



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
October 03, 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 DECLARATION

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. Ratification of a Utah Department of Alcoholic Beverage Control Local Consent Form - Granary Bar & Grill - Discovery Center Event for Solar Eclipse
2. Approval of the Check Registers for September 16 - 28 of 2023
3. Approval of the Appointment of Shea Walker to the San Juan County Planning Commission. Mack McDonald, Chief Administrative Officer
4. Ratification of the Southeastern Utah Economic Development District's Recompete Strategy Development and Recompete Plan Application Support Letter

BUSINESS/ACTION

5. Consideration and Approval of the Grant Agreement with the State of Utah Office for Victims of Crime Services for the Utah Victim Services Program (UVSP) in the Amount of \$38,136.37 for the Period of July 2023-June 2024. Brittney Ivins, San Juan County Attorney.
6. Consideration and Approval of the 2024 Utah Office of Tourism Grant Contract. Elaine Gizler, Economic Development and Visitor Services Director.
7. Consideration and Approval of the Landfill Employee Recycling Incentive Program, Jed Tate, Landfill Manager
8. Consideration and Approval of the Preliminary Design Investigation Process for \$8,300 for the Perkins Crossing Project, TJ Adair, Road Superintendent
9. Consideration and Approval of the Acquisition of a Smith Sand and Salt Spreader from Blanding City. TJ Adair, Road Superintendent
10. Consideration and Approval of the Library Services and Technology Act Hotspot Grant 2023-2024, Nicole Perkins, Library Director
11. Consideration and Approval of the Navajo Language Consulting Contract - Peggy Scott - Certified Translator. Lyman Duncan, San Juan County Clerk/Auditor
12. Consideration and Approval of the Independent Contractor Agreement with Bernice Lefthand for the 2023 Municipal Elections. Lyman Duncan, San Juan County Clerk/Auditor
13. Consideration and Approval of the Independent Contractor Agreement for Liaison Services by Bernice Lefthand for the 2023 Municipal Elections. Lyman Duncan, San Juan County Clerk/Auditor
14. Consideration and Approval of an Application for Overnight Accommodations Overlay District for 33 East Merriam Court. Mack McDonald, Chief Administrative Officer
15. CONSIDERATION AND APPROVAL OF A RESOLUTION URGING THE ADMINISTRATION AND CONGRESS TO HALT THE ONGOING INJURY TO THE U.S. SHEEP INDUSTRY CAUSED BY EXCESSIVE IMPORTS AND URGE THE ESTABLISHMENT OF TARIFFS AND A TARIFF RATE QUOTA SYSTEM, OR SOME OTHER FORM OF QUANTITY CONTROLS THAT WILL ENSURE THE VIABILITY AND COMPETITIVENESS OF THE DOMESTIC SHEEP INDUSTRY

BOARD OF EQUALIZATION

16. Board of Equalization Hearing FO- 8/28-29/2023 Judge Randy Kelly-Wilson Arch Resort

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**

SINGLE EVENT PERMIT Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises. Authority: Utah Code 32B-9-201

San Juan County Local business license authority. City Town County

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization Granary Bar & Grill

Event Name Canyon Country Discovery Center Eclipse Viewing

Event location address 1117 N Main St Monticello, UT 84535
Street city state zip

On the 13th day(s) of October, 2023
dates month year

during the hours of 5-7 PM, pursuant to the provision of Utah Code 32B-9 for
define hours from and to

the sale of (Check all that apply) Beer Heavy Beer Wine Flavored Malt Beverages Liquor

We are recommending this entity as conducting a civic or community enterprise* Yes No
 NOT providing a recommendation

***As Part of local consent required by 32B-9-201 (1) (c), the locality may provide a recommendation as to whether the entity is conducting a civic or community enterprise. A civic or community enterprise means a function that is in the nature of a temporary special event such as a social, business, religious, political, governmental, educational recreational, cultural, charitable, athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community enterprise" generally is a gathering that brings members of a community together for the common good. Single event permits may not be issued to or obtained by an entity or organization for the purpose of avoiding or attempting to avoid the requirement of state retail alcohol licensing**

Mack McDonald
Authorized Signature

Mack McDonald / CEO
Name/Title

9/28/2023
Date

**San Juan County
Check Register
All Bank Accounts - 09/16/2023 to 09/28/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Acumen Fiscal Agent LLC	126377	AUG23FEES	09/28/2023	09/28/2023	285.00	SJC Aging	104685615 - Contracts	
					\$285.00			
Allstate Insurance	126412	20230914094456	09/27/2023	09/28/2023	3,195.61	Employee benefits	102237000 - Allstate	
					\$3,195.61			
Alvarado, Monica	126352	MA09122023	09/28/2023	09/28/2023	7.50	Purchase Reimbursement	214414241 - Postage	
					\$7.50			
Ancient Wayves River and Hiking Ad	126368	1225	09/19/2023	09/28/2023	101.03	SJC EC DEV	104193480 - Special Department Suppl	
					\$101.03			
Arrow Consulting	126375	5292023	09/20/2023	09/28/2023	240.00	SJC Attorney	104126615 - Contracts	
					\$240.00			
AT&T Mobility	126363	287332375428X0	09/27/2023	09/28/2023	88.81	EOC/Command Post	104255270 - Utilities	
					\$88.81			
Black, Kristin	126371	20230915151910	09/27/2023	09/28/2023	125.00	SJC Aging	104673610 - Miscellaneous Supplies	
					\$125.00			
Blanding City	126402	20230908165249	09/27/2023	09/28/2023	629.18	501683003 Blanding Senior Center	104672270 - Utilities	
Blanding City	126402	20230914153634	09/27/2023	09/28/2023	88.77	551750001 - 1091 S MAIN ST	214414270 - Utilities	
Blanding City	126402	20230914153634	09/28/2023	09/28/2023	681.98	551750001 - 1091 S MAIN ST	214414270 - Utilities	
					\$1,399.93			
					\$1,399.93			
Blanding Storage	126361	BS090723	09/28/2023	09/28/2023	80.00	San Juan Public Health	255310.260 - PHEP Preparedness Bul	
					\$80.00			
Blue Knight Security LLC	126414	4960	09/19/2023	09/28/2023	4,025.00	SJC Sheriff	104230620 - Miscellaneous Services	
					\$4,025.00			
Blue Mountain Foods	126403	01-61058	09/19/2023	09/28/2023	7.99	SJC Jail	104230312 - Medical Expenses	
Blue Mountain Foods	126403	02-2323	09/19/2023	09/28/2023	119.42	SJC Jail	104230480 - Kitchen Food	
Blue Mountain Foods	126403	119777	09/20/2023	09/28/2023	20.66	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	126403	119790	09/20/2023	09/28/2023	13.96	SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	126403	119794	09/20/2023	09/28/2023	67.40	SJC Fair	104620610 - Miscellaneous Supplies	
Blue Mountain Foods	126403	119798	09/20/2023	09/28/2023	26.47	SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Foods	126403	119799	09/20/2023	09/28/2023	15.45	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	126403	119802	09/20/2023	09/28/2023	24.87	SJC Fair	104620610 - Miscellaneous Supplies	
Blue Mountain Foods	126403	119806	09/20/2023	09/28/2023	35.98	SJC Fair	104620610 - Miscellaneous Supplies	
Blue Mountain Foods	126403	119812	09/20/2023	09/28/2023	8.58	SJC Fair	104620610 - Miscellaneous Supplies	
Blue Mountain Foods	126403	119818	09/20/2023	09/28/2023	83.15	SJC Aging	104677329 - Meals - Bluff	
Blue Mountain Foods	126403	119819	09/20/2023	09/28/2023	14.97	SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	126403	119826	09/20/2023	09/28/2023	35.63	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	126403	119829	09/20/2023	09/28/2023	17.73	SJC Aging	104678328 - Meals - La Sal	
Blue Mountain Foods	126403	119836	09/20/2023	09/28/2023	70.92	SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	126403	119844	09/20/2023	09/28/2023	39.30	SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Foods	126403	119872	09/20/2023	09/28/2023	83.15	SJC Aging	104678329 - Meals - Bluff	
Blue Mountain Foods	126403	119878	09/20/2023	09/28/2023	47.03	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	126403	119881	09/20/2023	09/28/2023	20.96	SJC Aging	104678328 - Meals - La Sal	
Blue Mountain Foods	126403	119898	09/20/2023	09/28/2023	45.45	SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Foods	126403	119923	09/20/2023	09/28/2023	57.46	SJC Aging	104677329 - Meals - Bluff	
Blue Mountain Foods	126403	119931	09/20/2023	09/28/2023	18.33	SJC Aging	104678323 - Meals - Monticello	

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Blue Mountain Foods	126403	119936	09/20/2023	09/28/2023	31.66	SJC Aging	104678328 - Meals - La Sal	
Blue Mountain Foods	126403	119947	09/20/2023	09/28/2023	51.12	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	126403	119949	09/20/2023	09/28/2023	12.58	SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	126403	119962	09/20/2023	09/28/2023	10.05	SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	126403	119966	09/20/2023	09/28/2023	93.26	SJC Aging	104678329 - Meals - Bluff	
Blue Mountain Foods	126403	119985	09/20/2023	09/28/2023	4.04	SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	126403	119986	09/20/2023	09/28/2023	23.10	SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Foods	126403	119989	09/20/2023	09/28/2023	428.00	SJC Jail	104230480 - Kitchen Food	
					\$1,528.67			
					\$1,528.67			
Blue Mountain Meats Inc.	126388	437464	09/20/2023	09/28/2023	236.69	SJC Aging	104677329 - Meals - Bluff	
Blue Mountain Meats Inc.	126388	437464	09/20/2023	09/28/2023	236.70	SJC Aging	104677329 - Meals - Bluff	
Blue Mountain Meats Inc.	126388	437465	09/20/2023	09/28/2023	39.70	SJC Aging	104677329 - Meals - Bluff	
Blue Mountain Meats Inc.	126388	437465	09/20/2023	09/28/2023	39.70	SJC Aging	104678329 - Meals - Bluff	
					\$552.79			
					\$552.79			
Bradford Tire	126362	73932	09/20/2023	09/28/2023	80.49	SJC Sheriff	104230250 - Equipment Operation	
					\$80.49			
Bruckner's Truck & Equipment	126426	VA108000080	09/28/2023	09/28/2023	297,204.37	SJC Road Dept	214414740 - Equipment Purchases	
					\$297,204.37			
CAHC - Comfort at Home Care LLC	126404	20230908165427	09/27/2023	09/28/2023	269.76	SJC Aging	104684615 - Contracts	
CAHC - Comfort at Home Care LLC	126404	20230908165427	09/27/2023	09/28/2023	1,496.00	SJC Aging	104679615 - Contracts	
					\$1,765.76			
					\$1,765.76			
Canyonlands Tire	126405	1019772	09/20/2023	09/28/2023	1,413.36	SJC Sheriff	104210251 - Gas, Oil and Grease	
Canyonlands Tire	126405	81447	09/20/2023	09/28/2023	376.83	SJC Sheriff	104210251 - Gas, Oil and Grease	
					\$1,790.19			
					\$1,790.19			
Clark, Sharmayne	126391	20230908165510	09/27/2023	09/28/2023	560.00	Alternatives	104679615 - Contracts	
					\$560.00			
Collins, Catherine	126389	20230908165439	09/27/2023	09/28/2023	560.00	Alternatives	104679615 - Contracts	
					\$560.00			
Creative Floors	126364	1370	09/19/2023	09/28/2023	96.96	sjc maintenance	104161260 - Buildings and Grounds	
					\$96.96			
DTS - State of Utah	126394	2402R249000003	09/19/2023	09/28/2023	694.25	SJC Sheriffs Office	104232310 - Professional and Technica	
					\$694.25			
Earthgrains Baking Company	126372	85272290002727	09/27/2023	09/28/2023	66.00	SJC Sheriff	104230480 - Kitchen Food	
Earthgrains Baking Company	126372	85272290002759	09/27/2023	09/28/2023	66.00	SJC Sheriff	104230480 - Kitchen Food	
					\$132.00			
					\$132.00			
Emery Telcom	126416	20230914094347	09/27/2023	09/28/2023	79.95	3324200 - SJC Road	104225280 - Telephone	
Emery Telcom	126416	20230914094347	09/27/2023	09/28/2023	79.95	3324200 - SJC Road	574424270 - Utilities	
Emery Telcom	126416	20230914094347	09/27/2023	09/28/2023	84.95	3324200 - SJC Road	104255270 - Utilities	

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Emery Telcom	126416	20230914094347	09/27/2023	09/28/2023	104.95	3324200 - SJC Road	104230280 - Telephone	
Emery Telcom	126416	20230914094347	09/27/2023	09/28/2023	104.95	3324200 - SJC Road	255007.280 - Indirect Admin Telephone	
Emery Telcom	126416	20230914094347	09/27/2023	09/28/2023	209.90	3324200 - SJC Road	104672270 - Utilities	
Emery Telcom	126416	20230914094347	09/27/2023	09/28/2023	269.90	3324200 - SJC Road	214414280 - Telephone	
Emery Telcom	126416	20230914094347	09/27/2023	09/28/2023	519.92	3324200 - SJC Road	104151280 - Telephone	
Emery Telcom	126416	20230914094626	09/27/2023	09/28/2023	175.13	3609200 - SJC Communications	104574270 - Utilities	
Emery Telcom	126416	20230919134418	09/28/2023	09/28/2023	-88.77	3609200 - SJC Communications	104230350 - State Prisoner Expenses	
Emery Telcom	126416	2278SZ10001.04	09/19/2023	09/28/2023	2,041.08	2278.S.100	104574615 - Contracts	
Emery Telcom	126416	2278SZ10001.04	09/19/2023	09/28/2023	2,041.08	2278.S.100	104574615 - Contracts	
					\$5,622.99			
					\$5,622.99			
Empire Electric Assoc. Inc.	126392	20230908165005	09/27/2023	09/28/2023	352.22	9579006 - PO Box 338	104225270 - Utilities	
Empire Electric Assoc. Inc.	126392	20230908165022	09/27/2023	09/28/2023	213.46	9579005 - Hwy 491 Shop	104225270 - Utilities	
					\$565.68			
					\$565.68			
Farmers Telecommunications Inc	126369	20230908165041	09/27/2023	09/28/2023	109.98	6921 Cedar Point Volunteer Fire	104225280 - Telephone	
					\$109.98			
Fitzgerald Law Office LLC	126415	FLO_08152023	09/28/2023	09/28/2023	2,135.00	SJC Attorney	104126615 - Contracts	
Fitzgerald Law Office LLC	126415	FLO_09082023	09/28/2023	09/28/2023	2,760.00	SJC Attorney	104126615 - Contracts	
					\$4,895.00			
					\$4,895.00			
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	53.33	Economic Development	104192251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	61.54	Communications	104151251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	67.71	Library	724167251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	74.96	Fair	104620251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	113.48	Surveyor	104147251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	200.66	Assessor	104146251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	351.47	SJC Road Dept	214412251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	404.85	Building Inspector	104242251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	570.49	Commission	104111251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	605.30	Buildings and Grounds	104161251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	742.61	Fair	104225251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	766.23	Ambulance	264350251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	900.69	Public Health	255012.251 - Local General Health Ga	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	961.15	SJC Road Dept	214412251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	1,248.10	Weed	104256251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	1,378.78	Aging	104672251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	4,736.35	Landfill	574424251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	12,925.03	Sheriff's Office	104210251 - Gas, Oil and Grease	
Fuel Network	126424	F2402E00972	09/28/2023	09/28/2023	34,174.25	SJC Road Dept	214412251 - Gas, Oil and Grease	
					\$60,336.98			
					\$60,336.98			
Gardner Energy	126410	6044	09/19/2023	09/28/2023	2,750.00	Halls Crossing Airport	105430620 - Miscellaneous Services	
					\$2,750.00			
HealthEquity Inc.	eft	a5n49j2	08/31/2023	09/18/2023	119.25	Monthly Fees	102228000 - HSA	
HealthEquity Inc.	eft	qpai1xs	09/18/2023	09/18/2023	123.75	HSA - Employee Contributions	104965134 - Health Insurance	
					\$243.00			
					\$243.00			

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Henry Schein	126374	53727323	09/21/2023	09/28/2023	238.14	3265621 - San Juan Public Health	255112.480 - WIC Client Services Spec	
					\$238.14			
Herring, Trent	126354	TH09052023	09/28/2023	09/28/2023	27.51	Board Meeting Travel	255007.230 - Indirect Admin Travel exp	
					\$27.51			
K&H Integrated Print Solutions	126400	302486	09/20/2023	09/28/2023	1,243.35	SJC Elections	104173310 - Professional and Technica	
					\$1,243.35			
K. Andrew Fitzgerald	126411	KAF08212023	09/28/2023	09/28/2023	3,093.75	SJC Attorney	104126615 - Contracts	
					\$3,093.75			
Knight, Katie	126381	KK091123	09/28/2023	09/28/2023	338.88	Travel Reimbursement	255111.230 - WIC Administration Travel	
					\$338.88			
Long, Roxy	126401	RL082023	09/28/2023	09/28/2023	1,260.00	Nursing Services	104230312 - Medical Expenses	
					\$1,260.00			
Main Street Drug and Boutique	126360	17685	09/20/2023	09/28/2023	32.95	SJC Sheriff	104230312 - Medical Expenses	
Main Street Drug and Boutique	126360	17754	09/20/2023	09/28/2023	31.24	SJC Sheriff	104230312 - Medical Expenses	
Main Street Drug and Boutique	126360	17852	09/20/2023	09/28/2023	14.95	SJC Sheriff	104230312 - Medical Expenses	
					\$79.14			
					\$79.14			
MediVista Media LLC	126380	20231452	09/27/2023	09/28/2023	297.00	SJC Public Health	255007.210 - Indirect Admin Subscripti	
					\$297.00			
MetLife Group Benefits	126385	20230914094533	09/27/2023	09/28/2023	474.12	Dental Customers	102230000 - Metlife Dental	
					\$474.12			
Montague, William Russell	126359	20230912-10033	09/21/2023	09/28/2023	61.00	CDL Reimbursement	214414620 - Miscellaneous Services	
					\$61.00			
Monticello City	126366	20230908165310	09/27/2023	09/28/2023	100.00	195461 Hideout Billing	104671270 - Utilities	
					\$100.00			
Monticello Mercantile	126370	C292207	09/28/2023	09/28/2023	35.25	SJC Road	104220615 - Contracts	
Monticello Mercantile	126370	C294325	09/28/2023	09/28/2023	19.98	SJC Sheriff	104230480 - Kitchen Food	
Monticello Mercantile	126370	C295009	09/28/2023	09/28/2023	4.99	SJC Sheriff	104210250 - Equipment Operation	
Monticello Mercantile	126370	C295039	09/28/2023	09/28/2023	14.99	SJC Recorder	104144240 - Office Expense	
Monticello Mercantile	126370	C295690	09/28/2023	09/28/2023	47.63	SJC Sheriff	104230350 - State Prisoner Expenses	
					\$122.84			
					\$122.84			
Morris, Rose	126397	20230908165455	09/27/2023	09/28/2023	560.00	Alternatives	104679615 - Contracts	
Morris, Rose	126397	20230908165502	09/27/2023	09/28/2023	560.00	Alternatives	104679615 - Contracts	
					\$1,120.00			
					\$1,120.00			
MSFS of Utah	126386	20230908165302	09/27/2023	09/28/2023	495.00	SJC Aging	104682615 - Contracts	
					\$495.00			
Navajo Sanitation	126379	120548	09/20/2023	09/28/2023	297.00	Bluff Senior Center-2772	104672270 - Utilities	
					\$297.00			

