



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
November 07, 2023 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

Public comments will be accepted through the following Zoom link:

<https://us02web.zoom.us/j/3125521102> One tap mobile +16699006833,,3125521102# US (San Jose)

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

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

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

1. Approval of the Lease Agreement with Imagenet for the Blanding Library Print/Copy Machine
2. Approval of the Lease Agreement with Imagenet for the Human Resources Print/Copy Machine
3. CONSIDERATION AND RATIFICATION OF A RESOLUTION OF APPOINTMENT OF A SAN JUAN COUNTY REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE FOR THE UTAH COUNTIES INDEMNITY POOL ANNUAL MEMBERSHIP MEETING

4. Approval of the October 2023 Small Purchases of \$1,664.30 for Hydraulic and Motor Oil for the Landfill. \$7,400 for a US Travel Association Conference Booth and Exhibits for Economic Development and Visitor Services, \$7,604.91 for Transmission Parts and \$1,049.14 for a Truck Box Replacement and \$7,745 for a Welder for the Road Department.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

5. Utah State University Extension Services Program Update. Reagan Wytsalucy. AG, NR, 4-H Assistant Professor

BUSINESS/ACTION

6. Consideration and Approval of the 2024 Rural County Grant Contract between San Juan County and the State of Utah Governor's Office of Economic Opportunity for \$200,000. Elaine Gizler, Economic Development and Visitor Services Director.
7. Consideration and Approval of the National Forest Draft Revised Land Management Plan Draft EIS Comment Letter, Nick Sandberg, Public Lands Coordinator
8. Consideration and Approval of the Interlocal Cooperation Agreement for Environmental Health Services between San Juan County and Southeast Utah Health Department. Grant Sunada, Public Health Director
9. Consideration and Approval of the 2023 Municipal Elections Services Interlocal Agreement between San Juan County and Monticello City for an Estimated \$10,500. Lyman Duncan, San Juan County Clerk/Auditor
10. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE GOVERNING BODY OF SAN JUAN COUNTY AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION. Mack McDonald, Chief Administrative Officer
11. CONSIDERATION AND APPROVAL OF A RESOLUTION SUPPORTING SENATOR LEE'S SENATE BILL "HISTORIC ROADWAYS PROTECTION ACT" PROHIBITING THE USE OF FEDERAL FUNDS TO FINALIZE AND IMPLEMENT THE SPECIFIED TRAVEL MANAGEMENT PLANS IN THE STATE OF UTAH UNTIL ALL R.S. 2477 CASES HAVE BEEN FULLY ADJUDICATED AND PREVENTING THE IMPLEMENTATION OF THE ALREADY PUBLISHED REVISED TRAVEL MANAGEMENT PLANS REQUIRED BY THE 2017 SETTLEMENT AGREEMENT UNTIL THE R.S. 2477 CASES CAN BE ADJUDICATED., Nick Sandberg, Public Lands Coordinator
12. Consideration and Approval of the Standard Service Provider Contract Between San Juan County and Hansen Planning Group for the San Juan County Economic Mobility and Opportunity Project. Mack McDonald, Chief Administrative Officer

PUBLIC HEARING

- [13.](#) Consideration and Approval of the Rezone of 2.5 Acres of the El Rancho Subdivision Properties. Mack McDonald, Chief Administrative Officer
- [14.](#) Consideration and Approval of a Rezone of 45.5 Acres of the Valley Estates Property Rezone to Residential Flex, Mack McDonald, Chief Administrative Officer
- [15.](#) Consideration and Approval of the September 2023 Spanish Valley Zoning Map Updating Recent Approved Overlays and Zoning

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**

Customer Information											
Client Legal Name	San Juan County Utah										
Billing Address	PO Box #9										
City	MONTICELLO			State	UT		Zip	84535		Main Phone #	4355873225
Sales Contact	INVOICES		E-Mail	clerk@sanjuancolorado.us			Phone	4355873225		Ext	
Payables Contact	INVOICES		E-Mail	clerk@sanjuancolorado.us			Phone	4355873225		Ext	

Equipment Schedule

Please refer to "Pricing and Schedule of Equipment," attached and made part of this Agreement for specific equipment and pricing.

Customer Authorized Signature: X	ImageNet Consulting, LLC Authorized Signature: X		
Accepted by: CAO	Title:	Date:	Accepted by:
			Title:
			Date:

The words YOU and YOUR refer to the Client listed above and the words OUR, WE and US refer to ImageNet Consulting, LLC, separately a "Party" and together the "Parties".

1. General:

- a. In accordance with the selected "Service Plan" listed in the attached Pricing and Schedule of Equipment (the "Schedule"), we may provide service and all maintenance including unlimited service calls, parts (as classified by the manufacturers) and consumable supplies, including maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and toner on the equipment listed in the attached Schedule (the "Equipment") for the term outlined. The terms and conditions outlined herein, combined with the Schedule, constitute the entire agreement between the parties (the "Agreement").
- b. Standard service rates are formulated using the manufacturer's suggested yield for toner and a six percent (6%) coverage for black and white prints and twenty-four percent (24%) coverage for color prints. Upon request, we will supply the manufacturer's suggested yield for supplies to be provided under this Agreement. If the total yield of supplies provided to you ("Pages Shipped") exceeds the total reported volume of printing ("Pages Billed") by more than twenty percent (20%) we may assess a surcharge equal to the manufacturer's suggested retail price ("MSRP") of the additional usage. Upon receipt of supplies, you shall be responsible for their safekeeping and shall reimburse us the MSRP of any supplies that are lost, damaged, stolen or used in equipment not supported under this Agreement.
- c. We may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected. The term "supply" or "supplies" includes toner, developer, fuser, maintenance kits, drums and supply modules as specified by the manufacturer.
- d. We will not be obligated to provide service on Equipment where you use (a) supplies; (b) printer parts; or (c) paper that does not meet manufacturer's specifications and/or you use supplies or spare parts not obtained through us. We may charge our standard hourly rates to repair Equipment with service problems as a result of your misuse of these items.
- e. In lieu of scheduled preventative maintenance, we will perform a "Total Call" that will cover any service required, including, but not limited to, the original service issue requested. The Total Call will include, (1) communication with you of the call status, if requested, (2) identification of problem source and what is needed to affect repairs, (3) Equipment inspection for high mortality areas to proactively avoid future service issues, (4) technician compliance through field audits and quality checks, (5) exterior and interior cleaning of Equipment and surrounding area, and (6) an explanation of repairs to you, if requested.
- f. If the Equipment is modified, altered, or serviced by personnel other than our representative, we may charge you for any damage resulting from such modification, alteration, or improper service.
- g. We will not be responsible for delays, inability to provide service calls due to strikes, riots, civil insurrections, acts of terrorism, accidents, acts of God, or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.
- h. Each impression on ledger (11x17) paper will be counted as two images.
- i. In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through us.
- j. In the event of rising fuel costs, we reserve the right to add a fuel charge to the monthly, quarterly or annual invoice.
- k. If applicable, you may request the right to adjust the "Base Charge" and "images included" by up to 10%. An adjustment request of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.
- l. We provide standard web-based support services including, but not limited to, service call dispatch, supply ordering, and current meter input available at www.imagenetconsulting.com.

2. Equipment Guidelines: All equipment covered under this Agreement must adhere to the following guidelines:

- a. Equipment must be placed in a normal office setting with sufficient space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
- b. Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the manufacturer, Equipment must be operated on an isolated electrical line.
- c. Equipment must be operated within the specified operational (including usage) specifications.
- d. Only our furnished supplies and parts may be used on the Equipment.
- e. Our supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's suggested

MSRP.

- f. Equipment will be utilized at, and will not be removed from, the "Location Address" specified in the Schedule unless you get our written permission in advance to move it.

3. Coverage Excluded: This Agreement excludes the following unless otherwise specified:

- a. _____ Paper and staples;
- b. _____ Any, and all, equipment not listed on the Schedule attached to this Agreement, external cards, hard drives or supplemental hardware; and software;
- c. _____ Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/Multi-Function Printer ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at your request and does not affect this Agreement.
- d. _____ Items damaged by you, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to you at our current rates.
- e. _____ It is your responsibility to ensure that any connected device meets with your network security policy, included but not limited to any malware protection.

4. Meter Reading:

- a. _____ **Monitoring:** We will install, activate, and utilize software, at no cost to you, to provide monitoring, support and reporting services for networked equipment. If you choose not to utilize our monitoring software, we reserve the right to charge \$5.00 per machine per month to offset our cost of manual meter collection, including onsite, phone and personal email requests for networked and non-networked Equipment.
- b. _____ **Estimated Meters:** In the event we are not able to obtain Equipment meter readings from you, we will utilize past meters to estimate a current meter in order to process billing. Overages may apply during the proceeding billing cycle if estimates are lower than actual volume. Invoice credits will not be issued for estimated meter readings.
- c. _____ **Stale Meters:** If we are unable to obtain meter readings for Equipment in three (3) consecutive reporting periods, we may require a usage/configuration page prior to placing any supply order. If no usage/configuration page is provided, we may (i) bill you for requested supplies at MSRP, (ii) remove the non-reporting Equipment from service coverage under this Agreement, (iii) suspend invoicing until a meter reading is reported, at which time all usage will be billable in arrears, (iv) continue to bill base charges based on the minimum usage commitment, or (v) dispatch a service technician to obtain a current meter reading and bill you our current hourly labor charge.
- d. _____ **Contact:** You agree to make available and designate a key contact for general administration of this Agreement, including troubleshooting of monitoring software or providing meter readings to us, as necessary. If the employment status of the key contact changes and affects the contact's availability to perform this assignment, you shall promptly inform us and provide a new key contact.

5. Quality Assurance: We will ensure reasonable Equipment uptime through our performance management and reporting tools. Performance reviews may be scheduled at your request.

6. Additional Equipment: You shall notify us promptly upon installing any additional equipment not purchased and/or leased from ImageNet Consulting, LLC ("Additional Equipment") at your site capable of using our provided Supplies. If the Additional Equipment is of the same model or utilizes the same specific supplies as any of the Equipment serviced by us under this Agreement then, upon installation, such Additional Equipment shall automatically be covered at the already established rates and considered Equipment under the terms of this Agreement. If the Additional Equipment is not of the same model as any of the Equipment serviced by us then we shall have the right to add it to this Agreement per a mutually agreed upon price evidenced by an amendment to the Equipment Schedule and executed by both parties.

7. Implementation: We will inspect any existing equipment currently located at your site that is to be covered under this Agreement to determine that it is in good mechanical condition prior to this Agreement's Effective Date. Should the equipment require significant repair or overhaul, such repairs may be charged to you at our current hourly rates. Such repairs will be performed and charged only upon agreement of both parties. Should you elect not to have equipment repaired, we will tag the equipment as Do Not Repair ("DNR") and will provide you with a revised Schedule to include the equipment identified as DNR. Any new equipment to be installed by us as part of this Agreement will be covered upon installation and execution of this Agreement.

8. Back Orders: Unless otherwise noted within this agreement, we may provide to customer compatible supplies if unable to receive supplies from the manufacturer due to back orders.

9. Term: Unless terminated in accordance with Section 10, this Agreement will begin upon delivery of Equipment and continue for a term designated in the Schedule attached to this Agreement or, if Equipment is leased, the term of this Agreement shall mirror the term of the lease (the "Initial Term"). This Agreement will be automatically extended upon expiration of the Initial Term for an additional 12 months (the "Renewal Term") unless you provide written notice to us of your intent to cancel the Agreement at least thirty (30) days prior to the last day of the Initial Term. Either party may cancel this Agreement at the end of the Initial Term or any Renewal Term with at least thirty (30) day written notice. If you cancel this Agreement, you must return any unused supplies we provided to you as part of this Agreement and, if you do not, we reserve the right to charge MSRP for any unused supplies. We reserve the right to increase contract rates annually, not to exceed 15% of the previous Base and Overage rates.

10. Termination: You may terminate this Agreement for cause, without penalty, at any time during the Initial Term or any Renewal Term for the following reasons with thirty (30) day written notice to us:

- a. **Breach:** In the event of a breach of this Agreement by us, you may give written notice of the breach and request corrective

action. If we have not either taken the requested action or begun a diligent prosecution thereof within thirty (30) receipt of your request, then you may, at your option, send us written notice of termination for cause; or

- b. Service Expectation Shortfall: You may determine, based upon measurements made against reasonable requirements, that we are not performing to your reasonable expectations and requirements and may provide written notice to us that outlines any performance shortfalls. We shall have ten (10) business days from receipt of your notification to resolve the shortfall issue(s) to your complete satisfaction or you may, at your option, send us written notice of termination for cause; or
- c. Insolvency: Upon our voluntary or involuntary bankruptcy or insolvency; or
- d. Fraud: Upon our fraud, misrepresentation, misappropriation, or willful misconduct; or
- e. Breach of Confidentiality: Upon your reasonable determination that we have violated the Confidentiality requirements outlined in this Agreement.

We may, at our sole discretion, terminate coverage on any specific Equipment that exceeds one hundred and fifty percent (150%) of its engine life or exceeds seven (7) years since the Equipment model was introduced to the market by the manufacturer by providing you thirty (30) day written notice.

- 11. **Payment:** Payment is due ten (10) days from date of invoice. Payment by credit card may incur a non-refundable convenience fee. Delinquent amounts will accrue interest at a rate of one and one-half percent (1.5%) of the past due amount per month (or, if lower, the maximum rate of interest chargeable under applicable law). You will pay all federal, state and local sales, use property, excise or other taxes imposed with respect to the equipment listed on this Agreement. We will provide electronic copies of invoices via email to you on a monthly, quarterly, or annual basis. Should you elect to have invoices mailed to you, we will charge you \$3.00 per invoice as an administration fee to print, package, and mail requested invoices.
- 12. **Indemnification:** Each party agrees to hold harmless, defend, and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. You agree to defend us, at your sole expense, against all suits, action or proceedings in which we are made a defendant for actual or alleged infringement of any intellectual rights. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event will we either party be liable to the other for consequential damages due to non-performance, any breach of this Agreement, or any act of its employees or agents.
- 13. **Assignment:** Neither party may sell or assign, by operation of law or otherwise, any, or all, of its responsibilities hereunder or attempt to transfer any, or all, of its interest in this Agreement without written consent of the other party, such consent not to be unreasonably withheld. Any attempt to sell, assign, or transfer this Agreement in violation of this paragraph shall be void. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we now have. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.
- 14. **Miscellaneous:** This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.
- 15. **Breach or Default:** If you do not pay all charges for services as provided hereunder, promptly when due: (1) we may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates and (2) you agree to pay us all costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to us.
- 16. **Confidentiality:** In the process of performance under this Agreement, the Parties may provide each other certain confidential or proprietary information regarding their business operations (collectively, the "Confidential Information"). Such Confidential Information, whether provided directly or indirectly, in oral, written, graphic or any other form, will be deemed confidential and subject to restricted use and limited distribution, regardless of whether it is identified as being confidential or proprietary at the time of disclosure. The receiving Party will (a) hold the Confidential Information in confidence and protect it with at least the same degree of care with which it protects its own information of a similar nature, but in any event not less than reasonable care; (b) only use the Confidential Information for the purpose of performing its obligations hereunder; (c) not copy or duplicate such Confidential Information without the disclosing Party's prior written approval; (d) restrict disclosure of such Confidential Information to only those employees, consultants and contractors with a need to know; (e) ensure employees or others given access to the Confidential Information agree to maintain the confidentiality thereof; (f) promptly notify the disclosing Party in the event that the receiving Party becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Confidential Information, so that the disclosing Party may seek an order protecting the Confidential Information from public disclosure; and (g) advise the disclosing Party promptly upon becoming aware of any loss, disclosure, or duplication of the Confidential Information or breach of the confidentiality of the Confidential Information. The obligations in this section will not apply to information which (a) is already known to the receiving Party as evidenced by a writing dated prior to the date of disclosure; (b) is or becomes generally known to the public through no wrongful act of the receiving Party; (c) is received from an unaffiliated third Party without either an obligation of non-disclosure or breach of an obligation of confidentiality in the third Party's receipt or transmission of the Confidential Information; (d) is independently developed by it or its affiliates without use of or reference to the Confidential Information; or (e) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and reasonably assists the disclosing Party in

obtaining an order protecting the Confidential Information from public disclosure. Upon request of the disclosing Party, the Party will immediately return any and all Confidential Information and any copies thereof, and will destroy all notes, or other documents involving the Confidential Information, or certify to the destruction of the Confidential Information in a form reasonably satisfactory to the disclosing Party.

17. **Correspondence:** All correspondence relating to the notifications within this Agreement are to be sent via registered letter to ImageNet Consulting, LLC, Attn: Contracts Department, 913 N. Broadway, Oklahoma City, OK 73102 or emailed to contracts@imagenet.com. We will send correspondence to you at the appropriate "bill to" address, physical or electronic mail, listed on your account.
18. **Connectivity and Security:** We will connect up to four (4) workstations during initial installation; additional workstations will be subject to additional charges. We will provide you a Connectivity Information Sheet ("CIS") prior to installation of any equipment that requires software or connectivity. The CIS form may require an additional scope of work ("SOW") to be performed during the initial set up of the equipment. At your request, we will provide a new scope of work related to any issues that arise after ninety (90) days of the initial install. It is your responsibility to provide adequate and secure connectivity to enable the Equipment to perform to your satisfaction. You acknowledge and agree that we do not guarantee or warrant the quality, speed, security or uninterrupted availability of the Equipment as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Equipment are provided by a third party public utility or by private companies over which we have no control, and the security of data transmission over such lines to provide the Equipment is not our responsibility. Accordingly, we will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Equipment, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Equipment. You agree to refrain from any act or omission which disrupts, inhibits or prevents the effectiveness, or operation of the Equipment provided by us and our partners, including without limitation, virus protection, data backup and IT managed services.
19. **Your Data:** You acknowledge and agree that the responsibility of acquiring and implementing tools for managing, storing, backing up, purging and/or securing data is within the owner of such data. You acknowledge and understand that data may be stored on hard drives inside the Equipment and you agree that it is your responsibility to manage this data in accordance with any federal compliance laws, including but not limited to, HIPAA. Furthermore, you acknowledge and agree that in the use of the Equipment, including but not limited to the transmission and storage of data, that despite every effort by you and us, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that we will have no liability to you related to any such Data Breach but will endeavor to assist you in the recovery and restoration of such data at your sole cost.
20. **Data Backup:** We may install and/or configure the Equipment to work with your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to our installation and/or configuration of any Equipment to work with your hardware and software, and on a regular basis thereafter. You acknowledge that such backup procedures should be performed on at least a daily basis.
21. **Data Removal:** Upon expiration or termination of this Agreement, Equipment that is subject to this Agreement may contain your data ("Stored Data"). The extent that you fail to remove and delete any of the Stored Data, you hereby authorize us to remove and delete the Stored Data at an additional cost but acknowledge and agree that we have no obligation to do so. All hard drives and other data retention devices in the Equipment must function in the same manner following removal and deletion of the Stored Data. You assume liability for and agree to indemnify, defend and hold us harmless from and against all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your failure to remove such Stored Data from the Equipment. In the event we temporarily loan Equipment to you, it is subject to this Agreement.
22. **Subscription License Grant:** In connection with the provision of the Services, we may provide you with access to certain software-as-a-service online applications ("Software") and certain proprietary content development, information and materials including, without limitation, custom software development, custom content development, user manuals, technical manuals, standard and customized forms, reports, software, courses, modules, assessment questions, and other content ("Provided Materials") on a limited, worldwide, non-exclusive, non-transferable, and revocable basis. Subject to your compliance with this Agreement, we hereby grant you, during the Term, a limited, worldwide, non-exclusive, non-transferable license to access and use the Software and Provided Materials solely in connection with the Services and for your internal use. The Software and Provided Materials are licensed and are not sold and, as between the parties hereto, you will at no time obtain title to the Software or Provided Materials. You will further ensure that any individual leaving your organization will be prohibited from accessing, copying or utilizing the Software or Provided Materials, and upon this Agreement's termination, you will return or destroy all Provided Materials.
23. OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE PERFORMANCE OF THE EQUIPMENT, INABILITY TO USE ANY SOFTWARE LICENSED BY US, OR THE LOSS OF THE USE OF THE EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND YOU HEREBY WAIVE ANY CLAIMS RELATED THERETO.
24. **Jurisdiction:** This Agreement will be construed, performed, and enforced in accordance with, and governed by, the laws of the State of New Mexico (excluding its conflict of laws provision). Both parties consent to the exclusive jurisdiction of any claims related to this Agreement in the state or federal courts of Colorado, and each party irrevocably waives any objection, including any objection of laying venue, which it may have, or hereafter have, to the bringing of any action or proceeding in any such court in respect of this Agreement. BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

- 25. **Signer Authority:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 26. **Entire Agreement:** This Agreement constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of both parties.

