.96		104676610 - Senior Cit Miscellaneo
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	-15.99	896042	264350250 - Equipment Operation
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	-11.12	D48395	104161250 - Courthouse Equipment
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	-0.80	892414	214414250 - Equipment Operation
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	-0.20	E01669	574424250 - Equipment Operation
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	13.18	901589	724167250 - Equipment Operation
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	17.85	899585	254310610 - Miscellaneous Supplie
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	18.36	897723	104161250 - Courthouse Equipment
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	19.99	900964	574424250 - Equipment Operation
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	25.96	892407	214414250 - Equipment Operation
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	38.99	897310	104161250 - Courthouse Equipment
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	50.98	895894	264350250 - Equipment Operation
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	60.65	877946 2023	214414250 - Equipment Operation

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	89.98	885244 2023	214414250 - Equipment Operation
Redd's Ace Hardware	130266	reddsstatement_	09/06/2024	09/12/2024	698.15	880374 2023	104161250 - Courthouse Equipment
					<u>\$1,197.36</u>		
Redd's Ace Hardware	130339	Redds877946	09/12/2024	09/19/2024	60.65		214412250 - Equipment Operation
Redd's Ace Hardware	130339	Redds903375	09/17/2024	09/19/2024	24.58		574424610 - Miscellaneous Supplie
					<u>\$85.23</u>		
Redd's Ace Hardware	130437	Redds903727	09/26/2024	09/26/2024	19.99		574424240 - Office Expense
Redd's Ace Hardware	130437	ReddsAce90322	09/26/2024	09/26/2024	239.92		274230350 - Inmate Commissary Ex
Redd's Ace Hardware	130437	ReddsAce90370	09/26/2024	09/26/2024	33.58		104161260 - Courthouse Buildings a
Redd's Ace Hardware	130437	ReddsAce90373	09/26/2024	09/26/2024	23.77		104161260 - Courthouse Buildings a
					<u>\$317.26</u>		
					\$2,453.04		
Relic	130267	Relic210075	09/04/2024	09/12/2024	23,175.00		104193490 - Visitor Serv Advertising
					<u>\$23,175.00</u>		
Richardson, Walt	130268	W Richardson 08	08/28/2024	09/12/2024	255.00		104220615 - Wild Fire Contracts
					<u>\$255.00</u>		
Ricks Glass Inc.	130269	RicksGlass2426	09/05/2024	09/12/2024	156.67		104122250 - Justice Court Equipme
					<u>\$156.67</u>		
Rigg, Melissa	130340	MelissaRigg0912	09/19/2024	09/19/2024	115.50	MelissaRigg09122024	104114620 - Plan/Zone Miscellaneo
					<u>\$115.50</u>		
River Canyon Wireless	130270	RCW143599	09/06/2024	09/12/2024	39.99		104620270 - Fair Utilities
					<u>\$39.99</u>		
Rocky Mountain Personal Care	130341	RMPPerCar33762	08/31/2024	09/19/2024	418.25		104679615 - State Alt Contracts
					<u>\$418.25</u>		
Rocky Mountain Power	130196	RMP594053960	08/26/2024	09/05/2024	26.81		214414270 - Utilities
Rocky Mountain Power	130196	RockyMtnPower	09/05/2024	09/05/2024	99.77	RockyMtnPower59271696012_08262024	574424270 - Utilities
Rocky Mountain Power	130196	RockyMtnPower	09/05/2024	09/05/2024	158.62	RockyMtnPower59716960055_08262024	104672270 - Acc Trans Utilities
					<u>\$285.20</u>		
Rocky Mountain Power	130271	RMP592716960	08/26/2024	09/12/2024	98.19		104225270 - Fire/Rescue Utilities
Rocky Mountain Power	130271	RMP592716960	09/10/2024	09/12/2024	18.09		104225270 - Fire/Rescue Utilities
Rocky Mountain Power	130271	RMP592886360	09/04/2024	09/12/2024	96.62		104574270 - TV Comm Utilities
					<u>\$212.90</u>		
Rocky Mountain Power	130342	RMP09042024	09/04/2024	09/19/2024	33.88		104225270 - Fire/Rescue Utilities
Rocky Mountain Power	130342	RMP09042024_	09/04/2024	09/19/2024	126.58		104225270 - Fire/Rescue Utilities
Rocky Mountain Power	130342	RMP09042024_	09/04/2024	09/19/2024	45.84		104225270 - Fire/Rescue Utilities
					<u>\$206.30</u>		
					\$704.40		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Rogers, Dwight	130197	DwightRogers09	09/05/2024	09/05/2024	380.00	DwightRogers09052024	103511000 - Justice Court Fines
					\$380.00		
Roughrock Aviation LLC	130343	RI0901242	07/01/2024	09/19/2024	6,500.00		105430615 - Cal Black Contracts
Roughrock Aviation LLC	130343	RI0901242	08/01/2024	09/19/2024	6,500.00		105430615 - Cal Black Contracts
Roughrock Aviation LLC	130343	RI0901242	09/01/2024	09/19/2024	6,500.00		105430615 - Cal Black Contracts
					\$19,500.00		
					\$19,500.00		
Sallee, Tyler	130272	TSallee08082024	09/12/2024	09/12/2024	165.00	TSallee08082024	104220615 - Wild Fire Contracts
					\$165.00		
Salt Lake Community College Foo	130438	SLCC2024.11.5	09/16/2024	09/26/2024	278.50		104230230 - Jail Travel Expense
Salt Lake Community College Foo	130438	SLCC2024.11.5	09/16/2024	09/26/2024	413.00		104210230 - Sheriff Travel Expense
					\$691.50		
					\$691.50		
San Juan Building Supply Inc.	130439	SJBuilding2409-	09/26/2024	09/26/2024	35.86		214412250 - Equipment Operation
					\$35.86		
San Juan Clinic	130198	SJ Clinic 104741	08/09/2024	09/05/2024	182.92		104230312 - Jail Medical Expenses
San Juan Clinic	130198	SJ Clinic 588487	08/27/2024	09/05/2024	193.56		104230312 - Jail Medical Expenses
					\$376.48		
San Juan Clinic	130273	SJClinic572903	08/13/2024	09/12/2024	88.78		255400.310 - Cancer Screening Pro
San Juan Clinic	130344	SanJuanClinic09	09/09/2024	09/19/2024	72.00		214414620 - Miscellaneous Service
San Juan Clinic	130440	SanJuanClinic58	09/26/2024	09/26/2024	182.92		104230312 - Jail Medical Expenses
San Juan Clinic	130440	SJClinic588202	09/26/2024	09/26/2024	20.00		255400.310 - Cancer Screening Pro
					\$202.92		
					\$740.18		
San Juan Health Services	130199	SHPHealth0828	09/04/2024	09/05/2024	75.00	SHPHealth08282024 Skyler Crofts	255007.260 - Indirect Admin Buildin
					\$75.00		
San Juan Hospital	130200	SJHosp569464	09/04/2024	09/05/2024	190.36	SJHosp569464	255400.310 - Cancer Screening Pro
San Juan Hospital	130200	SJHosp581104	09/04/2024	09/05/2024	50.00	SJHosp581104	255400.310 - Cancer Screening Pro
San Juan Hospital	130200	SJHosp582663	09/04/2024	09/05/2024	687.36	SJHosp582663	255400.310 - Cancer Screening Pro
San Juan Hospital	130200	SJHosp582972	09/04/2024	09/05/2024	165.06	SJHosp582972	255400.310 - Cancer Screening Pro
San Juan Hospital	130200	SJHosp583235	09/04/2024	09/05/2024	598.05	SJHosp583235	255400.310 - Cancer Screening Pro
San Juan Hospital	130200	SJHosp585131	09/04/2024	09/05/2024	112.49	SJHosp585131	255400.310 - Cancer Screening Pro
San Juan Hospital	130200	SJHosp585342	09/04/2024	09/05/2024	24.03	SJHosp585342	255400.310 - Cancer Screening Pro
San Juan Hospital	130200	SJHosp585483	09/04/2024	09/05/2024	252.83	SJHosp585483	255400.310 - Cancer Screening Pro
San Juan Hospital	130200	SJHosp586625	09/04/2024	09/05/2024	115.92	SJHosp586625	255400.310 - Cancer Screening Pro
					\$2,196.10		
San Juan Hospital	130274	SJHosp565094	09/12/2024	09/12/2024	19.04	SJHosp565094	255400.310 - Cancer Screening Pro
San Juan Hospital	130274	SJHosp579736	09/12/2024	09/12/2024	57.40	SJHosp579736	255400.310 - Cancer Screening Pro

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
San Juan Hospital	130274	SJHosp587773	09/12/2024	09/12/2024	636.84	SJHosp587773	255400.310 - Cancer Screening Pro
					\$713.28		
San Juan Hospital	130441	SanJuanHosp59	09/09/2024	09/26/2024	343.05		104230312 - Jail Medical Expenses
San Juan Hospital	130441	SanJuanHospital	09/26/2024	09/26/2024	257.56		104230312 - Jail Medical Expenses
San Juan Hospital	130441	SJHosp590697	09/26/2024	09/26/2024	140.47		255400.310 - Cancer Screening Pro
					\$741.08		
					\$3,650.46		
Schafer, Trent	130345	trentschafer0912	09/19/2024	09/19/2024	50.00	trentschafer09122024	104114620 - Plan/Zone Miscellaneo
					\$50.00		
Shumway, Dennis	130201	DennisShumway	09/04/2024	09/05/2024	707.64	DennisShumway08262024	255010.230 - Indirect Health Insp Tr
					\$707.64		
Silas, Marilyn	130275	M Silas 0903202	09/03/2024	09/12/2024	560.00		104679615 - State Alt Contracts
					\$560.00		
Simpleview LLC	130442	Simpleviewinvsv	09/26/2024	09/26/2024	333.33		104193210 - Visitor Serv Subscriptio
					\$333.33		
Sitterud Law	130346	RI07012024	09/01/2024	09/19/2024	14,500.00		104126310 - Public Defender Profes
Sitterud Law	130346	RI08012024	08/01/2024	09/19/2024	14,500.00		104126310 - Public Defender Profes
Sitterud Law	130346	RI0901244	07/01/2024	09/19/2024	14,500.00		104126310 - Public Defender Profes
					\$43,500.00		
					\$43,500.00		
SJC Blanding Library or Nicole Per	130202	SJBluff08292024	09/04/2024	09/05/2024	10.93	SJBluff08292024	724581920 - Grant Expenses
SJC Blanding Library or Nicole Per	130202	SJBluff08292024	09/04/2024	09/05/2024	14.60	SJBluff08292024	724581241 - Postage
					\$25.53		
SJC Blanding Library or Nicole Per	130347	SJLibraryBluff9-1	09/12/2024	09/19/2024	14.14		724581920 - Grant Expenses
					\$39.67		
SJC Inmate Account	130203	SJInmate090320	09/05/2024	09/05/2024	2,929.50	SJInmate09032024	104230352 - Jail Inmate Humanitari
					\$2,929.50		
SJC Monticello Library	130348	SJLibraryMont08	08/27/2024	09/19/2024	34.49	SJLibraryMont08272024	724581620 - Special Programs
					\$34.49		
SJR Media	130204	SJR164955	09/05/2024	09/05/2024	77.70	SJR164955	104142220 - Clerk/Auditor Public No
SJR Media	130349	SJRMedia16464	09/18/2024	09/19/2024	49.00	SJRMedia164640	104114220 - Plan/Zone Public Notic
SJR Media	130349	SJRMedia16498	09/18/2024	09/19/2024	32.20	SJRMedia164983	104114220 - Plan/Zone Public Notic
SJR Media	130349	SJRMediaSJCH	09/17/2024	09/19/2024	78.84		104161220 - Courthouse Public Noti
SJR Media	130349	SJRMediaSJCH	09/17/2024	09/19/2024	78.84		255007.220 - Indirect Admin Public
SJR Media	130349	SJRMediaSJCH	09/17/2024	09/19/2024	132.44		104145220 - Attorney Public Notices
SJR Media	130349	SJRMediaSJCH	09/17/2024	09/19/2024	132.44		264350220 - Public Notices

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
SJR Media	130349	SJRMediaSJCH	09/17/2024	09/19/2024	132.46		104671220 - Area Plan Public Notic
SJR Media	130349	SJRMediaSJCH	09/17/2024	09/19/2024	132.48		214414220 - Public Notices
					\$768.70		
SJR Media	130443	SJRMedia16487	08/14/2024	09/26/2024	251.20		104620220 - Fair Public Notices
SJR Media	130443	SJRMedia16498	09/26/2024	09/26/2024	58.80		104111220 - Commission Public Not
SJR Media	130443	SJRMedia67164	09/24/2024	09/26/2024	2,950.00		104143241 - Treasurer Postage
SJR Media	130443	SJRMediaSJCFa	08/31/2024	09/26/2024	1,081.44		104620220 - Fair Public Notices
					\$4,341.44		
					\$5,187.84		
SJSD Heritage Language Resourc	130276	SJSDHeritageXX	08/07/2024	09/12/2024	10.68		104574615 - TV Comm Contracts
					\$10.68		
Skaggs Companies Inc.	130350	Skaggs230692	09/10/2024	09/19/2024	892.04		104210250 - Sheriff Equipment Ope
Skaggs Companies Inc.	130350	Skaggs450A230	09/10/2024	09/19/2024	892.04		104210250 - Sheriff Equipment Ope
					\$1,784.08		
					\$1,784.08		
Snap - On Tools	130351	SnapOn0909245	09/09/2024	09/19/2024	980.00		214412250 - Equipment Operation
Snap - On Tools	130351	SnapOn0910245	09/10/2024	09/19/2024	95.00		214412250 - Equipment Operation
Snap - On Tools	130351	SnapOn0910245	09/10/2024	09/19/2024	65.50		214412250 - Equipment Operation
					\$1,140.50		
					\$1,140.50		
Snap-on Credit LLC	130352	SnapOnCredit09	09/11/2024	09/19/2024	31.45		214414210 - Subscriptions and Me
					\$31.45		
Stubbs, Silvia	130277	SStubbs0905202	09/12/2024	09/12/2024	507.00	SStubbs09052024	104111230 - Commission Travel Exp
					\$507.00		
Su'esu'e, Kavika	130353	KavikaS0913202	09/13/2024	09/19/2024	137.30		104210480 - Sheriff Special Depart
					\$137.30		
Suitter Axland PLLC	130278	SuitterAxland389	09/12/2024	09/12/2024	15,712.46	SuitterAxland3899	104156310 - Legal Defense Professi
					\$15,712.46		
Summit Food Service, LLC	130354	Summit2000021	09/09/2024	09/19/2024	14.16		274230350 - Inmate Commissary Ex
Summit Food Service, LLC	130354	Summit2000218	09/03/2024	09/19/2024	873.19		274230350 - Inmate Commissary Ex
Summit Food Service, LLC	130354	Summit2000218	09/03/2024	09/19/2024	212.41		274230350 - Inmate Commissary Ex
Summit Food Service, LLC	130354	summit20002196	09/09/2024	09/19/2024	822.83		274230350 - Inmate Commissary Ex
Summit Food Service, LLC	130354	Summit2000219	09/09/2024	09/19/2024	14.16		274230350 - Inmate Commissary Ex
					\$1,936.75		
Summit Food Service, LLC	130444	SummitINV2000	09/26/2024	09/26/2024	844.98		274230350 - Inmate Commissary Ex
Summit Food Service, LLC	130444	Summitinv20002	09/26/2024	09/26/2024	216.18		274230350 - Inmate Commissary Ex
					\$1,061.16		
					\$2,997.91		

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Sysco Intermountain Food Svc.	130205	Sysco58594391	08/30/2024	09/05/2024	320.09		104230480 - Jail Kitchen Food
Sysco Intermountain Food Svc.	130205	Sysco58595429	09/03/2024	09/05/2024	932.66		104230480 - Jail Kitchen Food
					<u>\$1,252.75</u>		
Sysco Intermountain Food Svc.	130279	Sysco58596068	09/06/2024	09/12/2024	350.65		104230480 - Jail Kitchen Food
Sysco Intermountain Food Svc.	130355	Sysco58582486	09/08/2024	09/19/2024	640.99	Sysco585824861	104230480 - Jail Kitchen Food
Sysco Intermountain Food Svc.	130355	Sysco58596821	09/10/2024	09/19/2024	319.31		104230480 - Jail Kitchen Food
					<u>\$960.30</u>		
Sysco Intermountain Food Svc.	130445	Sysco58597577	09/26/2024	09/26/2024	602.47		104230480 - Jail Kitchen Food
Sysco Intermountain Food Svc.	130445	Sysco58598347	09/17/2024	09/26/2024	375.72		104230480 - Jail Kitchen Food
Sysco Intermountain Food Svc.	130445	Sysco58598965	09/26/2024	09/26/2024	516.56		104230480 - Jail Kitchen Food
Sysco Intermountain Food Svc.	130445	Sysco58599697	09/26/2024	09/26/2024	643.37		104230480 - Jail Kitchen Food
					<u>\$2,138.12</u>		
					\$4,701.82		
TecServ, Inc	130206	TecServ, Inc Inv#	09/03/2024	09/05/2024	13,500.00		104151254 - IT Maintenance Contra
TecServ, Inc	130280	TecServ16457	09/05/2024	09/12/2024	199.20		104151210 - IT Subscriptions and M
TecServ, Inc	130446	TecServ,16462	09/26/2024	09/26/2024	2,400.00		104232242 - Dispatch Software Mai
					<u>\$16,099.20</u>		
Thazzza Pizza	130447	ThazzzaPizza011	08/12/2024	09/26/2024	1,061.34		104620240 - Fair Office Expense
					<u>\$1,061.34</u>		
The Grand America Hotel	130356	LittleAmerica218	08/15/2024	09/19/2024	267.23		104111230 - Commission Travel Exp
					<u>\$267.23</u>		
Three-B Repair	130357	ThreeBRepairSJ	09/09/2024	09/19/2024	988.49		104574615 - TV Comm Contracts
Three-B Repair	130448	Three-BRepairS	09/26/2024	09/26/2024	1,754.23		104574615 - TV Comm Contracts
					<u>\$2,742.72</u>		
TM Premier Services	130281	TMpremier14234	09/12/2024	09/12/2024	120.00	TMpremier14234	104163310 - Blannex Professional a
TM Premier Services	130281	TMpremier14235	09/12/2024	09/12/2024	160.00	TMpremier14235	724167310 - Professional and Tech
TM Premier Services	130281	TMpremier14236	09/12/2024	09/12/2024	240.00	TMpremier14236	104161310 - Courthouse Profession
TM Premier Services	130281	TMpremier14237	09/12/2024	09/12/2024	160.00	TMpremier14237	724168310 - Professional and Tech
					<u>\$680.00</u>		
					\$680.00		
Turk, Palmer	130358	PalmerTurk0909	09/09/2024	09/19/2024	203.00		104210230 - Sheriff Travel Expense
Turk, Palmer	130449	PTurk09232024	09/25/2024	09/26/2024	116.00		104210230 - Sheriff Travel Expense
					<u>\$319.00</u>		
					\$319.00		
U.S. Bank Corporate Payment	130359	CCBruceBushor	09/10/2024	09/19/2024	8.99		104151280 - IT Telephone
U.S. Bank Corporate Payment	130359	CCBruceBushor	09/10/2024	09/19/2024	21.34		104151240 - IT Office Expense
U.S. Bank Corporate Payment	130359	CCBruceBushor	09/10/2024	09/19/2024	120.00		105430280 - Cal Black Telephone
U.S. Bank Corporate Payment	130359	CCCrysalBrake0	09/10/2024	09/19/2024	40.00		104145220 - Attorney Public Notices