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New Technology Solutions	126387	4897	09/19/2023	09/28/2023	40.00	SJC Ambulance	264350310 - Professional and Technica	
New Technology Solutions	126387	4984	09/19/2023	09/28/2023	100.00	SJC Fire	104225310 - Professional and Technica	
New Technology Solutions	126387	4985	09/19/2023	09/28/2023	100.00	SJC Aging	104672270 - Utilities	
New Technology Solutions	126387	4986	09/19/2023	09/28/2023	40.00	SJC Ambulance	264350310 - Professional and Technica	
New Technology Solutions	126387	4987	09/19/2023	09/28/2023	23.75	SJC Libraries	724169310 - Professional and Technica	
New Technology Solutions	126387	4987	09/19/2023	09/28/2023	35.62	SJC Libraries	724167310 - Professional and Technica	
New Technology Solutions	126387	4987	09/19/2023	09/28/2023	35.63	SJC Libraries	724168310 - Professional and Technica	
New Technology Solutions	126387	4988	09/19/2023	09/28/2023	16.25	SJC Public Safety	104163310 - Professional and Technica	
New Technology Solutions	126387	4988	09/19/2023	09/28/2023	16.25	SJC Public Safety	104165310 - Professional and Technica	
New Technology Solutions	126387	4988	09/19/2023	09/28/2023	48.75	SJC Public Safety	104161310 - Professional and Technica	
New Technology Solutions	126387	4988	09/19/2023	09/28/2023	48.75	SJC Public Safety	104166310 - Professional and Technica	
New Technology Solutions	126387	4989	09/19/2023	09/28/2023	40.00	SJC Public Health	255007.260 - Indirect Admin Buildings	
					\$545.00			
					\$545.00			
Nicholas & Company	126418	8396754	09/20/2023	09/28/2023	543.53	SJC Aging	104677323 - Meals - Monticello	
Nicholas & Company	126418	8396754	09/20/2023	09/28/2023	543.53	SJC Aging	104678323 - Meals - Monticello	
Nicholas & Company	126418	8396757	09/20/2023	09/28/2023	326.25	SJC Aging	104678325 - Meals - Blanding	
Nicholas & Company	126418	8396757	09/20/2023	09/28/2023	326.26	SJC Aging	104677325 - Meals - Blanding	
Nicholas & Company	126418	8411658	09/20/2023	09/28/2023	468.54	SJC Aging	104678323 - Meals - Monticello	
Nicholas & Company	126418	8411658	09/20/2023	09/28/2023	468.55	SJC Aging	104677323 - Meals - Monticello	
Nicholas & Company	126418	8411660	09/20/2023	09/28/2023	393.11	SJC Aging	104677325 - Meals - Blanding	
Nicholas & Company	126418	8411660	09/20/2023	09/28/2023	393.11	SJC Aging	104678325 - Meals - Blanding	
Nicholas & Company	126418	8431417	09/20/2023	09/28/2023	444.95	SJC Aging	104678325 - Meals - Blanding	
Nicholas & Company	126418	8431417	09/20/2023	09/28/2023	444.96	SJC Aging	104677325 - Meals - Blanding	
Nicholas & Company	126418	8443215	09/20/2023	09/28/2023	73.44	SJC Aging	104678328 - Meals - La Sal	
Nicholas & Company	126418	8443215	09/20/2023	09/28/2023	73.45	SJC Aging	104677328 - Meals - La Sal	
Nicholas & Company	126418	8467130	09/20/2023	09/28/2023	2,206.27	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	126418	8471414	09/20/2023	09/28/2023	497.56	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	126418	8475136	09/20/2023	09/28/2023	1,911.78	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	126418	8479216	09/20/2023	09/28/2023	447.13	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	126418	8482905	09/21/2023	09/28/2023	594.74	SJC Aging	104677323 - Meals - Monticello	
Nicholas & Company	126418	8482905	09/21/2023	09/28/2023	594.74	SJC Aging	104678323 - Meals - Monticello	
Nicholas & Company	126418	8482907	09/21/2023	09/28/2023	517.66	SJC Aging	104678325 - Meals - Blanding	
Nicholas & Company	126418	8482907	09/21/2023	09/28/2023	517.67	SJC Aging	104677325 - Meals - Blanding	
Nicholas & Company	126418	8482908	09/21/2023	09/28/2023	570.67	SJC Aging	104678329 - Meals - Bluff	
Nicholas & Company	126418	8482908	09/21/2023	09/28/2023	570.68	SJC Aging	104677329 - Meals - Bluff	
					\$12,928.58			
					\$12,928.58			
Office Ally	126356	LH38129-IN	09/28/2023	09/28/2023	35.00	SJC Aging	104685615 - Contracts	
					\$35.00			
Olsen, Avery	126399	AO09112023	09/28/2023	09/28/2023	694.73	PURCHASE REIMBURSEMENT	104210230 - Travel Expense	
Olsen, Avery	126399	AO09152023	09/28/2023	09/28/2023	541.45	PURCHASE REIMBURSEMENT	104210230 - Travel Expense	
					\$1,236.18			
					\$1,236.18			
OTIS	126367	F10000116239	09/28/2023	09/28/2023	100.00	SJC Admin Building	104161310 - Professional and Technica	
					\$100.00			
Packard Wholesale Co.	126407	INV215677	09/28/2023	09/28/2023	179.69	SJC Aging	104678325 - Meals - Blanding	
Packard Wholesale Co.	126407	INV215677	09/28/2023	09/28/2023	179.70	SJC Aging	104677325 - Meals - Blanding	
Packard Wholesale Co.	126407	INV216205	09/28/2023	09/28/2023	400.13	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	126407	INV216207	09/28/2023	09/28/2023	322.61	SJC Sheriff's Office	104230480 - Kitchen Food	
Packard Wholesale Co.	126407	INV216209	09/28/2023	09/28/2023	349.48	SJC Sheriff's Office	104230350 - State Prisoner Expenses	

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Packard Wholesale Co.	126407	INV216660	09/28/2023	09/28/2023	453.59	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	126407	INV216721	09/28/2023	09/28/2023	280.62	SJC Public Health	255007.260 - Indirect Admin Buildings	
Packard Wholesale Co.	126407	INV681447	09/28/2023	09/28/2023	92.14	SJC Sheriff's Office	104230310 - Professional and Technica	
					<u>\$2,257.96</u>			
					\$2,257.96			
Parents as Teachers	126398	841873	09/20/2023	09/28/2023	1,225.00	SJC Public Health Bridget Horrocks	255193.330 - Home Visiting - PAT Empl	
					<u>\$1,225.00</u>			
					\$1,225.00			
PEHP	126425	20230914094131	09/27/2023	09/28/2023	233,442.88	Health Insurance	102226000 - Health Insurance	
					<u>\$233,442.88</u>			
					\$233,442.88			
Performance Ford of Moab	126413	60033158	09/28/2023	09/28/2023	3,349.75	SJC Sheriff	104210251 - Gas, Oil and Grease	
					<u>\$3,349.75</u>			
					\$3,349.75			
Public Employees Health Program	126355	20230914094207	09/27/2023	09/28/2023	34.58	Active Employee Premium	104230310 - Professional and Technica	
					<u>\$34.58</u>			
					\$34.58			
Pugh, Delton	126358	DP09062023	09/28/2023	09/28/2023	54.00	Travel Reimbursement	104679230 - Travel Expense	
					<u>\$54.00</u>			
					\$54.00			
Redd's Ace Hardware	126353	883694	09/20/2023	09/28/2023	19.99	SJC Public Health	255013.480 - Vital Statistics Special de	
					<u>\$19.99</u>			
					\$19.99			
RegenceBlueCross BlueShield UT	EFT.091823111	232440006371	09/12/2023	09/18/2023	2.43	Claims Expense	104965134 - Health Insurance	
					<u>\$2.43</u>			
					\$2.43			
River Canyon Wireless	126357	117419	09/20/2023	09/28/2023	39.99	San Juan County Fairgrounds	104620270 - Utilities	
					<u>\$39.99</u>			
					\$39.99			
Rocky Mountain Personal Care	126395	20230908165153	09/27/2023	09/28/2023	717.00	SJC Aging	104679615 - Contracts	
					<u>\$717.00</u>			
					\$717.00			
Rocky Mountain Power	126393	20230908165032	09/27/2023	09/28/2023	263.65	59271696-0055	104672270 - Utilities	
Rocky Mountain Power	126393	20230915151846	09/27/2023	09/28/2023	57.62	59288636-0086 Mex Hat Fire Station	104225270 - Utilities	
Rocky Mountain Power	126393	20230915151853	09/27/2023	09/28/2023	276.41	73241784-0038 SJC Fire Control	104225270 - Utilities	
Rocky Mountain Power	126393	20230915151900	09/27/2023	09/28/2023	62.87	59288636-0045 Fire House/AMB	104225270 - Utilities	
					<u>\$660.55</u>			
					\$660.55			
San Juan Hospital	126419	113671	09/28/2023	09/28/2023	312.81	Jaxon Jones	104230310 - Professional and Technica	
San Juan Hospital	126419	126490	09/28/2023	09/28/2023	312.81	Caden J Marin	104230310 - Professional and Technica	
San Juan Hospital	126419	9168666	09/21/2023	09/28/2023	312.81	Caden J. Marin	104230312 - Medical Expenses	
San Juan Hospital	126419	9168669	09/21/2023	09/28/2023	312.81	Jaxon Jones	104230312 - Medical Expenses	
San Juan Hospital	126419	9174867	09/21/2023	09/28/2023	1,005.70	DeRon Childs	104230312 - Medical Expenses	
San Juan Hospital	126419	9177311	09/21/2023	09/28/2023	36.99	Caden J Marin	104230310 - Professional and Technica	
San Juan Hospital	126419	9177313	09/21/2023	09/28/2023	36.99	Jaxon Jones	104230310 - Professional and Technica	
San Juan Hospital	126419	9179202	09/21/2023	09/28/2023	1,082.24	Ashton Dee	104230312 - Medical Expenses	
San Juan Hospital	126419	9183767	09/21/2023	09/28/2023	204.47	Nicholas Davis	104230312 - Medical Expenses	
San Juan Hospital	126419	9183778	09/21/2023	09/28/2023	5,870.68	Cody Harward	104230312 - Medical Expenses	
San Juan Hospital	126419	9183779	09/21/2023	09/28/2023	263.04	Tommy Douangmala	104230312 - Medical Expenses	
San Juan Hospital	126419	9184817	09/21/2023	09/28/2023	5,870.68	Cody Harward	104230312 - Medical Expenses	
					<u>\$15,622.03</u>			
					\$15,622.03			

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Silas, Marilyn	126390	20230908165447	09/27/2023	09/28/2023	560.00	Alternatives	104679615 - Contracts	
					\$560.00			
Sysco Intermountain Food Svc.	126384	585223371	09/27/2023	09/28/2023	456.11	SJC Jail	104230480 - Kitchen Food	
					\$456.11			
Thatzza Pizza	126396	110322	09/20/2023	09/28/2023	910.00	SJC Fair	104620240 - Office Expense	
					\$910.00			
The Go Travel Sites	126422	15231	09/19/2023	09/28/2023	15,000.00	SJC Econ Dev	104193490 - Advertising and Promotion	
The Go Travel Sites	126422	15232	09/20/2023	09/28/2023	12,500.00	San Juan County - Economic Development	104193490 - Advertising and Promotion	
					\$27,500.00			
					\$27,500.00			
U.S. Bank Corporate Payment	126421	CC08102023AS	09/18/2023	09/28/2023	244.86	4246-0470-0107-1528 Allison Yamamoto-Sparks	104193490 - Advertising and Promotion	
U.S. Bank Corporate Payment	126421	CC08102023BI	09/18/2023	09/28/2023	9.85	4246-0446-6397-8298 Brittney Ivins	104145241 - Postage	
U.S. Bank Corporate Payment	126421	CC08102023DG	09/18/2023	09/28/2023	524.91	4246-0441-0129-6816 David Gallegos	104220615 - Contracts	
U.S. Bank Corporate Payment	126421	CC08102023EG	09/18/2023	09/28/2023	6.93	4246-0470-0139-5331 Elaine Gizler	104192210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	126421	CC08102023EG	09/18/2023	09/28/2023	6.94	4246-0470-0139-5331 Elaine Gizler	104193210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	126421	CC08102023EG	09/18/2023	09/28/2023	8.50	4246-0470-0139-5331 Elaine Gizler	104193240 - Office Expense	
U.S. Bank Corporate Payment	126421	CC08102023EG	09/18/2023	09/28/2023	82.00	4246-0470-0139-5331 Elaine Gizler	104193230 - Employee Education	
U.S. Bank Corporate Payment	126421	CC08102023EG	09/18/2023	09/28/2023	226.88	4246-0470-0139-5331 Elaine Gizler	104193230 - Travel Expense	
U.S. Bank Corporate Payment	126421	CC08102023EG	09/18/2023	09/28/2023	608.84	4246-0470-0139-5331 Elaine Gizler	104192310 - Professional and Technica	
U.S. Bank Corporate Payment	126421	CC08102023IT	09/18/2023	09/28/2023	8.99	4246-0470-0087-8873 Bruce Bushore	104151280 - Telephone	
U.S. Bank Corporate Payment	126421	CC08102023IT	09/18/2023	09/28/2023	21.34	4246-0470-0087-8873 Bruce Bushore	104151240 - Office Expense	
U.S. Bank Corporate Payment	126421	CC08102023IT	09/18/2023	09/28/2023	29.99	4246-0470-0087-8873 Bruce Bushore	104151480 - Special Department Suppl	
U.S. Bank Corporate Payment	126421	CC08102023IT	09/18/2023	09/28/2023	120.00	4246-0470-0087-8873 Bruce Bushore	105430280 - Telephone	
U.S. Bank Corporate Payment	126421	CC08102023IT	09/18/2023	09/28/2023	399.00	4246-0470-0087-8873 Bruce Bushore	104151240 - Office Expense	
U.S. Bank Corporate Payment	126421	CC08102023IT	09/18/2023	09/28/2023	404.10	4246-0470-0087-8873 Bruce Bushore	104151210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	126421	CC08102023JB	09/19/2023	09/28/2023	-7,070.52	4246-0470-0118-9890 - Jay Begay	104211610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	126421	CC08102023JT	09/18/2023	09/28/2023	749.00	4246-0446-6210-7352 Jed Tate	574424310 - Professional and Technica	
U.S. Bank Corporate Payment	126421	CC08102023JT	09/18/2023	09/28/2023	851.47	4246-0446-6210-7352 Jed Tate	574424240 - Office Expense	
U.S. Bank Corporate Payment	126421	CC08102023JT	09/18/2023	09/28/2023	3,021.95	4246-0446-6210-7352 Jed Tate	574424250 - Equipment Operation	
U.S. Bank Corporate Payment	126421	CC08102023LL	09/18/2023	09/28/2023	764.14	4246-0446-6408-1829 Lehi Lacy	104230230 - Travel Expense	
U.S. Bank Corporate Payment	126421	CC08102023MA	09/18/2023	09/28/2023	18.78	4246-0470-0080-1867 Monica Alvarado	104256250 - Equipment Operation	
U.S. Bank Corporate Payment	126421	CC08102023MA	09/18/2023	09/28/2023	53.32	4246-0470-0080-1867 Monica Alvarado	214412250 - Equipment Operation	
U.S. Bank Corporate Payment	126421	CC08102023MA	09/18/2023	09/28/2023	53.32	4246-0470-0080-1867 Monica Alvarado	214412250 - Equipment Operation	
U.S. Bank Corporate Payment	126421	CC08102023MA	09/18/2023	09/28/2023	53.32	4246-0470-0080-1867 Monica Alvarado	214412250 - Equipment Operation	
U.S. Bank Corporate Payment	126421	CC08102023MA	09/18/2023	09/28/2023	291.09	4246-0470-0080-1867 Monica Alvarado	214414240 - Office Expense	
U.S. Bank Corporate Payment	126421	CC08102023MA	09/18/2023	09/28/2023	294.96	4246-0470-0080-1867 Monica Alvarado	214412250 - Equipment Operation	
U.S. Bank Corporate Payment	126421	CC08102023MA	09/18/2023	09/28/2023	408.77	4246-0470-0080-1867 Monica Alvarado	214412250 - Equipment Operation	
U.S. Bank Corporate Payment	126421	CC08102023MM	09/18/2023	09/28/2023	-149.53	4246-0470-0152-5705 Mack McDonald	104111330 - Employee Education	
U.S. Bank Corporate Payment	126421	CC08102023MM	09/18/2023	09/28/2023	37.45	4246-0470-0152-5705 Mack McDonald	104113310 - Professional and Technica	
U.S. Bank Corporate Payment	126421	CC08102023MM	09/18/2023	09/28/2023	136.58	4246-0470-0152-5705 Mack McDonald	104146240 - Office Expense	
U.S. Bank Corporate Payment	126421	CC08102023MM	09/18/2023	09/28/2023	169.65	4246-0470-0152-5705 Mack McDonald	104113240 - Office Expense	
U.S. Bank Corporate Payment	126421	CC08102023MM	09/18/2023	09/28/2023	200.00	4246-0470-0152-5705 Mack McDonald	104114220 - Public Notices	
U.S. Bank Corporate Payment	126421	CC08102023MM	09/18/2023	09/28/2023	267.98	4246-0470-0152-5705 Mack McDonald	104113230 - Travel Expense	
U.S. Bank Corporate Payment	126421	CC08102023MM	09/18/2023	09/28/2023	290.16	4246-0470-0152-5705 Mack McDonald	104113330 - Employee Education	
U.S. Bank Corporate Payment	126421	CC08102023MM	09/18/2023	09/28/2023	390.00	4246-0470-0152-5705 Mack McDonald	104147242 - Software Maintenance	
U.S. Bank Corporate Payment	126421	CC08102023MM	09/18/2023	09/28/2023	2,595.07	4246-0470-0152-5705 Mack McDonald	104111230 - Travel Expense	
U.S. Bank Corporate Payment	126421	CC08102023MR	09/19/2023	09/28/2023	70.00	4246-0470-0113-7634 Mikaela Ramsay	724581210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	126421	CC08102023MR	09/19/2023	09/28/2023	127.25	4246-0470-0113-7634 Mikaela Ramsay	724581240 - Office Expense	
U.S. Bank Corporate Payment	126421	CC08102023MR	09/19/2023	09/28/2023	137.97	4246-0470-0113-7634 Mikaela Ramsay	724581250 - Computer Maintenance/S	
U.S. Bank Corporate Payment	126421	CC08102023MR	09/19/2023	09/28/2023	166.04	4246-0470-0113-7634 Mikaela Ramsay	724581920 - Grant Expenses	
U.S. Bank Corporate Payment	126421	CC08102023MR	09/19/2023	09/28/2023	948.91	4246-0470-0113-7634 Mikaela Ramsay	724581480 - Collection Development	
U.S. Bank Corporate Payment	126421	CC08102023MS	09/19/2023	09/28/2023	96.63	4246-0400-1740-8495 Marsha Shumway	104230480 - Kitchen Food	