Pricing and Schedule of Equipment						
Base charge	\$11.45	MONTHLY	for	12	months	
Start Date	11/23/2023		End Date	11/23/2024		
BW images included	500		overages billed @	\$ 0.022900	MONTHLY	
CLR images included	0		overages billed @	\$ 0.112500	MONTHLY	
Service Plan	PARTS, LABOR & TONER		OEM Supplies	Supplies Provided by ImageNet – Auto Supplies		
Address of Equipment	25 W 300 S. Blanding, UT 84511					
Make	Model	Serial	Location	Meter Contact	Phone	DCA Email
HP	HP CLR LJ MANAGED MFP E4;		Blanding Library	Nicole Perkins	4356782335	Y nperkins@sanjuancounty.org



Purchase Agreement

Bill To	Ship To
Company Name: San Juan County Utah	Company Name: SAN JUAN COUNTY
Address 1: PO Box #9	Address 1: 25 W 300 S.
Address 2:	Address 2:
City, State, Zip: MONTICELLO, UT, 84535	City, State, Zip: Blanding, UT, 84511
Contact: INVOICES	Contact: INVOICES
Phone: 4355873225	Phone: 4355873225

Item #	Serial #	Description	Qty	Price	Total
3QA75A		HP CLR LJ MANAGED MFP E47528F	1	\$ 1,534.09	\$ 1,534.09
Purchase Amount* not including applicable sales tax					\$ 1,534.09

Payment Information

Service Information

Will equipment being purchased include a service agreement? Yes No

If "Yes" please refer to the Service Agreement for specific information regarding the terms and conditions .

Terms and Acceptance

Payment is due within ten (10) days of invoice date. If payment is not received when due we may assess an administrative charge to offset our collection expenses, an amount calculated at the rate of ten cents per one dollar as listed above "Total Purchase Amount" . Payment by credit card may incur a non-refundable convenience fee. If payment is not received within the specified payment terms above, we may take immediate possession of the Equipment and charge a restocking fee of no more than twenty five percent (25%) of the original purchase price. Such an addition to any other remedies provided for by law and may be, to the extent permitted by law, exercised either concurrently or separately. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement . A waiver of default shall not be construed as a waiver of any other subsequent default.

ImageNet Consulting, LLC Account Representative Signature: <div style="text-align: right; margin-top: 20px;">Date: <input type="text"/></div>	Client Authorized Signature: <div style="text-align: right; margin-top: 20px;">Date: <input type="text"/></div>
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Customer Information

Client Legal Name	SAN JUAN COUNTY UTAH-ADMINISTRATION						
Billing Address	PO BOX 9						
City	MONICELLO	State	UT	Zip	84535	Main Phone #	4355873225
Sales Contact	INVOICES	E-Mail	clerk@sanjuancolorado.us		Phone	4355873225	Ext
Payables Contact	INVOICES	E-Mail	clerk@sanjuancolorado.us		Phone	4355873225	Ext

Equipment Schedule

Please refer to "Pricing and Schedule of Equipment," attached and made part of this Agreement for specific equipment and pricing.

Customer Authorized Signature: X	ImageNet Consulting, LLC Authorized Signature: X
Accepted by: CAO Title: Date:	Accepted by: Title: Date:

The words YOU and YOUR refer to the Client listed above and the words OUR, WE and US refer to ImageNet Consulting, LLC, separately a "Party" and together the "Parties".

1. General:

- In accordance with the selected "Service Plan" listed in the attached Pricing and Schedule of Equipment (the "Schedule"), we may provide service and all maintenance including unlimited service calls, parts (as classified by the manufacturers) and consumable supplies, including maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and toner on the equipment listed in the attached Schedule (the "Equipment") for the term outlined. The terms and conditions outlined herein, combined with the Schedule, constitute the entire agreement between the parties (the "Agreement").
- Standard service rates are formulated using the manufacturer's suggested yield for toner and a six percent (6%) coverage for black and white prints and twenty-four percent (24%) coverage for color prints. Upon request, we will supply the manufacturer's suggested yield for supplies to be provided under this Agreement. If the total yield of supplies provided to you ("Pages Shipped") exceeds the total reported volume of printing ("Pages Billed") by more than twenty percent (20%) we may assess a surcharge equal to the manufacturer's suggested retail price ("MSRP") of the additional usage. Upon receipt of supplies, you shall be responsible for their safekeeping and shall reimburse us the MSRP of any supplies that are lost, damaged, stolen or used in equipment not supported under this Agreement.
- We may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected. The term "supply" or "supplies" includes toner, developer, fuser, maintenance kits, drums and supply modules as specified by the manufacturer.
- We will not be obligated to provide service on Equipment where you use (a) supplies; (b) printer parts; or (c) paper that does not meet manufacturer's specifications and/or you use supplies or spare parts not obtained through us. We may charge our standard hourly rates to repair Equipment with service problems as a result of your misuse of these items.
- In lieu of scheduled preventative maintenance, we will perform a "Total Call" that will cover any service required, including, but not limited to, the original service issue requested. The Total Call will include, (1) communication with you of the call status, if requested, (2) identification of problem source and what is needed to affect repairs, (3) Equipment inspection for high mortality areas to proactively avoid future service issues, (4) technician compliance through field audits and quality checks, (5) exterior and interior cleaning of Equipment and surrounding area, and (6) an explanation of repairs to you, if requested.
- If the Equipment is modified, altered, or serviced by personnel other than our representative, we may charge you for any damage resulting from such modification, alteration, or improper service.
- We will not be responsible for delays, inability to provide service calls due to strikes, riots, civil insurrections, acts of terrorism, accidents, acts of God, or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.
- Each impression on ledger (11x17) paper will be counted as two images.
- In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through us.
- In the event of rising fuel costs, we reserve the right to add a fuel charge to the monthly, quarterly or annual invoice.
- If applicable, you may request the right to adjust the "Base Charge" and "images included" by up to 10%. An adjustment request of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.
- We provide standard web-based support services including, but not limited to, service call dispatch, supply ordering, and current meter input available at www.imagenetconsulting.com.

2. Equipment Guidelines: All equipment covered under this Agreement must adhere to the following guidelines:

- Equipment must be placed in a normal office setting with sufficient space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
- Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the manufacturer, Equipment must be operated on an isolated electrical line.
- Equipment must be operated within the specified operational (including usage) specifications.
- Only our furnished supplies and parts may be used on the Equipment.
- Our supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's su

MSRP.

f. Equipment will be utilized at, and will not be removed from, the "Location Address" specified in the Schedule unless you get our written permission in advance to move it.

3. Coverage Excluded: This Agreement excludes the following unless otherwise specified:

- a. _____ Paper and staples;
- b. _____ Any, and all, equipment not listed on the Schedule attached to this Agreement, external cards, hard drives or supplemental hardware; and software;
- c. _____ Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/Multi-Function Printer ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at your request and does not affect this Agreement.
- d. _____ Items damaged by you, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to you at our current rates.
- e. _____ It is your responsibility to ensure that any connected device meets with your network security policy, included but not limited to any malware protection.

4. Meter Reading:

- a. _____ **Monitoring:** We will install, activate, and utilize software, at no cost to you, to provide monitoring, support and reporting services for networked equipment. If you choose not to utilize our monitoring software, we reserve the right to charge \$5.00 per machine per month to offset our cost of manual meter collection, including onsite, phone and personal email requests for networked and non-networked Equipment.
- b. _____ **Estimated Meters:** In the event we are not able to obtain Equipment meter readings from you, we will utilize past meters to estimate a current meter in order to process billing. Overages may apply during the proceeding billing cycle if estimates are lower than actual volume. Invoice credits will not be issued for estimated meter readings.
- c. _____ **Stale Meters:** If we are unable to obtain meter readings for Equipment in three (3) consecutive reporting periods, we may require a usage/configuration page prior to placing any supply order. If no usage/configuration page is provided, we may (i) bill you for requested supplies at MSRP, (ii) remove the non-reporting Equipment from service coverage under this Agreement, (iii) suspend invoicing until a meter reading is reported, at which time all usage will be billable in arrears, (iv) continue to bill base charges based on the minimum usage commitment, or (v) dispatch a service technician to obtain a current meter reading and bill you our current hourly labor charge.
- d. _____ **Contact:** You agree to make available and designate a key contact for general administration of this Agreement, including troubleshooting of monitoring software or providing meter readings to us, as necessary. If the employment status of the key contact changes and affects the contact's availability to perform this assignment, you shall promptly inform us and provide a new key contact.

5. Quality Assurance: We will ensure reasonable Equipment uptime through our performance management and reporting tools. Performance reviews may be scheduled at your request.

6. Additional Equipment: You shall notify us promptly upon installing any additional equipment not purchased and/or leased from ImageNet Consulting, LLC ("Additional Equipment") at your site capable of using our provided Supplies. If the Additional Equipment is of the same model or utilizes the same specific supplies as any of the Equipment serviced by us under this Agreement then, upon installation, such Additional Equipment shall automatically be covered at the already established rates and considered Equipment under the terms of this Agreement. If the Additional Equipment is not of the same model as any of the Equipment serviced by us then we shall have the right to add it to this Agreement per a mutually agreed upon price evidenced by an amendment to the Equipment Schedule and executed by both parties.

7. Implementation: We will inspect any existing equipment currently located at your site that is to be covered under this Agreement to determine that it is in good mechanical condition prior to this Agreement's Effective Date. Should the equipment require significant repair or overhaul, such repairs may be charged to you at our current hourly rates. Such repairs will be performed and charged only upon agreement of both parties. Should you elect not to have equipment repaired, we will tag the equipment as Do Not Repair ("DNR") and will provide you with a revised Schedule to include the equipment identified as DNR. Any new equipment to be installed by us as part of this Agreement will be covered upon installation and execution of this Agreement.

8. Back Orders: Unless otherwise noted within this agreement, we may provide to customer compatible supplies if unable to receive supplies from the manufacturer due to back orders.

9. Term: Unless terminated in accordance with Section 10, this Agreement will begin upon delivery of Equipment and continue for a term designated in the Schedule attached to this Agreement or, if Equipment is leased, the term of this Agreement shall mirror the term of the lease (the "Initial Term"). This Agreement will be automatically extended upon expiration of the Initial Term for an additional 12 months (the "Renewal Term") unless you provide written notice to us of your intent to cancel the Agreement at least thirty (30) days prior to the last day of the Initial Term. Either party may cancel this Agreement at the end of the Initial Term or any Renewal Term with at least thirty (30) day written notice. If you cancel this Agreement, you must return any unused supplies we provided to you as part of this Agreement and, if you do not, we reserve the right to charge MSRP for any unused supplies. We reserve the right to increase contract rates annually, not to exceed 15% of the previous Base and Overage rates.

10. Termination: You may terminate this Agreement for cause, without penalty, at any time during the Initial Term or any Renewal Term for the following reasons with thirty (30) day written notice to us:

- a. Breach: In the event of a breach of this Agreement by us, you may give written notice of the breach and request co

- action. If we have not either taken the requested action or begun a diligent prosecution thereof within thirty (30) receipt of your request, then you may, at your option, send us written notice of termination for cause; or
- b. Service Expectation Shortfall: You may determine, based upon measurements made against reasonable requirements, that we are not performing to your reasonable expectations and requirements and may provide written notice to us that outlines any performance shortfalls. We shall have ten (10) business days from receipt of your notification to resolve the shortfall issue(s) to your complete satisfaction or you may, at your option, send us written notice of termination for cause; or
 - c. Insolvency: Upon our voluntary or involuntary bankruptcy or insolvency; or
 - d. Fraud: Upon our fraud, misrepresentation, misappropriation, or willful misconduct; or
 - e. Breach of Confidentiality: Upon your reasonable determination that we have violated the Confidentiality requirements outlined in this Agreement.

We may, at our sole discretion, terminate coverage on any specific Equipment that exceeds one hundred and fifty percent (150%) of its engine life or exceeds seven (7) years since the Equipment model was introduced to the market by the manufacturer by providing you thirty (30) day written notice.

11. **Payment:** Payment is due ten (10) days from date of invoice. Payment by credit card may incur a non-refundable convenience fee. Delinquent amounts will accrue interest at a rate of one and one-half percent (1.5%) of the past due amount per month (or, if lower, the maximum rate of interest chargeable under applicable law). You will pay all federal, state and local sales, use property, excise or other taxes imposed with respect to the equipment listed on this Agreement. We will provide electronic copies of invoices via email to you on a monthly, quarterly, or annual basis. Should you elect to have invoices mailed to you, we will charge you \$3.00 per invoice as an administration fee to print, package, and mail requested invoices.
12. **Indemnification:** Each party agrees to hold harmless, defend, and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. You agree to defend us, at your sole expense, against all suits, action or proceedings in which we are made a defendant for actual or alleged infringement of any intellectual rights. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event will we either party be liable to the other for consequential damages due to non-performance, any breach of this Agreement, or any act of its employees or agents.
13. **Assignment:** Neither party may sell or assign, by operation of law or otherwise, any, or all, of its responsibilities hereunder or attempt to transfer any, or all, of its interest in this Agreement without written consent of the other party, such consent not to be unreasonably withheld. Any attempt to sell, assign, or transfer this Agreement in violation of this paragraph shall be void. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we now have. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.
14. **Miscellaneous:** This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.
15. **Breach or Default:** If you do not pay all charges for services as provided hereunder, promptly when due: (1) we may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates and (2) you agree to pay us all costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to us.
16. **Confidentiality:** In the process of performance under this Agreement, the Parties may provide each other certain confidential or proprietary information regarding their business operations (collectively, the "Confidential Information"). Such Confidential Information, whether provided directly or indirectly, in oral, written, graphic or any other form, will be deemed confidential and subject to restricted use and limited distribution, regardless of whether it is identified as being confidential or proprietary at the time of disclosure. The receiving Party will (a) hold the Confidential Information in confidence and protect it with at least the same degree of care with which it protects its own information of a similar nature, but in any event not less than reasonable care; (b) only use the Confidential Information for the purpose of performing its obligations hereunder; (c) not copy or duplicate such Confidential Information without the disclosing Party's prior written approval; (d) restrict disclosure of such Confidential Information to only those employees, consultants and contractors with a need to know; (e) ensure employees or others given access to the Confidential Information agree to maintain the confidentiality thereof; (f) promptly notify the disclosing Party in the event that the receiving Party becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Confidential Information, so that the disclosing Party may seek an order protecting the Confidential Information from public disclosure; and (g) advise the disclosing Party promptly upon becoming aware of any loss, disclosure, or duplication of the Confidential Information or breach of the confidentiality of the Confidential Information. The obligations in this section will not apply to information which (a) is already known to the receiving Party as evidenced by a writing dated prior to the date of disclosure; (b) is or becomes generally known to the public through no wrongful act of the receiving Party; (c) is received from an unaffiliated third Party without either an obligation of non-disclosure or breach of an obligation of confidentiality in the third Party's receipt or transmission of the Confidential Information; (d) is independently developed by it or its affiliates without use of or reference to the Confidential Information; or (e) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and reasonably assists the disclosing Party

obtaining an order protecting the Confidential Information from public disclosure. Upon request of the disclosing Party, the Party will immediately return any and all Confidential Information and any copies thereof, and will destroy all notes, or other documents involving the Confidential Information, or certify to the destruction of the Confidential Information in a form reasonably satisfactory to the disclosing Party.

- 17. Correspondence:** All correspondence relating to the notifications within this Agreement are to be sent via registered letter to ImageNet Consulting, LLC, Attn: Contracts Department, 913 N. Broadway, Oklahoma City, OK 73102 or emailed to contracts@imagenet.com. We will send correspondence to you at the appropriate "bill to" address, physical or electronic mail, listed on your account.
- 18. Connectivity and Security:** We will connect up to four (4) workstations during initial installation; additional workstations will be subject to additional charges. We will provide you a Connectivity Information Sheet ("CIS") prior to installation of any equipment that requires software or connectivity. The CIS form may require an additional scope of work ("SOW") to be performed during the initial set up of the equipment. At your request, we will provide a new scope of work related to any issues that arise after ninety (90) days of the initial install. It is your responsibility to provide adequate and secure connectivity to enable the Equipment to perform to your satisfaction. You acknowledge and agree that we do not guarantee or warrant the quality, speed, security or uninterrupted availability of the Equipment as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Equipment are provided by a third party public utility or by private companies over which we have no control, and the security of data transmission over such lines to provide the Equipment is not our responsibility. Accordingly, we will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Equipment, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Equipment. You agree to refrain from any act or omission which disrupts, inhibits or prevents the effectiveness, or operation of the Equipment provided by us and our partners, including without limitation, virus protection, data backup and IT managed services.
- 19. Your Data:** You acknowledge and agree that the responsibility of acquiring and implementing tools for managing, storing, backing up, purging and/or securing data is within the owner of such data. You acknowledge and understand that data may be stored on hard drives inside the Equipment and you agree that it is your responsibility to manage this data in accordance with any federal compliance laws, including but not limited to, HIPAA. Furthermore, you acknowledge and agree that in the use of the Equipment, including but not limited to the transmission and storage of data, that despite every effort by you and us, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that we will have no liability to you related to any such Data Breach but will endeavor to assist you in the recovery and restoration of such data at your sole cost.
- 20. Data Backup:** We may install and/or configure the Equipment to work with your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to our installation and/or configuration of any Equipment to work with your hardware and software, and on a regular basis thereafter. You acknowledge that such backup procedures should be performed on at least a daily basis.
- 21. Data Removal:** Upon expiration or termination of this Agreement, Equipment that is subject to this Agreement may contain your data ("Stored Data"). The extent that you fail to remove and delete any of the Stored Data, you hereby authorize us to remove and delete the Stored Data at an additional cost but acknowledge and agree that we have no obligation to do so. All hard drives and other data retention devices in the Equipment must function in the same manner following removal and deletion of the Stored Data. You assume liability for and agree to indemnify, defend and hold us harmless from and against all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your failure to remove such Stored Data from the Equipment. In the event we temporarily loan Equipment to you, it is subject to this Agreement.
- 22. Subscription License Grant:** In connection with the provision of the Services, we may provide you with access to certain software-as-a-service online applications ("Software") and certain proprietary content development, information and materials including, without limitation, custom software development, custom content development, user manuals, technical manuals, standard and customized forms, reports, software, courses, modules, assessment questions, and other content ("Provided Materials") on a limited, worldwide, non-exclusive, non-transferable, and revocable basis. Subject to your compliance with this Agreement, we hereby grant you, during the Term, a limited, worldwide, non-exclusive, non-transferable license to access and use the Software and Provided Materials solely in connection with the Services and for your internal use. The Software and Provided Materials are licensed and are not sold and, as between the parties hereto, you will at no time obtain title to the Software or Provided Materials. You will further ensure that any individual leaving your organization will be prohibited from accessing, copying or utilizing the Software or Provided Materials, and upon this Agreement's termination, you will return or destroy all Provided Materials.
- 23. OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE PERFORMANCE OF THE EQUIPMENT, INABILITY TO USE ANY SOFTWARE LICENSED BY US, OR THE LOSS OF THE USE OF THE EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND YOU HEREBY WAIVE ANY CLAIMS RELATED THERETO.**
- 24. Jurisdiction:** This Agreement will be construed, performed, and enforced in accordance with, and governed by, the laws of the State of New Mexico (excluding its conflict of laws provision). Both parties consent to the exclusive jurisdiction of any claims related to this Agreement in the state or federal courts of Colorado, and each party irrevocably waives any objection, including any objection of laying venue, which it may have, or hereafter have, to the bringing of any action or proceeding in any such court in respect of this Agreement. BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

Serv Item 2.