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
U.S. Bank Corporate Payment	130359	CCDavidGallego	09/10/2024	09/19/2024	26.50		104225270 - Fire/Rescue Utilities
U.S. Bank Corporate Payment	130359	CCDavidGallego	09/10/2024	09/19/2024	256.07		104220615 - Wild Fire Contracts
U.S. Bank Corporate Payment	130359	CCKristenBushn	09/18/2024	09/19/2024	43.27	CCKristenBushnell09102024	104242240 - Build Insp Office Expen
U.S. Bank Corporate Payment	130359	CCMackMcDona	09/10/2024	09/19/2024	-58.40		104122240 - Justice Court Office Ex
U.S. Bank Corporate Payment	130359	CCMackMcDona	09/10/2024	09/19/2024	294.84		104151740 - IT Equipment Purchas
U.S. Bank Corporate Payment	130359	CCMackMcDona	09/10/2024	09/19/2024	442.00		104151210 - IT Subscriptions and M
U.S. Bank Corporate Payment	130359	CCMackMcDona	09/10/2024	09/19/2024	589.81		104151740 - IT Equipment Purchas
U.S. Bank Corporate Payment	130359	CCMackMcDona	09/10/2024	09/19/2024	898.11		104151280 - IT Telephone
U.S. Bank Corporate Payment	130359	CCMackMcDona	09/10/2024	09/19/2024	1,800.00		104151210 - IT Subscriptions and M
U.S. Bank Corporate Payment	130359	CCMackMcDona	09/10/2024	09/19/2024	1,848.90		104151210 - IT Subscriptions and M
U.S. Bank Corporate Payment	130359	CCMackMcDona	09/10/2024	09/19/2024	5,912.00		104151210 - IT Subscriptions and M
U.S. Bank Corporate Payment	130359	CCMikaelaRams	09/10/2024	09/19/2024	22.90		724581240 - Office Expense
U.S. Bank Corporate Payment	130359	CCMikaelaRams	09/10/2024	09/19/2024	46.99		724581610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	130359	CCMikaelaRams	09/10/2024	09/19/2024	173.03		724581920 - Grant Expenses
U.S. Bank Corporate Payment	130359	CCMikaelaRams	09/10/2024	09/19/2024	499.99		724581250 - Computer Maintenanc
U.S. Bank Corporate Payment	130359	CCMikaelaRams	09/10/2024	09/19/2024	536.24		724581480 - Collection Developmen
U.S. Bank Corporate Payment	130359	CCRosaVargas9.	09/10/2024	09/19/2024	5.92		104111610 - Commission Miscellane
U.S. Bank Corporate Payment	130359	CCRosaVargas9.	09/10/2024	09/19/2024	29.50		104111240 - Commission Office Exp
U.S. Bank Corporate Payment	130359	CCRosaVargas9.	09/10/2024	09/19/2024	87.99		104112240 - Planning Office Expens
U.S. Bank Corporate Payment	130359	CCRosaVargas9.	09/10/2024	09/19/2024	497.41		104192230 - Econ Dev Travel Expe
U.S. Bank Corporate Payment	130359	CCRosaVargas9.	09/10/2024	09/19/2024	520.97		104111230 - Commission Travel Exp
U.S. Bank Corporate Payment	130359	CCTammyGalleg	09/10/2024	09/19/2024	103.30		104255280 - EOC Telephone
U.S. Bank Corporate Payment	130359	CCTammyGalleg	09/10/2024	09/19/2024	120.00		104255280 - EOC Telephone
U.S. Bank Corporate Payment	130359	CCTammyGalleg	09/10/2024	09/19/2024	820.90		104671610 - Area Plan Miscellaneo
U.S. Bank Corporate Payment	130359	CCTammyGalleg	09/10/2024	09/19/2024	1,642.95		104673610 - Prev Health Miscellane
U.S. Bank Corporate Payment	130359	USBankJackieP	09/10/2024	09/19/2024	50.64		214414240 - Office Expense
U.S. Bank Corporate Payment	130359	USBankJackieP	09/10/2024	09/19/2024	77.44		104256240 - Weed Office Expense
U.S. Bank Corporate Payment	130359	USBankJackieP	09/10/2024	09/19/2024	158.50		214412250 - Equipment Operation
U.S. Bank Corporate Payment	130359	USBankToddAda	09/10/2024	09/19/2024	56.99		214414330 - Employee Education
					\$17,695.09		
U.S. Bank Corporate Payment	130450	CCAlanFreeston	09/24/2024	09/26/2024	178.76		104668620 - Poor Ind Miscellaneou
U.S. Bank Corporate Payment	130450	CCAllisonSparks	09/24/2024	09/26/2024	22.00		104193210 - Visitor Serv Subscriptio
U.S. Bank Corporate Payment	130450	CCAllisonSparks	09/24/2024	09/26/2024	64.01		104193480 - Visitor Serv Special De
U.S. Bank Corporate Payment	130450	CCAllisonSparks	09/24/2024	09/26/2024	1,136.32		104193230 - Visitor Serv Travel Exp
U.S. Bank Corporate Payment	130450	CCBradBunker0	09/24/2024	09/26/2024	109.99		104147242 - Surveyor Software Mai
U.S. Bank Corporate Payment	130450	CCBradBunker0	09/24/2024	09/26/2024	2,730.79		104147240 - Surveyor Office Expen
U.S. Bank Corporate Payment	130450	CCBradBunker0	09/24/2024	09/26/2024	159.29		104147480 - Surveyor Special Depa
U.S. Bank Corporate Payment	130450	CCBradBunker0	09/24/2024	09/26/2024	1,400.00		104150242 - Non-Dept Software Ma
U.S. Bank Corporate Payment	130450	CCGrantSunada	09/26/2024	09/26/2024	96.51		255007.240 - Indirect Admin Office e
U.S. Bank Corporate Payment	130450	CCGrantSunada	09/26/2024	09/26/2024	150.00		255282.242 - EED - Vulnerable Outr
U.S. Bank Corporate Payment	130450	CCGrantSunada	09/26/2024	09/26/2024	190.11		255012.620 - Local General Health
U.S. Bank Corporate Payment	130450	CCGrantSunada	09/26/2024	09/26/2024	323.13		255084.230 - EPICC 1817 Cat A Tra
U.S. Bank Corporate Payment	130450	CCGrantSunada	09/26/2024	09/26/2024	380.00		255220.330 - CSHCN Employee ed
U.S. Bank Corporate Payment	130450	CCGrantSunada	09/26/2024	09/26/2024	403.32		255065.480 - Tobacco Comprehensi
U.S. Bank Corporate Payment	130450	CCJayBegay091	09/24/2024	09/26/2024	120.00	CCJayBegay09102024	104211610 - Task Force Miscellaneo
U.S. Bank Corporate Payment	130450	CCJayBegay091	09/24/2024	09/26/2024	2,672.05	CCJayBegay09102024	104211230 - Task Force Travel Expe
U.S. Bank Corporate Payment	130450	CCLymanDunca	09/24/2024	09/26/2024	25.42		104142240 - Clerk/Auditor Office Ex

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
U.S. Bank Corporate Payment	130450	CCLymanDunca	09/24/2024	09/26/2024	731.35		104173240 - Elections Office Expen
U.S. Bank Corporate Payment	130450	CCMarciaShum	09/24/2024	09/26/2024	29.69		104210310 - Sheriff Professional an
U.S. Bank Corporate Payment	130450	CCMarciaShum	09/24/2024	09/26/2024	75.64		104230312 - Jail Medical Expenses
U.S. Bank Corporate Payment	130450	CCMarciaShum	09/24/2024	09/26/2024	114.00		104210210 - Sheriff Subscriptions a
U.S. Bank Corporate Payment	130450	CCMarciaShum	09/24/2024	09/26/2024	152.02		104230240 - Jail Office Expense
U.S. Bank Corporate Payment	130450	CCMarciaShum	09/24/2024	09/26/2024	290.92		104210230 - Sheriff Travel Expense
U.S. Bank Corporate Payment	130450	CCMarciaShum	09/24/2024	09/26/2024	290.92		104230230 - Jail Travel Expense
U.S. Bank Corporate Payment	130450	CCMarciaShum	09/24/2024	09/26/2024	589.35		104210250 - Sheriff Equipment Ope
U.S. Bank Corporate Payment	130450	CCMarciaShum	09/24/2024	09/26/2024	765.00		104210330 - Sheriff Employee Educ
U.S. Bank Corporate Payment	130450	CCMarciaShum	09/24/2024	09/26/2024	765.00		104230310 - Jail Professional and T
U.S. Bank Corporate Payment	130450	CCNPerkins091	09/24/2024	09/26/2024	62.99		724581740 - Equipment Purchases
U.S. Bank Corporate Payment	130450	CCNPerkins091	09/24/2024	09/26/2024	253.33		724581920 - Grant Expenses
U.S. Bank Corporate Payment	130450	CCNPerkins091	09/24/2024	09/26/2024	291.54		724581620 - Special Programs
U.S. Bank Corporate Payment	130450	CCNPerkins091	09/24/2024	09/26/2024	297.54		724581280 - Telephone
U.S. Bank Corporate Payment	130450	CCNPerkins091	09/24/2024	09/26/2024	331.27		724581240 - Office Expense
U.S. Bank Corporate Payment	130450	CCNPerkins091	09/24/2024	09/26/2024	677.15		724581480 - Collection Developmen
U.S. Bank Corporate Payment	130450	CCSamLong9.24	09/24/2024	09/26/2024	17.62		104161242 - Courthouse Software
U.S. Bank Corporate Payment	130450	CCSamLong9.24	09/24/2024	09/26/2024	259.59		104676260 - Senior Cit Buildings an
U.S. Bank Corporate Payment	130450	CCTylerKetron09	09/26/2024	09/26/2024	-3,824.01		255012.210 - Local General Health
U.S. Bank Corporate Payment	130450	CCTylerKetron09	09/26/2024	09/26/2024	-79.00		255012.240 - Local General Health
U.S. Bank Corporate Payment	130450	CCTylerKetron09	09/26/2024	09/26/2024	19.00		255281.242 - EED - Epidemiology S
U.S. Bank Corporate Payment	130450	CCTylerKetron09	09/26/2024	09/26/2024	50.90		255220.620 - CSHCN Miscellaneou
U.S. Bank Corporate Payment	130450	CCTylerKetron09	09/26/2024	09/26/2024	56.31		255012.620 - Local General Health
U.S. Bank Corporate Payment	130450	CCTylerKetron09	09/26/2024	09/26/2024	58.70		255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	130450	CCTylerKetron09	09/26/2024	09/26/2024	83.00		255084.480 - EPICC 1817 Cat A Sp
U.S. Bank Corporate Payment	130450	CCTylerKetron09	09/26/2024	09/26/2024	99.99		255040.480 - Preventative Block Gr
U.S. Bank Corporate Payment	130450	CCTylerKetron09	09/26/2024	09/26/2024	250.20		255740.310 - State LHD Eviron Prof
U.S. Bank Corporate Payment	130450	CCTylerKetron09	09/26/2024	09/26/2024	368.31		255220.230 - CSHCN Travel expans
U.S. Bank Corporate Payment	130450	CCTylerKetron09	09/26/2024	09/26/2024	545.30		255081.480 - EPICC 1807 Special d
					<u>\$13,785.32</u>		
					\$31,480.41		
U.S. Travel Association	130451	USTravelersIPW	09/18/2024	09/26/2024	6,000.00		104193920 - Visitor Serv Grants
					<u>\$6,000.00</u>		
Underground Services Inc.	130207	underground634	08/22/2024	09/05/2024	3,165.04	underground63466	214412250 - Equipment Operation
Underground Services Inc.	130207	underground634	08/22/2024	09/05/2024	2,543.51	underground63467	214412250 - Equipment Operation
					<u>\$5,708.55</u>		
					\$5,708.55		
US Bank Equipment Finance	130208	CCLyonHazelton	09/05/2024	09/05/2024	2.49	CCLyonHazelton09102024	104150240 - Non-Dept Office Expen
					<u>\$2.49</u>		
USU	130452	USUExtensionA	08/30/2024	09/26/2024	7.39		104610240 - Ag Ext Office Expense
USU	130452	USUExtensionA	08/30/2024	09/26/2024	35.00		104610210 - Ag Ext Subscriptions a
USU	130452	USUExtensionA	08/30/2024	09/26/2024	94.55		104610610 - Ag Ext Miscellaneous
USU	130452	USUExtensionA	08/30/2024	09/26/2024	419.55		104610480 - Ag Ext Special Depart

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
USU	130452	USUExtensionA	08/30/2024	09/26/2024	1,034.89		104610230 - Ag Ext Travel Expense
USU	130452	USUExtensionA	08/30/2024	09/26/2024	3,182.49		104610620 - Ag Ext Miscellaneous
					<u>\$4,773.87</u>		
					\$4,773.87		
Utah Association of Counties	130453	UAC7502	09/16/2024	09/26/2024	1,000.00		104150310 - Non-Dept Professional
Utah Association of Counties	130453	UACDues2025	09/24/2024	09/26/2024	30,861.48	Annual Dues, release in 2025	101511000 - Prepaid expenses
					<u>\$31,861.48</u>		
					\$31,861.48		
Utah Association of Local Health D	130282	UALHD322	09/12/2024	09/12/2024	596.41	UALHD322	255065.310 - Tobacco Comprehensi
					<u>\$596.41</u>		
					\$596.41		
Utah Dept of Workforce Services	EFT	9-6-24DWS	09/06/2024	09/09/2024	2,326.21	DWS Charge	104965137 - Undistributed Workme
					<u>\$2,326.21</u>		
					\$2,326.21		
Utah Navajo Health System	130283	UNHS395R24	09/12/2024	09/12/2024	70.00	UNHS395R24	214414620 - Miscellaneous Service
Utah Navajo Health System	130283	UNHS396R24	09/12/2024	09/12/2024	70.00	UNHS396R24	214414620 - Miscellaneous Service
					<u>\$140.00</u>		
					\$140.00		
Utah Navajo Trust Fund	130360	RI0901243	07/01/2024	09/19/2024	165.00		724581915 - Transfers to Other Unit
Utah Navajo Trust Fund	130360	RI0901243	08/01/2024	09/19/2024	165.00		724581915 - Transfers to Other Unit
Utah Navajo Trust Fund	130360	RI0901243	09/01/2024	09/19/2024	165.00		724581915 - Transfers to Other Unit
					<u>\$495.00</u>		
					\$495.00		
Utah Office of Tourism	130284	UOffTourism08	09/12/2024	09/12/2024	5,000.00	UOffTourism080270241	104193920 - Visitor Serv Grants
Utah Office of Tourism	130454	UtahOfficeTouris	09/26/2024	09/26/2024	750.00		104193920 - Visitor Serv Grants
					<u>\$5,750.00</u>		
					\$5,750.00		
Utah Retirement Systems	EFT	9-6-24URS	09/09/2024	09/09/2024	-397.59	Credit on Draw	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR071022-3952	07/20/2022	09/09/2024	0.56	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR071022-3952	07/20/2022	09/09/2024	49.95	State Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR082122-3952	08/29/2022	09/09/2024	0.23	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR082122-3952	08/29/2022	09/09/2024	20.19	State Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090124-3952	09/06/2024	09/09/2024	50.00	Traditional IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090124-3952	09/06/2024	09/09/2024	185.46	State Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090124-3952	09/06/2024	09/09/2024	226.24	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090124-3952	09/06/2024	09/09/2024	452.80	401k Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090124-3952	09/06/2024	09/09/2024	1,016.00	Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090124-3952	09/06/2024	09/09/2024	1,093.70	Roth IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090124-3952	09/06/2024	09/09/2024	14,130.35	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090124-3952	09/06/2024	09/09/2024	53,030.77	State Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090224-3952	09/06/2024	09/09/2024	12.50	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090224-3952	09/06/2024	09/09/2024	63.44	Retirement Loan Repayment	102224000 - Retirement Payable

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Utah Retirement Systems	EFT	PR090224-3952	09/06/2024	09/09/2024	1,544.75	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR090224-3952	09/06/2024	09/09/2024	12,639.35	State Retirement	102224000 - Retirement Payable
					\$84,118.70		
					\$84,118.70		
Utah State Division of Finance	130361	UtahDivFinB512	09/19/2024	09/19/2024	1,625.01	UtahDivFinB5128_09162024	574424820 - Interest Expense
Utah State Division of Finance	130361	UtahDivFinB512	09/19/2024	09/19/2024	32,000.00	UtahDivFinB5128_09162024	572321000 - Notes Payable
					\$33,625.01		
					\$33,625.01		
Utah State Treasurer	130209	UtahStateTreasu	09/05/2024	09/05/2024	30.00	UtahStateTreasurer082024	103222000 - Marriage Licenses
Utah State Treasurer	130209	UtahStateTreasu	09/05/2024	09/05/2024	17,398.89	UtahStateTreasurer082024	103511000 - Justice Court Fines
					\$17,428.89		
					\$17,428.89		
Utah Taxpayers Association	130455	UtahTaxpayersA	09/26/2024	09/26/2024	97.50		104111210 - Commission Subscripti
					\$97.50		
Utah Valley Radiology Associates	130285	UVRA150114	09/04/2024	09/12/2024	17.17		255400.310 - Cancer Screening Pro
					\$17.17		
Verizon Wireless	130210	0665507629000	09/05/2024	09/05/2024	220.13	066550762900004	104210280 - Sheriff Telephone
Verizon Wireless	130210	Verizon0765508	09/05/2024	09/05/2024	319.88	Verizon076550881900001_08272024	104672280 - Acc Trans Telephone
Verizon Wireless	130210	Verizon9971406	08/26/2024	09/05/2024	24.78		104256280 - Weed Telephone
Verizon Wireless	130210	Verizon9971406	08/26/2024	09/05/2024	53.63		105430280 - Cal Black Telephone
Verizon Wireless	130210	Verizon9971427	09/05/2024	09/05/2024	35.75	Verizon9971427337	104682280 - State Waiver Telephon
Verizon Wireless	130210	Verizon9971427	09/05/2024	09/05/2024	35.75	Verizon9971427337	104684280 - Respite Telephone
Verizon Wireless	130210	Verizon9971427	09/05/2024	09/05/2024	35.76	Verizon9971427337	104679280 - State Alt Telephone
Verizon Wireless	130210	Verizon9971427	09/05/2024	09/05/2024	53.63	Verizon9971427337	104675280 - Ombuds Telephone
					\$779.31		
Verizon Wireless	130362	Verizon9972859	09/18/2024	09/19/2024	76.83	Verizon9972859892	104242280 - Build Insp Telephone
Verizon Wireless	130362	Verizon9972859	09/18/2024	09/19/2024	1,174.98	Verizon9972859892	104151740 - IT Equipment Purchas
					\$1,251.81		
Verizon Wireless	130456	verizon99728206	09/24/2024	09/26/2024	85.78		104145280 - Attorney Telephone
Verizon Wireless	130456	Verizon9973275	09/26/2024	09/26/2024	272.30		104672280 - Acc Trans Telephone
Verizon Wireless	130456	Verizon9973779	09/13/2024	09/26/2024	53.66		214414280 - Telephone
Verizon Wireless	130456	Verizon9973810	09/26/2024	09/26/2024	24.81		105430280 - Cal Black Telephone
Verizon Wireless	130456	Verizon9973810	09/26/2024	09/26/2024	53.66		104256280 - Weed Telephone
Verizon Wireless	130456	Verizon9973820	09/26/2024	09/26/2024	2,002.70		104230280 - Jail Telephone
Verizon Wireless	130456	Verizon9973820	09/26/2024	09/26/2024	1,844.32		104230280 - Jail Telephone
					\$4,337.23		
					\$6,368.35		
Walk-N-Roll	130286	WalkNRoll 2567	09/03/2024	09/12/2024	453.87		214412250 - Equipment Operation
Walk-N-Roll	130457	WalkNRoll2561	09/26/2024	09/26/2024	2,225.41		214412250 - Equipment Operation
					\$2,679.28		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Walker, LaMar	130287	LWalker0828202	08/28/2024	09/12/2024	255.00		104220615 - Wild Fire Contracts
					\$255.00		
Walker, Shea	130363	sheawalker0912	09/19/2024	09/19/2024	115.50	sheawalker09122024	104114620 - Plan/Zone Miscellaneo
					\$115.50		
Washington National Insurance	130458	PR080424-3382	08/09/2024	09/26/2024	1,511.19	Washington National	102229000 - Washington National P
Washington National Insurance	130458	PR080424-3382	08/12/2024	09/26/2024	139.30	Washington National	102229000 - Washington National P
Washington National Insurance	130458	PR080524-3382	08/09/2024	09/26/2024	64.57	Washington National	102229000 - Washington National P
Washington National Insurance	130458	PR081824-3382	08/23/2024	09/26/2024	1,650.49	Washington National	102229000 - Washington National P
Washington National Insurance	130458	PR081924-3382	08/23/2024	09/26/2024	64.57	Washington National	102229000 - Washington National P
Washington National Insurance	130458	washnationP244	09/26/2024	09/26/2024	-30.25		102229000 - Washington National P
					\$3,399.87		
					\$3,399.87		
Waste Management of Colorado	130211	WM0438551488	09/05/2024	09/05/2024	160.48	WM043855148896_09012024	104672270 - Acc Trans Utilities
Waste Management of Colorado	130211	WM0438553488	08/30/2024	09/05/2024	94.98		214414270 - Utilities
					\$255.46		
Waste Management of Colorado	130288	WM0438455488	09/12/2024	09/12/2024	54.92	WM043845548890	724168270 - Utilities
					\$310.38		
Watts Steam Store Utah Inc	130289	WattsHydraulics	09/12/2024	09/12/2024	356.50	WattsHydraulics7242670	214412250 - Equipment Operation
					\$356.50		
Wheeler Machinery Company	130212	wheelerPS00173	08/30/2024	09/05/2024	65.55	wheelerPS001733468	214412250 - Equipment Operation
Wheeler Machinery Company	130212	wheelerPS00175	08/20/2024	09/05/2024	1,325.13		214412250 - Equipment Operation
Wheeler Machinery Company	130212	wheelerPS00175	08/30/2024	09/05/2024	7,721.60	wheelerPS001753174	214412250 - Equipment Operation
Wheeler Machinery Company	130212	WheelerPS0017	08/27/2024	09/05/2024	551.26		214412250 - Equipment Operation
Wheeler Machinery Company	130212	wheelerPS00175	08/30/2024	09/05/2024	360.09	wheelerPS001758415	214412250 - Equipment Operation
Wheeler Machinery Company	130212	wheelerPS00175	08/30/2024	09/05/2024	146.08		214412250 - Equipment Operation
					\$10,169.71		
Wheeler Machinery Company	130290	WheelerMachCo	09/05/2024	09/12/2024	259.11		214412250 - Equipment Operation
Wheeler Machinery Company	130364	WheelerPS0017	08/30/2024	09/19/2024	563.90		214412250 - Equipment Operation
Wheeler Machinery Company	130364	WheelerSS0005	09/11/2024	09/19/2024	10,905.11		574424250 - Equipment Operation
					\$11,469.01		
Wheeler Machinery Company	130459	wheelerPS00176	09/26/2024	09/26/2024	253.77		214412250 - Equipment Operation
					\$22,151.60		
Wilson, Lloyd	130365	lloydwilson09112	09/19/2024	09/19/2024	331.00	lloydwilson09112024	104114620 - Plan/Zone Miscellaneo
Wilson, Lloyd	130365	lloydwilson09122	09/19/2024	09/19/2024	115.50	lloydwilson09122024	104114620 - Plan/Zone Miscellaneo
					\$446.50		
					\$446.50		
Workman, Reagan	130460	RWorkman0612	09/26/2024	09/26/2024	526.62		104145230 - Attorney Travel Expens
					\$526.62		

San Juan County
Check Register
General Fund Checking - Zions 566101143 - 08/30/2024 to 09/27/2024

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Yamamoto-Sparks, Allison	130461	ASparks0919202	09/19/2024	09/26/2024	58.00		104193230 - Visitor Serv Travel Exp
					\$58.00		
Zion's Way Home Health & Hospic	130366	ZionsWayBonnie	09/12/2024	09/19/2024	120.00		104679615 - State Alt Contracts
Zion's Way Home Health & Hospic	130366	ZionsWayDonald	09/12/2024	09/19/2024	120.00		104684615 - Respite Contracts
Zion's Way Home Health & Hospic	130366	ZionsWayHoma	09/12/2024	09/19/2024	632.20		104679615 - State Alt Contracts
Zion's Way Home Health & Hospic	130366	ZionsWayJanee	09/12/2024	09/19/2024	200.00		104679615 - State Alt Contracts
Zion's Way Home Health & Hospic	130366	ZionsWayLulaLe	09/12/2024	09/19/2024	480.00		104679615 - State Alt Contracts
Zion's Way Home Health & Hospic	130366	ZionsWaySadieS	09/12/2024	09/19/2024	505.76		104679615 - State Alt Contracts
					\$2,057.96		
					\$2,057.96		
Zions Bank	130462	Zions09202024	09/26/2024	09/26/2024	372.06		102229500 - Other Deductions Paya
					\$372.06		
					\$1,174,954.10		

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



Purchase From
 Wheeler Machinery Co State Contracted
 1345 South State St.
 Salina, Ut 84654

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

Purchase Order
 P. O. No#
 Date 9/24/2024
 Your Ref#
 Our Ref#
 Credit Terms Cash

Attention To :

Product ID	Description	Quantity	Unit Price	Amount
20R-8575	HEAD AS-COMB	1	\$2,053.29	\$2,053.29
				\$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: *Ted A. [Signature]*
 County Admin: *Mack McDonald [Signature]*

Sub Total	\$2,053.29
Tax	Exempt
Freight	
Invoice Total	\$2,053.29
Amount Paid	
Balance Due	\$2,053.29

Terms and Conditions:



CUSTOMER QUOTE - EXPIRES 10/24/24

Item 6.