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U.S. Bank Corporate Payment	126421	CC08102023MS	09/19/2023	09/28/2023	110.00	4246-0400-1740-8495 Marsha Shumway	104210210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	126421	CC08102023MS	09/19/2023	09/28/2023	122.31	4246-0400-1740-8495 Marsha Shumway	104230312 - Medical Expenses	
U.S. Bank Corporate Payment	126421	CC08102023MS	09/19/2023	09/28/2023	373.61	4246-0400-1740-8495 Marsha Shumway	104230242 - Software Maintenance	
U.S. Bank Corporate Payment	126421	CC08102023MS	09/19/2023	09/28/2023	497.68	4246-0400-1740-8495 Marsha Shumway	104230350 - State Prisoner Expenses	
U.S. Bank Corporate Payment	126421	CC08102023MS	09/19/2023	09/28/2023	705.00	4246-0400-1740-8495 Marsha Shumway	104210330 - Employee Education	
U.S. Bank Corporate Payment	126421	CC08102023MS	09/19/2023	09/28/2023	800.00	4246-0400-1740-8495 Marsha Shumway	104230310 - Professional and Technica	
U.S. Bank Corporate Payment	126421	CC08102023NiP	09/19/2023	09/28/2023	-73.98	4246-0470-0157-4398 Nicole Perkins	724581610 - Miscellaneous Supplies/S	
U.S. Bank Corporate Payment	126421	CC08102023NiP	09/19/2023	09/28/2023	95.33	4246-0470-0157-4398 Nicole Perkins	724581620 - Special Programs	
U.S. Bank Corporate Payment	126421	CC08102023NiP	09/19/2023	09/28/2023	206.42	4246-0470-0157-4398 Nicole Perkins	724581920 - Grant Expenses	
U.S. Bank Corporate Payment	126421	CC08102023NiP	09/19/2023	09/28/2023	517.88	4246-0470-0157-4398 Nicole Perkins	724581240 - Office Expense	
U.S. Bank Corporate Payment	126421	CC08102023NiP	09/19/2023	09/28/2023	1,498.79	4246-0470-0157-4398 Nicole Perkins	724581250 - Computer Maintenance/S	
U.S. Bank Corporate Payment	126421	CC08102023NiP	09/19/2023	09/28/2023	2,257.69	4246-0470-0157-4398 Nicole Perkins	724581480 - Collection Development	
U.S. Bank Corporate Payment	126421	CC08102023SB	09/19/2023	09/28/2023	135.13	4246-0446-5312-8805 Scott Burgess	264350610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	126421	CC08102023SB	09/19/2023	09/28/2023	229.60	4246-0446-5312-8805 Scott Burgess	264350141 - Uniform Allowance	
U.S. Bank Corporate Payment	126421	CC08102023SL	09/19/2023	09/28/2023	8.52	4246-0446-6210-7345 Samuel Long	104161330 - Employee Education	
U.S. Bank Corporate Payment	126421	CC08102023SL	09/19/2023	09/28/2023	121.49	4246-0446-6210-7345 Samuel Long	104161260 - Buildings and Grounds	
U.S. Bank Corporate Payment	126421	CC08102023SL	09/19/2023	09/28/2023	166.80	4246-0446-6210-7345 Samuel Long	104676260 - Buildings and Grounds	
U.S. Bank Corporate Payment	126421	CC08102023SL	09/19/2023	09/28/2023	3,440.72	4246-0446-6210-7345 Samuel Long	104166260 - Buildings and Grounds	
U.S. Bank Corporate Payment	126421	CC08102023TG	09/19/2023	09/28/2023	138.90	4246-0470-0106-9233 Tammy Gallegos	104220615 - Contracts	
U.S. Bank Corporate Payment	126421	CC08102023TG	09/19/2023	09/28/2023	256.07	4246-0470-0106-9233 Tammy Gallegos	104255610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	126421	CC08102023TG	09/19/2023	09/28/2023	365.00	4246-0470-0106-9233 Tammy Gallegos	104675610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	126421	CC08102023TG	09/19/2023	09/28/2023	689.43	4246-0470-0106-9233 Tammy Gallegos	104255610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	126421	CC08102023TG	09/19/2023	09/28/2023	748.50	4246-0470-0106-9233 Tammy Gallegos	104679230 - Travel Expense	
U.S. Bank Corporate Payment	126421	CC08102023TG	09/19/2023	09/28/2023	1,469.44	4246-0470-0106-9233 Tammy Gallegos	104255740 - Equipment Purchases	
U.S. Bank Corporate Payment	126421	CC20230829010	09/19/2023	09/28/2023	306.77	4246-0470-0151-3156 Grant Sunada	255007.230 - Indirect Admin Travel exp	
U.S. Bank Corporate Payment	126421	CC20230829010	09/19/2023	09/28/2023	1,328.67	4246-0470-0151-3156 Grant Sunada	255283.230 - EED - CHW Travel expen	
U.S. Bank Corporate Payment	126421	CC202308290114	09/19/2023	09/28/2023	19.00	4246-0446-5808-5489 TYLER KETRON	255281.242 - EED - Epidemiology Soft	
U.S. Bank Corporate Payment	126421	CC202308290114	09/19/2023	09/28/2023	27.63	4246-0446-5808-5489 TYLER KETRON	255281.280 - EED - Epidemiology Tele	
U.S. Bank Corporate Payment	126421	CC202308290114	09/19/2023	09/28/2023	37.91	4246-0446-5808-5489 TYLER KETRON	255193.620 - Home Visiting - PAT Misc	
U.S. Bank Corporate Payment	126421	CC202308290114	09/19/2023	09/28/2023	37.91	4246-0446-5808-5489 TYLER KETRON	255220.620 - CSHCN Miscellaneous s	
U.S. Bank Corporate Payment	126421	CC202308290114	09/19/2023	09/28/2023	58.70	4246-0446-5808-5489 TYLER KETRON	255007.242 - Indirect Admin Software	
U.S. Bank Corporate Payment	126421	CC202308290114	09/19/2023	09/28/2023	61.65	4246-0446-5808-5489 TYLER KETRON	255012.620 - Local General Health Mis	
U.S. Bank Corporate Payment	126421	CC202308290114	09/19/2023	09/28/2023	74.49	4246-0446-5808-5489 TYLER KETRON	255220.241 - CSHCN Postage	
					<u>\$24,509.95</u>			
					\$24,509.95			
U.S. Bank Equipment Finance	126378	510889637	09/27/2023	09/28/2023	290.42	1080852	104150240 - Office Expense	
					<u>\$290.42</u>			
Utah Association of Counties	126423	7247	09/19/2023	09/28/2023	43,467.00	Assessment for Public Lands	104150930 - LATCF Expenses	
					<u>\$43,467.00</u>			
Utah Department of Health and Hum	126409	AgingWVR1	09/28/2023	09/28/2023	2,500.00	SJC Aging	104676610 - Miscellaneous Supplies	
					<u>\$2,500.00</u>			
Utah Dept of Workforce Services	126373	20230919133835	09/27/2023	09/28/2023	37.53	R 2-910347-0	264350136 - Unemployment Benefits	
Utah Dept of Workforce Services	126373	20230919133930	09/27/2023	09/28/2023	112.12	R 2-910347-0	264350136 - Unemployment Benefits	
					<u>\$149.65</u>			
					\$149.65			
Utah Retirement Systems	126383	PR052823-3952	06/09/2023	09/28/2023	430.56	State Retirement	102224000 - Retirement Payable	
					<u>\$430.56</u>			
Utah State Treasurer	126420	20230914093847	09/27/2023	09/28/2023	50.00	Surcharge,Fines,Wildlife Resources	103222000 - Marriage Licenses	
Utah State Treasurer	126420	20230914093847	09/27/2023	09/28/2023	21,664.37	Surcharge,Fines,Wildlife Resources	103511000 - Justice Court Fines	
					<u>\$21,714.37</u>			
					\$21,714.37			

**San Juan County
Check Register
All Bank Accounts - 09/16/2023 to 09/28/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Utah Taxpayers Association	126365	20230919133835	09/27/2023	09/28/2023	97.50	SJC Commission Subscription	104111210 - Subscriptions and Member	
					\$97.50			
Verizon Wireless	126408	20230914092433	09/27/2023	09/28/2023	2,100.63	665507629-00001	104210280 - Telephone	
Verizon Wireless	126408	9941986592	09/27/2023	09/28/2023	314.14	665509557-00003	104610280 - Telephone	
Verizon Wireless	126408	9943361742	09/27/2023	09/28/2023	42.20	642530092-00001	104145280 - Telephone	
					\$2,456.97			
					\$2,456.97			
Wagon Wheel Pizza	126376	65584	09/20/2023	09/28/2023	258.80	SJC Fair	104620240 - Office Expense	
					\$258.80			
Washington National Insurance	126417	P2350258	09/28/2023	09/28/2023	4,031.53	Payroll Benefits	102229000 - Other Deductions Payable	
Washington National Insurance	126417	P2358985	09/28/2023	09/28/2023	4,031.53	Payroll Benefits	102229000 - Other Deductions Payable	
					\$8,063.06			
					\$8,063.06			
Waste Management of Colorado	126382	419619-4889-4	09/20/2023	09/28/2023	160.61	16-83942-53002 Blanding Library	724168270 - Utilities	
Waste Management of Colorado	126382	419739-4889-0	09/20/2023	09/28/2023	240.89	16-83977-33005 SJC Senior Center	104672270 - Utilities	
					\$401.50			
					\$401.50			
Zion's Way Home Health & Hospice	126406	ZWBD09082023	09/28/2023	09/28/2023	200.00	SJC Aging Services	104679615 - Contracts	
Zion's Way Home Health & Hospice	126406	ZWDJ09082023	09/28/2023	09/28/2023	40.00	SJC Aging Services	104684615 - Contracts	
Zion's Way Home Health & Hospice	126406	ZWGO09082023	09/28/2023	09/28/2023	360.00	SJC Aging Services	104679615 - Contracts	
Zion's Way Home Health & Hospice	126406	ZWLL09082023	09/28/2023	09/28/2023	640.00	SJC Aging Services	104679615 - Contracts	
Zion's Way Home Health & Hospice	126406	ZWMK09082023	09/28/2023	09/28/2023	320.00	SJC Aging Services	104679615 - Contracts	
Zion's Way Home Health & Hospice	126406	ZWSS09082023	09/28/2023	09/28/2023	592.20	SJC Aging Services	104679615 - Contracts	
					\$2,152.20			
					\$2,152.20			
					\$806,473.73			



COMMISSION STAFF REPORT

MEETING DATE: September 5, 2023

ITEM TITLE, PRESENTER: Approval of the Appointment of Shea Walker to the San Juan County Planning Commission. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Approve the Appointment asking for the resignation of the current member filling that appointment and to appoint Shae Walker to fulfill the Remain Term Expiring December of 2023.

SUMMARY

In June of 2020, the Board of Commissioners reappointed Melvin Nelson to fill an At-Large position as the member of the San Juan County Planning Commission. However, Melvin Nelson has not been attending Planning Commission either in-person or by any electronic means. Throughout this year, we have received several complaints about Planning Commissioner's attendance and referencing the County Ordinance and Bylaws for attendance.

Staff had advertised this vacancy in the San Juan Record and has only received two letters of interest, one for the Bluff Vacancy and one for the At-Large.

In accordance with the County Ordinance #2022-03, the Amended Rules, Procedures and Bylaws for the San Juan County Planning Commission stated the following:

Faithful Attendance and Performance. Should circumstances arise where a Planning Commission member is unable to attend a scheduled meeting, the member shall be responsible for notifying the Chair or Building and Zoning Department staff as soon as 7 possible. Planning Commission members shall not miss more than three consecutive meetings. A Planning Commission member may not miss more than 25% of the meetings in a year. If circumstances prevent faithful attendance and performance of Planning Commission member duties, the member will be removed from the Planning Commission, or the member should knowingly resign from the Planning Commission. Attendance through remote means may only be approved by the Planning Commission Chair, and a commission member must attend more than 50% of the meetings in person absent extenuating circumstances.

Removal from Commission Planning. The Commission may request the resignation of a member for reasons of attendance and/or ethical considerations. The Board of County Commissioners may remove a Commission member for cause prior to the expiration of the appointed term.

HISTORY/PAST ACTION

FISCAL IMPACT

Letter of Intent

Shea Walker

4760 Spanish Valley Dr.

Moab Ut. 84532

Shea.p.walker@gmail.com

(435)260-9366

To Whom it may concern,

My Name is Shea Walker, and I am applying to be on the San Juan County Planning and Zoning Board.

For over 30 years I have lived in Spanish Valley and have been involved in the community through many different events. I grew up working Construction and have great relationships with most of the long-time contractors and subcontractors in this area. Throughout my time in construction, I had many opportunities to work through the permitting and zoning process. Personally, I have built 3 homes in the valley as an owner-builder and have worked closely with planning and zoning, building inspectors, and flood plain administrators in that process. My full-time job is an Emergency coordinator for Moab Valley Fire Department, and Grand County EMS. I have had the opportunity to bring my experience from the private business world into my job as a government employee. This has afforded me the opportunities to understand both sides of the conversation and I feel like that makes me a good candidate for this position in Planning and Zoning. I look forward to helping create a community we can be proud of.

Thank you for your consideration.



SAN JUAN COUNTY COMMISSION

Item 4.

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

September 25, 2023

Economic Development Administration
U.S. Department of Commerce
1401 Constitution Avenue, NW Suite 71014
Washington, DC 20230

Subject: Letter of Support for Recompete Grant

To Whom it May Concern:

We are writing to express our support for Southeastern Utah Economic Development District's Recompete Strategy Development and Recompete Plan Approval applications submitted to the Economic Development Administration.

In San Juan, is a distressed County within the State of Utah with unique challenges. San Juan County's majority population is Native American belonging to the Ute and Navajo Nation tribes. Both of these tribal systems have significantly low high school and college graduation rates which then makes it difficult for local entrepreneurs entering into the job or business market. Another of San Juan County is that we are working with minimal populations that includes the vast distances between communities, and high poverty levels and high food insecurity which complicates the already challenging process of entrepreneurship and business development in the County.

Our organization supports the effort put forth by the Southeastern Utah Economic Development District in the proposal submitted. We are committed to assisting in ways to be determined in Phase II for the success of the region and the uplifting of communities with a high prime-age employment gap (PAEG). We look forward to participating in these activities to alleviate persistent economic distress and support long-term, comprehensive economic development and job creation in rural Utah. We appreciate your consideration of our application.

Sincerely,

Mack McDonald
Chief Administrative Officer



SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah

OFFICE FOR VICTIMS OF CRIME

GARY A. SCHELLER
Director, UOVC

Item 5.

September 13, 2023

Amber McArthur
San Juan County Attorney's Office

Dear Amber,

It is my pleasure to inform you that the Utah Office for Victims of Crime has approved the San Juan County Attorney Victims Services application for funding under the Utah Victim Services Program (UVSP) in the amount of **\$38,136.37**. The project period for this award is July 1, 2023 - June 30, 2024. The award number for this grant is 23UVSP20.


This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate. Attached are the certified assurances and grant conditions for this award. The agency's authorized official is required to sign these documents before this award can be finalized.

Please note, all project-related materials and accounting records must be maintained for a period of three years from the date of your last financial status report, unless an audit has been initiated or unresolved audit findings remain. All records must be maintained until the audit findings are resolved.

Please find a completed copy of your contract on the online grants management system utahgrants.utah.gov. Quarterly grant progress reports, performance measure reports, and financial status reports must be submitted at least quarterly no later than October 30, January 30, April 30, and July 30. Financial reports may be submitted monthly.

If you have any questions regarding this award, please contact Pauli Romine, Grant Analyst at 385-472-3070 or promine@utah.gov. We look forward to working with you during the coming program year.

Sincerely,


[Gary Scheller \(Sep 14, 2023 08:50 MDT\)](#)
Gary Scheller, Director
Utah Office for Victims of Crime

Please sign below acknowledging you have received this award document:

AUTHORIZED OFFICIAL PRINT NAME TITLE

AUTHORIZED OFFICIAL SIGN DATE

UOVC STATE GRANTS CERTIFIED ASSURANCES AND CONDITIONS

CERTIFIED ASSURANCES

1. The grantee assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Utah Office for Victims of Crime (UOVC) shall be provided to assure fiscal control, proper management, and efficient disbursement of funds. Additionally, the grantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Utah Office for Victims of Crime may require.
2. The grantee assures that it will comply with [State of Utah travel rates](#) and policies unless the grantees home agency rates are more restrictive. If the grantee's home agency rates are less restrictive than the State of Utah travel rates, the grantee must provide its agency travel policy to UOVC, and agency's travel policy/rates must be applied consistently between grant and not-grant funded staff. Furthermore, the grantee assures that it will have and comply with written policies regarding personnel, the purchasing of supplies and equipment, contractual agreements, etc. If the grantee is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds*. If the grantee does not currently have written policies or a fiduciary agent the general policies adopted by the State of Utah - Department of Finance must be complied with in expending grant funds.
3. The grantee certifies that the programs contained in its application meet all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies and that the grantee will comply with all applicable Utah State laws, regulations, and guidelines.
4. The grantee assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and their implementing regulations, 41 CFR Part 60.1 et.seq., as applicable to construction contracts.
5. The grantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex or disability against a grantee of funds the grantee will forward a copy of the findings to UOVC.

6. The grantee assures that it will comply with the lead agency's policies regarding travel, purchasing supplies and equipment, contractual agreements, etc. The only exception to this policy is personnel expenditures. According to the Fair Labor Standards Act, personnel costs including overtime must be paid according to the individual's employing agency's personnel policies. (The lead agency is the unit of local or State government or non-profit which employs the individual signing the grant application cover sheet as the Authorized Official.)

7. The grantee assures that it will not ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. The subgrantee further assures that the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

GRANT CONDITIONS

1. Compensation and Method of Payment. The Utah Office for Victims of Crime (UOVC) will reimburse the grantee, depending on the amount of award, for approved program expenditures as outlined in the grantee's budget. Funding under this award will be provided to the grantee on a *reimbursement basis only* after the payment request has been reviewed and approved by UOVC. Payments made to grantees before the expenses have been incurred must have prior UOVC approval and will only be granted in exceptional circumstances. Reimbursement checks will be issued on a monthly or quarterly basis as financial status reports are submitted and approved unless other payment arrangements have been agreed to by UOVC.

2. Reports. The grantee shall submit, at such times and in such form as may be prescribed, such reports as UOVC may reasonably require, including but not limited to quarterly financial and progress reports, and final financial and narrative reports. Quarterly financial and progress reports shall be received no later than 30 days (or as specified by UOVC) after each quarter ends on March 31, June 30, September 30, and December 31. At such a point where grant funds have been accounted for in total, quarterly financial reports will no longer be required, however, narrative reports must continue to be submitted until the end of the grant period. Grantees must use the designated forms and/or systems made available by UOVC for performance reporting, which identify the information the grantees must collect and report as a condition of receiving funding under this award. Grantees (project director or proxy) of grant funding from UOVC shall, at UOVC's discretion, produce written and oral reports for the Utah Legislature or other entities on project progress and other information that pertains to the grant program.

3. Audit Reports. Grantees who expend more than \$500,000 in State and/or Federal funds during a financial fiscal year must have annual examinations in the form of audits. These audits will be submitted to UOVC with any Management Letters no less than one month after completion of the audit. Local governments have 180 days after the end of their fiscal year to complete their audits while all other grantees have nine months to complete their audit. The audit must conform to OMB Circular A-133 and must contain a schedule of financial assistance. During the audit process, either the grantee or the auditor will send UOVC a verification letter to confirm the amount of grant funds received.

4. Utilization and Payment of Funds. Funds awarded are to be expended ONLY for purposes and activities covered in the grantees approved budget. The grantee agrees to return all unexpended State funds provided hereunder to UOVC within thirty (30) days of termination of the grant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audits.

5. Expenses Not Allowable. Project funds may not be expended for items not part of the approved budget or separately approved by UOVC. UOVC will require a refund of grant monies for expenditures made without approval in the budget or by UOVC. Unallowable costs include, but are not limited to:

- Items not part of the approved budget or separately approved by UOVC
- Uses not approved or appropriated by the agency's legislative body
- Uses, payments, or expenses that are not within the scope of the agency's functions
- The purchase of land or real property
- Construction projects and physical modifications to buildings, including minor renovations
- Research projects (this does not include program assessments conducted only for internal improvement purposes)
- Food and beverage (*except* in circumstances where providing *emergency* food to a crime victim)
- The purchase of alcoholic beverages or entertainment of any kind
- The purchase of gifts or incentive awards of any kind
- Fundraising of any kind

6. Written Approval of Changes. Grantees must obtain prior written approval from UOVC for program changes. These include (a) changes of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget.

7. Termination of Aid. If through any cause the grantee shall fail to substantially fulfill in a timely and proper manner all its obligations, terms, covenants, conditions, or stipulations of the grant agreement, UOVC shall have the right to terminate the grant agreement or to suspend fund payments by giving written notice to the grantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action.

8. Inspection, Audit, and Monitoring: UOVC, the Utah State Auditors Office, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of grantees and contractors. The grantee understands and agrees that UOVC may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from monitoring required by the the terms of this award or other outstanding issues that arise in connection with audits, investigations, or reviews of the award.

