



BOARD OF COMMISSIONERS MEETING
In-Person and Electronic Meeting
July 19, 2022 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

APPROVE AGENDA

PUBLIC COMMENT

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

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

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

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

- [1.](#) Approval of the June 21, 2022 Commission Meeting Minutes
- [2.](#) Approval of the Check Registers from June 18 to July 14, 2022
- [3.](#) Approval of \$8,759.36 in Small Purchases: \$1390.89 for an Actuator, and \$1,903.47 for Linkage for a motor grader, Road Department, \$5,465.00 for U.S. Travel Association International Pow Wow Booth, Economic Development and Visitor Services
- [4.](#) Approval of 2022 Regence BlueCross Insurance Agreements
- [5.](#) Approval of San Juan County Sheriff's Office Contract with State of Utah for Bailiff and Court Security.

- [6.](#) Approval of 2022 Utah Legal Services Contract for Aging and Adult Services
- [7.](#) Approval of 2022 Emergency Management Performance Grant
- [8.](#) Approval of the Amended Travel Reimbursement Form for the remainder of Calendar Year 2022
- [9.](#) Appointment of Zak Podmore to the San Juan County Library Board
- [10.](#) Appointment of Becky Acton and Meghan McFall to the County Economic Development Board, by Elaine Gizler, Economic Development and Visitor Services Director.
- [11.](#) Approval of the June 28, 2022 Primary Election Staff Contracts
- [12.](#) Approval of the San Juan County Health Department Tobacco Contract FY21-FY25 Amendment #4 by Grant Sunada, Public Health Director
- [13.](#) Ratification of the Opioid Settlement Memorandum of Understanding for the people of the State of Utah, its Counties and its Communities having been harmed by the Opioid Epidemic, which was caused by Pharmaceutical Supply Chain Participants.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

14. Update on the Ransomware Attack, during the week of July 4, 2022, Trae Bushore, IT Director

BUSINESS/ACTION

- [15.](#) Consideration and Approval of Natural Bridges Air Tour Management Plans, Nick Sandberg, Public Lands Coordinator
- [16.](#) Consideration and Approval of the GovOS Cloud Search Solution Agreement, Cindi Holyoak, County Recorder
- [17.](#) Consideration and Approval of Flat Iron Mesa Ranch Subdivision Phase 28, Mike Dervage, Scott Burton Planning and Zoning Director
- [18.](#) Consideration and Approval to attach The Spanish Valley Overnight Accommodations Overlay, Alicia Davis, Scott Burton Planning and Zoning Director
- [19.](#) Ratification of the 2022 Primary Election Results, June 28, 2022, Lyman Duncan, Clerk/Auditor
- [20.](#) CONSIDERATION AND APPROVAL OF RESOLUTION 2022-12 ADOPTING THE 2022 FINAL TAX RATES- Lyman Duncan, Clerk/Auditor
- [21.](#) Consideration and Approval of County Staff Seeking Assistance from the Natural Resources Conservation Service for Watershed Program Planning Assistance through the Public Law Project to be Located in the Pack Creek Drainage System. Mack McDonald, Chief Administrative Officer

22. Consideration and Approval of the Memorandum of Understanding Between San Juan County and the State of Utah, Navajo Nation, Navajo Tribal Utility Authority, and the City of Blanding for the Westwater Project, Mack McDonald, Chief Administrative Officer

BOARD OF EQUALIZATION

23. Consideration and Approval of a Low-Income Tax Abatement for Edna Rogers, Lyman Duncan, Clerk/Auditor

COMMISSION REPORTS

ADJOURNMENT

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

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



BOARD OF COMMISSIONERS MEETING
In-Person and Electronic Meeting
June 21, 2022 at 11:00 AM

MINUTES

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

Audio: <https://www.utah.gov/pmn/files/862737.MP3>

Video: <https://www.youtube.com/watch?v=NKr5u2Gt3qg>

CALL TO ORDER

Time Stamp 0:00:10 (audio & video)

Commission Chair Grayeyes called the meeting to order at 11:03 a.m.

ROLL CALL

Time Stamp 0:00:19 (audio & video)

Present

Commission Chair Grayeyes
Commissioner Adams
Commissioner Maryboy (online)

INVOCATION

Time Stamp 0:00:44 (audio & video)

Invocation offered by Joel Philcorn

AGENDA APPROVAL

Time Stamp 0:01:40 (audio & video)

Mack, Chief Administrative Officer, presented the Agenda for review and approval by the Commissioners.

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.

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

PUBLIC COMMENT

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Time Stamp 0:06:48 (audio & video)

Robby Philcorn, a resident of Elk Meadows – She spoke against the spot zoning of the final few lots in Elk Meadows. She has concerns regarding the roads, water, and sewage, if the subdivision is allowed to proceed.

Stewart Smith - from Elk Meadows, asked that the subdivision be voted against.

Joel Philcorn -spoke against the Elk Meadow spot zoning of the remaining lots.

Todd Adair, Road Department Superintendent, clarified the road situation in Elk Meadows. He asked the subdivision developer to meet county road standards with 50 foot into the Cul-de-sac.

Lynette Clark - she lives in Spanish Valley. She spoke against the overnight accommodations overlay application. She stated that Rock View Development needs to be looked at closely before approval is given.

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

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Time Stamp 0:20:01 (audio & video)

Motion made by Commission Vice-Chair Adams, Seconded by Commission Chairman Grayeyes. Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

1. Approval of June 7, 2022 Commission Meeting Minutes
2. Approval of the June 4 to June 17, 2022 Check Registers
3. Approval of \$25,094.12 in Small Purchases: \$13,755.00 for Election Supplies, Clerk/Auditors Office. \$8,940.00 for Fixed License Plate Camera with 5 Year Service Agreement, Sheriff's Office, \$2,399.12 for Laptop Computer, Public Health Department
4. Approval of \$70,000.00 Grant from Utah Commission on Criminal and Juvenile Justice

5. Approval of San Juan County - FY2023 Nurse Home Visiting - San Juan County Health Department by Grant Sunada, Public Health Director
6. Approval of San Juan County - Tuberculosis Prevention and Control Amendment 4 by Grant Sunada, Public Health Director
7. Approval of San Juan County - LHD Environmental Services Amendment 1 by Grant Sunada, Public Health Director
8. Approval of San Juan County - Utah Indoor Clean Air Act Amendment 1 by Grant Sunada, Public Health Director
9. Approval of San Juan County Health Department COVID-19 Testing Activities in K-12 Schools Amendment 1 by Grant Sunada, Public Health Director
10. Approval of Local Health Department WIC Program - San Juan Amendment 4 by Grant Sunada, Public Health Director
11. Approval of \$10,999.99 Purchase of a Portable Pressure Washer, Todd Adair, Road Superintendent
12. Approval of the Contract Renewal with The State of Utah Division of Work Force Services and the Navajo Revitalization Funds for the Navajo Mountain Secondary Water Project

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

BUSINESS/ACTION

13. Consideration and Adoption of a Cooperating Agency Agreement with the Bureau of Land Management in the Planning Process for the Bears Ears National Monument.

Time Stamp 0:23:26 (audio & video)

Jake Palma, BLM Field Manager, spoke of the agreement and how it would work for the agencies involved.

Michael Englehart – Employee from the Moab BLM office. He wants local, tribal, and state entities to join together and for each be designated as "Cooperating Agency Status."

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

14. Approval of Memorandum of Understanding (MOU) Between Utah State University Prevention Science (UPSc) Institute & San Juan Public Health (SJPH) To Train Local Students To Complete Projects That Prevent Crime, Disease, and Poverty and Prepare Them For Local Employment in our Communities, Dr. Grant Sunada, Public Health Director

Time Stamp 0:43:25 (audio & video)

Dr. Grant Sunada, Public Health Director, presented the MOU for review and approval.

Dr. Samuel Arungwa, USU Professor, Prevention Science Institute, presented the background and history for the MOU. The focus of the grant is poverty, disease, and crime. The recipients will be trained to help train others in meeting these problems on a local level.

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

15. Bureau of Land Management Gunnison Sage-grouse Resource Management Plan Amendment Environmental Impact Statement, Nick Sandberg, Public Lands Coordinator

Time Stamp 1:26:40 (audio & video)

Nick Sandberg, Public Lands Coordinator, presented an invitation for the County and BLM Field Office to work together as “Cooperating Agencies.”

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

16. Consideration and Approval of \$500,000.00 purchase two (2) Peterbilt Semi-Trucks with Dump Body and Snow Plow Equipment, Todd Adair, Road Superintendent

Time Stamp 1:32:10 (audio & video)

Todd Adair, County Road Superintendent, presented the request for approval for two (2) Peterbilt Semi-Trucks. There is a lead time of one (1) year before delivery.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

17. Consideration and Approval of \$15,056.00 for Replacement Engine in Water Truck, Todd Adair, Road Superintendent

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

Todd Adair, County Road Superintendent, presented the proposal.

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

18. Consideration of a Claim Denial for North Moab Holding, LLC Notice of Claim (April 19, 2022)

Time Stamp 0:57:53 (audio & video)

Brittany Ivins, Interim County Attorney, presented information on the North Moab Holding, LLC legal claim/action and asked for the Commissioners to deny the claim.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

19. Consideration and Approval of Ranches at Elk Meadows Amendment No 2, Bryant Black, Monticello Development Company LLC, Scott Burton, Planning and Zoning Director

Time Stamp 1:04:09 (audio & video)

Scott Burton, Planning & Zoning Director, presented the proposal for review and approval.

Commissioner Maryboy proposed tabling the Elk Meadows Amendment until additional information becomes available.

Motion made by Commissioner Maryboy, Seconded by Commission Vice-Chair Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

20. Consideration and Approval of Blankenagel Subdivision Lot 16B, Amendment 2, Scott Burton, Planning and Zoning Director

Time Stamp 1:36:04 (audio & video)

Scott Burton, Planning and Zoning Director, presented the request for the commissioners to review and approval. The lot is to be split in half.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

21. Consideration and Approval of Coronado Park Subdivision Tract C Amended, Scott Burton, Planning and Zoning Director

Time Stamp 1:38:47 (audio & video)

Scott presented the subdivision plat, requesting tract C to be subdivided into 26 lots. The Commissioners asked for state fire standards to be reached before approval is to be granted to the developer.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

22. Consideration and Approval of Overnight Accommodations Overlay Application, Stephen Howard, Red Rock Earth Movers, Scott Burton Planning and Zoning Director

Time stamp 1:46:43 (audio & video)

Scott Burton presented the proposal to identify and approve the property for the Overnight Accommodations overlay. Developer wants to build a RV park along with multi-family space. The State Fire regulations need to be met by the developer.

Motion made by Commission Vice-Chair Grayeyes, Seconded by Commissioner Adams.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy (absent)

23. Consideration and Approval of Overnight Accommodations Overlay Application, Alicia Davis, Scott Burton, Planning and Zoning Director

Time Stamp 1:51:21 (audio & video)

Scott Burton presented the proposal for the Spanish Valley Accommodation Overlay step # one) for the commission to review and approve.

Motion made by Commission Vice-Chair Adams, Seconded by Commission Chairman Grayeyes.

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

COMMISSION REPORTS

Commissioner Maryboy, presented his report. He has been meeting with veterans ranging from Aneth to Navajo Mountain. The Bears Ears Gathering is scheduled for the 22nd - 24th. The Mexican Water Chapter House is developing a solar/wind farm.

Commissioner Adams – attended a UCIP Board meeting. He will attend a Colorado River meeting in Loa.

Commission Chair Grayeyes – has been working with the local schools. He attended the signing of the Bears Ears Multi Agency Agreement.

ADJOURNMENT

Time Stamp 2:05:28 (audio & video)

Commissioner Adams called for adjournment at 1:14 p.m.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Maryboy.
Voting Yea: Commission Chairman Grayeyes, Commission Vice-Chair Adams, Commissioner Maryboy

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 06/18/2022 to 07/17/2022**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Abbott Laboratories	121925	615466211	06/22/2022	06/22/2022	641.94	SJC Aging	104680610 - Miscellaneous Supplie
					\$641.94		
Acumen Fiscal Agent LLC	121978	32156	07/07/2022	07/11/2022	1,284.26	SJC Aging	104685615 - Contracts
Acumen Fiscal Agent LLC	121978	32472	07/07/2022	07/11/2022	1,602.73	SJC Aging	104685615 - Contracts
Acumen Fiscal Agent LLC	121978	32786	07/08/2022	07/11/2022	1,224.73	SJC Aging	104685615 - Contracts
Acumen Fiscal Agent LLC	121978	MAY22FEES	07/07/2022	07/11/2022	285.00	SJC Aging	104685615 - Contracts
					\$4,396.72		
					\$4,396.72		
Adair, Shaylee G	121979	SA20220707165	07/08/2022	07/11/2022	100.00	FAIR JUDGE	104625240 - Office Expense
					\$100.00		
Adair, Todd	121980	296R22	07/07/2022	07/11/2022	80.00	BOOT REIMBURSEMENT	214414620 - Miscellaneous Service
					\$80.00		
Adams, Bruce	121981	BA20220627105	07/07/2022	07/11/2022	154.00	Travel Reimbursement	104111230 - Travel Expense
					\$154.00		
Allstate Insurance	121982	C0467847800	07/07/2022	07/11/2022	3,925.22	Employee benefits	102237000 - Allstate
					\$3,925.22		
Amazon Capital Services	121926	17T4-9CR4-J4F	06/21/2022	06/22/2022	48.50	SJC Road Dept	214414240 - Office Expense
Amazon Capital Services	121926	1G64-FF74-G9T	06/21/2022	06/22/2022	25.69	SJC Road Dept	214414240 - Office Expense
Amazon Capital Services	121926	1JPP-6ND7-CT6	06/21/2022	06/22/2022	208.81	SJC Public Health	255193.610 - Home Visiting - PAT M
Amazon Capital Services	121926	1LLJ-YHKM-6V4	06/21/2022	06/22/2022	533.33	SJC Public Health	255193.610 - Home Visiting - PAT M
Amazon Capital Services	121926	1PJT-Q4G9-3L3	06/21/2022	06/22/2022	35.50	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	121926	1QKN-VFKM-43	06/21/2022	06/22/2022	129.99	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	121926	1RFP-M3JG-1D	06/21/2022	06/22/2022	192.14	SJC Public Health	255193.610 - Home Visiting - PAT M
Amazon Capital Services	121926	1T13-YNWH-66L	06/21/2022	06/22/2022	79.98	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	121926	1YRX-GDMH-W	06/21/2022	06/22/2022	69.68	SJC Road Dept	214412250 - Equipment Operation
					\$1,323.62		
					\$2,966.77		
Amazon Capital Services	121983	1116-6T4F-MHK	07/07/2022	07/11/2022	25.30	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	121983	14DJ-3X9Y-3GD	06/30/2022	07/11/2022	821.38	SJC Public Health	255193.480 - Home Visiting - PAT S
Amazon Capital Services	121983	1DPX-PDTL-1D	07/07/2022	07/11/2022	30.96	SJC Road Dept	214414240 - Office Expense
Amazon Capital Services	121983	1F6M-NYGQ-7V	06/30/2022	07/11/2022	203.44	SJC Public Health	255193.610 - Home Visiting - PAT M
Amazon Capital Services	121983	1PPK-NQPR-37	06/30/2022	07/11/2022	48.96	SJC Public Health	255061.610 - Tobacco Prevention Mi
Amazon Capital Services	121983	1QDC-DXF6-DH	06/30/2022	07/11/2022	443.21	SJC Public Health	255311.610 - PHEP Carryover Misc
Amazon Capital Services	121983	1XRT-JFTC-RH	07/08/2022	07/11/2022	69.90	SJC Public Health	255193.480 - Home Visiting - PAT S
					\$1,643.15		
					\$2,966.77		
America Security Cabinets	121984	74449	07/07/2022	07/11/2022	13,755.00	SJC CLERK	104173740 - Equipment Purchases
					\$13,755.00		
Amerigas Propane LP	121985	3137963050	07/07/2022	07/11/2022	38.13	200752247	104225270 - Utilities
					\$38.13		

San Juan County
Check Register

General Fund Checking - Zions 566101143 - 06/18/2022 to 07/17/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Andrews, Don	121927	290R22	06/21/2022	06/22/2022	80.00	BOOT ALLOWANCE	104256480 - Special Department Su
					\$80.00		
Asphalt Systems Inc.	121928	35018	06/22/2022	06/22/2022	121,821.39	SJC Road Dept	214414410 - Road Supplies
Asphalt Systems Inc.	121928	35033	06/22/2022	06/22/2022	91,891.35	SJC Road Dept	214414410 - Road Supplies
Asphalt Systems Inc.	121928	35050	06/22/2022	06/22/2022	30,549.42	SJC Road Dept	214414410 - Road Supplies
					\$244,262.16		
					\$244,262.16		
Badback, Cindy	121986	CB20220629153	07/07/2022	07/11/2022	361.20	LIAISON	104173620 - Miscellaneous Service
					\$361.20		
Badback, Jeanette	121987	CA003	07/07/2022	07/11/2022	400.00	ELECTION WORK	104173610 - Miscellaneous Supplie
					\$400.00		
Basin Broadcasting KNDN	121988	KNDN20220707	07/07/2022	07/11/2022	2,210.00	SJC Elections	104173310 - Professional and Tech
					\$2,210.00		
Blanding City	121989	BC20220629120	06/30/2022	07/11/2022	699.40	553343140 Public Health	255007.270 - Indirect Admin Utilities
Blanding City	121989	BC20220629163	07/07/2022	07/11/2022	495.52	501683003 Blanding Senior Center	104672270 - Utilities
Blanding City	121989	BC20220630165	07/07/2022	07/11/2022	563.40	5517510001 1049	214414270 - Utilities
Blanding City	121989	BC20220630165	07/07/2022	07/11/2022	53.57	551751001 - 1091 S Main	214414270 - Utilities
Blanding City	121989	BC20220707102	07/07/2022	07/11/2022	145.15	501820007	104163270 - Utilities
Blanding City	121989	BC20220707102	07/07/2022	07/11/2022	535.47	501640001 Blanding Library	724168270 - Utilities
					\$2,492.51		
					\$2,492.51		
Blue Mountain Foods	121929	116458	06/22/2022	06/22/2022	174.34	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	121929	116459	06/22/2022	06/22/2022	21.35	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116468	06/22/2022	06/22/2022	22.72	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116482	06/22/2022	06/22/2022	15.94	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116501	06/22/2022	06/22/2022	15.22	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116502	06/22/2022	06/22/2022	15.48	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	121929	116526	06/22/2022	06/22/2022	37.24	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116527	06/22/2022	06/22/2022	132.27	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	121929	116538	06/22/2022	06/22/2022	8.91	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116539	06/22/2022	06/22/2022	30.30	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	121929	116552	06/22/2022	06/22/2022	9.38	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116562	06/22/2022	06/22/2022	22.85	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	121929	116566	06/22/2022	06/22/2022	49.21	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116579	06/22/2022	06/22/2022	187.49	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	121929	116580	06/22/2022	06/22/2022	33.78	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116603	06/22/2022	06/22/2022	7.67	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116608	06/22/2022	06/22/2022	12.16	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116613	06/22/2022	06/22/2022	17.56	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	121929	116620	06/22/2022	06/22/2022	54.15	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116636	06/22/2022	06/22/2022	74.74	SJC Aging	104678329 - Meals - Bluff

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 06/18/2022 to 07/17/2022**

<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>
Blue Mountain Foods	121929	116650	06/22/2022	06/22/2022	23.92	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116651	06/22/2022	06/22/2022	10.27	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	121929	116656	06/22/2022	06/22/2022	18.37	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116667	06/22/2022	06/22/2022	7.08	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116674	06/22/2022	06/22/2022	56.45	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	121929	116695	06/22/2022	06/22/2022	16.92	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121929	116698	06/22/2022	06/22/2022	33.38	SJC Aging	104678328 - Meals - La Sal
					<u>\$1,109.15</u>		
Blue Mountain Foods	121990	116705	07/07/2022	07/11/2022	23.94	SJC Library	724581620 - Special Programs
Blue Mountain Foods	121990	116719	07/07/2022	07/11/2022	287.81	SJC Sheriff Dept	104215620 - Miscellaneous Service
Blue Mountain Foods	121990	116783	07/07/2022	07/11/2022	50.55	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	121990	116804	07/07/2022	07/11/2022	63.72	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	121990	116806	07/07/2022	07/11/2022	22.14	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	121990	116861	07/07/2022	07/11/2022	17.17	SJC Library	724581620 - Special Programs
Blue Mountain Foods	121990	116882	07/07/2022	07/11/2022	20.38	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	121990	116906	07/07/2022	07/11/2022	123.48	SJC Sheriff Dept	104230480 - Kitchen Food
					<u>\$609.19</u>		
					\$1,718.34		
Bluff Library Petty Cash	121991	PC20220711080	07/11/2022	07/11/2022	32.07	PETTY CASH	724581920 - Grant Expenses
					<u>\$32.07</u>		
Bluff Water Works	121992	9528	07/07/2022	07/11/2022	25.00	Bluff Fire Sation	104225270 - Utilities
					<u>\$25.00</u>		
Booking Entertainment Inc.	122140	2022071209431	07/12/2022	07/12/2022	15,000.00	Fair Concert	104620620 - Miscellaneous Service
					<u>\$15,000.00</u>		
Bradford Tire	121993	69437	07/07/2022	07/11/2022	25.00	SJC SHERIFF	104210250 - Equipment Operation
					<u>\$25.00</u>		
Brantley Distributing LLC.	121930	22166090	06/22/2022	06/22/2022	22.95	SJC Road	214412251 - Gas, Oil and Grease
Brantley Distributing LLC.	121930	22166090	06/22/2022	06/22/2022	280.10	SJC Road	214412250 - Equipment Operation
					<u>\$303.05</u>		
					\$303.05		
Burgess, Ann Marie	121994	AMB202207070	07/07/2022	07/11/2022	45.00	TRAVEL REIMBURSMENT	104173230 - Travel Expense
Burgess, Ann Marie	121994	AMB202207070	07/07/2022	07/11/2022	138.00	TRAVEL REIMBURSMENT	104134230 - Travel Expense
					<u>\$183.00</u>		
					\$183.00		
Burgess, Scott	121995	SB20220629153	07/07/2022	07/11/2022	180.00	travel reimbursement	264350230 - Travel Expense
					<u>\$180.00</u>		
Burton, Scott	121996	SB20220627105	07/07/2022	07/11/2022	234.90	Purchase reimbursement	104114220 - Public Notices
Burton, Scott	121996	SB20220629153	07/07/2022	07/11/2022	32.48	Purchase reimbursement	104114220 - Public Notices
					<u>\$267.38</u>		
					\$267.38		

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Carolina Software	121997	82875	07/07/2022	07/11/2022	600.00	SJC Landfill	574424210 - Subscriptions and Me
Carolina Software	121997	83835	07/07/2022	07/11/2022	600.00	SJC Landfill	574424210 - Subscriptions and Me
					\$1,200.00		
					\$1,200.00		
Century Equipment Co.	121998	DP94852	07/07/2022	07/11/2022	78.72	SJC Road Dept	214414270 - Utilities
					\$78.72		
Certified Laboratories	121999	7825939	07/07/2022	07/11/2022	12,384.95	SJC Road Dept.	214412251 - Gas, Oil and Grease
					\$12,384.95		
Chamberlain, Ramona	121931	RC20220616083	06/22/2022	06/22/2022	50.00	Meeting Attendance	724580620 - Miscellaneous Service
					\$50.00		
Child Support Services	122000	CSS2022070708	07/07/2022	07/11/2022	523.26	C001392403	102229000 - Other Deductions Paya
Child Support Services	122000	CSS2022070708	07/07/2022	07/11/2022	717.93	C001361546	102229000 - Other Deductions Paya
Child Support Services	122000	CSS2022070708	07/07/2022	07/11/2022	485.54	C000926263	102229000 - Other Deductions Paya
					\$1,726.73		
					\$1,726.73		
Cintas Corporation #108	121932	4122092796	06/22/2022	06/22/2022	39.40	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	121932	4122092796	06/22/2022	06/22/2022	52.73	SJC Road Dept	102229000 - Other Deductions Paya
					\$92.13		
Cintas Corporation #108	122001	4122774941	07/07/2022	07/11/2022	39.40	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	122001	4122774941	07/07/2022	07/11/2022	52.73	SJC Road Dept	102229000 - Other Deductions Paya
Cintas Corporation #108	122001	4123453812	07/07/2022	07/11/2022	39.40	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	122001	4123453812	07/07/2022	07/11/2022	52.73	SJC Road Dept	102229000 - Other Deductions Paya
					\$184.26		
					\$276.39		
Clark, Sharmayne	122002	SC20220708125	07/08/2022	07/11/2022	560.00	Alternatives	104679615 - Contracts
					\$560.00		
Cody, Lucille	121933	LC20220616083	06/22/2022	06/22/2022	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					\$50.00		
Collins, Catherine	122003	CC20220708125	07/08/2022	07/11/2022	560.00	Alternatives	104679615 - Contracts
					\$560.00		
CPI Foods Inc	122004	06142250	07/07/2022	07/11/2022	1,053.61	SJC Aging	104679610 - Miscellaneous Supplie
CPI Foods Inc	122004	06142250	07/07/2022	07/11/2022	2,499.59	SJC Aging	104680610 - Miscellaneous Supplie
					\$3,553.20		
					\$3,553.20		
Crump-Reese Moab	121934	50013233	06/22/2022	06/22/2022	96.35	SJC Road Dept	214412250 - Equipment Operation
					\$96.35		