- 25. **Signer Authority:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 26. **Entire Agreement:** This Agreement constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of both parties.

Pricing and Schedule of Equipment

Base charge	\$11.45	MONTHLY	for	12	months
Start Date	12/03/2023		End Date	12/03/2024	
BW images included	500	overages billed @	\$	0.022900	MONTHLY
CLR images included	0	overages billed @	\$	0.112500	MONTHLY
Service Plan	PARTS, LABOR & TONER		OEM Supplies	Supplies Provided by ImageNet – Auto Supplies	
Address of Equipment	117 South Main Street # 221 MONICELLO, UT 84535				
Make	Model	Serial	Location	Meter Contact	Phone DCA Email
HP	HP CLR LJ MANAGED MFP E4;				N



Purchase Agreement Item 2.

Bill To	Ship To
---------	---------

Company Name: SAN JUAN COUNTY UTAH-ADMINISTRATION	Company Name: SAN JUAN COUNTY UTAH-ADMINISTRATION
Address 1: PO BOX 9	Address 1: 117 South Main Street # 221
Address 2:	Address 2:
City, State, Zip: MONICELLO, UT, 84535	City, State, Zip: MONICELLO, UT, 84535
Contact: INVOICES	Contact: INVOICES
Phone: 4355873225	Phone: 4355873225

Item #	Serial #	Description	Qty	Price	Total
3QA75A		HP CLR LJ MANAGED MFP E47528F	1	\$ 1,534.09	\$ 1,534.09
				Purchase Amount* not including applicable sales tax	\$ 1,534.09

Payment Information

Service Information

Will equipment being purchased include a service agreement? Yes No

If "Yes" please refer to the Service Agreement for specific information regarding the terms and conditions .

Terms and Acceptance

Payment is due within ten (10) days of invoice date. If payment is not received when due we may assess an administrative charge to offset our collection expenses, an amount calculated at the rate of ten cents per one dollar as listed above "Total Purchase Amount" . Payment by credit card may incur a non-refundable convenience fee. If payment is not received within the specified payment terms above, we may take immediate possession of the Equipment and charge a restocking fee of no more than twenty five percent (25%) of the original purchase price. Such an addition to any other remedies provided for by law and may be, to the extent permitted by law, exercised either concurrently or separately. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement . A waiver of default shall not be construed as a waiver of any other subsequent default.

ImageNet Consulting, LLC Account Representative Signature: <div style="text-align: right;">Date:</div>	Client Authorized Signature: <div style="text-align: right;">Date:</div>
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Resolution No. 2023-13

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

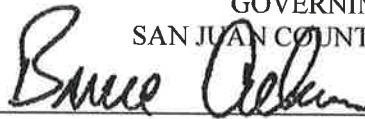
WHEREAS, the Governing Body of San Juan County, Utah, is the proper authority to appoint a qualified person to act as the official representative for San Juan County at the Utah Counties Indemnity Pool Membership Meeting to be held on November 15, 2023; and

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 Commissioner Bruce Adams as the official San Juan County representative for the Utah Counties Indemnity Pool Membership Meeting to be held on November 15, 2023, with Commissioner Silvia Stubbs as an alternate representative.

RESOLVED ADOPTED AND ORDERED this 7th day of November, 2023.

GOVERNING BODY
SAN JUAN COUNTY, UTAH



Commissioner Bruce Adams Chair

ATTEST:

By: 

APPROVED AS TO FORM:

By: _____

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



Purchase From
 RelaDyne
 1261 S Main
 Blanding, UT 84511
 Phone: (435) 678-3311
 Attention To :

State Contracted

Deliver To
 San Juan County Landfill
 Hwy 191 MM 35 1/2
 Blanding, UT 84511
 Phone: (435) 678-3070
 Attention To :

Purchase Order
 P. O. No# 2023-025
 Date 10/26/2023
 Your Ref# 1022042
 Our Ref#
 Credit Terms Credit

Product ID	Description	Quantity	Unit Price	Amount
500281540T40810	SHL ROT T4 Trip 15W40 (drum)	55	\$18.80	\$1,034.00
50047AW68S20810	AW68 Hyd Oil (drum)	55	\$11.30	\$621.50
				\$0.00
				\$0.00
	Utah Recycled Oil Tax	55	\$0.16	\$8.80
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head: _____
 County Admin: _____

Sub Total	\$1,664.30
Tax	Exempt
Freight	
Invoice Total	\$1,664.30
Amount Paid	
Balance Due	\$1,664.30

Terms and Conditions:



DELIVERY TICKET

Order Number: 1022042

BLANDING
1261 SOUTH MAIN
BLANDING, UT 84511INT

Order Date: 10/25/2023
Salesperson: BLANDING HOUSE ACC
Cust Serv Rep: ERIK.GROVER

Delivery Date: / /

BOL #: []

Terminal: []

Sold To: 31-0180327

Ship To: 1001

SAN JUAN COUNTY LANDFILL
PO BOX 9
MONTICELLO, UT 84535
(435) 678-3070

LUBE SAN JUAN COUNTY LANDFILL
BLANDING, UT 84535
(435) 678-3070

Ordered By:

Comment:

SHIP DATE: 10/25/2023

Table with columns: Customer P.O., Truck, Driver, Terms, Whse, Buyback #, HM Description, Item #, Supplier #, UOM, Ordered, Shipped, BackOrder, Unit Price, Amount. Includes items like SHL ROT T4 TRIP 15W40 DR and DRUM DEPOSIT.

Customer Signature

Date

Print Customer Name

Driver Signature

Time In Time Out

of Drums Returned

Net Order: 1,664.30
Fuel Surcharge: 0.00
Handling Fee: 0.00
Sales Tax: 0.00

Order Total: 1,664.30

EMERGENCY RESPONSE: 1-800-535-5053 (INFO-TRAC)
IN CASE OF FIRE, SPILLS, LEAKS OR ACCIDENT WITH



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



Parts List

Add Parts to List

Upload File

CSV or text format

and

<input type="checkbox"/> Part Number	Part Description	Brand	Promotion	Pricing	Req Qty	Availability	Delivery option	Net Price
<input type="checkbox"/> 19354367	TRANSMISSION,AUTOMATIC	General Motors		List Price: \$4,854.91 Price: \$4,854.91 Core: \$2,750.00	1	0	Standard <input type="text"/>	\$4,854.91

Promo Code

Cart Total: \$4,854.91

Cart Name

PO#

Note

Add a note for the dealer (optional)

1012



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Chat w/ Online Experts 24/7

A Technician Will Answer Your Questions in Minutes. Chat Now.

JustAnswer



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



Purchase From

Kenworth
 320 W 6th S.
 Price Utah 84501
 435-637-3440
 Attention To :

State Contracted

Deliver To

San Juan County Road Dept.
 1157 S. Main St
 Blanding, UT 84511
 435-587-3808
 Attention To :

Purchase Order

P. O. No#
 Date 11/1/2023
 Your Ref#
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
Weatherguard	Truck Box Replacement	1	\$1,049.14	\$1,049.14
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head:	
County Admin:	

Sub Total	\$1,049.14
Tax	Exempt
Freight	
Invoice Total	\$1,049.14
Amount Paid	
Balance Due	\$1,049.14

Terms and Conditions:

Item 4.

Pick List Quote



KENWORTH SALES™

**320 W 6th S
Price, UT 84501**

**PH: (435) 837-3440
www.kenworthsalesco.com**

Date / Time: 10/31/2023 4:21:28PM
Parts Order: 9571
Customer: 15013
Branch: PRICE
Page 1 of 1

Bill To: SAN JUAN COUNTY ROAD DEPT
835 E HWY 491
MONTICELLO, UT 84535
Email: jackiep@sanjuancounty.org
Office Phone: 435-587-3808

Ship To: SAN JUAN COUNTY ROAD DEPT
1157 S Main St
Blanding, UT 84511-3209
Email: jackiep@sanjuancounty.org
Office Phone: 435-587-3808

Richard

4

11

Pulled	Supplier	QOH	Item	Description	U/M	Quantity	B/O	Location	Price	Ext Price
	IMPERIAL	0	928847-2IMP	Weather Guard 75 gal. L-Shape	EA	1			952.00	952.00
	IMPERIAL	0	937303-4	TRUCK BOX	EA	1			1,049.14	1,049.14
									2,001.14	

PICK LIST QUOTE

San Juan County

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



Purchase From

Four Corners Welding & Gas Supply Contracted
 P.O Box 1779
 Gallup, NM 87305
 970-565-6547
 Attention To :

Deliver To

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

Purchase Order

P. O. No#
 Date 11/1/2023
 Your Ref#
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
MIL907792	Miller 260 Bobcat Welder	1	\$7,745.00	\$7,745.00
	Replace on North shop Service Truck			\$0.00
	Mail in rebate \$1000.00			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Sub Total	\$7,745.00
Tax	Exempt
Freight	
Invoice Total	\$7,745.00
Amount Paid	
Balance Due	\$7,745.00

Approved:

Department Head: *Todd Aci*

County Admin: *Mack McDonald*

Terms and Conditions:

Remit to:

Gallup Welder's Supply, Inc. DBA:
Four Corners Welding & Gas Supply
PO Box 1779
Gallup, NM 87305



www.fourcornerswelding.com

Cortez, CO 81321

101 N. Broadway
970-565-6547

Gallup, NM 87301

606 E. Hwy 66
505-722-3845

Durango, CO 81301

187 Bodo Item 4.
970-247-1854

Milan, NM 87021

305 Airport Rd.
505-287-9454

Sold To: 205500

Ship To: 205505

QUOTATION
CC 385210

SAN JUAN CNTY ROADS
P.O. BOX 188
MONTICELLO, UT 84535

SAN JUAN CNTY ROADS
MONTICELLO SHOP
MONTICELLO, UT 84535

Hardgoods PO #	Gas PO #	Ship VIA	Salesman		Terms	Date
		OUR TRUCK	UTAH TERRITORY		*NET 30****	10/24/2023
Stock Number	Description	Quantity	Unit	Price	Cylinders Shp Rtn	Amount
3 MIL907792	D-CH,BOBCAT 260,KOHLER, WITH REMOTE START/OFF, GFCI Serial # _____ PRICING IS BEFORE REBATE	1.00	EA	7745.0000		7745.00
Sub Total	7745.00			Sales Tax	Total	7745.00

Unless otherwise indicated: Quote good for 30 days
Please mail all remittances to: PO Box 1779, Gallup, NM 87305

Thank you! We appreciate your business.

Build with Blue™

HOLIDAY SAVINGS SPECIAL

OFFER VALID OCTOBER 1 -
DECEMBER 31, 2023

Bobcat™ 225

\$1,000 REBATE

Bobcat™ 260

\$1,000 REBATE



Engine-Driven Welder
30751001



Engine-Driven Welder
30792001



Scan code to redeem your rebate or learn more at:
MillerWelds.com/BuildWithBlue
Rebate claims must be submitted within 30 days of purchase date.





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[Email](#) [Print](#)

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Miller® Bobcat™ 260 Engine Driven Welder With 23.5 hp Kohler® Gasoline Engine And GFCI

By **Miller Electric Manufacturing**

[Datasheet](#)

Airgas Part #: MIL907792
Manufacturer Part #: 907792

\$7,745⁰⁰ / Each

Provide your delivery zip code or log into your account to get up-to-date product availability, pricing and delivery options.

1 Each [ADD TO CART](#)

Buy this with ...



Miller® Blue Protective Cover With White Miller® Logo For Bobcat™ 225 And 250 Gas Or...

\$327⁰⁰ / Each



Miller® Full KVA Adapter Cable For Engine Driven Welder/Generator

\$169⁰⁰ / Each



Miller® Running Gear For Bobcat™ 250 Welder/Generators/Gas/LP...

\$1,673⁰⁰ / Each

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Feedback



Item Details

Miller® Bobcat™ 260 with Remote Start/Stop, GFCI - Take control, reduce noise and lower operating costs with Remote Start/Stop, standard on Bobcat 260 welder/generators. Easily turn your machine on and off remotely, so it only runs when you need it. Get more done with each tank of fuel, extend time between

[» Show more details and specs](#)

Similar products customers viewed

Item 4.



SKU: 907792 Brand: Miller Electric Availability: IN STOCK

Miller Bobcat 260 Welder/Generator w/ Remote Start/Stop GFCI 907792

★★★★★ 1 Review

On Sale Save \$2,063.00

Rugged welder/generator is great for Stick and Flux-Cored welding and designed for maintenance/repair operations, construction, farm, ranch and generator use.

~~\$9,808.00~~ **\$7,745.00** Earn 15490 Reward Points

Starting at \$700/mo or 0% APR with **affirm**. See if you qualify

- 1 +

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DESCRIPTION

SPECS

DOCUMENTS

ACCESSORIES



COMMISSION STAFF REPORT

MEETING DATE: November 7, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the 2024 Rural County Grant Contract between San Juan County and the State of Utah Governor's Office of Economic Opportunity for \$200,000. Elaine Gizler, Economic Development and Visitor Services Director.

RECOMMENDATION: Make a motion approving the Contract and Acceptance of the Grant Funding

SUMMARY

Each year, San Juan County received Rural Grant Funding from the State of Utah Office of Economic Opportunity. These funds will go towards our economic development efforts throughout the County including our annual Economic Summit, a County-wide blight study, and County business grant funding.

HISTORY/PAST ACTION

For the last three years, San Juan County has received the rural grant funding that is allocated from the State in an effort to provide funding for rural economic development and began the initial San Juan County Economic Development Board. San Juan County allocates a portion of these funds for operational costs including hosting our County Economic Development Summit. The remaining funds have always gone towards grant funding allocated to local businesses.

FISCAL IMPACT

\$200,000 increase to the County Economic Development budget split over two years as well as providing economic support to local business.



STATE OF UTAH CONTRACT

The Governor's Office of Economic Opportunity Rural County Grant Contract

1. **CONTRACTING PARTIES:** This Rural County Grant contract (this "Contract") is between the State of Utah, Governor's Office of Economic Opportunity, Center for Rural Development, referred to as the State or "GOEO", and the following Grantee:

San Juan County Government
117 South Main St.
PO Box 490
Monticello, UT 84535

Contact Person: Elaine Gizler
Contact Phone: (435) 587-3235
Contact Email: egizler@sanjuancounty.org

Legal Status of Contractor: Governmental Agency
Vendor #: VC0000114664

2. **THE GENERAL PURPOSE OF THIS CONTRACT:** The purpose of this contract is to provide a conditional grant to Grantee under the Rural County Grant ("RCG") program. The RCG program is intended to empower rural county governments to manage their own economic development opportunities and to take responsibility for planning, projects, and activities that will lead to improved economies and is designed to address economic development needs, which may include business recruitment, development and expansion, workforce training and development, and infrastructure and capital facilities improvements for business development.
3. **AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-4-802 et seq and Utah Administrative Rule R357-29.
4. **CONTRACT PERIOD:** This Contract shall remain in effect until all obligations of this Contract have been performed by Grantee not to exceed twelve (12) months from the effective date shown below.

Effective date: July 1, 2023.
Termination date: June 30, 2024.

5. **CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award of up to \$200,000.00, which represents the maximum amount that will be awarded under this Contract.

Fund: <u>1000</u>	Unit: <u>6321</u>
Appropriation: <u>COD</u>	Commodity Code: <u>99999</u>

6. **BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:**
- Grantee agrees to abide by the terms and conditions outlined in Attachment B, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
 - Grantee shall use the grant funds solely for the purposes outlined in Attachment B and Attachment C which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in this



- Contract and the costs allowable under this Contract and the program policies and procedures.
- c) Grant Disbursement Period: Subject to the terms and conditions provided herein, Grant funds shall be disbursed during the period shown below, unless extended in writing by the State.
Beginning date: July 1, 2023
Ending date: June 30, 2024
 - d) Grantee agrees that any material changes to the Project Proposal, Scope of Work, Deliverables and Outcome, Timeline and Budget as stated in Attachment C must be approved by the State. Grantee further agrees that such changes may require an amendment to the Contract as determined solely by the State.
 - e) Grantee is a Rural County in the State of Utah of the third, fourth, fifth, or sixth class, as defined in Utah Code section 17-50-501.
 - f) Grantee agrees to create and maintain a functioning County Economic Opportunity Advisory Board (“CEO Board”) as defined in Utah Code section 63N-4-803.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants Between Government Entities

Attachment B: Rural County Grant Terms and Conditions

Attachment C: Project Plan

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

- 8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:** Grantee’s Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Title 63N, Chapter 4, Rural Development Act and Utah Administrative Rule R357-29.

[The remainder of this page is intentionally left blank]

BY SIGNING THIS CONTRACT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS CONTRACT.

SAN JUAN COUNTY GOVERNMENT

STATE OF UTAH

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name:
Title:
Date:
Governor's Office of Economic Opportunity

By:
Name:
Date:
Utah Division of Finance
350 North State Street
Salt Lake City, UT 84114

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS
BETWEEN GOVERNMENT ENTITIES Standard Terms and Conditions for Grants between
Government Entities**

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 claims or lawsuit brought against it. There are no indemnity obligations between these parties.
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, acts 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.
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)

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ATTACHMENT B: RURAL COUNTY GRANT TERMS AND CONDITIONS

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C herein. Grant Money awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** Grantee is a rural county in the State of Utah of the third, fourth, fifth, or sixth class as defined in Utah Code 17-50-501.
3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
 - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
 - b) Grantee shall submit an invoice for 100% of the Contract Amount to be disbursed prior to full completion of Grantee's project.
 - c) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
4. **REPORTING REQUIREMENTS:** On or before June 30 of each year, Grantee shall provide a final report to this office for the Rural Opportunity Advisory Committee. Each CEO Board within a county shall assist and advise the county legislative body throughout the year and in preparing reporting requirements for grant money received by a rural county, as required by the Rural Opportunity Advisory Committee and Utah Administrative Rules R357-29-105. Grantee shall include the following in the final report:
 - a) A description of the projects for which the grant funding was used or encumbered;
 - b) The effectiveness of the award in improving economic development in the county;
 - c) How matching funds were utilized by the county;
 - d) An explanation for why grant funding was not used or encumbered and where it is being held, if applicable;
 - e) A letter from the CEO Board attesting to its involvement throughout the year and in preparation of the annual report; and
 - f) Minutes from each CEO Board meeting over the previous year where the Rural County Grant was discussed.

This reporting requirement must be completed and approved before new funds can be awarded and distributed.