9. Maintenance of Records. All financial and statistical records, supporting documents, and all other records pertinent to grants or contracts shall be retained for at least three years after completion of the project for purposes of State examinations and audits.

10. Third Party Participation. No contract or agreement may be entered into by the grantee for execution of project activities or provision of the services which are not incorporated in the approved proposal or approved in advance by UOVC. Any such arrangement shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the grant project and that the grantee shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project. UOVC shall be provided with a copy of all such contracts and agreements entered into by grantees.

11. Conflict of Interest. The grantee covenants that if it is a not-for-profit entity none of its officers, agents, members, or persons owning a "substantial interest" in the entity, is presently, nor during the life of this contract shall be, officers or employees of UOVC, provided that if such persons are or become officers or employees of UOVC they must disqualify this application and any future discussions concerning the entity making this application.

12. Project Director. There shall at all times during the life of the grant agreement be an individual appointed by the grantee as "Project Director". This individual will be responsible for program planning, operation and administration under the grant agreement. The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS).

13. Report to Governing Entity The grantee shall give two reports during the program year to the local, state, or non-profit governing entity (such as the city council, county commission, or board of directors) receiving the grant funds. The reports will include crime categories under which crime victims are served, types of services provided, and program accomplishments as described under contract “Record of Providing Effective Services”, in the quarterly progress report. Grant funded personnel shall participate in the report presentations. Completion of this requirement will be verified and reported in a quarterly progress report.

14. Obligation of Grant Funds: Grant funds may not be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

15. Personal Property: The grantee shall retain any non-expendable personal property acquired with grant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by UOVC grant funds. When there is no longer a need for the property to accomplish the purpose of the program, the grantee shall request property disposition instructions from the UOVC.

16. Project Income: All interest or other income earned by the grantee with respect to grant funds or as a result of conduct of the grant project (asset forfeitures, sale of publications, registration fees, services charges on fees, etc.) must be tracked. Interest on grant fund advancements must be returned to the UOVC by check payable to the Treasurer of the State of Utah. All other program income will remain with the project or be used to reduce project costs. Program income is subject to the same requirements as are the state grant monies.

17. Information Systems: With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software) produced under this grant will be made available to UOVC for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon request, to UOVC. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms,

file descriptions, report formats, program listings, and flow charts for the system and programs.

18. Sexual Assault Forensic Medical Exam: The State and grantees shall not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, and reimbursement for changes incurred on account of such an exam

19. Misuse of Award Funds: The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

20. Criminal Penalties: Whoever embezzles, willfully misapplies, steals or obtains by fraud or endeavors to embezzle, willfully misapply, steal or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the Administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to criminal penalties.

21. Nonprofit Organization Requirements: Any entity that is eligible for a grant based on its status as a nonprofit organization must be an organization that is described in section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of that Code. If you are applying for funds based on your status as a non-profit organization please provide evidence of your 501(c) (3) status with this application. All non-profit grantees of UOVC funding under this award are to make their financial statements available online (either on the grantee's or another publicly available website). UOVC will consider grantee organizations that have Federal 501 c (3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

22. Accommodations and Language Access: All grantees, and subgrantees at any tier, must ensure that individuals with disabilities and Deaf individuals and persons with limited English proficiency have meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services, language interpretation and translation services, or the purchase of adaptive equipment. Grantees, and subgrantees at any tier, proposing to use grant funds to create websites, videos and other materials must ensure that they

are accessible to persons with disabilities. All grant grantees are encouraged to allocate grant funds to support activities for these purposes.

23. High Risk Grantees: Based on UOVC's assessment of each grantee with regard to current and/or previous funding, unresolved audit issues, delinquent programmatic and fiscal reporting, and prior performance, a grantee may be designated "high risk." Awards to high-risk grantees may carry special conditions such as increased monitoring and/or prohibitions on drawing funds until certain requirements are met.

24. Finalization of Contract: The grantee shall submit the contract within 90 days of contract beginning date. Funds authorized through the Request for Proposal and final approval process may be null and void after the 90 day period.

25. Category Change: Grantee will plan and budget for equipment and supplies early in the grant project to ensure the full benefit of the purchase is received. Moving personnel, purchasing equipment and supplies, and requesting training funds during the last month of the grant may not be undertaken merely for the purpose of using available funds, as this does not support the purpose of the program.

26. Limitation on Use of Funds to Approved Activities: The grantee agrees that grant funds will be used only for the purposes described in the grantee's approved application.

26. Crime Victims' Rights Act: Grantee understands that the purpose of this grant is to provide financial assistance to organizations that serve victims of crime. Grantee understands that certain state laws exist setting a minimum level of rights for victims of crime. These state laws can be found at Utah Code Title 77, Chapter 37, Sections 1-5. Grantee further understands that all agencies who apply for and receive these grant funds must contractually agree to extend any and all rights and services that are required by law. This includes informing crime victims of remedies should their rights be violated. Grantee understands the legal rights extended to victims of crime and will train all relevant employees and volunteers in those rights. Grantee specifically agrees to comply with all victim rights laws.

27. Activities that compromise victim safety and recovery or undermine offender accountability: Because of the overall purpose of the program to enhance victim safety and offender accountability, grant funds may not be used to support activities that compromise victim safety and recovery. The following activities have been found to jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions:

- Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, relationship to the perpetrator, or the age and/or gender of their children;
- Procedures or policies that compromise the confidentiality of information and privacy of persons receiving UOVC funded services;
- Offering perpetrators the option of entering pre-trial diversion programs or placing batterers in anger management programs;
- Requiring mediation or counseling for couples as a systemic response to domestic violence or sexual assault, or in situations in which child sexual abuse is alleged;
- Requiring victims to report sexual assault, stalking, or domestic violence crimes to law enforcement or forcing victims to participate in criminal proceedings;
- Relying on court-mandated batterer intervention programs that do not use the coercive power of the criminal justice system to hold batterers accountable for their behavior; or
- Supporting policies or engaging in practices that impose restrictive conditions to be met by the victim in order to receive services (e.g., attending counseling, seeking an order of protection)

28. Confidentiality and Information Sharing: The grantee agrees to comply with the provisions of 34 U.S.C. § 12291 (b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

29. Publication Disclaimer: The grantee agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activates shall contain the following statement: “This project was supported in part by the Utah Office for Victims of Crime, awarded by the State of Utah. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Utah Office for Victims of Crime or the Utah Commission on Criminal and Juvenile Justice.”

30. Copyrighted Works: UOVC reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a recipient of this award and to authorize others to do so. In addition, the grantee (or contractor, or subcontractor of this award at any tier) must obtain advance written approval from the UOVC program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval,

before: 1) using award funds to purchase ownership of, or a license to use: a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof into a new work developed under this award.

31. Equal Opportunity Employment Plan: The grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if grantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the grantee, and may result in suspension of funding until such time as the grantee is in compliance, or termination of the award.

32. Demographic Data: The grantee assures that it will collect and maintain demographic information (e.g. race, sex, national origin, and age) of victims receiving assistance, where such information is voluntarily furnished by the victim.

33. Duplication of Funding: The grantee agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this UOVC award, and those award funds have been or are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this UOVC award, the sub-grantee will promptly notify, in writing, the grant manager for this UOVC award, and if so requested by UOVC, seek a budget amendment to eliminate any inappropriate duplication of funding.

34. Victim Services: The grantee assures that they will assist victims in seeking available crime victim compensation benefits; that they will provide services to victims of Federal crimes on the same basis as victims of State crimes; and that they will provide services, at no charge, through the grant funded project.

OFFICE FOR CIVIL RIGHTS CONDITIONS

1. Ensuring Access to Federally Assisted Programs: Recipients of financial assistance from the DOJ must adhere to federal laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits grantees from discriminating on the basis of age in the delivery of service or benefits.

The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity.

2. Enforcing Civil Rights Laws: All recipients of state financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination.

3. Providing Services to Limited English Proficiency (LEP) Individuals: In Compliance with the Department of Justice Executive Order 13166, the grantee shall take reasonable steps to provide limited English proficient (LEP) persons with meaningful access to all services, programs or activities conducted. The grantees shall have a comprehensive written plan in place that ensures that communications between their organization and the LEP person are not impaired. Said plan should include the following:

1. Self-assessment within an organization to ensure effective communication at all points of contact between grantees with limited-English proficiency and your agency and partners.
2. A policy statement which provides the purpose and expectations of the organization and its employees in providing:
 - a. Legal authorities & definitions;
 - b. Language identification & notification of language access;
 - c. Complaint process for in-person and telephonic interpreters;
 - d. Training for staff/volunteers/other personnel to be trained on the language access plan;
 - e. Notification of the availability of language access programs and activities to the public; and
 - f. Monitoring and compliance.

4. Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion: The DOJ regulation 28 C.F.R. pt. 38, updated in April 2016, prohibits all grantee organizations whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

5. Using Arrest and Conviction Records in Making Employment Decisions: Grantees should be mindful that the misuse of arrest or conviction records to screen either applications of employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination.

6. Complying With the Safe Streets Act: An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see C.F.R. §§ 42.204(c), 205(c)(5)).

RAPE CRISIS COUNSELOR MANDATE FOR THE STATE OF UTAH

(Applicable to Non-Profit, Rape Crisis Centers)

The Utah Office for Victims of Crime requires all non-profit organizations (501(c)3) receiving grant funding who provide rape crisis services to certify their compliance with the Confidential Communications for Sexual Assault Act, Utah State Judicial Code 77. All Sub grantee staff and volunteers who provide direct services to victims of sexual violence must complete 40 hours of training in assisting victims of sexual assault. Training to certify as a Rape Crisis Counselor must be provided by a Utah Rape Crisis Program or a State Sexual Assault Coalition.

**Confidential Communications for Sexual Assault Act
Utah State Judicial Code Section 77-38-201-204**

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE GRANTEE, I HEREBY CERTIFY THAT THE GRANTEE IS IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE (SIGN BELOW)

AUTHORIZED OFFICIAL SIGNATURE DATE

IF YOU ARE NOT CURRENTLY IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE, PLEASE CHECK THE BOX AND SUBMIT A LETTER REQUESTING A 90 DAY EXTENSION IN ORDER TO COMPLY.

PLEASE CHECK THIS BOX IF YOU ARE NOT A RAPE CRISIS COUNSELOR AND ARE NOT REQUIRED TO COMPLETE THIS TRAINING

PRIVILEGED COMMUNICATIONS WITH VICTIM ADVOCATES MANDATE

The Utah Office for Victims of Crime requires all non-profit and government organizations receiving grant funding who provide direct services to crime victims to certify their compliance with the [Privileged Communications with Victim Advocates Act](#). All subgrantee staff and volunteers who provide direct services to victims of crime must complete 40 hours of trauma-informed training in crisis response, the effects of crime and trauma on victims, victim advocacy services and ethics, informed consent, and this part regarding confidential communication. Training must be approved or provided by the Utah Office for Victims of Crime.

**Privileged Communications with Victim Advocates Act
Utah State Code of Criminal Procedure Section 77 38 401-405**

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE GRANTEE, I HEREBY CERTIFY THAT THE GRANTEE IS IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE (SIGN BELOW)

AUTHORIZED OFFICIAL SIGNATURE

DATE

IF YOU ARE NOT CURRENTLY IN COMPLIANCE WITH THE TRAINING MANDATE STATED ABOVE, PLEASE CHECK THE BOX AND SUBMIT A LETTER REQUESTING A 90 DAY EXTENSION IN ORDER TO COMPLY.

PLEASE CHECK THIS BOX IF YOU ARE NOT A VICTIM SERVICES ORGANIZATION AND ARE NOT REQUIRED TO COMPLETE THIS TRAINING

Signing

By signing your name, you are hereby declaring that you agree to the terms and conditions of the preceding document and assure that all the information provided herein is accurate.

AUTHORIZED OFFICIAL PRINT NAME TITLE

AUTHORIZED OFFICIAL SIGNATURE DATE



SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah

OFFICE FOR VICTIMS OF CRIME

GARY A. SCHELLER
Director, UOVC

Item 5.

Certification Regarding Lobbying

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Subrecipient’s request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit [Standard Form - LLL, “Disclosure of Lobbying Activities”](#) in accordance with its (and any DOJ awarding agency’s) instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

By signing your name, you are hereby declaring that you agree to the terms and conditions of the preceding document and assure that all the information provided herein is accurate.

NAME OF AGENCY

AUTHORIZED OFFICIAL PRINT NAME TITLE

AUTHORIZED OFFICIAL SIGNATURE DATE

U.S. Department of Justice
Office on Violence Against Women



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Typed Name of Authorized Representative _____ Title _____

Telephone Number _____

Signature of Authorized Representative _____ Date Signed _____

Agency Name _____



COMMISSION STAFF REPORT

MEETING DATE: Oct 3, 2024

ITEM TITLE, PRESENTER 2024 Utah Office of Tourism Grant Contract by Elaine Gizler, Economic Development and Visitor Services Director.

RECOMMENDATION: Business Action Item

SUMMARY: The Utah Office of Tourism from the Utah Cooperative Marketing Program awarded San Juan County, Utah \$212,500 toward San Juan County’s 2024 Marketing and Branding.

HISTORY/PAST ACTION. The Utah Office of Tourism has granted funding in the past, in 2023 the allocation was \$237,500, this current allocation is a \$25,000 decrease from last year.

FISCAL IMPACT: San Juan County will have to match the \$212,500 out of the 2024 Economic Development and Tourism Budget supported by Transient Room Taxes.



**STATE OF UTAH
UTAH OFFICE OF TOURISM
GRANT AGREEMENT
Utah Cooperative Marketing Program**

- 1. CONTRACTING PARTIES:** This Agreement is between the State of Utah, Governor’s Office of Economic Opportunity (“GOEO”), the Utah Office of Tourism (“UOT), referred to collectively as the “State”, and the following Grantee:

San Juan County Office of Economic Development & Visitor Services
117 South Main Street
Monticello, UT 84535

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

Legal Status of Grantee: Governmental Agency
Federal Tax ID: 87-6000305
Vendor #: 06866HL

The State and Grantee are sometimes referred to individually as “Party” or collectively as “Parties.”

- 2. GENERAL PURPOSE OF AGREEMENT:** The general purpose of this Agreement is to award grant funds pursuant to the Utah Cooperative Marketing Program (“Program”), as part of a public private partnership with Grantee. The goal of the Program is to leverage State and Grantee efforts to attract both in and out-of-state visitors to Utah to increase tourism expenditures.
- 3. AUTHORITY:** This Agreement is entered pursuant to the UOT’s authority under legislative appropriation. Terms used herein, but not defined, shall have the meanings set forth in the applicable State Code and Administrative Rule. The Board of Tourism Development has authorized Grantee to receive the Grant.
- 4. CONTRACT PERIOD:**
Effective Date: August 30, 2023
Termination Date: March 1, 2025.
- 5. CONTRACT AMOUNT:** State approves the following Grant amount: \$212,500.00
- 6. ATTACHMENTS INCORPORATED AND MADE PART OF THIS AGREEMENT:**
Attachment A – State of Utah Standard Terms and Conditions
Attachment B – Project Scope of Work
Attachment C – UOT Marketing Guidelines
- 7. INCORPORATION BY REFERENCE BUT NOT ATTACHED:** Grantee’s application made to the Program and all State and Federal governmental laws, regulations, or actions applicable to the grant or allocation authorized by this Agreement, including but not limited to Utah Code § 59-1-1406 (records retention, examination by Utah State Tax Commission), Utah Code Title 63J (state budgeting).



AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply in the administration of the Program and the performance of this Agreement.

8. **PAYMENT.** UOT shall disburse to Grantee 75% of the Board approved Grant amount upon receiving this fully executed Agreement and invoice from the Grantee. The remaining 25% of the Grant amount will be paid upon the completion of said project and submission of required reports and vendor invoices. UOT shall review submitted project reports and invoices within 5 business days.
9. **ENFORCEMENT, RECOUPMENT, AND COLLECTIONS.** Grant Funds not used by Grantee for Eligible Costs under the Program during the term of this project shall be returned to the State. In addition, if the Project as described in Attachments B and C is not completed by the Contract Termination Date, the State shall have the right to recover from Grantee any Grant Funds previously paid. The State of Utah may require repayment of the funds and pursue any other reasonable collection costs and attorney's fees, if in State's sole discretion, it determines that Grantee has violated a law or requirement pertaining to the funding, including the terms of this Agreement. Any misrepresentation or fraud made in connection with this agreement may result in criminal prosecution, civil liability, and/or other penalties.
10. **COMPLIANCE AND REPORTING.** Grantee shall:
 - a. Comply with the UOT Cooperative Marketing Guidelines (see Attachment C).
 - b. In the event of modifications due to funding, media availability, or any other circumstance resulting in any change of the approved project or any change of person(s) responsible for the project, provide UOT with a written summary of such changes immediately for approval before implementing requested changes.
 - c. Provide copies of planned marketing projects (e.g., copy of advertisement, mock-up of artwork, etc.) to UOT for approval prior to publication.
 - d. Provide to the State, or its designee, all project related vendor invoices as outlined in the guidelines and a summary report of how grant funds were spent and complied with the Program, in a manner and format specified by the State. The report and related documents shall be submitted in GOEO's Salesforce application portal within 90 days of completion of the project, but no later than the Contract Termination Date, or at other times as requested by the State in its sole discretion.
11. **RECORDS RETENTION AND AUDIT.** Grantee shall maintain records and documentation for all eligible costs and expenses under the Program and arising out of this agreement for at least seven (7) years from the date of the award and shall allow State personnel and any other designated federal government (if applicable) or third-party contractor personnel reasonable access to records and documentation in connection with the funding. All parties, including Grantee, who enter into contracts with GOEO, UOT and the State of Utah, acknowledge that they shall be subject to audit by either GOEO or the Office of the State Auditor. Grantee shall submit to audits as reasonably requested by the State or its designee(s).
12. **AUTHORITY AND REPRESENTATIONS.** The undersigned person is an authorized representative of the Grantee receiving the funds, and the representations and documentation provided in connection with the application and scope of work and this agreement are complete, true, and correct. Grantee attests that the representations made to the State in the project application continue to be true (or, if there have

been any material changes, the State has been advised of such changes and has agreed in writing to those changes).

13. PROVIDING NOTICE TO STATE: The State contact person for notice purposes is:

Name: Kevin Blomquist
Title: Grant Specialist
Address: 300 N State Street, Salt Lake City, UT 84114
Phone: (435) 899-9221 E-mail: kblomquist@utah.gov

14. MISCELLANEOUS. This Agreement may be signed in counterparts. This Agreement represents the entire agreement between the parties, and there are no verbal representations made outside of the written terms of this Agreement. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the Parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal contract binding on the Parties and enforceable in accordance with its terms. This Agreement is not fully executed until all Parties, including but not limited to the Utah Division of Finance, have signed this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates below.