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Dailey, Carolyn	121935	CD20220616083	06/22/2022	06/22/2022	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					\$50.00		
Dee, Elsie	122005	ED20220629153	07/07/2022	07/11/2022	1,450.00	Election Liaison	104173620 - Miscellaneous Service
					\$1,450.00		
Dell Marketing L.P.	121936	10590419150	06/22/2022	06/22/2022	1,088.26	SJC ATTORNEY	104145482 - Law Library Supplies
					\$1,088.26		
Delta Rigging & Tools Inc.	121937	GRA_PSI000962	06/22/2022	06/22/2022	71.00	SJC Road	214412250 - Equipment Operation
					\$71.00		
Dentons Durham Jones Pinegar	121938	828371	06/22/2022	06/22/2022	4,760.00	SJC Admin	104156620 - Miscellaneous Service
					\$4,760.00		
Desert Mountain Corporation	122006	22-96396	07/07/2022	07/11/2022	4,209.66	SJC Road Dept.	214414410 - Road Supplies
					\$4,209.66		
Dobson, Ed	121939	ED20220616083	06/22/2022	06/22/2022	50.00	PLANNING AND ZONING	104114620 - Miscellaneous Services
					\$50.00		
Dominion Energy	122007	DE20220629153	07/07/2022	07/11/2022	558.60	6353860000 297 S Main	104166270 - Utilities
Dominion Energy	122007	DE20220629153	07/07/2022	07/11/2022	11.17	3153860000 264 S 100 E	104161270 - Utilities
Dominion Energy	122007	DE20220629153	07/07/2022	07/11/2022	32.52	6843860000 117 S Main	104161270 - Utilities
Dominion Energy	122007	DE20220629163	07/07/2022	07/11/2022	17.84	7624767442 881 E Center	104225270 - Utilities
Dominion Energy	122007	DE20220629163	07/07/2022	07/11/2022	17.35	4922180000 835 E Central Office	104255270 - Utilities
Dominion Energy	122007	DE20220629163	07/07/2022	07/11/2022	57.58	6063860000 Central Rd	104255270 - Utilities
Dominion Energy	122007	DE20220630170	07/07/2022	07/11/2022	111.94	3617789388 885 E Center	214414270 - Utilities
Dominion Energy	122007	DE20220707102	07/07/2022	07/11/2022	7.80	0922180000 835 E Central Fair	104620270 - Utilities
Dominion Energy	122007	DE20220708133	07/08/2022	07/11/2022	284.51	2922180000 835 E Central Book	104161270 - Utilities
					\$1,099.31		
					\$1,099.31		
DTS - State of Utah	122008	2211R21530000	07/07/2022	07/11/2022	694.25	SJC Sheriffs Office	104232280 - Telephone
					\$694.25		
Earthgrains Baking Company	122009	8527229000016	07/07/2022	07/11/2022	59.20	SJC Sheriff	104230480 - Kitchen Food
Earthgrains Baking Company	122009	8527229000020	07/07/2022	07/11/2022	59.20	SJC Sheriff	104230480 - Kitchen Food
Earthgrains Baking Company	122009	8527229000020	07/07/2022	07/11/2022	-14.80	SJC Sheriff	104230480 - Kitchen Food
Earthgrains Baking Company	122009	8527229000024	07/07/2022	07/11/2022	59.20	SJC Sheriff	104230480 - Kitchen Food
					\$162.80		
					\$162.80		
Election Systems & Software LLC	122010	CD2032357	07/07/2022	07/11/2022	401.30	SJC Election	104173240 - Office Expense
					\$401.30		
Emery Telcom	122011	2278SZ10001.03	07/08/2022	07/11/2022	2,041.08	SJC Communications	104574615 - Contracts

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Emery Telcom	122011	ET20222706582	07/07/2022	07/11/2022	179.90	3431000 SJC EMS	264350280 - Telephone
					\$2,220.98		
					\$2,220.98		
Empire Electric Assoc. Inc.	121940	EE20220616160	06/22/2022	06/22/2022	692.82	25395 - 885 E Center St	214414270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220627105	07/07/2022	07/11/2022	3,660.75	9579024 - 297 S Main	104166270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220630170	07/07/2022	07/11/2022	58.33	9579025 - 881 E Center St	214414270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220707082	07/07/2022	07/11/2022	1,160.18	9579004 - 117 S Main	104161270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220707102	07/07/2022	07/11/2022	630.37	9579003 - 80 N Main St	724167270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220707102	07/07/2022	07/11/2022	34.12	9579010 - Fire DP - Cedar Point	104225270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220707102	07/07/2022	07/11/2022	37.50	9579007 - Fire C	104225270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220707102	07/07/2022	07/11/2022	107.04	9579019 - Fairgrounds Conces	104620270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220707102	07/07/2022	07/11/2022	134.92	9579020 - 917 E Center Fairgrounds	104161270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220707102	07/07/2022	07/11/2022	36.85	6135 - Airport Hangar Hwy 191	104166270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220707102	07/07/2022	07/11/2022	45.49	9579032 - 81 E Pinion St	104161270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220707102	07/07/2022	07/11/2022	1,057.34	9579028 Abajo Peak	104574270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220707102	07/07/2022	07/11/2022	153.27	9579029 - 264 S 100 E	104161270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220707102	07/07/2022	07/11/2022	89.07	9579027 - 96 W 100 S	264350270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220708125	07/08/2022	07/11/2022	232.65	9579006 - PO Box 338	104255270 - Utilities
Empire Electric Assoc. Inc.	122012	EE20220708125	07/08/2022	07/11/2022	167.78	9579005 - Hwy 491 Shop	104255270 - Utilities
					\$7,605.66		
					\$8,298.48		
Equitable Financial Equi-vest	122013	E202206271056	07/07/2022	07/11/2022	360.00	Payroll Deductions	102225000 - Equivest
					\$360.00		
Fastenal Company	121941	COBAY71139	06/22/2022	06/22/2022	87.10	SJC Road	214412250 - Equipment Operation
Fastenal Company	121941	COBAY71140	06/22/2022	06/22/2022	52.79	SJC Road	214414260 - Buildings and Grounds
Fastenal Company	121941	COBAY71140	06/22/2022	06/22/2022	199.08	SJC Road	214412250 - Equipment Operation
Fastenal Company	121941	COBAY71141	06/22/2022	06/22/2022	187.38	SJC Road	214414480 - Special Department Su
					\$526.35		
Fastenal Company	122014	COBAY69634	07/07/2022	07/11/2022	-74.55	SJC Admin Building	104161260 - Buildings and Grounds
Fastenal Company	122014	COBAY69650	07/07/2022	07/11/2022	-138.98	SJC Admin Building	104161260 - Buildings and Grounds
Fastenal Company	122014	COBAY71390	07/11/2022	07/11/2022	331.64	SJC Road	214412250 - Equipment Operation
Fastenal Company	122014	COBAY71391	07/11/2022	07/11/2022	20.82	SJC Road	214414480 - Special Department Su
Fastenal Company	122014	COBAY71392	07/11/2022	07/11/2022	228.74	SJC Road	214412250 - Equipment Operation
					\$367.67		
					\$894.02		
Ford, Genevieve	121942	GF20220616083	06/22/2022	06/22/2022	50.00	Meeting Attendance	724580620 - Miscellaneous Service
					\$50.00		
Four States Tire & Service	121943	361723	06/22/2022	06/22/2022	1,576.42	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	121943	361890	06/22/2022	06/22/2022	4,531.84	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	121943	361963	06/22/2022	06/22/2022	209.14	SJC Road	214412250 - Equipment Operation
					\$6,317.40		

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Four States Tire & Service	122015	361154	07/07/2022	07/11/2022	93.44	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122015	361176	07/07/2022	07/11/2022	93.44	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122015	361964	07/07/2022	07/11/2022	659.49	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122015	361968	07/07/2022	07/11/2022	791.12	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122015	362436	07/07/2022	07/11/2022	28.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	122015	362536	07/11/2022	07/11/2022	527.53	SJC Road	214412250 - Equipment Operation
					\$2,193.02		
					\$8,510.42		
Francom, James	122016	JF20220629153	07/07/2022	07/11/2022	59.00	Travel Reimbursement	104173230 - Travel Expense
					\$59.00		
Fredericks, Anna	122017	AF20220629153	07/07/2022	07/11/2022	271.25	FAIR EXPENCES	104625240 - Office Expense
Fredericks, Anna	122017	AF20220707165	07/08/2022	07/11/2022	1,236.34	PURCHASE REIMB	104620240 - Office Expense
					\$1,507.59		
					\$1,507.59		
Freestone, Boston	122136	CA004	07/07/2022	07/11/2022	240.00	ELECTION WORK	104173610 - Miscellaneous Supplie
					\$240.00		
Freestone, Natalie	122019	NF20220708125	07/08/2022	07/11/2022	293.00	Travel Reimbursement	104255230 - Travel Expense
					\$293.00		
Frontier	122020	FC20220624161	07/07/2022	07/11/2022	212.89	435-651-3351-082400-8	104225280 - Telephone
Frontier	122020	FC20220624161	07/07/2022	07/11/2022	541.80	435-727-3440-062308-8	104225280 - Telephone
Frontier	122020	FC20220624161	07/07/2022	07/11/2022	167.28	435-587-2797-030304-8	104225280 - Telephone
					\$921.97		
					\$921.97		
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	61.37	SJC Fuel Bill	104112251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	98.72	SJC Fuel Bill	104225251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	175.12	SJC Fuel Bill	104151251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	208.91	SJC Fuel Bill	724581251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	295.19	SJC Fuel Bill	104193251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	316.13	SJC Fuel Bill	104111251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	360.41	SJC Fuel Bill	104220251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	450.90	SJC Fuel Bill	104242251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	512.57	SJC Fuel Bill	104111251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	547.07	SJC Fuel Bill	104166251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	936.80	SJC Fuel Bill	255012.251 - Local General Health
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	1,011.58	SJC Fuel Bill	214412251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	1,163.93	SJC Fuel Bill	104225251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	1,544.34	SJC Fuel Bill	104256251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	1,693.73	SJC Fuel Bill	574424251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	1,797.37	SJC Fuel Bill	264350251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	1,914.18	SJC Fuel Bill	104672251 - Gas, Oil and Grease
Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	14,334.41	SJC Fuel Bill	104210251 - Gas, Oil and Grease

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Fuel Network	122021	F2212E00959	07/07/2022	07/11/2022	40,388.44	SJC Fuel Bill	214412251 - Gas, Oil and Grease
					\$67,811.17		
					\$67,811.17		
Gallegos, Alicia	122022	AG20220629153	07/07/2022	07/11/2022	80.00	Travel Reimbursement	104210230 - Travel Expense
Gallegos, Alicia	122022	AG20220629153	07/07/2022	07/11/2022	80.00	Travel Reimbursement	104210230 - Travel Expense
					\$160.00		
					\$160.00		
Gallegos, Megan	122023	MG2022062915	07/07/2022	07/11/2022	128.00	SJC Road	104173230 - Travel Expense
					\$128.00		
GBS Benefits Inc	122024	355488	07/07/2022	07/11/2022	3,000.00	Consulting	104965620 - Miscellaneous Service
					\$3,000.00		
Geffs Manufacturing Inc.	122025	1057	07/11/2022	07/11/2022	-750.00	SJC ROAD	214412250 - Equipment Operation
Geffs Manufacturing Inc.	122025	406360	07/11/2022	07/11/2022	2,658.16	SJC ROAD	214412250 - Equipment Operation
					\$1,908.16		
					\$1,908.16		
GHA Technologies Inc	122026	101215787	07/07/2022	07/11/2022	2,000.00	SJC EMA	104255740 - Equipment Purchases
					\$2,000.00		
Giddings, Brayden	122027	BG20220629153	07/07/2022	07/11/2022	241.50	Travel Reimbursement	104210480 - Special Department Su
					\$241.50		
Gizler, Elaine	122028	EG20220629153	07/07/2022	07/11/2022	37.13	PURCHASE REIMBURSEMENT	104193490 - Advertising and Promot
Gizler, Elaine	122028	EG20220629153	07/07/2022	07/11/2022	107.17	PURCHASE REIMBURSEMENT	104192490 - Advertising and Promot
					\$144.30		
					\$144.30		
Grand Junction Peterbilt	121944	211658	06/22/2022	06/22/2022	645.11	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	121944	211959	06/22/2022	06/22/2022	277.73	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	121944	212804	06/22/2022	06/22/2022	579.60	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	121944	213096	06/22/2022	06/22/2022	34.28	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	121944	213102	06/22/2022	06/22/2022	32.00	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	121944	213206	06/22/2022	06/22/2022	858.18	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	121944	213802	06/22/2022	06/22/2022	103.55	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	121944	CM208559A	06/22/2022	06/22/2022	-57.87	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	121944	CM211658	06/22/2022	06/22/2022	-17.27	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	121944	CM211959	06/22/2022	06/22/2022	-257.73	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	121944	CM213096	06/22/2022	06/22/2022	-34.28	SJC Road Dept	214412250 - Equipment Operation
					\$2,163.30		
Grand Junction Peterbilt	122029	213919	07/07/2022	07/11/2022	508.68	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	122029	214247	07/07/2022	07/11/2022	1,100.53	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	122029	214261	07/07/2022	07/11/2022	45.75	SJC Road Dept	214412250 - Equipment Operation

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Grand Junction Peterbilt	122029	214473	07/11/2022	07/11/2022	116.20	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	122029	214579	07/11/2022	07/11/2022	68.56	SJC Road Dept	214412250 - Equipment Operation
					\$1,839.72		
					\$4,003.02		
Grayeyes, Willie	122030	WG2022062711	07/07/2022	07/11/2022	593.87	Travel Reimbursement	104112310 - Professional and Techn
Grayeyes, Willie	122030	WG2022062915	07/07/2022	07/11/2022	1,540.34	Travel Reimbursement	104111230 - Travel Expense
					\$2,134.21		
					\$2,134.21		
Grey, Brandon	122031	bg20220621092	07/07/2022	07/11/2022	25.09	ROB	103511000 - Justice Court Fines
					\$25.09		
Halls, Craig C.	121945	8901	06/22/2022	06/22/2022	383.32	SJC Attorney	104126615 - Contracts
Halls, Craig C.	121945	8925	06/22/2022	06/22/2022	801.18	SJC Attorney	104126615 - Contracts
					\$1,184.50		
					\$1,184.50		
Handtevy Pediatric Emergency Sta	122032	INV-5721	07/07/2022	07/11/2022	577.50	SJC AMBULANCE	264350330 - Employee Education
					\$577.50		
Hansen, Catherine	122033	CH20220707165	07/08/2022	07/11/2022	100.00	FAIR JUDGE	104625240 - Office Expense
					\$100.00		
Holiday, Carl	122034	CH20220629153	07/07/2022	07/11/2022	1,700.00	Election Liasion	104173620 - Miscellaneous Service
					\$1,700.00		
Homedew, Jeremy	122035	JH20220629153	07/07/2022	07/11/2022	37.92	Search and Rescue	104215620 - Miscellaneous Service
					\$37.92		
Honecker, Christopher	122036	CH20220623174	07/07/2022	07/11/2022	186.00	Travel Reimbursement	214414230 - Travel Expense
					\$186.00		
Hurst, Val	121946	VH20220616160	06/22/2022	06/22/2022	59.00	Travel Reimbursement	214414230 - Travel Expense
Hurst, Val	122037	VH20220627084	07/07/2022	07/11/2022	420.00	Travel Reimbursement	214414230 - Travel Expense
					\$479.00		
ImageNet Consulting LLC	122038	INV225483	07/07/2022	07/11/2022	581.96	SJC Admin	104150240 - Office Expense
ImageNet Consulting LLC	122038	INV232509	07/07/2022	07/11/2022	993.68	SJC Sheriff	104230310 - Professional and Tech
ImageNet Consulting LLC	122038	INV243203	07/07/2022	07/11/2022	35.24	SJC Non Dept	104150240 - Office Expense
ImageNet Consulting LLC	122038	INV243204	07/07/2022	07/11/2022	542.68	SJC Non Dept	104150240 - Office Expense
ImageNet Consulting LLC	122038	INV246350	07/07/2022	07/11/2022	130.29	SJC Sheriff	104230310 - Professional and Tech
					\$2,283.85		
					\$2,283.85		
Intermountain Polygraph Serv.	122039	J22-013-017	07/07/2022	07/11/2022	1,379.00	SJC Sheriff's Office	104210620 - Miscellaneous Service
					\$1,379.00		

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Interstate Billing Service	122040	3028181303	07/11/2022	07/11/2022	132.52	SJC ROAD	214412250 - Equipment Operation
					\$132.52		
Ivins, Brittney	122041	BI202206271057	07/07/2022	07/11/2022	250.00	PURCHASE REIMBURSEMENT	104145210 - Subscriptions and Me
					\$250.00		
J-U-B Engineers Inc	122042	0153593	07/07/2022	07/11/2022	3,000.00	LASAL WATER CONTRACT	104150620 - Miscellaneous Service
					\$3,000.00		
Javelina Trading Company	122043	2206011	07/11/2022	07/11/2022	172.77	SJC Road Department	214414480 - Special Department Su
					\$172.77		
JB Restoration & Fabrication	121947	3955	06/22/2022	06/22/2022	465.00	SJC Road Dept	214412250 - Equipment Operation
					\$465.00		
JCI Billing Services	122044	358	07/07/2022	07/11/2022	1,620.00	SJC Ambulance Services	264350310 - Professional and Tech
					\$1,620.00		
Johnston, William	121948	WJ20220616083	06/22/2022	06/22/2022	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services
Johnston, William	121948	WJ20220616083	06/22/2022	06/22/2022	51.75	Planning & Zoning Meeting	104114230 - Travel Expense
					\$101.75		
					\$101.75		
Jones & Demille Engineering	121949	0128004	06/22/2022	06/22/2022	7,242.94	2203.036.00	214414310 - Professional and Tech
					\$7,242.94		
K&H Integrated Print Solutions	122045	062802	07/07/2022	07/11/2022	6,052.40	SJC Elections	104173310 - Professional and Tech
					\$6,052.40		
Keith, Victor Benjamin	122046	VK062722	07/07/2022	07/11/2022	450.00	SJC PUBLIC HEALTH	255062.620 - Tobacco Compliance
					\$450.00		
Kenworth Sales Company	121950	PRIIN5199969	06/22/2022	06/22/2022	126.38	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	121950	PRIIN5202334	06/22/2022	06/22/2022	68.13	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	121950	PRIIN5202334-2	06/22/2022	06/22/2022	159.10	SJC Road	214412250 - Equipment Operation
					\$353.61		
					\$353.61		
Kilgore Companies LLC	121951	1027696	06/22/2022	06/22/2022	1,805.44	SJC ROAD	214414410 - Road Supplies
Kilgore Companies LLC	121951	1027704	06/22/2022	06/22/2022	3,648.96	SJC ROAD	214414410 - Road Supplies
Kilgore Companies LLC	121951	1028324	06/22/2022	06/22/2022	1,477.28	SJC ROAD	214414410 - Road Supplies
Kilgore Companies LLC	121951	1029806	06/22/2022	06/22/2022	1,569.12	SJC ROAD	214414410 - Road Supplies
Kilgore Companies LLC	121951	1029815	06/22/2022	06/22/2022	1,598.24	SJC ROAD	214414410 - Road Supplies
					\$10,099.04		
					\$10,099.04		
L.N. Curtis & Sons	122047	INV600090	07/07/2022	07/11/2022	169.34	SJC Sheriff Dept	104210250 - Equipment Operation

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L.N. Curtis & Sons	122047	INV603888	07/07/2022	07/11/2022	166.56	SJC Fire Control	104220615 - Contracts
L.N. Curtis & Sons	122047	INV605294	07/07/2022	07/11/2022	8.50	SJC Sheriff Dept	104210610 - Miscellaneous Supplie
L.N. Curtis & Sons	122047	INV605919	07/07/2022	07/11/2022	2,728.00	SJC Sheriff Dept	104210250 - Equipment Operation
					<u>\$3,072.40</u>		
					\$3,072.40		
Lacy, Lehi	122048	LL20220707082	07/07/2022	07/11/2022	80.00	Reserve Officer	104230110 - Salaries and Wages
Lacy, Lehi	122048	LL20220707082	07/07/2022	07/11/2022	1,090.00	Reserve Officer	104210110 - Salaries and Wages
					<u>\$1,170.00</u>		
					\$1,170.00		
Landmark Design	122049	3	07/07/2022	07/11/2022	19,948.00	SJC EC DEV	104193615 - Contracts
					<u>\$19,948.00</u>		
					\$19,948.00		
Lansing, Loleta	122050	LL20220708125	07/08/2022	07/11/2022	560.00	Alternatives	104679615 - Contracts
					<u>\$560.00</u>		
					\$560.00		
Larcevall, Lavonne	122051	LL20220708125	07/08/2022	07/11/2022	115.60	TRANSPORT	104676615 - Contracts
					<u>\$115.60</u>		
					\$115.60		
Larry H. Miller	122052	338001	07/07/2022	07/11/2022	113.68	SJC Road Dept	214412250 - Equipment Operation
Larry H. Miller	122052	338236	07/07/2022	07/11/2022	27.10	SJC Road Dept	214412250 - Equipment Operation
					<u>\$140.78</u>		
					\$140.78		
Larson & Company	122053	22465354	07/07/2022	07/11/2022	28,000.00	San Juan County Audit	104150310 - Professional and Tech
					<u>\$28,000.00</u>		
					\$28,000.00		
Latigic LLC	122054	168423-000044	07/07/2022	07/11/2022	4,900.00	SJC EC DEV	104192615 - Contracts
					<u>\$4,900.00</u>		
					\$4,900.00		
Lefthand, Bernice	122137	CA007	07/11/2022	07/11/2022	1,350.00	Election Worker	104173610 - Miscellaneous Supplie
					<u>\$1,350.00</u>		
					\$1,350.00		
Library Store Inc.	122055	576794	07/08/2022	07/11/2022	234.93	SJC Library	724581240 - Office Expense
					<u>\$234.93</u>		
					\$234.93		
Life-Assist Inc.	122056	1218342	07/07/2022	07/11/2022	1,066.60	SJC Emergency Svc.	264350610 - Miscellaneous Supplie
Life-Assist Inc.	122056	1218344	07/07/2022	07/11/2022	980.99	SJC Emergency Svc.	264350610 - Miscellaneous Supplie
					<u>\$2,047.59</u>		
					\$2,047.59		
Lincoln National Life Insurance Co	122057	4425027734	07/07/2022	07/11/2022	1,649.00	Life Insurance Benefits	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	122057	4425027734	07/07/2022	07/11/2022	5,214.35	Life Insurance Benefits	104965135 - Life Insurance Premiu
					<u>\$6,863.35</u>		
					\$6,863.35		

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Love Communications	122058	061028	07/07/2022	07/11/2022	990.00	SJC Ec Dev	104192615 - Contracts
					\$990.00		
Main Street Drug and Boutique	122059	181906	07/07/2022	07/11/2022	202.19	SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique	122059	182100	07/07/2022	07/11/2022	13.87	SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique	122059	182402	07/07/2022	07/11/2022	5.97	SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique	122059	182493	07/07/2022	07/11/2022	18.00	SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique	122059	182509	07/08/2022	07/11/2022	10.39	SJC Library	724581620 - Special Programs
Main Street Drug and Boutique	122059	182836	07/07/2022	07/11/2022	24.49	SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique	122059	183152	07/07/2022	07/11/2022	27.43	SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique	122059	183194	07/07/2022	07/11/2022	38.00	SJC Sheriff	104230312 - Medical Expenses
					\$340.34		
					\$340.34		
Maryboy, Kenneth	122060	KM20220629153	07/07/2022	07/11/2022	194.22	Travel Reimbursement	104111230 - Travel Expense
					\$194.22		
McKee, Debra	122138	CA008	07/11/2022	07/11/2022	210.00	Election Work	104173610 - Miscellaneous Supplie
					\$210.00		
McNeely, Jerry	122061	RI0701221	07/01/2022	07/11/2022	1,200.00		104112310 - Professional and Techn
					\$1,200.00		
MetLife Group Benefits	122062	ML20220627110	07/07/2022	07/11/2022	9,934.11	Dental Customer # 5955986	104965134 - Health Insurance
					\$9,934.11		
Mexican Hat Special Serv Dist.	121952	622-24	06/22/2022	06/22/2022	66.93	SJC Fire/Rescue	104225270 - Utilities
Mexican Hat Special Serv Dist.	122063	RI0701222	07/01/2022	07/11/2022	500.00	Monthly USDA Loan Payment	104850915 - Transfers to Other Unit
					\$566.93		
Moab Regional Hospital	122064	MRH202206291	07/07/2022	07/11/2022	106.75	SJC SHERIFF	104230312 - Medical Expenses
					\$106.75		
Monticello City	122065	MC20220707104	07/07/2022	07/11/2022	56.91	SJC All Accounts	104225270 - Utilities
Monticello City	122065	MC20220707104	07/07/2022	07/11/2022	56.92	SJC All Accounts	264350270 - Utilities
Monticello City	122065	MC20220707104	07/07/2022	07/11/2022	70.00	SJC All Accounts	104620270 - Utilities
Monticello City	122065	MC20220707104	07/07/2022	07/11/2022	80.92	SJC All Accounts	104165270 - Utilities
Monticello City	122065	MC20220707104	07/07/2022	07/11/2022	205.00	SJC All Accounts	724167270 - Utilities
Monticello City	122065	MC20220707104	07/07/2022	07/11/2022	229.24	SJC All Accounts	104161270 - Utilities
Monticello City	122065	MC20220707104	07/07/2022	07/11/2022	385.48	SJC All Accounts	214414270 - Utilities
Monticello City	122065	MC20220707104	07/07/2022	07/11/2022	2,388.02	SJC All Accounts	104166270 - Utilities
Monticello City	122065	MC20220708125	07/08/2022	07/11/2022	100.00	Hideout Utilities	104672270 - Utilities
					\$3,572.49		
					\$3,572.49		
Monticello High School	122066	MHS202207071	07/08/2022	07/11/2022	500.00	ROPER SUPPORT	104194620 - Miscellaneous Service
					\$500.00		

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Monticello Mercantile	121953	C248471	06/22/2022	06/22/2022	46.77	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	121953	C248981	06/22/2022	06/22/2022	13.27	SJC Road	214412250 - Equipment Operation
					\$60.04		
Monticello Mercantile	122067	C248279	07/07/2022	07/11/2022	5.97	SJC Library	724581240 - Office Expense
Monticello Mercantile	122067	C249162	07/07/2022	07/11/2022	11.43	SJC Library	724581240 - Office Expense
Monticello Mercantile	122067	C249784	07/07/2022	07/11/2022	75.21	SJC Fair	104620240 - Office Expense
Monticello Mercantile	122067	C250000	07/07/2022	07/11/2022	124.99	SJC Sheriff	104230250 - Equipment Operation
Monticello Mercantile	122067	C250149	07/07/2022	07/11/2022	3.00	SJC Sheriff	104230610 - Miscellaneous Supplie
Monticello Mercantile	122067	C250584	07/07/2022	07/11/2022	3.99	SJC Sheriff	104210250 - Equipment Operation
Monticello Mercantile	122067	C250660	07/07/2022	07/11/2022	6.97	SJC Library	724581620 - Special Programs
Monticello Mercantile	122067	C251802	07/11/2022	07/11/2022	31.76	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	122067	C252587	07/07/2022	07/11/2022	47.96	SJC Fair	104620260 - Buildings and Grounds
Monticello Mercantile	122067	C252661	07/07/2022	07/11/2022	22.99	SJC BUILDING INSP	104242260 - Buildings and Grounds
Monticello Mercantile	122067	C252694	07/07/2022	07/11/2022	23.78	SJC Fair	104620260 - Buildings and Grounds
Monticello Mercantile	122067	C252755	07/07/2022	07/11/2022	13.49	SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	122067	C252756	07/07/2022	07/11/2022	4.47	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	122067	C252794	07/08/2022	07/11/2022	71.98	SJC Fair	104620260 - Buildings and Grounds
Monticello Mercantile	122067	C252797	07/11/2022	07/11/2022	25.99	SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	122067	E25112	07/11/2022	07/11/2022	10.76	SJC Road	214414260 - Buildings and Grounds
					\$484.74		
					\$544.78		
Morgan, Happy	122068	RI0701223	07/01/2022	07/11/2022	10,500.00		104126310 - Professional and Tech
					\$10,500.00		
Morris, Rose	122069	RM20220708125	07/08/2022	07/11/2022	560.00	Alternatives	104679615 - Contracts
					\$560.00		
Motor Parts	122070	801360	07/07/2022	07/11/2022	4.29	SJC Sheriff	104210250 - Equipment Operation
Motor Parts	122070	811810	07/07/2022	07/11/2022	94.96	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	812212	07/07/2022	07/11/2022	17.98	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	812380	07/07/2022	07/11/2022	7.78	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	812636	07/07/2022	07/11/2022	14.84	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	812694	07/07/2022	07/11/2022	7.47	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	812817	07/07/2022	07/11/2022	32.24	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813249	07/07/2022	07/11/2022	219.56	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813294	07/07/2022	07/11/2022	136.62	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813314	07/07/2022	07/11/2022	39.07	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813366	07/07/2022	07/11/2022	21.92	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813534	07/07/2022	07/11/2022	52.58	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813770	07/07/2022	07/11/2022	12.03	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813792	07/07/2022	07/11/2022	55.79	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813819	07/07/2022	07/11/2022	61.54	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813836	07/07/2022	07/11/2022	427.27	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813881	07/11/2022	07/11/2022	-132.00	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813924	07/11/2022	07/11/2022	18.75	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	813926	07/11/2022	07/11/2022	7.54	SJC Road Dept	214412250 - Equipment Operation