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

CUSTOMER NUMBER	DOCUMENT NUMBER
080103	SAQ018702
DOCUMENT DATE/TIME	WORKORDER / SEG / OPR
09/24/24 11:26	/
NEED BY DATE	PAYMENT
09/27/2024	CHARGE



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

SHIP TO Richard Garner
1157 South Main Street
1157 south main street
Blanding UT 84511

ORDERED BY	TELEPHONE	ENTERED BY	STORE	DIV	PAGE
	+1 435-678-3838	COMMERCE ORDER	06	H	1
CUSTOMER ORDER NUMBER / PURCHASE ORDER		DELIVERY LOCATION	SHIP VIA	TOTAL SHIPPED WEIGHT	
56478		UPSGRND	UPS GROUND	0.0	
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	ARRANGEMENT NO.	

LINE #	PART NUMBER	DESCRIPTION	ORDERED	SHIPPED	BACKORD	N/R	LOCATION	SOS	GROSS WEIGHT	PRICE	EXTENDED PRICE
1	20R-8575	HEAD AS-COMB	1				BD04E01	CAT	12.2	2,053.29	2,053.29
		CORE DEPOSIT	1						.0	818.57	818.57
2	110-7524	BUTTON	7				BA02E53	CAT	.1	1.13	7.91
3	214-9186	BUTTON	2		2		NON-STK	CAT	.1	.37	.74
4	233-3235	GLASS-REAR	1		1	*	NON-STK	CAT	39.5	520.44	520.44
5	348-3425	GASKET	2			*	BV03F14	CAT	.1	7.37	14.74
6	348-3364	TUBE-COMBUST	1		1		NON-STK	CAT	1.4	277.16	277.16
7	295-3099	PLUG-SPARK	1				BB12F61	CAT	.3	18.16	18.16
8	341-4176	SENSOR GP-TE	1		1	*	NON-STK	CAT	.6	465.85	465.85
	SHIPPING - IN		1						.0	50.70	50.70
	rgarner@sanjuancounty.org										

<p><i>All returned parts are subject to a re-stock charge. * - Non Returnable Parts</i></p> <p><i>** This is not an invoice. Prices subject to change at time of invoice.</i></p>	<p>Estimated Total** \$ 4,227.56</p>
	<p>RECEIVED BY _____ DATE _____</p>



SAN JUAN COUNTY COMMISSION

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

Item 7.

October 1, 2024

The Honorable Pete Buttigieg
U.S. Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Subject: Letter of Support for the FY2024 Nationally Significant Federal Lands and Tribal Projects Grant Application for the Needles District Safety and Mobility Project

Dear Secretary Buttigieg:

I wish to express my support for the Needles District Safety and Mobility Project, which would construct a passing lane on a 4-mile stretch of U.S. Highway 191 (US-191) in rural southern Utah. This National Highway System route is a critical rural freight route. It carries 34% truck traffic and runs through a county that is identified by the U.S. Department of Transportation as an Area of Persistent Poverty.

Rural communities near the project area in southern Utah rank in the 97th percentile nationally for transportation insecurity. These communities have particularly poor scores for transportation access and transportation safety. US-191 in the project area connects members of these communities to healthcare facilities, food, jobs, and other essential services.

However, when there is a crash or other incident in the area, residents frequently experience significant travel delays. Additionally, detours in this remote, rural area can add hours and hundreds of miles to a trip. Inconsistent travel times significantly burden a population that must travel to meet their basic needs. Adding a passing lane through this area would help separate slower-moving freight traffic and improve the safety and reliability of this critical corridor.

In addition to the equity and safety considerations, this project would also help drive economic opportunity. Outdoor recreation is a major economic component for the state of Utah. Nearly 13 million people visited the state park system, and 10.6 million people visited the “Mighty Five” national parks in 2022, which helped generate \$23 billion in total economic output (both direct and indirect effects).

US-191 in the project area serves important recreation destinations such as the Needles District of Canyonlands National Park; Bears Ears National Monument; Arches National Park; Moab, Utah; the San Juan River; Natural Bridges National Monument; Raptor State Park; and Monument Valley in the Navajo Nation in Arizona. Adding a passing lane would help drive economic opportunity by improving the safety and mobility for both local residents and visitors.

This safety and mobility project meets the Nationally Significant Federal Lands Tribal Projects program criteria and has strong community support. I fully support this important project, and I ask for your favorable consideration.

Sincerely,

Jamie Harvey, Commission Chair
San Juan County Commission



SAN JUAN COUNTY COMMISSION

Item 8.

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

October 1, 2024

Governor's Office of Economic Opportunity
60 East South Temple, Suite 300
Salt Lake City, Utah

To Whom It May Concern,

The San Juan County Board of Commissioners is pleased to extend our full support for the San Juan County Economic Development Department's application for the 2025 Rural County Grant (RCG) in the amount of \$200,000.

Obtaining this grant will empower us to address several key challenges in the county, including improving access to financial resources for local businesses and making critical infrastructure upgrades, especially in relation to Main Street enhancements. Furthermore, the funding will drive business growth, foster community engagement through event sponsorship, and support strategic efforts that align with the Governor's broader goals of promoting economic diversification and creating new job opportunities statewide.

We are confident that these efforts will lead to lasting positive impacts for residents and businesses alike.

Sincerely,

Jamie Harvey, Commission Chair
San Juan County



COMMISSION STAFF REPORT

MEETING DATE: October 1, 2024

ITEM TITLE, PRESENTER: San Juan Children’s Justice Center Contract with the State of Utah and Guardify, formerly VidaNyx Inc.

RECOMMENDATION: Approve and sign the contract with the State of Utah and Guardify for Forensic Interview Storage and Chain of Custody

SUMMARY

The Children’s Justice Center (CJC) utilizes an on-line cloud-based program to secure upload Forensic Interviews (FI) during the investigative process for child abuse. This cloud-based program stores and documents a chain of custody for each case in the cloud. The Guardify cloud-based system has been adopted by the legislature to help remove the need for physical copies and avoid any loose DVD’s or jump drives with confidential information from being lost or stolen.

Currently, the equipment used in the San Juan CJC is not compatible to upload directly to Guardify without burning a DVD, or the use of a jump drive. This contract will bring the CJC immediately out of compliance until this is remedied. There is a plan to bring the current system into compliance by working with IT to connect the recording computer to the network allowing uploading to occur. There is also a plan, as part of the remodel project for the CJC building, to upgrade the entire system allowing better recordings and sound for digital FI evidence gathering as well as uploading into Guardify. The CJC has received three (3) preliminary bids to upgrade the outdated system, one of which is from Stone Security, who has a state contract for services. Each bid is being reviewed to determine if they meet the contractual needs bringing the CJC into compliance.

The costs for this service are remedied through the Attorney General’s office. There are no additional expenses for use of the cloud-based program.

The contract defines the responsibility of the county to adhere to and maintain those records for safekeeping using the Guardify platform and defines the appropriate use and policies associated with confidential information as listed in the State policies.

The contract is to begin October 1 and will be an annual contract up for review on or by July 1, 2025.

GUARDIFY FOR CHILD ADVOCACY CENTERS

Subscription Order Form



GUARDIFY

1111 N 13th Street Suite 137
 Omaha, NE 68102
www.guardify.com
 Guardify, Inc.

This Order Form (the "Order Form") is entered into by and between the customer named above and below ("Customer") and Guardify ("Guardify"). Customer and Guardify are collectively referred to herein as "Parties" or individually, a "Party."

CUSTOMER INFO	BILL TO INFO
Organization Name: San Juan County CJC	Organization Name: San Juan County CJC
Organization Type: Local Government	Organization Type: Local Government
EIN: 876000305	EIN: 876000305
Address: 62 East 200 South, Blanding, UT 84511	Address: 62 East 200 South, Blanding, UT 84511
Name of the individual Authorized to sign on behalf of the organization: Robert Nieman	Name of the individual Authorized to sign on behalf of the organization: Robert Nieman
Email address of Authorized Person: rnieman@sanjuancounty.org	Email address of Authorized Person: rnieman@sanjuancounty.org
Title: Director	Title: Director
Annual Interviews: 20	Payment Term: Net 30
CAC Type: Developing	Currency: USD
	Service Start Date: 10/1/2024-6/30/2025
PROVISIONING INFORMATION	
Name of the Administrator of Guardify for CACs for this organization: Robert Nieman	Term: 9 months
Email address of this Administrator: rnieman@sanjuancounty.org	Renewal Term: 12 months
Mobile phone number of this administrator: (435) 485-8360	Auto Renew? YES

Guardify for CACs Annual License

\$2,640.00

Total contract value
\$2,640.00

Subtotal	\$2,640.00
If paid within 30 days (5% discount)	-\$132.00

Discounted price* \$1,979.97

**plus applicable local sales tax*

Guardify and Customer each hereby confirm their mutual agreement to terms of this Order Form as of the last date below. By signing below, Customer certifies that it has read and agrees to be bound by the terms and conditions set forth in this Order Form and the Guardify VMS CAC Edition Subscription Terms and Conditions available at: <https://guardify.com/terms/terms-and-conditions/>. Usage assumptions are based upon the stated annual volume of forensic interviews anticipated during the course of the subscription term. Long term storage is offered for an additional consideration above the annual subscription cost.

Additionally, by signing this Order Form, Customer acknowledges:

- Customer understands that as of the date of this Order Form, the Solution is optimized for the following specifications:
 Videos in format .mp4, .wmv, .mov, avi, .vob, .mpeg, .m4v, or .mpg - Videos that are under 2 hours in length - Videos with an average size of up to 750MB and not larger than 4GB
- The upfront discount is subject to on-time payment of invoices.

The first video loaded to an interview in Guardify will be transcribed. All additional videos associated with the interview will be considered "Alternate View" uploads. If multiple videos are initially and simultaneously uploaded into an interview, the user initiating the upload will select which interview to transcribe.

Guardify

Signature: _____
 Printed Name: Ben Jackson
 Title: CEO
 Date Signed: _____

Customer

Signature: _____
 Printed Name: Robert Nieman
 Title: Director
 Date Signed: _____

Master Contract Between VidaNyx Inc. and
The Utah Children's Justice Center of The Utah Attorney General's Office

Effective Date: May 31, 2022

This Master Contract and all Subordinate Agreements identified below (collectively, the "Agreement") govern the provision of a "Solution" (as defined below) by VidaNyx Inc. ("Contractor" or "VidaNyx") to the Utah Children's Justice Center Program ("Program"), a Division of the Utah Attorney General's Office ("UAGO"), and to Utah Counties that choose to participate in the Solution.

Participation

1. The UAGO and Contractor are parties to this Agreement. Any County in the State of Utah ("Participating County") may enter into this Agreement with the consent of both the Program and Contractor by both (A) executing the form included as Attachment D and (B) executing a Vidanyx Order Form. For clarity, the later execution of the form in Attachment D will not impact the effective date of this Agreement as to any Participating County. Except as distinguished herein, the UAGO, Program, and all Participating Counties collectively constitute the "State Entity" as defined in Attachment A, paragraph 1(i), and the "Client" as defined in the Online Terms (current version attached as Attachment C). The UAGO acting through the Program will be responsible for paying for all of the standard subscription fees payable under this Agreement for the Solution, including for each Participating County's access to the Solution as shown on that County's Vidanyx Order Form, and the Participating County remains jointly and severally liable for such payment to Vidanyx. Each Participating County will be solely responsible for any additional fees incurred in connection with any supplemental Services, Custom Deliverables or otherwise ordered by such Participating Party through a VidaNyx Order Form. A Participating County and Contractor may agree to modifications of this Agreement or to additional services, such as a purchase order for Custom Deliverables, but such an agreement will not amend or modify this Agreement with respect to the UAGO, the Program, or any other Participating County.

Priorities of the Agreement Documents

2. The Agreement consists of the following documents, which shall have priority of interpretation in this order:
 - 2.1. Any written amendment to this Master Contract signed by both Contractor and UAGO, after the Effective Date of this Master Contract ("Amendment");
 - 2.2. This Master Contract;
 - 2.3. The current version of the Vidanyx Subscription Order Form;
 - 2.4. The current Vidanyx Subscription Terms And Conditions attached as Attachment C ("Online Terms");
 - 2.5. Attachment A: State of Utah Standard Terms and Conditions for Services;
 - 2.6. Attachment B: State of Utah Standard Information Technology Terms and Conditions; and
 - 2.7. Attachment D: Individual Participating County Joinder in Agreement.
3. Attachment A, Attachment B, Attachment C, Attachment D and The Vidanyx Subscription Form collectively constitute the "Subordinate Agreements." In the event of conflicting terms or ambiguity regarding any issue, the terms of the higher priority Agreement take precedence over those of the lower priority Agreement.

Term of Contract and Termination

4. This Agreement is for consecutive one-year terms beginning on July 1st of each year and ending on June 30th of the following year, except that the initial subscription term begins on the Effective Date shown above and runs to June 30th of the following year. Payment terms shall be as set forth in paragraph 4.1 of Attachment C “Online Terms” and a single invoice shall be sent to the UAGO for each subscription term, except that for the initial subscription term VidaNyx shall submit one invoice in the amount of \$3,311 for the period from the Effective Date through June 30, 2022, and a second invoice in the amount of \$53,328 for the period from July 1, 2022 through June 30, 2023. Price for subsequent renewal periods is subject to change provided that VidaNyx provides the State Entities with notice of such change at least 30 days prior to renewal. The Agreement automatically renews unless the UAGO or any Participating County gives notice of termination 30 days before the beginning of the next one-year term, or, subject to Section 5 of this Master Contract, at such earlier time as may be permissible under the Subordinate Agreements. Such notice, when given by a Participating County, only affects that Participating County. Such notice, when given by the UAGO, terminates this contract for the State Entity and also constitutes notice on behalf of all Participating Counties to terminate their Vidanyx Subscription Forms with Vendor. If any Participating County subsequently wishes to continue using the Solution, that Participating County must enter into a new Vidanyx Order Form with an effective date no earlier than the termination date given by the UAGO.
5. Any termination pursuant to any provision of a Subordinate Agreement shall require 30 days notice (and time to cure a deficiency, if applicable) if the termination is “for cause,” and otherwise 60 days notice, regardless of the time periods provided for in the Subordinate Agreement.
6. This Agreement constitutes independent annual small purchase procurements of litigation support software and services by the UAGO on behalf of the State Entity pursuant to the Utah Procurement Code, Utah Code §§63G-6a-101, *et. seq.* and Utah Administrative Code Rule R105-1-6, so long as the aggregate annual cost of this contract to the State Entity does not exceed the threshold for small purchases in that Rule or any amendment or successor thereto. The UAGO may elect to qualify notice of termination as being subject to an option of re-procurement, thereby allowing the UAGO to use requests for proposals or other procurement methods authorized by the Utah Procurement Code. Such a qualified notice of termination is effective if given at least 30 days before the beginning of the next one-year term of this Agreement, regardless of when the new procurement is made, unless the UAGO and Contractor otherwise agree in writing.
7. VidaNyx may amend Attachment C by providing notice to the State Entities of the revised Attachment C and an opportunity to object. The State Entities will not unreasonably object to any such amendment and will provide a reason for any objection. If the State Entities do not object within 30 days of receipt of the notice, the parties agree that Attachment C will be deemed to be amended in accordance with the version provided by VidaNyx. If the State Entities object within this 30-day period, VidaNyx may either (a) continue providing the Solution pursuant to the latest version of Attachment C as agreed upon by the parties; or (b) terminate the Agreement and provide a pro-rata refund for any prepaid but unused subscription fees.

The Solution

8. Pursuant to the terms of this Agreement, Contractor is providing Participating Counties with access to its Solution, as defined in Attachment C, which consists of Contractor’s cloud-based digital and video evidence management software-as-a-service. For clarity, the parties acknowledge and agree that this Agreement governs the purchase of subscriptions allowing the Participating Counties to use the Solution. The Solution will not be deemed part of (and will not consist of) any Services, Software,

Goods or Custom Deliverables, as those terms are used in Attachment A or Attachment B. Any Services ordered by the UAGO or any Participating County must be separately identified in an Amendment to this Master Contract, such as a relevant purchase order. No Software, Good or Custom Deliverables are provided pursuant to this Agreement unless otherwise provided for in a written Amendment to this Master Contract.

Cloud Storage Requirements

9. The Contractor shall use Amazon Web Services (“AWS”) cloud solutions as the default storage for all data belonging to the UAGO and the Participating Counties. The Contractor may use AWS for Business until June 30, 2023, after which date it shall use AWS for Government. Contractor agrees to provide at the request of UAGO or any Participating County any technical certifications that AWS offers to make available to the Contractor.
10. The Contractor shall not use a different cloud solution without prior written notice to UAGO and an opportunity to object. If the Contractor changes cloud solutions, either UAGO on behalf of the State Entity, or any Participating County on its own behalf, may terminate this Agreement upon giving 30 days’ notice if provided within 30 days of the date of Contractor’s notice of such change. Any such termination by a Participating County will only terminate its participation in the Agreement and will not otherwise affect the Agreement with respect to any other Participating County or the UAGO.

Insurance and Indemnification

11. The Contractor shall maintain the insurance required by Attachment A, paragraph 16, except that the aggregate limit for the CGL policy shall be \$2 million, and Contractor shall not be required to maintain CAL insurance. In addition, Contractor shall maintain Tech E&O and Cyber Liability Insurance (“Cyber Insurance”) with a claim limit of \$2 million, and at the request of the UAGO shall name the State Entity (including any Participating Counties) as an additional insured on the Cyber Insurance policy. The UAGO shall be deemed to have requested such coverage for the initial term of this Agreement, and thereafter until the UAGO provides at least 30 days written notice that it no longer desires such coverage. The UAGO shall pay the incremental cost of adding the State Entity (including any Participating Counties) to the Cyber Insurance as additional insured.
12. The UAGO shall, upon request, receive a full copy of the Cyber Insurance policy (which may be redacted for commercial information unrelated to rights and responsibilities), and upon request the UAGO and any Participating County may receive a certificate of insurance for the Cyber Insurance policy. The full policy shall be presumptively designated as a protected record for purposes of the Utah Government Records Act (“GRAMA”) pursuant to Utah Code §63G-2-305(1) as a trade secret and §63G-2-305 (2) as commercial information. This is because the parties agree that the full policy likely contains information that derives economic value from not being generally known and that is subject to efforts to maintain its privacy. This information, if disclosed, could reasonably be expected to result in unfair competitive injury to the insurer and/or the Contractor. This information may include the insurer’s pricing structure, the Contractor’s security measures, and other information typically contained in a Cyber Insurance policy. This paragraph constitutes compliance with Utah Code §63G-2-309 and a presumptive determination by the UAGO that the confidentiality interests of the insurer and Contractor, and the benefits the State Entities derive from the UAGO’s access to the policy, outweigh the public’s interest in disclosure of the policy. However, any certificate of insurance and any invoice for insurance coverage provided to the UAGO or any Participating County under this Agreement shall be presumptively designated as public records under GRAMA.

13. Provided that Contractor maintains the Cyber Insurance referenced above, Contractor's liability for any and all claims arising out of its performance under this Agreement that relate to privacy, security or data protection, including any processing of personal information, data breach or data security incidents (collectively "Data Protection"), including but not limited to third-party claims, shall be limited to the actual proceeds provided (if any) by the Cyber Insurance for damages resulting from any such claim so long as non-payment by the Cyber Insurance is not caused by the Contractor's breach of a policy condition. If any such proceeds are not sufficient to cover all damages resulting from such claim together with any other damages resulting from the same event but independent of this Agreement, then such proceeds will be allocated on a pro rata basis in proportion to the relevant claims (i.e., based on the amount of actual damages suffered by each claimant). In no event, and under no circumstances, shall Contractor's aggregate liability for claims arising out of its performance under this Agreement that relate to Data Protection ever exceed the total amount of actual proceeds provided by the Cyber Insurance for damages resulting from those claims. There are no exclusions or exceptions to this limitation of Contractor's liability under the Agreement, and this limitation replaces all limitations of liability for Contractor (including any statements regarding exclusions thereto) contained in any Subordinate Agreement with respect to same. The State Entity agrees to tender defense of any such claim to the insurer pursuant to the terms of the Cyber Policy or other relevant insurance.
14. Provided that Contractor maintains the CGL insurance policy referenced above, Contractor's liability for any and all claims arising out of its performance under this Agreement that relate to risks covered by that policy (collectively "CGL Claims"), including but not limited to third-party claims, shall be limited to the actual proceeds provided (if any) by the CGL policy for damages resulting from any such claim so long as non-payment by the CGL policy is not caused by the Contractor's breach of a policy condition. If any such proceeds are not sufficient to cover all damages resulting from such claim together with any other damages resulting from the same event but independent of this Agreement, then such proceeds will be allocated on a pro rata basis in proportion to the relevant claims (i.e., based on the amount of actual damages suffered by each claimant). In no event, and under no circumstances, shall Contractor's aggregate liability for claims arising out of its performance under this Agreement that relate to CGL Claims ever exceed the total amount of actual proceeds provided by the CGL policy for damages resulting from those claims. There are no exclusions or exceptions to this limitation of Contractor's liability under the Agreement, and this limitation replaces all limitations of liability for Contractor (including any statements regarding exclusions thereto) contained in any Subordinate Agreement with respect to same. The State Entity agrees to tender defense of any such claim to the insurer pursuant to the terms of the Cyber Policy or other relevant insurance.
15. This paragraph 15 shall apply to any other liability of VidaNyx arising out of or related to this Agreement other than the liability covered by paragraph 13 or 14 above ("Residual Claims"). In connection with Residual Claims, (1) VidaNyx shall not be liable for indirect, special, incidental or consequential losses (whether or not foreseeable or contemplated by the parties at the effective date); and (2) VidaNyx's aggregate liability shall not exceed 2x the fees paid by the State Entities in the 12 months immediately preceding the subject claim.
16. For all indemnification obligations of Contractor under any Subordinate Agreement, the relevant State Entity indemnified party will promptly notify Contractor in writing of the claim and tender control of the defense and settlement of the claim to Contractor (subject to Contractor keeping the indemnified party informed of material developments and otherwise complying with Utah law as requested by the UAGO regarding its rights and obligations to monitor litigation against the State Entities) and provide reasonable cooperation requested by Contractor; provided, however, that any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from

taking) any action, will require the indemnified party's prior written consent (not to be unreasonably withheld, conditioned or delayed).