STATE:
UTAH OFFICE OF TOURISM

GRANTEE:
SAN JUAN COUNTY OFFICE OF ECONOMIC
DEVELOPMENT & VISITOR SERVICES

Name: David M. Williams
Title: Associate Managing Director
Date:

Name:
Title:
Date:

**GOVERNOR'S OFFICE OF ECONOMIC
OPPORTUNITY**

Name:
Title:
Date:

**GOVERNOR'S OFFICE OF ECONOMIC
OPPORTUNITY**

Name:
Title:
Date:

**APPROVED BY:
DIVISION OF FINANCE**

Name:
Date:
Contract number: 240631830

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS
FOR GRANTS OR ALLOCATIONS**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Agreement”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 - b. **“Grant Money”** means money derived from funds appropriated under the State’s Utah Rural Jobs Act and paid or allocated to Grantee.
 - c. **“Grantee”** means the Real Estate Investment Grantee which is the recipient of Utah Rural Jobs Act Grant or Allocation Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, affiliates and partners.
 - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 - e. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Agreement providing the Grant Money.
 - f. **“Subcontractors”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s affiliates, agents, subcontractors hired by Grantee, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Agreement, including Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement 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 Agreement, Grantee and all acts performed under this Agreement will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Agreement. This includes documentation related to Grantee’s performance of the Agreement terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Agreement and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.
6. **INDEPENDENT CAPACITY:** In the performance of this Agreement, Grantee shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Agreement.
7. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee’s performance of this Contract to the extent caused by any intentional wrongful act or negligence of Grantee, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Grantee’s liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
8. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and

(v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

9. **AMENDMENTS:** This Agreement may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement even if listed elsewhere in this Agreement.
10. **TERMINATION:** Unless otherwise stated in Agreement above, then according to this Attachment's terms and conditions the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Agreement may give rise to for-cause termination.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Agreement may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the State's ability to pay under this Agreement. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **INSURANCE:** Grantee shall at all times during the term of this Agreement, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Grantee shall provide proof of the general liability insurance policy and other required insurance policies to the State within thirty (30) days of contract award. Grantee must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Agreement. Grantee's failure to maintain this insurance requirement for the term of this Agreement will be grounds for immediate termination of this Agreement.
13. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Agreement, workers' compensation insurance for all its employees, as well as any Subcontractors as required by law.
14. **PUBLIC INFORMATION:** Grantee agrees that this Agreement and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Agreement, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Agreement, related documents, or invoices. Grantee may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
15. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Agreement that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Agreement or in violation of the law, or paid in excess of what is actually owed.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money set forth in this Agreement. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Agreement.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Agreement; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom Grantee is liable. Upon termination or expiration of this Agreement and upon request by the State, Grantee will return all copies of Non-Public Information

to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEYS' FEES:** In the event the State files any judicial action to enforce its rights under this Agreement to collect amounts owed, then the State shall be entitled its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
24. **FORCE MAJEURE.** Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
25. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102, Contractor certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in that Code section. Contractor also agrees not to engage in either boycott for the duration of this contract. If Contractor does engage in such a boycott, it shall immediately provide written notification to the public entity party to this contract.

(Revision date: June 9, 2023)

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ATTACHMENT B: PROJECT SCOPE OF WORK

SCOPE OF WORK:

San Juan County relies on this Grant award as the main funding for the annual marketing to visitors. This grant provides much-needed financial resources to support the San Juan County marketing initiatives targeted at attracting visitors.

Further, the Grant allows San Juan County to showcase its public lands, educate visitors about “Recreating with Respect” and drive visitation to its lodging partners and dining establishments. Without this award, San Juan County would not be able to market, participate in IPW, FAM Tours, and many other opportunities for San Juan County.

PROJECT DELIVERABLES:

- Increased Transient Room Tax (“TRT”) revenue: The campaign's effectiveness will be assessed by monitoring the growth in TRT revenue, which indicates increased overnight stays and tourism spending in San Juan County.
- Local tourism destination visitation: The number of visitors to local tourism destinations, such as museums, landmarks, and outdoor attractions, will be tracked to evaluate the campaign's impact on attracting visitors to the region.
- Our marketing agency, Relic, will provide monthly reporting on digital and traditional tactics: Regular reporting will be conducted to assess the performance of various marketing tactics, including digital and traditional advertising channels. Key metrics such as website traffic, social media engagement, click-through rates, and impressions will be analyzed to gauge the campaign's reach and effectiveness.
- Tracking and analysis of advertisements: Each ad run as part of the campaign will be tracked and analyzed to gather insights on its performance. This data will refine and improve future campaigns, ensuring more targeted and impactful messaging.

By closely monitoring these metrics and regularly evaluating the campaign's impact, San Juan County aims to measure the success of the campaign accurately. This data-driven approach will inform future strategies and optimizations to maximize results and achieve the desired outcomes.

ATTACHMENT C – UOT MARKETING GUIDELINES



Traditional Cooperative Marketing Guidelines

Round 2023

What it is

Matching marketing money for your marketing campaigns available to non-profit, tourism-related organizations.

Mission

The mission of the Utah Cooperative Marketing Program is to leverage state and partner funding to attract visitors to increase tourism expenditures.

The Utah Cooperative Marketing Program was established in 2005 and has since successfully funded 944 applications totalling \$53,447,101 to local non-profit tourism organizations, extending the state's brand to \$106,894,202 in both in and out-of-state marketing dollars.

The co-op fund creates a partnership between the Utah Office of Tourism (UOT) and Utah's local destination marketing organizations, including convention and visitor bureaus, chambers of commerce, non-profit events and festivals, and regional tourism organizations, to increase visitor spending in the state through marketing. Applying for co-op dollars is a competitive process and includes identifying measurables that show a return on investment to the state. It is a matching fund of up to **\$250,000** per entity and applications are only accepted once per year. We are excited to help you fund your marketing project and see the tourism and economic gains you and your organization can provide to the residents of Utah.

Since 2020, the co-op program allows a portion of every application to include in-state marketing. If you are classified as a Destination Marketing Organization (DMO) you may apply **25% or \$50,000**, whichever amount is greater, of your application to in-state marketing efforts. All other types of eligible applicants may apply **15% or \$35,000**, whichever amount is greater, of your application to in-state marketing efforts.

We encourage joint applications as long as no individual contributor goes over the \$250,000 cap. Joint applications are also eligible for the in-state marketing options.



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New for Round 2023

Kelly Day Has Retired

After 34 years with the State of Utah, Kelly Day has retired as of December 2022. Kelly has been truly foundational to the co-op program and the partners that apply to it. Kelly's email address (kday@utah.gov) is not being closely monitored. Please direct all Round 2023 co-op inquiries to Kevin Blomquist, Grants Compliance Specialist at kblomquist@utah.gov

Salesforce Platform

The Utah Office of Tourism has transferred the application process of the Traditional Cooperative Marketing Program to Salesforce in alignment with the other grants offered by the Governor's Office of Economic Opportunity. The format of the application remains the same as years prior, the hosting platform and URL link to apply has changed. See the [How to Apply section](#) for more details and links.

In-State vs. Out-of-State Marketing

Since 2020, the co-op program allows a portion of every application to include in-state marketing. If you are classified as a Destination Marketing Organization (DMO) you may apply **25% or \$50,000**, whichever amount is greater, of your application to in-state marketing efforts. All other types of eligible applicants may apply **15% or \$35,000**, whichever amount is greater, of your application to in-state marketing efforts.

You will be required to identify the total amount of cooperative marketing dollars to be spent in-state versus out-of-state on your application and on your final report.

Forever Mighty®

Continuing from Round 2022, we have incorporated Forever Mighty® into our traditional co-op program. Demonstrating how you will apply the principles of Forever Mighty and responsible travel into your marketing efforts can result in up to 10 additional points towards your total application score.

To learn more about Forever Mighty, visit www.visitutah.com/forever and www.visitutah.com/prepare.

Multi-partnership Matching Funds

In accordance with the cooperative marketing program guidelines, no qualified entity may serve as a fiscal agent for a non-qualified entity. In multi-partnership applications, the applying qualified entity must match the largest partner contributor to the application.



Eligible Co-op Applicants

Cities, counties, non-profit destination marketing organizations (DMOs), and similar public entities (as outlined in the [legislation](#)) are eligible to apply.

Qualified applicants must be an organization exempt from Federal Income Tax under Section 501 of the Internal Revenue Service Code for a minimum of one year, in which a primary goal is to attract and retain additional visitors to Utah through tourism promotion, and meet at least one of the following organizational requirements:

- Be a DMO, Chamber of Commerce, Convention and Visitors Bureau, or a Regional Tourism Organization
- Be a Public Sector Organization such as an event, festival, association, attraction, recreation, or entertainment venue.

Additional Requirements

- No qualified entity may serve as a fiscal agent for a non-qualified entity.
- Co-op funds cannot be matched with other state dollars (i.e. legislative appropriation, other TMPF funds, or funds from other state or quasi-state agencies). All applicants will be required to identify the amount and source of their matching funds as well as any state support they are currently receiving and must be able to show matching funds that are not state-dollar related. **Please note:** The Utah Sports Commission annually receives 10% of funds appropriated to the Tourism Marketing Performance Account and is, therefore, not an eligible funding partner for your application.
- When submitting an application involving multiple partners, the largest financial contributor must be the primary contact on the application.
 - The qualified entity must match the largest partner contributor to the application.
 - Partnership applications count toward each entity's total cap.

Eligible Co-op Projects

With the Utah co-op program, you have the freedom to choose the type of marketing that works best for your area. All marketing projects funded with co-op dollars must contain either the [Utah-Life Elevated official logo](#) or the official [Forever Mighty logo](#) if you include responsible travel in your campaign. The most common campaigns include some or all of the following:

- Digital Media - PPC, email marketing, connected TV, banner ads, social media
- Print - Fliers, direct mail
- Broadcast Media - Spot and/or CableTV & radio
- Publications - Magazines, newspapers, guides, playlists
- Website - Design or redesign and launch, updates, native content & photography (hosting is not eligible)



- Out-of-Home - Static and/or video ads on gas station TV, digital displays in restaurants, bars and entertainment venues, static gas pump toppers, billboards, buses, posters
- Postage - Postage for new marketing reach only
- Conventions - Promoting attendance of the contention to visitors
- Research for effective marketing
- Registration for one or more staff and both space rentals for the following trade shows only:
 - Collinson Media Shows (Collaborate Marketplace, Connect Marketplace, Connect Assoc., Connect Sports, Rejuvenate Marketplace, Diversity Summit)
 - National Association of Sports Commissions Annual Convention
 - Helms Briscoe Annual Business Conference
 - ASAE
 - IMEX
 - Smart Meetings
 - Meetings Focus Live
 - TEAMS
 - SportsLink
 - National Tour Association
 - Go West Summit
 - American Bus Association
 - North American Journeys
 - IPW
 - MPI
 - TapDance
 - DMAI Destination Showcase
 - Cvent Convention
 - Springtime in the Park
 - Council of Engineering and Scientific Society Executives (CESSE)
 - RCMA
 - Conference Direct Show
 - Maritz Travel
 - Aimia
 - Meetings Industry Council
 - Small Market Meetings
 - Mountain Travel Symposium
 - Ski Tops
 - Florida Ski Council
 - Far West Ski Association
 - Crescent Ski Council
 - Paul Webber PRW Shows
 - Meetings Today
 - Destination West

Ineligible Co-op Projects

- Administrative costs (i.e. salaries, travel, food and beverages, lodging, gift/awards, web hosting, memberships, or entertainment for personal and/or volunteers of organizations, retainers)
- FAM Tours (i.e. travel, food and beverages, lodging, gifts/awards, or entertainment)
- Tangible personal property (i.e. office furnishings or equipment, a permanent collect or individual pieces of art, etc.)
- Interest, reduction of deficits or loans



- Scholarships, endowments, or cash awards of any description
- Direct funding to acquire, construct, extend, or maintain a facility
- Activities or materials which violate State or Federal laws
- Projects already in progress

How to Apply

The Utah Office of Tourism has transferred the application process of the Traditional Cooperative Marketing Program to Salesforce in alignment with the other grants offered by the [Governor's Office of Economic Opportunity](#) (GOEO). The format of the application remains the same as years prior, the hosting platform and URL link to apply have changed. The previous Simpleview Extranet URL link will not work and your username and password will not transfer over.

If you have previously applied for a grant with the Governor's Office of Economic Opportunity (Utah Outdoor Recreation Grant, Rural County Grant, etc.) use that login information to access the cooperative marketing program application. If you have not applied for a grant opportunity with GOEO before, select "New User?"

Access the new application portal by visiting the following link:

goed.my.salesforce-sites.com/econ

Application Review Process

1. UOT staff reviews all applications for compatibility with the co-op guidelines. UOT staff will score and determine the level of funding for applications requesting \$10,000 or less. Only one application per Federal Tax ID number is allowed in this category. Additional applications under \$10,000 from the same entity will be reviewed and scored by the co-op committee.
2. Co-op committee members will individually review and score the qualified applications requesting more than \$10,000. Applicants will be notified of and invited to participate in an oral interview with the co-op committee during the application review process.
3. Entities that receive substantial appropriations from the Utah State Legislature in the same year they are applying for matching co-op money are subject to additional review and consideration by the co-op committee to ensure proposals meet the intent of the program.
4. Applicants will be notified of the Board of Tourism Development's funding decision following the August board meeting. Details on the Utah Office of Tourism's board meeting dates and locations [can be found here](#).



Scoring Parameters

Applications must receive a score of 70 or higher by the majority of the committee members to be eligible for funding. Applications receiving an average score of less than 70 will not be considered for funding.

Scoring / Ranking

An objective review to score each application will be based on the following point system:

Project Design - 40 points

- Clearly defined goals and objective that are realistic - 20 points
- Ability to attract and/or target new markets or promote new products - 5 points
- Strong community support and involvement - 10 points
- Multi-county partnership application - 5 points

Accountability / Economic Impact - 60 points

- Expected revenue and positive economic impact generated - 15 points
- Reliable tracking mechanism - 15 points
- Reasonable cost/benefit ratio - 15 points
- Demonstrates one or more Forever Mighty ethics - 10 points
- Projects aimed at attracting more visitors during shoulder season - 5 points

Co-op Funding Policy

Regardless of the type of project funded, all applicants receiving funding from the Utah Office of Tourism are required to display the following on their website:

- Utah-Life Elevated logo linked to the UOT's official consumer website, www.visitutah.com

The UOT logo and link must be displayed in a reasonably prominent position for the duration of the co-op marketing project for which the funding was received.

The UOT will match 50% of the total project cost. Qualified entities may apply for a maximum of **\$250,000** in co-op funds. All matching funds contributed by a single entity count towards its \$250,000 limit. Multiple applications will be accepted by the same entity (for separate campaigns) that don't exceed the \$250,000 per entity cap.

Required match - The applicant must demonstrate that it can match its co-op request with non-state funds. In-kind gifts will be acknowledged, but are not considered as part of the match.



Letters of financial commitment must be signed by and submitted on the contributor's letterhead.

Guarantee of Funding

Please note that there is no guarantee that all applicants will be awarded funds. Even though a project may qualify, limited funds may not allow all projects to receive assistance. Any and all decisions regarding awarding of funds are at the discretion of the co-op committee, Board of Tourism Development, and the Utah Office of Tourism and are final.

The co-op committee reserves the right to adjust funding parameters in accordance with the number of proposals received and available funds. Greater consideration will be given to projects that demonstrate the highest potential for economic impact from visitors.

Payment and Reporting

A Memorandum of Understanding (MOU) will be issued to all recipients of co-op funding. Upon UOT's receipt of the signed MOU, it will be submitted for a contract number and will have an ending date of 90 days following the date entered in the application as the project ending date. The typical MOU/contract will last two years.

Payment on the award is made in two installments. For the initial payment, **75%** of the award amount will be paid no earlier than 120 days prior to the project start date as indicated in the application. The remaining 25% of the award will be issued when the applicant has successfully executed its program/campaign/event and completed the final report. All applicants must complete the final report form in the application portal within 90 days of completion of the project. Applicants who have failed to complete and submit their report within 90 days of completion of their project are not eligible to apply in future funding rounds until the report has been submitted. In the event an applicant cannot complete its project as approved, the applicant is required to notify the UOT staff immediately and submit proposed changes or modifications in writing as soon as possible.

Utah Logo Guidelines

All projects must utilize the state brand and have a call to action. All press releases pertaining to co-op projects must also include the state logo. The Cooperative Marketing Program is intended not only to market your project/event but also to extend the brand of the state. It is important that we work together to make certain that Utah's brand and logo are effectively used in all marketing materials. The use of the UOT logos must be in accordance with the [UOT Brand Guidelines](#) or [Forever Mighty Style Guide](#). **Drafts of all projects, events, campaign materials are required to be approved by UOT prior to print, distribution, public release,**



publication, etc. Please send drafts via email to Kevin Blomquist at kblomquist@utah.gov and allow a minimum of five (5) business days for approval. The UOT reserves the right to use co-op partner ads in its marketing materials.

As part of the logo approval process, the UOT and/or co-op marketing committee members reserve the right to deny co-op funding and the use of the Utah logo on marketing materials that may include inappropriate content or content that may portray Utah or Utahns in a negative way. The denied co-op funds and matching funds may be reallocated to other approved projects/materials included in the application for increased exposure. Should this not be feasible or acceptable to the applicant, the UOT will reduce funding for the project accordingly.

Digital Ads - Realizing that digital ads are usually too small to include the official Utah-Life Elevated logo, the UOT requires the Utah logo with a link to www.visitutah.com, or www.visitutah.com/forever if including Forever Mighty in your application, be included on the landing page linked to the digital ad. Nofollow links are not allowed. Screenshots of the landing pages linked to the digital ads are required for logo approval.

Billboards - Billboards must display the official Utah-Life Elevated logo or the Forever Mighty logo at a size that is clearly readable to the passing motorist. Applicants must also specify the location and dates of the billboard display.

Partner Logos - Logos of applicants and partners (including private businesses) must be declared in the application and approved by the UOT. Logos representing alcoholic beverages, tobacco products, and/or sexually-oriented products and services will not be permitted with the Utah logo.

Print and Publications - All print ads must contain either the Utah-Life Elevated logo or the Forever Mighty logo. Generally, the size of the Utah logo should be commensurate with the size of the applicant's logo but not less than 1.25" in length as is required in the [Utah-Life Elevated Logo Guidelines](#). Applicants must specify the newspaper/publication name, size of the ad, market reach, and anticipated issue dates.

TV Ads - The products must display the official Utah-Life Elevated logo or the Forever Mighty logo for a minimum of 5 seconds, typically just at the end of the ad. The logo must be clearly legible and prominently displayed. Generally, the size of the Utah logo should be commensurate with the size of the partner logo. Applicants must include market reach and frequency.

Radio Ads - Radio ads must constrain the credit line "produced in cooperation with the Utah Office of Tourism." The credit line should take 3 to 5 seconds to pronounce and must be clear and easy for the listener to hear. Applicants must also include market reach and frequency.



Booths - Booths purchased or constructed with co-op funds must display the official Utah-Life Elevated logo for a minimum of one year. The Utah logo should be in the top 1/3 of the booth and must be clearly legible to those walking down the aisle past the booth. Realizing that booths come in a wide variety of shapes and sizes, the UOT reserves the right to approve the use of the Utah logo on a case-by-case basis.

Websites and Website Content - Websites, as well as website content and articles, created or revised using co-op dollars must contain the official Utah-Life Elevated logo or Forever Mighty logo prominently displayed in a place the web visitor will likely view (homepage) for a minimum of one year. The Utah logo should also link to www.visitutah.com and Forever Mighty to www.visitutah.com/forever. Native content must also contain the official Utah-Life Elevated logo linked to www.visitutah.com. Co-op funds cannot be used for web hosting or general maintenance. Nofollow links are not allowed.

Helpful Hints

- Gather all required attachments so they are handy when filling out the application.
 - List of Board Members
 - Federal Tax Exemption
 - Project Budget, ROI and Co-op History (New Required Spreadsheet)
 - Financial audit/balance sheet
 - Letters of financial commitment
 - Letters of project support
- Save your application often.
- Do not submit until you are 100% complete as you can no longer make changes to your application once submitted.
- If you are awarded co-op money, please keep **all project-related invoices** in a separate folder as they are required in the final reporting process.

Important Dates for Round 2023

- Application Opens - May 30th, 2023 at 9:00 a.m. MT
- Application Deadline - June 29th, 2023 at 5:00 p.m. MT
- Oral Interviews - July 17th & 18th, 2023
- Awards Announced - August 11th, 2023

For additional information about the co-op program, please visit our website at [Traditional Co-op Marketing Program | Utah Office of Tourism Industry Website](#).



COMMISSION STAFF REPORT

MEETING DATE: October 3, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the Landfill Employee Recycling Incentive Program, Jed Tate, Landfill Manager

RECOMMENDATION: To Approve Previously Discussed Landfill Recycling Incentive Program that was Discussed in the September 19, 2023 Work Session

SUMMARY

We would like to have approval from the San Juan County Commissioners to start a Landfill Employee Recycling Incentive Program to begin in the year 2023 for all recycling that occurred in 2023 and to be a continued program in each year thereafter; to be paid the last payday of November of every year to ALL landfill employees.