5. **DISTRIBUTION OF FUNDS:** The Contract Amount shall be distributed to Grantee after approval of Grantee's previous year annual report, if applicable, after approval of the current year's application, and after this Contract is fully signed and executed. Grantee shall submit an invoice to the State for payment of the Contract Amount.
6. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
7. **ACCESS TO DATA:** At State's request, Grantee shall allow State access to data and information about the project in order to assess progress and to ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
8. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
9. **STATE CONTACT PERSON:** The State designates the Director of Community Grants in the Department of Incentives and Grants or the assigned Grant Manager as the contact person(s) at the Utah Governor's Office of Economic Opportunity and directs them to consult with the Grantee on an ongoing basis. The contact person(s) will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

10. **EVALUATION**: The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
11. **BREACH OF CONTRACT**: The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract.
12. **ATTRIBUTION**: Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

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ATTACHMENT C: PROJECT PLAN

SCOPE OF WORK:

San Juan County, Utah, will utilize the Rural Grant Funding to support local San Juan County businesses for retention and expansion. \$170,000 of the grant will be allocated to businesses that qualify. San Juan County has a formal application process that each applicant must complete with detail of their project. In 2023, the county allocated funding to 20 businesses that varied from hiring employees, purchasing new equipment, construction, opening a dining establishment, Arts and Culture, improving lodging properties, agriculture expansion, and more. Every one of these businesses will produce additional revenue for San Juan County. The goal is to allocate funding to provide a Return On Investment to the community. We also require a six-month report updating their progress along with valid receipts. The recipients will also have to give a final report with complete validation of the grant funding.

The balance of the grant funding will be used to secure a Blight Report of Commercial businesses in all of San Juan County to determine how the cities and county can encourage owners to improve the properties to add value to the community. Grant funding will also be used to support the annual San Juan County Business Basecamp Training and Expo, hire a Vista Corps Volunteer to focus on the Native American Community for workforce development, and to hire a grant writer to create content for applications. The Business Basecamp Training and Expo is an opportunity for all businesses to participate in specific breakout sessions. Each session provides knowledge the businesses can take back and support growth. The Vista Corps Volunteer will work directly with each indigenous community to identify the individuals needing training and their skillset. They will also create materials to bring people into the program and develop an internship program with businesses throughout the county.

Securing grants for San Juan County is essential to support one of the poorest counties in Utah. The poverty level in San Juan County is approximately 26% of the total population.

DELIVERABLES AND OUTCOME:

The Economic Development Office tracks all the Transient Room Tax collected. The grant recipients who are improving or creating lodging will be monitored to see improvements in their TRT collections after their project is completed. We also require a six-month report back to the county on the progress that will identify the status of their project. We also monitor the number of employees the recipient has indicated to ensure they have hired that number. A new business must apply for a San Juan County Business License, so we know they are operating. If the recipient has yet to reply to the six-month update, they will not be eligible to apply for another grant. We also call the recipients to verify their progress and if they need any help or support.

The County Economic Development Board reviews each application to ensure all required information is presented. Focused sectors will be adding additional employees, expanding lodging and dining, adding equipment to increase business, replacing old equipment to add efficiency, and generating more business—also, consideration for Arts & Culture events and Indigenous Businesses, Arts & Culture requests. The county expects the following outcomes:

- Add 5 to 8 new employees,
- Increase the Transient Room Tax and sales taxes.
- Lodging and dining establishments will serve more locals and visitors thereby increasing the local tax revenue.
- Applications for funding to support employee housing are important and will continue from the success seen in 2022.
- Supporting the expansion of agriculture throughout San Juan County.

- Encouraging the Native American community to apply to open small businesses, expand their current small business, and also train and hire employees.

BUDGET:

There is no cost to administer the grant as all functions are in-house at the San Juan County Economic Development and Visitor Services. The grant funding will be used to support San Juan County local businesses for retention and expansion, if they qualify, support of the annual San Juan County Business Basecamp, employ a Grant Writer to develop content for San Juan County applications, hire a Vista Corps Volunteer who will focus on the Indigenous population for skill set, additional education, coordinating internships preparing individuals for gainful employment.

This grant funding is vitally important to supporting businesses and their retention and growth. Also, helping to secure grant funding through strong applications. San Juan County over all poverty is 26% of the population, while the US National Average is 12.8% and San Juan County had a decrease in population from 2020. The grant funding is paramount to helping improve economic conditions in the county.

**State of Utah
 Governor's Office of Economic Opportunity
 Rural County Grant Budget**

County: San Juan
Fiscal Year: 2024

			\$ 200,000.00
Count	Economic Development Project or Activity	Total Estimated Cost	<u>Quantity of Grant Funds to be Used</u>
1	Business Retention and Expansion Grant	\$170,000.00	\$50,000.00
2	San Juan County Business Basecamp Summit November	\$10,000.00	\$125,000.00
3	San Juan County Blight Report- Commercial Businesses	\$15,000.00	\$25,000.00
4	Economic Development Grant Writing Contractor	\$5,000.00	
		\$200,000.00	\$200,000.00





COMMISSION STAFF REPORT

MEETING DATE: November 7, 2023

ITEM TITLE, PRESENTER: National Forest Draft Revised Land Management Plan, Nick Sandberg,
Public Lands Coordinator

RECOMMENDATION: Sign comment letter

SUMMARY

The Manti-La Sal National Forest has released its Draft Revised Land Management Plan and Draft EIS for public review. This review period will end November 15. County staff have reviewed the draft plan and EIS in consultation with PLPCO staff and have prepared comments in the attached letter.

HISTORY/PAST ACTION

San Juan County participated in the development of the Plan as a Cooperating Agency.

FISCAL IMPACT

NA

11-3-23

DRAFT EIS FOR REVISED FOREST PLAN

Alternative A – no change, continued management per 1986 plan as revised

Alternative B (Proposed Plan) – maintains current levels of use while improving infrastructure and restoring ecological health; balances primitive and non-motorized recreation experiences with less primitive and more motorized recreation experiences; some recommended wilderness areas

Alternative C – more active management with prescriptive approach; management actions maximized to achieve Desired Conditions more quickly; no recommended wilderness areas

Alternative D – limits human influence on landscape; passive management with change occurring through natural processes and limited human manipulation; more primitive recreation and greatest amount of recommended wilderness areas; many recommended wilderness areas

REVISED DRAFT FOREST PLAN SELECTED HIGHLIGHTS (ALTERNATIVE B)

Monticello-Blanding Municipal Watershed (11,700 acres) – remains same

Vegetation management focuses on mechanical treatments and prescribed burning

New livestock range improvements allowed

Summer and Winter Recreation Opportunity Spectrum (ROS) Classes

Summer ROS classes: approx. 50/50 motorized/non-motorized recreation

Winter ROS classes: approx. 60/40 motorized/non-motorized recreation

Dispersed camping sites to be designated along:

La Sal Loop Road

Hart Draw Road

Causeway Road

North Creek Road (Blanding to Monticello)

Recommended wilderness areas (6 each) totaling 107,684 acres

Central La Sals

Ruin Canyon

Elk Ridge

Hammond and Notch Canyons

Arch Canyon

Chippean and Allen Canyons

Wild and Scenic Rivers – no units included

Some actions deferred to Bears Ears Monument Plan (ROS classes and Scenery Management Categories)



SAN JUAN COUNTY COMMISSION

Item 7.

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

November 7, 2023

Ryan Nehl, Forest Supervisor
Manti-La Sal National Forest
Attn: Forest Plan Revision
599 West Price River Drive
Price, UT, 84501

Re: Draft Revised Forest Plan and Draft Environmental Impact Statement (DEIS)

Dear Mr. Nehl:

San Juan County appreciates the opportunity to provide comments on the Draft Revised Forest Plan and Draft Environmental Impact Statement (DEIS). The portions of the Manti-La Sal National Forest within the County are an integral part of the economy, lifestyle, culture, heritage, health and welfare of the County and its residents. As such, the plan for the management of these forest lands and resources has a significant impact on County administration and function and the lives of its residents. We offer the following comments on the draft plan in the spirit of improving the health and management of the forest along with benefits to the County and its residents.

Revised Plan:

Coordination of Planning Efforts. We do not find any record in the draft plan or DEIS of coordination of forest planning efforts with the plans of county and local governments. The National Forest Management Act of 1976 includes a coordination provision which states "...the Secretary of Agriculture shall develop, maintain, and, as appropriate, revise land and resource management plans...coordinated with the land and resource management planning processes of State and local governments...". The Forest Service Handbook (FSH 1909.12, Chapter 40; 44-Participation and Coordination with Federally Recognized Indian Tribes, Alaska Native Corporations, Other Federal Agencies, and State and Local Governments) outlines guidance for implementing this coordination requirement. This handbook states that for forest planning efforts, the responsible forest official shall "review planning and land use policies of ...state and local governments..." and that this review shall be displayed in the EIS for the plan. This review shall include consideration of 1) the objectives of State and local governments as expressed in their plans and policies, 2) the compatibility and interrelated impacts of these plans and policies, 3) opportunities for the plan to address the impacts identified and 4) opportunities to resolve or reduce conflicts.

A section in the EIS documenting this review of local plans would have been useful to the public so that they would be more knowledgeable in making their comments.

p.2-23 Watershed and Aquatic Resources, GD-01: “To maintain healthy aquatic habitats, management activities should not fragment aquatic habitats or aquatic organism passages or adversely impact hydrologic connectivity.” The phrase “or adversely impact hydrologic connectivity” may be too stringent and could be interpreted to preclude construction of reservoirs for community water supply or other uses (livestock, wildlife, recreation, irrigation). Such an interpretation would be inconsistent with the preceding Description and Values section which references the importance of water sources on the Forest to local communities and water users. We recommend deleting this phrase from the guideline or modifying it to allow exceptions for such public uses.

p. 2-28 Groundwater-Dependent Ecosystems and Wetlands ST-01 “New road and trail development shall not be authorized in groundwater-dependent ecosystems and wetlands.” Such a prohibition without provision for exceptions is overly restrictive. This standard should be modified to allow exceptions for emergency or temporary uses or instances where mitigation may avoid or reduce any impacts.

p.2-36 Deciduous Forest – Description and Values: There is no mention of the value of quaking aspen as a fuelwood. Many residents of San Juan County harvest aspen for home heating. This use should be added to the values statement.

p. 2-38 Woodlands – Description and Values : There is no mention of the value of pinyon and juniper for fuelwood. Many residents of San Juan County and surrounding areas harvest this wood for home heating and cooking. This use should be added to the values statement.

p. 2-54 Areas of Tribal Importance GD-04 “To respect tribal values, plant populations and plant communities of tribal value should be protected during fuels reduction activities.” Protection of these plant communities may not be possible in all instances. We suggest adding “to the extent practicable” to the end of the sentence.

p. 2-54 Areas of Tribal Importance GD-06 “To protect cultural resources, management actions such as fencing, or relocation of infrastructure should be taken if adverse impacts from livestock grazing are identified.” This statement should also be included in the livestock grazing section of the plan so that it can more easily be found when researching guidelines for livestock grazing.

p. 2-59 Recreation Opportunity Spectrum ST-02 states “Existing roads and motorized trails in Primitive and Semi-Primitive Non-Motorized recreation opportunity spectrum classes shall be considered for closure during travel planning.” The phrase “shall be considered for closure” casts an overly negative mandate for road closures. It may be that existing roads and motorized trails in such ROS areas serve a useful purpose and should be left open for travel and cherry-stemmed out of the particular ROS area. We recommend this standard be rewritten to state: “The classification (open, closed or restricted) of existing roads and motorized trails in Primitive and Semi-Primitive Non-Motorized recreation opportunity spectrum class areas will be determined in future travel planning.”

p.2-62 Access – Even though road and trail maintenance funding has decreased on the forest and this may lead to public safety and resource damage concerns, we urge the forest to consider other maintenance funding sources before using lack of funding as the rationale for road and trail closures. We support Objective-05 “Plan and coordinate maintenance and monitoring of roads and trails with local governments, partners and volunteers annually” and Goal-01 “Expand partnerships and agreements with local governments, partners and volunteers for shared maintenance and monitoring of roads and trails”. Use of local governments, grants, partners and volunteers should provide additional funding opportunities for road and trail maintenance to meet the ever increasing demand for public access.

p. 2-63 Access – DC-06 “Road and motorized trail use do not impact wildlife winter range and quiet winter recreation opportunities.” The requirement of “do not impact” is an impossible condition to achieve as road and trail motorized uses will have some impact on wildlife and quiet winter recreation opportunities. This phrase should be changed to read “have minimal impact” or similar language.

p. 3-82 Wilderness Areas – Desired Conditions: DC-10 states: “Use within the Peavine Corridor has a minimal effect on Dark Canyon wilderness resources;...”. This statement is inconsistent with the legislation establishing the wilderness area and Peavine Corridor. Nowhere in the legislation is there a requirement that use in the Corridor have minimal effect on adjacent wilderness resources. In fact, Section 303 Prohibition on Buffer Zones in the legislation states “Congress does not intend that designation of wilderness areas in the State of Utah lead to the creation of protective perimeters or buffer zones around any wilderness area. The fact that nonwilderness activities or uses can be seen or heard from areas within the wilderness shall not, of itself, preclude such activities or uses up to the boundary of the wilderness area.” This Desired Condition is also inconsistent with the San Juan County Resource Management Plan (RMP) policy for wilderness which states “4. Management of lands adjacent to wilderness, wilderness study or wilderness character or similar areas with the same management restrictions or considerations as these special designation areas (buffer zones) is not supported.” This condition could be used to apply restrictions on motorized uses in the corridor which would not be supported by the designating legislation nor San Juan County policy. This Desired Condition should be removed from the Plan.

p. 3-84 Wilderness Areas- Guidelines: GD-02 states: “To maintain wilderness character, management actions along the motorized Peavine Corridor should minimize user conflict and reduce impacts on soil, watershed, vegetation, and other resources.” Here again, liberties have been taken in drafting this statement that are not supported by the enabling legislation (see above comment). The Peavine Corridor is not wilderness. It was specifically carved out of wilderness to provide for motorized travel. There is no statement in the legislation that requires management actions within the Corridor to maintain wilderness character. This statement should be modified to delete reference to maintaining wilderness character and should read: ‘Management actions along the motorized Peavine Corridor should minimize user conflict and reduce impacts on soil, watershed, vegetation, and other resources.’

DEIS:

Volume 1, 2.8 Comparison of Alternatives by Outcomes and Components

p. 2-34 Livestock Grazing Alternative D: “Vacant allotments should not be made available for permitted livestock grazing. Permits waived without preference should be left vacant and not restocked when there is limited interest.” These statements are inconsistent with the San Juan County RMP, Livestock Grazing Policy 4 which states: “Support continued properly managed livestock grazing on grazing allotments rather than conversion to conservation, wildlife or other uses even when a permittee may propose relinquishment or retirement of grazing AUMs for other purposes.” San Juan County recognizes and supports livestock grazing for the natural, cultural, social and economic benefits it provides and therefore would not support a reduction in livestock grazing through loss of grazing allotments. The County would not support the inclusion of these requirements in the Final Plan.

Volume 2 3.28 Recommended Wilderness Management Area

p. 3-30 The County would not support the recommendation of any wilderness management unit on national forest lands in the county. The Utah Wilderness Act of 1984 (Public Law 98-428) designated 12 wilderness areas within Utah’s national forests. The stated purposes of this act were to designate certain national forest lands in Utah as wilderness and to insure that other national forest lands in Utah be available for nonwilderness multiple uses. The Act further states in Sec. 201. (b)(5) “unless expressly authorized by Congress, Department of Agriculture shall not conduct any further statewide roadless area review and evaluation of national forest system lands in the State of Utah for the purpose of determining their suitability for inclusion in the National Wilderness Preservation System.” To our knowledge, Congress did not make an authorization for the Forest Service to conduct additional wilderness area evaluations for the Manti la-Sal National Forest. The Forest Service contends it was required to do so by the 2012 Planning Rule. However, this planning rule does not override the 1984 Utah Wilderness Act. Therefore, we contend that wilderness evaluations in this planning effort were unnecessary and not authorized by Congress and any such evaluations and subsequent wilderness recommendations in this planning effort would be contrary to the 1984 Act.

Furthermore, San Juan County already has one designated wilderness area and several Inventoried Roadless Areas on the National Forest and the majority of the remainder of the federal lands in the county are managed under various restrictive designations including Canyonlands National Park, Glen Canyon National Recreation Area, Hovenweep National Monument, Natural Bridges National Monument, Rainbow Bridge National Monument, Bears Ears National Monument, and various wilderness study areas and wilderness character areas. In the Bears Ears National Monument, which includes $\frac{3}{4}$ of the Monticello District of the National Forest, the developing monument plan will include protective stipulations for uses on included forest lands which will protect monument objects and landscapes. Additional stipulations that would be imposed by any wilderness area recommendations would only add more unnecessary restrictions which would hinder the

implementation of various management practices to improve or maintain forest health and would add more onerous restrictions to the use of forest lands by Anglos and Native Americans.

Volume 2 3.34 Elk Ridge Geographic Area

p. 3-336 San Juan County would not support the inclusion of this geographic management area in the Final Forest Plan. Currently, it is only included in Alternative D which may be appropriate for a range of analysis. However, we do not think this area has the unique and interrelated resources and values to warrant a separate management area designation. The area is entirely within the Bears Ears National Monument and shares the same objects and resources that would be managed by the Monument Plan. Designating this area with its own separate management prescriptions within the BEM Plan and overall Forest Plan would only create unnecessary confusion as to which management plan prescriptions would be followed. For these reasons we would not support its inclusion in the Final Plan.

Volume 3 Appendix A Maps: Map 27 Monticello District Municipal Water Supply Management Area shows an excluded zone in the Jackson Ridge area. We thought this area was in and should be in the Municipal Water Supply Area. Is this a mapping error or is there a reason for this exclusion? On this same map the SE boundary of the Bears Ears Monument does not show clearly as do the remaining boundaries of the Monument (shown in red).

Volume 3 Appendix A Maps: Maps 61-63 Monticello District Summer ROS Classes, Maps 70-72 Monticello District Winter ROS Classes and Maps 82-84 Monticello District Visual Quality Objectives do not depict these ROS classes and Visual Quality Objectives for the Bears Ears Monument segment of the forest. We understand these were omitted as being deferred to the development of the Bears Ears Monument Plan. However, ROS classes and Visual Qualities (and related Objectives) would seem to be inventory classes which would not change with management alternatives. It would have been useful to have had these items shown on the maps to give better context in developing comments. We recommend these inventoried classes be shown.

Generally, the County favors some aspects of Alternative C as it allows for more proactive management that should contribute to the achievement of Desired Conditions more quickly than the other alternatives. Such management should provide for better fuels management to reduce the potential frequency and intensity of wildfires. One benefit of this management would be to reduce the risk of fire damage to cultural and heritage resources. Other management actions would contribute to improved forest health such as more rapid restoration/recovery of declining aspen stands.

Alternative C would also be less restrictive concerning tribal members access to sensitive cultural and historic resources and is more proactive in its approach to tribal consultation and engagement.

Additionally, Alternative C would promote connectivity of motorized trails and would provide more acres for Semi-Primitive Motorized recreation opportunities. Both factors would better help meet the demand for motorized recreation opportunities.

We appreciate this opportunity to offer comments. Please contact us if you have questions about any comments.

Sincerely,

Bruce Adams
Chairman



COMMISSION STAFF REPORT

MEETING DATE: August 7, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the Interlocal Cooperation Agreement for Environmental Health Services between San Juan County and Southeast Utah Health Department. Grant Sunada, Public Health Director

RECOMMENDATION: Make a motion approving the agreement.

SUMMARY

San Juan Public Health (SJPH) has had an emergent staffing issue starting in August 2023 limiting their short-term ability to fulfill responsibilities for Environmental Health (EH). Pursuant to Utah Administrative Code Rule R3890 and R392, SJPH has authority and responsibility for ensuring environmental health (EH) and protections for San Juan County; Southeast Utah Health Department (SEUHD) is the nearest neighboring local health department in Utah and has resources needed to fulfill the highest priority EH duties and has been willing to make available the staff resources to assist SJPH in ensuring environmental health and protections based on the terms and conditions in the attached Interlocal Cooperation Agreement. SEUHD has agreed to track time and costs so that SJPH can reimburse SEUHD for these costs in a timely (per the attached agreement).

For example, this has included monitoring, managing, and communicating with the public about a harmful algal bloom at Ken's Lake.

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

FISCAL IMPACT

The costs for August - October 2023 has totaled \$5,632.24.