17. To the extent that any State Entity is obligated to defend or indemnify Contractor (e.g. pursuant to 9.2 of Attachment C "Online Terms" the aggregate liability of all State Entities shall not exceed 2x the fees paid by the State Entities in the 12 months immediately preceding the subject claim. This provision only limits liability where an otherwise valid claim exists against a State Entity, and does constitute a waiver of any claim of governmental immunity or other defense available to any State Entity.

Additional Modifications to Attachment A

18. Attachment A, paragraph 2, Governing Law and Venue is deleted in its entirety. The parties agree that any governing law or venue clause in Attachment C will also be deleted in its entirety, so that the Agreement remains silent as to governing law and venue.
19. Attachment A, paragraph 28, Assignment, is modified by this addition: Contractor may assign this Contract without prior written approval by the State Entity upon 30 days written notice to the UAGO and to each Participating County in the case of a merger, acquisition, or sale of all or substantially all of its assets. If the UAGO or any Participating County reasonably believes in good faith that such an assignment reduces the security of its data or otherwise creates risks to or conflicts of interests with the State Entity, or that such an assignment is likely to be contrary to law (including but not limited to situations in which the acquiring entity is not eligible to hold state contracts), the UAGO on behalf of the State Entity or any Participating County on behalf of itself may terminate the Agreement within 15 days of its receipt of Contractor's notice of assignment.
20. Attachment A, paragraph 29, Remedies, is deleted in its entirety.
21. Attachment A, paragraph 30, Force Majeure, is modified to add "or other event" after "war" in the first sentence.
22. Attachment A, paragraph 31, Confidentiality, is modified as follows: (A) add "use commercially reasonable measures designed to" at the beginning of clause (ii); (B) clause (iii) is modified to allow for disclosures when required by law; and (C) the last sentence is modified to require notice only if Contractor becomes aware of actual misuse or misappropriation of Confidential Information.
23. Attachment A, paragraph 33, Contract Information, is deleted unless Contractor hires or contracts for personnel specifically to provide services to the State Entities under this Agreement, in which case paragraph 33 shall only apply to such hires.
24. Attachment A, paragraph 34, Indemnification Relating to Intellectual Property, shall be limited to claims brought against the UAGO or any Participating County by a third party for use of the Solution by such Participating County in accordance with Attachment A, and shall not apply to the extent that any claim is a result of (A) any modifications to the Solution by any entity other than Contractor, (B) any combination of the Solution with any third-party solutions, services, or processes, (C) any user content uploaded to the Solution, (D) any claim to the extent that it is based upon the errors or omissions of AWS, provided however, that this provision does not constitute a waiver or limitation upon the State Entity's right to pursue whatever relief it may have against AWS for such errors or omissions, or (E) any breach of the Agreement by any State Entities.

25. Attachment A, paragraph 35, Ownership of Custom Deliverables, is modified by this addition: This paragraph, and all terms regarding Custom Deliverables, will apply only if and to the extent that a written Amendment to this Master Contract, signed by both Contractor and UAGO (or by a Participating County, on behalf of only that Participating County), specifies that Custom Deliverables are to be provided by Contractor.
26. Attachment A, paragraph 36, Ownership in Intellectual Property, is modified by this addition: For the sake of clarity, all right, title, and interest in and to the Solution shall remain with the Contractor. Unless a written Amendment to this Master Contract (e.g., for Custom Deliverables) expressly provides for the transfer of any specific intellectual property to the State Entity, no right, title, and interest shall be conveyed by Contractor under this Agreement.

Additional Modifications to Attachment B

27. Except as noted in paragraph 22, all references in Attachment B to notices or information to be given by Contractor to DTS, requirements that Contractor work with DTS, or requirements that approvals to be given by DTS shall refer instead to the Director of the Information Technology Division of the UAGO (currently Chris Earl) or the Director's designee. This provision does not, however, remove or alter any reference to DTS policies or standards in Attachment B.
28. The definition of Security Incident under paragraph 1(m) shall be deleted in its entirety and replaced as follows: "Security Incident" means the unauthorized access to State Data that results in the use, disclosure or theft of State Data. Any notice requirements under paragraph 13, Security Incident or Data Breach Notification, shall be modified to only require that Contractor notify of any Security Incident or Data Breach without undue delay after it becomes aware of any such incident or breach, and, at a minimum, as required to comply with applicable law. Paragraph 14, Data Breach Responsibilities, shall be modified to remove reference to required compliance with *DTS Policy 5000-0002 Enterprise Information Security Policy*.
29. To the extent that Contractor uses AWS for cloud storage of documents or data belonging to UAGO and the Participating Counties, that storage shall be deemed to comply with all provisions of Attachment B, paragraph 12 and Contractor shall not be liable for any breach of that paragraph 12. This will similarly apply if Contractor notifies of a change in cloud storage provider and the State Entities do not object by terminating the Agreement pursuant to Section 10 of this Master Contract.
30. Attachment B, paragraph 8, Updates and Upgrades, shall be modified to refer only to upgrades or updates to any Custom Deliverables or Goods provided under this Agreement (to the extent provided pursuant to an Amendment).
31. For clarity, the requirements specified in Attachment B, paragraph 15, State Information Technology Policies, shall only apply if Contractor is providing the State Entities with Goods or Custom Deliverables.
32. Attachment B, paragraph 20, Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion is replaced in its entirety as follows: All documents and data pertaining to work required by this Agreement will be the property of the State Entities, and with respect to documents or data supplied by a Participating County of that Participating County. The UAGO and Program shall have the right to retrieve any and all such documents and data through the Solution within 30 days after termination or expiration of this Agreement, without restriction or limitation to their future use. Each Participating County shall have the same right with respect to documents and data provided by that Participating County. Contractor shall provide the ability to

retrieve any documents or data under this paragraph in either the format as originally provided, in a format readily useable by the State Entity, or otherwise formatted in a way that allows it to be readily accessed and used. The cost of allowing access to the Solution for purposes of retrieving such documents and data during the 30 days after termination or expiration of this Agreement are included in the price of this Agreement.

- 33. Attachment B, paragraph 22, Compliance with Accessibility Standards, only applies to Custom Deliverables, if any are provided for by a written Amendment to this Master Contract.
- 34. Attachment B, paragraph 23, Right to Monitor Performance and Audit is limited to one assessment, audit, examination, and/or review of Contractor’s sites and environments per contract year, with at least 30 days prior notice to Contractor, provided that this limitation does not apply if the State Entity reasonably believes that it has suffered or is at risk of suffering a security incident or data breach. Any such examination may be done by the UAGO (or by DTS at the request of the UAGO) and shall be done in a commercially reasonable manner that avoids unreasonable disruption of Contractor’s business operations under the circumstances of the examination, after consultation with Contractor. The time and date of such audit will be mutually agreed upon. All data or information accessed or received during the audit and the results of the audit itself (“Audit Materials”) will be the Contractor’s confidential information and may only be used internally to evaluate compliance with the Agreement and may not be disclosed to any unrelated third party. The Audit Materials shall be presumptively designated as a protected record for purposes of the Utah Government Records Act (“GRAMA”) pursuant to Utah Code §63G-2-305(1) as a trade secret and §63G-2-305 (2) as commercial information. This is because the parties agree that the Audit Materials would likely contains information that derives economic value from not being generally known and that is subject to efforts to maintain its privacy. The Audit Materials, if disclosed, could reasonably be expected to result in unfair competitive injury to the insurer and/or the Contractor, and could result in additional cybersecurity risks to the Contractor, State Entities, and others. This paragraph constitutes compliance with Utah Code §63G-2-309 and a presumptive determination by the UAGO that the confidentiality interests of the Contractor, and the benefits the State Entities derive from the UAGO’s access to the Audit Materials, outweigh the public’s interest in disclosure of the Audit Materials. However, the foregoing notwithstanding, this information may be shared with appropriate personnel from DTS or a state auditor that is subject to appropriate confidentiality obligations.

Each party has caused this Agreement to be signed and delivered by its duly authorized representative indicated below.

The Utah Children's Justice Center Program of
The Utah Attorney General's Office

By: *Ric Cantrell*
DocuSigned by: Ric Cantrell
 Name: Ric Cantrell
 Title: Chief of Staff
 Date: 6/10/2022

VidaNyx Inc.

By: *Sara Boyd*
DocuSigned by: Sara Boyd
 Name: Sara Boyd
 Title: CEO
 Date: 6/9/2022

Attachment A - State of Utah Standard Terms and Conditions for Services

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) “**Confidential Information**” means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) “**Contract**” means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
 - c) “**Contract Signature Page(s)**” means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) “**Contractor**” means the individual or entity delivering the Services identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
 - e) “**Custom Deliverable**” means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) “**Services**” means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - g) “**Proposal**” means Contractor’s response to the State Entity’s Solicitation.
 - h) “**Solicitation**” means the documents used by the State Entity to obtain Contractor’s Proposal.
 - i) “**State Entity**” means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - j) “**State of Utah**” means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - k) “**Subcontractors**” means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor’s manufacturers, distributors, and suppliers.
 - l) “**Work Product**” means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor’s intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

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

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or 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. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.

1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

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

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.

8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES:** Contractor 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 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is

not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

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

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **RESERVED.**

18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the

Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

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

21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.

24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party

claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information. Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.

33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.

34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages,

expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:

1. Contractor has received payment for the Custom Deliverables,
2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity. Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** 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.
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
45. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 15 April 2021)

Attachment B - State of Utah Standard Information Technology Terms and Conditions

This is for a contract of information technology Procurement Items and must be accompanied by the State of Utah Standard Terms and Conditions. With the exception of the definitions in this Attachment B, the definitions in Attachment A apply to this attachment. All policies referenced by number in this Attachment are available at <https://dts.utah.gov/policies>. Other policies are available upon request.

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah; or (c) have access to or receive any State Data or confidential information.
- b. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or confidential information or Custom Deliverables of DTS.
- c. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).
- d. "Custom Deliverables" means the product that Contractor is required to design, develop, or customize and deliver to DTS as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by DTS. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.
- e. "Data Breach" means the unauthorized access or acquisition of State Data that compromises the security, confidentiality, or integrity of State Data.
- f. "DTS" means the Utah Department of Government Operations Division of Technology Services.
- g. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.

- h. “Good” means any deliverable not classified as a Custom Deliverable or Service.
 - i. “Intellectual Property Rights” means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
 - j. “Non-Public Data” means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person’s name; government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial account information; or Protected Health Information.
 - k. “Protected Health Information” (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.
 - l. “Response” means the Contractor’s bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity’s Solicitation.
 - m. “Security Incident” means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data.
 - n. “Services” means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.
 - o. “State Data” means all confidential information and Non-Public Data that is created, controlled, maintained, owned, or in any way originating with the State of Utah regardless of where such data or output is stored or maintained.
 - p. “Subcontractors” includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.
2. **CRIMINAL BACKGROUND SCREENING:** Each employee of Contractor and Subcontractor must successfully complete a Federal Criminal Background Check, in accordance with DTS Policy 2000-0014 Background Investigations, prior to being granted Access to Secure State Facilities, State Data, or Technology. Contractor or the applicable employee shall provide DTS with sufficient personal information (at Contractor’s expense) so that a Federal Criminal Background Check may be completed by DTS, at DTS’s expense. DTS will provide Contractor with forms which must be filled out by Contractor and returned to DTS. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities, State Data, or Technology must be fingerprinted by DTS or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. DTS will conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years.

DTS may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify DTS if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. DTS will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred.

3. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by DTS or the State of Utah, Contractor shall follow and enforce DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources and the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct.
4. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by DTS or the State of Utah in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

Contractor will release, indemnify, and hold DTS and the State of Utah harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless DTS and the State of Utah for any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, DTS shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section.

5. **HARDWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS". CONTRACTOR WARRANTS ALL HARDWARE PORTIONS OF ANY GOOD OR CUSTOM DELIVERABLE THAT IT DIRECTLY OR INDIRECTLY PROVIDES FOR A PERIOD OF ONE YEAR. ALL WARRANTIES GRANTED TO DTS BY THE UNIFORM COMMERCIAL CODE OF THE STATE OF UTAH APPLY TO THIS CONTRACT. PRODUCT LIABILITY DISCLAIMERS AND/OR WARRANTY DISCLAIMERS FROM CONTRACTOR OR ITS SUPPLIERS ARE REJECTED. CONTRACTOR WARRANTS THAT THE HARDWARE: (A) WILL PERFORM AS SPECIFIED IN THE RESPONSE; (B) WILL LIVE UP TO ALL SPECIFIC CLAIMS LISTED IN THE RESPONSE; (C) WILL BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH THE HARDWARE IS USED; (D) WILL BE SUITABLE FOR ANY SPECIAL PURPOSES THAT DTS HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO**

CONSIDER WHEN IT ADVISED DTS ABOUT THE HARDWARE IN THE RESPONSE; (E) THE HARDWARE HAS BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (F) IS FREE OF SIGNIFICANT DEFECTS.

- 6. SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM “AS-IS”.** CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE RESPONSE AND ALL SPECIFICATIONS AGREED TO IN WRITING BETWEEN DTS AND CONTRACTOR; (B) BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH SUCH GOODS AND CUSTOM DELIVERABLES ARE USED; (C) BE SUITABLE FOR ANY SPECIAL PURPOSES THAT DTS HAS RELIED ON CONTRACTOR’S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE STATE ABOUT THE GOODS OR CUSTOM DELIVERABLES; (D) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (E) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE DTS WITH BUG FIXES, INCLUDING INFORMING DTS OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE’S USE OF THE SOFTWARE.
- 7. WARRANTY REMEDIES:** Upon breach of warranty, Contractor will repair or replace (at no charge to DTS) the nonconforming Goods or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. These remedies are in addition to any other remedies provided by law or equity.
- 8. UPDATES AND UPGRADES:** Contractor grants to DTS a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. DTS reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.
- 9. BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With DTS’s prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If DTS declines remote diagnostics, Contractor and DTS may agree to on-site technical support, subject to the terms of the Contract.
- 10. TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to DTS in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when DTS makes technical support or maintenance requests.
- 11. ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to DTS or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by DTS. Contractor shall ensure the confidentiality of electronic

deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.

12. SECURE PROTECTION AND HANDLING OF STATE DATA: If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. DTS reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:

- a. **Network Security:** Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:
 - 1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
 - 2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at:
<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
 - 3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by DTS in writing.
- b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah as identified in *DTS Policy 5000-0002*. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). DTS reserves the right to determine if Contractor's level of protection meets the State's security requirements.
- c. **State Data Transmission:** Contractor shall ensure all transmission or exchange of system application data with DTS and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).
- d. **State Data Storage:** All State Data will be stored and maintained in data centers in the United States. No State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.
- e. **Access:** Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.

- f. **State Data Encryption:** Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.
- g. **Password Protection:** Any portable or laptop computer that has access to DTS or State of Utah network, or stores any non-public State of Utah data shall be equipped with strong and secure password protection.
- h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.
- i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by DTS.
- j. **State Data Destruction:** Upon expiration or termination of this Contract, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of DTS, whichever shall come first, unless DTS provides Contractor with a written directive. DTS's written directive may require that certain data be preserved in accordance with applicable law.
- k. **Services Shall Be Performed Within United States:** ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.
- l. **User Support:** Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION: Contractor shall immediately inform DTS of any Security Incident or Data Breach. It is within DTS's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.

- a. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with DTS should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.
- b. **Security Incident Reporting Requirements:** Contractor shall promptly report a Security Incident to DTS.

- c. **Breach Reporting Requirements:** As required by Utah Code 13-44-202 or any other law, Contractor shall immediately notify DTS of a Data Breach that affects the security of State Data.

14. DATA BREACH RESPONSIBILITIES: Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with *DTS Policy 5000-0002 Enterprise Information Security Policy*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with DTS by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with DTS. Contractor is responsible for all notification and remedial costs and damages.

15. STATE INFORMATION TECHNOLOGY POLICIES: If Contractor is providing the State with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:

- a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
- b. **DTS policy 4000-0002, Enterprise User Authentication Standards Policy:** A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.
- c. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
- d. **DTS Policy 4000-0004, Change Management Policy:** Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

16. OWNERSHIP IN CUSTOM DELIVERABLES: Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to DTS. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to DTS, subject to the following:

- a. Contractor has received payment for the Custom Deliverables,
- b. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables.
- c. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by DTS.

Contractor shall grant to DTS a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for DTS and the State of Utah to use the Custom Deliverables.

17. OWNERSHIP, PROTECTION, AND USE OF RECORDS: DTS and the State of Utah shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by DTS in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by DTS in performance of this Contract without the express written consent of DTS.

18. OWNERSHIP, PROTECTION, AND USE OF DATA: DTS and the State of Utah shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public Data without prior written permission from DTS and appropriate officials of the State of Utah.

19. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: In the event that DTS provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from DTS.

20. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION: All documents and data pertaining to work required by this Contract will be the property of DTS and the State of Utah, and must be delivered to DTS within thirty (30) working days after termination or expiration of this Contract,

and without restriction or limitation to their future use. Any State Data returned under this section must either be in the format as originally provided, in a format that is readily usable by DTS, or formatted in a way that it can be used. The costs for returning documents and data to DTS are included in this Contract.

- 21. SURVIVORSHIP:** The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Secure Protection and Handling of State Data; (b) Data Breach Responsibilities; (c) Ownership in Custom Deliverables; (d) Ownership, Protection, and Use of Records, including Residuals of such records; and (e) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (f) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; and (g) any other terms that by their nature would survive the expiration, completion, or termination of this contract.
- 22. COMPLIANCE WITH ACCESSIBILITY STANDARDS:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing websites, hardware, or software for State agencies are required to comply with applicable accessibility guidelines.
- 23. RIGHT TO MONITOR PERFORMANCE AND AUDIT**
- a. **Audit:** Contractor shall, upon written notification permit DTS, or a third party designated by DTS, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist DTS or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist DTS or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards.
- b. **Monitor Performance:** DTS reserves the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
- 24. TIME IS OF THE ESSENCE:** The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.
- 25. STANDARD OF CARE:** For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services

which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

(Revision Date: 22 June 2021)

Attachment C - Vidanix Subscription Terms And Conditions

Last Updated: December 1, 2021

These VMS Subscription Terms and Conditions (“T&C”) are part of the VMS solution subscription service agreement between Vidanix Inc., a Delaware Corporation (“Vidanix”) and the client (“Client”) who entered into a Subscription Order Form (“Order Form”) with Vidanix for a subscription to use Vidanix’s VMS cloud-based digital and video evidence management software-as-a-service solution (“Solution”) or who otherwise signed up to use the Solution through a Vidanix provided online sign-up form. The term “Agreement” as used herein and therein means (i) the Order Form, (ii) this T&C, (iii) the Vidanix Terms of Use available at <http://www.vidanix.com/terms-of-use> (“Terms of Use”), and (iv) any supplemental terms that apply to specific features or services of the Solution, each incorporated into the Agreement by this reference and each shall apply to the provision, accessing and usage of the Solution. If Client purchases a subscription to the Solution through Vidanix’s website, then references to “Order Form” below will refer to the Vidanix webpage that describes the applicable fees, billing period and subscription term for such subscription.

If you purchase a subscription to the Solution for use on your own behalf, references to “Client” in these T&Cs shall refer to you. If you purchase a subscription to the Solution on behalf of a legal entity, then: (i)

you represent and warrant that you have the authority to bind that legal entity to this Agreement; and

(ii) references to “Client” shall refer both to you and that legal entity.

From time to time, Vidanix may modify the terms and conditions set forth in this T&C, and the Terms of Use, and any supplemental terms. Unless otherwise specified by Vidanix, changes become effective for Client upon renewal of the then-current Subscription Term (defined below). Vidanix will use reasonable efforts to notify Client of the changes by communicating through the Solution, email, or other means.

Client may be required to click to accept the modified T&C, Terms of Use, or supplemental terms before using the Solution in a renewal Subscription Term, and in any event continued use of the Solution during the renewal Subscription Term will constitute Client’s acceptance of the version of the T&C, Terms of Use, or supplemental terms in effect at the time the renewal Subscription Term begins.

Vidanix and Client each expressly agree that the Agreement is legally binding upon it.

1 – VIDANIX SOLUTION

1.1 SaaS Subscription. The Solution is a hosted software-as-a-service permitting Client to access and use the Solution. The Solution is provided on a subscription basis for a specified term as described in the applicable Order Form and below and as such term may be renewed as provided below (each, a “Subscription Term”). Client acknowledges that to provide improved customer experience, correct Errors (defined below) and for other reasons Vidanix may make changes to the Solution from time to time.