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Motor Parts	122070	813992	07/11/2022	07/11/2022	435.82	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	814025	07/11/2022	07/11/2022	36.16	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	814040	07/11/2022	07/11/2022	31.84	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	122070	814057	07/11/2022	07/11/2022	126.59	SJC Road Dept	214412250 - Equipment Operation
					\$1,730.64		
					\$1,730.64		
Motor Parts of Monticello	122071	529998	07/07/2022	07/11/2022	144.21	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	533740	07/07/2022	07/11/2022	516.57	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	533741	07/07/2022	07/11/2022	3.35	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534007	07/07/2022	07/11/2022	35.24	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534055	07/07/2022	07/11/2022	115.72	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534274	07/07/2022	07/11/2022	134.11	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534291	07/07/2022	07/11/2022	448.58	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534323	07/07/2022	07/11/2022	14.12	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534350	07/07/2022	07/11/2022	9.52	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534357	07/07/2022	07/11/2022	-108.00	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534359	07/07/2022	07/11/2022	51.04	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534366	07/07/2022	07/11/2022	20.72	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534406	07/07/2022	07/11/2022	147.17	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534410	07/07/2022	07/11/2022	16.12	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534417	07/07/2022	07/11/2022	66.20	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534438	07/07/2022	07/11/2022	20.77	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534446	07/07/2022	07/11/2022	28.36	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534487	07/07/2022	07/11/2022	10.42	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534496	07/07/2022	07/11/2022	8.86	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534499	07/07/2022	07/11/2022	-10.50	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534502	07/07/2022	07/11/2022	109.34	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534712	07/07/2022	07/11/2022	2.65	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534736	07/07/2022	07/11/2022	50.11	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534743	07/07/2022	07/11/2022	14.91	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534966	07/07/2022	07/11/2022	13.41	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534967	07/07/2022	07/11/2022	65.40	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	534977	07/07/2022	07/11/2022	84.74	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	535058	07/07/2022	07/11/2022	16.90	SJC Road	104210250 - Equipment Operation
Motor Parts of Monticello	122071	535135	07/07/2022	07/11/2022	261.67	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	535139	07/07/2022	07/11/2022	186.62	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	535171	07/07/2022	07/11/2022	13.40	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	535188	07/07/2022	07/11/2022	62.48	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	535196	07/07/2022	07/11/2022	37.12	SJC Sheriff	104210250 - Equipment Operation
Motor Parts of Monticello	122071	535217	07/07/2022	07/11/2022	115.29	SJC Sheriff	214412250 - Equipment Operation
Motor Parts of Monticello	122071	535236	07/07/2022	07/11/2022	-7.00	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	535275	07/07/2022	07/11/2022	56.40	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	535276	07/07/2022	07/11/2022	5.98	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	122071	535331	07/07/2022	07/11/2022	6.70	SJC Road	214412250 - Equipment Operation
					\$2,768.70		
					\$2,768.70		

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Motorola Solutions	122072	8281397714	07/07/2022	07/11/2022	180.00	SJC Sheriff	104210610 - Miscellaneous Supplie
					\$180.00		
Mountainland Supply Co	122073	ML20220628114	07/07/2022	07/11/2022	-1,365.59	SJC Road Dept	214414260 - Buildings and Grounds
Mountainland Supply Co	122073	S104384191.001	07/08/2022	07/11/2022	484.46	SJC Road Dept	214412250 - Equipment Operation
Mountainland Supply Co	122073	S104426649.001	07/08/2022	07/11/2022	44.69	SJC Road Dept	214412250 - Equipment Operation
Mountainland Supply Co	122073	S104587069.001	07/08/2022	07/11/2022	152.91	SJC Road Dept	214414260 - Buildings and Grounds
Mountainland Supply Co	122073	S104640497.001	07/08/2022	07/11/2022	32.82	SJC Road Dept	214412250 - Equipment Operation
Mountainland Supply Co	122073	S104741027.001	07/08/2022	07/11/2022	992.31	SJC Road Dept	214414410 - Road Supplies
Mountainland Supply Co	122073	S104769802.001	07/08/2022	07/11/2022	341.60	SJC Road Dept	214414410 - Road Supplies
					\$683.20		
					\$683.20		
National Benefit Services LLC	121954	855012	06/22/2022	06/22/2022	79.30	FSA Plan Admin Fees	104965140 - Other Employee Benefi
National Benefit Services LLC	121954	CP318317	06/22/2022	06/22/2022	3,214.48	FSA Plan	102227000 - Health Care Reimburs
					\$3,293.78		
National Benefit Services LLC	122074	858656	07/07/2022	07/11/2022	79.30	FSA Plan	104965140 - Other Employee Benefi
					\$3,373.08		
Navajo Nation Water Code Admini	122075	214-1024	07/08/2022	07/11/2022	3.73	SJC Fire	104225270 - Utilities
					\$3.73		
Navajo Tribal UtilityAuthority	122076	30000943397	07/07/2022	07/11/2022	121.97	60040657 MZC Fire Station East	104225270 - Utilities
Navajo Tribal UtilityAuthority	122076	36001239141	07/07/2022	07/11/2022	180.75	60378369	104574270 - Utilities
Navajo Tribal UtilityAuthority	122076	39000968614	07/07/2022	07/11/2022	23.27	60378368 4000 W HWY 163	214414270 - Utilities
Navajo Tribal UtilityAuthority	122076	39000968615	07/07/2022	07/11/2022	195.98	60378370- 300 N 1200 E TVBOST	104574270 - Utilities
Navajo Tribal UtilityAuthority	122076	39000968616	07/07/2022	07/11/2022	23.86	60378371 Along Hwy 162	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	122076	39000968617	07/07/2022	07/11/2022	4.88	60378372 Abt HWY 162	104850270 - Utilities
Navajo Tribal UtilityAuthority	122076	39000968618	07/07/2022	07/11/2022	4.44	60378373 - Abt State Road 162	104850270 - Utilities
Navajo Tribal UtilityAuthority	122076	39000968619	07/07/2022	07/11/2022	48.36	60378374 101 S 100 E	104225270 - Utilities
Navajo Tribal UtilityAuthority	122076	39000968620	07/07/2022	07/11/2022	6.20	60378375 Hwy 162 and Hwy 262	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	122076	39000968621	07/07/2022	07/11/2022	5.83	60378376 Front Fire Station	104850730 - Improvements Other T
					\$615.54		
					\$615.54		
Nelson, Melvin	121955	MN20220616083	06/22/2022	06/22/2022	50.00	Planning and Zoning	104146210 - Subscriptions and Me
					\$50.00		
Nicholas & Company	122077	7980882	07/07/2022	07/11/2022	400.03	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122077	7984484	07/07/2022	07/11/2022	1,685.15	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122077	7984489	07/07/2022	07/11/2022	890.56	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	122077	7984489	07/07/2022	07/11/2022	890.57	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	122077	7988528	07/07/2022	07/11/2022	412.11	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122077	7988531	07/07/2022	07/11/2022	277.51	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	122077	7988531	07/07/2022	07/11/2022	277.51	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	122077	7991944	07/07/2022	07/11/2022	3,259.47	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122077	7991948	07/07/2022	07/11/2022	691.54	SJC Aging	104678323 - Meals - Monticello

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Nicholas & Company	122077	7991948	07/07/2022	07/11/2022	691.55	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	122077	7991950	07/07/2022	07/11/2022	357.86	SJC Aging	104677329 - Meals - Bluff
Nicholas & Company	122077	7991950	07/07/2022	07/11/2022	357.86	SJC Aging	104678329 - Meals - Bluff
Nicholas & Company	122077	7996564	07/07/2022	07/11/2022	387.19	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122077	8000041	07/07/2022	07/11/2022	2,171.40	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122077	8000046	07/07/2022	07/11/2022	947.88	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	122077	8000046	07/07/2022	07/11/2022	947.89	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	122077	8003824	07/07/2022	07/11/2022	195.52	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122077	8003828	07/08/2022	07/11/2022	968.25	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	122077	8003828	07/08/2022	07/11/2022	968.30	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	122077	8007293	07/07/2022	07/11/2022	1,992.90	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	122077	8011078	07/08/2022	07/11/2022	661.21	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	122077	8011078	07/08/2022	07/11/2022	661.21	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	122077	8011086	07/08/2022	07/11/2022	196.06	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	122077	8011086	07/08/2022	07/11/2022	196.07	SJC Aging	104678325 - Meals - Blanding
					\$20,485.60		
					\$20,485.60		
Nielson, Cody	121956	CN20220616083	06/22/2022	06/22/2022	25.88	Planning & Zoning	104114230 - Travel Expense
Nielson, Cody	121956	CN20220616083	06/22/2022	06/22/2022	50.00	Planning & Zoning	104114620 - Miscellaneous Services
					\$75.88		
					\$75.88		
ODP Business Solutions LLC	121957	246533891001	06/22/2022	06/22/2022	206.62	SJC Public Health	255075.240 - Overdose Data to Acti
ODP Business Solutions LLC	122078	215810472001	07/11/2022	07/11/2022	301.28	SJC Attorney	104145240 - Office Expense
ODP Business Solutions LLC	122078	220300864001	07/11/2022	07/11/2022	217.79	SJC Attorney	104145240 - Office Expense
ODP Business Solutions LLC	122078	220328404001	07/11/2022	07/11/2022	109.99	SJC Attorney	104145240 - Office Expense
ODP Business Solutions LLC	122078	226486499001	07/11/2022	07/11/2022	13.74	SJC Attorney	104145240 - Office Expense
ODP Business Solutions LLC	122078	247406291001	07/11/2022	07/11/2022	-34.13	SJC Public Health	255007.240 - Indirect Admin Office e
ODP Business Solutions LLC	122078	247458700001	07/07/2022	07/11/2022	180.70	SJC Sheriff	104232310 - Professional and Tech
ODP Business Solutions LLC	122078	247502744001	07/07/2022	07/11/2022	57.06	SJC Sheriff	104230240 - Office Expense
					\$846.43		
					\$1,053.05		
Otis Elevator Company	122079	100400813315	07/07/2022	07/11/2022	1,171.14	SJC Admin Building	104165310 - Professional and Tech
					\$1,171.14		
Packard Wholesale Co.	121958	INV188271	06/22/2022	06/22/2022	60.24	SJC Public Health	255007.260 - Indirect Admin Buildin
Packard Wholesale Co.	121958	INV188272	06/22/2022	06/22/2022	90.34	SJC Public Health	255298.610 - COVID Vaccine Vulner
Packard Wholesale Co.	121958	INV188272	06/22/2022	06/22/2022	212.06	SJC Public Health	255007.260 - Indirect Admin Buildin
					\$362.64		
Packard Wholesale Co.	122080	INV188227	07/07/2022	07/11/2022	221.24	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122080	INV188247	07/07/2022	07/11/2022	61.63	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122080	INV188248	07/07/2022	07/11/2022	540.52	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122080	INV188282	07/07/2022	07/11/2022	334.94	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122080	INV188288	07/07/2022	07/11/2022	304.84	SJC Aging	104678323 - Meals - Monticello

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Packard Wholesale Co.	122080	INV188288	07/07/2022	07/11/2022	304.85	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	122080	INV188290	07/07/2022	07/11/2022	101.42	SJC Aging	104677325 - Meals - Blanding
Packard Wholesale Co.	122080	INV188290	07/07/2022	07/11/2022	101.42	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	122080	INV188711	07/07/2022	07/11/2022	250.63	SJC Aging	104678329 - Meals - Bluff
Packard Wholesale Co.	122080	INV188711	07/07/2022	07/11/2022	250.64	SJC Aging	104677329 - Meals - Bluff
Packard Wholesale Co.	122080	INV188713	07/07/2022	07/11/2022	126.60	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	122080	INV188713	07/07/2022	07/11/2022	126.61	SJC Aging	104677325 - Meals - Blanding
Packard Wholesale Co.	122080	INV188739	07/07/2022	07/11/2022	351.55	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	122080	INV188739	07/07/2022	07/11/2022	351.55	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	122080	INV188752	07/07/2022	07/11/2022	514.03	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122080	INV189094	07/08/2022	07/11/2022	65.70	SJC Aging	104677325 - Meals - Blanding
Packard Wholesale Co.	122080	INV189094	07/08/2022	07/11/2022	65.78	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	122080	INV189118	07/07/2022	07/11/2022	167.95	SJC Sheriff's Office	104161260 - Buildings and Grounds
Packard Wholesale Co.	122080	INV189160	07/07/2022	07/11/2022	309.14	SJC Admin Building	104161260 - Buildings and Grounds
Packard Wholesale Co.	122080	INV189161	07/07/2022	07/11/2022	161.71	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122080	INV189162	07/07/2022	07/11/2022	221.24	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	122080	INV189168	07/08/2022	07/11/2022	235.10	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	122080	INV189168	07/08/2022	07/11/2022	235.11	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	122080	INV189170	07/08/2022	07/11/2022	86.58	SJC Aging	104677323 - Meals - Monticello
					\$5,490.78		
					\$5,853.42		
Palmer, Payton	122081	PP20220629153	07/07/2022	07/11/2022	80.00	TRAVEL REIMB	104210230 - Travel Expense
Palmer, Payton	122081	PP20220629153	07/07/2022	07/11/2022	80.00	TRAVEL REIMB	104210230 - Travel Expense
Palmer, Payton	122081	PP20220707082	07/07/2022	07/11/2022	80.00	TRAVEL REIMB	104210230 - Travel Expense
Palmer, Payton	122081	PP20220707082	07/07/2022	07/11/2022	60.00	TRAVEL REIMB	104210230 - Travel Expense
					\$300.00		
					\$300.00		
Pearson, Glenis	122082	GP20220627110	07/07/2022	07/11/2022	266.86	Purchase Reimbursement	104143240 - Office Expense
					\$266.86		
Peterbilt of Utah Inc.	122083	294R22	07/07/2022	07/11/2022	20,000.00	SJC ROAD	214414740 - Equipment Purchases
					\$20,000.00		
Petty Cash	121959	PC20220616083	06/22/2022	06/22/2022	19.52	SJC Library	724581240 - Office Expense
Petty Cash	121959	PC20220616083	06/22/2022	06/22/2022	39.33	SJC Library	724581920 - Grant Expenses
					\$58.85		
Petty Cash	122084	PC20220707165	07/08/2022	07/11/2022	8.86	Petty Cash	724581920 - Grant Expenses
Petty Cash	122084	PC20220711080	07/11/2022	07/11/2022	8.34	SJC Library	724581920 - Grant Expenses
Petty Cash	122084	PC20220711080	07/11/2022	07/11/2022	7.50	SJC Library	724581920 - Grant Expenses
Petty Cash	122084	PC20220711080	07/11/2022	07/11/2022	12.00	SJC Library	724581240 - Office Expense
					\$36.70		
					\$95.55		
Petty Cash - Monticello Library	122085	PC20220627105	07/07/2022	07/11/2022	1.25	PETTY CASH	724581620 - Special Programs
					\$1.25		

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Pick-A-Stitch	122086	2367	07/07/2022	07/11/2022	210.00	SJC Fair	104625240 - Office Expense
					\$210.00		
Pitney Bowes	122087	1020902716	07/07/2022	07/11/2022	180.00	SJC SHERIFF	104230240 - Office Expense
					\$180.00		
Power Equipment Company	121960	S22006129	06/22/2022	06/22/2022	3,284.78	SJC ROAD	214412250 - Equipment Operation
					\$3,284.78		
Pugh, Delton	122088	DP20220708125	07/08/2022	07/11/2022	113.00	Travel Reimbursement	104682230 - Travel Expense
					\$113.00		
Quadient Finance USA, Inc.	122089	N9476751	07/07/2022	07/11/2022	1,971.00	Postage Machine Lease	104150241 - Postage
Quadient Finance USA, Inc.	122089	Q202206271056	07/07/2022	07/11/2022	3,014.50	Postage Machine Lease	104150241 - Postage
					\$4,985.50		
					\$4,985.50		
Quill Corporation	122090	25672669	07/08/2022	07/11/2022	36.37	SJC Library	724581240 - Office Expense
Quill Corporation	122090	25672669	07/08/2022	07/11/2022	242.83	SJC Library	724581250 - Computer Maintenan
Quill Corporation	122090	25702323	07/08/2022	07/11/2022	12.77	SJC Library	724581240 - Office Expense
					\$291.97		
					\$291.97		
Rahm Transport LLC	121961	0500	06/21/2022	06/22/2022	12,059.77	SJC Road Dept	214414410 - Road Supplies
					\$12,059.77		
Ramsay, April	122139	CA005	07/11/2022	07/11/2022	260.00	Election Worker	104173610 - Miscellaneous Supplie
					\$260.00		
Redd's Ace Hardware	121962	855746	06/22/2022	06/22/2022	30.55	SJC Aging	104676610 - Miscellaneous Supplie
Redd's Ace Hardware	121962	857245	06/22/2022	06/22/2022	25.99	SJC Aging	104680610 - Miscellaneous Supplie
Redd's Ace Hardware	121962	857879	06/22/2022	06/22/2022	39.56	SJC Road	214414260 - Buildings and Grounds
					\$96.10		
Redd's Ace Hardware	122091	857636	07/07/2022	07/11/2022	41.72	SJC Library	724168260 - Buildings and Grounds
Redd's Ace Hardware	122091	858562	07/07/2022	07/11/2022	11.99	SJC Fire	104225260 - Buildings and Grounds
Redd's Ace Hardware	122091	858748	07/11/2022	07/11/2022	34.56	SJC Library	724168260 - Buildings and Grounds
Redd's Ace Hardware	122091	858749	07/07/2022	07/11/2022	8.38	SJC Sheriff	104165260 - Buildings and Grounds
Redd's Ace Hardware	122091	858834	07/07/2022	07/11/2022	298.95	SJC Sheriff	104676260 - Buildings and Grounds
Redd's Ace Hardware	122091	859030	07/11/2022	07/11/2022	74.99	SJC Road	214414260 - Buildings and Grounds
Redd's Ace Hardware	122091	859114	06/30/2022	07/11/2022	23.77	SJC Public Health	255193.480 - Home Visiting - PAT S
Redd's Ace Hardware	122091	859254	07/11/2022	07/11/2022	69.96	SJC Road	214414260 - Buildings and Grounds
Redd's Ace Hardware	122091	859799	07/11/2022	07/11/2022	65.56	SJC Library	724168260 - Buildings and Grounds
					\$629.88		
					\$725.98		
RelaDyne West LLC	122092	0852600-IN	07/08/2022	07/11/2022	12,222.00	SJC Landfill	574424251 - Gas, Oil and Grease
					\$12,222.00		

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RiverCanyon Wireless	122093	83991	07/07/2022	07/11/2022	885.66	SJC Fair	104620270 - Utilities
					\$885.66		
Rock, Christine	122094	CR20220708125	07/08/2022	07/11/2022	560.00	Alternatives	104679615 - Contracts
					\$560.00		
Rocky Mountain Power	121963	RMP202206171	06/22/2022	06/22/2022	60.79	59271696-0022 Lasal Fire	104225270 - Utilities
Rocky Mountain Power	121963	RMP202206171	06/22/2022	06/22/2022	29.23	59288636-0045 Fire House/	104225270 - Utilities
Rocky Mountain Power	121963	RMP202206171	06/22/2022	06/22/2022	26.27	73241784-0038	104225270 - Utilities
					\$116.29		
Rocky Mountain Power	122095	RMP202207071	07/07/2022	07/11/2022	91.59	59271696-0022 Lasal Fire	104225270 - Utilities
					\$207.88		
Roughrock Aviation LLC	122096	RI0701224	07/01/2022	07/11/2022	6,500.00		105430615 - Contracts
					\$6,500.00		
Salt Lake Community College	122097	2022.11.5	07/07/2022	07/11/2022	845.08	SJC Jail	104210230 - Travel Expense
					\$845.08		
San Juan Clinic	121964	291R22	06/22/2022	06/22/2022	72.00	KELLY BLEGGI	214414620 - Miscellaneous Service
San Juan Clinic	121964	292R22	06/22/2022	06/22/2022	72.00	Damasio Alvarado Zamora	214414620 - Miscellaneous Service
San Juan Clinic	121964	293R22	06/22/2022	06/22/2022	72.00	Ryan Norman	214414620 - Miscellaneous Service
					\$216.00		
					\$216.00		
San Juan Hospital	122098	8628415	07/07/2022	07/11/2022	1,253.77	SJC Sheriff Dept	104230312 - Medical Expenses
San Juan Hospital	122098	8649264	07/07/2022	07/11/2022	75.84	SJC Sheriff Dept	104230312 - Medical Expenses
San Juan Hospital	122098	8649270	07/07/2022	07/11/2022	391.62	SJC Sheriff Dept	104230312 - Medical Expenses
San Juan Hospital	122098	8689782	07/07/2022	07/11/2022	743.00	SJC Sheriff Dept	104230312 - Medical Expenses
					\$2,464.23		
					\$2,464.23		
San Juan Public Health	122099	EVPH062722	06/30/2022	07/11/2022	62.16	TABACCO COMPLIANCE	255062.620 - Tobacco Compliance
					\$62.16		
San Juan Record	122100	161314	07/07/2022	07/11/2022	336.00	SJC Weed Dept	104256220 - Public Notices
San Juan Record	122100	161370	07/07/2022	07/11/2022	571.20	SJC Elections	104173220 - Public Notices
San Juan Record	122100	161443-161444	07/07/2022	07/11/2022	351.14	SJC Assessor	104146240 - Office Expense
San Juan Record	122100	SJCELE0622	07/07/2022	07/11/2022	1,386.90	SJC Elections	104173220 - Public Notices
San Juan Record	122100	SJCHR0622	07/08/2022	07/11/2022	487.80	SJC Human Resources	104134220 - Public Notices
					\$3,133.04		
					\$3,133.04		
Scales and Tails Utah, Inc	122101	ST20222206485	07/07/2022	07/11/2022	1,730.00	SJC Library	724581920 - Grant Expenses
					\$1,730.00		

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Schafer, Trent	121965	TS20220616083	06/22/2022	06/22/2022	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services
					\$50.00		
Shaw, Talyn	122102	CA002	07/07/2022	07/11/2022	325.00	ELECTION WORKER	104173610 - Miscellaneous Supplie
					\$325.00		
Silas, Marilyn	122103	MS20220708125	07/08/2022	07/11/2022	560.00	Alternatives	104679615 - Contracts
Silas, Marilyn	122103	MS20220708125	07/08/2022	07/11/2022	560.00	Alternatives	104679615 - Contracts
					\$1,120.00		
					\$1,120.00		
SJC Inmate Account	122104	TP20220807104	07/08/2022	07/11/2022	2,012.75	Trustee Payroll	104230352 - Inmate Humanitarian E
					\$2,012.75		
Skaggs Companies Inc.	122105	450_A_126785_	07/07/2022	07/11/2022	94.50	SJC Sheriff Dept	104230610 - Miscellaneous Supplie
Skaggs Companies Inc.	122105	450_A_126946_	07/07/2022	07/11/2022	94.50	SJC Sheriff Dept	104230610 - Miscellaneous Supplie
					\$189.00		
					\$189.00		
Snap - On Tools	121966	06072242693	06/22/2022	06/22/2022	127.00	SJC Road	214412250 - Equipment Operation
Snap - On Tools	121966	06072242693	06/22/2022	06/22/2022	584.00	SJC Road	214412210 - Subscriptions and Me
					\$711.00		
					\$711.00		
Southwest Colorado TV	122106	06-21-2022	07/07/2022	07/11/2022	2,495.30	Contract Services	104574615 - Contracts
					\$2,495.30		
Spillman, Koleman	122107	KS20220629153	07/07/2022	07/11/2022	80.00	TRAVEL REIMBURSEMENT	104230230 - Travel Expense
Spillman, Koleman	122107	KS20220707082	07/07/2022	07/11/2022	80.00	TRAVEL REIMBURSEMENT	104230230 - Travel Expense
Spillman, Koleman	122107	KS20220707082	07/07/2022	07/11/2022	80.00	TRAVEL REIMBURSEMENT	104230230 - Travel Expense
Spillman, Koleman	122107	KS20220707082	07/07/2022	07/11/2022	80.00	TRAVEL REIMBURSEMENT	104230230 - Travel Expense
					\$320.00		
					\$320.00		
State of Utah	121967	22F0000260	06/21/2022	06/22/2022	152.50	SJC PUBLIC HEALTH	255013.980 - Vital Statistics Intergov
State of Utah	121968	22L0001243	06/21/2022	06/22/2022	31.40	SJC PUBLIC HEALTH	255740.310 - State LHD Eviron Prof
State of Utah	122108	22H5002074	06/30/2022	07/11/2022	918.95	SJC PUBLIC HEALTH	255192.980 - TCM Intergovernment
					\$1,102.85		
Sun Parks	122109	7072022	07/08/2022	07/11/2022	4,400.00	SJC EC DEV	104193490 - Advertising and Promot
					\$4,400.00		
SWANA Beehive Chapter	122110	2023-1164724	07/07/2022	07/11/2022	228.00	SJC Landfill	574424210 - Subscriptions and Me
					\$228.00		
Symbol Arts	122111	0433973-IN	07/07/2022	07/11/2022	469.00	SJC Sheriff Dept	104194620 - Miscellaneous Service
					\$469.00		