**INTERLOCAL COOPERATION
AGREEMENT FOR ENVIRONMENTAL
HEALTH SERVICES IN SAN JUAN
COUNTY**

This agreement for Environmental Health Services is between San Juan County (and its Public Health Department (SJPH), a single county health department) and Southeast Utah Health Department (SEUHD), a multicounty health department. SJPH and SEUHD may be referred to collectively as the "parties" herein or individually as a "party" herein.

WITNESSETH:

WHEREAS, pursuant to Utah Administrative Code Rule R3890 and R392, SJPH has authority and responsibility for ensuring environmental health (EH) and protections for San Juan County; and

WHEREAS, SJPH has had an emergent staffing issue limiting their short-term ability to fulfill responsibilities for EH; and

WHEREAS, SEUHD is the nearest neighboring local health department in Utah and has resources needed to fulfill the highest priority EH duties and is willing to make available the staff resources to assist SJPH in ensuring environmental health and protections based on the following terms and conditions; and

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

The parties therefore agree as follows:

1. SJPH's Obligations. If an Environmental Health Scientist is not available within SJPH staff during 2023, SJPH shall:
 - 1.1. Communicate standard EH needs to SEUHD Health Officer and/or EH Director in a timely manner to allow for SEUHD staff to appropriately assess, prioritize, and respond;
 - 1.2. Communicate emergent EH needs to the SEUHD Director promptly to allow SEUHD staff to appropriately assess, prioritize, and respond;
 - 1.3. Complete as many EH tasks with SJPH staff as is feasible.
2. SEUHD Obligations. SEUHD shall:
 - 2.1. Track EH tasks completed and related costs;
 - 2.2. Support SJPH in maintaining regulated entities, requests, and/or complaints for the following categories in state code and rule:
 - food safety consistent with R392-100, R392-101, R392-103, R392-104, and R392-110;
 - schools consistent with R392-200;
 - recreation camps consistent with R392-300;
 - recreational vehicle parks consistent with R392-301;
 - public pools consistent with R392-302 and R392-303;

- temporary mass gatherings consistent with R392-400;
 - roadway rest stops consistent with R392-401;
 - mobile home parks consistent with R392-402;
 - labor camps consistent with R392-501;
 - hotels, motels and resorts consistent with R392-502;
 - indoor clean air consistent with Section 26-38 and R392-510;
 - illegal drug operations decontamination consistent with R392-600;
 - Indoor tanning beds consistent with R392-700; and
 - investigation of complaints about public health hazards, including vector control.
- 2.3. Work with SJPH to complete ongoing documentation of inspections, corrective actions, and the process of receiving, investigating, and the final disposition of complaints.
3. Compliance with Applicable Laws. Each party agrees to collaborate to fulfill local health department duties in compliance with state/county law and rule.
4. Costs. SJPH agrees to pay SEUHD the costs for providing the highest priority environmental health services (per discussions between the SJPH Director and the SEUHD EH Director) within San Juan County. SJPH will submit payment to SEUHD within thirty (30) days of SJPH receiving an invoice prepared by SEUHD relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, SJPH shall pay SEUHD for all services rendered by County under this agreement within 30 days of the date that this agreement is terminated.
5. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
6. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.
7. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
- 7.1. The mutual written agreement of the parties;
 - 7.2. By either party after any material breach of this agreement;
 - 7.3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
 - 7.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
8. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
9. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their

services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.

10. No Separate Legal Entity. No separate legal entity is created by this agreement.
11. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. SEUHD employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of SEUHD for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
14. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.
15. Entire Agreement: Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
16. Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only

in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.

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

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

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

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

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

<p>Southeast Utah Health Department</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p>
<p>Printed: Name</p>	<p>_____</p>
<p>Signature</p>	<p>Southeast Utah Health Department Attorney</p>
<p>Dated:</p>	<p>Dated:</p>
<p>ATTEST:</p>	<p>_____</p>
<p>Printed Name</p>	<p>_____</p>

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

Southeast Utah Health Department

INVOICE

P.O. Box 800
Price, UT 84501

Phone Number
435-637-3671

San Juan Public Health
735 S 200 W Suite 2
Banding, UT 84511-0089

INVOICE DATE | 30-Oct-23

Environmental Health Services
8/31/23 thru 10/23/23

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
61	Hours	81.00	\$4,941.00
494	Miles	0.620	306.28
1	Canyonlands Copy Center - posters & lamination	337.50	337.50
3	Walker's True Value - TVX LB Dead Blow Hammer	5.49	16.47
1	Walker's True Value- Lath Pointeed Bundle	30.99	30.99
		SUBTOTAL	5,632.24

Questions concerning this invoice?
Call: Orion Rogers
801-557-6978

MAKE ALL CHECKS PAYABLE TO:
Southeast Utah Health Department
P.O. Box 800
Price, UT 84501

\$5,632.24
PAY THIS
AMOUNT

THANK YOU FOR YOUR BUSINESS!

Date	Orion	Marie	Britney	Jonathan	Description	Program	Mileage
8/31	1				Kent's Lake Algal Bloom	DEQ Water Quality	
9/5	4				16 E Old School House Lane	DEQ Water Quality	26
9/6	6	4	3		Kent's Lake Algal Bloom	DEQ Water Quality	
9/8	4				Oowa/Kent's Lake Algal Bloom	DEQ Water Quality	78
9/11	2				Kent's Lake Algal Bloom	DEQ Water Quality	28
9/12	2		3		Pack Creek Ranch pool, calls kent	DEQ Water Quality	38
9/13	1				Kent's Lake Algal Bloom	DEQ Water Quality	38
9/18	1				Kent's Lake Algal Bloom	DEQ Water Quality	26
9/21/23		4			Kent's Lake Algal Bloom	DEQ Water Quality	
9/21, 9/25		1			Bluff restaurants	CHS	
9/22/23	1				Meth	DEQ Air Quality	
9/23/23	1				Meth	DEQ Air Quality	
9/26	6				16 E Old School House	DEQ Water Quality	82
9/28	2				Flat Iron Septic	DEQ Water Quality	43
9/29	6				Blanding meet with Grant	Admin	135
10/2				2	2 septic consults/1 graywater/emails		
10/6				1	Monument Valley septic		
10/9				1	Monument Valley septic		
10/12		1			septic/misc CHS	DEQ Water Quality	
10/18-19		1			food permitting	CHS	
10/20/23	1						
10/23/23	1						
	39	11	6	5			494

Fees not collected by SEUHD but that were referred to have them pay San Juan Establishment



A Division of Canyonlands Advertising
P.O. Box 698
MOAB, UTAH 84532
(435) 259-8431 • Fax (435) 259-2418
info@moabhappenings.com

INVOICE

9/12/2023

38227

DATE

ORDER NO.

SHIP TO

TO SEVtan Health Dept

Orin Rogers

SALESPERSON

DATE SHIPPED

SHIPPED VIA

F.O.B. POINT

TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
15	24x30 Posters - color on poster paper	15.00	225.00
37.5	Laminating	3.00	112.50
	total		337.50

THANK YOU

Orin Rogers

To Sevtan

WALKER'S TRUE VALUE HARDWARE
260 S. MAIN ST
MOAB, UT 84532

PHONE: (435) 259-8258

NO LUMBER RETURNS AFTER 72 HOURS
ESTIMATE PRICES GOOD FOR 7 DAYS ONLY!

S.E. UTAH HEALTH DEPT
149 EAST 100 SOUTH

CUST # 398295
TERMS: NET 10TH

PRICE UT 84501

INV # 961176
DATE : 9/06/23
CLERK: REBBECA P
TERM # 570

TIME : 2:51

* INVOICE *

QUANTITY	UM	ITEM	DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
3	EA	100251	TVX LB Dead Blow Hammer		5.49 /EA	16.47 N
** AMOUNT CHARGED TO ACCOUNT **				16.47		
				TAXABLE		0.00
				NON-TAXABLE		16.47
				SUB-TOTAL		16.47
				TAX AMOUNT		0.00
				TOTAL INVOICE		16.47

X OT 181 San Juan
Received By

WALKER'S TRUE VALUE HARDWARE
260 S. MAIN ST
MOAB, UT 84532

PHONE: (435) 259-8258

NO LUMBER RETURNS AFTER 72 HOURS
ESTIMATE PRICES GOOD FOR 7 DAYS ONLY!

S.E. UTAH HEALTH DEPT
149 EAST 100 SOUTH

CUST # 398295
TERMS: NET 10TH

PRICE UT 84501

INV # 961177
DATE : 9/06/23
CLERK: REBECCA P
TERM # 570

TIME : 2:52

* INVOICE *

QUANTITY	UM	ITEM	DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
1	EA	LATH	LATH POINTED BUNDLE (40)	30.99	30.99 /EA	30.99*N
** AMOUNT CHARGED TO ACCOUNT **				30.99		
				TAXABLE		0.00
				NON-TAXABLE		30.99
				SUB-TOTAL		30.99
				TAX AMOUNT		0.00
				TOTAL INVOICE		30.99

X Delia to Jean
Received By

**INTERLOCAL COOPERATION AGREEMENT
FOR MUNICIPAL ELECTION SERVICES**

This agreement for Municipal Election Services is between San Juan County, a political subdivision of the state of Utah (the "County"), and the City of Monticello, a municipal corporation of the state of Utah (the "City"). County and City may be referred to collectively as the "parties" herein or individually as a "party" herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, Utah Code Ann. (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year; and

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist the City of Monticello in holding its municipal primary in August and general elections in November of 2023 upon the following terms and conditions; and

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

The parties therefore agree as follows:

1. The County's Obligations. If a municipal primary election and a municipal general election is needed in November 2023, respectively, the County shall provide the following:
 - 1.1. Test, program, and assemble the voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Navajo Language Interpretation and Messaging including Radio, Media and Marketing
 - 1.4. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.5. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.6. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.7. Canvass reports;
 - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
 - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
 - 1.11. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.12. If required, in cooperation with the City, conduct an election audit; and
 - 1.13. Store all election returns for the required twenty-two (22) months.
 - 1.14. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results.

2. The City's Obligations. The City shall:
- 2.1 Provide the County Clerk/Auditor's Office with a designated officer to act as the City election officer and assume all duties and responsibilities as outlined by law;
 - 2.2 Perform Noticing of Election on website and posting of Election Notice on flyer of City office doors. Notices shall also be provided in the Navajo Language. Perform Candidate Filing procedures and request Financial Disclosure reports.
 - 2.3 Enter into a polling location Indemnification Agreement, if needed;
 - 2.4 Notify County of the Declaration of Candidacy filing;
 - 2.5 Provide County with ballot information, which includes, but is not necessarily limited to races, candidates and ballot issues;
 - 2.6 Approve the election plan, which includes, but is not necessarily limited to, location of polling location, paper ballot quantities, voting machine and poll worker assignments, voter reports.
 - 2.7 Proof and approve the accuracy of the ballot formats;
 - 2.8 Arrange and conduct election canvass;
 - 2.9 Prepare candidate certificates;
 - 2.10 Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
- 3 Compliance with Applicable Laws. Each party agrees to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the State.
- 4 Costs. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". Costs on Exhibit "A" are estimates only. City will submit payment to County within thirty (30) days of City receiving an invoice prepared by County relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this agreement prior to the date that this agreement is terminated.
- 5 Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
- 6 Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.
- 7 Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
- 7.1 The mutual written agreement of the parties;
 - 7.2 By either party after any material breach of this agreement;
 - 7.3 By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
 - 7.4 As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
- 8 Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
- 9 Governmental Immunity. The parties recognize and acknowledge that each party is covered by the

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

- 10 No Separate Legal Entity. No separate legal entity is created by this agreement.
- 11 Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
- 12 Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
- 13 Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
- 14 Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.
- 15 Entire Agreement: Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
- 16 Governing Law: Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.

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

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

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

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

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

CITY OF MONTICELLO	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
_____ Printed: Name	_____ City Attorney
_____ Signature	
Dated:	Dated:

ATTEST:

Printed Name

Date:

SAN JUAN COUNTY

Bruce Adams, Chairman
Board of San Juan County Commissioners

Dated:

ATTEST:

Lyman W. Duncan
San Juan County Clerk/Auditor

Date: _____

REVIEWED AND APPROVED AS TO
PROPER FORM AND COMPLIANCE WITH
APPLICABLE LAW:

San Juan County Attorney's Office

Dated

EXHIBIT A – SJC ELECTION EXPENSES

2023 City of Monticello General Election

COST ESTIMATE – \$10,500

The cost estimate is based on the estimated expenses for the:

- White Outer Envelope
- Blue Return Envelope
- Ballot Assembly
- Mailed Ballots
- Provisional Ballots
- Test Ballots
- Freight
- Postage
- Staffing
- Language Services
- Radio ads
- Newspaper ads



COMMISSION STAFF REPORT

MEETING DATE: November 7, 2023

ITEM TITLE, PRESENTER: CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE GOVERNING BODY OF SAN JUAN COUNTY AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Approve the Agreement

SUMMARY

In November of 2021, San Juan County contracted with Unified Fleet Services to provide annual vehicle leases. These annual leases required staff to manage a fleet program exchanging vehicles on an annual basis. Since then, Unified Fleet Services has contracted with Umpqua Bank to offer a longer-term lease program. San Juan County will lease vehicles for two to three years with the option to purchase on year 4 or 5. This will allow us to avoid the costs of changing our equipment for vehicles every year and instead allow us to recoup costs at trade-in.

In October 2023, San Juan County approved the updated lease agreement for leasing of County Vehicles with Umpqua Bank. This is the resolution supporting the lease financing.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

Overall a saving from trade-in as well as the cost to repackage vehicles every year.



October 12, 2023

Mack McDonald
Chief Administrative Officer
San Juan County
117 S Main St., #121
Monticello, UT 84535

Dear Mack:

I am pleased to present the terms and conditions of our proposal to lease equipment to San Juan County. This letter is not an approval to enter into a lease, nor should it be construed as an offer or commitment to perform any undertaking.

An approval of this proposal may be considered after full review by the appropriate officers of Financial Pacific Leasing, Inc. and Umpqua Bank. Final approval may contain additional or modified terms.

Please indicate your interest in our proposal by signing and returning the enclosed copy of the "Terms and Conditions" by October 31, 2023. By accepting our proposal, you agree that Umpqua Bank Equipment Leasing & Finance shall not be held liable for any action or inaction stemming from this letter.

Thank you for this opportunity to respond to your needs. We hope that our proposal is both timely and competitive, and we look forward to working with you to successfully fund and close this transaction.

Sincerely,

A handwritten signature in blue ink that reads "Rik Johnson".

Rik Johnson
Vice President
Umpqua Bank Equipment Leasing & Finance
Business Development Officer

M (425) 241-7969



[Web](#) | [Facebook](#) | [Twitter](#)

Terms and Conditions:

Lessor:	Financial Pacific Leasing, Inc., d.b.a. Umpqua Bank Equipment Leasing & Finance, a subsidiary of Umpqua Bank or it's assigns ("Lessor")
Lessee(s):	San Juan County
Equipment Financing Vehicle:	Municipal Lease-Purchase Agreement
Equipment & Cost:	Various vehicles listed on Exhibit "A" attached with this proposal as a separate excel spread sheet (the "Equipment"). All Equipment shall be satisfactory to Lessor.
Lease Amount:	Not to exceed \$2,219,436.60 in the aggregate.
Lease Term:	Five (5) years
Payments:	Five (5) payments, payable annually to be paid November 1 st of each year beginning November 1, 2023, with the final payment on November 1, 2028.

Option A – Fund into Escrow

Structure:	Lease-Purchase for the entire \$2,219,435.60.00 would commence and the funds would be held in escrow. Vehicles would be pre-accepted to allow funds to be disbursed to the appropriate vendor(s) ahead of actual delivery of the vehicle(s). A fee of \$500 will be payable by Lessee upon execution of the initial lease. A titling fee of \$10 per vehicle will be due as each vehicle is delivered.
Interest Rate:	The amount funded into escrow shall accrue interest at the tax-exempt rate of 5.17% per annum, payable in advance. The interest rate specified above is based upon the 5 year like term US Treasury Rate sourced from Chatham Financial Market Data ("Index") at 4.31% as of 8/11/2023. Should the Index increase prior to any loan schedule documentation and commencement, the interest rate shall be adjusted to maintain the economic returns anticipated by Lessor. The interest rate becomes fixed upon funding into escrow.
Early Buy-Out Option:	So long as (i) Lessee is current in the payment of all rent and other amounts due under the lease, (ii) no event of default or event of non-appropriation exists under the lease, and (iii) subject to a minimum of 30 days written notice to Lessor, Lessee term may terminate the lease on the three year anniversary of the

Commencement Date of the lease by paying the currently due rental payments, as well as outstanding principal component of the lease, and any other past due amounts or other amounts due under the lease, plus any applicable taxes. The equipment shall be conveyed to Lessee on an “as-is, where-is” basis, without any representation or warranty from Lessor. The Early Buy-Out Option shall be available for just part of the equipment, and the prepayment of principal shall be determined for such item of equipment based on the percent of the total financed amount attributable to such equipment of the original principal amount of the lease.

Any prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

Option A Commencement

Date and Acceptance: The funding into escrow shall be the Commencement Date under this Option A. It is contemplated that disbursement requests for items of Equipment shall be made periodically when delivery and acceptance of the item of Equipment occurs. A condition to such disbursement request shall be the listing of Lessor’s lien on the vehicle title for said vehicle. The parties agree and understand that Lessee’s unconditional acceptance of the Equipment vis-à-vis the Lessor, does not waive any rights and remedies that Lessee has and shall retain against the vendor.

Option B – Periodic Funding per Vehicle

Structure: Individual lease agreements for each vehicle. Vehicles would be pre-accepted to allow funds to be disbursed to the appropriate vendor(s) ahead of actual delivery of the vehicle. A fee of \$100 will be payable by Lessee upon execution of each agreement. A titling fee of \$10 per vehicle will be due as each vehicle is delivered.

Interest Rate: The amount funded for such equipment on a lease shall accrue interest at the tax-exempt rate of 5.17% per annum, payable in advance. The amortization schedule for the lease for such equipment shall provide for a principal payment schedule resulting in level debt service payments.

The interest rate specified above is based upon the 5 year like term US Treasury Rate sourced from Chatham Financial Market Data (“Index”) at 4.31% as of 8/11/2023. Should the Index increase prior to any final acceptance of equipment under a lease, the interest rate shall be adjusted to maintain the economic returns anticipated by Lessor. The interest rate becomes fixed for each individual lease agreement upon final delivery and acceptance of the specific vehicle for said agreement.

Early Buy-Out Option: So long as (i) Lessee is current in the payment of all rent and other amounts due under the lease, (ii) no event of default or event of non-appropriation exists under the lease, and (iii) subject to a minimum of 30 days written notice to Lessor, Lessee term may terminate the lease on the three year anniversary of the Commencement Date of the lease by paying the currently due rental payments, as

well as outstanding principal component of the lease, and any other past due amounts or other amounts due under the lease, plus any applicable taxes. The equipment shall be conveyed to Lessee on an “as-is, where-is” basis, without any representation or warranty from Lessor.

Any prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

Option B Commencement

Date and Acceptance: The Commencement Date for each Lease entered into under this Option B shall be the date that funds are remitted to the vendor for said vehicle. Conditions for remitting funds to the vendor shall include: (i) evidence of the listing of Lessor’s lien on the vehicle title for said Equipment and (ii) acceptance of the Equipment by Lessee. The parties agree and understand that Lessee’s unconditional acceptance of the Equipment vis-à-vis the Lessor, does not waive any rights and remedies that Lessee has and shall retain against the vendor.

Additional Provisions Applicable to Both Options

Tax Benefits: The lease shall be considered a municipal lease/purchase and shall qualify for tax-exempt status under federal tax law. Lessee shall pay all fees, assessments, sales, use, property and other taxes imposed, except those levied on the net income of Lessor by the United States, the State of Utah, or other applicable jurisdiction. The documents shall include the standard covenants, representations, and warranties applicable to a tax-exempt financing.