1.2 Access to Solution. Subject to the terms and conditions of the Agreement, commencing on the Effective Date, Vidanix hereby grants to Client a non-exclusive, non-transferable right during the applicable Subscription Term to access and use, and authorize Permitted Users (defined below) to access and use, the Solution solely for Client’s internal use and pursuant to the restrictions set forth in the Agreement. The “Effective Date” is the date upon which Vidanix receives the upfront fees payable by Client as provided in the initial Order Form, or if purchased online, the date of initial purchase.

1.3 Permitted Users. As part of the registration process, Client will identify an administrative user for Client’s Solution account. Client may authorize additional permitted end users via the Solution (each, with the administrative user, the “Permitted Users”) to access and use the Solution up to the maximum number, if any, designated in the Order Form. Permitted Users must be (a) employees of Client or of Client’s Affiliates, (b) independent contractors and consultants of Client or Client’s Affiliates who are not competitors of Vidanix, or (c) law enforcement, social workers and other governmental personnel that

requires access to User Content (defined below), to support Client's use of the Solution, or (d) other individuals Client authorizes for the sole purpose of receiving peer-review feedback to improve a forensic interviewer's practice (including as may be required to fulfill third-party accreditation standards). Without limiting the foregoing, Client will be responsible for the acts and omissions of each Permitted User and will require that each Permitted User is obligated to comply with appropriate confidentiality obligations. Each user ID credential may be issued by Client only to a single named individual and may not be shared. Client will ensure that all Permitted Users keep their credentials confidential and comply with the terms of the Agreement. Client is responsible for the acts and omissions of its Permitted Users, including compliance by each Permitted Users with the terms and conditions of the Agreement and for the actions taken by Permitted Users or by anyone using Client's accounts and passwords in connection with their access and use of the Solution and User Content. "Affiliate" means each legal entity that is directly or indirectly controlled by Client on or after the Effective Date, for so long as such entity remains directly or indirectly controlled by Client (where "controlled" means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership).

1.4 General Restrictions. Client shall not and shall ensure that its Permitted Users do not: (a) rent, lease, copy, sell, provide access to or sublicense the Solution to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or APIs to the Solution software, except to the extent expressly permitted by applicable law (and then only upon advance notice to VidaNyx), (c) modify the Solution or the Solution software, or create any derivative product from any of the foregoing, (d) remove or obscure any product identification, proprietary, copyright or other notices contained in the Solution, (e) incorporate the Solution into any other offering (whether a software-as-a-service or otherwise), (f) use the Solution to develop a product which is competitive with the Solution or any other VidaNyx product or service offering or (g) publicly disseminate information or analysis regarding the performance of the Solution. Notwithstanding anything to the contrary in the Agreement, the Solution, including all processing of User Content (defined below) by or on behalf of Client shall be provided solely from within, and on computers, systems, networks and other infrastructure located in, the United States, and the Solution is only intended for use by Permitted Users, and for User Content with regard to individuals, residing within the United States.

1.5 Transfer of Client Solution Account. Subject to the terms of this section, Client may transfer its Solution account in its entirety, including the related User Content (defined below), and its rights under the Agreement to a third party, provided that (a) Client is then current on its Solution account fees payable to VidaNyx, (b) the third party transferee is not a competitor of VidaNyx and is capable of fully performing Client's obligations under the Agreement, (c) the third party transferee executes and delivers to VidaNyx an Order Form with the third party transferee's contact and billing information and agreeing to be bound by the terms and conditions of the Agreement and (d) the third party transferee's administrative user provides the user's email address and cellular telephone number to VidaNyx as provided in Section 1.3. Following any permitted transfer, the new third party will be deemed the "Client" for purposes of the Agreement, but the original Client will remain liable for any activities undertaken prior to the transfer.

2 – USER CONTENT

2.1 User Content. "User Content" means any videos, photographs, data, information, materials or other content which Client or any of its Permitted Users inputs or uploads into the Solution and related data storage.

2.2 Client Obligations. Client shall ensure that the use of the Solution by Client and its Permitted Users and all User Content is at all times compliant with all applicable laws and regulations, including those related to data privacy, data security, international communications and the exportation of technical or

personal data. Client is solely responsible for the accuracy, content and legality of all User Content and for compliance with the User Content and other requirements set forth in the Terms of Use. Client represents and warrants to VidaNyx that Client has sufficient rights in the User Content to authorize VidaNyx to process, store and display the User Content for Client as contemplated by the Agreement, and that the User Content and its use hereunder will not violate or infringe the rights of any third party or cause VidaNyx to be in violation of any applicable law.

2.3 Rights in User Content. As between Client and VidaNyx, Client retains all right, title and interest in and to the User Content. Subject to the terms of the Agreement, Client hereby grants to VidaNyx a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, distribute, perform and display the User Content solely to the extent necessary to provide the Solution functionality to Client and its Permitted Users. The User Content will be encrypted by the Solution when uploaded unless otherwise indicated via the Solution (for example, when uploaded in a format different from the format supported by the Solution for encrypted processing). For encrypted User Content, neither VidaNyx nor its personnel will have access to or the ability to view that User Content in an unencrypted state or have access to the Client credentials necessary to unlock or remove the encryption, except as provided in Section 2.5.

2.4 User Content Downloading and Removal. Client has the right during the Subscription Term and for a period of sixty (60) days after the end of the Subscription Term to (a) download, copy, export and remove any and all User Content, related transcriptions, translations and metadata obtained or generated through the Solution and (b) delete any and all such User Content and metadata (other than the Permitted User profiles) stored in the Solution data storage ((a) and (b) collectively, the “User Download Rights”). Additionally, in the event VidaNyx ceases operation for any reason or seeks protection under any bankruptcy, receivership, trust deed, creditor’s arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against VidaNyx, and Client is unable to exercise the User Download Rights itself, then VidaNyx shall use best efforts to help the Client exercise the User Download Rights.

2.5 Usage Statistics; Aggregated Anonymous Data. VidaNyx has the right to (a) monitor, collect, use and store usage statistics regarding Client’s and the Permitted Users’ access and use of the Solution and User Content and (b) use the Solution to generate translations and transcriptions of any audio content included in any User Content. VidaNyx may conduct analytical analysis of the User Content translations and transcriptions and such Solution usage statistics metadata; provided that VidaNyx and its personnel shall have no access to and shall not use any unencrypted personally identifiable information that may be included therein and provided further that the analysis results shall not include any personally identifiable information or be identifiable with respect to Client or the Permitted Users being the source of the underlying User Content (“Aggregated Anonymous Data”). VidaNyx may use Aggregated Anonymous Data (i) for its own internal, statistical analysis, (ii) to develop and improve the Solution, (iii) to create and distribute reports and other materials regarding use of the Solution and (iv) to provide trends and other analytical data and reports derived from usage of the Solution by Client and other VidaNyx clients and their respective uploaded data and content. For clarity, nothing in this Section 2.5 gives VidaNyx the right to publicly identify Client or the Permitted Users as the source of any Aggregated Anonymous Data without Client’s prior written consent.

2.6 VidaNyx Restricted Access. VidaNyx will not permit or enable its personnel to access, listen to or view User Content or personally identifiable information uploaded by Client or Permitted Users as User Content. VidaNyx’s access to such User Content will be limited to access through machine learning tools that do not permit VidaNyx or its personnel to copy, listen to or view such User Content.

2.7 Service Provider Commitment. VidaNyx will not: (a) collect, retain, use, disclose or otherwise process any personal information contained within User Content for any purpose other than as necessary for the specific purpose of performing Services on behalf of Client; (b) collect, retain, use or disclose such

personal information for a commercial purpose other than providing the Services on behalf of Client; or (c) sell such personal information. This Section shall not limit VidaNyx's rights with respect to Aggregated Anonymous Data.

3 – OWNERSHIP

3.1 VidaNyx IP. The Agreement is a subscription agreement for use of the Solution as an online, hosted software-as-a-service and not an agreement for sale. Client acknowledges that it is obtaining only a limited right to use the Solution on a hosted basis and that no ownership rights are being conveyed to Client. Client agrees that VidaNyx or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the Solution, any other VidaNyx deliverables and any and all related and underlying software (including interfaces), databases (including data models, structures and any other non-Client specific data and statistical data), technology, reports and documentation, the Aggregated Anonymous Data, and all copies, modifications and derivative works of the foregoing (including any changes which incorporate any Feedback (defined below)). Further, Client acknowledges that Client has no right to obtain a copy of the Solution or underlying software code. Nothing in this Section 3.1 shall be deemed as granting VidaNyx ownership of User Content or in any way impacting Client's ownership of User Content.

3.2 Feedback. Client and its Permitted Users, from time to time, may submit comments, information, questions, data, ideas, descriptions of processes, or other information to VidaNyx (excluding User Content, the "Feedback"). VidaNyx may in connection with the Solution or any of its other products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise.

4 – SUBSCRIPTION TERM, FEES & PAYMENT

4.1 Fees and Payment. The fees payable by Client for use of the Solution are set forth in the Order Form. Fees shall be paid by Client within thirty (30) days of Client's receipt of VidaNyx's invoice, unless otherwise specified in such Order Form. Except as expressly set forth in Section 6 (Limited Warranty) and Section 9.1 (VidaNyx Indemnification for Intellectual Property Infringement), all fees due under the Order Form are non-cancelable and the sums paid are non-refundable. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, VidaNyx will invoice Client for applicable sales, use, service and other similar taxes. Client will make all payments free and clear of, and without reduction for, any withholding or other taxes; any such taxes imposed on payments by Client hereunder will be Client's sole responsibility. Any late payments may be subject to a service charge equal to 1% per month of the amount due or the maximum amount allowed by law, whichever is less.

4.2 Assumptions; Additional Usage. The fees set forth in the Order Form are based on the Solution usage assumptions and usage limits, such as storage volume, downloads of User Content and any retrieval from long-term storage, set forth therein. If Client uses the Solution in a manner not in substantial conformity to such assumptions or in excess of such usage limitations, VidaNyx may periodically invoice Client for additional fees associated with such different or additional usage.

4.3 Disputed Fees. If Client believes that VidaNyx has billed Client incorrectly, Client must contact VidaNyx no later than sixty (60) days after the closing date on the first billing statement in which the alleged error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to VidaNyx's customer support department.

4.4 Suspension of Services. If payment on Client's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, VidaNyx reserves the right to suspend Client's and the Permitted Users' access to the Solution without liability until such amounts are paid in full.

5 – TERM AND TERMINATION

5.1 Term. Unless otherwise specified in the applicable Order Form, the term of Client's Solution subscription shall begin on the Effective Date and, subject to earlier termination as provided in this Section 5, expire twelve (12) months thereafter ("Initial Term"). After the end of the Initial Term, the term of the Solution subscription will automatically be renewed for successive one-year renewal terms (each, a "Renewal Term") unless Client or VidaNyx provides written notice to the other of its intent not to renew no later than thirty (30) days prior to the end of the current term. The Initial Term and any Renewal Term are collectively referred to as the "Subscription Term."

5.2 Termination for Convenience. Client may terminate the Subscription Term for its convenience by giving at least sixty (60) days' prior written notice to VidaNyx. Client's termination under this Section 5.2 shall not relieve Client of its obligation to pay fees through the scheduled remaining period of the Subscription Term being terminated or entitle Client to a refund of any prepaid fees.

5.3 Termination for Cause. Either party may terminate the Subscription Term by written notice to the other party if the other party (a) fails to cure any material breach of the Agreement (including a failure to pay fees when due) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

5.4 Effect of Termination. Upon the expiration or termination of the Subscription Term, Client shall immediately cease any and all use of and access to the Solution and delete any Solution passwords and access codes and Permitted User credentials and delete (or, at VidaNyx's request, return) any and all copies of any Confidential Information (defined below) of VidaNyx in Client's possession or control; provided, however, that Client's or its permitted transferee's administrative user shall have the right for a period of sixty (60) days after such expiration or termination to exercise the User Download Rights as provided in Section 2.4

5.5 Survival. The following sections of this T&C shall survive any expiration or termination of the Subscription Term: Sections 1.4 (General Restrictions), 2.5 (Aggregated Anonymous Data), 3 (Ownership), 4.1 (Fees and Payment), 5.4 (Effect of Termination), 5.5 (Survival), 6.2 (Warranty Disclaimer), 8 (Limitation of Remedies and Damages), 9.2 (Indemnification by Client), 10 (Confidential Information) and 12 (General Terms).

6 – LIMITED WARRANTY

6.1 Limited Warranty. VidaNyx warrants, for Client's benefit only, that the Solution will operate in substantial conformity with any material specifications published by VidaNyx and made available in writing by VidaNyx to Client. VidaNyx does not warrant that Client's use of the Solution will be uninterrupted or error-free, nor does VidaNyx warrant that it will preserve or maintain the User Content without loss. VidaNyx's sole liability (and Client's sole and exclusive remedy) for any breach of this warranty shall be, in VidaNyx's sole discretion and at no charge to Client, to use commercially reasonable efforts to correct the reported non-conformity, or if VidaNyx determines such remedy to be impracticable, to allow Client to terminate the applicable Subscription Term and receive as its sole remedy a refund of: (a) the portion of the subscription fees specified in the applicable Order Form allocable to the thirty (30) day period prior to the date the warranty claim was made and (b) any fees Client has pre-paid for use of the Solution or related services it has not received as of the date of the warranty claim. The limited warranty set forth in this Section 6.1 shall not apply: (i) unless Client makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared or (ii) if the nonconformity was caused by misuse, unauthorized modifications or third-party hardware, software or services.

6.2 Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 6.1, THE SOLUTION AND ANY OTHER SERVICES ARE PROVIDED "AS IS", CLIENT'S USE OF THE SOLUTION AND SUCH SERVICES SHALL BE AT ITS SOLE RISK AND, TO THE FULLEST

EXTENT PERMITTED BY LAW, NEITHER VIDANYX NOR ANY OF ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, IN CONNECTION WITH THE SOLUTION AND SUCH SERVICES AND CLIENT'S USE THEREOF. EXCEPT AS EXPRESSLY PROVIDED HEREIN, VIDANYX MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SOLUTION OR SUCH SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM CLIENT'S ACCESS TO AND USE OF THE SOLUTION AND SUCH SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF VIDANYX'S SECURE SERVERS OR ANY AND ALL USER CONTENT, PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SOLUTION OR SUCH SERVICES, OR (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SOLUTION OR SUCH SERVICES BY ANY THIRD PARTY. VIDANYX DOES NOT GUARANTEE ANY RESULTS FROM USING THE SOLUTION OR SUCH SERVICES. VIDANYX DOES NOT WARRANT THAT THE SOLUTION OR SUCH SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CLIENT'S REQUIREMENTS; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOLUTION OR SUCH SERVICES. VIDANYX SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF VIDANYX. ALTHOUGH VIDANYX WILL TAKE REASONABLE TECHNICAL AND ORGANIZATIONAL MEASURES DESIGNED TO KEEP THE USER CONTENT STORED THROUGH THE SOLUTION SECURE AND PROTECT IT AGAINST UNAUTHORIZED ACCESS, ALTERATION, DESTRUCTION, DISCLOSURE OR LOSS, DUE TO PROBLEMS INHERENT IN CLOUD-BASED ACCESS AND STORAGE OR OTHER CAUSES, VIDANYX SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ANY UNAUTHORIZED ACCESS, ALTERATION, DESTRUCTION, DISCLOSURE OR LOSS OF USER CONTENT.

7 – SUPPORT AND MAINTENANCE.

During the Subscription Term, VidaNyx will make technical support available to Client by email at support@vidanyx.com or through the support link within the Solution during the following business hours: Monday to Friday, 9am – 6pm Central Time, excluding national holidays. VidaNyx's support personnel will provide Client with remote assistance for help in using and operating the Solution and will accept reports of any bugs, defects, errors, or vulnerabilities in the Solution (collectively, "Errors"). VidaNyx's support personnel will reasonably endeavor to repair or replace, without any additional charge, any Errors that materially limit the operability and use of the Solution.

8 – LIMITATION OF REMEDIES AND DAMAGES

8.1 Limitations. SUBJECT TO SECTION 8.3 (EXCEPTIONS TO LIMITATIONS):

(a) NEITHER VIDANYX NOR CLIENT WILL HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SOLUTION FOR: (1) THE OTHER PARTY'S LOST REVENUES OR PROFITS; (2) FOR ERRORS OR INTERRUPTION OF USE OF THE SOLUTION OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA, INCLUDING USER CONTENT, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (3) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL

LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR (4) EXEMPLARY OR PUNITIVE DAMAGES; EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING TYPES OF LOSSES OR DAMAGES;

(b) VIDANYX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SOLUTION WILL NOT EXCEED THE GREATER OF (1) THE AMOUNT CLIENT PAID TO VIDANYX UNDER THE AGREEMENT FOR THE 12 MONTHS PRECEDING THE SUBJECT CLAIM OR (2) THE AMOUNT PAYABLE BY CLIENT TO VIDANYX DURING THE INITIAL SUBSCRIPTION TERM; AND

(c) For purposes of this Section 8, "LIABILITY" means any liability, whether arising under contract, tort or otherwise.

8.2 Exceptions to Limitations. NOTHING IN THE AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR: (A) DEATH OR BODILY INJURY RESULTING FROM ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS PERSONNEL; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) BREACH OF SECTION 10 (CONFIDENTIAL INFORMATION); (D) OBLIGATIONS UNDER SECTION 4.1 (FEES AND PAYMENT) AND SECTION 9 (INDEMNIFICATION); OR (E) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8.3 Failure of Essential Purpose. The parties agree that the limitations specified in this Section 8 will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose.

9 – INDEMNIFICATION

9.1 VidaNyx Indemnification for Intellectual Property Infringement. Subject to Section 9.3 (Procedures) and the remainder of this Section 9.1, VidaNyx shall (a) defend Client from and against any claim by a third party alleging that the Solution, when used as authorized under the Agreement, directly infringes such third party's U.S. patent, U.S. copyright, or U.S. trademark and (b) in relation to such claim, indemnify and hold harmless Client from any damages and costs finally awarded to such third party or agreed to in settlement by VidaNyx (including reasonable attorneys' fees). If Client's use of the Solution is, or in VidaNyx's opinion is likely to be, enjoined due to the type of infringement specified above, if required by settlement, or if VidaNyx determines such actions are reasonably necessary to avoid material liability, VidaNyx may, in its sole discretion: (i) substitute a substantially functionally similar solution; (ii) procure for Client the right to continue using the Solution; or (iii) if (i) and (ii) are not commercially reasonable, terminate the Agreement and refund to Client the fees paid by Client for the portion of the Subscription Term paid by Client but not rendered by VidaNyx. The foregoing indemnification obligation of VidaNyx shall not apply: (1) if the Solution is modified by any party other than VidaNyx to the extent the alleged infringement is caused by such modification; (2) the Solution is combined with other non-VidaNyx solution, services or processes not authorized by VidaNyx to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Solution; (4) to any action arising as a result of User Content; or (5) if Client settles or makes any admissions with respect to a claim without VidaNyx's prior written consent. THIS SECTION 9.1 SETS FORTH VIDANYX'S SOLE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9.2 Indemnification by Client. Subject to Section 9.3 (Procedures), Client shall defend, indemnify and hold harmless VidaNyx and its employees, agents, successors and assigns from and against any and all losses, damages, liabilities, costs and expenses arising from any claim based on or arising from: (a) the User Content, including any claim based on Client's breach or alleged breach of Section 2.2 (Client Obligations) or the Terms of Use or alleging that the User Content infringes upon any third party's patent,

copyright, trademark, trade secret, or other proprietary right of, or otherwise harms a third party; or (b) Client's or a Permitted User's use of the Solution in violation of the Agreement.

9.3 Procedures. Each party seeking indemnification shall provide the indemnifying Party: (a) prompt written notice of the claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (c) all reasonable necessary cooperation requested by the indemnifying party.

10 – CONFIDENTIAL INFORMATION.

Client and VidaNyx (as "Recipient") agree that all code, inventions, know-how, business, technical and financial information it obtains or learns from the disclosing other party ("Discloser") constitute the confidential property of Discloser ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by Recipient to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Performance information relating to the Solution and the terms and conditions of the Agreement shall be deemed Confidential Information of VidaNyx without any marking or further designation. User Content shall be deemed Client's Confidential Information without any marking or further designation. Except as expressly authorized herein, Recipient will hold in confidence and not use or disclose any Confidential Information that Recipient receives or otherwise learns. Recipient's nondisclosure obligation shall not apply to information which: (i) was rightfully in Recipient's possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of Recipient; (iii) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of Recipient who had no access to such information. Recipient may also disclose Confidential Information if so required pursuant to a regulation, law or court order, but only to the minimum extent required to comply with such regulation or order and with advance notice to Discloser (unless such notice is prohibited by such regulation, law or order). Recipient acknowledges that disclosure of Confidential Information could cause substantial harm to Discloser for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by Recipient, Discloser shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

11 – GENERAL TERMS

11.1 Assignment. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement except upon the advance written consent of the other party, except that (a) Client may assign the Agreement to a permitted third party transferee as provided in Section 1.5 (Transfer of Client Solution Account) and (b) VidaNyx may assign the Agreement to any Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign the Agreement except as expressly authorized under this Section 11.1 or Section 1.5 (Transfer of Client Solution Account) will be null and void.

11.2 Severability. If any provision of the Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, then such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision.

11.3 Governing Law; Jurisdiction and Venue. Excluding conflict of laws rules, the Agreement shall be governed by and construed under the laws of the State of Delaware, U.S.A. All disputes arising out of or in relation to the Agreement or the Solution shall be submitted to the exclusive jurisdiction of the federal and state courts located in Kent County, Delaware. Nothing in this section shall restrict VidaNyx's right to bring an action (including for example a motion for injunctive relief) against Client in the jurisdiction

where Client's place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to the Agreement.