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Sysco Intermountain Food Svc.	122112	485285219	07/07/2022	07/11/2022	41.59	SJC SHERIFF	104230350 - State Prisoner Expens
Sysco Intermountain Food Svc.	122112	485286871	07/07/2022	07/11/2022	39.50	SJC SHERIFF	104230350 - State Prisoner Expens
Sysco Intermountain Food Svc.	122112	485287927	07/07/2022	07/11/2022	292.78	SJC SHERIFF	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	122112	485301772	07/07/2022	07/11/2022	792.30	SJC SHERIFF	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	122112	485307900	07/07/2022	07/11/2022	237.38	SJC SHERIFF	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	122112	485316682	07/07/2022	07/11/2022	691.04	SJC SHERIFF	104230480 - Kitchen Food
Sysco Intermountain Food Svc.	122112	485331917	07/07/2022	07/11/2022	980.79	SJC SHERIFF	104230480 - Kitchen Food
					<u>\$3,075.38</u>		
					\$3,075.38		
TAGS	122113	217402	07/08/2022	07/11/2022	21.00	NAME PLATE	104111610 - Miscellaneous Supplies
					<u>\$21.00</u>		
					\$21.00		
Tiefenbach North America LLC	121969	435025	06/22/2022	06/22/2022	13.38	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	121969	435026	06/22/2022	06/22/2022	28.30	SJC Road Dept	214412250 - Equipment Operation
					<u>\$41.68</u>		
Tiefenbach North America LLC	122114	435741	07/07/2022	07/11/2022	112.41	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	122114	436491	07/11/2022	07/11/2022	125.56	SJC Road Dept	214412250 - Equipment Operation
					<u>\$237.97</u>		
					\$279.65		
Todachinnie, Herbert	122115	HT20220707082	07/07/2022	07/11/2022	1,200.00	PATROLING	104210110 - Salaries and Wages
					<u>\$1,200.00</u>		
					\$1,200.00		
Tomco, Ben	122116	BT20220627110	07/07/2022	07/11/2022	241.00	PURCHASE REIMBURSMENT	104242330 - Employee Education
					<u>\$241.00</u>		
					\$241.00		
Torgerson, Jason	122117	JT20220707082	07/07/2022	07/11/2022	34.00	Travel Reimbursement	104210230 - Travel Expense
					<u>\$34.00</u>		
					\$34.00		
Trinsio	121970	524348	06/22/2022	06/22/2022	1,060.00	SJC IT	104151480 - Special Department Su
Trinsio	121970	526555	06/22/2022	06/22/2022	660.00	SJC IT	104151480 - Special Department Su
Trinsio	121970	532275	06/22/2022	06/22/2022	2.15	SJC IT	104161260 - Buildings and Grounds
					<u>\$1,722.15</u>		
					\$1,722.15		
Tsosie, Terry	122118	TT20220708125	07/08/2022	07/11/2022	560.00	Alternatives	104679615 - Contracts
					<u>\$560.00</u>		
					\$560.00		
Turk, Palmer	122119	PT20220629153	07/07/2022	07/11/2022	80.00	TRAVEL REIMBURSEMENT	104230230 - Travel Expense
Turk, Palmer	122119	PT20220629153	07/07/2022	07/11/2022	120.00	TRAVEL REIMBURSEMENT	104230230 - Travel Expense
Turk, Palmer	122119	PT20220629153	07/07/2022	07/11/2022	80.00	TRAVEL REIMBURSEMENT	104230230 - Travel Expense
Turk, Palmer	122119	PT20220707082	07/07/2022	07/11/2022	80.00	TRAVEL REIMBURSEMENT	104230230 - Travel Expense
					<u>\$360.00</u>		
					\$360.00		

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U.S. Bank Corporate Payment	121977	CC20220623155	06/27/2022	06/27/2022	20.99	4246-0470-0106-9233 Tammy Gallegos	104134220 - Public Notices
U.S. Bank Corporate Payment	121977	CC20220623155	06/27/2022	06/27/2022	83.49	4246-0470-0106-9233 Tammy Gallegos	104676260 - Buildings and Grounds
U.S. Bank Corporate Payment	121977	CC20220623155	06/27/2022	06/27/2022	107.65	4246-0470-0106-9233 Tammy Gallegos	104676220 - Public Notices
U.S. Bank Corporate Payment	121977	CC20220623155	06/27/2022	06/27/2022	182.74	4246-0470-0106-9233 Tammy Gallegos	104678328 - Meals - La Sal
U.S. Bank Corporate Payment	121977	CC20220623155	06/27/2022	06/27/2022	223.18	4246-0470-0106-9233 Tammy Gallegos	104684220 - Public Notices
U.S. Bank Corporate Payment	121977	CC20220623155	06/27/2022	06/27/2022	427.93	4246-0470-0106-9233 Tammy Gallegos	104255230 - Travel Expense
U.S. Bank Corporate Payment	121977	CC20220623155	06/27/2022	06/27/2022	452.85	4246-0470-0106-9233 Tammy Gallegos	104671220 - Public Notices
U.S. Bank Corporate Payment	121977	CC20220623155	06/27/2022	06/27/2022	2,973.51	4246-0470-0106-9233 Tammy Gallegos	104686610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	121977	CC20220623155	06/27/2022	06/27/2022	5,985.73	4246-0470-0106-9233 Tammy Gallegos	104255480 - Special Department Su
U.S. Bank Corporate Payment	121977	CC20220623155	06/27/2022	06/27/2022	19,086.63	4246-0470-0106-9233 Tammy Gallegos	104684610 - Miscellaneous Supplie
					\$29,544.70		
U.S. Bank Corporate Payment	122120	CC20220627105	07/08/2022	07/11/2022	67.72	4246-0446-5323-3506 Cindi Holyoak	104144230 - Travel Expense
U.S. Bank Corporate Payment	122120	CC20220627105	07/08/2022	07/11/2022	718.00	4246-0446-5323-3506 Cindi Holyoak	104144242 - Software Maintenance
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	6.50	4246-0470-0139-5331 Elaine Gizler	104192220 - Public Notices
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	6.50	4246-0470-0139-5331 Elaine Gizler	104193240 - Office Expense
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	6.93	4246-0470-0139-5331 Elaine Gizler	104193210 - Subscriptions and Me
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	59.45	4246-0470-0139-5331 Elaine Gizler	104192210 - Subscriptions and Me
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	962.53	4246-0470-0139-5331 Elaine Gizler	104193480 - Special Department Su
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	35.00	4246-0446-5807-5266 BEN NIELSON	104192210 - Subscriptions and Me
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	-31.58	4246-0446-5118-0295 Mack McDonald	104151240 - Office Expense
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	54.95	4246-0446-5118-0295 Mack McDonald	104574250 - Equipment Operation
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	55.26	4246-0446-5118-0295 Mack McDonald	104113610 - Miscellaneous Supplies
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	56.26	4246-0446-5118-0295 Mack McDonald	104111230 - Travel Expense
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	138.59	4246-0446-5118-0295 Mack McDonald	104134240 - Office Expense
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	153.87	4246-0446-5118-0295 Mack McDonald	104111230 - Travel Expense
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	178.84	4246-0446-5118-0295 Mack McDonald	104134230 - Travel Expense
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	375.51	4246-0446-5118-0295 Mack McDonald	104161260 - Buildings and Grounds
U.S. Bank Corporate Payment	122120	CC20220627110	07/08/2022	07/11/2022	815.05	4246-0446-5118-0295 Mack McDonald	104113230 - Travel Expense
U.S. Bank Corporate Payment	122120	CC20220628091	07/08/2022	07/11/2022	10.00	4246-0446-5808-5125 GRANT SUNADA	255040.220 - Preventative Block Gr
U.S. Bank Corporate Payment	122120	CC20220628091	07/08/2022	07/11/2022	288.18	4246-0446-5808-5125 GRANT SUNADA	255007.230 - Indirect Admin Travel
U.S. Bank Corporate Payment	122120	CC20220628091	07/08/2022	07/11/2022	572.29	4246-0446-5808-5125 GRANT SUNADA	255281.230 - EED - Epidemiology T
U.S. Bank Corporate Payment	122120	CC20220629083	07/08/2022	07/11/2022	3.68	4246-0446-5808-5489 TYLER KETRON	255013.241 - Vital Statistics Postag
U.S. Bank Corporate Payment	122120	CC20220629083	07/08/2022	07/11/2022	14.04	4246-0446-5808-5489 TYLER KETRON	255008.280 - Indirect Nursing Telep
U.S. Bank Corporate Payment	122120	CC20220629083	07/08/2022	07/11/2022	56.57	4246-0446-5808-5489 TYLER KETRON	255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	122120	CC20220629083	07/08/2022	07/11/2022	524.00	4246-0446-5808-5489 TYLER KETRON	255193.480 - Home Visiting - PAT S
U.S. Bank Corporate Payment	122120	CC20220629083	07/08/2022	07/11/2022	599.00	4246-0446-5808-5489 TYLER KETRON	255075.330 - Overdose Data to Acti
U.S. Bank Corporate Payment	122120	CC20220629083	07/08/2022	07/11/2022	1,199.50	4246-0446-5808-5489 TYLER KETRON	255061.610 - Tobacco Prevention Mi
U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	32.26	4246-0400-1740-8495 Marsha Shumway	104230480 - Kitchen Food
U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	46.91	4246-0400-1740-8495 Marsha Shumway	104230312 - Medical Expenses
U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	110.00	4246-0400-1740-8495 Marsha Shumway	104210210 - Subscriptions and Me
U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	323.06	4246-0400-1740-8495 Marsha Shumway	104230230 - Travel Expense
U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	1,075.92	4246-0400-1740-8495 Marsha Shumway	104572110 - Salaries and Wages
U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	733.82	4246-0470-0118-9890 - Jay Begay	104211230 - Travel Expense
U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	3,006.72	4246-0470-0118-9890 - Jay Begay	104211610 - Miscellaneous Supplies
U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	132.59	4246-0446-5312-8805 Scott Burgess	264350251 - Gas, Oil and Grease
U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	219.97	4246-0446-5312-8805 Scott Burgess	264350250 - Equipment Operation
U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	323.49	4246-0446-5312-8805 Scott Burgess	264350230 - Travel Expense

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U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	493.96	4246-0446-5312-8805 Scott Burgess	104255610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	122120	CC20220629153	07/08/2022	07/11/2022	1,488.56	4246-0446-5312-8805 Scott Burgess	264350330 - Employee Education
U.S. Bank Corporate Payment	122120	CC20220629154	07/08/2022	07/11/2022	59.61	4246-0470-0108-2897 Jason Torgerson	104210620 - Miscellaneous Service
U.S. Bank Corporate Payment	122120	CC20220629154	07/08/2022	07/11/2022	72.02	4246-0470-0071-7485 Alan Freestone	104215620 - Miscellaneous Service
U.S. Bank Corporate Payment	122120	CC20220629154	07/08/2022	07/11/2022	260.64	4246-0470-0071-7485 Alan Freestone	104668620 - Miscellaneous Service
U.S. Bank Corporate Payment	122120	CC20220630165	07/08/2022	07/11/2022	61.26	4246-0446-5302-1950 Todd Adair	214414140 - Other Employee Benefi
U.S. Bank Corporate Payment	122120	CC20220630165	07/08/2022	07/11/2022	96.00	4246-0446-5302-1950 Todd Adair	214414330 - Employee Education
U.S. Bank Corporate Payment	122120	CC20220630165	07/08/2022	07/11/2022	107.76	4246-0446-5302-1950 Todd Adair	214414140 - Other Employee Benefi
U.S. Bank Corporate Payment	122120	CC20220707082	07/08/2022	07/11/2022	40.00	4246-0470-0107-1528 Allison Yamamoto-Spar	104193490 - Advertising and Promot
U.S. Bank Corporate Payment	122120	CC20220707082	07/08/2022	07/11/2022	565.58	4246-0470-0107-1528 Allison Yamamoto-Spar	104193480 - Special Department Su
U.S. Bank Corporate Payment	122120	CC20220707082	07/08/2022	07/11/2022	810.00	4246-0470-0056-1370 Kent Cantrell	104147242 - Software Maintenance
U.S. Bank Corporate Payment	122120	CC20220707737	07/08/2022	07/11/2022	20.00	4246-0470-0080-1867 Monica Alvarado	214414330 - Employee Education
U.S. Bank Corporate Payment	122120	CC20220707737	07/08/2022	07/11/2022	32.97	4246-0470-0080-1867 Monica Alvarado	104256250 - Equipment Operation
U.S. Bank Corporate Payment	122120	CC20220707737	07/08/2022	07/11/2022	89.42	4246-0470-0080-1867 Monica Alvarado	214414230 - Travel Expense
U.S. Bank Corporate Payment	122120	CC20220707737	07/08/2022	07/11/2022	125.00	4246-0470-0080-1867 Monica Alvarado	104256210 - Subscriptions and Me
U.S. Bank Corporate Payment	122120	CC20220707737	07/08/2022	07/11/2022	218.24	4246-0470-0080-1867 Monica Alvarado	214414140 - Other Employee Benefi
U.S. Bank Corporate Payment	122120	CC20220707737	07/08/2022	07/11/2022	480.75	4246-0470-0080-1867 Monica Alvarado	104256620 - Miscellaneous Service
U.S. Bank Corporate Payment	122120	CC20222706125	07/08/2022	07/11/2022	0.23	4246-0470-0087-8873 Bruce Bushore	104151280 - Telephone
U.S. Bank Corporate Payment	122120	CC20222706125	07/08/2022	07/11/2022	57.98	4246-0470-0087-8873 Bruce Bushore	104144240 - Office Expense
U.S. Bank Corporate Payment	122120	CC20222706125	07/08/2022	07/11/2022	58.00	4246-0470-0087-8873 Bruce Bushore	104151240 - Office Expense
U.S. Bank Corporate Payment	122120	CC20222706125	07/08/2022	07/11/2022	76.38	4246-0470-0087-8873 Bruce Bushore	104151740 - Equipment Purchases
U.S. Bank Corporate Payment	122120	CC20222706125	07/08/2022	07/11/2022	110.00	4246-0470-0087-8873 Bruce Bushore	105430280 - Telephone
U.S. Bank Corporate Payment	122120	CC20222706125	07/08/2022	07/11/2022	381.97	4246-0470-0087-8873 Bruce Bushore	104146240 - Office Expense
U.S. Bank Corporate Payment	122120	CC20222806794	07/08/2022	07/11/2022	17.14	4246-0470-0150-2555 NICOLE PERKINS	724581620 - Special Programs
U.S. Bank Corporate Payment	122120	CC20222806794	07/08/2022	07/11/2022	75.58	4246-0470-0150-2555 NICOLE PERKINS	724581250 - Computer Maintenan
U.S. Bank Corporate Payment	122120	CC20222806794	07/08/2022	07/11/2022	130.71	4246-0470-0150-2555 NICOLE PERKINS	724581240 - Office Expense
U.S. Bank Corporate Payment	122120	CC20222806794	07/08/2022	07/11/2022	413.78	4246-0470-0150-2555 NICOLE PERKINS	724581920 - Grant Expenses
U.S. Bank Corporate Payment	122120	CC20222806794	07/08/2022	07/11/2022	670.91	4246-0470-0150-2555 NICOLE PERKINS	724581480 - Collection Developmen
U.S. Bank Corporate Payment	122120	CC20222906269	07/08/2022	07/11/2022	16.49	4246-0470-0113-7634 Mikaela Ramsay	724581240 - Office Expense
U.S. Bank Corporate Payment	122120	CC20222906269	07/08/2022	07/11/2022	160.28	4246-0470-0113-7634 Mikaela Ramsay	724581620 - Special Programs
U.S. Bank Corporate Payment	122120	CC20222906269	07/08/2022	07/11/2022	6,527.48	4246-0470-0113-7634 Mikaela Ramsay	724581920 - Grant Expenses
					\$26,650.08		
U.S. Bank Corporate Payment	122135	CC20220711094	07/11/2022	07/11/2022	97.98	4246-0446-5595-5692 LYMAN DUNCAN	104146240 - Office Expense
U.S. Bank Corporate Payment	122135	CC20220711094	07/11/2022	07/11/2022	170.66	4246-0446-5595-5692 LYMAN DUNCAN	104173240 - Office Expense
U.S. Bank Corporate Payment	122135	CC20220711094	07/11/2022	07/11/2022	3,525.98	4246-0446-5595-5692 LYMAN DUNCAN	104173310 - Professional and Tech
					\$3,794.62		
					\$59,989.40		
U.S. Bank Equipment Finance	122121	474681889	07/07/2022	07/11/2022	286.42	1080852	104150240 - Office Expense
					\$286.42		
USU	122122	A35629-22-04	07/07/2022	07/11/2022	5.41	SJC Extension Support A35629-584500	104610480 - Special Department Su
USU	122122	A35629-22-04	07/07/2022	07/11/2022	290.99	SJC Extension Support A35629-584500	104610240 - Office Expense
USU	122122	A35629-22-04	07/07/2022	07/11/2022	555.47	SJC Extension Support A35629-584500	104610230 - Travel Expense
USU	122122	A35629-22-04	07/07/2022	07/11/2022	590.83	SJC Extension Support A35629-584500	104610610 - Miscellaneous Supplie
USU	122122	A35629-22-04	07/07/2022	07/11/2022	2,328.90	SJC Extension Support A35629-584500	104610620 - Miscellaneous Service
					\$3,771.60		
					\$3,771.60		

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 06/18/2022 to 07/17/2022**

<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>
Utah Association of Counties	121971	6962	06/22/2022	06/22/2022	150.00	San Juan Clerks	104142210 - Subscriptions and Me
					\$150.00		
Utah Highway Patrol Association	122141	2022071214015	07/12/2022	07/12/2022	595.00	Basic Tactical Operations Course	104210330 - Employee Education
					\$595.00		
Utah Legal Service	122123	330622	07/08/2022	07/11/2022	1,026.00	SJC Area Agency on Aging	104674615 - Contracts
					\$1,026.00		
Utah Navajo Trust Fund	122124	RI0701225	07/01/2022	07/11/2022	165.00		724581915 - Transfers to Other Unit
					\$165.00		
Utah State Tax Commision	122125	USTC20220627	07/07/2022	07/11/2022	84.00	BOE	104142330 - Employee Education
					\$84.00		
Utah State Treasurer	122126	UST2022070708	07/07/2022	07/11/2022	40.00	Sales & Use Tax	103222000 - Marriage Licenses
Utah State Treasurer	122126	UST2022070708	07/07/2022	07/11/2022	19,805.55	Sales & Use Tax	103511000 - Justice Court Fines
					\$19,845.55		
Utah Telehealth Network	121972	36271	06/22/2022	06/22/2022	481.00	San Juan Public Health	255007.280 - Indirect Admin Teleph
Utah Telehealth Network	122127	36293	07/08/2022	07/11/2022	481.00	San Juan Public Health	255007.280 - Indirect Admin Teleph
					\$962.00		
VelocityNet LLC	122128	83599	07/07/2022	07/11/2022	49.00	SJC Communications	104574270 - Utilities
					\$49.00		
Verizon Wireless	122129	9908237415	07/07/2022	07/11/2022	294.48	365552000-00001	104672280 - Telephone
Verizon Wireless	122129	9908758982	07/07/2022	07/11/2022	426.33	265507612-00001	264350280 - Telephone
Verizon Wireless	122129	9908758983	07/07/2022	07/11/2022	52.97	265507612-00002	104113280 - Telephone
Verizon Wireless	122129	9908758992	07/07/2022	07/11/2022	75.88	265508079-00001	104255280 - Telephone
Verizon Wireless	122129	9908758996	07/07/2022	07/11/2022	145.91	265508664-00001	214414280 - Telephone
Verizon Wireless	122129	9908768941	07/07/2022	07/11/2022	100.23	365506834-00001	104225280 - Telephone
Verizon Wireless	122129	9908778811	07/07/2022	07/11/2022	8.12	465505932-00001	104255280 - Telephone
Verizon Wireless	122129	9908788758	07/07/2022	07/11/2022	76.41	565508016-00001	104161280 - Telephone
Verizon Wireless	122129	9908798690	07/07/2022	07/11/2022	964.72	665507629-00001	104230280 - Telephone
Verizon Wireless	122129	9908798692	07/07/2022	07/11/2022	225.93	665507629-00004	104230240 - Office Expense
Verizon Wireless	122129	9908798693	07/07/2022	07/11/2022	62.19	665507629-00005	104242280 - Telephone
Verizon Wireless	122129	9908798717	07/07/2022	07/11/2022	143.66	665509557-00003	104610280 - Telephone
Verizon Wireless	122129	9908808360	07/07/2022	07/11/2022	53.04	765507047-00001	104111280 - Telephone
Verizon Wireless	122129	9908808360	07/07/2022	07/11/2022	147.25	765507047-00001	104112110 - Salaries and Wages
Verizon Wireless	122129	9908808361	07/07/2022	07/11/2022	40.01	765507047-00003	104147280 - Telephone
Verizon Wireless	122129	9908808378	07/07/2022	07/11/2022	52.95	765508819-00001	104675280 - Telephone
Verizon Wireless	122129	9908808378	07/07/2022	07/11/2022	105.90	765508819-00001	104679280 - Telephone
					\$2,975.98		
					\$2,975.98		

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 06/18/2022 to 07/17/2022**

<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>
Vigilant Solutions LLC	122130	VS20220707082	07/07/2022	07/11/2022	8,940.00	SJC TASK FORCE	104211610 - Miscellaneous Supplies
					\$8,940.00		
Waste Management of Colorado	122131	0396867-4889-6	07/07/2022	07/11/2022	47.23	16-83942-53002 Blanding Library	724168270 - Utilities
Waste Management of Colorado	122131	0397106-4889-8	06/30/2022	07/11/2022	157.73	19-36095-03000 SJC Public Health	255007.270 - Indirect Admin Utilities
					\$204.96		
					\$204.96		
Wheeler Machinery Company	121973	PS001330674	06/22/2022	06/22/2022	2,337.16	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	122132	MS00000034117	07/07/2022	07/11/2022	8,820.00	SJC Road Dept	214414740 - Equipment Purchases
Wheeler Machinery Company	122132	PS001191918	07/07/2022	07/11/2022	672.79	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	122132	PS001343689	07/11/2022	07/11/2022	163.79	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	122132	PS001343690	07/11/2022	07/11/2022	114.05	SJC Road Dept	214412250 - Equipment Operation
					\$9,770.63		
					\$12,107.79		
Wilson, Lloyd	121974	LW20220616083	06/22/2022	06/22/2022	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services
Wilson, Lloyd	121974	LW20220616083	06/22/2022	06/22/2022	57.50	Planning & Zoning Meeting	104114230 - Travel Expense
					\$107.50		
					\$107.50		
Wiscombe Memorial	121975	wm20220616083	06/22/2022	06/22/2022	550.00	SJC Admin	104668620 - Miscellaneous Service
					\$550.00		
Yamamoto-Sparks, Allison	121976	AYS2022061608	06/22/2022	06/22/2022	287.75	Travel Reimbursement	104193230 - Travel Expense
Yamamoto-Sparks, Allison	121976	AYS2022061608	06/22/2022	06/22/2022	562.20	Travel Reimbursement	104193230 - Travel Expense
					\$849.95		
					\$849.95		
Yanito, Wayne	122133	295R22	07/07/2022	07/11/2022	70.00	CDL RENEWAL	214414620 - Miscellaneous Service
					\$70.00		
Zion's Way Home Health & Hospic	122134	ZWHHH2022070	07/08/2022	07/11/2022	455.00	SJC Aging Services	104679615 - Contracts
Zion's Way Home Health & Hospic	122134	ZWHHH2022070	07/08/2022	07/11/2022	175.00	SJC Aging Services	104679615 - Contracts
Zion's Way Home Health & Hospic	122134	ZWHHH2022070	07/08/2022	07/11/2022	872.96	SJC Aging Services	104679615 - Contracts
					\$1,502.96		
					\$1,502.96		
					\$813,365.27		

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



Purchase From
 U.S. Travel Association State Contracted
 1100 New York Ave N Contract #
 Washington, DC 20005
 202-408-8422
 Attention To :

Deliver To
 U.S. Travel Association
 1100 New York Ave NW, Suite 450
 Washington, DC 20005
 202-408-8422
 Attention To :

Purchase Order
 P. O. No#
 Date 7/12/2022
 Your Ref#
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
	IPW Booth	1	\$4,145.00	\$4,145.00
	Exhibitor Registration	1	\$1,320.00	\$1,320.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head: *Elaine Gaylor*

County Admin: *Mark McDonald*

Sub Total	\$5,465.00
Tax	Exempt
Freight	
Invoice Total	\$5,465.00
Amount Paid	
Balance Due	\$5,465.00

Terms and Conditions:

APPROVING NOW WILL SAVE US \$1320.00



Make payable to:
 U.S. Travel Association
 1100 New York Avenue, NW,
 Suite 450
 Washington, DC 20005-3934
 Ph: 202-408-8422
 Email: meetings@ustravel.org

Company ID : 1559 Item 3.
 Invoice # : IPW-192746
 Date : 07/12/2022
 Due Date : 08/11/2022

Bill To:
 Utah's Canyon Country
 P.O. Box 490
 Monticello, UT, 84535-0490
 United States

Description	Quantity	Rate	Amount
Single Booth (Member) -> Allison Yamamoto-Sparks	1	4,145.00	4,145.00
Exhibitor Registration (Member) - Early -> Elaine Gizler	1	1,320.00	1,320.00
Key Contact Registration (Member) - Incentive Comp -> Allison Yamamoto-Sparks	1	0.00	0.00
Total			5465.00
Balance Due (USD)			5465.00

Payment Options (Reference the above invoice number with your payment.):

Billing & Payment Questions email: finance@ustravel.org (mailto:finance@ustravel.org) or call +1 202.408.8422/Accounts Receivable

Credit Card: Invoices can be paid online via the My IPW portal, which is accessible only by registered delegates. For exhibitors, only the Registration Contact and Key Contact can view/pay/print invoices.

Check payable to: U.S. Travel Association, Attn: Accounts Receivable, 1100 New York Avenue, NW, Suite 450, Washington, DC 20005

Wire Transfer/ACH:

Wells Fargo Bank | 420 Montgomery Street | San Francisco, CA 94104 USA | +1 202.414.3969
 Account Number: 2000030662238 | Bank Routing Number: 121000248 | Swift Code: WFBIUS6S (International)
 Beneficiary: U.S. Travel Association | 1100 New York Ave, NW, Suite 450W | Washington, DC 20005

Remittances are to be emailed to: finance@ustravel.org (mailto:finance@ustravel.org) (Payments cannot be applied without a remittance.)