End of Lease Options: At the end of the five year lease term, Lessee will have the option to purchase all, but not less than all, of the Equipment under a lease for \$1.00.

Expiration of Facility: All takedowns shall occur prior to 12/1/23, and without written consent of Lessor to extension, the facility shall expire. Lessor shall have no obligation to lease any item of Equipment after said date.

Net Lease: All costs of operation, maintenance, taxes, insurance and other affiliated costs will be paid by Lessee as this transaction has been structured as a triple net lease.

Insurance: Lessee will provide evidence of all-risk physical damage and liability insurance coverage in such amounts and with deductibles all as may be required by Lessor. In addition, endorsements and assignments of such policies shall name Lessor (and its assigns) as loss payee and/or additional insured, as may be required by Lessor. All insurance coverage shall be from a carrier acceptable to Lessor.

Maintenance: Lessee shall, at its sole cost and expense, maintain the Equipment in compliance with all statutes, laws, ordinances, regulations, standards, and directives (including environmental) by any governmental agency and the Equipment must be maintained in accordance with all manufacturer’s suggested and

recommended maintenance procedures including preventive maintenance; and such other maintenance and return conditions as the Lessor may require.

Documentation: All legal matters and all documentation to be executed in connection with the contemplated lease shall be satisfactory in form and substance to Lessor and counsel to Lessor.

Costs & Expenses: Lessee shall be responsible for all fees, costs and disbursements incurred by Lessor in connection therewith, including without limitation, all fees and disbursements of counsel to Lessor (if any), appraisal costs (if any) and all filing and search fees.

Additional Terms & Conditions:

- 1) The non-appropriation clause in the lease shall be satisfactory to Lessor.
- 2) Tax-exempt borrowing for 2023 by Lessee is not reasonably expected to exceed \$10,000,000, so it is assumed that, and pricing is based on, the leases being "Bank Qualified" under section 265(b)(3) of the IRS Code.
- 3) Lessee is a state or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended.
- 4) Lessor shall receive an Opinion from Lessee's counsel stating that the lease qualifies for tax-exempt financing under IRS guidelines and the Opinion must reference #2 and #3 above.
- 5) Lessee's counsel shall provide with respect to each lease (i) an opinion that such lease is duly executed and delivered by Lessee and is a legal, valid, and binding obligation of Lessee enforceable in accordance with its terms, and (ii) such other customary opinions for such municipal leases.
- 6) Customary reporting requirements of Lessee.
- 7) Lessee shall prepare and file a Form 8028-G as a condition to funding for each lease.

Confidentiality: Except as required by law, the proposal and its terms and conditions will not be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know because of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

Authorization: Lessee acknowledges and agrees that Lessor may furnish all Lessee presented information, financials, analysis, and related credit and review materials to its employees, counsel, and agents as well as its participants and assigns. Lessee authorize Lessor to contact Umpqua Bank, and all trade suppliers and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

This proposal is for discussion purposes only, and is only a general, non-binding proposal on the part of Lessor.

[Acceptance page follows.]

I/We have reviewed the above Terms and Conditions and request the Lessor to pursue underwriting and approval of a commitment for the described lease agreement.

Accepted this ____ day of _____, 2023

County of San Juan

By: _____

Printed Name: _____

Title: _____

Please select your Option below:

- Option A – Fund into Escrow**

- Option B – Periodic Funding per Vehicle**



Exhibit A

San Juan County

YEAR	MAKE	MODEL	VIN	11/1/2023	11/1/2024	11/1/2025	11/1/2026	11/1/2027	11/1/2028
2023	Ford	F350	1FT8W3BT0NEF88910	\$7,500.00	\$7,500.00	\$7,500.00	\$39,732.98	\$39,732.98	\$1.00
2023	Ford	F350	1FT8W3BT9NEE97943	\$7,500.00	\$7,500.00	\$7,500.00	\$32,653.71	\$32,653.71	\$1.00
2023	Ford	F150	1FTFW1ED0PFA38295	\$9,268.52	\$9,268.52	\$9,268.52	\$25,748.83	\$25,748.83	\$1.00
2023	Ford	F150	1FTFW1ED4PFA38283	\$9,268.52	\$9,268.52	\$9,268.52	\$25,748.83	\$25,748.83	\$1.00
2023	Ford	F150	1FTFW1ED7PFA38892	\$9,268.52	\$9,268.52	\$9,268.52	\$25,748.83	\$25,748.83	\$1.00
2023	Chevrolet	Suburban	1GNSKCKD8PR221735	\$6,500.00	\$6,500.00	\$6,500.00	\$30,194.70	\$30,194.70	\$1.00
2023	Chevrolet	Suburban	1GNSKCKD5PR221529	\$6,500.00	\$6,500.00	\$6,500.00	\$30,194.70	\$30,194.70	\$1.00
2022	Ford	F150	1FTFW1E81NFC45116	\$8,439.75	\$8,439.75	\$8,439.75	\$25,639.76	\$25,639.76	\$1.00
2022	Ford	F350	1FT8W3BT3NEG06025	\$7,500.00	\$7,500.00	\$7,500.00	\$31,545.88	\$31,545.88	\$1.00
2023	Chevrolet	Silverado 1500	3GCUDGED1PG103136	\$7,000.00	\$7,000.00	\$7,000.00	\$25,762.24	\$25,762.24	\$1.00

2023	Chevrolet	Silverado 1500	3GCUDGED0PG103242	\$7,000.00	\$7,000.00	\$7,000.00	\$25,762.24	\$25,762.24	\$1.00
2022	Ford	F150	1FTFW1E8XNKE67547	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F150	1FTFW1E85NKE67276	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F150	1FTFW1E85NKE67195	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F150	1FTFW1E85NKE67164	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F150	1FTFW1E83NKE67096	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F150	1FTFW1E85NKE67066	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F150	1FTFW1E85NKE67181	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F150	1FTFW1E80NKE67119	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F150	1FTFW1E84NKE67723	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F150	1FTFW1E89NKE67135	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F150	1FTFW1E88NKE67322	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F150	1FTFW1E8XNKE67533	\$7,082.46	\$7,082.46	\$7,082.46	\$24,374.00	\$24,374.00	\$1.00
2022	Ford	F350	1FT8W3BT1NEE42323	\$7,500.00	\$7,500.00	\$7,500.00	\$31,545.88	\$31,545.88	\$1.00

2022	Ford	F350	1FT8W3BTXNEE42322	\$7,500.00	\$7,500.00	\$7,500.00	\$31,545.88	\$31,545.88	\$1.00
2022	Ford	F350	1FT8W3BTXNEE42305	\$7,500.00	\$7,500.00	\$7,500.00	\$31,545.88	\$31,545.88	\$1.00
2023	Ford	F350	1FT8W3BT8PED24305	\$9,000.00	\$9,000.00	\$9,000.00	\$33,822.04	\$33,822.04	\$1.00

**SAN JUAN COUNTY UTAH
RESOLUTION NO 2023-14**

A RESOLUTION OF THE GOVERNING BODY OF SAN JUAN COUNTY AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, San Juan County [body corporate and politic] duly organized and existing as a political subdivision of the State of Utah, is authorized by the laws of the State of Utah to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed \$500,000 constituting personal property necessary for the Lessee to perform essential governmental functions (the *“Equipment”*); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into Municipal Lease-Purchase Agreements (the *“Agreements”*) with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (or one of its affiliates), as lessor, (the *“Lessor”*), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreements and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

Now, Therefore, Be It And It Is Hereby Resolved by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreements, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents; Designation as Bank Qualified. The form, terms and provisions of the Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the San Juan County Board of Commissioners of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the San Juan County Board of Commissioners of the Lessee is hereby authorized and directed to execute, and the County Clerk/Auditor of the Lessee is hereby authorized and directed to attest, the Agreements and any related Exhibits attached thereto and to deliver the Agreements (including such Exhibits) to the respective parties thereto.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as “qualified tax-exempt obligations” under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

Section 4. Appointment of Authorized Lessee Representatives. The County Administrator Mack McDonald and County Clerk/Auditor Lyman Duncan of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

PASSED, ADOPTED, AND APPROVED this Resolution on this 7th day of November 2023, by the following vote:

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

BOARD OF SAN JUAN COUNTY COMMISSIONERS

Bruce Adams, Chair

ATTEST:

Lyman Duncan, Clerk/Auditor

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COMMISSION STAFF REPORT

MEETING DATE: November 7, 2023

ITEM TITLE, PRESENTER: Historic Roadways Protection Act, Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Approve Resolution of Support

SUMMARY

Senator Lee has introduced legislation (Historic Roadways Protection Act) to protect public access to roads on BLM-administered lands in Utah. The bill would prevent BLM from closing any R.S. 2477 roads until all legal actions have been resolved. Currently there are over 12,500 such ROW claims in Utah to be processed in federal courts.

Many of these claims are in San Juan County. BLM has been revising travel management plans as required by a 2017 settlement agreement resulting from litigation over travel plans implemented with BLM's 2008 Resource Management Plans (RMP). Two of these RMPs include lands in San Juan County. BLM's revised travel plans have and likely will close some San Juan County roads, roads over which BLM may have no jurisdiction or authority to close.

This resolution supports Senator Lee's legislation which would protect R.S. 2477 roads in San Juan County from being closed prior to resolution of court adjudication actions.

HISTORY/PAST ACTION

San Juan County and the State of Utah have previously filed R.S. 2477 claims for qualifying roads in the county. BLM has completed two revised travel management plans including roads in San Juan County and will be completing other travel plans in the future such as a plan for the Bears Ears Monument.

FISCAL IMPACT

None or unknown.

Historic Roadways Protection Act

Utah is home to some of the most strikingly beautiful landscapes in the United States. Much of the land is owned and managed by the Bureau of Land Management (BLM) under the authorization of the Federal Lands Policy Management Act (FLPMA). The BLM is required by FLPMA to develop, maintain, and revise resource management plans (RMPs) and the associated travel management plans (TMPs) periodically to ensure ongoing effective land management strategy.

In 2008, the BLM updated Utah's RMPs, laying out the federal management strategy across the state for mineral development, recreation access, conservation, and resource use. Several groups challenged the 2008 RMPs over the BLM's off-road vehicle use and other land-use practices. A settlement reached in 2017 required the BLM to revise thirteen travel management plans throughout Utah. In September 2023, the BLM released a new TMP for the Labyrinth Canyon and Gemini Bridges area near Moab that closes 317 miles of roads.

Revised Statute 2477 (R.S. 2477, Section 8 of the Mining Act of 1866) authorized the construction of roads across federal public lands to encourage Western settlement. Although this law was repealed in 1976, Section 701 of FLPMA preserved all R.S. 2477 rights-of-way (ROWs) for public use. 114 miles of the 317 miles of roads closed by the Labyrinth Canyon TMP are R.S. 2477 roads.

Twenty-two counties in Utah filed lawsuits claiming title to R.S. 2477 ROWs to ensure these roads stay open for public use and cannot be closed by new TMPs. However, there are over 12,500 ROW claims to process. The Federal District Court for Utah ordered the adjudication of 15 roads in Kane County in 2020 to set the precedent for the remaining cases, and the State is awaiting final decisions. Until the right-of-way status of thousands of miles of R.S. 2477 roads can be determined, the BLM should not be able to implement or revise travel management plans that close R.S. 2477 roads it may have no jurisdiction over.

Senator Lee introduced the Historic Roads Preservation Act to ensure that Utahns have access to the roads that helped settle the West and their home state. This bill prevents the BLM from closing any R.S. 2477 roads until all legal actions have been resolved. The BLM cannot be allowed to close historically significant roads while the jurisdiction of the roads is in question.

Bill Specifics

- Prohibits the use of federal funds to finalize and implement the specified travel management plans in the State of Utah until all R.S. 2477 cases have been fully adjudicated
- Prevents the implementation of the already published revised travel management plans required by the 2017 settlement agreement until the R.S. 2477 cases can be adjudicated

For more information concerning this bill or to be added as a cosponsor, please contact Sam Crofts (Sam_Crofts@lee.senate.gov) in Senator Lee's office.

**SAN JUAN COUNTY, UTAH
RESOLUTION NO. 2023 - 15**

A RESOLUTION SUPPORTING SENATOR LEE’S SENATE BILL “HISTORIC ROADWAYS PROTECTION ACT” PROHIBITING THE USE OF FEDERAL FUNDS TO FINALIZE AND IMPLEMENT THE SPECIFIED TRAVEL MANAGEMENT PLANS IN THE STATE OF UTAH UNTIL ALL R.S. 2477 CASES HAVE BEEN FULLY ADJUDICATED AND PREVENTING THE IMPLEMENTATION OF THE ALREADY PUBLISHED REVISED TRAVEL MANAGEMENT PLANS REQUIRED BY THE 2017 SETTLEMENT AGREEMENT UNTIL THE R.S. 2477 CASES CAN BE ADJUDICATED.

WHEREAS, roads in San Juan County are the life blood network allowing the County to function properly and provide the many services and needs of its residents and visitors; and

WHEREAS, this road network is a critical part of the County economy and the culture, heritage and lifestyle of its citizens; and

WHEREAS, the Bureau of Land Management (BLM) is required by the Federal Lands Policy Management Act (FLPMA) to develop, maintain and revise resource management plans and associated travel management plans for BLM-administered lands; and

WHEREAS, BLM-administered lands make up more than 40% of San Juan County; and

WHEREAS, BLM has developed these land management and travel plans and has recently been revising some of these travel plans including plans for areas in San Juan County; and

WHEREAS, some of these plans have and likely will close some roads; and

WHEREAS, closure of any of these roads in BLM travel plans would have a serious impact on the County economy, culture, heritage and lifestyle; and

WHEREAS, closure of roads would prevent the exercise of access rights of State and County residents and County visitors to lands, resources and cultural and heritage values; and

WHEREAS, closure would prevent due maintenance of these roads and allow them to revert to natural conditions and aspect which may negatively influence the outcome of future road adjudication actions; and

WHEREAS, most of these roads qualify as R.S. 2477 roads and have been so claimed by the State of Utah and San Juan County; and

WHEREAS, BLM implementation of travel plans may result in closure of R.S. 2477 roads that agency may have no jurisdiction over.

NOW, THEREFORE, BE IT RESOLVED:

San Juan County thanks Senator Lee for his leadership and support of State and County actions in asserting R.S. 2477 road rights.

San Juan County fully supports Senator Lee’s ‘Historic Roadways Protection Act’ and urges the members of Congress to support and pass this legislation.

PASSED, ADOPTED AND APPROVED by the Board of San Juan County Commissioners this _____ day of _____ 2023.

- Those voting aye:
- Those voting nay:
- Those abstaining:
- Absent:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

Bruce Adams, Chairman

ATTEST:

Lyman Duncan, County Clerk/Auditor



COMMISSION STAFF REPORT

MEETING DATE: November 7, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the Standard Service Provider Contract Between San Juan County and Hansen Planning Group for the San Juan County Economic Mobility and Opportunity Project. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a motion approving the Agreement

SUMMARY

San Juan County issued a Request for Proposal on October 3, 2023, seeking a consultant or firm to provide contracted services to assist San Juan County in the creation of an Economic Mobility Report and materials in support of the grant funding requirements. During the process, San Juan County received one proposal that was a proposal to create a business plan. A business plan proposal and items that were not in compliance with the RFP requirements disqualified the proposal as a responsive proposal. Staff then reached out to another firm after receiving no responsive proposals to our solicitation and were recommended to Hansen Planning Group who is willing to provide the services established in the Scope of Work of the RFP.

HISTORY/PAST ACTION

Back in April of 2023, the Commission accepted the Economic Mobility and Opportunity Cohort Grant Award of \$35,000 from the Bill & Melinda Gates Foundation directed by the International City/County Management Association. The proposed Our overall goal is to improve the diversification in government sector jobs here in San Juan County. This project will establish a clear path for Native Americans to become educated on opportunities that exist for employment in government sector jobs at an early age in anticipation that those students will make it a goal of being employed by the government sector careers which in the end will also increase the ethnic diversity in key leadership roles and careers here in San Juan Count. Through stakeholder events at the local community schools, we will work to discover hidden barriers to entry for government sector jobs for Native Americans in San Juan County.

The efforts of this study and implementation plan will take multiple years to reach the final goal but if we begin these implementation efforts at a high school and collegiate level then those graduates have an idea of how they can help their communities by joining these local workplaces and government positions that typically pay higher wages that the main tourism industry.

FISCAL IMPACT

\$150 per hour not to exceed \$50,000.

STANDARD SERVICE PROVIDER CONTRACT

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

Service Provider:	Hansen Planning Group	Contact Phone Number:	(801) 550-5057
Contact Person:	Mike Hansen, Principal	Contact Email Address:	mike@hansenplanninggroup.com
Address:	124 B Street Springville, Utah 84663	Type of Service:	San Juan Economic Mobility and Opportunity Project

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

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

San Juan County issued a Request for Proposal on October 3, 2023, seeking a consultant or firm to provide contracted services to assist San Juan County in the creation of an Economic Mobility Report and materials in support of the grant funding requirements; and

Whereas San Juan County received no responsive Proposals to the Request for Proposal; and

Whereas San Juan County Administrator reached out to other Vendors as a Sole Source Vendor for this Project; and

The parties, therefore, agree as follows:

- 1. Scope of Services.** The Service Provider agrees as follows:
 - A. Service Provider shall provide complete services required for conducting the San Juan County Economic and Mobility Opportunity Project.
 - B. Creation of documentation of San Juan County’s Economic Mobility and Opportunity study to recommend programs and opportunities to improve the diversification in government sector jobs here in San Juan County.
 - C. Assist and advise establishing a clear path for Native Americans to become educated on opportunities that exist for employment in local government sector jobs at an early age in anticipation that those students will make it a goal of being employed by the government sector careers increasing ethnic diversity in key leadership roles in San Juan County.
 - D. Potential engagements and stake holder events include local community schools, County, School District, Universities, the Navajo Nation, the Ute Tribe, Local Chapters, City and Federal government leaders to discover hidden barriers to entry for government sector jobs for Native Americans.
 - E. Create a strategy and way-forward after learning of potential barriers to entry.
 - F. Provide statistical research and analysis of Native American educational opportunities that match government sector employment or employment opportunities.
 - G. Creation of educational objectives which can be pursued through academia in which potential students and Junior High, High Schools and Universities can use to encourage youth regarding career pursuits in partnership with Government Entities.
 - H. Track and summarize engagements with local leaders including outcomes of strategic meetings.
 - I. Create educational brochures demonstrating possibilities and potential careers in the Government sector jobs that can be provided to primary and secondary schools to market opportunities for students.

- 2. Compensation.**
 - A. Upon the Service Provider’s work efforts and completion of its duties under Section 1 of this contract, San Juan County will pay the Service Provider at an hourly rate of One Hundred and Fifty Dollars (\$150.00) an Hour for direct services performed but not to exceed Fifty Thousand Dollars and No/100’s (\$50,000).
 - B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract unless the parties agree, in writing, to alternative payment arrangements.
 - C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to the Service Provider.

- D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees that arise from payments made by San Juan County to the Service Provider.
- F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities, or otherwise at the request of the Service Provider and in connection with or relating to this contract.
- G. All other services that are discovered during key leader engagements that may require additional scope of work to be added and included under this contract.

3. Effectiveness, Date, and Termination. This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on November 30, 2024 at 11:59 p.m.

4. Early Termination.

- A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 8.
- B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.
- C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County's notice is effective under section 8.
- D. San Juan County may terminate this contract, which termination will be effective at the time San Juan County's notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
 - (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Of reasonable quality; and
 - (c) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs to arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated apply to this contract.