The Landfill Employee Recycling Incentive Program consists of Landfill Employees picking and pulling recyclable metal from the refuse and garbage that is dropped at the landfill prior to coverage being placed on top of the garbage. Currently, employees, when they have time or notice recyclable metal in the garbage, will get off their equipment and pick-up what was noticed and place it in the recycling pile. This also requires employees to strip any plastic or casing from the metal. The program will be used as an extra incentive to employees and encourage them to pick and pull recyclable metals more frequently knowing that they too are rewarded for the extra effort.

We are proposing a 60/40 split with the employees. The County Landfill will retain 60% of the revenue received from the recyclable metal and the employees will receive 40% as an incentive bonus.

We have met with the County Clerk/Auditor's office and HR where they have indicated that they can process a bonus check for employees separate from their typical paycheck.

Employees will continue to be encouraged to follow OSHA 3348 guidance for the Identification and Control of Safety and Health Hazards in Metal Scrap Recycling.

Effectiveness of this program will help reduce the overall speed that we are filling up cells at the Landfill by removing those metal items that can be recycled instead of taking up room in our Landfill as well as a source to provide extra income to the operations of the Landfill.

HISTORY/PAST ACTION

Discussed in the September 19, 2023 Work Session.

FISCAL IMPACT

In the past two years, our recyclable revenue after paying the vendor for hauling off the recyclable metal is as follows:

Mixed Metals 309.85 tons = \$24,788.00 (received 08/30/22)

Mixed Metals 202.56 tons = \$16,204.80 (received 03/08/23)

Copper 3376.15 lbs = \$13,572.14 (received 12/01/22)

Copper 1130.64 lbs = \$ 4,409.50 (received 05/04/23)

Had this program been in place in the beginning of 2023, the incentive split would have been \$12,368.58 to the County and \$8,245.72 to the employees for a total bonus of \$2,061.43 for four employees.

For the recycling that took place in 2022, it would be hard to analyze the split where it was a combination of multiple years where we had not been sending our metal recyclables to a recycling center.



COMMISSION STAFF REPORT

MEETING DATE: October 3, 2023

ITEM TITLE, PRESENTER: Perkins Crossing Engineering Proposal, TJ Adair, Road Superintendent

RECOMMENDATION: Approval

SUMMARY

San Juan County Road Department would like to explore the possibility of improving the low water crossing located on County Road 347 – Bug Point, better known as Perkins Crossing. The crossing has a significant flow and becomes impassible to the public.

San Juan County Road Department will receive funds from the Transportation District for the project. The Road Department will provide labor as the in-kind match.

Jones and Demille Engineering has submitted a proposal for a Topographic Survey and Preliminary Design Investigation.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

Labor is already in the approved budget. Transportation will reimburse expenses for engineering and execution of the project.

Engineering proposal is \$8,300.00 for Surveying Services and Preliminary Design Investigation.



**Jones & DeMille
Engineering**

www.jonesanddemille.com | 800.748.5275

September 15, 2023

Todd Adair
PO Box 188
881 East Center St
Monticello, Utah 84535

RE: PERKINS CROSSING TOPOGRAPHIC SURVEY AND PRELIMINARY DESIGN INVESTIGATION

Dear Todd,

We appreciate the opportunity to provide a proposal for the above-referenced project.

Jones & DeMille Engineering (JDE) has the necessary resources and expertise to complete this important project. The proposed scope of work and associated schedule and fees are as follows:

SCOPE OF WORK

Preliminary Design Investigation

The proposed scope of work for preliminary design investigation is as follows:

- Hydrologic research to estimate expected flows at Perkins crossing.
- Determine potential methods and solutions for crossing.
- Investigate feasibility of potential methods and solutions for crossing as indicated below.
 - Installing multiplate structure at location of existing LWC.
 - Installing concrete arch structure at location of existing LWC.
 - Installing girder bridge at location of existing LWC.
 - Adjusting road alignment and considering each of (3) listed methods above.
 - Raising level of LWC.
- Determine most sustainable method to be fully designed (It is intended that once the most sustainable method is determined, the contract will be amended to include full design of selected method).
- Coordination with suppliers.

Assumptions and Limitations:

1. This proposal does not include production of documents for construction.

Surveying Services

The proposed scope of work for surveying services is as follows:

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200A
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 107/109
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

- Set project control points.
- Perform topographic survey of Perkins Crossing.
- Create existing conditions drawing.

Assumptions and Limitations:

1. It is assumed all the items listed above will be completed one (1) time. Any re-staking of items will be subject to additional charges.
2. This work does not include addressing any boundary discrepancies discovered during the course of the survey, including but not limited to meetings, additional parcel descriptions, exhibits, easements and right-of-way preparation.
3. This proposal does not include conducting a boundary survey.
4. This estimate does not include construction staking.

SCHEDULE

JDE will work to complete the above scope of work in a reasonable, timely manner according to the project and funding needs. An earnest effort will be made to complete the services within the owner’s time constraints.

FEES

The foregoing scope of work for surveying services can be completed according to the following fee schedule:

Surveying Services	Lump Sum	\$2,700
Preliminary Design Investigation	Lump Sum	\$5,600
	Total	\$8,300

CLOSURE

We appreciate and look forward to the opportunity to work on this important project. Our team has the proven capabilities to complete this work in a timely and efficient manner. We look forward to helping you shape the quality of life of those you serve. Please review this proposal and let us know if there are any questions or concerns.

Sincerely,

JONES & DeMILLE ENGINEERING, INC.

Tyler Nielson, PLS
Survey Project Manager





COMMISSION STAFF REPORT

MEETING DATE: October 3, 2023

ITEM TITLE, PRESENTER: Acquire sander from Blanding City, TJ Adair, Road Superintendent

RECOMMENDATION: Approval

SUMMARY

Blanding City currently has a used sander they would like to trade with San Juan County Road Department.

If approved, Blanding City would like to have San Juan County Road Department provide brush removal at the Blanding Airport for 2023 and 2024. Additionally, the Road Department will provide four (4) cement barriers at the Blanding Justice Court and two (2) cement barriers at the Blanding Airport.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

San Juan County Road Department would provide labor and materials equivalent to \$7,500.00 and are in the current budget. A similar sander to the one offered by Blanding City is valued at \$7,500.00.

1999 Smith Spreaders SSV10CH Spreader

Item 9.


\$7,500 USD

📍 Located in Lebanon, ME, US

Seller Information

[Abbott Equipment Sales](#)

998 Carl Broggi Hwy
Lebanon, ME 04027
United States
☎ +18555957313

 Notes



Year	1999
Category	Sand / Salt Spreaders
Manufacturer	Smith Spreaders
Model	SSV10CH
Condition	Used
Stock Number	2750
MLS Number	11845405

1999 Smith SSV10CH 8 Yard Spreader



COMMISSION STAFF REPORT

MEETING DATE: October 3, 2023

ITEM TITLE, PRESENTER: Continued Library Services and Technology Act Hotspot Grant 2023-2024, Nicole Perkins, Library Director

RECOMMENDATION: Approve

SUMMARY

Grant would reimburse up to a maximum of \$3021.00 to finance 33% of eligible hotspot service and filtering.

HISTORY/PAST ACTION

Approved

FISCAL IMPACT

Save the Library budget up to \$3021.48 on cost of service from 10-01-2023 to 09-30-2024 for eligible hotspots the Library System allows patrons to check out for



STATE OF UTAH CONTRACT

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

San Juan County Library System

25 W 300 S

Blanding, Utah

84511-3829

Contact Person: Nicole Perkins

Phone Number: (435) 678-2335

Email: nperkins@sanjuancounty.org

Vendor ID #: 06866HK

Commodity Code # 99999

LEGAL STATUS OF
GRANTEE

() Sole Proprietor

() Non-Profit Corporation

() For-Profit Corporation

(X) Government Agency

2. GENERAL PURPOSE OF CONTRACT: To fund LSTA Hot to Trot[spot] Grant Projects, in accordance with the provisions of Utah Code Annotated, 1953, as amended, Section 9-7-201 (3), Section 9-7-205 (1) (f) and 9-7-205 (2). Project will be completed by GRANTEE as outlined in Grant Application and in accordance with Scope of Work as outlined.
3. PROCUREMENT: This contract is entered into as the result of the procurement process on RX# N/A, FY N/A, Bid #N/A, a pre-approved sole source authorization (from the Division of Purchasing) SS# N/A, or other method: USL LSTA Hot to Trot[spot] Grant Project.
4. CONTRACT PERIOD: Effective Date: **10/01/2023** Termination Date: **09/30/2024**, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A. This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by **10/13/2023**.
5. CONTRACT COSTS: GRANTEE will be paid a **maximum** of **\$ 3021.48** for costs authorized by this contract. Prompt Payment Discount (if any): N/A. Additional information regarding costs: N/A.
6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:
Attachment A – Standard Terms & Conditions for Grants
Attachment B – Scope of Work and Special Provisions
Attachment C – Federal Assurances

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

- Grant Application
- Interim Reports
- Final Report

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

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

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

GRANTEE

STATE

Director, Manager or Authorized Signatory

Director, State Library Division

Financial Officer

N/A Grant
Director, Division of Purchasing

Date

Director, Division of Finance

Agency Contact for questions during the contract process.

Rachel Cook
Agency Contact

801-715-6722
Phone Number

801-715-6767
Fax Number

rcook@utah.gov
Email

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Contract"** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
 - c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional of information that must be kept non-public under federal and state laws.
 - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **"Grant Money"** means money derived from state fees or tax revenues that is owned, held, or administered by the State.
 - g. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to State the following accounting for all Grant Money received by the Grantee, at least annually, and no later than 60 days after all of the Grant Money is spent:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
 - b. a final written itemized report when all the Grant Money is spent.
 - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.
5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.
6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the State.
7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
8. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of

the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible. Such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
13. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
14. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.
15. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If non-public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any

third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of public Information.

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

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

19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
25. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
28. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 30 March 2016)

ATTACHMENT B

SCOPE OF WORK AND SPECIAL PROVISIONS

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

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required GRANTEE initials and/or signatures by 10/13/2023.** Any exceptions must be arranged in writing via email to Faye Fischer, Contracts/Grants Analyst for USL at ffischer@utah.gov.
2. The effective dates of Contract shall be from **10/01/2023** through **09/30/2024**, unless terminated sooner in accordance with the terms and conditions herein.
3. The amount payable to GRANTEE by USL for the performance of activities outlined in this Agreement shall not exceed **\$3021.48**.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures. Advanced funds that are not used upon termination must be returned to USL within 30 days of termination date.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

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

GRANTEE Contact: Nicole Perkins, nperkins@sanjuancounty.org, (435) 678-2335
6. The Catalog of Federal Domestic Assistance lists the ARPA grant program number as CFDA #45.310.

SCOPE OF WORK

1. Library Services and Technology Act (LSTA) funds will be used to finance 33% of hotspot service and filtering, to continue the Hot to Trot[spot] project that was completed Fall of 2020. Approved projects will be required to follow State and Federal guidelines in regards to procurement, expenditure of funds, and reporting standards.
2. The Project Director must create a separate cost center for sub-award (LSTA) funds. LSTA funds may not be placed in an interest-bearing account.
3. The Project Director must set up an accounting system to track expenditures of LSTA, matching, and in-kind funds or services.
4. The GRANTEE must retain electronic copies of all invoices during the grant period. Copies must be complete and legible and be available for submission upon request.
5. The Project Director must read the Grant Administrative Guidelines within one (1) month of the start of the grant period.
6. The Project Director must retain all documentation (either in paper or electronic format) related to the grant project for three (3) years after the completion of the grant.
7. If the Project Director or Financial Officer cannot fulfill their duties through the completion of the grant, the USL Contact must be informed within seven (7) working days.
8. *Any funds not expended by 09/30/2024, as outlined in Grant Application and final Grant Funding, will be reimbursed to USL by 10/15/2024.*
9. Final Report (including final budget information) is due to USL on or before **10/15/2024**.
10. Funds may be requested for reimbursement by emailing Rachel Cook (rcook@utah.gov) a copy of the hotspot service invoice, along with proof of payment for missing devices.

SPECIAL CONDITIONS:

1. GRANTEE will ensure that The Institute for Museums and Library Services 2016 Grants to States Award Guidance is followed in relevant part regarding where Utah State Library and subgrantees "... must acknowledge IMLS in all related publications and activities supported with your grant money. An example acknowledgement

would read: "This program was funded in part with a grant from the Institute of Museum and Library Services which administer the Library Services and Technology Act." IMLS provides a kit with suggestions and materials to help subgrantees publicize grant activities at <http://www.imls.gov/recipients/grantee.aspx>." The IMLS website includes the IMLS logo available to download and use in published materials where appropriate.

2. GRANTEE will ensure that The Utah State Library Division, Department of Cultural and Community Engagement, is also acknowledged in all related publications and activities supported with LSTA grant funds. An example acknowledgement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Cultural and Community Engagement." A combined acknowledgement statement may read: "This program was funded in part through a grant from Utah State Library Division, Department of Cultural and Community Engagement, and from the Institute of Museum and Library Services which administers a portion of the Library Services and Technology Act."
3. GRANTEE is required to complete a final report and reimbursement requests. Failure to submit reports and appropriate reimbursement information will jeopardize future grant awards.

SPECIAL PROVISIONS:

1. USL will reimburse GRANTEE their portion of the LSTA funds for this project up to the total of the Grant amount of \$3021.48 upon receipt of invoices submitted in the grant portal: <https://cce.my.salesforce-sites.com/us/>.

OTHER INFORMATION:

Grant Administrative Guidelines can be found at https://drive.google.com/file/d/11izQsXB3Dv_LrjLhuNe26E0YMbh4Kwu_/view.

ATTACHMENT C
FEDERAL ASSURANCES AND CERTIFICATIONS

These pages are required by the Institute of Museum and Library Services (IMLS), the federal agency that oversees LSTA funding.

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

Nondiscrimination The authorized representative, on behalf of the applicant, certifies that the applicant will comply with the following nondiscrimination statutes and their implementing regulations:

1. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 et seq.), which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Exec. Order No. 13166, the applicant must take reasonable steps to ensure that limited English proficient (LEP) persons have meaningful access to the applicant’s programs (see IMLS guidance at 68 Federal Register 17679, April 10, 2003));
2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq., including § 794), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R. part 1181 in determining compliance with Section 504 as it applies to recipients of Federal assistance);
3. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681– 1689), which prohibits discrimination on the basis of sex in education programs;
4. The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age; and
5. The requirements of any other nondiscrimination statute(s) which may apply to the application.

Debarment and Suspension The applicant will comply with 2 C.F.R. part 3185 and 2 C.F.R. part 180, as applicable.

The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that neither the applicant nor any of its principals for the Five-Year Plan:

1. are presently excluded or disqualified;
2. have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;
3. are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
4. have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, the authorized representative, on behalf of the applicant, shall attach an explanation to the application. The applicant, as a primary tier participant, is required to comply with 2 C.F.R. part 180 (Subpart C) (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The applicant is also required to communicate the requirement to comply with 2 C.F.R. part 180 (Subpart C) (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters

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

Prohibitions Against Lobbying, Publicity, and Propaganda In accordance with Federal appropriations law, no IMLS funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government. No IMLS funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.

Certification Regarding Lobbying Activities

(Applies to Applicants Requesting Funds in Excess of \$100,000) (31 U.S.C. § 1352)

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as 5 provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The authorized representative shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Trafficking in Persons The authorized representative, on behalf of the applicant,

certifies, as a condition of the award, that the applicant will comply with the trafficking in persons requirements that are set out below.

The applicant must comply with Federal law pertaining to trafficking in persons. Under 22 U.S.C. §7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency under which funds are to be provided to a private entity shall include a condition that authorizes the Federal agency (IMLS) to terminate the grant, contract, or cooperative agreement, or take other authorized actions, if the grantee or any applicant, or the contractor or any subcontractor, engages in, or uses labor recruiters, brokers, or other agents who engage in trafficking in persons, the procurement of a commercial sex act, the use of forced labor, or acts that directly support or advance trafficking in persons. 2 C.F.R. part 175 requires IMLS to include the following award term, which is made a part of these General Terms and Conditions:

a. Provisions applicable to a recipient that is a private entity.

1. The applicant, as the recipient, its employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. IMLS as the Federal awarding agency may unilaterally terminate this award, without penalty, if the APPLICANT or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to the APPLICANT or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Chapter XXXI, part 3185.

b. Provision applicable to a recipient other than a private entity. IMLS as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 3185.

c. Provisions applicable to any recipient.

1. The applicant must inform IMLS immediately of any information the applicant receives from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. IMLS's right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. §7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. The applicant must include the requirements of paragraph a.1 of this award term in any subaward the applicant makes to a private entity.
- d. Definitions. For purposes of this award term:
1. "Employee" means either:
 - i. An individual employed by the applicant or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by the APPLICANT including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes: A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b). 14 B. A for-profit organization.
 - iii. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

Internet Safety Certification

Internet Safety Pursuant to 20 U.S.C. § 9134(b)(7), the authorized representative, on behalf of the applicant, provides assurance that the applicant will comply with 20 U.S.C. § 9134(f), which sets out standards relating to Internet Safety for public libraries and public elementary school and secondary school libraries that do not receive services at discount rates under § 254(h)(6) 2 of 47 U.S.C., and for which IMLS State Program funds are used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet. Each applicant must assure IMLS that no funds made available under the Grants to States Program for a public library or public elementary or secondary school library that does not receive E-rate services may be used to purchase computers used to access the Internet, or to pay for the direct costs of accessing the Internet, unless the library has certified compliance with the applicable CIPA requirements. See links to Children's Internet Protection Act (CIPA) in *Appendix F- Definitions of Federal Assurance Terms*.

Acknowledging IMLS

All materials publicizing or resulting from grant activities must contain an acknowledgement of IMLS support, unless IMLS advises otherwise. This includes invitations, brochures, and signage; audio/video programming for radio, television, or web broadcast; and websites, social media, PowerPoint presentations, and e-mail announcements. (See Grantee Communications Kit, available at www.ims.gov, for specific guidance).

The type of recognition varies according to the type of activity. Please use the following guidelines for acknowledgement:

- Written materials must include a credit line indicating IMLS as a source of support;
- Graphic items such as posters or brochures should include the IMLS logo (see [Grantee Communications Kit](#), available at www.ims.gov) displayed in accordance with the [Logo Standards Guide](#);
- Online products, digital publications, and websites should include links to the IMLS website, www.ims.gov;
- Audio/video broadcasts must include a tagline indicating IMLS as a source of support. Video broadcasts should display the IMLS logo.

In materials that contain or present substantive project content, such as an exhibition, article, catalogue, or other publication, video documentary, or online exhibition or website, the acknowledgement must also include the following statement:

“The views, findings, conclusions or recommendations expressed in this (publication) (program) (exhibition) (website) (article) do not necessarily represent those of the Institute of Museum and Library Services.”

If you have any question about whether your product requires this statement, contact the IMLS Office of Communications.

Acknowledgement of Federal Support

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving IMLS appropriated funding, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. Percentage and dollar amount of the total costs of the project or program that will be financed by non- governmental sources.