Make Payment

Amount :	<input type="text" value="5465.00"/>	Card Holder Name :	<input type="text"/>
Card Number :	<input type="text"/>	Address :	<input type="text"/>
Exp. Date :	<input type="text" value="01"/> / <input type="text" value="2022"/>	Postal Code :	<input type="text"/>
CVV-2	<input type="text"/>	Email :	<input type="text"/>

[SUBMIT PAYMENT](#)

[PRINT THIS PAGE](#)

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



Purchase From
 Vendor Name State Contracted
 Street Address *Kenworth sales*
 City, State, Zip
 Phone:
 Attention To :

Deliver To
 Deliver To Name *SJC*
 Street Address *Road*
 City, State, Zip
 Phone:
 Attention To :

Purchase Order
 P. O. No#
 Date
 Your Ref#
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
<i>4034289 AX cum</i>	<i>Actuator unit 211</i>	<i>1</i>	<i>1390.89</i>	<i>1,390.89</i>

Approved:
 Department Head: *[Signature]*
 County Admin: *[Signature]*

Sub Total	<i>1,390.89</i>
Tax	Exempt
Freight	
Invoice Total	
Amount Paid	
Balance Due	

Terms and Conditions:



Quote

PRIIN524

Item 3.

320 West 600 South
Price, UT 84501
(435) 637-3440

Dealer: K344

Ordered
6/30/2022

Ship Date
6/30/2022

Terms
Net10th Prox

PO #

Bill To

SAN JUAN COUNTY ROAD DEPT - SLC4490
835 E HWY 666
PO BOX 188
MONTICELLO, UT 84535

Ship To

SAN JUAN COUNTY ROAD DEPT - SLC4490
835 EAST HWY 666
P.O. BOX 188
MONTICELLO, UT 84535

Entered By	Customer PO	Reference	Sales Rep	Warehouse	Ship Via	Tax %	GST
Jesse Allan			Corinna Brewer	PRI	Will Call	0	0

ALQ Part Number	Description	Bin1	Bin2	Qty	OH	BO	Shp	UOM	Price	Amt
0 4034289RXCUM	ACTUATOR	2A4C		1	0	0	0	EA	\$1,390.89	\$1,390.89
0 283720100 D	CORE-ACTUATOR	EZTRA		1	1	0	0	EA	\$250.00	\$250.00

Subtotal	\$1,640.89
No Charge	(\$0.00)
Core Return	(\$0.00)
Tax	\$0.00
Discount	(\$0.00)
Total	\$1,640.89

Notes

First Printed: 06/30/22 03:52:06 PM

Last Printed: 06/30/22 03:52:20 PM



PRIIN5241502

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



Purchase From
 Vendor Name State Contracted
 Street Address *Wheeler Machinery*
 City, State, Zip
 Phone:
 Attention To :

Deliver To
 Deliver To Name *57C Road*
 Street Address
 City, State, Zip
 Phone:
 Attention To :

Purchase Order
 P. O. No#
 Date
 Your Ref#
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
<i>276-2954</i>	<i>Linkage Motor grader</i>	<i>1</i>	<i>1903.47</i>	<i>1903.47</i>

Approved:
 Department Head: *Todd Obli*
 County Admin: *Mark McQuinn*

Sub Total	<i>1903.47</i>
Tax	Exempt
Freight	
Invoice Total	
Amount Paid	
Balance Due	

Terms and Conditions:

WHEELER MACHINERY CO.: ORDER CONFIRMATION

Item 3.

Order Number: SAC253282
 Order Date: June 30, 2022, 03:48 PM

ORDER INFORMATION

Account Number: 080103-SAN
 JUAN COUNTY ROAD DEPT
 Dealer Store: SALINA, UT
 Request By Date: July 5, 2022
EQUIPMENT:
 Serial # - cca02712
 Ordered By: Kedric Musselman
 Email Address:
 kmusselman@sanjuancounty.org
 Phone Number: 4356873230

PICKUP & DELIVERY INFORMATION

Shipping Method: UPS
 GROUND
 Shipping Address:
 Kedric Musselman
 881 E Center Street
 Monticello, Utah 84535
 United States
 4356873230
 kmusselman@sanjuancounty.org

BILLING / PAYMENT INFORMATION

Billing Address:
 SAN JUAN COUNTY ROAD DE
 PT
 PO BOX 188
 MONTICELLO, Utah 84535
 United States
 Billing Method: Dealer Credit
 Purchase Order Number: 54796

ITEMS IN YOUR ORDER

Quantity	Item	Weight	Availability	Unit Price (USD)	Total Price (USD)
1)	1 <u>276-2954: LINK GP-STEEL</u>	62.6 lbs	1 CAT Distribution Center	\$1,903.47	\$1,903.47

ADDITIONAL DETAILS

Asset ID/Serial Number	Line Item Note	Customer Part Number	Customer Item Number
CCA02712	Replaces Part# 276-9229		

2)	1 <u>274-6810: Socket Group-Base</u>	7.1 lbs	1 Wheeler - Salt Lake City	\$242.86	\$242.86
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ADDITIONAL DETAILS

Asset ID/Serial Number	Line Item Note	Customer Part Number	Customer Item Number
CCA02712			

3)	1 <u>274-6811: Socket Group-Base</u>	7.1 lbs	1 Wheeler - Salt Lake City	\$242.86	\$242.86
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ADDITIONAL DETAILS

Asset ID/Serial Number	Line Item Note	Customer Part Number	Customer Item Number
CCA02712			

ORDER SUBTOTAL: \$2,389.18 USD
 Shipping/Miscellaneous: \$697.75 USD
 Total Tax: \$0.00 USD
ORDER TOTAL: \$3,086.94 USD



COMMISSION STAFF REPORT

MEETING DATE: March 15, 2022

ITEM TITLE, PRESENTER: Approval of \$8,759.36 in Small Purchases: \$1390.89 for an Actuator for unit 211, and \$1,903.47 for Linkage for a motorgrader, Road Department, \$5,465.00 for U.S. Travel Association International Pow Wow Booth, Economic Development and Visitor Services

RECOMMENDATION: Approve

SUMMARY

June 21, 2022 - July 14, 2022			
Date	Department	Purchase Order	Amount
07/01/2022	Road	Actuator Unit 211	\$1,390.89
07/01/2022	Road	Linkage Motor grader	\$1,903.47
07/12/2022	ED/VS	IPW Booth/Reg.	\$5,465.00
Total			\$8,759.36

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

\$8,759.36

REGENCE ADMINISTRATIVE SERVICES CONTRACT ASC FEE SCHEDULE ADDENDUM

The Parties to the Administrative Services Contract (ASC) hereby agree to the terms of this ASC Fee Schedule Addendum which is incorporated as part of the Agreement.

Plan Sponsor: SAN JUAN COUNTY

Self-Funded Group Health Plan (GHP): SAN JUAN COUNTY

Regence Plan: Regence BlueCross BlueShield of Utah

Original ASC Effective Date: January 1, 2019

Regence Group #: 10040282

Term:

The term of the contract will commence on January 1, 2022 and will end on December 31, 2022.

Enrollment Assumption:

Number of Regence enrolled subscribers: 131

Paid Claims Administration Information

- a) Contract Period: Claims paid from January 1, 2022 and will end on December 31, 2022.
- b) Claims incurred prior to the original ASC effective date are excluded from coverage.
- c) Claims incurred after the ASC termination date are excluded from coverage.
- d) Line(s) of coverage administered by Regence: Medical/Rx/Vision

Claims Processing and Payment Information

- a) Advance deposit required? No
- b) Claims call frequency and payment shall occur weekly.
- c) Claims payment method is ACH Pull (Regence initiates).
- d) Upon notification by Regence, the Plan Sponsor shall make funds available to Regence within 2 business days.

Claims Adjudication and Appeals Designation

Plan Sponsor delegates entire member appeals process to Regence.

Fees

a) Claims Administration Fees	<u>Per Subscriber Per Month</u>
Medical/Rx	\$45.97
Vision	\$1.95

b) Commission Only	
Medical/Rx	\$0.00

c) Program(s) and Other Fees

d) Service Fees Charged by Regence to Plan Sponsor

Pre and Post Pay Services

Coordination of Benefits	Included in administrative fee
Subrogation Cost Containment	30%
Vendor Recoveries (includes Post-Payment Claims Review/Audit)	30%
Special Investigations Unit (formerly Fraud & Abuse)	30%
Prioritized Payment Services	30%
Intelligence Driven Payment Solutions	30%
Supplemental Out-of-Network Savings	30%

Reporting and Technology

Employer Based Reporting	Included in administrative fee
Ad-hoc/custom reports	\$150 per hour with \$1,200 minimum
Regence.com	Included in administrative fee
Customized websites	Dependent on customization

Setup and Installation

Plan set-up & installation	Included in administrative fee
ID cards-standard	Included in administrative fee
ID cards -custom	Dependent on customization
Preparation of Summary Plan Document	Included in administrative fee
Prepare Summary of Benefits & Coverage	Included in administrative fee

Administrative Services

Client Audits	\$150 per hour over Regence standard audit commitment
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IRO Appeals

If Regence handles all levels of appeals, Plan Sponsor is responsible for reimbursing Regence for fees (at cost) related to a member's independent medical review organization (IRO) voluntary claims appeal.

Drugs Under Medical Benefit

Clinical Authorizations	\$55 per Rx clinical prior authorization
Internal Clinical Appeals	\$250 per appeal

e) BlueCard Fees

BlueCard Access and Surcharge Fees	Billed as they occur
BlueCard Fees (BC Admin)	Billed as they occur
Custom BlueCard Fees (BC PEPM)	Billed as they occur

f) Plan sponsor will be billed by Regence for Value Based Programs as described within the Inter-Plan Programs Addendum.

g) Plan sponsor will be billed by Regence for other state tax fees as described within the State Tax Fees section of the agreement.

h) Plan sponsor is responsible for paying to the federal government other federal tax fees as described within the Federal Tax Fees section of the Agreement.

i) The fees shown on this ASC addendum are billed monthly by Regence with payment due within 10 days of the billing date.

Pharmacy Discount & Dispensing Fee

<u>Type</u>	<u>Per Script Dispensing Fee</u>	<u>Network Discount AWP Minus</u>
Retail Brand (1-82 days supply)	\$0.95	17.20%
Retail Brand (83-90 days supply)		20.60%
Retail Generic (1-82 days supply)	\$0.95	77.90%
Retail Generic (83-90 days supply)		81.20%
Mail Order Brand		20.60%
Mail Order Generic		81.20%
Specialty		19.00%

*AWP = Average Wholesale Price

Pharmacy Rebate Arrangement

GHP shall receive per brand script rebates in the amount of \$108.00 Retail / \$260.00 Retail90 (ESN) / \$364.00 Mail Order / \$1290.00 Specialty.

Pharmacy Benefits Management Fees

Administration Fees	Included	
Paper Claims	\$3	per claim
Coupon Accumulator Adjustment Program	Included	
Rx Clinical Authorizations	\$55	per pre-auth determination
Adhoc Custom Reporting	\$150	per hour, with \$1,200 minimum

Third-Party Pharmacy Data Extracts	\$6,000	per data extract (upon termination of pharmacy coverage)
Internal Clinical Appeal (drugs under pharmacy benefit)	\$250	per appeal
External Clinical Appeal (drugs under pharmacy benefit)	\$350	per appeal
ePrescribe	Included	
Custom Communications Material	\$250	set-up fee,
	\$2.50	per letter
Call Center Outreach	\$15	per call

Pharmacy Discounts and Rebate Terms and Conditions

1. PBM pricing assumes 131 contracts and 451 members.
2. In the event the number of covered members or pharmacy claims volume varies by greater than 10% or an incomplete initial data submission was received, Regence reserves the right to revise the pricing terms and financials accordingly.
3. Members will pay the lower of the contracted rate, usual and customary (U&C), or their applicable copayment.
4. Network discounts are based on Regence's book of business.
5. Pricing is based upon Regence's Broad Plus Network of 65,000+ pharmacies.
6. Pricing is based on adoption of Regence's Standard Drug List and may be amended in the event there is a change in the drug list, implementation of new clinical programs, changes to the pharmacy benefit plan design, lock-out of drug classes, or unexpected generic launches.
7. Network discounts are based on the actual NDC-11 and the date the drug was dispensed.
8. This quote assumes client does not have 340B pricing.
9. For purposes of network discount calculations, a Brand is defined as an original patented product from a pharmaceutical company and bioequivalent successor product that is available from a limited number of manufacturers.
10. For purposes of network discount calculations, Generics are all products not defined as a Brand.
11. Proposed network discounts exclude foreign, immunization/vaccine, Veterans Affairs, compound claims, coordination of benefits or secondary liability claims and 100% member-paid plans (i.e. discount cards).
12. For reconciliation purposes, Specialty network discounts exclude limited distribution drugs and any new specialty drugs brought to market and added to the specialty list during the plan year.
13. For pricing purposes, an Extended Supply Network (ESN) Claim is a Claim dispensed by a retail pharmacy within the Extended Supply Network.
14. Network discounts do not include savings from DUR or other clinical programs.
15. Pricing is subject to change if client requests certain medication exclusions, or if any law, regulation, interpretation of a law or regulation, or any change within the pharmacy benefit management marketplace would lead to a deviation from the current economic environment.
16. Rebates are contingent upon adherence to Regence's Standard Drug List, including associated utilization management.
17. Rebates are earned on all eligible claims, regardless of days supply.
18. For rebate purposes, a generic drug is defined as (1) products that have ever been marketed or designated as a generic, authorized generic, or biosimilar, and/or (2) have an approved therapeutic equivalent, and/or (3) are available over-the-counter (OTC).
19. For rebate purposes, a brand drug is defined as any drug not considered to be a generic drug.
20. Rebates exclude the following claim types: compounds, 340B, foreign, immunizations/vaccines, Veterans Affairs, coordination of benefits or secondary liability, limited distribution drugs, Zero Balance Due, DAW codes 3, 4, 5, or 6 and claims priced at MAC.
21. Regence may prefer a brand product over an available generic product under certain circumstances when the result would be a lower net drug cost after receiving the manufacturer rebate payment. If Regence prefers a brand product over an available generic product, client will receive the full pass-through manufacturer rebate payment in excess of any rebate amount previously earned.
22. Specialty rebates apply to brand drugs on the Specialty Value List and filled through Regence's preferred specialty pharmacy. All other brand drugs earn a rebate at the retail or mail rate, as applicable.
23. For rebate purposes, Extended Supply Network (ESN) Claim is a Claim dispensed by a retail pharmacy within the Extended Supply Network for a days supply greater than or equal to eighty-one (81) days.

Does Regence prepare the Plan Sponsor's Summary Plan Description (SPD)?

Yes

Runout Period

The runout period is the 15 month period immediately following the termination of the administrative services contract.

Administrative Services Fee For Claims Incurred Prior To Termination and Paid During the Runout Period

Plan Sponsor will pay a fee to Regence for its administrative services in the amount of 12% of paid claims costs during the claims runout period.

Retirees

Retirees Under Age 65 (and ineligible for Medicare)

not covered

Medicare Eligible Retirees (Parts A & B required if covered)

not covered

ACCEPTANCE OF ADDENDUM

IN WITNESS WHEREOF, the Parties, with intent to be legally bound, have cause this Agreement to be executed by respective authorized representatives on the dates indicated.

ACCEPTED:

**PLAN SPONSOR:
SAN JUAN COUNTY**

By: Mack McDonald
Name: Mack McDonald
Title: Chief Administrative officer
Date: 6-24-2022

Regence BlueCross BlueShield of Utah

By: Patrick Harding
Name: Patrick Harding
Title: Director of Underwriting
Date: December 8, 2021

**GROUP HEALTH PLAN:
SAN JUAN COUNTY**

By: Mack McDonald
Name: Mack McDonald
Title: Chief Administrative officer
Date: 6-24-2022

**COMMENCEMENT BAY RISK MANAGEMENT INSURANCE COMPANY
STOP-LOSS RATE CAP GUARANTEE ADDENDUM**

The parties to the Stop-loss Insurance Agreement ("Stop-loss Agreement") between **SAN JUAN COUNTY** ("Policyholder") and **COMMENCEMENT BAY RISK MANAGEMENT INSURANCE COMPANY** ("CBRM") hereby agree to the terms of this CBRM Stop-loss Rate Cap Guarantee Addendum ("Addendum"), which is incorporated as part of the Stop-loss Agreement. Defined terms in the Stop-loss Agreement shall have the same meanings in this Addendum, unless otherwise defined herein. Each are sometimes individually referred to herein as a "party" and collectively as "parties."

This Addendum will commence on **January 1, 2022** and will end on **December 31, 2022**.

At renewal, CBRM guarantees that the Stop-loss Attachment Point Covered Unit costs will not be increased by more than 50%. If an Aggregating Individual Stop-loss Attachment Point is shown as a covered option in the Stop-loss Fee Schedule Addendum for the current Term, this increase will be applied to the Aggregating Individual Stop-loss Attachment Point as well.

If the Policyholder receives a rate cap guarantee, the Policyholder's renewal will not contain any new lasers on any covered Participant. Any existing Lasered Participants may be carried over; however, there will not be any increases to the laser amount(s).

In addition to any Material Change discussed in the Stop-loss Agreement, CBRM reserves the right to modify or cancel the rate cap guarantee should the Policyholder or Plan Sponsor change its GHP in any way that materially affects CBRM's risk or liability; or if the Policyholder or Plan Sponsor has changes to:

- a. the Plan Benefit or Covered Services;
- b. the Individual Stop-loss Attachment Point;
- c. the Aggregating Individual Stop-loss Attachment Point;
- d. the Contract Term
- e. the contract basis as shown in the Stop-loss Fee Schedule Addendum;
- f. the individual reimbursement percentage; or
- g. Any other changes to the Stop-loss Fee Schedule Addendum.

(signature page to follow)

IN WITNESS WHEREOF, the parties have caused this Commencement Bay Risk Management Insurance Company Stop-loss Rate Cap Guarantee Addendum to be executed by their duly authorized representatives on the dates indicated below.

ACCEPTED:

**POLICYHOLDER:
SAN JUAN COUNTY**

By: Mack McDonald

Name: Mack McDonald

Title: Chief Administrative Officer

Date: 6-24-2022

**COMMENCEMENT BAY RISK
MANAGEMENT INSURANCE
COMPANY**

By: Jared L. Short

Name: Jared L. Short

Title: President

Date: November 5, 2021

Address for Notice:

Mack McDonald

117 South Main

P.O. Box 9

Monticello, Utah 84535

Email: mcdonald@sanjuancounty.org

Address for Notice:

**Commencement Bay Risk
Management Insurance
Company**

Attention: Legal Department,

Bill Lehman

1800 Ninth Avenue

Seattle, WA 98111

Email: Bill.Lehman@cambiahealth.com



Commencement Bay Risk Management Insurance Company
1800 Ninth Avenue
Seattle, WA 98111

**Commencement Bay Risk Management Insurance Company
STOP-LOSS FEE SCHEDULE ADDENDUM**

The parties to the Stop-loss Insurance Agreement ("Agreement") hereby agree to the terms of this Stop-loss Fee Schedule Addendum ("Addendum"), which is incorporated as part of the Agreement.

Insurer: Commencement Bay Risk Management Insurance Company

Policyholder: San Juan County

Claims Administrator: Regence BlueCross BlueShield of Utah

Original ASC Effective Date: January 1, 2019

Group #: 10040282

1. **Term:** The Term of the Agreement will commence on January 1, 2022 and will end on December 31, 2022.

2. **Enrollment Assumption:** Number of Subscribers: 132

3. **Individual Stop-loss Coverage:** Yes

a) Contract basis: 12/15

b) Claims must be Incurred and paid within the following dates:

Claims Incurred from January 1, 2022 through December 31, 2022

Paid Claims from January 1, 2022 through March 31, 2023

c) Paid Claim benefits eligible for individual stop-loss coverage are: Medical/RX

d) Individual Stop-loss Attachment Point per Participant per Term: \$100,000

e) Aggregating Individual Stop-loss Attachment Point per Term: \$50,000

f) Are any Participants lasedered and assigned a higher Individual Stop-loss Attachment Point? Yes
Comments: Claimaint Member ID #210058726-1 at \$250,000

g) Gapless coverage: Not applicable

h) Individual terminal liability: Not applicable
Terminal Run-out Period Not applicable

i) Run-in Limit: Not applicable

j) Individual stop-loss Attachment Point Covered Unit costs:

	<u>Per Subscriber per month</u>
Medical/RX	\$224.95

k) Individual Stop-loss Limit of Liability: Unlimited annual maximum per eligible Participant

4. Aggregate Stop-loss Coverage: Yes

- a) Contract basis: 12/15
- b) Claims must be Incurred and paid within the following dates:
 Claims Incurred from January 1, 2022 through December 31, 2022
 Paid Claims from January 1, 2022 through March 31, 2023
- c) Paid Claim benefits eligible for aggregate stop-loss coverage are: Medical/RX
- d) Participant Claim Limit: Not applicable
- e) Aggregate terminal liability: Not applicable
 Terminal Run-out Period Not applicable

<u>Terminal factor(s)</u>	<u>Per Subscriber per month</u>
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- f) Run-in Limit: Not applicable
- g) Aggregate stop-loss Covered Unit costs:

	<u>Per Subscriber per month</u>
Medical/RX	\$12.50

- h) Expected Paid Claims Amounts:

	<u>Per Subscriber per month</u>
Medical/RX	\$1,572.54

- i) Aggregate Margin: 125%
- j) Aggregate Stop-loss Factors (= 4(h) x 4(i)):

	<u>Per Subscriber per month</u>
Medical/RX	\$1,965.68

- k) Monthly reconciliation: Not applicable
- l) Aggregate Stop-loss Limit of Liability: \$2 million
- m) Minimum Aggregate Stop-Loss Attachment Point percentage: 95%

5. Retirees:

Early retirees are not covered Age 65+ retirees (includes Medicare eligible early retirees) are not covered

6. Grace Period:

The premium due date is the Stop-loss Agreement Effective Date and the first day of each succeeding month. If a premium is not received on the premium due date, a grace period of 30 days will be granted from the premium due date.

7. Other Provisions:

The individual stop-loss and aggregate stop-loss Covered Unit costs for each month will be invoiced to Policyholder monthly and payment from Policyholder will be due 10 days after the date of invoice.

8. Addendums Included

Individual Stop-loss Premium Rate Cap Guarantee

9. Acceptance of Addendum:

IN WITNESS WHEREOF, the parties, with intent to be legally bound, have caused this Stop-Loss Fee Schedule Addendum to be executed by the respective authorized representatives on the dates indicated below.

ACCEPTED:

**POLICYHOLDER:
SAN JUAN COUNTY**

By: Mack McDonald
Name: Mack McDonald
Title: Chief Administrative Officer
Date: 6-24-2022

**INSURER:
COMMENCEMENT BAY RISK MANAGEMENT
INSURANCE COMPANY**

By: Jared L. Short
Name: Jared L. Short
Title: President
Date: November 5, 2021

SAN JUAN COUNTY

Group Number: 10040282

ADMINISTRATIVE

SERVICES

CONTRACT

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ADMINISTRATIVE SERVICES CONTRACT

This Administrative Services Contract (the "**Agreement**") is entered into between SAN JUAN COUNTY ("**Plan Sponsor**"), Plan Sponsor's group health plan known as the SAN JUAN COUNTY ("**GHP**"), and REGENCE BLUECROSS BLUESHIELD OF UTAH ("**Regence**"). Plan Sponsor, GHP and Regence are sometimes referred to individually as the "**Party**" and collectively as the "**Parties**." This Agreement is effective JANUARY 1, 2022 (the "**Effective Date**").

RECITALS

WHEREAS, Plan Sponsor has established and maintains the self-funded group health plan, GHP, for Participants (as defined below);

WHEREAS, Regence provides certain ministerial administrative services to self-funded plans, including claims processing services; and

WHEREAS, GHP and Plan Sponsor desire to retain Regence to furnish the administrative services described herein;

THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement and other good and valuable consideration the receipt of which is acknowledged, the Parties agree to the following:

AGREEMENT

SECTION 1. DEFINITIONS

The following are definitions of terms used in this Agreement. Other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

1.1 "Addenda" means the following when referenced collectively:

- (a) "**ASC Fee Schedule Addendum**" means the document with that title that is attached to this Agreement and that contains the list of fees and other prices for Regence's services.
- (b) "**Pharmacy Benefit Management Addendum**" means the document with that title that is attached to this Agreement and that contains the terms among the Parties that govern pharmacy benefit administration.
- (c) "**ASC HIPAA Addendum**" means the document with that title that is attached to this Agreement and that contains the terms among the Parties that are required to comply with HIPAA.
- (d) "**Inter-Plan Programs Addendum**" means the document with that title that is attached to this Agreement and that contains the terms among the Parties that are required to comply with Regence's relationships with other BlueCross and/or BlueShield Licensees.
- (e) "**BluePath Shared Savings Addendum**" means the document with that title that is attached to this Agreement and that contains the terms among the Parties that govern applicable BluePath Shared Savings pricing.

- 1.2 **“Booklet”** means a written description of the terms and benefits for the GHP available to Participants. A Booklet will be prepared by Regence only if Regence expressly agrees to undertake that activity and subject to all other terms of this Agreement.
- 1.3 **“Business Day”** means a day on which Regence is open to the public to conduct Regence’s regular business.
- 1.4 **“COBRA”** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- 1.5 **“Covered Services”** means the services, supplies, treatments, or accommodations that are included within that term in the Booklet or SPD. If there is no Booklet or SPD, Covered Services means the services, supplies, treatments, or accommodations for which benefits are provided under the GHP that Regence is required to administer under Section 3.1 (including, but not limited to, any services, supplies, treatments, or accommodations to which Participant Cost-sharing is applied, regardless of whether a payment under the GHP is made).
- 1.6 **“ERISA”** means the federal Employee Retirement Income Security Act of 1974, as amended. Throughout the Agreement, this term applies only when the GHP is part of an employee welfare benefit plan regulated under the Employee Retirement Income Security Act.
- 1.7 **“GHP”** means the employee welfare benefit plan identified in the heading of this Agreement that is established or maintained by Plan Sponsor for the purpose of providing to Participants those benefits described in the SPD and administered by Regence under this Agreement.
- 1.8 **“HIPAA”** means the federal Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.9 **“Incurred”** means the date upon which services or supplies have been provided to a Participant during the Term.
- 1.10 **“Paid Claim”** means the amount Regence has paid to or with respect to a Participant pursuant to this Agreement in response to a request for the payment of benefits under the GHP.
- 1.11 **“Participant”** means an individual entitled to receive benefits for Covered Services (including, but not limited to, application of an expense to Participant Cost-sharing, whether or not a payment under the GHP is made) under the terms of the GHP at the time the Covered Services are provided.
- 1.12 **“Participant Cost-sharing”** means deductibles, copayments, coinsurance, and similar amounts for Covered Services that the Participant is responsible to pay under the GHP.
- 1.13 **“Participating Licensee”** means an independent licensee of the BlueCross BlueShield Association, other than Regence.
- 1.14 **“Participating Provider”** means any physician, health care facility, pharmacy, or other health care provider, licensed where required, performing services within the scope of its license, with whom Regence or a Participating Licensee has entered into a participation agreement which allows a Participant to obtain health care services according to certain pre-negotiated fees and other relevant terms.
- 1.15 **“Plan Administrator”** means SAN JUAN COUNTY who or which the GHP designates as the plan administrator and named fiduciary for the GHP.