11.4 Attorneys' Fees and Costs. The prevailing party in any action to enforce the Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

11.5 VidaNyx's Client List. Client agrees that VidaNyx may disclose Client as a Solution customer of VidaNyx and use Client's name and logo on VidaNyx's website and in VidaNyx's promotional materials.

11.6 Notice. Any notice or communication required or permitted under the Agreement shall be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section and shall be deemed to have been received by the addressee: (a) if served personally, at the time of service if such service is made during normal business hours (and, if not, on the next business day); (b) if delivered by email or fax, on the first business day following successful transmission and confirmation of receipt, provided that the subject line of any such notice clearly states that it is being delivered as an official notice under this section; (c) if delivered by United States certified mail with postage prepaid and return receipt requested, on certified receipt; (d) if delivered by a recognized overnight courier with delivery charges prepaid and delivery receipt requested, upon receipt or (e) if provided by another method of delivery or notice specified in the Agreement.

11.7 Amendments; Waivers. No amendment to the Order Form shall be binding, unless executed in writing by a duly authorized representative of Client and VidaNyx. No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Client, including any electronic invoicing portals and vendor registration processes, will supersede the terms and conditions of the Agreement, and any such document relating to the Agreement shall be for administrative purposes only and shall have no legal effect.

11.8 Entire Agreement. The Agreement and any other mutually agreed exhibits or attachments) is the complete and exclusive statement of the mutual understanding of Client and VidaNyx, and supersedes and cancels all previous written and oral agreements and communications, relating to the subject matter of the Agreement.

11.9 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement (except for a failure to pay fees) if the delay or failure is due to events which occur after the signing of the Order Form and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, epidemic, act of government, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

11.10 Subcontractors. VidaNyx may use the services of subcontractors for performance of services under the Agreement, provided that VidaNyx remains responsible for compliance of any such subcontractor with the terms of the Agreement.

11.11 Third Party Beneficiaries. No Permitted User or third party is intended to be a third party beneficiary of the Agreement.

11.12 Independent Contractors. Client and VidaNyx are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

11.13 Government End-Users. The Solution is based upon commercial computer software. If the Client or Permitted User is an agency, department or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Solution or any underlying software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Solution was developed fully at private expense. All other use is prohibited.

11.14 Export Control. In its use of the Solution, Client and the Permitted Users shall comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Client represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) Client shall not (and shall not permit any of its Permitted Users or others to) access or use the Solution in violation of any U.S. export embargo, prohibition or restriction.

Attachment D: Participating County Agreement

The undersigned, _____ County of the State of Utah (“Participating County”), hereby agrees to participate in and be bound by the Master Contract Between Guardify, Inc. (F/K/A VidaNyx Inc.) and the Utah Children's Justice Center of The Utah Attorney General’s Office, including all Subordinate Agreements thereto, and modifications thereof (the “Agreement”). Capitalized terms used in this Participating County Agreement not otherwise defined herein shall have the meaning provided to them in the Master Contract.

The Participating County understands that while the Program may receive grants or have other funds which it makes available to help defray all or a portion of the Participating County’s costs associated with the Solution, including those costs identified in the Guardify Subscription Form; and the current version of Attachment C, the Participating County remains ultimately responsible for all amount owed to Guardify.

The Participating County understands and acknowledges that there are risks associated with participating in this Agreement and in using the Solution, which may include loss of data such as witness interviews, data breaches, and other disclosures of highly sensitive information. The Participating County’s remedies against Contractor are limited to this Agreement, and the Participating County hereby waives any claim against The UAGO and the Program except for a claim based upon intentional wrongful acts or gross negligence by the UAGO or the Program. This specifically includes a waiver of any claim against the UAGO or the Program based upon a failure to warn of any costs or risks associated with this Agreement or the use of the Solution, or of any change in the availability or allocation of funding to help defray the Participating County’s financial responsibilities under this Agreement.

The Participating County understands and acknowledges that it may negotiate with Guardify for Custom Deliverables or other Goods or Services, and that the UAGO and the Program are not parties to, or responsible for payment under, any such agreement.

The Participating County hereby agrees to provide all notices it is required or permitted to make under the Agreement in a timely manner, and when the Participating County provides any notice to Guardify it will also provide that notice to the Program. The Participating County will also inform the Program by no later than May 31st of each year if it does not want to participate in the Agreement for the following one-year term.

Each party has caused this Participating County Agreement to be signed and delivered by its duly authorized representative indicated below.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

UTAH COUNTIES INDEMNITY POOL

September 20, 2024

Mack McDonald
San Juan County Administrator
PO Box 338
Monticello, UT 84535

RE: Annual Membership Meeting

Dear Mack:

The Utah Counties Indemnity Pool's Annual Membership Meeting will be held at 11:00 a.m. on Friday, November 22, 2024, at the Megaplex Theatres at Jordan Commons in Sandy, Utah.

Pursuant to the Pool Bylaws, Article 4.7, *Members shall have the obligation to: (b) Designate in writing a representative and one or more alternate representatives for the Membership Meetings. Each representative and alternate representative must be an elected or appointed officer or employee of a Member and must be appointed by majority vote of the governing body or by the county executive or county mayor of the Member to be the Member's official representative for the purposes of the Pool. An alternate representative may exercise all the powers of a representative during a Membership Meeting, in the absence of the representative.*

Please have the San Juan County Governing Body appoint a representative and an alternate representative, who will attend the Membership Meeting on November 22, **by adopting the attached resolution** at the **next Commission meeting**. Please email the signed resolution to amichale@ucip.utah.gov no later than October 22, 2024.

The UCIP Board of Directors request that you encourage the Commissioners to attend this Annual Meeting of the Members. Register for the event through [Eventbrite](#).

Sincerely,



Aly Michale
Executive Administrative Assistant

UTAH COUNTIES INDEMNITY POOL

5397 S Vine Street, Murray, UT 84107-6757
(801)565-8500 ✉ ucip.utah.gov

RESOLUTION OF APPOINTMENT OF A SAN JUAN COUNTY REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE FOR THE UTAH COUNTIES INDEMNITY POOL ANNUAL MEMBERSHIP MEETING

WHEREAS, the Governing Body of San Juan County, Utah, is the proper authority to appoint a qualified person to act as the official representative for San Juan County at the Utah Counties Indemnity Pool Membership Meeting to be held on November 22, 2024; and

WHEREAS, the Governing Body of San Juan County, Utah, has been informed that the By-laws of the Utah Counties Indemnity Pool require that the official representative and an alternate representative for San Juan County must be an elected or appointed officer or employee of a Member and must be appointed by majority vote of the Governing Body of the Member to be the Member’s official representative for the purposes of the Pool

NOW, THEREFORE, be it resolved that the Governing Body of San Juan County, Utah, hereby appoints _____ as the official San Juan County representative for the Utah Counties Indemnity Pool Membership Meeting to be held on November 22, 2024, with _____ as an alternate representative.

RESOLVED ADOPTED AND ORDERED this _____ day of _____, 2024.

GOVERNING BODY
SAN JUAN COUNTY, UTAH

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

SAN JUAN COUNTY COMMISSION RESOLUTION
AUTHORIZING THE FILING OF CROSS-APPEALS
FOR 2024 CENTRALLY ASSESSED PROPERTIES

RESOLUTION NO. _____ ADOPTED _____

A RESOLUTION OF THE SAN JUAN COUNTY COMMISSION APPROVING
THE FILING OF CROSS-APPEALS TO 2024 APPEALS FILED BY
TAXPAYERS SUBJECT TO CENTRAL ASSESSMENT.

IT IS HEREBY RESOLVED BY THE SAN JUAN COUNTY COMMISSION THAT:

WHEREAS, Utah Code Ann. § 59-2-1007 allows a county to object to an assessment and request a hearing with the Utah State Tax Commission (“cross-appeal”) within sixty days from when an owner of a centrally assessed property objects and requests a hearing (“appeal”);

WHEREAS, the following owner with centrally assessed property in San Juan County has filed an appeal with the Utah State Tax Commission contesting their 2024 assessment:

1. **Mid America Pipeline LLC**

WHEREAS, it is in the best interest of the County that it file a cross-appeal(s) so that the County can fully participate in the proceedings initiated by the owner(s), including subsequent appeals to the District Court or Utah Supreme Court arising from such proceedings, with the purpose to protect the County’s financial interests and the equality of the tax burdens of taxpayers within its jurisdiction. In the event any taxpayer files an action in the United States Federal Court, pursuit of and defense of such action on behalf of the County is also authorized.

NOW, THEREFORE, the SAN JUAN COUNTY COMMISSION resolves as follows:

1. That a cross-appeal should be filed by legal counsel and pursued in response to the appeal initiated by the following owners: 1. **Mid America Pipeline LLC.**

2. That the County Commission direct the prosecution of the cross-appeal(s) under the advice of legal counsel, hereby authorizing Thomas W. Peters Esq., to file the necessary cross-appeals to protect the County’s interests.

3. That in the event an appeal by an owner not identified above is subsequently discovered, legal counsel is authorized to file a cross-appeal using his discretion to ensure timeliness, but such cross-appeal must be subsequently brought before the Commission as soon as possible for ratification.

APPROVED and ADOPTED this _____ day of August, 2024.

SAN JUAN COUNTY COMMISSION

Jamie Harvey, Chairman

ATTEST:

By: _____
Lyman W. Duncan
County Clerk/Auditor

APPROVED AS TO FORM:

Mitch Maughan
County Attorney

Voting:

Jamie Harvey, Chairman _____
Silvia Stubbs, Vice-Chair _____
Bruce Adams _____



COMMISSION STAFF REPORT

MEETING DATE: October 1, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Amendment No. 1 to the Agreement for ALJ Services Contract with Judge Cheryl Luke as an Administrative Law Judge for San Juan County. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Approving the Agreement

SUMMARY

Back in March of 2023, the Board of Commissioners approved the agreement with Judge Cheryl Luke to perform Administrative Law Judge services when our contracted Administrative Law Judge was determined biased in the Land Use Appeal for a subdivision approval for property located in Spanish Valley known as County's approval of the Sky Ranch Phase II residential subdivision. Judge Cheryl Luke made her Administrative Law Judge ruling which was then petitioned to District Court for judicial review. The District Court has now remanded the case back to Judge Luke to reconsider items in her or about her ruling. To do this, the County needs to amend the original agreement which increases the fee by \$20 as well as extending the termination date.

The Sky Ranch subdivision was approved in June of 2000 as a 6-lot residential subdivision adjacent to a private airstrip. Since then, in 2021, the County had approved Sky Ranch Estates Phase II which proposed to add 75 additional lots which was appealed.


Agreement for ALJ Services

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


The County and Judge Luke agree as follows:

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

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



Judge Cheryl Luke



Mack McDonald
San Juan County Chief Administrative
Officer

Amendment No. 1 to the Agreement for ALJ Services Contract with Judge Cheryl Luke as an Administrative Law Judge for San Juan County.

This Amendment No. 1 to the Agreement with Cheryl Luke for Administrative Law Judge Services (“Amendment No. 1”) is made and entered into by and between San Juan County (“County”) and Cheryl Luke (“Judge Luke”), identified in this Amendment individually as a “Party” and collectively as “Parties”.

RECITALS

This Amendment No. 1 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. The Parties previously entered into an Agreement for ALJ Services, dated March 7, 2023, (the “Agreement”); and
- B. The Parties, through this Amendment No. 1, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 1, the Parties do hereby agree as follows:

1. Paragraph 3:

The County will compensate Judge Luke at a rate of \$145.00 per hour for her ALJ services which includes the time spent for hearings and dispute resolution....

2. Paragraph 9:

This agreement will terminate on December 31, 2024.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on the dates indicated below.

<p>SAN JUAN COUNTY</p> <p>By: _____ Jamie Harvey, Chair Board of San Juan County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>Lyman Duncan, San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>JUDGE CHERYL LUKE</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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COMMISSION STAFF REPORT

MEETING DATE: October 1, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Halls Crossing AWOS AIP-023 and Rehab Taxiway A Design AIP-022 Grant Agreement Between San Juan County and the State of Utah Department of Transportation Division of Aeronautics. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Approving the Agreement

SUMMARY

San Juan County has worked with the Federal Aviation Administration (FAA) in developing a Capital Improvement Plan for the Cal Black Memorial Airport, in which the plan, for the past several years included an upgrade of the automated All-Weather System that is outdated at the airport. This year's project is the taxiway design. Several years ago, we replaced the runway and then crack sealed the taxiway. Following the Cal Black Masterplan, the next project is the taxiway improvements which includes extending the taxiway to allow for airplane hangars as well as improving the main road into the airport. The Federal Aviation Administration assists in 90% of the total costs of the project. The State of Utah allocates 5% of the costs and then the County picks up the remaining 5%.

HISTORY/PAST ACTION

FISCAL IMPACT

COOPERATIVE AGENCY AGREEMENT

THIS AGREEMENT by and between the Aeronautical Operations Division of the State of Utah, Utah Department of Transportation, hereinafter called the "Division", and **SAN JUAN COUNTY**, hereinafter called the "Sponsor",

WITNESSETH:

WHEREAS, the Sponsor, with the approval of the Division, intends to apply for Federal Funds in aid of an airport project under the "FAA Reauthorization Act of 2018"; and

WHEREAS, under the provisions of Utah Title 72, Chapter 10, Part 3, Federal Airport Funds Act, as amended, the Sponsor appoints the Division its agent for the purpose therein stated,

NOW, THEREFORE, it is agreed by the respective parties: The Sponsor appoints the Division as agent for the Sponsor and the Division agrees to act as agent of the Sponsor for the purpose of accepting, receiving, and receipting for, and disbursing Federal monies and other public monies other than those of the Sponsor made available to finance in whole or in part the planning, construction, and improvement of the **Cal Black Meml** in connection with airport project No. **AIP-022-2024: Rehabilitate Taxiway A (Design)**.

Federal regulations require the Utah Department of Transportation to insure audit coverage of all federal funds passing through the Department to other agencies, the Sponsor agrees to provide the Department with an audit report in conformance with the United States General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities, and Functions; Guidelines for Financial and Compliance Audits for Federally Assisted Programs; Office of Management and Budget Circular A-133, and compliance supplements approved by the Office of Management and Budget. Audit reports in compliance with the above regulations are required for any fiscal year during which costs covered by this agreement are incurred. The audit reports are to be submitted to the Utah Department of Transportation, Office of Internal Audit,

4501 South 2700 West, Salt Lake City, Utah 84119-5998, within 180 days (6 months) of the close of the fiscal year.

The Division does hereby acknowledge its approval of the Federal Aid for the improvement of the airport. Upon receipt of federal funds under this agreement, the Division shall deposit said funds with the State Treasurer from which a state warrant will be issued to the sponsor.

The sponsor shall process and submit to the Division for its approval and/or execution all proper documents, including the project application, plan set, specifications, applications for payment and project completion documentation.

This Agreement shall remain in full force and effect until the present project for the airport development under the "FAA Reauthorization Act of 2018" herein before referred to shall have been either substantially accomplished or abandoned by the Sponsor. It shall not apply to any subsequent or additional projects, nor to any program for development in which the United States does not participate financially.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals.

SAN JUAN COUNTY

Authorized Official (Date)

Attest:

Recorder

(Seal)

State of Utah
Department of Transportation
Aeronautical Operations Division

Director (Date)

Attest:

Division of Aeronautics



COMMISSION STAFF REPORT

MEETING DATE: October 1, 2024

ITEM TITLE, PRESENTER: Consideration and Ratification of the Interagency Agreement between San Juan County and the Utah Department of Workforce Services for Homeless Prevention Services Until 2027 for \$180,081. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Approving the Agreement

SUMMARY

This year we had applied for and received homeless prevention funds totaling a maximum of \$180,081.00 distributed over a 3-year period. Each year, the County will receive \$60,027 to use for homeless prevention. The purpose of this contract is to provide homeless services through projects approved for funding by the Utah Homeless Services Board (UHSB), with efforts focused on making episodes of homelessness rare, brief, and nonrecurring. These services may include the following:

1. Housing stabilization
2. Rental assistance
3. Case management

HISTORY/PAST ACTION

N/A with this grant

FISCAL IMPACT

\$180,081.00



INTERAGENCY AGREEMENT

FY25-FY27 State Homelessness Funding

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

Organization: San Juan County

Address: 117 South Main Street

City, State Zip: Monticello, UT 84535

Vendor Number: 06866HL

Commodity Code: 99999

UEI#: WCYABP2FEVA2

Contractor Type: Government

Subrecipient/Contractor: N/A

Project Name: SJC – State Homeless Prevention

Funding Source: Homeless Services Dedicated Funding (State General Fund)

PURPOSE

This Agreement provides homeless services through projects approved for funding by the Utah Homeless Services Board (UHSB), with efforts focused on making episodes of homelessness rare, brief, and nonrecurring. For project details, refer to the attached Scope of Work.

SOLICITATION

This Agreement has been awarded as a result of the solicitation process, Solicitation #25-DWS-S001.

PERIOD OF PERFORMANCE

This Agreement shall be effective **07/01/2024** through **06/30/2027**. This Agreement shall remain in effect unless terminated sooner in accordance with the terms and conditions herein. The Grantee may have obligations that will survive the termination of this Agreement, including obligations for which performance is due after termination, whether or not the Agreement expressly states the obligation will survive termination.

CONTRACT COSTS

Grantee shall be paid up to a maximum of

- **\$60,027.00** for **Program Year One**, 7/1/2024 through 6/30/2025,
- **\$60,027.00** for **Program Year Two**, 7/1/2025 through 6/30/2026,
- **\$60,027.00** for **Program Year Three**, 7/1/2026 through 6/30/2027,

for a total contract maximum of **\$180,081.00** for costs authorized under this Interagency Agreement. Notwithstanding any other provision of this Agreement, disbursement of grant funds is subject to legislative appropriation. All expenditures and activities must be in accordance with all Attachments herein and must occur within the grant period. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

STATE FISCAL YEAR BILLING DEADLINE

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

ATTACHMENTS

- Attachment A - State of Utah Standard Terms and Conditions for Services
- Attachment B - DWS Interagency Supplemental Terms and Conditions
- Attachment C - Scope of Work
- Attachment D – Budget Narrative and Itemization Form
- Attachment E – DWS-OHS Case Management Standards
- Attachment F – Background Check Requirements
- Attachment G – Code of Conduct
- Attachment H - Non-Disclosure Agreement

RATIFICATION

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

CONTACTS

DWS

Shaylee Tulane
 OHS Program Specialist
 140 East 300 South
 Salt Lake City, UT 84111
 385-401-7091
 stulane@utah.gov


GRANTEE

Jamie Harvey
 County Commission Chair
 117 South Main Street
 Monticello, UT 84535
 435-587-3223
 jharvey@sanjuancounty.org

SIGNATURE AND ACKNOWLEDGEMENT

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

ATTEST: SAN JUAN COUNTY



Bruce Adams (Sep 21, 2024 07:16 MDT)
 Signature


09/21/2024

Date

Commissioner

Print Name and Title

ATTEST: UTAH DEPARTMENT OF WORKFORCE SERVICES



 Casey Cameron, Executive Director

09/24/2024

Date

**RECEIVED AND PROCESSED
BY DIVISION OF FINANCE**

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

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

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

Item 16.

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

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

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

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

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

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

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

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

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

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

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

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

(Revision Date: 12 December 2019)

ATTACHMENT B
DEPARTMENT OF WORKFORCE SERVICES
INTERAGENCY SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

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

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

6. **MONITORING:**

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

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

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

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

- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.
- d. CONTRACTOR acknowledges that grant funds may not be used for the purpose of a "prohibited discriminatory practice," as that term is defined in Utah Code 53B-1-118. Prohibited discriminatory practices include practices that are based in part on an individual's race, color, ethnicity, sex, sexual orientation, national origin, religion, or gender identity. CONTRACTOR certifies that it will not use grant funds to engage in a prohibited discriminatory practice during the term of this Contract, and that if it does, it shall promptly notify the State in writing. Using state funds for a prohibited discriminatory practice may result in termination.
- e. CONTRACTOR also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
- i. If applicable, CONTRACTOR will provide an explanation of the client's rights and protections under 29 CFR Part 38, including displaying DWS' Equal Opportunity is the Law poster. If individual client files are maintained CONTRACTOR will also provide a copy of DWS' Equal Opportunity Notice to the client and maintain a copy in the client file.
 - ii. The CONTRACTOR shall comply with WIOA guidance regarding services and access for persons with limited English proficiency, to the extent they apply to the subject matter of this agreement. Specific guidance is provided at Part IV, Department of Labor Federal Register/Volume 68, No. 103, issued Thursday, May 29, 2003, and Department of Health and Human Services Federal Register/Volume 65, No. 169, August 30, 2000 and Department of Health and Human Services Federal Register Volume 68, Number 153, August 8, 2003.
9. **COMPLIANCE WITH ENVIRONMENTAL REVIEW REQUIREMENTS:** If applicable, DWS funding is contingent upon the CONTRACTOR complying with 24 CFR Part 58 by, among other things, completing the following: (1) Prepare and submit electronically an Environmental Review Record (ERR) to DWS; (2) As required, publish public notices and submit documentation; (3) Receive an environmental clearance letter or an Authorization to Use Grant Funds (AUGF); and (4) Perform the mitigation actions identified by the ERR. CONTRACTOR must adhere to the requirements of 24 CFR Part 58. Should CONTRACTOR violate 24 CFR Part 58 prior to, during, or following completion of the construction of the project, funds disbursed under this Agreement shall be immediately due and payable to DWS.
10. **NOTIFICATION OF THE INTERNAL REVENUE SERVICE:** It is DWS's policy to notify the Internal Revenue Service of any known violations of IRS regulations.
11. **ACCOUNTS AND PAYMENTS AT TERMINATION:** Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In no event shall DWS be liable to CONTRACTOR for compensation for any good or service neither requested nor accepted by DWS. In no event shall DWS's exercise of its right to terminate this Contract relieve the CONTRACTOR of any liability to DWS for any damages or claims arising under this Contract.
12. **LAWS AND REGULATIONS:** The Grantee shall ensure that all supplies, services, equipment, and construction furnished under this Agreement complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Grantees receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

13. **WARRANTY:** Grantee warrants, represents, and conveys full ownership and clear title to the goods provided under this Agreement. Grantee warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Agreement shall be new and free from defects; (c) goods and services perform according to all claims that Grantee made in its Proposal; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Grantee's Proposal; (f) goods are properly designed and manufactured; and (g) goods create no harm to persons or property. Grantee warrants and assumes responsibility for all goods that it sells to the State under this Agreement for a period of one year, unless a longer period is specified elsewhere in this Agreement. Grantee acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this Agreement. Product liability disclaimers and warranty disclaimers are not applicable to this Agreement and are deemed void. Remedies available to the State include but are not limited to: Grantee will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Grantee will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.
14. **TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Agreement. For all Services, time is of the essence. Grantee is liable for all damages to DWS, the State, and anyone for whom the State may be liable as a result of Grantee's failure to timely perform the Services.
15. **BILLINGS AND PAYMENTS:** Payments to CONTRACTOR will be made upon receipt of itemized billing for authorized service(s) supported by appropriate documentation. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after contract termination or they may be delayed or denied. Billing for services for the month of June must be received no later than July 15th due to DWS's fiscal year end. Billings submitted after this date may be denied. DWS will not allow claims for goods or services furnished by CONTRACTOR which are not specifically authorized by this contract. DWS has the right to adjust or return any invoice reflecting incorrect pricing.
16. **PAYMENT RATES (Does not apply to contracts with DWS set rates or fee-for-performance rates):** Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the Contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the Contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the Contract term unless rate change is specifically stated in the contractual terms.
17. **PAYMENT WITHHOLDING:** CONTRACTOR agrees that the reporting and record keeping requirements specified in this Contract are a material element of performance and that if, in the opinion of DWS, CONTRACTOR'S record keeping practices and/or reporting to DWS are not conducted in a timely and satisfactory manner, DWS may withhold part or all payments under this or any other Contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, DWS agrees to notify CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
18. **OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES:** CONTRACTOR agrees that if during or subsequent to the CONTRACTOR'S CPA audit or DWS determines that payments were incorrectly reported or paid, DWS may amend the Contract and adjust the payments.