DEFINITIONS OF FEDERAL ASSURANCE TERMS

Covered Transaction

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

Debarment

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

Debarment and Suspension

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

Ineligible

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

Lobbying Activities

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

Lower Tier Covered Transaction

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

Participants

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

Person

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

Primary Covered Transaction

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

Principal

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

Suspension

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

Voluntarily Excluded

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

CHILDREN'S INTERNET PROTECTION ACT CERTIFICATION (CIPA)

- [Children's Internet Protection Act \(CIPA\) 47 CFR 54.520](https://www.govinfo.gov/app/details/CFR-2021-title47-vol3/CFR-2021-title47-vol3-sec54-520)
https://www.govinfo.gov/app/details/CFR-2021-title47-vol3/CFR-2021-title47-vol3-sec54-520\
- [Internet Safety 20 USC §9134 \(f\)\(1\)](http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title20-section9134&num=0&edition=prelim)
http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title20-section9134&num=0&edition=prelim
- [Internet and online access policy required UCA 9-7-215](https://le.utah.gov/xcode/Title9/Chapter7/9-7-S215.html)
https://le.utah.gov/xcode/Title9/Chapter7/9-7-S215.html

**Independent Contractor Agreement
between
San Juan County, Utah
and
Peggy Scott**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Peggy Scott (hereinafter "Contractor"). This agreement will become effective on September 1, 2023 and will continue in effect until such time as the service for which Contractor was hired per this Agreement has been completed or November 15, 2024.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

- 2.01. Contractor agrees to act as a translation advisor for the Navajo language/election liaison contractors within San Juan County.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.
- 2.03. Contractor will determine the method, detail, and means of performing the above-described services.
- 2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.
- 2.05. Contractor is responsible for paying, when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor's failure to comply with this provision.

ARTICLE 3: COMPENSATION

- 3.01. As compensation for the services rendered by the Contractor under this Agreement, the County shall pay Contractor the rate of \$100 (One Hundred Dollars and No/100) per hour until the completion of the services as per this Agreement.
- 3.02. Contractor shall be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

ARTICLE 4: TRAVEL

4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses. These include mileage at 0.655 cents per mile, reasonable lodging, and meals at the County per diem rate, breakfast-\$13, lunch-\$15, & dinner-\$26. These expenses are reimbursed as needed and approved by County Clerk/Auditor.

ARTICLE 5: GENERAL PROVISIONS

5.01. Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by the County and contains all the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

5.02. Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by the party to be charged.

5.03. Separability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

5.05. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this 20th day of September 2023.

Contractor

San Juan County

Peggy F. Scott

Bruce Adams, Commission Chair

Attested by:

Lyman W. Duncan, County Clerk/Auditor

**Independent Contractor Agreement
between
San Juan County, Utah
and
Liaison – Elsie Dee**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Elsie Dee (hereinafter "Contractor"). This agreement will become effective on October 3, 2023, and will continue in effect until December 31, 2023 or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY
CONTRACTOR**

2.01. Contractor agrees to act as an election liaison within San Juan County.

2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

2.05. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor's failure to comply with this provision.

ARTICLE 3: COMPENSATION

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor: \$100 for early voting sites, \$300 for General Election Day language services, and \$0.665 per mile for mileage, and \$15

lunch per diem as per this Agreement.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

ARTICLE 4: TRAVEL

4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor will be reimbursed 0.665 per mile as directed by County Clerk. Unauthorized traveling will not be reimbursed and the Contractor will be responsible for those expenses.

ARTICLE 5: GENERAL PROVISIONS

5.01. Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by the County and contains all the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

5.02. Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by the party to be charged.

5.03. Separability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

5.05. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this _____day of October 2023.

Contractor

San Juan County

Elsie Dee

Bruce Adams, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor

Independent Contractor Agreement
between
San Juan County, Utah
and
Liaison – Bernice Lefthand

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Bernice Lefthand (hereinafter "Contractor"). This agreement will become effective on October 3, 2023 and will continue in effect until December 31, 2023 or of such time as the service for which Contractor was hired per this Agreement has been completed.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to act as an election liaison within San Juan County.

2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

2.05. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor's failure to comply with this provision.

ARTICLE 3: COMPENSATION

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor: \$100 per day for early voting sites, \$300 for General Election Day language services, and \$0.665 per mile for mileage, and a \$15 lunch per diem as per this Agreement.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

ARTICLE 4: TRAVEL

4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to travel. Mileage will be reimbursed at 0.665 per mile. Unauthorized travel will not be reimbursed, and the Contractor will be responsible for those expenses.

ARTICLE 5: GENERAL PROVISIONS

5.01. Entire Agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor by the County and contains all the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

5.02. Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by the party to be charged.

5.03. Separability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

5.05. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this _____ day of October 2023.

Contractor

San Juan County

Bernice Lefthand

Bruce Adams, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor



COMMISSION STAFF REPORT

MEETING DATE: October 3, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of an Application for Overnight Accommodations Overlay District for 33 East Merriam Court. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Approve the Overnight Accommodation Overlay District

SUMMARY

On September 28, 2023, the Planning Commission held a Public Hearing and approved and recommended that the Overnight Accommodations Overlay District for the property located at 33 E Merriam Ct. which is located on 1.01 acres in the Highway Commercial Zone in Spanish Valley be applied.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

N/A

Application for Overnight Accommodations Overlay – San Juan County

33 E Merriam Ct. Moab, UT

Tax ID #000780000120

Owners: Morgan & Koi Cook

33 E Merriam Ct. is located on 1.01 acres in the Highway Commercial Zone in San Juan County. We currently live in the 4,774 sqft home on the property as our primary residence. We are applying for the Overnight Accommodations Overlay for the following:

1. Basement Nightly Rental

The unfinished basement is only accessible through the garage. There is currently a door from the garage that leads to the backyard. We plan to build a wall inside of the garage to make a private basement access through the outside garage door, while having a second door to the inside of the garage so it is still accessible from the upstairs portion of the house. We will add plumbing, 4 or 5 mini split units, water heater, ejector pump, and update the electrical panel. The basement will have a kitchen, living room, informal dining room, recreation room, 3 bedrooms, and 2 bathrooms. Our floor plan for the basement is included below.

2. Upstairs Nightly Rental

When we move out of the property (several years from now – we just need to get approval now), we would like to use the upstairs and downstairs as one nightly rental by unlocking the door from the garage to the downstairs. The upstairs has 4 bedrooms, 2 bathrooms, living room, dining room, family room, laundry, and storage room.

3. 2 Additional Nightly Rental Units

Over the next few years, we would like to subdivide the 1-acre lot into 3 lots. We would keep the existing house on one lot and build one nightly rental unit on each of the other lots.

We would like to carry out this plan in phases. Phase 1 is top priority right now; phases 2-4 will occur over the next several years.

Phase 1: Finish the basement and start renting it out.

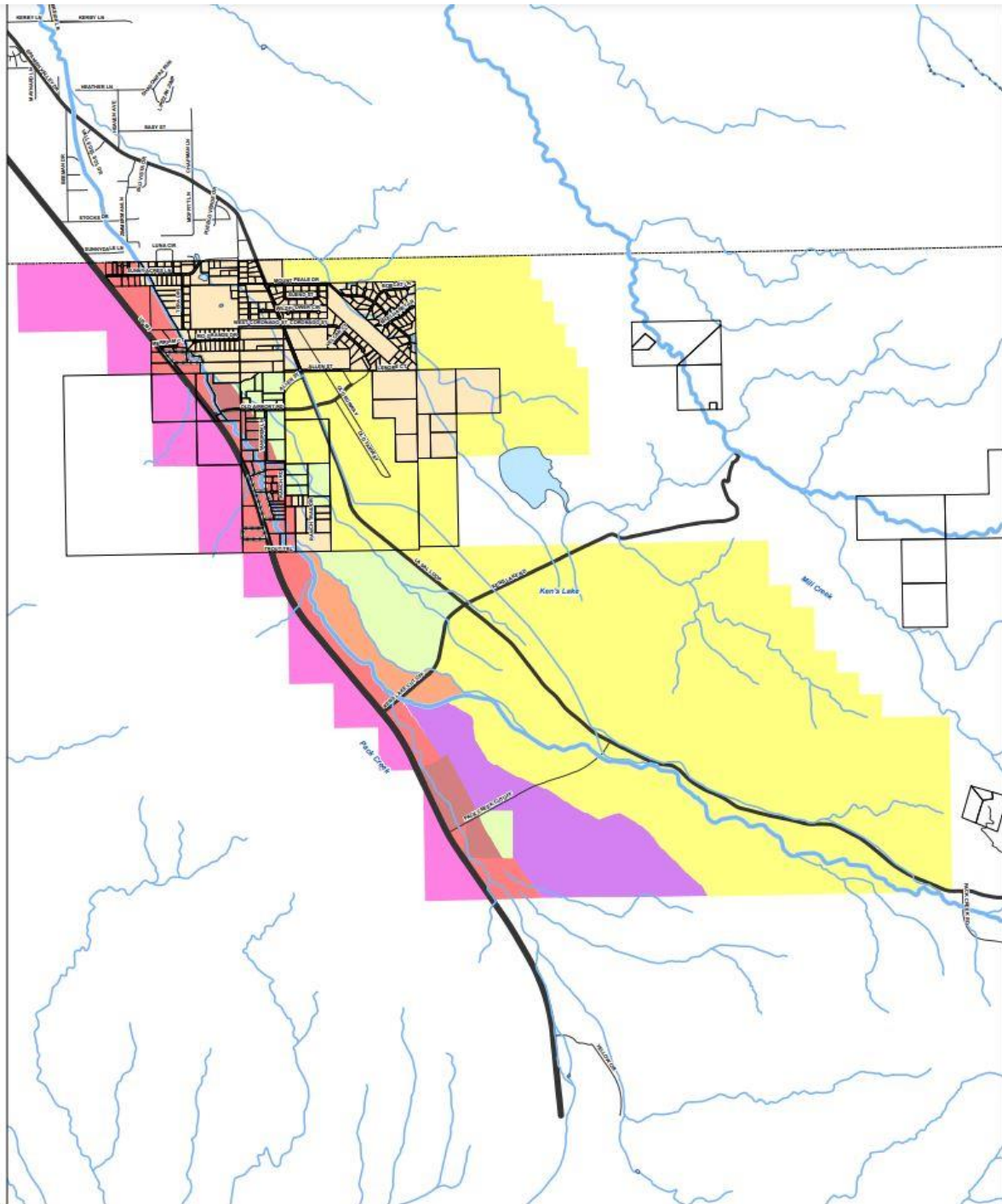
Phase 2: Subdivide the land and build one nightly rental unit on the second lot.

Phase 3: After we move out of the upstairs, rent out the whole house.

Phase 4: Build nightly rental unit on 3rd lot.

We had a meeting with UDOT and they informed us that we will not need a traffic study, as long as there are 7 or fewer dwellings in our subdivision. The order of the phases listed above keeps it within those 7 units (there are currently 4 other houses in the cul-de-sac in addition to ours). If you need verification from UDOT, they said they would be happy to send an email.

San Juan County Zoning Map:

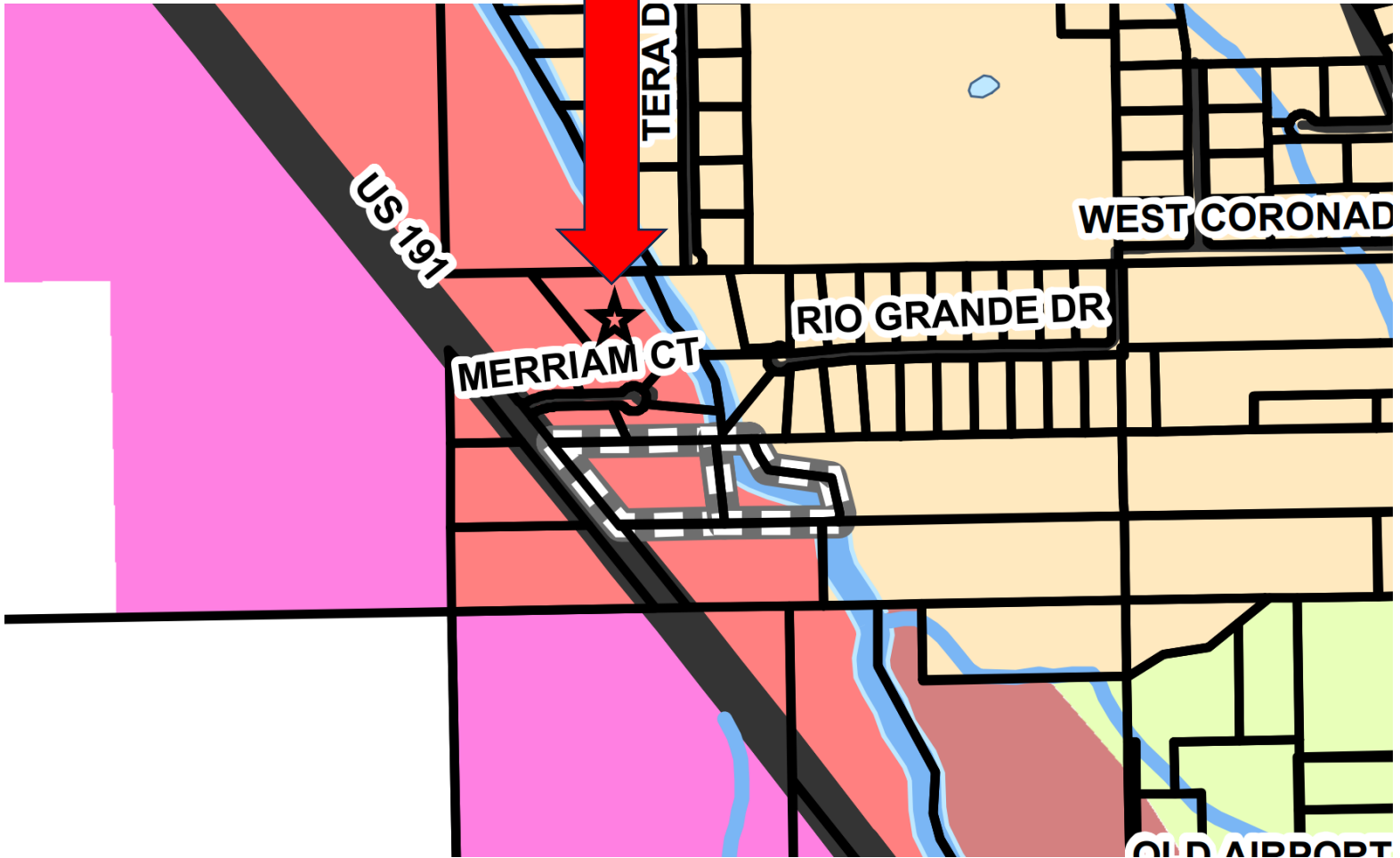


Amended 2021

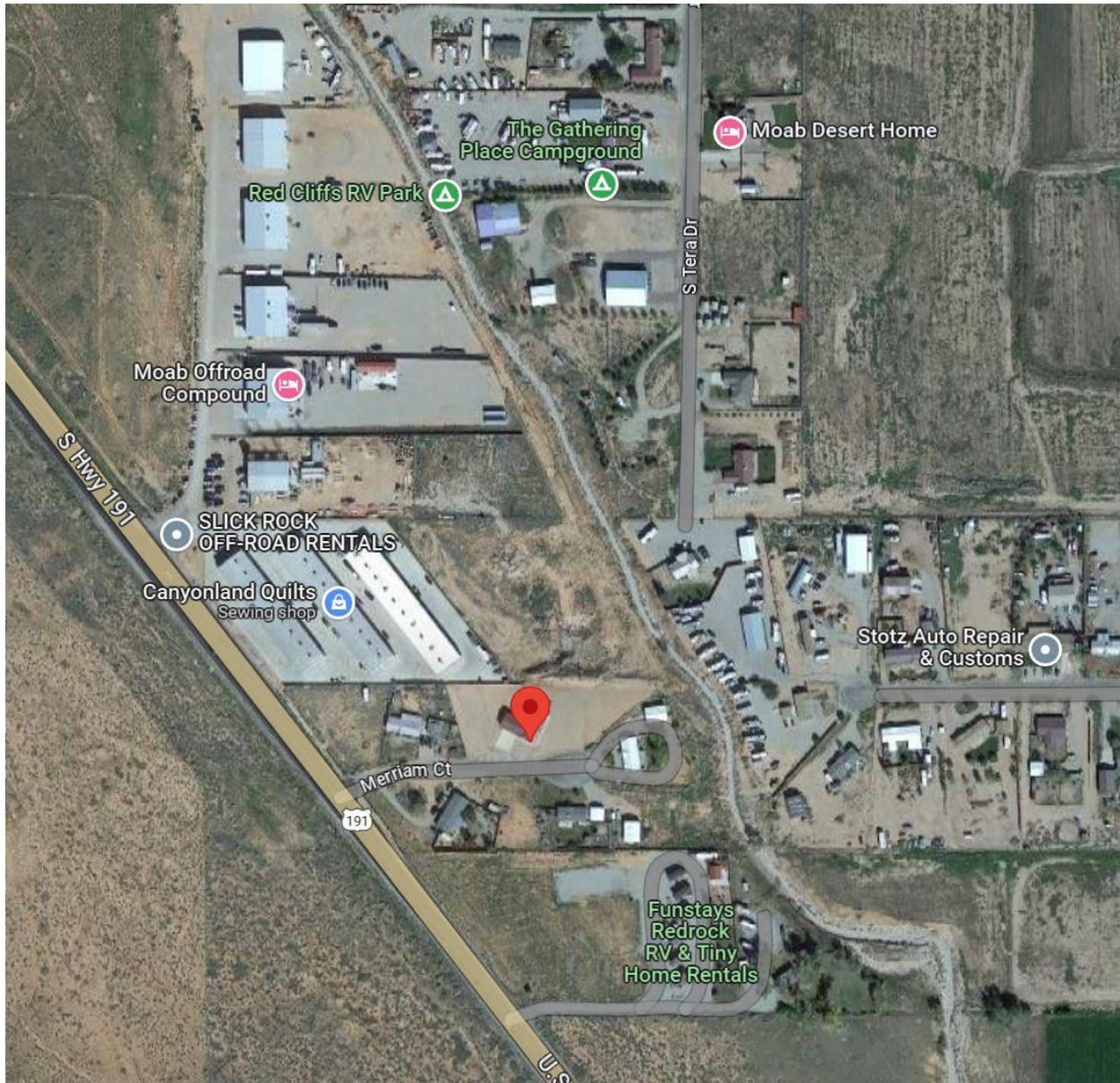
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|----------------------------------|--------------------------------------|---------------------------------|
| Planned Community (PC) | Highway Flex (HF) | Existing Overnight Accomodation |
| Spanish Valley Residential (SVR) | Highway Commercial (HC) | County Boundary |
| Residential Flex (RF) | Controlled District - Highway (Cd-h) | Stream |
| Business Flex (BF) | Agricultural (A1)* | Lakes / Reservoirs |

Property Location: 33 E Merriam Ct.