- 1.16 “Plan Document”** means the written document that establishes eligibility, benefits, and other legal requirements of the GHP.
- 1.17 “Proprietary Materials”** means Regence proprietary and confidential records, documents, lists, books, recorded information, data stored on data processing media, trade secrets, symbols, trademarks, service marks, systems, formats, programs, procedures, protocols, contract forms, pricing data, deidentified data, utilization information, fee schedules, reasonable and customary charges profiles, designs, and business plans. Proprietary Materials specifically includes any data and information, including any data provided to Plan Sponsor or GHP in the form of a data extract or otherwise, related to the composition of the Regence network of Participating Providers, the contracted (or “allowed” amounts) paid to Participating Providers, the terms of the agreement between Regence and the Participating Providers, and the discounts to Regence offered by Participating Providers. Proprietary Materials also consist of any analyses, compilations, studies, or other documents created on the basis of other Proprietary Materials.
- 1.18 “Regence Affiliates”** means Asuris Northwest Health, Cambia Health Solutions, Inc., Commencement Bay Risk Management Insurance Company, Healthcare Management Administrators, Inc., LifeMap Assurance Company, Regence BlueCross BlueShield of Oregon, Regence BlueShield of Idaho, Inc., Regence BlueCross BlueShield of Utah, Regence BlueShield and ValueCare.
- 1.19 “Run-out Claims Processing” or “Run-out”** means Regence will continue to process claims and otherwise provide administrative services with regard to claims Incurred prior to the date of termination of this Agreement.
- 1.20 “Shared Savings Programs”** means the programs described in the BluePath Shared Savings Addendum.
- 1.21 “Standard Report”** means a report that Plan Sponsor, Plan Administrator, or GHP can generate through Regence’s employer reporting platform.
- 1.22 “Standard Transactions”** has the meaning set out in 45 C.F.R. § 162.103.
- 1.23 “SPD”** means summary plan description and is a written summary of the terms and benefits of the GHP available to Participants. An SPD will be prepared by Regence only if Regence expressly agrees to undertake that activity and subject to all other terms of this Agreement. A GHP with different benefit plan options may describe those options in one SPD or in separate SPDs for each alternative benefit plan option.
- 1.24 “SBC”** means the summary of benefits and coverage that is made available to Participants. Regence will prepare the SBC only where it expressly agreed to prepare the SPD under the terms of this Agreement.
- 1.25 “Term”** means the period of time this Agreement remains in effect. The initial Term is defined in Section 4.1 of this Agreement and the Agreement may renew for subsequent twelve (12) month periods, each of which is referred to as a Term. If the Agreement is terminated early for any reason prior to the expiration of a full twelve (12) month period, the shorter period between the first day of the Term and the date the Agreement is terminated is the Term.

SECTION 2. RELATIONSHIP OF PARTIES

- 2.1 Regence Acting in Ministerial Capacity Only.** Except as may otherwise be provided in Section 6, the Parties acknowledge and agree that Regence is acting solely in a ministerial capacity in performing Regence’s duties and obligations under this Agreement and will have no

discretionary authority or responsibility with respect to the administration of the GHP. While Regence may use Regence's reasonable business practices and Regence's reasonable understanding of the terms of the GHP in carrying out Regence's duties under this Agreement, Regence will have no discretionary authority and instead the Plan Administrator will have the ultimate responsibility for interpreting and administering the provisions of the GHP. Regence will abide by all decisions of the Plan Administrator on all questions of substance and procedure concerning the GHP. Regence is not the plan administrator or a GHP-named fiduciary under ERISA, COBRA, HIPAA, or other applicable law. Regence will not be responsible for advising the Plan Sponsor or the Plan Administrator with respect to their fiduciary duties under the Agreement or for making any recommendations with respect to the investment of GHP assets.

- 2.2 Regence is Not Insuring any GHP Liabilities.** Regence does not insure or underwrite any liability associated with the GHP and will have no financial risk or liability with respect to the provision of benefits under the GHP.
- 2.3 Authority.** Plan Sponsor grants Regence the authority to serve as an agent of the Plan Sponsor and Plan Administrator in carrying out Regence's duties under this Agreement, but only those Regence duties that are expressly stated in this Agreement or as mutually agreed in writing by the Parties.
- 2.4 Plan Sponsor Responsible for Adoption of Plan.** Plan Sponsor, and not Regence, has the sole and ultimate authority and responsibility for sponsoring, adopting, amending, designing, and terminating the GHP.
- 2.5 Plan Administrator and Fiduciary.** With respect to the GHP, Plan Administrator is the plan administrator and the GHP-named fiduciary for purposes of § 402(a)(1) of ERISA (if applicable), COBRA, HIPAA, and other applicable law, and, as such, is responsible and liable for administering all aspects of the GHP and all related regulatory compliance. The duties of the Plan Sponsor, the Plan Administrator, or both specifically include, but are not limited to, the following:
- (a) ensure the GHP is in compliance with any applicable state and federal laws, including but not limited to ERISA, COBRA, HIPAA, the Internal Revenue Code, and Mental Health Parity and Addiction Equity Act ("MHPAEA");
 - (b) perform any applicable nondiscrimination testing;
 - (c) amend the GHP as necessary to ensure ongoing compliance with applicable law;
 - (d) provide Participants copies of the SPD or Booklet, summaries of material modifications, summary annual reports, and Summary of Benefits and Coverage (SBC);
 - (e) file any required tax or governmental returns (including but not limited to Form 5500 returns; IRS Section 6055 or 6056 reporting, or Massachusetts 1099 Attestations);
 - (f) respond to requests;
 - (g) except as otherwise provided in the section "Regence's Ministerial Services", adjudicate Participant claim appeals; and
 - (h) execute and retain required GHP documentation.
- 2.6 Final Responsibility and Determinations.** Plan Sponsor, Plan Administrator, or both, will have the final responsibility and liability for payment of all benefits under the GHP. Plan Sponsor and

Plan Administrator will pay all expenses incident to the operation of the GHP. In its capacity as ERISA plan administrator, Plan Administrator will be the final arbiter as to the interpretation of the GHP and the determination of eligibility for coverage and payment of benefits. All final determinations as to a Participant's entitlement to GHP benefits are to be made by the Plan Sponsor, Plan Administrator, or both, including any determination upon an appeal of a denied claim for GHP benefits.

- 2.7 Regence is an Independent Contractor.** Regence is and will remain an independent contractor with respect to the services being performed under the terms of this Agreement and will not for any purpose be deemed an employee of Plan Sponsor, GHP, or Plan Administrator, and Regence will not be deemed to be a partner or to be governed by any legal relationship other than that of independent contractor. Regence does not assume any responsibility for the general policy design of the GHP, the adequacy of the funding thereof nor any act, omission, or breach of duty by Plan Sponsor or Plan Administrator.
- 2.8 GHP Acts Through Plan Administrator.** Any actions, directions, or representations made by Plan Administrator to Regence may be considered the actions, directions, or representations of the GHP.

SECTION 3. THE GHP AND OTHER DOCUMENTS

- 3.1 GHP Adopted.** The most current Plan Document and SPD or Booklet describing the GHP benefits that have been adopted by Plan Sponsor are incorporated into this Agreement by reference. If Plan Sponsor changes or adds any benefits under the GHP, Regence will not be required to administer those changes or additions unless all of the following conditions have been met:
- (a) Plan Sponsor has provided advance notice to Regence of the Plan Sponsor's intent to change or add benefits under the GHP;
 - (b) Regence has provided Plan Sponsor advanced written notice of Regence's willingness and ability to adequately administer the changes or additions; and
 - (c) Plan Sponsor agrees to any changes in the fees required by Regence to administer the changes or additions by agreeing to a written amendment to the ASC Fee Schedule Addendum proposed by Regence.
- 3.2 Administrative Information.** Plan Sponsor will furnish Regence with any and all instructions, contracts, information, or documents deemed necessary by Regence to properly perform Regence's obligations under this Agreement. Such information will include, but not be limited to, copies of the Plan Document and the SPD or Booklet, and any and all amendments or successor documents. Regence, at the request of Plan Sponsor and as part of Regence's ministerial duties under this Agreement, may prepare and/or print an SPD or Booklet and other documents that communicate summary details of the GHP to Participants. However, Plan Sponsor retains ultimate authority as to the content, distribution, and legal or regulatory requirements related to GHP, including the Plan Document and SPD or Booklet.
- 3.3 Other Benefit Plans.** If Plan Sponsor adopts additional self-funded benefit plans, Plan Sponsor may negotiate with Regence for the inclusion of such plans under this Agreement provided that the addition of such plans must be mutually agreed to in writing and added to this agreement by amendment.
- 3.4 Interpretation.** The terms and conditions of this Agreement govern over any conflicting or inconsistent terms in the Plan Document or SPD or Booklet.

SECTION 4. TERM OF AGREEMENT

- 4.1 Term.** The initial term of this Agreement will commence on the Effective Date and terminate after 12 months, unless terminated sooner under Section 5.
- 4.2 Renewal.** After the completion of the initial 12-month period, this Agreement will automatically renew for additional twelve- (12-) month periods on each subsequent anniversary of the Effective Date but subject to a revised ASC Fee Schedule Addendum proposed in advance by Regence, unless:
- (a) by or before the anniversary of the Effective Date, the Parties have not completed negotiation of an agreement to an amended ASC Fee Schedule Addendum and any other amendments to this Agreement proposed by any Party; or
 - (b) any Party has given thirty (30) days advance written notice prior to the anniversary of the Effective Date of the Party's intent not to renew the Agreement.

If, by the conclusion of any Term, the Parties have not completed the negotiations for, and execution of, a new ASC Fee Schedule Addendum, but termination of this Agreement has not occurred, Regence at Regence's discretion may continue Regence's services under the Agreement, except that Regence's newly proposed and unexecuted ASC Fee Schedule Addendum will be in effect.

SECTION 5. TERMINATION AND MODIFICATION

- 5.1 Termination Without Cause.** Any Party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other Parties.
- 5.2 Termination For Cause.** This Agreement terminates, and Regence's obligation to process claims and pay benefits will cease upon such termination, in accord with any of the following:
- (a) thirty (30) days after written notice has been given by Regence to GHP or Plan Sponsor, or by GHP or Plan Sponsor to Regence, of the breach of material obligations under this Agreement; provided that such breach has not been cured within such thirty (30) day period. Notwithstanding the foregoing, Plan Sponsor's default in any payment under this Agreement will be subject to termination under Section 5.2(b).
 - (b) upon three (3) business days written notice, in Regence's sole discretion, if Plan Sponsor fails to pay:
 - (1) Paid Claims to Regence by their due date, or if Plan Sponsor does not pay any other payment due under this Agreement by its due date; or,
 - (2) administrative fees, charges, or other amounts due to Regence under the terms of this Agreement (including maintenance of the Advance Deposit, if applicable);
 - (c) upon three (3) business days written notice, in Regence's sole discretion:
 - (1) if Plan Sponsor assigns this Agreement, unless such assignment had Regence's prior approval in writing; or
 - (2) if Plan Sponsor is sold (including a sale of substantially all assets of Plan Sponsor) or merges, unless Regence agrees in writing to continue performing under this Agreement prior to finalization of the sale or merger;

- (d) as of the effective date of any law, regulation, or interpretation if any law or regulation is enacted which prohibits the continuance of this Agreement, or any existing law or regulation is interpreted by Regence to so prohibit the continuance of this Agreement;
- (e) if Plan Sponsor terminates the GHP, provided that Plan Sponsor will provide Regence with written notice thirty (30) days prior to termination;
- (f) if the GHP is modified, unless this Agreement is amended to make such modified plan the GHP under this Agreement;
- (g) ten (10) days following the occurrence of any of the following if not reversed or cured prior to the expiration of the ten (10) day period:
 - (1) a finding or admission that Plan Sponsor or GHP is insolvent;
 - (2) the date that Plan Sponsor or GHP files for the protection provided under any bankruptcy law;
 - (3) the date that Plan Sponsor's or GHP's creditors seek to have Plan Sponsor or GHP declared bankrupt or placed under the protection of the Bankruptcy Court; or
 - (4) the date that Plan Sponsor or Plan Sponsor's creditors or GHP or GHP's creditors seek to have a receiver appointed to manage Plan Sponsor's business or GHP.

5.3 Other Rights to Terminate. Regence's right to terminate pursuant to this Section 5 will be in addition to and not a limitation of any right to terminate (or right to offset) under any other provisions of this Agreement.

5.4 Late Payment and Reinstatement. Any payment received by Regence after termination of this Agreement will be deposited for security purposes only and will not be deemed to have been accepted for reinstatement or as an accord and satisfaction. This Agreement will be reinstated only upon the written endorsement of Regence.

5.5 Modification. Except as otherwise specifically provided in this Agreement, this Agreement may be modified only by a written agreement signed by an authorized representative of each Party.

SECTION 6. REGENGE'S MINISTERIAL SERVICES

6.1 Claim Processing. During the Term of this Agreement and any period of Run-out Claims Processing, Regence will issue benefit payments and denials, along with explanations of benefits, to or on behalf of Participants in accordance with the terms of the GHP, Regence's medical and payment policies, and any Participating Provider contracts, for those claims Incurred between the Claims Incurred dates presented in the section titled "Paid Claims administration Information" in the ASC Fee Schedule Addendum. Regence will discontinue processing any and all claims upon termination of this Agreement and completion of any period of Run-out, regardless of the Incurred date of the claim, as further provided in Section 9.1 of this Agreement. In evaluating claims, Regence will use Regence's claim processing system of edits and other applicable standards to determine whether claims are Covered Services.

6.2 General Administrative Services. Regence will:

- (a) answer Participant inquiries regarding eligibility, GHP benefits, status of benefit payments, complaints, and requests for forms;

- (b) although the design of the GHP is the sole responsibility of Plan Sponsor, upon request of the Plan Sponsor, assist in the development and design of the GHP, both initially and in connection with benefit revisions, additions, and extensions;
- (c) upon the separate written request of the Plan Sponsor and subject to Section 3.2 and the payment of additional fees to be indicated by Regence, draft, prepare and print SPDs, SBCs, or Booklets and other Participant materials;
- (d) upon request of the Plan Sponsor, assist with the enrollment of Participants;
- (e) maintain eligibility files based upon information provided by Plan Sponsor;
- (f) issue identification cards to GHP or Participants for benefits Regence agrees to administer under this Agreement;
- (g) initiate reasonable overpayment, subrogation, and similar right of reimbursement recovery efforts in accordance with Regence's standard business practices as agreed upon by the Parties in this Agreement, including any addendum hereto, and subject to certain fees as set forth in the ASC Fee Schedule Addendum;
- (h) provide Plan Sponsor with access to Regence's employer reporting platform;
- (i) provide Participants with access to Participating Providers. Plan Sponsor will not attempt to establish or negotiate its own health care provider contracted network;
- (j) administer unclaimed provider and Participant funds pursuant to unclaimed property or escheat laws and shall make any required payment and file any required reports under such laws. The Plan represents and warrants that Regence's administration of unclaimed funds is not inconsistent with the GHP and any of its accompanying Plan Documents;
- (k) upon request of the Plan Sponsor and in Regence's sole discretion as a courtesy to the group, provide Plan Sponsor with information related to premium equivalents, estimates of the claims impacts of GHP design changes, and estimates of claims incurred but not yet reported. Any such information provided by Regence to the Group is merely provided as a courtesy, and Regence specifically disclaims the accuracy or validity of any such information. Plan Sponsor acknowledges Plan Sponsor should seek professional advice related to such information from a qualified actuary or other qualified professional;
- (l) provide the necessary data for the Plan Sponsor and/or Plan Administrator to file its required state, federal, and/or any other governmental forms, including, but not limited to, data required for Massachusetts 1099 Attestations and IRS 6055 and 6056 reporting;
- (m) allow Plan Sponsor and its Participants to access certain consumer convenience programs, acknowledging that Regence may receive administrative fees related to the administration and utilization of such consumer convenience programs; and
- (n) if applicable, transmit data to Plan Sponsor's stop-loss insurance carrier, provided that the stop-loss insurance carrier enters into a confidentiality and data use agreement acceptable to Regence. Nothing in this section or any other part of the Agreement shall create any liability for Regence whatsoever related to Plan Sponsor's stop-loss insurance coverage, including, but not limited to: (i) the obligations of either the Plan Sponsor's or the Plan Sponsor's stop-loss insurance carrier's obligations under the stop-loss agreement and/or (ii) any stop-loss coverage obligations.

6.3 Processing Errors. Claim processing errors may result from a number of causes, including retroactive termination, provider billing errors, claims analyst mistakes, incorrect information from a Participating Provider or Participant, or other reasons. In addition, claims processing adjustments may result from a number of causes, including coordination of benefits recovery, third party liability recovery, audit or investigation findings and other reasons. If Regence becomes aware Regence has underpaid a claim or has misquoted GHP benefits to a Participant or Participating Provider, for whatever reason, Regence will reprocess the claim and pay the appropriate amount, charging the amount as a claims expense to Plan Sponsor. If Regence becomes aware Regence has paid benefits to an ineligible person or pays more than the correct amount, for whatever reason, Regence will reprocess the claim at the appropriate amount, attempt to recover appropriately, and, if successful, credit Plan Sponsor with the amount less Regence's reasonable collection expenses. Plan Sponsor acknowledges that Regence will have no obligation to initiate court proceedings or other proceedings to recover such payments. Claim processing errors and adjustments occur in the normal course of business and that, as long as Regence makes reasonable attempts to correct the errors and make the adjustments, Regence has met Regence's obligation to Plan Sponsor and Regence will not be considered to be negligent under Section 10.2(c) of this Agreement. If Regence is unsuccessful in recovering such payments, Regence will notify the Plan Sponsor so that the Plan Sponsor may take whatever action it deems necessary to collect or obtain any such recovery.

6.4 Non-Standard Reports. If Plan Sponsor or Plan Administrator requests any non-Standard Report and Regence, in its sole discretion, agrees to provide such report, Regence reserves the right to charge for non-Standard Reports. Non-Standard Reports shall be subject to a charge as set forth in the ASC Fee Schedule Addendum, for required programming time. All other charges for non-Standard Reports shall be agreed upon by the Parties in writing before the reports are prepared.

6.5 Claims Adjudication and Appeals.

(a) **Appeals:** Plan Sponsor may choose to delegate to Regence the discretionary authority to administer and make appeals decisions for all, some, or none of the member appeal levels. The Plan Sponsor's designation is indicated in the ASC Fee Schedule Addendum.

(1) **If Plan Sponsor maintains control of member appeals:** Plan Sponsor agrees and acknowledges that Regence has no fiduciary responsibility for Plan Sponsor's appeal decisions if Plan Sponsor assumes responsibility for all member appeals, including review by an Independent Review Organization ("IRO"). Plan Sponsor further agrees and acknowledges that Regence is not responsible for any fees related to a member's IRO voluntary claims appeal.

(2) **If Plan Sponsor delegates the first level of member appeals to Regence:** Regence shall not accept any fiduciary responsibility for Regence's first level appeals decisions. Regence will return any subsequent appeals to the submitter and refer the submitter to the Plan Sponsor for adjudication and final determination. Plan Sponsor further agrees and acknowledges that Regence is not responsible for any fees related to a member's IRO voluntary claims appeal.

(3) **If Plan Sponsor delegates entire member appeals process to Regence:** Regence hereby acknowledges and agrees that it shall act as a fiduciary to the GHP, meeting the same standards that are required by ERISA fiduciaries, solely for the purpose of reviewing denied claims under the Plan, including first and second levels of internal appeals and IRO external appeals. Plan Sponsor

acknowledges and agrees that Regence shall not have any other fiduciary duties or responsibilities under the GHP. In consideration of Regence assuming fiduciary responsibility for all levels of member appeals, per the ASC Fee Schedule Addendum, Plan Sponsor agrees to pay Regence the Claims Administration Fee surcharge and to reimburse Regence for any fees (at cost) related to a member's IRO voluntary claims appeal. Plan Sponsor also agrees to use a Regence-approved IRO.

- (b) **Litigation:** Plan Sponsor agrees and acknowledges that Regence shall have no authority or obligation to act on behalf of the GHP or Participants as a fiduciary or otherwise with respect to any litigation, including litigation by Participants for benefits under the GHP, except as may otherwise be required under Regence's indemnification obligations under this Agreement.

SECTION 7. PLAN SPONSOR REQUIREMENTS

- 7.1 Fees.** Plan Sponsor will pay Regence all administrative fees as set forth on ASC Fee Schedule Addendum, and any other fees set forth in this Agreement or other applicable Addenda. The ASC Fee Schedule Addendum and any other Addenda will be amended on an annual basis or as otherwise set forth in this Agreement.
- 7.2 Fee Adjustments for Increase of Administration.** If, during any Term of the Agreement, Regence's administrative duties change or Regence's expenses of administration increase for the reasons stated in this Section 7.2, Regence will provide 30-day prior written notice to Plan Sponsor of its intent to increase administrative fees along with a new ASC Fee Schedule Addendum.

If the Plan Sponsor objects to the proposed changes, it may terminate this Agreement without penalty. If the Plan sponsor consents to the changes, it does not need to do anything and its inaction will be treated as consent to the changes, and the changes will take effect as of the first month following the thirty day notice period. The new ASC Fee Schedule Addendum will then become part of this Agreement without the necessity of securing the Plan Sponsor's signature on the Schedule, and will continue for the remainder of the Term.

Regence may adjust the ASC Fee Schedule Addendum in the following situations:

- (a) changes in the GHP, including, but not limited to, any increase in the GHP's risk, as determined by sound actuarial principles, due to mutually agreed upon changes in Plan Benefit levels for any reason, including Plan Sponsor's request for modification, external legal requirement, or change to its agent's commission level;
- (b) changes in which the enrollment under the plan increases or decreases by 10% or more from the greater of the Subscriber Contract Months in the first month of the Term or the Subscriber Contract Months used on the ASC Fee Schedule Addendum for the Term;
- (c) changes in which a business unit, division, subsidiary, or affiliated company of Policyholder is added to or deleted from coverage under this Agreement;
- (d) Changes in which a legislative or regulatory enactment imposes a mandate, premium tax or surcharge payable to a governmental entity based on Regence's fees or services
- 7.3 State Tax Fees.** Regence will bill Plan Sponsor for any and all taxes and/or fees, including taxes or fees which may be mandated or assessed on benefit payments made by Regence on behalf of the GHP, including but not limited to taxes required to be paid to the state of New York

or fees assessed to support Vermont's Health Information Technology Fund. Any such fee will be billed monthly.

- 7.4 Funds for Payment of Benefits.** Plan Sponsor will provide to Regence all funds necessary to pay GHP benefits.
- 7.5 Claims Call.** Regence will notify Plan Sponsor once a week using an agreed-upon method (such as by email, confirmed facsimile or telephone) of the amount of Paid Claims since the Effective Date (if this is the first such notification under this Agreement) or since the most recent previous notification (if this notification is other than the first under this Agreement), plus the amount of applicable fees shown in the ASC Fee Schedule Addendum, which may be due. This notification is referred to as the "Claims Call", and will occur as indicated in the ASC Fee Schedule Addendum.
- 7.6 Payment of Funds.** Plan Sponsor will pay to Regence the amount of each Weekly Claims Call communicated to Plan Sponsor under Section 7.5 according to the terms set forth on the ASC Fee Schedule Addendum.
- 7.7 Advance Deposit.** Prior to the Effective Date of this Agreement, Plan Sponsor will pay to Regence an advance deposit as set out in the ASC Fee Schedule Addendum. The advance deposit is calculated on the basis of the enrollment assumption documented in the ASC Fee Schedule Addendum. Each time this Agreement is renewed for an additional Term, Regence will re-evaluate the enrollment assumption and advance deposit and, if necessary, Plan Sponsor will pay to Regence the amount needed to bring the advance deposit to the re-evaluated amount. Regence may recalculate the advance deposit during a Term, and Plan Sponsor will bring the advance deposit to the recalculated amount, if either:
- (a) the number of Participants for the first month of the Term differs by ten percent (10%) or more from the enrollment assumption from which the advance deposit was calculated; or
 - (b) the average number of Participants during the Term changes by ten percent (10%) or more from the number enrolled at the beginning of the Term.

After a final accounting by Regence following termination of this Agreement and completion of any period of Run-out, Regence will refund the balance of the advance deposit remaining after offset of any amount owed to Regence for any reason. Regence is entitled to any earned interest from the advance deposit.

- 7.8 Subrogation and Right of Reimbursement.** Regence will make reasonable efforts to identify and pursue potential prepay and/or post-pay subrogation and similar rights of reimbursement recovery opportunities with regard to claims Incurred during the Term under GHP, in accordance with Regence's standard business practices. Plan Sponsor will notify Regence of subrogation and right of reimbursement opportunities of which Plan Sponsor becomes aware. A fee or fixed percentage of subrogation and right of reimbursement recoveries will be withheld to cover Regence's costs of pursuit of such recoveries and is identified as the subrogation/right of reimbursement fee in the ASC Fee Schedule Addendum. These subrogation/right of reimbursement fees will be in addition to any other fees and expenses that Regence is entitled to, or otherwise obligated to pay, out of any subrogation or similar right of reimbursement recovery. In the event Regence obtains a subrogation or overpayment recovery from another party which is considered in whole or in part reimbursement for Paid Claim(s) for which Plan Sponsor is solely liable under the terms of this Agreement, then the Plan Sponsor's account will be credited, less any amount that Regence incurs to collect the overpayment or subrogation

recovery, including but not limited to attorney's fees, costs, third-party collections' fees, or other expenses that are paid to effectuate the recovery, and net of any stop-loss reinsurance credited first to Commencement Bay Risk Management Insurance Company, as set forth in the ASC Fee Schedule Addendum. Unless notified to the contrary by the Plan Sponsor by or before the later of the termination date or the completion of any period of Run-out, Regence will continue, after termination and completion of any Run-out, to pursue GHP subrogation and similar right of reimbursement files that are then in its possession and will be entitled to withhold the subrogation/right of reimbursement fee from recoveries it obtains on those files. Regence's pursuit of recoveries under this provision, whether before or after the termination date and completion of any period of Run-out, will continue only as long as Regence determines such recoveries are active and viable. If permissible, Regence may offset any payment due from a Participant or recipient against any unpaid claim payment due to the Participant or recipient. The subrogation/right of reimbursement fee is calculated from the amount recovered, net of any attorney fees, costs, or other expenses that are paid to effectuate the recovery, and net of any stop-loss reinsurance credited first to Commencement Bay Risk Management Insurance Company, as set forth in the ASC Fee Schedule Addendum. Regence's fees for collecting overpayments or subrogation amounts as set forth in the ASC Fee Schedule Addendum will apply to all Paid Claims, whether processed during the Term, after termination, or after completion of any Run-out, irrespective of their eligibility for reimbursement under the Stop-loss insurance policy purchased by Plan Sponsor. If Plan Sponsor is reimbursed under the Stop-Loss insurance policy for a Paid Claim or Paid Claims to which this Section 7.8 applies, Plan Sponsor's Claim Call invoice will include a separate line itemization in the amount of Regence's fees. Regence will calculate and withhold the subrogation/right of reimbursement fee from each net recovery and then credit the remaining net balance to the Plan Sponsor's account. If the subrogation/right of reimbursement fees, costs, or other expenses associated with the validation and distribution of the refund exceed the net balance, then Regence will not remit the net balance to the Plan.