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

- A. A valid occurrence from commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence - \$1,000,000.00;

- (2) Damage to Rented Premises - \$300,000.00;
- (3) Medical Exp. (Any one person) - \$5,000.00;
- (4) Personal and Adv. Injury - \$2,000,000.00;
- (5) General aggregate - \$2,000,000.00; and
- (6) Products – Comp/Op aggregate - \$2,000,000.00;

- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers' Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Worker's Compensation and Employers' Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state-issued waiver.

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

- 7. **Indemnification.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against San Juan County, San Juan County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("San Juan County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.
- 8. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>	<u>Service Provider</u>
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	With a copy to: San Juan County Attn: Attorney's Office PO Box 9 Monticello, UT 84535
	Hansen Planning Group 124 B Street Springville, Utah 84663

- 9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County and, thus, have no right to and shall not be provided with any San Juan County benefits.
- 10. **Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. **Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
 - A. Any discretion granted under this contract;
 - B. Any right to satisfy a condition under this contract;
 - C. Any remedy under this contract; or
 - D. Any obligation imposed under this contract.

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

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

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

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

15. Severability. The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

16. Counterparts, Digital Signatures, and Electronically Transmitted Signatures. If the parties sign this contract in counterparts, each will be deemed an original, but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

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

<p>SAN JUAN COUNTY</p> <p>By: _____</p> <p style="padding-left: 40px;">San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman Duncan San Juan County Clerk/Auditor Date: _____</p>	<p>HANSEN PLANNING GROUP</p> <p>By: _____</p> <p>Its: _____</p>
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STAFF REPORT

MEETING DATE: March 9, 2023

ITEM TITLE, PRESENTER: Consideration and Recommendation, 2.5 Acres of the El Rancho Subdivision Properties Rezone Application to Residential Flex, Shik Han

RECOMMENDATION: Consideration and Recommendation

SUMMARY

This rezone application includes parcels 00056000003B, 00056000003C, 00056000003D, 00056000003E, 00056000003F, 00056000003G and 00056000003H as shown in the application. The property totals approx. 2.5 +/- acres and is currently in the Spanish Valley Residential District (SVR). The application is to rezone the property to the Spanish Valley Residential Flex (RF).

The Planning Commission makes a recommendation to the Board of County Commissioners for their approval of the rezone request.

HISTORY/PAST ACTION

SUMMARY

This rezone application includes parcels 00056000003B, 00056000003C, 00056000003D, 00056000003E, 00056000003F, 00056000003G and 00056000003H as shown in the application. The property totals approx. 2.5 +/- acres and is currently in the Spanish Valley Residential District (SVR). The application is to rezone the property to the Spanish Valley Residential Flex (RF).

REZONE APPLICATION

CONTACT INFORMATION

Property Owner: Shik Han

Contact: Shik Han

Address: 50 South Ranch Trail, Spanish Valley, UT 84532

Phone: 303-547-6919

Email address: shan@shikhan.com

PROJECT INFORMATION

Residential Flex Community: El Rancho

General location of property: South of Spanish Valley

Size of property: 2.5 acres (per the survey)

Current zoning: SVR

Proposed zoning: Residential Flex

NARRATIVE

- The Subject Property falls within the Spanish Valley Ordinances' definition for Central Development Areas:

These are the flattest, least sensitive, and easiest-to-develop sites in the Spanish Valley, which makes them suitable for a wide range of residential and park/open space uses. These are the preferred areas for locating higher residential density and mixed-use neighborhood centers, where a mix of residential, locally scaled commercial and civic services will be provided. 4 residential units/ERUs per acre.

- The San Juan County Spanish Valley Area Plan (April 17, 2018) recommends that, "...development should be implemented sequentially from north to south as part of a rational extension of municipal water and sewer services (Phases 1-6)." (p. 33) The Subject Property lies within Phase 1 of the SUMMARY OF LAND USE PHASING ASSUMPTIONS table which anticipates that Phase 1 properties will be developed first, within the next 0-10 years (written in 2018), and that these properties will draw from the existing 5,000 acre-feet of water supply. (p.36)

- This application to rezone approximately 2.5 acres ["Subject Property"] to the Spanish Valley Residential Flex is requested to accommodate a large-scale planned development, in accordance with the San Juan County Spanish Valley Development Ordinances of the San Juan County Zoning Ordinance, dated September 13, 2019.

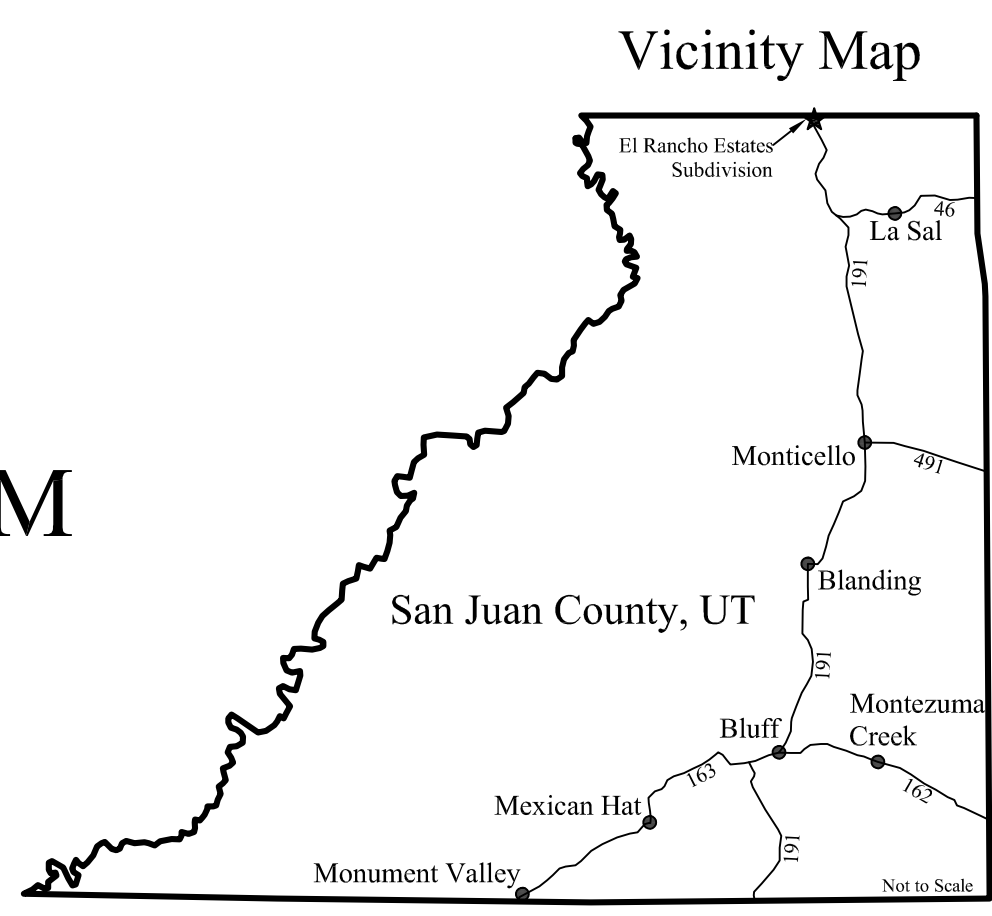
- The proposed permitted and uses for the El Rancho Sub-division (Subject Property) include a range of lots consisting of single family and duplex.
- The rezone would allow for NO additional density changes.
- The current preliminary layout includes a mix of single-family lots, duplex lots.
- The major utilities (gas, water, sewer, electric) are already in place or nearby.

APPLICANT STATEMENT

The applicants submit this request for a rezone with the intent of using the Residential Flex zone to the existing subdivision plan. We believe that the type of residential product mix will hold high appeal to the types of residents and visitors who want to be in this beautiful area. Our goal is to create a quality community that helps create values for home/property owners including the surrounding community. This rezone to residential flex allows for broader base set in a residential setting that continues to create options for residents. We are surrounded by commercial, nightly rental, long term renters living in RVs and tiny sheds. The entire El Rancho Subdivision is in-between commercial quarry, outdoor recreation company and nightly rentals and creates future risks in property owner property value if zoning is not changed to be better align approved surrounding usages.

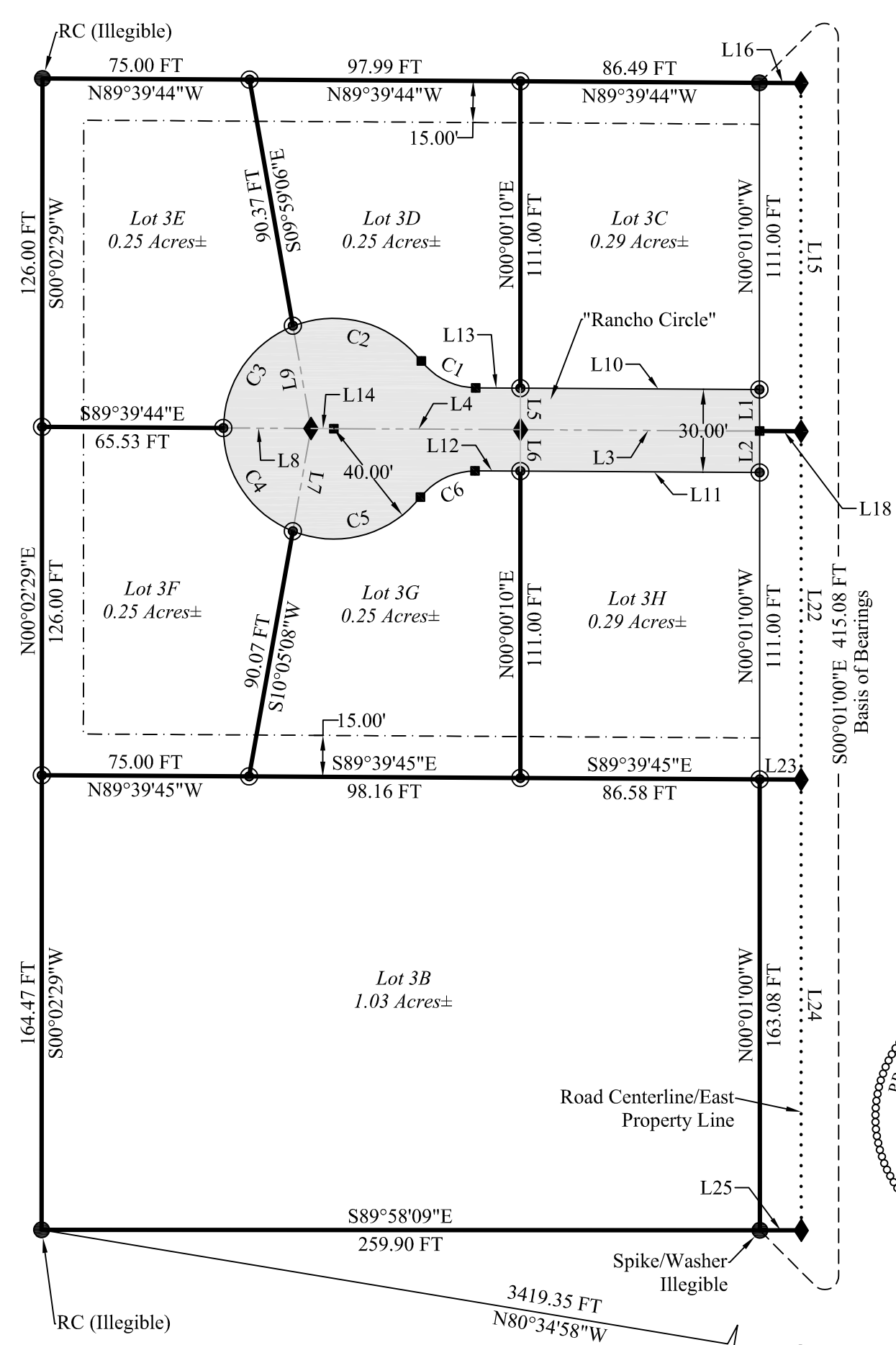


Final Plat El Rancho Estates Subdivision Amendment No. 4 Within Section 1, T27S, R22E, SLB&M



Line Table			Line Table		
Line #	Length (ft)	Direction	Line #	Length (ft)	Direction
L1	15.00	N0°01'00"W	L12	16.40	N89°39'44"W
L2	15.00	N0°01'00"W	L13	16.22	N89°39'44"W
L3	86.54	N89°39'44"W	L14	8.23	N89°39'44"W
L4	67.55	N89°39'44"W	L15	126.00	S0°01'00"E
L5	15.00	S0°00'10"W	L16	15.00	N89°39'44"W
L6	15.00	S0°00'10"W	L18	15.00	N89°39'44"W
L7	37.77	S10°05'08"W	L22	126.00	S0°01'00"E
L8	31.77	N89°39'44"W	L23	15.00	S89°39'45"E
L9	37.70	N9°59'06"W	L24	163.00	S0°01'00"E
L10	86.53	N89°39'44"W	L25	15.00	N89°58'09"W
L11	86.54	N89°39'44"W			

Curve Table					
Curve #	Length(ft)	Radius(ft)	Delta	Chord Direction	Chord Length(ft)
C1	22.70	25.00	52.02°	S63°39'08"E	21.93
C2	51.68	40.00	74.02°	N74°39'14"W	48.16
C3	47.47	40.00	68.00°	S34°20'09"W	44.73
C4	47.86	40.00	68.55°	S33°56'15"E	45.05
C5	51.29	40.00	73.47°	N75°03'09"E	47.85
C6	22.70	25.00	52.02°	S64°19'39"W	21.93



Narrative

The purpose of this survey was to amend Lot 3B of the El Rancho Estates Subdivision as shown hereon. New lots will be known as 3C, 3D, 3E, 3F, 3G, 3H, and 3I in order to not confuse them with other subdivision amendment lot identification.

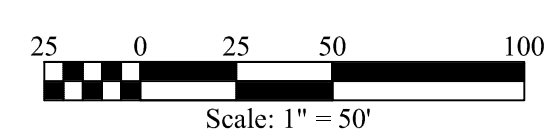
The basis of bearings for this survey is S00°01'00"E between the found rebar and cap monument labeled RC-1 on the north line of Lot 3C and the rebar and cap monument labeled RC-2 on the south line of Lot 3B as shown hereon. This is the same bearing for the same line per the original subdivision.

Notes

- The road easement area for Rancho Circle is included as part of Lots 3C, 3D, 3E, 3F, 3G, and 3H as indicated by the dashed lines within the roadway area.
- The east property lines for Lots 3C, 3H, and 3B coincide with the centerline of the utility and access easement as shown on the original El Rancho Estates Subdivision.
- The road labeled "Rancho Circle" along with the cul-de-sac is intended to be a shared access and utility easement for lot owners.
- Existing fences located per this survey are not shown hereon for clarity purposes. All perimeter fences were found to be along property lines.

- ### Legend
- Found section monument as labeled
 - Found rebar/cap (LS171004) or as labeled
 - Set rebar/cap monument (LS 4769309)
 - Found monument as labeled
 - Calculated lot corner location (not set)
 - Road centerline
 - Existing and amended utility easement
 - BC Brass cap
 - RC Rebar and cap monument
 - GLO General Land Office

Descriptions
Section 1, T27S, R22E, SLB&M
El Rancho Estates Subdivision
Amendment No. 4
 Lot 3C, Lot 3D, Lot 3E, Lot 3F, Lot 3G, Lot 3H



Surveyor's Certificate

I Brad D. Bunker, Professional Utah Land Surveyor, Number 4769309, hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described hereon in accordance with section 17-23-17. I hereby certify that all prepared descriptions and measurements are correct. Monuments will be set as noted hereon. I also certify that this record of survey has been prepared under my direction at the request of Shik Han.



Brad D. Bunker Utah P.L.S. #4769309
 Date 6/3/2020

San Juan County Surveyor
 I have reviewed this plat and find it to meet the minimum statutory requirements of Utah Code, Title 17, Chapter 23 Utah Code, Title 17, Chapter 27a-6

SJC Surveyor _____ Date _____

Final Plat
El Rancho Estates Subdivision
Amendment No. 4
 Within Section 1, Township 27 South, Range 22 East, SLB&M

County Recorder
 State of Utah, County of San Juan, Recorded at the request of _____
 Filed: Date: _____ Time: _____
 Book: _____ Page: _____ Fee: _____

Form Approval
 Approved this _____ Day of _____, 20____
 _____ Attorney

Health Department
 Approved this _____ Day of _____, 20____
 _____ Health Official

Owners Dedication
 Know all men by these presents that we, the undersigned owners of the above described lots of land, having caused the same to be divided and amended hereafter to be known as the El Rancho Estates Subdivision Amendment No. 4.
 In witness whereof I have hereunto set my hand this _____ Day of _____, 20____
 By: _____ Hyon Shik Han Owner

Notary Public
 State of Utah, County of San Juan, Residing in _____ County
 My commission expires _____, 20____

San Juan County Commission
 The amendment hereon was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved.
 _____ Commissioner

Bunker Engineering
 965 South Creek Road, Monticello, UT 84535
 P.O. Box 432, Monticello, UT 84535 (435) 459-9152
 Date: 6/3/2020 Drawn By: B.D. Bunker Scale: 1" = 50'
 Drawing Name: Survey Reference Number: BF992 Sheet: 1 of 1

San Juan County Planning Commission
 Approved by the San Juan County Planning Commission this _____ Day of _____, 20____
 _____ Chairman



STAFF REPORT

MEETING DATE: March 9, 2023

ITEM TITLE, PRESENTER: Consideration and Recommendation, 45.5 Acres of the Valley Estates Property Rezone Application to Residential Flex, Shik Han, ESP Spanish Valley, LLC

RECOMMENDATION: Consideration and Recommendation

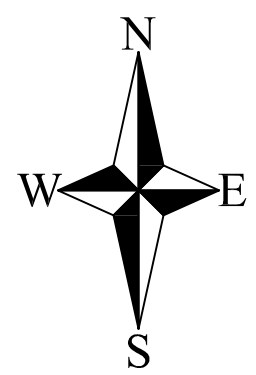
SUMMARY

This rezone application includes parcels 27S22E010002 and 27S22E011800 as shown in the application. The property totals approx. 45.5 +/- acres and is currently in the Spanish Valley Residential District (SVR). The application is to rezone the property to the Spanish Valley Residential Flex (RF). The Planning Commission makes a recommendation to the Board of County Commissioners for their approval of the rezone request.

The Planning Commission makes a recommendation to the Board of County Commissioners for this application request.

HISTORY/PAST ACTION

Preliminary Plat
Valley Estates Subdivision
 Phase I



NE 1/4 Section 1, Township 27 South, Range 22 East, SLB&M and
 NW 1/4 Section 6, Township 27 South, Range 23 East, SLB&M

Area within Subdivision: 48.81 Acres±
 Area within Phase I: 8.11 Acres±

Narrative

The purpose of this survey was to identify the bounds of the tracts of land as shown hereon and prepare a subdivision plat.
 The basis of bearings for this survey is N00°04'00"E between the E 1/4 corner and the northeast corner of Section 1, Township 27 South, Range 22 East, SLB&M. This is in accordance with the basis of bearings of a previous survey which is filed in the San Juan County Surveyor's Office as "Record of Survey No. 948"

Subdivision Boundary Descriptions

"As Surveyed"
 A tract of land within the NE 1/4 of Section 1, Township 27 South, Range 22 East and the NW 1/4 of Section 6, Township 27 South, Range 23 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:
 Beginning at a point located 500°04'00"W 867.58 feet along the section line and S89°57'50"W 236.20 feet from the northeast corner of said Section 1; thence S00°01'55"E 460.98 feet, thence S89°56'29"E 235.40 feet, thence S89°56'29"E 390.57 feet, thence S00°00'15"W 552.75 feet, thence S00°00'46"W 767.62 feet, thence N89°53'41"W 391.90 feet to the W 1/4 corner of said Section 6, thence S00°04'00"W 97.04 feet to the E 1/4 corner of said Section 1, thence S89°59'32"W 266.08 feet, thence N00°00'28"W 295.20 feet, thence West 50.97 feet, thence North 163.46 feet, thence West 250.29 feet thence N00°04'01"E 10.23 feet, thence N89°55'59"W 92.78 feet to the 1/4 line, thence N00°03'46"E 353.74 feet, thence N0°04'21"E 497.00 feet, thence S89°58'36"W 660.47 feet, thence N00°03'16"E 558.19 feet, thence N89°57'50"E 1085.08 feet to the point of beginning, containing 42.33 acres more or less.