Zoning: Highway Commercial



Property Location: 33 E Merriam Ct. Moab, UT 84532





SITE MASTER PLAN

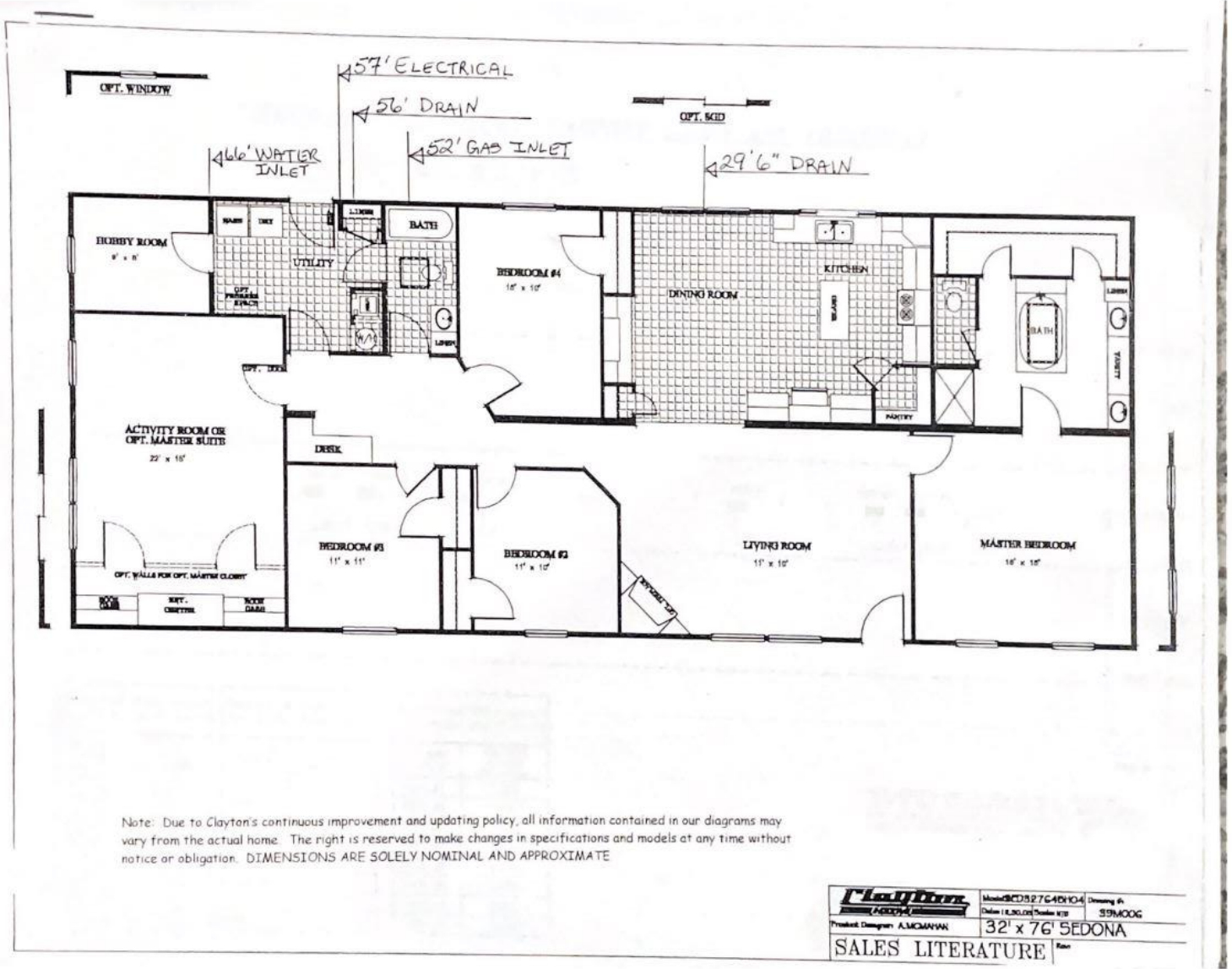
The proposed plan adds great value to Spanish Valley and San Juan County and is the highest and best use of the property. Currently, the subdivision is surrounded by commercial uses, from the Moab Business Park to other small RV parks and a few other nightly rentals. By allowing our proposed accommodations, it is keeping tax dollars in San Juan County and keeping tourists close to the highway and out of the upcoming and existing residential neighborhoods. The guests that use these accommodations will also use the proposed stores, gas stations, etc. that will be coming to Spanish Valley. Currently, this property is zoned Highway Commercial, which allows for several different commercial ventures that would not mesh well with the residential neighborhood. Allowing for nightly rental accommodations would be the best use of this property to mesh with the current neighborhood.



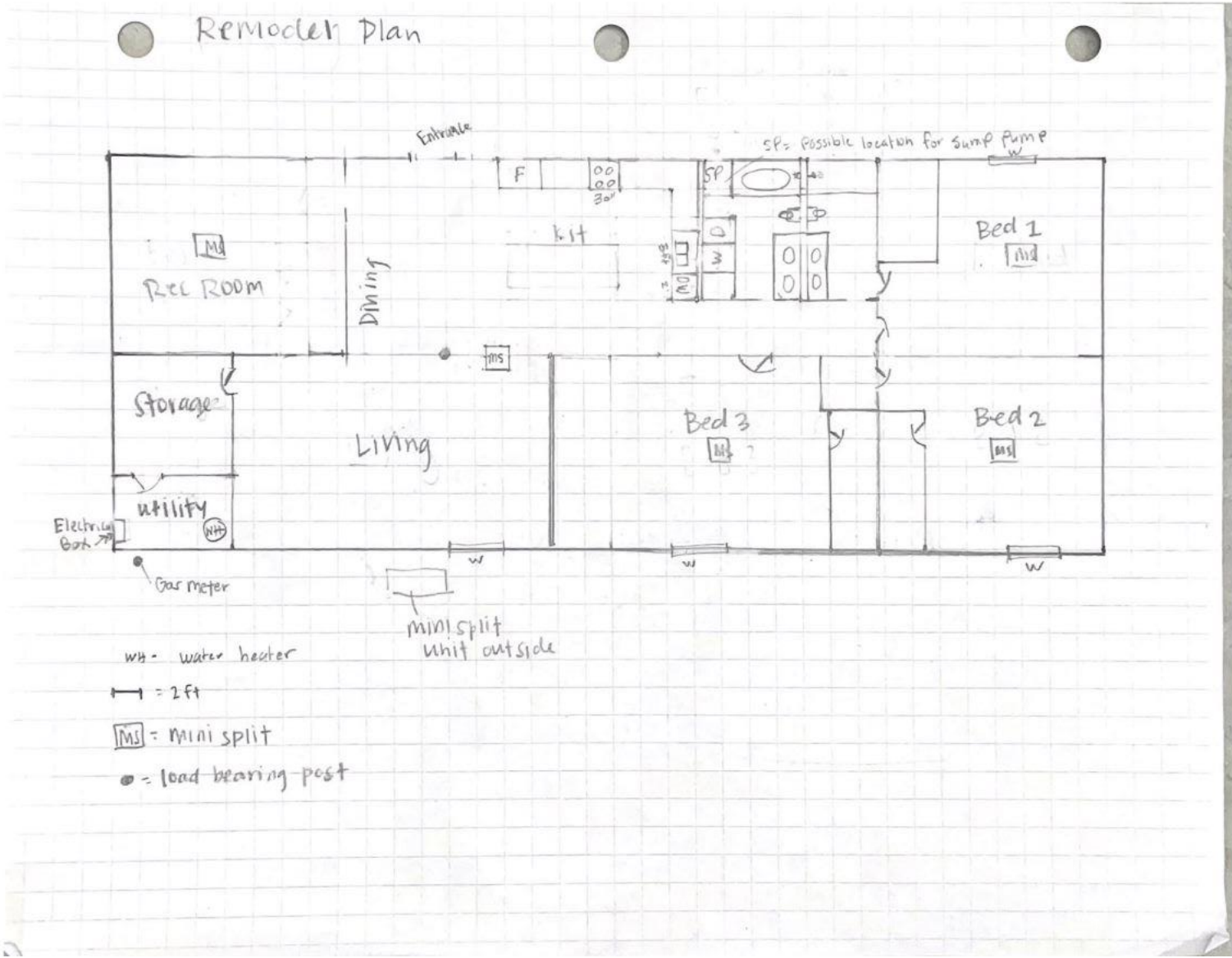
Nothing needs to be done to address this slope or creek bed.

Current House

Current house at 33 Merriam Ct (upstairs floorplan)



Projected floorplan for basement



Projected Future Development



The lot lines will be close to this (depending on survey).



This would be the approximate location of the 2 additional nightly rentals (they may rotate slightly depending on the survey and setback requirements). They would each be approximately 1,800-2,200 sqft

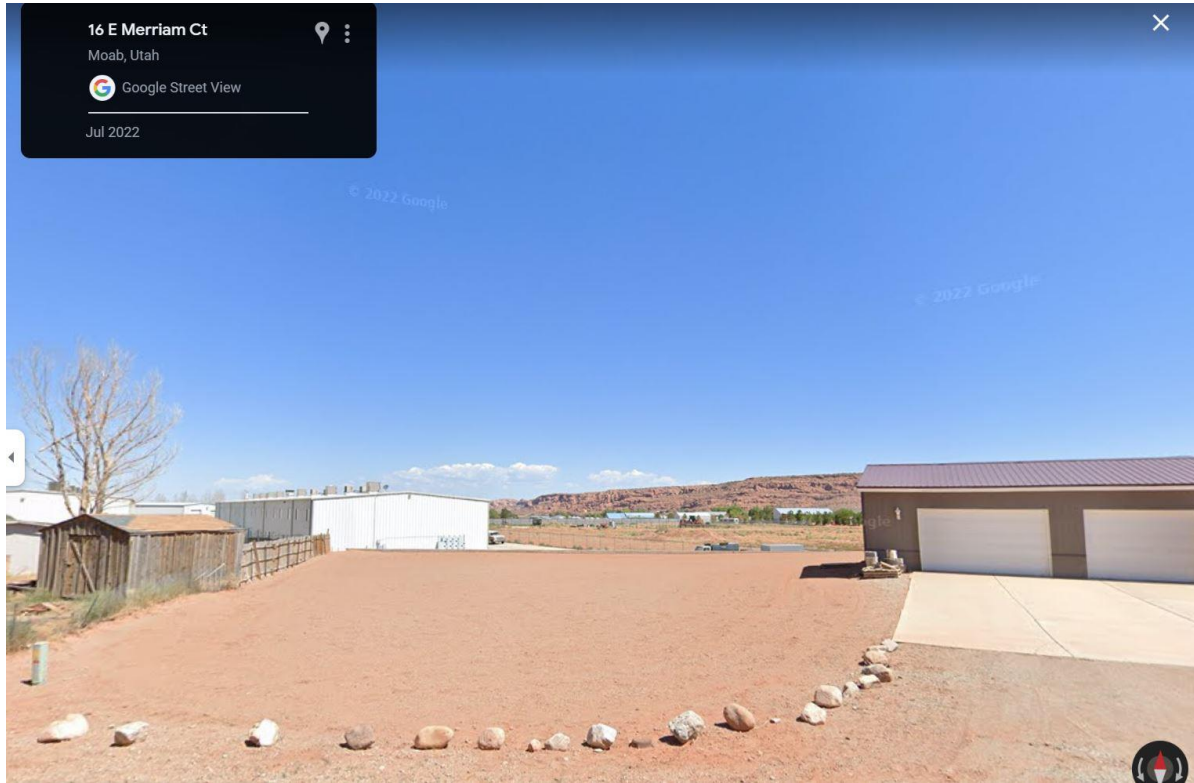
Current House (Nightly Rental #1)



Location for Nightly Rental #2



Location for Nightly Rental #3



As seen in the above photos, there is plenty of room for parking. Even if guests bring long trailers, they will still have plenty of room to park without impacting the residential neighborhood or having to park along the road. We plan to have a garage and driveway with each unit as well which allow for plenty of parking.

Proposed Design Style for Nightly Rentals



Modern Style

OR



Manufactured/Modular Home

Landscaping: We would add gravel and some xeriscape landscaping to preserve water and keep it aesthetically pleasing. Here are some examples:



In conclusion, we would greatly appreciate your consideration for our property to be in San Juan County's Overnight Accommodations Overlay. We believe that the plan outlined above is the best use for our property that is currently in the Highway Commercial Zone. If you have any questions about our application or need to contact us, our information is below. We appreciate your time in advance.

Sincerely,
Morgan & Koi Cook

Morgan Cook
(435) 260-9549
morgancook054@gmail.com

Koi Cook
(435) 260-2662

Resolution No. 2023-11

A RESOLUTION URGING THE ADMINISTRATION AND CONGRESS TO HALT THE ONGOING INJURY TO THE U.S. SHEEP INDUSTRY CAUSED BY EXCESSIVE IMPORTS AND URGE THE ESTABLISHMENT OF TARIFFS AND A TARIFF RATE QUOTA SYSTEM, OR SOME OTHER FORM OF QUANTITY CONTROLS THAT WILL ENSURE THE VIABILITY AND COMPETITIVENESS OF THE DOMESTIC SHEEP INDUSTRY

WHEREAS, sheep and lambs provide the economic cornerstone for western states' rural economies, supporting schools, places of worship, small town businesses, hospitals, and the social infrastructure of rural America.

WHEREAS, sheep perform important environmental purposes by grazing and browsing through noxious and other undesirable and invasive weed species and by reducing excess vegetation in fire prone areas.

WHEREAS, the United States historically protected domestic sheep production from global market distortions through tariffs.

WHEREAS, under the Tariff Act of 1930, tariffs previously enacted in 1890, 1921, and 1922 were increased to \$3 for live sheep, 7 cents per pound for lamb meat, and 5 cents per pound for mutton.

WHEREAS, by 1942, while being protected from global market distortions since 1930 with tariffs, the U.S. sheep inventory reached a historical high of 56.2 million.

WHEREAS, since 1930, Congress has not adjusted tariffs on sheep or sheep meat for inflation, rendering them immaterial today.

WHEREAS, adjusted for inflation, \$3 per head in 1930 is \$54 per head today, 7 cents per pound in 1930 is \$1.25 per pound today, and 5 cents per pound is \$0.89.

WHEREAS, the United States has a long, successful history of maintaining viable domestic production systems for many agricultural commodities through tariff rate quotas, such as those employed to ensure a viable domestic peanut industry, sugar industry, dairy industry, cotton industry, tobacco industry, chocolate industry, and animal feed industry.

WHEREAS, known global market distortions that can be effectively alleviated with a tariff rate quota system include less stringent production practices abroad (e.g., widespread use of compound 1080 abroad while it is severely restricted in the domestic market), global concentration (e.g., JBS dominates the global market in meat trade), persistently devalued exchange rates abroad (e.g., today a dollar's worth of Australian lamb exported to the United States returns \$1.55 to the Australian exporter (i.e., 1 U.S. dollar equals 1.55 Australian dollar).

WHEREAS, the U.S. sheep industry has not been protected from known and debilitating global market distortions for decades, resulting in the following consequences:

- The domestic sheep industry is non-competitive in the global export market.
- In four decades, the U.S. sheep inventory declined 62%, and at 5 million head is now at the lowest level in history.

- In four decades, the number of domestic sheep operations with over 100 head (commercial sheep operations) declined 60%.
- In just the past decade, consumption of sheep meat in America increased 62%.
- While lamb/mutton consumption increased since 2012, domestic production declined 16%.
- While consumption increased and production declined since 2012, imports surged 134%.
- By 2022, imported lamb and mutton captured 74% of the domestic market.
- The American sheep industry is the first U.S. livestock sector to be predominantly outsourced.

WHEREAS, without some form of management over current import flows, by way of tariffs, tariff rate quotas, or quantity restrictions, the systemic, downward trajectories of every measure of the American sheep industry's viability foretells the commercial domestic sheep industry will soon become the first livestock industry in America to fall completely to import competition.

THEREFORE, We, the Board of San Juan County Commissioners urge Governor Cox, U.S. Senators Lee and Senator Romney and U.S. Representatives Congressman Curtis to urge the Administration and Congress to halt the ongoing injury to the U.S. sheep industry caused by excessive imports and urge the establishment of tariffs and a tariff rate quota system, or some other form of quantity controls that will ensure the viability and competitiveness of the domestic sheep industry.

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SJC BOE to approve State Tax Commission ruling (appeal # 23-553)					
Wilson Arch Resort					
10/03/2023 Commission Meeting				Value recommended	
				by Hearing Judge	
				8/29/23 BOE	
				Should also be 2022	
				adjusted values	
			acres		
1	0005700000D0	GB	5.01		\$20,404
2	0005700000E0	VL	13.06		\$19,590
3	0005700000H0	VL	4.4		\$17,600
4	0005700000I0	VL	4.26		\$17,040
5	000570020200	GB	1.14	0.14	\$10,350
6	000570020210	GB	1.03	0.03	\$10,075
7	000570020220	GB	1.04	0.04	\$10,100
8	000570020230	GB	1.35	0.35	\$10,875
9	000570020240	GB	1.19	0.19	\$10,475
10	000570020250	GB	1.21	0.21	\$10,525
11	000570020260	GB	1.51	0.51	\$11,275
12	000570020270	GB	1.21	0.21	\$10,525
13	000570020280	GB	1.48	0.48	\$11,200
14	000570020290	GB	1.71	0.71	\$11,775
15	000570020300	GB	1.68	0.68	\$11,700
16	000570020310	GB	1.2	0.2	\$10,500
17	000570020320	GB	1.4	0.4	\$11,000
18	000570020330	GB	1.35	0.35	\$10,875
19	000570020340	GB	1.82	0.82	\$12,050
20	000570020350	GB	1.25	0.25	\$10,625
21	000570020360	GB	1.21	0.21	\$10,525
22	000570020370	GB	2.04	1.04	\$12,600
23	000570020380	GB	1.35	0.35	\$10,875
24	000570020390	GB	1.21	0.21	\$10,525
25	000570020400	GB	1.02	0.02	\$10,050

26	000570020410	GB	1.07	0.07	\$10,175	
27	000570020420	GB	1.21	0.21	\$10,525	
28	000570020430	GB	1.07	0.07	\$10,175	
29	000570020440	GB	1.22	0.22	\$10,550	
30	000570020450	GB	1.42	0.42	\$11,050	
31	000570020460	GB	1.47	0.47	\$11,175	
32	000570020470	GB	1.7	0.7	\$11,750	
33	000570020480	GB	1.4	0.4	\$11,000	
34	000570020490	GB	1.26	0.26	\$10,650	
35	000570020500	GB	1.08	0.08	\$10,200	
36	000570020510	GB	1.01	0.01	\$10,025	
37	000570020520	GB	1.28	0.28	\$10,700	
38	000570020530	GB	1.42	0.42	\$11,050	
39	000570020540	GB	1.41	0.41	\$11,025	
40	000570020550	GB	1.54	0.54	\$11,350	
41	000570020560	GB	1.56	0.56	\$11,400	
42	000570020570	GB	1.64	0.64	\$11,600	
43	000570020580	GB	1.37	0.37	\$10,925	
44	000570020590	GB	1.83	0.83	\$12,075	
45	000570020600	GB	1.26	0.26	\$10,650	
46	000570020610	GB	1.43	0.43	\$11,075	
47	000570020620	GB	1.21	0.21	\$10,525	
48	000570020630	GB	1.89	0.89	\$12,225	
49	000570020640	GB	2.1	1.1	\$12,750	
50	000570020650	GB	1.06	0.06	\$10,150	
51	000570020660	GB	1.83	0.83	\$12,075	
52	000570020670	GB	1.22	0.22	\$10,550	
53	000570020680	GB	1.58	0.58	\$11,450	
54	000570020690	GB	1.29	0.29	\$10,725	
55	000570020700	GB	1.49	0.49	\$11,225	
56	000570020710	GB	1.31	0.31	\$10,775	
57	000570020720	GB	1.9	0.9	\$12,250	
58	000570020730	GB	1.64	0.64	\$11,600	

59	000570020740	GB	1.69	0.69	\$11,725	
60	000570020750	GB	1.58	0.58	\$11,450	
61	000570020760	GB	1.2	0.2	\$10,500	
62	000570020770	GB	2.26	1.26	\$13,150	
63	000570020780	GB	1.9	0.9	\$12,250	
64	000570020790	GB	1.68	0.68	\$11,700	
65	000570020800	GB	1.57	0.57	\$11,425	
66	000570020810	GB	1.79	0.79	\$11,975	
67	000570020820	GB	1.32	0.32	\$10,800	
68	000570020830	GB	1.05	0.05	\$10,125	
69	000570020840	GB	1.16	0.16	\$10,400	
70	000570020850	GB	1.01	0.01	\$10,025	
71	000570020860	GB	1.01	0.01	\$10,025	
72	000570020870	GB	1.02	0.02	\$10,050	
73	000570020880	GB	1.07	0.07	\$10,175	
74	000570020890	GB	1.42	0.42	\$11,050	
75	000570020900	GB	1.07	0.07	\$10,175	
76	000570020910	GB	1.25	0.25	\$10,625	
77	000570020920	GB	1.32	0.32	\$10,800	
78	00057002000A	GB	16.39		\$24,585	
79	000570020000	GB	10.48		\$15,720	
80	0005700200X0	GB	2.02	1.02	\$12,550	
			157.56		\$929,839.00	
			acres		2022 suggested	
					value by BOE Judge	
					Randy Kelly	