- 7.9 Late Fees.** If administrative fees, claims, or other invoices are not paid to Regence by the due date, Regence may in its discretion charge a late fee up to 1.5% per month. Late fees are calculated from the date payment is due. Late fees are not part of the administrative services fee.
- 7.10 Independent Review Organization (IRO) Administration and Fees.** Plan Sponsor is responsible for reimbursing Regence for fees billed to Regence by an independent medical review organization (IRO) related to a Participant's claims appeal. Plan Sponsor agrees to use a Regence approved IRO.
- 7.11 Federal Tax Fees.** Plan Sponsor is responsible for any and all taxes and/or fees, including taxes or fees which may be mandated or assessed on benefit payments made by Regence on behalf of the GHP, including but not limited to taxes required to be paid to the federal government for Carrier Market Share Tax, Reinsurance Assessment or Patient Centered Outcome Research Trust Fund.
- 7.12 Information Necessary to Comply with Governmental Requirements.** Plan Sponsor will provide the information necessary for Regence to comply with Regence's obligations under any federal or state law related to this Agreement, including but not limited to the social security numbers of the Participants, the working status of Participants, and tax identification number of the group, as required by the Medicare Secondary Payor reporting requirements applicable to third party administrators for group health plans under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007.

7.13 Shared Savings Program Fees. Regence may engage in Shared Savings Programs and other payment avoidance activities as described in the BluePath Shared Savings Addendum at Plan Sponsor's direction. Plan Sponsor shall pay a percentage of the Shared Savings as set forth in the ASC Fee Schedule Addendum to Regence as compensation for its Shared Savings Program services, and Plan Sponsor will receive the remaining savings amount for services related to cost recovery activities or retain the remaining savings amount for pre-pay activities. Regence will report the amount of its compensation for payment avoidance activities and Shared Savings to Plan Sponsor on Plan Sponsor's Claims Call invoice. For clarity, Plan Sponsor acknowledges and agrees that Regence's services under this Section 7.13 are not fiduciary activities as defined in ERISA because such activities do not constitute an adverse benefit determination for participants under the claims and appeals regulations or an exercise of discretion or control over plan assets or administration. Regence shall determine which recoveries it will pursue or Claims that it or its contracted vendor will review prior to or after payment. Regence will not be liable for any amounts it does not successfully recover, nor shall Regence be liable to Plan Sponsor to the extent that it approves certain Claims for payment as a result of Regence's Claims prepayment analysis activities or other Shared Savings Programs.

SECTION 8. ELIGIBILITY

- 8.1 Eligibility.** Plan Sponsor, not Regence, is responsible for determining and maintaining Participant eligibility records. Plan Sponsor will provide Participant eligibility records to Regence in a form acceptable to Regence and upon an agreed frequency. Plan Sponsor agrees to comply with the terms and conditions for eligibility and enrollment set forth in the GHP.
- 8.2 Commencement of Coverage.** A Participant's coverage begins on the first day of the month (assuming eligibility, satisfaction of probationary periods, payment of the rate and other requirements of eligibility), and terminates on the last day of a month. Administrative fees are not pro-rated for partial months of coverage.
- 8.3 Timely Information.** Plan Sponsor acknowledges that Regence's ability to effectively perform the administrative services required by this Agreement depends upon Plan Sponsor's furnishing to Regence timely information in the form of properly completed applications and data for those Participants who are eligible for coverage and timely notice of those who terminate coverage. This information must be provided in a form acceptable to Regence.
- 8.4 No Liability if Information Not Timely.** Regence will not be liable for non-performance or delay in the performance of this Agreement caused by or contributed to in whole or in part by the failure of Plan Sponsor to timely furnish any information necessary to determine eligibility for coverage or for adjudication of benefits.
- 8.5 Retroactive Termination.** Regence will not retroactively cancel or rescind coverage for any Participant or Beneficiary upon the request of the Plan Sponsor, except in cases involving fraud, intentional misrepresentation, or administrative delay.
- 8.6 No Liability if Information Not Correct or Complete.** Regence will not be liable for any claims payment errors based on incorrect or incomplete eligibility information. If Regence or Plan Sponsor identifies such an error, and if the Plan Sponsor requests that Regence pursue recovery of any overpayment based on the incorrect eligibility information Regence received, Plan Sponsor will pay Regence a fee of thirty percent (30%) of any recovery to cover Regence's costs of this pursuit. This fee will be in addition to any other fees and expenses that Regence is entitled to, or otherwise obligated to pay, out of any recovery. Plan Sponsor will indemnify and hold harmless Regence for any and all liability Regence incurs as a result of its pursuit of overpayment errors based on incorrect or incomplete eligibility information.

SECTION 9. DISPOSITION OF CLAIMS UPON TERMINATION

9.1 Termination of Administrative Services. The Parties agree that Regence will provide Run-out Claim Processing services after the termination of this Agreement. Regence will continue to perform Run-out Claim Processing services, however, only:

- (a) for the amount of time presented in the Runout Period of the ASC Fee Schedule Addendum (or any other written agreement of the Parties for Run-out Claims Processing services);
- (b) for claims Incurred prior to the termination date;
- (c) if Plan Sponsor pays the Run-out Claim Processing fees presented on the ASC Fee Schedule Addendum (or any other written agreement of the Parties for Run-out Claims Processing services) in a timely manner; and
- (d) if the Plan Sponsor remits an additional deposit (or increases the existing amount of any existing deposit) to Regence prior to the termination of the Agreement, in an amount to be determined in Regence's sole discretion, based upon Regence's reasonable estimate of (i) claims Incurred but not paid, and (ii) the Run-out administrative expenses, as calculated by Regence.
- (e) If Plan Sponsor breaches paragraph (c) or (d), all administrative services required of Regence under any term of this Agreement or otherwise, including but not limited to claims processing and payments, will immediately cease; except that, if Regence reasonably concludes that it is legally required to continue providing administrative services, Run-out Claims Processing will continue and Plan Sponsor is obligated to pay Regence for its Run-out Claims Processing services under the terms of this Agreement.

9.2 Disposition of Claims after Termination. After termination of this Agreement and completion of any period of Run-out, Regence will deny:

- (a) all claims under the GHP that are in the possession of Regence for which payment has not been issued, regardless of the date the claims were Incurred; and
- (b) all claims under the GHP that are received by Regence thereafter.

Plan Sponsor will pay Regence all benefit payments and administration charges that are due Regence and remain unreimbursed at the time of or after termination and completion of any period of Run-out. Regence will not be obligated to provide any further services after the termination of this Agreement and completion of any period of Run-out. Regence may in its sole discretion, however, perform certain post Run-out services on a time and materials basis.

SECTION 10. INDEMNIFICATION AND LAWSUITS AGAINST THE PARTIES

10.1 Claims Disputes. In the event a dispute arises with a Participant or other third party over GHP benefits or any action taken by Regence related to the payment of GHP benefits in the performance of Regence's duties under the Agreement (referred to in this Agreement as a "**Claim Dispute**"), the Parties agree to the following.

- (a) **Notification of Dispute.** When a Party reasonably determines that a Claim Dispute may arise, the Party will promptly notify the other Parties in writing as to the issues involved in the Claim Dispute.

- (b) **Litigation Defense.** If Regence is a party to any legal action related to or arising out of a Claim Dispute, Regence will defend itself against any such legal action (including, but not limited to, litigation, arbitration, and/or mediation) brought by or on behalf of any Participant or other third party, and Regence will have full discretionary authority in all matters related to the conduct, defense, or settlement of any such action, including, but not limited to, the selection of counsel and pursuit of any counter- or cross-claim. As provided in Section 10.2(c), GHP and Plan Sponsor, jointly and severally, are responsible for Regence's costs in defending any legal action related to or arising out of a Claim Dispute including but not limited to, the payment of counsel and filing, court, arbitrator, mediator, and other similar fees and expenses, and Plan Sponsor and GHP, jointly and severally, agree to reimburse and indemnify Regence for such costs as they are incurred by Regence and billed, with supporting documentation, to GHP or Plan Sponsor.

10.2 Indemnification. The Parties agree to the following indemnification provisions:

- (a) Plan Sponsor and GHP, jointly and severally, will indemnify, defend and hold harmless Regence, Regence Affiliates, and their respective directors, officers, employees (acting in the course of their employment, but not as claimant) and agents, for that portion of any liability, settlement and related expense (including the cost of legal defense through and including any appeals) resulting solely and directly from Plan Sponsor's or GHP's breach of this Agreement, negligence, gross negligence, willful misconduct, criminal conduct, fraud or breach of a fiduciary responsibility related to or arising out of this Agreement.
- (b) Subject to Section 10.2(c), Regence will indemnify, defend and hold harmless Plan Sponsor and GHP, their affiliates and their respective directors, officers, employees (acting in the course of their employment, but not as claimant) and agents, for that portion of any liability, settlement and related expense (including the cost of legal defense through and including any appeals) resulting solely and directly from Regence's breach of this Agreement, negligence, gross negligence, willful misconduct, criminal conduct, fraud or breach of a fiduciary responsibility related to or arising out of this Agreement.
- (c) Notwithstanding anything herein to the contrary, Plan Sponsor and GHP, jointly and severally, will remain obligated for: (1) indemnifying Regence for any Claim Dispute under Section 10.1 of this Agreement; (2) indemnifying Regence from any claim or loss which results from Plan Sponsor's incorrect certification of Participant eligibility; (3) the payment of all GHP benefits; (4) any fines or penalties imposed by federal, state, or other regulator in connection with Regence filing forms, analysis or other required documents to such regulators on GHP's or Plan Sponsor's behalf; and, (5) the payment of all benefits, costs or damages when the acts giving rise to the liability were performed by Plan Sponsor or GHP, or by Regence upon Plan Sponsor's or GHP's express direction. Regence will not be considered negligent if Regence's claims processing services are performed in accord with the standards of Section 6.3.

SECTION 11. VISION BENEFIT MANAGEMENT

- 11.1 Vision Management.** Regence, through a vendor relationship with Vision Service Plan (VSP), will administer and adjudicate claims through its vision provider network, including the establishment of agreements with Participating Vision Providers for the provision of vision services to Participants. The contract pricing with Participating Vision Providers may be at various compensation terms and rates. Plan Sponsor will pay Regence all administrative fees as set forth in the ASC Fee Schedule Addendum, and any other fees set forth in this Agreement

or other applicable Addenda. The ASC Fee Schedule Addendum and any other Addenda will be amended on an annual basis or as otherwise set forth in this Agreement.

- 11.2 Rescissions or Retroactive Terminations.** Notwithstanding anything in Section 8.5, neither Regence nor VSP will reprocess any claims for a Participant regardless of the reasons for the Participant's coverage being rescinded or retroactively terminated.

SECTION 12. ADDITIONAL PROVISIONS

The following provisions are incorporated by reference into this Section 12:

- (a) the ASC Fee Schedule Addendum;
- (b) the Pharmacy Benefit Management Addendum;
- (c) the ASC HIPAA Addendum;
- (d) the Inter-Plan Programs Addendum;
- (e) the BluePath Shared Savings Addendum.

SECTION 13. GENERAL

- 13.1 Insurance.** Each Party will obtain, at its own cost, and keep in force adequate policies providing comprehensive general liability and other insurance in amounts consistent with industry standards as may be necessary to insure the Party and its agents and employees against any claim or claims for damages arising out of the performance of its obligations under this Agreement. If any Party procures one or more claims-made policies to satisfy its obligations under this Agreement, the Party will obtain any extended reporting endorsement ("tail coverage") required to continuously maintain such coverage in effect for all acts, omissions, events, or occurrences during the Term of this Agreement, without limit or restriction as to the making of the claim or demand. Evidence of the insurance coverage required under this Section will be made available to a Party upon request.
- 13.2 Joint Ownership of Certain Records; Confidentiality.** The Parties agree that records and documents that constitute "protected health information" as that term is defined in 45 CFR 160.103 and that pertain to administration of the GHP will be and remain the joint property of the GHP and Regence. All Proprietary Materials are the sole property of Regence. Regence will have the right to protect the confidentiality of the Proprietary Materials and will not be required to make such Proprietary Materials available to anyone. Plan Sponsor agrees to maintain the confidentiality of any Proprietary Materials Regence provides, and Plan Sponsor will not provide any Proprietary Materials to any other person, including any data extracts or summary information, except to the extent such Proprietary Materials have been made available to the public without fault of the Plan Sponsor. In the event of a termination of this Agreement, Regence will cooperate with the Plan Sponsor to provide copies of certain requested jointly owned information. Plan Sponsor or GHP agrees to reimburse Regence for the reasonable cost of such assistance and copies.

The Parties acknowledge there may be a need to disclose information that is within the definition of Proprietary Materials to allow GHP to meet its obligations under the Consolidated Appropriations Act 2021 and other applicable laws and regulations requiring disclosures of negotiated in-network rates and historical claims data on allowed amounts for out-of-network providers. The Parties agree that Plan Sponsor and GHP do not violate this Agreement by making necessary disclosures of Proprietary Information to meet GHP's disclosure obligations

under these laws and regulations, provided that Regence provides written approval to the form and format of such disclosure prior to any such disclosure. The Parties will develop a mutually acceptable understanding of what Proprietary Information may be disclosed for compliance purposes at least 30 days in advance of any such disclosure. Regence reserves the right to deny disclosure of Proprietary Materials if the Parties do not reach an agreement as to the form and format of any such disclosure.

- 13.3 Entire Agreement.** This Agreement, its Addenda and Exhibits supersede and replace all prior oral or written agreements, if any, between Plan Sponsor and Regence and is the entire agreement between the Parties.
- 13.4 Non-Waiver.** The failure or refusal of any Party to enforce or enjoy any breach or violation of any provision of this Agreement will not be a waiver of that Party's right to enforce any subsequent breach.
- 13.5 Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- 13.6 Relationship to Blue Cross and Blue Shield Association.** Plan Sponsor and GHP on behalf of themselves and their Participants hereby expressly acknowledge the understanding that this Agreement constitutes an Agreement solely between Plan Sponsor, GHP and Regence, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Regence to use the Blue Cross and Blue Shield Service Marks in the state Utah, and that Regence is not contracting as the agent of the Association. Plan Sponsor and GHP on behalf of themselves and their Participants further acknowledge and agree that they have not entered into this Agreement based upon representations by any person or entity other than Regence and that no person or entity other than Regence will be held accountable or liable to Plan Sponsor or the Participants for any of Regence's obligations to Plan Sponsor created under this Agreement. This paragraph will not create any additional obligations whatsoever on the part of Regence other than those obligations created under other provisions of this Agreement.
- 13.7 Audit Rights.** During the Term of this Agreement, the period of Run-out, and for a period of six (6) months following the Agreement's termination and completion of any period of Run-out, Plan Sponsor or GHP (or its designated claims auditing representative, if approved by Regence in writing) will have the right to initiate an examination of Regence's records. Examined records will relate only to the GHP benefits. Any such audit will be conducted during regular business hours at Regence's offices, and following sixty (60) days prior written notice. Any examination of individual Participants' health benefit payment records will be carried out in a manner specifically designed to protect the confidentiality of the Participants' medical information in compliance with all federal and state laws governing confidentiality and privacy of health information. All audits will be limited to information relating to the Term in which the audit is conducted and/or the immediately preceding Term and will be concluded within eighteen (18) months of the last day of the Term under audit. Plan Sponsor or GHP will pay all expenses incurred by Regence, GHP and Plan Sponsor relating to the audit. Regence will not be required to disclose any information in violation of applicable law. Regence does not permit any extrapolation from a sample of claims to make determinations about the universe of claims processed as a whole.

Prior to commencement of any audit, Plan Sponsor, GHP and its outside auditor, if any, will execute a written audit agreement with Regence which sets forth the terms and conditions of the audit according to Regence's most recent external audit policy. Regence reserves the right to deny access to a third-party contingency fee auditor.

With regard to its contracts with Participating Providers, the terms of which are not otherwise publicly available, Regence reserves the right to deny access to the contracts. At Regence's sole discretion, Regence will provide access to its contracts with Participating Providers only (i) for the purpose of ensuring that a claim was correctly paid by the claims processing system at the appropriately contracted rate, and (ii) only in a manner that Regence deems would protect the confidential and/or proprietary information contained therein. This reservation of right pertains not only to the actual contracts but also to any data, reports or other information generated from which the terms of the contracts could be determined, which are considered Proprietary Material under the Definition Section of this Agreement.

- 13.8 Severability.** In the event any one or more of the terms, conditions or provisions contained in the Agreement or any application thereof is declared invalid, illegal or unenforceable in any respect by any arbitrator or court of competent jurisdiction, the validity, legality or enforceability of the remaining terms, conditions or provisions of this Agreement and any other application thereof will not in any way be affected or impaired thereby, and this Agreement will be construed as if such invalid, illegal or unenforceable provisions were not contained herein.
- 13.9 Restriction on Assignment.** No Party will assign or transfer any of its rights, or delegate any of its duties or obligations hereunder, directly, or indirectly, without the prior written consent of the other Parties. A Party may, with the prior written consent of the other Parties, assign this Agreement in its entirety to any person or entity, other than a direct competitor of a Party, which acquires the business of the assigning Party or with which the Party merges or is consolidated or affiliated, provided that the permitted assignee agrees in writing to be bound by the terms of this Agreement. Any attempted assignment, transfer, or delegation in violation of this paragraph will be null and void.
- 13.10 Notices.** Except for a revised ASC Fee Schedule Addendum under Section 4.2 or an alternative ASC Fee Schedule Addendum under Section 7.2 (which would be effective as provided in those sections) and except for endorsements or amendments to this Agreement (which would be effective on the endorsement or amendment effective date), all notices, requests, demands, and other communications required or permitted to be given or made under the Agreement will be in writing and will be effective on the date of actual hard copy receipt (including by confirmed email receipt), and will be sent to Plan Sponsor, GHP or Regence, as the case may be, to such address, person, or entity as set forth below, or as any Party will designate by notice to the other Parties in accordance herewith.
- 13.11 Binding Effect.** This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assigns.
- 13.12 No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any right or remedy of any nature whatsoever; and nothing in this Agreement will create, or be deemed to create any rights, obligations or legal relationship between Regence and any Participant.
- 13.13 Force Majeure.** No Party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control including, without limitation, acts of God, war or insurrection, terrorism, flood, or storm, strikes, pandemic or rule or action of the government or agency. The Parties will make a good faith effort, however, to assure Participants have access to Participating Provider services consistent with applicable law, despite such events.
- 13.14 Survival.** All rights and obligations will cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Section 7, Section 9, Section 10, Section 13.1

and Section 13.2 of this Agreement, the Inter-Plan Programs Addendum, and as specified in Section 6.3 of the ASC HIPAA Addendum.

- 13.15 Headings.** The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.
- 13.16 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.
- 13.17 Fidelity Bond.** Plan Sponsor will provide a fidelity bond for fiduciaries and every person who handles funds or other property of the GHP if required by ERISA for the benefit of the GHP.
- 13.18 Bankruptcy.** If bankruptcy, receivership, or liquidation proceedings are commenced with respect to any Party hereto, and if this Agreement has not otherwise been terminated, then a non-filing Party may suspend all further performance of this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision of Federal or State law. Any such suspension of further performance by a non-filing Party pending the defaulting Party's assumption or rejection of this Agreement will not be a breach of this Agreement and will not affect the non-filing Party's right to pursue or enforce any of its rights under this Agreement or otherwise.
- 13.19 Class Actions.** Plan Sponsor and Regence recognize that, from time to time, Regence or Plan Sponsor or GHP may receive notice of a pending class action that seeks recovery on behalf of a class that may include Regence or Plan Sponsor (a "Class Action"). Notwithstanding any language to the contrary in this Agreement, Regence will have no duty to participate in the "Class Action" on behalf of Plan Sponsor or GHP. Regence does not have a duty to notify Plan Sponsor or GHP (or any plan) of receipt of notice of any "Class Action". Plan Sponsor or GHP may request that Regence provide information for a Class Action or assist in pursuing a recovery for Plan Sponsor in a Class Action. Regence will have the sole discretion to accept or reject such a request. If accepted, the services provided will be subject to the payment of additional administrative fees and other related costs to Regence by Plan Sponsor.
- 13.20 Governing Law.** Unless preempted by federal law, this Agreement will be governed, construed, performed, and enforced in accordance with the laws of the State of Utah.
- 13.21 Dispute Resolution.** If a dispute should arise out of this Agreement or a breach thereof, the Parties will attempt in good faith to resolve the dispute informally through discussion, the exchange of documents, or meetings following a Party's written notice of the existence and nature of the dispute.

If the Parties are unable to resolve the dispute within 30 days after the date of such written notice, they will, while continuing to attempt to resolve the dispute, also establish a procedure for mediation of the dispute in the event it is not resolved.

If the Parties are unable to resolve the dispute, or to agree to a procedure for mediation of the dispute, within 60 days after the date of the written notice of dispute, then the dispute will be submitted to mediation, initiated by written notice from a Party, in accordance with the model procedures of the International Institute for Conflict Prevention & Resolution.

In the event the Parties are not able to resolve the dispute as described above, the Parties may submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association unless the Parties agree to another method of dispute resolution. The Arbitration will be conducted in the Utah county where the Plan Sponsor resides.

The Parties agree that the arbitrator's award will be final and binding, may include an apportionment of attorney fees and costs, and may be enforced in any court having jurisdiction thereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated.

This Agreement may be signed in counterparts. A copy of a signature page transmitted electronically will be considered an original signature page. At the request of a Party, each other Party will confirm an electronic copy of a signature page by delivering an original signature page to the requesting Party.

ACCEPTED:

**PLAN SPONSOR:
SAN JUAN COUNTY**

**REGENCE BLUECROSS BLUESHIELD OF
UTAH**

By: San Juan County
Name: Mack McOmsted
Title: Chief Administrative Officer
Date: 7-14-2021

By: Patrick Harding
Name: Patrick Harding
Title: Director of Underwriting
Date: December 8, 2021

Address for Notice:

Address for Notice:

Regence
Attn: Legal Department
100 SW Market Street, MSE 12B
Portland, OR 97201
Fax: 503-225-5431

**GROUP HEALTH PLAN (GHP):
SAN JUAN COUNTY**

By: San Juan - County
Name: Mack McOmsted
Title: Chief Administrative Officer
Date: 7-14-2021

Address for Notice:

PHARMACY BENEFIT MANAGEMENT ADDENDUM

This Pharmacy Benefit Management Addendum (the "Addendum") modifies the Administrative Services Contract by and among GHP, Plan Sponsor, and Regence (the "Agreement") for the provision of pharmacy benefit administration and pricing services to, or on behalf of, GHP. In the event of any conflict between the Agreement and this Addendum, this Addendum shall take precedence, but only with respect to the matters contained herein. Capitalized terms used but not defined herein shall have the meanings as defined or used in the Agreement.

SECTION 1. DEFINITIONS

The following are definitions of terms used in this Addendum. Other terms are defined where they are first used. Defined terms are capitalized when used in the defined context. The terms defined in this Addendum shall have the same meaning wherever used throughout the Agreement, including all Addenda.

- 1.1 **"340B Claim"** means a Paid Claim for a Covered Drug dispensed pursuant to the dispensing pharmacy's participation under Section 340B of the Public Health Service Act, 42 U.S.C. §256b.
- 1.2 **"Authorized Generic Drug"** means a Covered Drug that is marketed, sold, or distributed in the United States as a generic version of a Brand Drug where the authority for such marketing, sale and or distribution is based upon a manufacturer's New Drug Application (NDA) or Biologic License Application (BLA) for the associated Brand Drug.
- 1.3 **"Average Wholesale Price ("AWP")"** means the average wholesale price for a Covered Drug, as established, and reported by Regence. AWP will be updated in the Regence system regularly. "AWP" does not represent a true wholesale price, but rather is a fluctuating benchmark provided by third party pricing sources. In the event that the AWP pricing benchmark used by Regence is replaced with another industry benchmark or the methodology for calculating the AWP benchmark materially changes for any reason, Regence may switch to such new pricing benchmark or modify the pricing under this Agreement upon thirty (30) calendar days written notice to Plan Sponsor so as to maintain comparable pricing under the new benchmark or methodology as existed prior to the change.
- 1.4 **"Biosimilar Drug"** means a biological product that (a) is highly similar to a second US-licensed biological product, notwithstanding minor differences in clinically inactive components, where there are no clinically meaningful differences between the biological products in terms of the safety, purity, and potency of the product; and/or (b) is approved pursuant to 42 U.S.C. § 262(k) or is otherwise interchangeable for therapeutic purposes under applicable Law.
- 1.5 **"Compound Drug"** means a Covered Drug that (a) is comprised of two or more solid, semi-solid, or liquid ingredients (other than water, flavoring, alcohol or a sodium chloride solution added to any preparation) that are weighed or measured at a pharmacy and then prepared according to the prescriber's order and the pharmacist's art, (b) contains at least one FDA-approved Federal Legend Drug (as the term is defined by the federal Food, Drug, and Cosmetic Act) as an active ingredient, (c) is not otherwise generally available in its compound form, and (d) is not a compound preparation administered by infusion.
- 1.6 **"Covered Drug"** means a prescription and over-the-counter drug, medicine, agent, substance, device, supplies, and other therapeutic product that is prescribed for a Participant by a medical provider and is covered under the GHP applicable to such Participant and includes all standard
- 1.7 services usually and customarily rendered by a Provider in the normal course of business, including dispensing, counseling, and product consultation.