To be eligible for reimbursement, CONTRACTOR expenditures must be adequately documented. Upon written request, CONTRACTOR will immediately refund to DWS any overpayments, as determined by audit or DWS. CONTRACTOR further agrees that DWS shall have the right to withhold any or all subsequent payments under this or other contracts with CONTRACTOR until recoupment of overpayment is made.

- 19. **PRICE REDUCTION FOR INCORRECT PRICING DATA:** If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sum because CONTRACTOR furnished cost or pricing data (e.g., salary schedules, reports of prior period costs) which was not accurate, complete and current, the price or cost shall be reduced accordingly. The Contract may be modified in writing as necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action DWS may take in reference to such price reduction shall be independent of, and not be prejudicial to, DWS'S right to terminate this Contract.
- 20. **FINANCIAL/COST ACCOUNTING SYSTEM:** CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with accounting principles generally accepted in the United States of America. An entity's accounting basis determines when transactions and economic events are reflected in its financial statements. An entity may record its accounting transactions and events on a cash basis, accrual basis, or modified accrual basis; however the cash method of accounting is not appropriate for governmental entities. CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (e.g., vouchers, invoices, receipts), which shall be stored and filed in a systematic and consistent manner. CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of six (6) years after the final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this Contract, it is subject to an assessment for over-payment.
- 21. **DWS COST PRINCIPLES FOR COST REIMBURSEMENT CONTRACTS:**
 - a. Federal cost principles determine allowable costs in DWS Contracts. CONTRACTOR may locate the Federal Cost Principles applicable to its organization by searching the appropriate federal government websites.
 - b. Compliance with Federal Cost Principles: For CONTRACTOR'S convenience, DWS provides Table 1 below, "Cost Principles," as a reference guide to the applicable cost principles. However, the information in this table is not exhaustive, and CONTRACTOR understands that it is obligated to seek independent legal and/or accounting advice. As shown in Table 1, "Cost Principles," the principles applicable to a particular CONTRACTOR depend upon CONTRACTOR'S legal status.

Table 1: Cost Principles

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

- c. Compensation for Personal Services - Additional Cost Principles:
In addition to the cost principles in the federal circulars concerning compensation for personal services, the following cost principles also apply:
 - i. The portion of time a person devotes to a program should be disclosed in the budget as a percent of 40 hours per week.
 - ii. Employees who are compensated from one or more contracts or from programmatic functions must maintain time reports, which reflect the distribution of their activities.

- iii. If total work time exceeds 40 hours and CONTRACTOR wants reimbursement for the time devoted to DWS programs over 40 hours, the following two conditions must be met: 1) A perpetual time record must be maintained and 2) Prior written approval must be obtained from DWS'S Finance- Contracting Division.
 - iv. Compensation for Personal Expenses: DWS will not reimburse CONTRACTOR for personal expenses. For example spouse travel when the travel costs of the spouse are unrelated to the business activity, telecommunications and cell phones for personal use, undocumented car allowances, payments for both actual costs of meals and payments for per diem on the same day, and business lunches (not connected with training).
 - d. Third-Party Reimbursement and Program Income: CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this Contract. Other sources of funding include, but are not limited to, third party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DWS be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DWS.
22. **ADMINISTRATIVE EXPENDITURES:** DWS will reimburse administrative expenses as allowed by the budget terms of this agreement. CONTRACTOR with a federally approved Negotiated Indirect Cost Rate Agreement (NICRA) must provide DWS with a copy of their approval letter from the federal cognizant agency along with information on the base(s) used to distribute indirect costs.
23. **CHANGES IN BUDGET (cost reimbursement contracts only):** The budget attached hereto shall be the basis for payment. CONTRACTOR may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Indirect Expenses" or Category II, "Direct Administrative Expenses" or between Categories I and II, without prior written approval by DWS. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to DWS. CONTRACTOR may, however, shift between either Category I or II to Category III with prior approval from DWS. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the grant restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
24. **WORKFORCE SERVICES JOB LISTING:** CONTRACTOR must post employment opportunities with DWS for the duration of the Contract.
25. **GRIEVANCE PROCEDURE:** CONTRACTOR agrees to establish a system whereby recipients of services provided under this Contract may present grievances about the operation of the program as it pertains to and affects said recipient. CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from the program, or operation of the program, and of their right to a review of the grievance by DWS. CONTRACTOR will advise applicants in writing of rights and procedures to present grievances. In the event of a grievance, CONTRACTOR will notify DWS contract owner of the grievance and its disposition of the matter.
26. **FINANCIAL REPORTING AND AUDIT REQUIREMENTS:** CONTRACTOR shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F; Utah Code: 51-2a-201.5, Utah Code: 53A-1a-507. Utah Admin. Code Rule R123-5, the *State of Utah Compliance Audit Guide* (SCAG). Further information on financial reporting and audit requirements is available at auditor.utah.gov.

27. **PROTECTION AND USE OF CLIENT RECORDS:** CONTRACTOR shall comply with the Government Data Privacy Act (GDPA), Title 63A, Chapter 19, under which a CONTRACTOR that enters into or renews an agreement with a governmental entity and processes or has access to personal data as part of the CONTRACTOR's duties under the agreement, is subject to the requirements of the GDPA with regard to the personal data processed or accessed by the CONTRACTOR to the same extent as required of the governmental entity. The use or disclosure by any party of any personally identifiable information concerning a recipient of services under this contract, for any purpose not directly connected with the administration of DWS'S or CONTRACTOR'S responsibilities with respect to this contract is prohibited except as required or allowed by law.
- CONTRACTOR shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. CONTRACTOR shall indemnify, hold harmless, and defend DWS and the State of Utah, including anyone for whom DWS or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by CONTRACTOR or anyone for whom the CONTRACTOR is liable.
- This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

ATTACHMENT C
SCOPE OF WORK
 San Juan County

I. Purpose

- A. This contract is to provide homeless services through projects approved for funding by the Utah Homeless Services Board (UHSB), with efforts focused on making episodes of homelessness rare, brief, and nonrecurring.
- B. GRANTEE will provide the following services under this contract:
 - i) Homelessness Prevention (HP)
- C. HMIS Project Name:
 - i) SJC - State Homeless Prevention

II. GRANTEE Project Responsibilities

GRANTEE shall:

- A. Provide tenant-based Homeless Prevention (HP) services to individuals and families at immediate risk of homelessness or who otherwise meet an at-risk of homelessness definition within the San Juan County Local Homeless Council (LHC) jurisdiction.
 - i) Homeless Prevention (HP) services may include:
 1. Housing stabilization
 2. Rental assistance
 3. Case management

III. Additional Responsibilities

GRANTEE shall:

- A. Abide by attached DWS-OHS Case Management Standards.
- B. Provide activities that align with and support the UHSB and the Statewide Collaboration for Change: Utah's Plan to Address Homelessness.
- C. Support Continuum of Care (CoC) and Local Homeless Council (LHC) activities, policies, and procedures.
- D. Participate in local Coordinated Entry System, including consistent contributions benefitting the maintenance of the applicable CoC by-name list or LHC prioritization process.
- E. Complete all training required by the UHMIS Policies and Procedures if applicable and other training deemed necessary by DWS-OHS staff.
- F. Participate in the Annual Point-in-Time (PIT) Homeless Count.
- G. Participate in the Housing Inventory Count (HIC).
- H. Support data initiatives and other federally mandated reporting as requested by DWS-OHS.

- I. Participate in reasonable technical assistance activities provided by DWS-OHS staff or its designees. Failure to respond to email and other correspondence from DWS-OHS and its designees within 10 business days, without reasonable cause, will be referred for grant review. A grant review may result in probation or termination of the grant.
- J. Ensure all project-funded personnel are in compliance with the requirements outlined in the attached Background Check Requirements.
- K. Ensure that all project-funded personnel have reviewed and signed the attached Code of Conduct and Non-Disclosure Agreement at the beginning of the contract or upon hire. Signed copies of the Code of Conduct and Non-Disclosure Agreement must be maintained in employee files for compliance review.
- L. Prioritize the ongoing cleanliness and maintenance of the facility for those projects that receive funding related to a specific facility, such as an emergency shelter or project-based housing site. DWS-OHS will perform periodic inspections of the projects to ensure these expectations are being met and to assist GRANTEE in meeting these expectations as necessary.
- M. Attain written approval from DWS-OHS for any deviations from this Scope of Work. DWS-OHS reserves the right to deny any change requests. If applicable, DWS-OHS must approve any subgrantees through the application process. GRANTEE is responsible for any subgrantee's compliance with the Terms and Conditions of this contract and will provide DWS-OHS a copy of any agreements with subgrantees.

IV. **Policies and Procedures**

- A. GRANTEE shall provide DWS-OHS with a copy of project level policies and procedures by the first quarter of the fiscal year. Policies and procedures must include details for the following:
 - i) Project participation in local Coordinated Entry Systems, including consistent contributions benefitting the maintenance of the applicable Continuum of Care (CoC) by-name list and Local Homeless Council (LHC) prioritization processes.
 - ii) Referral process for individuals or heads of households for case management in alignment with the DWS-OHS attached Case Management Standards.
- B. GRANTEE policies and procedures must align with the approved project type(s) and services funded by this contract.

V. **Client Eligibility**

- A. Individuals must be determined eligible for services, as outlined in agency policies and procedures and by applicable Utah code.

VI. Utah Homeless Management Information System (UHMIS) or Comparable Database

- A. Non-Domestic Violence Service GRANTEE is required to enter all data elements into UHMIS that are associated with the current HUD HMIS Data Standards Manual, other HUD-approved data standards manuals, and the State of Utah data standards within 5 days of client interactions.
- B. Non-Domestic Violence Service GRANTEE is required to ensure data entered into UHMIS for this program meets the minimum data quality standards as outlined in the UHMIS Standard Operating Procedures. Further information can be found at <https://utahhmis.org/about/governance/>.
- C. All data entered into UHMIS or a HMIS-comparable database should be report-ready by the 15th day following the last day of each month. Report-ready is when data entered for that period is accurate and complete to the best of the GRANTEE'S knowledge and ability.
- D. Performance data will be evaluated at least quarterly on the following schedule:

Quarter	Reporting Period	Reporting Due Date
First Quarter	July 1 – September 30	October 15
Second Quarter	October 1 – December 31	January 15
Third Quarter	January 1 – March 31	April 15
Fourth Quarter	April 1 – June 30	July 15

- E. The full year's data will be pulled at the same time as the fourth quarter report. In addition, a narrative report will be required after completion of the grant.

VII. Other Reporting Requirements

- A. GRANTEE must participate in statewide data collection and reporting efforts required by DWS-OHS.
- B. GRANTEE will need to provide any additional reporting as requested by DWS-OHS.

VIII. Case Management Requirements

- A. In alignment with Statewide Collaboration for Change: Utah's Plan to Address Homelessness, DWS-OHS has adopted Case Management Standards to ensure equitable access to high-quality services for all clients.
- B. The Housing Focused Model as outlined in the attached DWS-OHS Case Management Standards must be followed by all projects funded by DWS-OHS.

- C. GRANTEE must utilize the Utah Homeless Management Information System (UHMIS) or an approved HMIS comparable database to record case management services and service plan progress. Service plans must be created with the client within 7 days as outlined in the attached DWS-OHS Case Management Standards and entered in UHMIS or a comparable database in accordance with HMIS data standards.
- D. Case management plans should be a collaboration between agencies for individuals that are enrolled in multiple projects at the same time.

IX. **Outcomes**

- A. All projects have expected 3-year performance outcomes that are approved by DWS-OHS.
- B. New projects expected outcomes are based on anticipated services delivered.
- C. Specific performance goals will be established through negotiation between GRANTEE and DWS-OHS staff during the first quarter.
- D. Outcomes will be reported using the HMIS quarterly reports provided by DWS-OHS.
- E. Performance Measures
 - i) Case Management Standards

Performance Measures	
1. Number of heads of household referred to case management	85%
2. Percentage of heads of household in each project with a case management plan entered in HMIS or DV Comparable database	85%
3. Percentage of case plans for heads of household created within 7 days	100%

ii) Homeless Prevention

SJC - State Homeless Prevention	
Performance Measures	Goal
1. Number of clients served	15
2. Number of households served	10

3. Average length of project participation in days for leavers (clients who exited)	150
4. Average length of project participation in days for stayers (clients still enrolled)	150
5. Number of project leavers (clients who exited)	15
6. Number of clients who exited to a permanent destination	8
7. Number of clients who exited to an emergency shelter, including hotel or motel paid for with emergency shelter voucher	2
8. Number of clients who exited to a place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	2
9. Number of clients who exited to data not collected and no exit interview completed	10% or less

X. **Monitoring**

- A. GRANTEE shall permit DWS-OHS the right of compliance reviews which may include but are not limited to, desk reviews, site visits, technical assistance, and expenditure reviews.
- B. If it is discovered that GRANTEE is not in compliance with the contract, Collaborative Applicants may be included in the monitoring process to support DWS-OHS in remedying concerns.
- C. GRANTEE performance may impact future funding recommendations.

XI. **Budget**

- A. Invoicing for Reimbursement
 - i) Adhere to the approved budget set forth in the attached Budget Narrative and Itemization Form.
 - ii) Claims for reimbursement of expenditures will be submitted online no less than quarterly through [WebGrants 3](#).
 - 1. If a new system for invoicing is utilized, the GRANTEE will be notified of the process for submitting claims for reimbursement.
 - iii) Claims must be submitted on a cost reimbursement basis including supporting documentation.
 - iv) Year-end payment is contingent upon DWS-OHS verification that grant requirements have been met.
 - v) All projects must meet requirements outlined in the [DWS-OHS Eligible Expenses Guide](#).

- vi) Changes to the budget must be authorized in writing by DWS-OHS prior to the expenditure date.
- vii) Any unspent funds do not roll over to the following fiscal year and contracts will be amended to return the unspent funds to DWS-OHS.

Attachment D - Budget Narrative and Itemization Form

DWS Office of Homeless Services (OHS)

July 1, 2024 - June 30, 2025

Organization:	San Juan County
HMIS Project Name(s):	SJC - State Homeless Prevention
WebGrants Project Letter:	A
Contract Award Amount:	\$60,027.00

All planned expenses must be itemized, detailed and described for each line item.
Cells may be expanded as necessary in order to provide all required information. Funding cannot supplant or replace existing funding.

Category I - Indirect Expenses:

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.

b) De Minimis - If the organization does not have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: ****All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.**

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

Category II - Direct Administrative Expenses:

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

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Program Insurance		\$ -
Agency Space Costs		\$ -
Agency Utilities		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services		\$ -
Supplies		\$ -
Travel & Transportation		\$ -

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

Total Category I/Category II Administrative Expenses	\$ -
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Category III - Project Expenses:		
Category III Project Expenses	Itemized Details of OHS Grant Funds Requested	Grant Funds Requested
**Salaries	1 Homeless Prevention Coordinator Salary .5 FTE (1040 hours) at an estimated rate of \$30-\$31 per hour.	\$ 31,500.00
**Fringe Benefits		\$ -
Client Rent and Arrears Payments	Client rental assistance for 5 estimated \$663 (studio) to upwards of \$1649 (4-bedroom)	\$ 14,906.75
Client Deposit, App Fees, and Utility Assistance	5 client deposit payments 5 client utility payments 5 client application fee's payments	\$ 12,120.25
Client Services		\$ -
Hotel/Motel Payments		\$ -
**Conference Attendance and Staff Training/Development		\$ -
**Program Communications	Monthly internet bill allocated to contracted staff	\$ 500.00
**Professional Fees & Contract Services		\$ -
Program Space Costs		\$ -
**Program Insurance		\$ -
**Program Supplies, Space Utilities, Etc.	Laptop computer and laptop software (if applicable) Office supplies including but not limited to paper, pens, etc.	\$ 1,000.00
Program Equipment		\$ -
**Program Transportation		\$ -
**Sub-awards - limited to the first \$25,000		\$ -
Total Category III Project Expenses		\$ 60,027.00
Total Expenses Category I/II and Category III		\$ 60,027.00

Attachment D - Budget Narrative and Itemization Form

DWS Office of Homeless Services (OHS)

July 1, 2025 - June 30, 2026

Organization:	San Juan County
HMIS Project Name(s):	SJC - State Homeless Prevention
WebGrants Project Letter:	A
Contract Award Amount:	\$60,027.00

All planned expenses must be itemized, detailed and described for each line item.
Cells may be expanded as necessary in order to provide all required information. Funding cannot supplant or replace existing funding.

Category I - Indirect Expenses:

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.

b) De Minimis - If the organization does not have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: ****All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.**

Category I *Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		\$ -

**Cannot exceed the entities federally approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III **expenses.*

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

Category II - Direct Administrative Expenses:

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

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Program Insurance		\$ -
Agency Space Costs		\$ -
Agency Utilities		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services		\$ -
Supplies		\$ -
Travel & Transportation		\$ -

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

Total Category I/Category II Administrative Expenses	\$ -
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Category III - Project Expenses:		
Category III Project Expenses	Itemized Details of OHS Grant Funds Requested	Grant Funds Requested
**Salaries	1 Homeless Prevention Coordinator Salary .5 FTE (1040 hours) at an estimated rate of \$30-\$31 per hour.	\$ 31,500.00
**Fringe Benefits		\$ -
Client Rent and Arrears Payments	Client rental assistance for 5 estimated \$663 (studio) to upwards of \$1649 (4-bedroom)	\$ 14,906.75
Client Deposit, App Fees, and Utility Assistance	5 client deposit payments 5 client utility payments 5 client application fee's payments	\$ 12,120.25
Client Services		\$ -
Hotel/Motel Payments		\$ -
**Conference Attendance and Staff Training/Development		\$ -
**Program Communications	Monthly internet bill allocated to contracted staff	\$ 500.00
**Professional Fees & Contract Services		\$ -
Program Space Costs		\$ -
**Program Insurance		\$ -
**Program Supplies, Space Utilities, Etc.	Laptop computer and laptop software (if applicable) Office supplies including but not limited to paper, pens, etc.	\$ 1,000.00
Program Equipment		\$ -
**Program Transportation		\$ -
**Sub-awards - limited to the first \$25,000		\$ -
Total Category III Project Expenses		\$ 60,027.00
Total Expenses Category I/II and Category III		\$ 60,027.00

Attachment D - Budget Narrative and Itemization Form

DWS Office of Homeless Services (OHS)

July 1, 2026 - June 30, 2027

Organization:	San Juan County
HMIS Project Name(s):	SJC - State Homeless Prevention
WebGrants Project Letter:	A
Contract Award Amount:	\$60,027.00

All planned expenses must be itemized, detailed and described for each line item.
Cells may be expanded as necessary in order to provide all required information. Funding cannot supplant or replace existing funding.