Phase I Boundary

"As Surveyed"
 A tract of land within the NE 1/4 of Section 1, Township 27 South, Range 22 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:
 Beginning at a point located 500°04'00"W 867.58 feet along the section line and S89°57'50"W 700.19 feet along the north line of the ECP Spanish Valley Development, LLC Tract as recorded in Book 1091 Page 23; thence S00°01'48"E 101.18 feet, thence S89°58'12"W 8.60 feet, thence S00°01'48"E 298.15 feet, thence N89°58'12"E 64.25 feet, thence S00°01'48"E 158.99 feet, thence S89°55'12"W 17.10 feet, thence S89°58'36"W 660.47 feet, thence N00°03'16"E 558.19 feet, thence N89°57'50"E 621.09 feet to the point of beginning, containing 8.11 acres more or less.

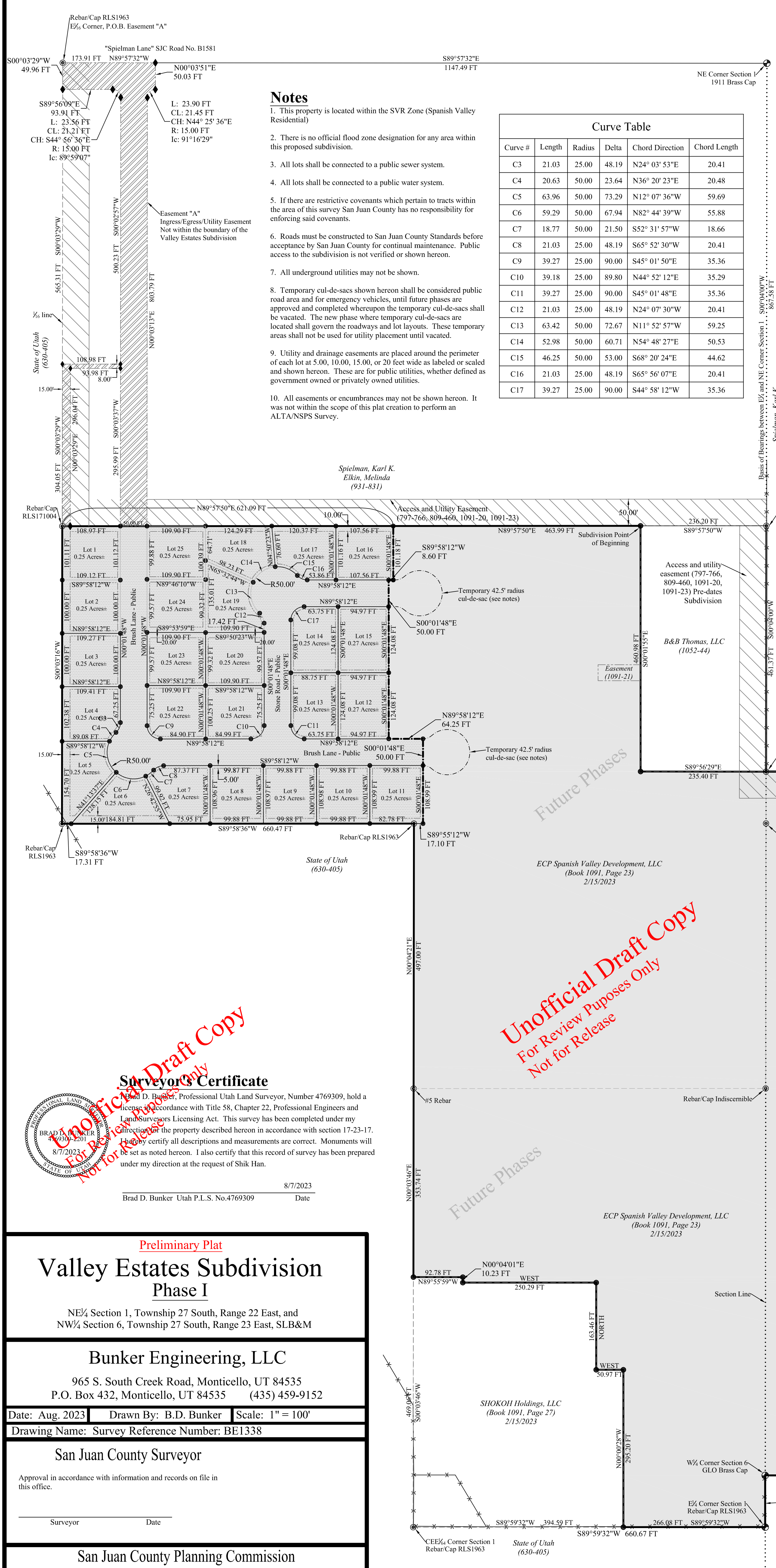
Easement "A" Description

An easement within the NE 1/4 of Section 1, Township 27 South, Range 22 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:
 Beginning at the E 1/4 corner on the north line of said Section 1, said point is also the northwest corner of the Spielman/Elkin Tract as recorded in book 931 page 831 and is located N89°57'32"W 1321.40 feet from the northeast corner of said Section 1; thence S00°03'29"W 49.96 feet along the 1/4 line, thence S89°56'09"E 93.91 feet to the beginning of a 15.00 foot radius curve to the right whose chord is 21.21 feet and bears S44°56'36"E, thence along said curve 23.56 feet, thence S00°02'57"W 500.23 feet, thence West 108.98 feet to the 1/4 line, thence S00°03'29"W 304.05 feet to the northwest corner of the Valley Estates Subdivision, thence N89°57'50"E 15.00 feet along the north line of said Subdivision, thence N00°03'29"E 296.04 feet, thence East 93.98 feet, thence S00°02'57"W 295.99 feet to the north line of said Valley Estates Subdivision, thence N89°57'50"E 50.00 feet along the north line of said Valley Estates Subdivision, thence N00°02'58"E 803.79 feet to the beginning of a 15.00 foot radius curve to the right whose chord is 21.45 feet and bears N44°25'36"E, thence along said curve 23.90 feet, thence N00°03'51"E 50.03 feet to the section line, thence N89°57'32"W 173.91 feet to the point of beginning.

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C3	21.03	25.00	48.19	N24° 03' 53"E	20.41
C4	20.63	50.00	23.64	N36° 20' 23"E	20.48
C5	63.96	50.00	73.29	N12° 07' 36"W	59.69
C6	59.29	50.00	67.94	N82° 44' 39"W	55.88
C7	18.77	50.00	21.50	S52° 31' 57"W	18.66
C8	21.03	25.00	48.19	S65° 52' 30"W	20.41
C9	39.27	25.00	90.00	S45° 01' 50"E	35.36
C10	39.18	25.00	89.80	N44° 52' 12"E	35.29
C11	39.27	25.00	90.00	S45° 01' 48"E	35.36
C12	21.03	25.00	48.19	N24° 07' 30"W	20.41
C13	63.42	50.00	72.67	N11° 52' 57"W	59.25
C14	52.98	50.00	60.71	N54° 48' 27"E	50.53
C15	46.25	50.00	53.00	S68° 20' 24"E	44.62
C16	21.03	25.00	48.19	S65° 56' 07"E	20.41
C17	39.27	25.00	90.00	S44° 58' 12"W	35.36

Notes

- This property is located within the SVR Zone (Spanish Valley Residential)
- There is no official flood zone designation for any area within this proposed subdivision.
- All lots shall be connected to a public sewer system.
- All lots shall be connected to a public water system.
- If there are restrictive covenants which pertain to tracts within the area of this survey San Juan County has no responsibility for enforcing said covenants.
- Roads must be constructed to San Juan County Standards before acceptance by San Juan County for continual maintenance. Public access to the subdivision is not verified or shown hereon.
- All underground utilities may not be shown.
- Temporary cul-de-sacs shown hereon shall be considered public road area and for emergency vehicles, until future phases are approved and completed whereupon the temporary cul-de-sacs shall be vacated. The new phase where temporary cul-de-sacs are located shall govern the roadways and lot layouts. These temporary areas shall not be used for utility placement until vacated.
- Utility and drainage easements are placed around the perimeter of each lot at 5.00, 10.00, 15.00, or 20 feet wide as labeled or scaled and shown hereon. These are for public utilities, whether defined as government owned or privately owned utilities.
- All easements or encumbrances may not be shown hereon. It was not within the scope of this plat creation to perform an ALTA/NSPS Survey.



Unofficial Draft Copy
 For Review Purposes Only
 Not for Release

Surveyor's Certificate
 I, Brad D. Bunker, Professional Utah Land Surveyor, Number 4769309, hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction of the property described hereon in accordance with section 17-23-17. I hereby certify all descriptions and measurements are correct. Monuments will be set as noted hereon. I also certify that this record of survey has been prepared under my direction at the request of Shik Han.
 Brad D. Bunker Utah P.L.S. No. 4769309 Date 8/7/2023

Preliminary Plat
Valley Estates Subdivision
 Phase I
 NE 1/4 Section 1, Township 27 South, Range 22 East, and
 NW 1/4 Section 6, Township 27 South, Range 23 East, SLB&M

Bunker Engineering, LLC
 965 S. South Creek Road, Monticello, UT 84535
 P.O. Box 432, Monticello, UT 84535 (435) 459-9152

Date: Aug. 2023 Drawn By: B.D. Bunker Scale: 1" = 100'
 Drawing Name: Survey Reference Number: BE1338

San Juan County Surveyor
 Approval in accordance with information and records on file in this office.
 Surveyor _____ Date _____

San Juan County Planning Commission
 Approved by the San Juan County Planning Commission this _____ Day of _____, 20____
 Commissioner _____

<p>Health Department Approved this _____ Day of _____, 20____ Health Official _____</p>	<p>Approval as to Form Approved this _____ Day of _____, 20____ Attorney _____</p>	<p>San Juan County Commission The subdivision hereon was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. Commissioner _____ Attest _____</p>	<p>San Juan County Road Department Approved this _____ Day of _____, 20____ Road Department _____</p>	<p>Owners Dedication Know all men by these presents that we, the undersigned owners of the above described tracts of land, having caused the same to be subdivided into lots and streets hereafter to be known as the Valley Estates Subdivision, Phase I and do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use. In witness whereof I have hereunto set my hand as dated at the signature below. Elan Spanish Valley, LLC, a Utah limited liability company By: Its Manager, Elan Capital Partners, LLC, a Utah limited liability company By: _____ Kevin C. Bradburn, Manager Date: _____</p>
<p>County Recorder State of Utah, County of San Juan, Recorded at the request of _____ Filed: Date: _____ Time: _____ Book: _____ Page: _____ Fee: _____ _____ County Recorder</p>		<p>Acknowledgement State of Utah, County of San Juan, on the _____ Day of _____, 20____ personally appeared before me _____ and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she/they) executed the same freely and voluntarily for the purposes stated herein. My commission expires _____ 20____ Residing in _____ County _____ Notary Public</p>		

Legend

- Found government monument as labeled
- Set 5/8" rebar and plastic cap (LS 4769309)
- Found monument as labeled
- ◆ Calculated corner/point (not set)
- Fence
- Public and/or private utility and drainage easement
- Section Line
- Protracted Tracts
- Phase I
- Easement "A"
- Access and Utility Easement (797-766, 809-460, 1091-20, 1091-23)
- Valley Estates Subdivision

Scale: 1" = 100'

SUMMARY

This rezone application includes parcels 27S22E010002 and 27S22E011800 as shown in the application. The property totals approx. 45.5 +/- acres and is currently in the Spanish Valley Residential District (SVR). The application is to rezone the property to the Spanish Valley Residential Flex (RF).

REZONE APPLICATION

CONTACT INFORMATION

Property Owner: ESP Spanish Valley, LLC

Contact: Shik Han

Address: 50 South Ranch Trail, Spanish Valley, UT 84532

Phone: 303-547-6919

Email address: shan@shikhan.com

PROJECT INFORMATION

Residential Flex Community name: Valley Estates

General location of property: North end of Spanish Valley

Size of property: 45.5 acres (per the survey)

Current zoning: SVR

Proposed zoning: Residential Flex

PROPERTY DESCRIPTION

Parcel 1

27S22E010002 approx. 25 acres +/-

Parcel 2

27S22E011800 approx. 20 acres +/-

NARRATIVE

- The Subject Property falls within the Spanish Valley Ordinances' definition for Central Development Areas:

These are the flattest, least sensitive, and easiest-to-develop sites in the Spanish Valley, which makes them suitable for a wide range of residential and park/open space uses. These are the preferred areas for locating higher residential density and mixed-use neighborhood centers, where a mix of residential, locally scaled commercial and civic services will be provided. 4-5 residential units/ERUs per acre.

- The San Juan County Spanish Valley Area Plan (April 17, 2018) recommends that, "...development should be implemented sequentially from north to south as part of a rational extension of municipal water and sewer services (Phases 1-6)." (p. 33) The Subject Property lies within Phase 1 of the SUMMARY OF LAND USE PHASING ASSUMPTIONS table which anticipates that Phase 1 properties will be developed first, within the next 0-10 years (written in 2018), and that these properties will draw from the existing 5,000 acre-feet of water supply. (p.36)
- This application to rezone approximately 45.5 acres ["Subject Property"] to the Spanish Valley Residential Flex is requested to accommodate a large-scale planned development, in accordance with the San Juan County Spanish Valley Development Ordinances of the San Juan County Zoning Ordinance, dated September 13, 2019.
- The proposed permitted and uses for the Valley Estates (Subject Property) include a range of lots consisting of single family, duplex, live/work/play townhomes.
- The rezone would allow for no additional density changes.
- The current preliminary layout includes a mix of single-family lots, duplex lots (up to 180 units/lots). It will have direct walkways and byways that connect to SITLAs plan for parks and access.
- The major utilities (gas, water, sewer, electric) are at, or near, the property boundary.

APPLICANT STATEMENT

The applicants submit this request for a rezone with the intent of using the Residential Flex zone to master plan community. We believe that the type of residential product mix will hold high appeal to the types of residents and visitors who want to be in this beautiful area. Our goal is to create a quality community that helps create values for home/property owners including the surrounding community. This rezone to residential flex allows for broader buy base set in a residential setting that continues to create options for residents. We live on an island and have more options for our citizens, create more value. This rezone will open door for highly skilled and educated workers that can work remotely with the ability to raise their families in stable community setting.

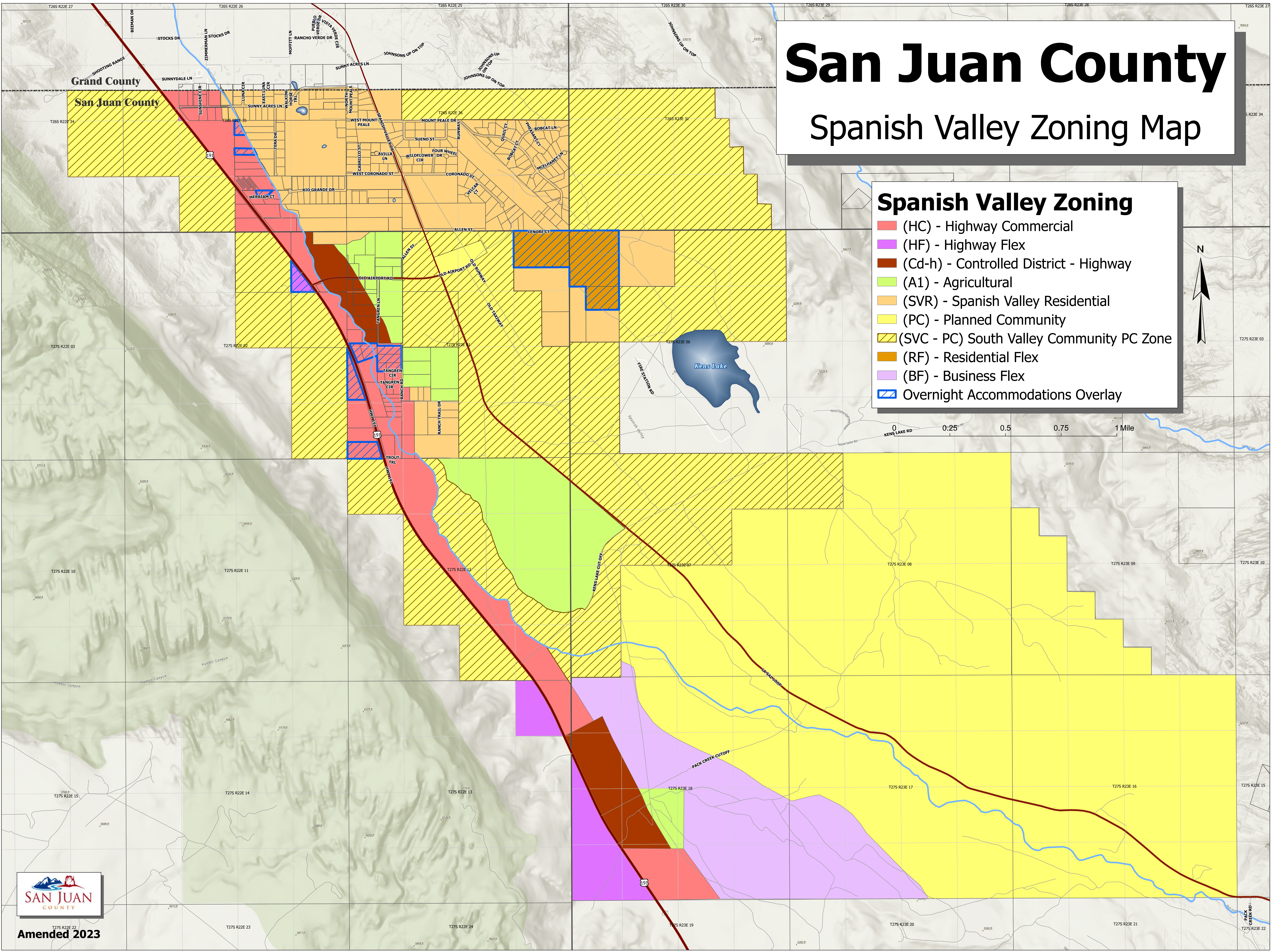
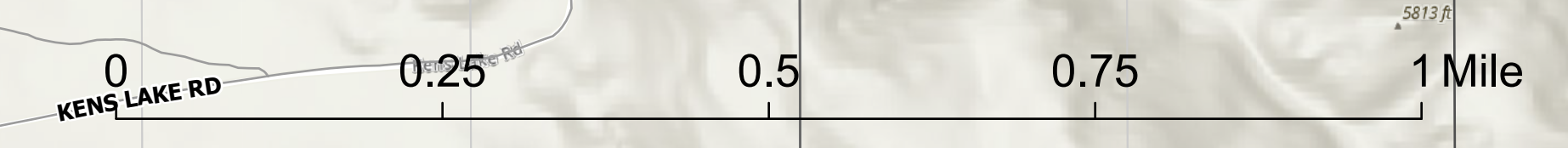
We will continue to work with SITLA and other landowners to ensure that our designs are balanced with their future growth.

San Juan County

Spanish Valley Zoning Map

Spanish Valley Zoning

- (HC) - Highway Commercial
- (HF) - Highway Flex
- (Cd-h) - Controlled District - Highway
- (A1) - Agricultural
- (SVR) - Spanish Valley Residential
- (PC) - Planned Community
- (SVC - PC) South Valley Community PC Zone
- (RF) - Residential Flex
- (BF) - Business Flex
- Overnight Accommodations Overlay



Amended 2023