Category I - Indirect Expenses:

a) NICRA - If the organization has a federally approved Negotiated Indirect Cost Rate Agreement (**NICRA**), the NICRA **must** be used in Category I, unless the organization voluntarily chooses to waive indirect costs or charge less than the full indirect cost rate. Any administrative costs that are not part of the basis of the NICRA and are direct charged can be listed in Category II.

b) De Minimis - If the organization does not have a NICRA and chooses a **de minimis rate**, Category I **must** be used. The de minimis rate can be charged at 10% of Modified Total Direct Costs (MTDC). MTDC is defined as being: ****All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward.**

Category I *Indirect Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Indirect Costs		\$ -

**Cannot exceed the entities federally approved indirect cost rate (NICRA) - OR - the entities 10% de minimis rate certificate based upon eligible Category III **expenses.*

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

Category II - Direct Administrative Expenses:

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

Category II Direct Administrative Expenses	Itemized Details of Grant Funds Requested	Grant Funds Requested
Salaries		\$ -
Fringe Benefits		\$ -
Communications		\$ -
Equipment		\$ -
Program Insurance		\$ -
Agency Space Costs		\$ -
Agency Utilities		\$ -
Professional Development & Training		\$ -
Professional Fees & Contract Services		\$ -
Supplies		\$ -
Travel & Transportation		\$ -

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

Total Category I/Category II Administrative Expenses	\$ -
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Category III - Project Expenses:		
Category III Project Expenses	Itemized Details of OHS Grant Funds Requested	Grant Funds Requested
**Salaries	1 Homeless Prevention Coordinator Salary .5 FTE (1040 hours) at an estimated rate of \$30-\$31 per hour.	\$ 31,500.00
**Fringe Benefits		\$ -
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Client Services		\$ -
Hotel/Motel Payments		\$ -
**Conference Attendance and Staff Training/Development		\$ -
**Program Communications	Monthly internet bill allocated to contracted staff	\$ 500.00
**Professional Fees & Contract Services		\$ -
Program Space Costs		\$ -
**Program Insurance		\$ -
**Program Supplies, Space Utilities, Etc.	Laptop computer and laptop software (if applicable) Office supplies including but not limited to paper, pens, etc.	\$ 1,000.00
Program Equipment		\$ -
**Program Transportation		\$ -
**Sub-awards - limited to the first \$25,000		\$ -
Total Category III Project Expenses		\$ 60,027.00
Total Expenses Category I/II and Category III		\$ 60,027.00

Attachment E DWS-OHS CASE MANAGEMENT STANDARDS

OVERVIEW

A **housing focused model** must be followed with all projects funded by DWS-OHS. The purpose of any case management activity should be to assess the client's needs, connect and make referrals to community-based providers, engage the client in developing an applicable housing focused service plan, and follow up on the status of addressing a client's needs. Case management services must be routinely attempted with clients and program assistance may not be contingent on the client participating in such activities. A client must not be evicted or terminated from a project for failure to meet with a case manager. Both case management activities and service plans should be used as a collaboration tool between community-based providers where consent has been granted and the collaboration will help meet the needs of a participating individual.

Case managers must utilize the Utah Homeless Management Information System (UHMIS) or an approved UHMIS comparable database to record case management services and service plan progress. Service plans should be created with the client within the project-based timeframe below and entered in accordance with all applicable data standards.

Project Type	Service Plan Should be <u>CREATED</u> Within
Rapid Re-housing and Homeless Prevention	(7) calendar days of project enrollment
Transitional Housing	(7) calendar days of project enrollment
Permanent Supportive Housing	(7) calendar days of project enrollment
Emergency Shelter (Entry/Exit)	(7) calendar days of project enrollment
Emergency Shelter (Night by Night)	(7) calendar days of project enrollment
Street Outreach	(7) calendar days of project enrollment

DEFINITIONS

A **housing focused model** is a service approach that prioritizes assisting individuals and families experiencing homelessness in obtaining and maintaining housing.

Additionally, this approach is client-led and does not have preconditions and barriers to program entry, such as sobriety, treatment, or service participation requirements. A **case manager** must abide by the housing focused model and should support a client in addressing their physical, psychological and social needs. In addition, a case manager will help a client make progress towards exiting homelessness and obtaining/maintaining housing.

Case managers are responsible for working with a client to create service plans. A **service plan** is an ongoing assessment of a client's service needs (i.e., social, employment, mental health, transportation) with the overarching goal of helping a client address the needs associated with obtaining or maintaining stable housing. A service plan should be created within (7) calendar days of project enrollment.

PROJECT-BASED CASE MANAGEMENT

Rapid Re-housing (RRH) and Homeless Prevention (HP)

All individuals enrolled in RRH or HP projects must have access to case management. In addition to assessing physical, psychological, and social needs, service plans must evaluate the client's ability to resume rent after program assistance ends, work towards increasing all available sources of income, and make long-term connections to mental and physical health supports, transportation, and other applicable resources that support housing stability.

Housing case managers are expected to attempt to engage the client in case management activities at least monthly, including reviewing, monitoring, and modifying service plans. When possible, case management meetings should take place in the client's home. While monthly meetings are the foundation for effective case management, projects are required to provide adequate support throughout the client's enrollment in order to meet their individual needs. Projects should maintain flexible case management schedules as indicated by project and client needs.

Transitional Housing (TH)

All individuals enrolled in a TH project must have access to case management. Required service plans must assess the client's ability to resume rent after program assistance ends, work towards increasing all available sources of income, and make long-term connections to mental, social, and physical health supports, transportation, and other applicable resources that support housing stability.

Housing case managers are expected to attempt monthly case management and engage with clients for the purpose of reviewing, monitoring, and modifying service plans. When possible, case management meetings should take place in the client's home. While monthly meetings are the foundation for effective case management, it is required that projects provide adequate support throughout the client's enrollment. Projects should maintain flexible case management schedules as indicated by project and client needs.

Permanent Supportive Housing (PSH)

All individuals enrolled in a PSH project must have access to monthly case management and a corresponding service plan to help clients achieve long term goals and retain permanent housing. In addition to assessing physical, psychological, and social needs, service plans could explore move on strategies in the event that program assistance ends. During this exploration, case managers must help facilitate the client's relationship with Continuum of Care (CoC), HUD-funded multifamily housing, and mainstream community-based providers.

Case managers are expected to engage with clients at least monthly to review, monitor, and modify service plans. When possible, case management meetings should take place in the client's home. While monthly meetings are the foundation for effective case management, it is required that projects provide adequate support throughout the client's enrollment. Projects should maintain flexible case management schedules as required by project needs.

Emergency Shelter (ES) (Entry/Exit and Night-by-Night)

All individuals enrolled in an ES project must have access to case management. Aside from evaluating physical, psychological, and social needs, service plans should focus on supporting the client's goals of obtaining and securing housing as quickly as possible. Though projects should maintain flexible case management schedules as required by project and client needs; weekly case management should be attempted to provide adequate support to a client throughout their enrollment. Case managers are expected to review, monitor, and modify service plans with the client at least monthly.

Street Outreach (SO)

All individuals enrolled in a SO project must have access to case management. Required service plans primarily support the client's goals of obtaining and securing stable housing as quickly as possible.

Service plans may include plans to temporarily stay with friends or family or enter an appropriate residential project, such as emergency shelter or a healthcare facility. When appropriate and desired by the client, service plans could also include goals related to increasing all available sources of income, long-term connections to mental, social, and physical health supports, transportation, and other needs to support housing stability.

Though projects should maintain flexible case management schedules as required by project and client needs; weekly case management should be attempted to provide adequate support to a client throughout their enrollment. Case managers are expected to engage with clients at least monthly to review, monitor, and modify service plans with the client.

ATTACHMENT F

BACKGROUND CHECK REQUIREMENTS

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

- A. Unless Contractor is exempt under section C, Contractor shall obtain:
1. an annual BCI check for each employee or volunteer who has access to DWS customer confidential information; and
 2. a fingerprint-based national criminal history record check from the FBI for each employee or volunteer who provides direct services or who has direct access.
 - a. If Contractor uses the FBI Next Generation Identification fingerprint-based check or Rap Back system, a background check is required only once for the employee or volunteer for as long as Contractor is receiving notification.
- B. Contractor must obtain background checks according to Contractor's qualifications to request background checks.
1. Contractor must be certified or must become certified as a qualifying entity by BCI if Contractor meets the qualifications to request criminal history information under Title 53, Chapter 10, Criminal Investigations and Technical Services Act, and federal law, including Public Laws 105-251, 109-248, and 92-544 (qualified entities working with children or vulnerable adults, fiduciary funds, national security, or under other statutory authority).
 2. If Contractor does not meet the statutory requirements identified in subsection B.1, Contractor shall require each employee or volunteer for whom a background check is required to obtain a background check in compliance with section A.
 - a. BCI information may be found at <https://bci.utah.gov/obtaining-utah-criminal-history-records-of-your-employees/>.
 - b. FBI information may be found at <https://www.fbi.gov/how-we-can-help-you/more-fbi-services-and-information/identity-history-summary-checks>.
- C. Sections A and B do not apply to a Contractor who is required by law or by another governmental entity (e.g., Child Care Licensing, State Universities, Shelter Licensing) to obtain background checks for employees and volunteers. If Contractor is exempt under this section C, Contractor shall:
1. provide DWS with Contractor's background check policy, which must identify:
 - a. the type of background check required;
 - b. who is required to be background checked;
 - c. the frequency of the background check; and
 - d. the criteria used to determine whether the individual passes or fails the background check;
 2. submit proof to DWS of Contractor's compliance with the law, regulation, or requirement that Contractor obtain background checks; and

3. immediately notify DWS if an employee's or volunteer's shows any criminal history identified in section E.
- D. Contractor shall immediately notify DWS if an employee's or volunteer's record shows any criminal history identified in section E.
- E. Unless otherwise and expressly authorized by DWS, Contractor shall restrict or prohibit an individual from accessing confidential information, providing direct service, or having direct access:
1. until a valid background check is completed; or
 2. if the background check indicates:
 - a. a conviction or plea in abeyance for any matter involving:
 - i. a financial crime, including theft, fraud, identity theft, larceny, and embezzlement;
 - ii. illegal drug use or trafficking;
 - iii. a sexual offense;
 - iv. lewdness;
 - v. domestic violence;
 - vi. battery;
 - vii. a crime against the individual under Title 76, Chapter 5, Offenses Against the Individual, or similar offense in another state; or
 - viii. any Utah felony or class A misdemeanor, or a similar offense in another state; or
 - b. any other conduct or action that, in the judgment of DWS:
 - i. may create a risk of harm to a DWS customer, a minor, or a vulnerable adult; or
 - ii. suggests the individual may compromise confidential information.
- F. A guest is not required to complete a background check. Contractor shall ensure a guest does not have access to confidential information.
- G. If Contractor is a youth service organization, Contractor shall comply with Title 80, Chapter 8, Youth Service Organizations (2024 Senate Bill 158).
1. Contractor shall:
 - a. complete a registered sex offender check for each youth worker;
 - b. provide reasonable training in sexual abuse identification and reporting to each youth worker; and
 - c. implement reasonable child abuse prevention policies and procedures as required by Utah Code section 80-8-202 (2024 Senate Bill 158).
 2. Contractor may not employ an individual as a youth worker or allow the individual to volunteer as a youth worker:
 - a. unless Contractor has completed a registered sex offender check for the individual; or

- b. if the individual is registered on the state's Sex and Kidnap Offender Registry or the National Sex Offender Public Website.
- H. Contractor shall be responsible for all expenses associated with each background or other check unless otherwise assigned to the employee or volunteer by Contractor, or otherwise provided for by DWS in this Agreement.
- I. Contractor shall maintain records demonstrating Contractor's compliance under this Attachment, including annual and verifiable background or other checks for each individual, and provide such records to DWS upon request.
- J. DWS may terminate this Agreement if Contractor fails to complete a background or other check for an employee or volunteer, fails to maintain records, or otherwise fails to perform its obligations under this Attachment.
- K. Definitions.
 - 1. "BCI" means the Utah Bureau of Criminal Identification.
 - 2. "Confidential information" means personal identifying information, including medical records, clinical records, counseling records, financial records, and case information.
 - 3. "Contractor" means a DWS contractor, subcontractor, grantee, or subgrantee.
 - 4. "Direct access" means an individual has, or likely will have, contact with or access to a minor or vulnerable adult and such contact or access provides the opportunity for personal communication or touch. See Title 26B, Utah Health and Human Services Code, Chapter 2, Licensing and Certifications.
 - 5. "Direct service" means the provision of services to a minor or vulnerable adult in the physical presence of the minor or vulnerable adult. Services include counseling, mentoring, job coaching, training, job search activities, testing, or providing mental health and medical services.
 - 6. "DWS" means the Utah Department of Workforce Services or its divisions.
 - 7. "DWS customer" means an individual served with funding provided by DWS.
 - 8. "Guest" means an individual in the program temporarily and who will not be allowed unsupervised direct access.
 - 9. "Minor" means an individual under the age of 18 years old.
 - 10. "Vulnerable adult" means:
 - a. an individual 65 years old or older; or
 - b. an adult 18 years old or older who has a mental or physical impairment, including mental illness, mental deficiency, physical illness or disability, chronic use of drugs, chronic intoxication, short-term memory loss, or other cause which substantially affects the adult's ability to:
 - i. provide personal protection;
 - ii. provide necessities such as food, shelter, clothing, or medical or other health care;
 - iii. obtain services necessary for health, safety, or welfare;

- iv. carry out activities of daily living;
 - v. manage the adult's own resources; or
 - vi. comprehend the nature and consequences of remaining in a situation of abuse, neglect, or exploitation. See Title 76, Utah Criminal Code, Chapter 5, Offenses Against the Individual.
11. "Youth service organization" and "youth worker" are defined in Title 80, Chapter 8, Youth Service Organizations (2024 Senate Bill 158).

ATTACHMENT G CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

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

Maltreatment include, but is not limited to:

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

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

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

Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

ATTACHMENT H

NON-DISCLOSURE AGREEMENT

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

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

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

Signature

Date

Print Name

ATTACHMENT G CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

Abuse includes, but is not limited to:

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

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

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

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

Neglect includes but is not limited to:

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

Exploitation includes, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
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Employee/Volunteer Signature

Date

Print Employee/Volunteer Name

[Rev.01/15]

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5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

Signature

Date

Print Name



COMMISSION STAFF REPORT

MEETING DATE: August 6, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Pay Scale and Operational Changes for the County EMS Program. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Approving the Contract Award

SUMMARY

As we monitor expenditures and operations in the Emergency Medical Services (EMS) program, it has become clear that there are multiple pay schedules and levels from the past, leading to inconsistencies. I am asking the Commission to normalize and approve the following pay scale. This scale is not merit-based but provides typical pay ranges for beginning, mid-point, and maximum levels based on EMT certifications:

Position	Beginning	Mid-Range	Max
EMR	\$16.36	\$17.67	\$19.14
EMT Basic	\$17.19	\$18.56	\$20.11
EMT Advanced	\$18.61	\$23.26	\$27.91
EMT Paramedic	\$19.40	\$24.25	\$29.10

On average, across the nation, EMTs earn just above \$17.00 per hour according to the U.S. Bureau of Labor Statistics. In comparison, our EMTs are paid less, with the current average being \$16.17 per hour across all levels, including EMT Advanced and EMT Paramedics. This proposed restructure would align us more closely with the state average for EMTs, which is \$17.64 for EMT Basics.

The shift differentials in our current system have complicated payroll and caused confusion for both full-time and part-time employees. I propose simplifying this by adopting a single 12-hour shift differential. Previously, we offered 12-hour, 24-hour, and 48-hour shift differentials, and an additional rate for covering 10 or more shifts. However, these were never officially approved by the Commission. As a result, newer employees are being asked to follow different schedules than older, tenured employees, who expect pay based on schedules that have been phased out.

By adopting this new pay scale and obtaining formal approval from the Commission, we can eliminate past departmental practices and move toward a standardized, comprehensible pay system. The 24-hour and 48-hour shift differentials will be discontinued. Employees may still sign up for back-to-back shifts, but will only be paid on an on-call basis for 12-hour shifts. This will also help us manage part-time employees to an average of 29 hours per week throughout the year.

The new proposed shift differential is as follows:

Position	On-Call Rate
EMR/EMT Basic	\$3.34/hour + hourly rate when responding (\$40 for 12 hours)
EMT Advanced	\$5.00/hour + hourly rate when responding (\$60 for 12 hours)
EMT Paramedic	\$6.67/hour + hourly rate when responding (\$80 for 12 hours)

For transports out of San Juan County:

Position	Transport Rate
EMR/EMT Basic	\$150 + hourly rate, with on-call pay if signed up prior to the call
EMT Advanced	\$200 + hourly rate
EMT Paramedic	\$250 + hourly rate

For Quick Secondary Responses (when a second ambulance is required):

- \$30 + hourly rate for those responding to a second pager call.

Event Pay:

Event Type	Rate
Games, Fair & Rodeo, Training	\$20/hour
Special Events (Movies, Rallies, Requests)	\$30/hour

On-call shifts will be treated strictly as on-call, not as actual labor. The current requirement that employees respond to a 911 call within 3 minutes will be removed. While we still expect a timely response, feedback from employees, who express concerns such as being afraid to shower in case they miss the call window, suggests this expectation is impractical and not consistently enforced.

The Quick Secondary Response pay ensures that when a second ambulance is needed, employees who respond will receive their hourly rate plus \$30 for each call. This simplifies the process and incentivizes responsiveness.

These changes will increase salary expenditures in the EMS fund, which is currently running at a deficit of \$179,000. Year-to-date, the County has spent over \$450,000 on salaries. The hope is with a shift in incentives more towards transports, we can increase revenue instead of depending solely on medical runs as recommended in last year's EMS Audit.

I propose hiring one additional full-time employee, bringing the total to six full-time employees, who would rotate on a 48/96 schedule. In this system, employees work 48-hour shifts but are not paid for all 48 hours. For each shift, employees are required to be at the station for 12 hours (from 6 a.m. to 6 p.m.). For the second 12-hour portion of their shift, they will receive 4 hours of on-call time at \$24 per hour or their hourly rate for actual hours worked, whichever is greater. Each 48-hour shift guarantees compensation for a minimum of 32 hours. The 48/96 rotation means that employees work an additional

1.5 shifts per week for two weeks, followed by one shift per week for four weeks, averaging 39 hours per week over the course of a year. This does not include overnight responses or mandatory training.

An additional full-time employee would cost the County roughly \$450 per shift. Currently, we are only running two employees per shift at the Blanding and Monticello stations, and we are unable to fully staff some shifts, leaving some with no one signed up for 911 response.

In addition, I am requesting the Commission approve a one-time bonus, recognizing years of service, to be awarded at a future Commission meeting using ARPA funds set aside for this purpose:

Years of Service	Bonus Amount
5 years	\$100
10 years	\$200
15 years	\$300
20+ years	\$400

San Juan County
BOE #3 rulings by Assessor Stipulation Agreements
CY 2024

These BOE submissions are the result of **ASSESSOR IDENTIFIED / INITIATED** corrections. These are errors that were identified by the ASSESSOR as obvious errors due to keying errors, computer errors, factoring errors or obvious errors (escaped property) brought to the attention of the Assessor by another party after the Tax Roll was closed for the year.

1 Name: Hunt, J
 RE: Correct home value basis Assessor Stipulation Agreement

Parcel number	Present Value	Proposed 2024 Value	
B00270000180	\$190,680.00	\$70,337.00	Manufactured home
	\$33,663.00	\$33,663.00	Res Lot
	\$224,343.00	\$104,000.00	Total

2 Name: Hosler, B & P
 RE: Reclassify from Secondary to Primary, Stipulated Agreement

Parcel number	Present Value	Proposed 2024 Value	
B0000040001E	\$30,859	\$0	Secondary lot
	\$0	\$30,859	Primary lot
	\$30,859	\$30,859	Total

3 Name: Hosler, B & P
 RE: Reclassify from Secondary to Primary, Stipulated Agreement

Parcel number	Present Value	Proposed 2024 Value	
B002800C0620	\$10,711	\$0	Secondary lot
	\$0	\$10,711	Primary lot
	\$10,711	\$10,711	Total

4 Name: Hosler, B & P
 RE: Adjust value to be reflective of nonconforming lot, Stipulated Agreement

Parcel number	Present Value	Proposed 2024 Value	
B0000030001E	\$10,848	\$10,848	shed
	\$23,462	\$3,826	lot
	\$34,310	\$14,674	Total

5 Name: Hosler, B & P
 RE: Adjust value to be reflective of nonconforming lot, stipulated agreement

Parcel number	Present Value	Proposed 2024 Value	
B0000030001C	\$10,848	\$10,848	shed
	\$23,462	\$3,826	lot
	\$34,310	\$14,674	Total

6 Name: Carr, I & L
 RE: Change from nightly rental to long term rental, stipulated agreement

Parcel number	Present Value	Proposed 2024 Value	
36S22E266607	\$225,049	\$225,049	Residential
	\$81,715	\$0	Nightly Rental
	\$25,503	\$25,503	Residential Lot
	\$1,684	\$1,684	Land Vacant
	\$0	\$81,715	Res #2
	\$333,951	\$333,951	Total

7 Name: Jack,D
 RE: Cabin is not finished

Parcel Number	Present Value	Proposed 2024 Value	
34S23E296601	\$135,760.00	\$101,000.00	Cabin

8 Name Katelsris,P
 RE: Homes and Sheds are worthless.

Parcel Number	Present Value	Proposed 2024 Value	
33S26E040000	\$78,849	\$0	Home
32S26E280000	\$52,609.00	\$0	Home
33S26E170000	\$1,730.00	\$0	Home
32S26E090000	\$1,298.00	\$0	Home

9 Name Eldrege,R
 RE: Revaluation of Properties

Parcel Number	Present Value	Proposed 24 Value	
36S22E143002	\$8,042.00	\$0	Car port
36S22E143011	\$174,000.00	\$44,180	Commercial building

The below items were submitted to the Hearing Officer, Randy Kelly for his review / recommendation. Shown below is his recommended action, which the County Assessor agrees with and recommends.

Name:	Blanding Storage, LLC		
RE:	Correct commercial lot and building value basis recent Commercial Appraisal		
Parcel number	Present Value	Proposed 2024 Value	
36S22E354201	\$13,823	\$0	Land Vacant
	\$0	\$148,975	lot
	\$0	\$290,384	Commercial building
	\$13,823	\$439,359	Total

Name:	Blanding Storage, LLC		
RE:	Correct commercial lot and building value basis recent Commercial Appraisal		
Parcel number	Present Value	Proposed 2024 Value	
4	\$775,724.00	\$485,340.00	Commercial building
	\$204,732.00	\$204,732.00	Commercial land
	\$980,456.00	\$690,072.00	Total
Parcel number	Present Value	Proposed 2024 Value	

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	\$0	\$148,975	Commercial lot
	\$0	\$290,384	Commercial building
	\$13,823	\$439,359	Total

Name: Blanding Storage, LLC
RE: Correct commercial lot and building value basis recent Commercial Appraisal

Parcel number	Present Value	Proposed 2024 Value	
36S22E354204	\$775,724.00	\$485,340.00	Commercial building
	\$204,732.00	\$204,732.00	Commercial land
	\$980,456.00	\$690,072.00	Total

ommendation.
ecommends.