- 1.8 **“Dispensing Fee”** means the fee to dispense a Covered Drug to a Participant as defined in the ASC Fee Schedule Addendum.
- 1.9 **“Drug List”** or **“Formulary”** means the list of Covered Drugs with associated drug coverage decisions, as established, and updated from time to time by Regence in its sole discretion.
- 1.10 **“Ingredient Cost Charge”** means the ingredient cost portion (excluding the Dispensing Fee and any sales taxes) for a Covered Drug dispensed to a Participant.
- 1.11 **“Limited Distribution Drug”** or **“LDD”** means a Specialty Drug that is not listed on the Specialty Drug List, is available from a limited number of pharmacies, and may require complex treatment regimens that are difficult to manage. LDDs will be listed on a separate LDD list, which may be updated throughout the Term of the Agreement.
- 1.12 **“Maximum Allowable Cost”** (“MAC”) means the then current Maximum Allowable Cost of certain pharmaceutical drugs, which lists and pricing may be established and amended by Regence in its sole discretion.
- 1.13 **“Network Discount”** or **“Discount”** means the percentage discount off AWP applied upon claim adjudication to calculate the Ingredient Cost Charge for Covered Drug Paid Claims.
- 1.14 **“Participating Pharmacy”** means a retail, mail, or specialty pharmacy or I/T/U, home infusion, long-term care or other pharmacy or any other Provider that is owned by PBM or any of its Affiliates or has entered into a Contract with PBM or any of its Affiliates that sets forth the terms and conditions of such pharmacy’s participation in a pharmacy network of PBM or any of its Affiliates and for such pharmacy’s dispensing of Covered Drugs to Participants.
- 1.15 **“Rebate”** means a payment or other monetary consideration, except for manufacturer administration fees (“MAF”), issued, directly or indirectly, by a drug manufacturer to Plan Sponsor, GHP, or Regence, arising from or as a result of Covered Drugs dispensed to Participants and/or the performance of any of Regence’s pharmacy benefit management services under this Addendum whereby such Covered Drugs are included on the Drug List stated in the ASC Fee Schedule Addendum.
- 1.16 **“Specialty Drug”** means a drug, medicine, agent, substance, device, supply, and other therapeutic product set forth on the Regence Specialty Drug List that includes one or more of the following: (i) drugs that are injected or infused; however, some may be taken by mouth; (ii) drugs that have unique monitoring, storage, or shipment requirements; and (iii) drugs that require additional education and support from a health care professional.
- 1.17 **“Specialty Drug List”** means the list of medications provided by Regence that fall under aggregate Specialty Drug Network Discount stated in the ASC Fee Schedule Addendum, for medications filled at a Regence preferred specialty pharmacy. The Specialty Drug List may change on a regular basis, and Regence will provide a copy of the most recent list upon request by Plan Sponsor.
- 1.18 **“Usual & Customary Claim”** or **“U&C Claim”** means a retail claim where Regence’s and the Participant’s cost share will be charged on the basis of the applicable U&C charge of the Participating Pharmacy. A U&C Claim will arise when the U&C charge applicable to the claim is (i) less than the sum of the Ingredient Cost Charge and Dispensing Fee that would otherwise be charged by Regence to the Plan Sponsor with respect to such claim and (ii) if applicable, less than the sum of the MAC plus the Dispensing Fee that would otherwise be charged by Regence to the Plan Sponsor with respect to such claim.

SECTION 2. PHARMACY BENEFIT MANAGEMENT

- 2.1 Pharmacy Benefit Management Fees.** Plan Sponsor will pay Regence all administrative fees as set forth in the ASC Fee Schedule Addendum. The ASC Fee Schedule Addendum and any other Addenda will be amended on an annual basis or as otherwise set forth in the Agreement.
- 2.2 Pharmacy Benefit Management Services.** Regence, through its Pharmacy Benefit Manager (“PBM”), Prime Therapeutics (“Prime”), Prime’s subcontractors, or Regence’s then-current PBM, will administer the pharmacy benefit and adjudicate claims for individual prescriptions through its Participating Pharmacies for the provision of pharmacy services to Participants. Plan Sponsor, Plan Administrator and GHP acknowledge that amounts specified in the ASC Fee Schedule Addendum and the rates and charges for particular prescription drug claims are not necessarily the same as the fees, rates, and charges under the arrangement between Regence and its PBM (or between the PBM and Participating Pharmacies). Any positive or negative financial impacts resulting from differences between the PBM arrangement and the Agreement, including all Addenda thereto, will be for the account of Regence and/or its PBM. Participant Cost-Sharing will be calculated based on the reimbursement rate payable to the Participating Pharmacy. The terms, financial assumptions, and qualifications set forth in this Addendum and the ASC Fee Schedule Addendum are material to the Agreement and such terms form a collective set of terms applicable to Regence’s administration of the pharmacy benefit services and adjudication of claims. In addition, the pricing term in the ASC Fee Schedule Addendum are contingent upon the accuracy of the information that Plan Sponsor, Plan Administrator, and GHP have provided to Regence.
- 2.3 Network Discounts.** Regence will administer the fees outlined in the ASC Fee Schedule Addendum. Plan Sponsor, Plan Administrator and GHP agree all Network Discounts outlined in the ASC Fee Schedule Addendum are target discounts and not guaranteed discounts, unless stated otherwise in the ASC Fee Schedule Addendum. Regence will use best efforts to meet the discounts outlined in the ASC Fee Schedule Addendum. To meet the discounts, Regence may need to increase or decrease the Maximum Allowable Cost (MAC). Plan Sponsor shall be entitled to retain any savings resulting from Regence achieving a deeper discount than the Network Discounts. Regence will not be penalized for not meeting the Network Discounts unless stated otherwise in the ASC Fee Schedule Addendum. Additional terms and conditions governing the administration of Pharmacy Discounts, including any applicable discount exclusions, are set forth in the ASC Fee Schedule Addendum.
- 2.4 Rebates.** Regence, through its PBM, may participate in arrangements with drug manufacturers that allow Regence to receive Rebates based, among other things, on the volume of Covered Drugs purchased by or on behalf of Participants under the GHP. Regence, or its PBM, is the exclusive agent for the purpose of negotiating and receiving Rebates. Rebates received by Regence from drug manufacturers will be paid (or credited) to Plan Sponsor to the extent as outlined in the ASC Fee Schedule Addendum. Plan Sponsor, Plan Administrator, and GHP acknowledge that Rebate amounts specified in the ASC Fee Schedule Addendum are not necessarily the same as the arrangement between Regence and its PBM (or between the PBM and manufacturers). Additional terms and conditions governing the administration of Rebates, including any applicable exclusions, are set forth in the ASC Fee Schedule Addendum.
- (a) **Rebate Limitations.** Plan Sponsor agrees it has no existing direct rebate and/or chargeback agreements, 340B discounts, GPO arrangements, or any other discount that would make Plan Sponsor ineligible for Rebate qualification with any manufacturer. Plan Sponsor will not be eligible for Rebates with respect to Covered Drugs dispensed to Participants for any period during which Plan Sponsor is or was receiving Rebates from

manufacturers under a separate agreement with such manufacturers or through a third party.

In the event Plan Sponsor or GHP participates in any rebate agreement with a third-party, any state or federal health care program, or any other price reduction programs, Plan Sponsor is solely responsible for the reimbursement of any Rebates improperly made based on such drug utilization, audit costs charged to Regence, and any other documented costs incurred by Regence as a result of Plan Sponsor's participation in such programs.

- (b) **Payment of Rebates.** Regence will pay Plan Sponsor the Rebate amounts set forth in the ASC Fee Schedule Addendum. Regence has no obligation to make payments to Plan Sponsor for Rebates in accordance with the ASC Fee Schedule Addendum except to the extent corresponding amounts have been received by Regence. Plan Sponsor understands and agrees that whether and to what extent manufacturers are willing to provide Rebates will depend upon the GHP adopted as well as receiving sufficient information regarding each Claim that is submitted to manufacturers for Rebates. Plan Sponsor acknowledges and agrees that it shall not have a right to interest on, or the time of value of, any Rebate payments received by Regence or monies under this Agreement and that Rebate payments will not be issued to Plan Sponsor unless this Agreement has been fully executed by the parties.

2.5 Limitation on Use of Other Pharmacy Services. Plan Sponsor, Plan Administrator and GHP agree not to participate in any other formulary or similar discount program or enter into any direct or indirect contracts with pharmaceutical manufacturers with respect to the products and services dispensed to Plan Sponsor, Plan Administrator and GHP's plan participants. If Plan Sponsor, Plan Administrator and GHP, enters into the aforementioned direct or indirect contract, Regence will be excused from any targets or guarantees as outlined in the ASC Fee Schedule Addendum for so long as those direct or indirect contracts are in effect.

2.6 Reservation of Rights. Plan Sponsor, Plan Administrator and GHP recognize that the PBM industry is volatile. Regence reserves the right to modify or amend the financial targets in the event of: (1) a change in the scope of services to be performed by Regence or the assumptions upon which the financial provisions included in the Agreement are based and/or any government imposed or industry wide change that would impede Regence's ability to provide the pricing described in this document, including any prohibition or restriction on Regence's ability to receive rebates from pharmaceutical manufacturers; (2) a change in Plan Sponsor's alignment with Prime or its then-current PBM (3) implementation or addition of 100% member paid plan.

2.7 Termination. Pursuant to Section 9 of the Agreement, after termination of the Agreement and completion of any Run-out for Paid Claims of Covered Drugs, Regence will retain all Rebates that have not been remitted to Plan Sponsor or GHP. If Plan Sponsor or GHP terminate the pharmacy benefit management services portion of the Agreement only, Regence will retain all Rebates that have not been remitted to Plan Sponsor or GHP after any applicable Run-out period for Paid Claims of Covered Drugs.

ASC HIPAA ADDENDUM

This ASC HIPAA Addendum (the “Addendum”) modifies the Administrative Services Contract between the Parties (the “Agreement”) in which Group Health Plan (“GHP”), or any company that is owned or controlled by GHP (collectively referred to as “GHP”) has contracted with Regence for the provision of services to, or on behalf of, GHP. Plan Sponsor, GHP and Regence are sometimes referred to individually as the “Party” and collectively as the “Parties.”

The Parties acknowledge that for purposes of fulfilling the obligations of REGENCE BLUECROSS BLUESHIELD OF UTAH (“Regence”) to SAN JUAN COUNTY (“Plan Sponsor”) and its Group Health Plan under this Addendum, Regence is the Business Associate of GHP. The Parties agree that Regence may have access to Personal Information in order to perform Regence’s obligations and services to GHP. Parties also desire to comply with the HIPAA Rules and GLB Rules that are applicable to Regence’s relationship with GHP.

SECTION 1. DEFINITIONS

- 1.1 **General.** Except as otherwise provided in this Addendum, all capitalized terms shall have the meanings as set forth and used in the HIPAA Rules.
- 1.2 **“GHP”** means Group Health Plan and any legal entity that is owned or controlled by it.
- 1.3 **“GHP Privacy Official”** means Group Health Plan’s Privacy Official or designee.
- 1.4 **“GLB Rules”** means the requirements of all insurance commissioner regulations implementing Title V of the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.).
- 1.5 **“HIPAA Rules”** means the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 and implementing regulations.
- 1.6 **“Lawful Holder”** means an individual or entity that is in lawful possession of Patient Identifying Information.
- 1.7 **“Part 2 Rule”** means the Confidentiality of Substance Use Disorder Patient Records Rule (42 C.F.R. Part 2).
- 1.8 **“Patient Identifying Information”** means information that (a) would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder, such as indicated through standard medical codes, descriptive language, or both and (b) is subject to the Part 2 Rule, limited to the Patient Identifying Information that one a Party receives from or on behalf of another Party.
- 1.9 **“Personal Information”** means any information created for or received from Plan Sponsor or GHP from which the identity of an individual can reasonably be determined, and includes, but is not limited to, all information within the meaning of “Protected Health Information” in the HIPAA Rules and “Nonpublic Personal Financial Information” as defined in the GLB Rules. Personal Information includes such information created, received, maintained, or transmitted on behalf of Plan Sponsor or GHP, in any form, electronic or otherwise.

SECTION 2. REGENCE OBLIGATIONS

- 2.1 **Uses and Disclosures.** Regence shall not use or further disclose Personal Information other than as Required by Law or as permitted in this Addendum.

- (a) **Provision of Services to GHP.** Regence may use or disclose Personal Information to perform functions, activities, or services for or on behalf of Plan Sponsor or GHP within the scope of any services contract or agreement between the Parties, provided that such use or disclosure would not violate the Privacy Rule if done by Plan Sponsor or GHP.
- (b) **Disclosures of Personal Information.** For privacy and security requirements under HIPAA, Personal Information other than enrollment/disenrollment information may be disclosed to the Plan Administrator of the GHP only, and may not be disclosed to the Plan Sponsor, except as provided in this section. Both the GHP and the Plan Sponsor are Parties to this Addendum to ensure Personal Information is disclosed to the correct legal entity. In the event that GHP discloses Personal Information other than enrollment/disenrollment information to the Plan Sponsor or instructs Regence to disclose such Personal Information to the Plan Sponsor, GHP hereby certifies that it has made all necessary amendments to the Plan Document and SPD in accordance with 45 CFR § 164.504.
- (c) **Management and Administration of Regence**
- (1) **Management Use.** Regence may use Personal Information for the proper management and administration of Regence or to carry out the legal responsibilities of Regence.
- (2) **Management Disclosure.** Regence may disclose Personal Information for the proper management and administration of Regence, provided that disclosures are Required by Law or Regence obtains: (i) reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person; and (ii) reasonable assurance that the person agrees to notify Regence of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) **Data Aggregation.** Regence may use Personal Information to provide Data aggregation services to GHP.
- (e) **Minimum Necessary and Limited Data Set.** Regence's use, disclosure, or request for Personal Information shall use a Limited Data Set if practicable. If a Limited Data Set is impracticable, Regence, in its performance of the functions, activities, services, and operations undertaken for, or on behalf of, GHP, shall make reasonable efforts to use, disclose, and request only the minimum amount of Personal Information necessary to accomplish the intended purposes of the use, disclosure, or request. Regence agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under this Addendum.
- (f) **Sale of Personal Information.** Regence shall not directly or indirectly receive remuneration in exchange for Personal Information except where permitted by the Addendum and consistent with applicable law.
- (g) **Marketing.** Regence shall not directly or indirectly receive payment for any use or disclosure of Personal Information for marketing purposes except where permitted by the Addendum and consistent with applicable law.

2.2 Safeguards. Regence shall use appropriate safeguards to prevent any use or disclosure of the Personal Information not provided for by this Addendum or by the HIPAA Rules.

2.3 Mitigate Harmful Effects. Regence shall mitigate, to the extent practicable, any harmful effect that is known to Regence of a use or disclosure of Personal Information in violation of the requirements of this Addendum.

2.4 Reporting Requirements

- (a) **Non-Permitted Use or Disclosure.** Regence shall report to GHP any use or disclosure of the Personal Information not provided for by this Addendum or by the HIPAA Rules within five (5) business days of becoming aware of such use or disclosure.
- (b) **Security Incidents.** Regence shall report within five (5) business days to GHP any Security Incident involving electronic Personal Information of which it becomes aware.
- (c) **Notices to Privacy Official.** Regence shall send all notices pertaining to Personal Information obligations that are set forth in this Addendum to the GHP Privacy Official.

2.5 Agents and Subcontractors. Regence shall enter into a Business Associate Agreement in compliance with the HIPAA Rules with any subcontractor or agent of Regence that creates, receives, maintains, or transmits Personal Information on behalf of Regence for purposes of delivered services to GHP under this Agreement.

2.6 Inspection of Books and Records. In a time and manner designated by the Secretary of the U.S. Department of Health and Human Services ("Secretary") or Plan Sponsor or GHP, Regence shall make its internal practices, books, and records relating to the use and disclosure of Personal Information available to the Secretary or Plan Sponsor or GHP for purposes of determining compliance with the HIPAA Rules.

2.7 HIPAA Obligations. To the extent Regence is to carry out one or more of GHP's obligations under the HIPAA Rules, Regence will comply with the requirements of the HIPAA Rules that apply to GHP in the performance of such obligations.

2.8 Individual Rights

- (a) **Access.** At the request of and in a reasonable time and manner designated by GHP, Regence shall provide access to Personal Information to GHP or as directed by GHP, to an individual in order to meet the right of access requirements under the HIPAA Rules. Regence shall make access available in an electronic format when requested by GHP.
- (b) **Amendment.** Regence shall make any amendments to Personal Information as directed by GHP, or as requested by an individual, to meet the right of amendment required by the HIPAA Rules, in a reasonable time and manner designated by GHP.
- (c) **Accountings.** Regence shall document disclosures of Personal Information and information related to disclosures that would be required for GHP to respond to a request by an individual for an accounting of disclosures of Personal Information under the HIPAA Rules. Regence shall provide the accounting information to GHP or an individual in a reasonable time and manner designated by GHP to meet the time specified in the HIPAA Rules.

2.9 Standard Transactions. Regence will not enter into, nor permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of GHP that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is not permitted in a

Standard Transaction; or (iv) changes the meaning or intent of a Standard Transaction or its Implementation Specification.

2.10 Security

- (a) **Security Rule.** Regence shall comply with the security provisions of the HIPAA Rules.
- (b) **Security of Electronic Personal Information.** Regence shall have administrative, physical, and technical safeguards, and related policies and procedures that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Personal Information.
- (c) **Evaluation of Security Controls.** Regence shall make its internal security practices, policies, and procedures relating to the security of Personal Information available to GHP for evaluation. Such evaluation may include technical and non-technical security auditing and shall occur in a reasonable time and manner designated by GHP and coordinated with Regence.

SECTION 3. GHP OBLIGATIONS

- 3.1 **Restrictions to Personal Information.** GHP shall notify Regence of any restriction to the use or disclosure of Personal Information that GHP has agreed to under the HIPAA Rules.
- 3.2 **Permissible Requests.** GHP shall not request Regence to use or disclose Personal Information in any manner that would not be permissible under the HIPAA Rules if done by GHP.

SECTION 4. SUBSTANCE USE DISORDER INFORMATION UNDER 42 CFR PART 2

The Parties acknowledge that Patient Identifying Information subject to the Part 2 Rule may be exchanged under the terms of Agreements entered into between the Parties. When a Party that is a Lawful Holder (a "Disclosing Party") discloses Patient Identifying Information to another Party or permits that Party to create or receive Patient Identifying Information on behalf of the Disclosing Party (the other Party being the "Receiving Party"), the Receiving Party shall comply with the terms of this Section with respect to such information.

4.1 Receiving Party Obligations. The Receiving Party shall:

- (a) Comply with the requirements of the Part 2 Rule with respect to all Patient Identifying Information the Receiving Party creates or receives on behalf of the Disclosing Party;
- (b) Implement appropriate safeguards to prevent unauthorized uses and disclosures of such Patient Identifying Information; such safeguards will comply with 42 C.F.R. § 2.16;
- (c) Report to the Disclosing Party any unauthorized Use, Disclosure, or Breach of Patient Identifying Information in the manner required by the Master Business Associate Agreement; and
- (d) Refrain from redisclosing Patient Identifying Information to any person or entity other than the Disclosing Party, unless such redisclosure is permitted by an applicable provision of the Part 2 Rule or SAMHSA published guidance.

4.2 Disclosing Party Obligations. Disclosing Party shall:

- (a) Make commercially reasonable efforts to require Part 2 Programs (as that term is defined in the Part 2 Rule) to notify Receiving Party of any Patient Identifying Information the Part 2 Program discloses directly to Receiving Party in accordance with the terms of this Agreement.
- (b) Notify Receiving Party of any Patient Identifying Information Disclosing Party discloses to Receiving Party; and
- (c) Disclose to Receiving Party only the minimum Patient Identifying Information necessary for Receiving Party to perform its duties under this Agreement or any underlying Agreement between the Parties.

SECTION 5. TERM AND TERMINATION

- 5.1 Term.** Upon termination of this Agreement, the terms of this Addendum shall remain in effect until all of the Personal Information provided by GHP to Regence, or created, received, or maintained by Regence on behalf of GHP, is destroyed or returned to GHP. If it is infeasible to return or destroy Personal Information, Regence shall inform GHP of the reason it is not feasible and the protections in this Addendum shall extend to such information for as long as Regence retains control or possession of Personal Information.
- 5.2 Termination for Cause.** Upon GHP's knowledge of a breach of this Addendum by Regence, GHP will have the right, but not the obligation, to: (i) provide an opportunity within the time specified in writing by GHP for Regence to cure the breach; or (ii) terminate upon written notice this Addendum and any contract or agreement to which this Addendum applies.
- 5.3 Effect of Termination.** Notwithstanding any provision herein, Regence shall upon termination of this Addendum for any reason:
- (a) Except as provided for in Section 5.3(b), return to GHP or destroy, as specified by GHP, all Personal Information that is under the control or in the possession of Regence. If GHP specifies that Regence destroy Personal Information, Regence shall certify to GHP that the Personal Information has been destroyed;
 - (b) Retain Personal Information only to the extent necessary for Regence to continue its proper management and administration or to carry out its legal responsibilities, but shall return to GHP or destroy, as specified by GHP, such retained Personal Information when it is no longer needed by Regence for its proper management and administration or to carry out its legal responsibilities;
 - (c) Continue its obligations under Section 2.2 (Safeguards) and Section 2.10 (Security) and comply with the HIPAA Rules with respect to electronic Personal Information to prevent use or disclosure of the Personal Information for as long as Regence retains control or possession of Personal Information; and
 - (d) Not use or disclose the Personal Information retained by Regence other than for the purposes for which such Personal Information was retained and subject to the same conditions set out in Section 2.1(c) (Management and Administration of Regence) that applied prior to termination.

SECTION 6. GENERAL

- 6.1 Amendment.** The Parties agree to take such action to amend this Addendum from time to time as is necessary to comply with the requirements of the HIPAA Rules or the GLB Rules.

- 6.2 Assignment.** This Addendum is not assignable or transferable without the prior written consent of GHP.
- 6.3 Survival.** The respective rights and obligations under Section 5 and Section 6 shall survive termination of this Addendum.
- 6.4 Supremacy.** This Addendum shall have legal superiority and control over any conflicting or limiting provision of any other contract or agreement between the Parties, whether entered into before, simultaneous, or after this Addendum.
- 6.5 Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits GHP to comply with the HIPAA Rules and the GLB Rules.
- 6.6 Third-Party Beneficiary.** This Addendum is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or be construed to give any individual or entity other than the Parties hereto any legal or equitable rights hereunder.

INTER-PLAN PROGRAMS ADDENDUM

This Inter-Plan Programs Addendum (the “Addendum”) modifies the Administrative Services Contract by and among GHP, Plan Sponsor, and Regence (the “Agreement”) for the provision of services to, or on behalf of, GHP.

SECTION 1. DEFINITIONS

The following are definitions of terms used in this Addendum. Other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

“**Access Fee**” is a fee charged by the Host Blue to Regence for making its applicable provider network available to the Plan Sponsor’s Participants. The Access Fee will not apply to nonparticipating provider claims. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount Regence receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, Regence passes the Access Fee directly on to the Plan Sponsor.

“**Administrative Expense Allowance (AEA) Fee**” is a fixed per-claim dollar amount charged by the Host Blue to Regence for administrative services the Host Blue provides in processing claims for the Plan Sponsor’s participants. The dollar amount is normally based on the type of claim (e.g., institutional, professional, international, etc.) and can also be based on the size of your Plan Sponsor enrollment. When charged, Regence passes the AEA Fee directly on to the Plan Sponsor.

“**Accountable Care Organization (ACO)**” means a group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

“**Care Coordination**” means an organized information-driven patient care activities intended to facilitate the appropriate responses to a Participant’s healthcare needs across the continuum of care.

“**Global Payment/Total Care**” means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

“**Non-Standard AEA Fee**” is a financial arrangement negotiated between the Host Blue and Regence and replaces all other fees, including the Access and AEA, with the exception of Care Coordinator Fees. The Non-Standard AEA is a fixed per-claim dollar amount charged by the Host Blue to Regence for administrative services the Host Blue provides in processing the Plan Sponsor’s Participants. When charged, Regence passes the Non-Standard AEA Fee directly on to the Plan Sponsor.

“**Per Contract Per Month (PCPM) Fee**” is a financial arrangement negotiated between the Host Blue and Regence and replaces all other fees, including the Access Fee and AEA, with the exception of Care Coordinator Fees. The PCPM dollar amount is charged on a per-contract-per-month basis by the Host Blue to Regence. For administrative services the Host Blue provides in processing claims the Plan Sponsor’s Participants. The dollar amount can also be based on the size of the Plan Sponsor’s enrollment. When charged, Regence passes the PCPM Fee directly on to the Plan Sponsor.

“**Patient-Centered Medical Home (PCMH)**” means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

“**Provider Incentive**” means an additional amount of compensation paid to a healthcare provider by a Blue Cross and/or Blue Shield Plan, based on the provider’s compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

“Shared Savings” means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

“Value-Based Programs (VBP)” means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment

SECTION 2. OUT-OF-AREA SERVICES

Overview

Regence has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Programs.” These Inter-Plan Programs operate under rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever Participants access healthcare services outside the geographic area Regence serve[s], the claim for those services may be processed through one of these Inter-Plan Programs and presented to Regence for payment. The Inter-Plan Programs available to Participants under this Agreement are described generally below.

Typically, Participants, when accessing care outside the geographic area Regence serves, obtain care from healthcare providers that have a contractual agreement (i.e., are “participating providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Participants may obtain care from non-participating healthcare providers. Regence’s payment practices in both instances are described below

A. BlueCard® Program.

Under the BlueCard® Program, when Participants access Covered Services within the geographic area served by a Host Blue, Regence will remain responsible to Plan Sponsor for fulfilling Regence’s contractual obligations. However, the Host Blue will be responsible for providing such services as contracting and handling substantially all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim.

The calculation of Participant liability on claims for Covered Services processed through the BlueCard Program will be based on the lower of the provider’s billed charges or the negotiated price made available to Regence by the Host Blue.

The calculation of Plan Sponsor liability on claims for Covered Services processed through BlueCard will be based on the negotiated price made available to Regence by the Host Blue. Sometimes, this negotiated price may be greater than billed charges if the Host Blue has negotiated with its participating healthcare provider(s) an inclusive allowance (e.g., per case or per day amount) for specific healthcare services.

2. Claims Pricing.

Host Blues may use various methods to determine a negotiated price, depending on the terms of each Host Blue’s healthcare provider contracts. The negotiated price made available to Regence by the Host Blue may represent a payment negotiated by a Host Blue with a healthcare provider that is one of the following:

- (a) an actual price. An actual price is a negotiated payment without any other increases or decreases, or

- (b) an estimated price. An estimated price is a negotiated payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or
- (c) an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustments may mean that a current price reflects additional amounts or credits for claims already paid to providers or anticipated to be paid to or received from providers). However, the amount paid by the Participant and Plan Sponsor is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The BlueCard Program requires that the price submitted by a Host Blue to Regence is a final price irrespective of any future adjustments based on the use of estimated or average pricing.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to the Plan Sponsor will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from the Plan Sponsor. If the Plan Sponsor terminates the Agreement, the Participant will not receive a refund or charge from the variance account. Variance account balances are small amounts relative to the overall paid claims amounts and will be [liquidated/drawn down] over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the [federal funds or similar rate]. Host Blues may retain interest earned on funds held in variance accounts.

A small number of states require Host Blues either (i) to use a basis for determining Participant liability for covered healthcare services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (ii) to add a surcharge. Should the state in which healthcare services are accessed mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, Regence would then calculate Participant liability and Plan Sponsor liability in accordance with applicable law.

3. **BlueCard Program Fees and Compensation.**

Plan Sponsor understands and agrees to reimburse Regence for certain fees and compensation which Regence is obligated under the BlueCard Program to pay to the Host Blues, to the Blue Cross and Blue Shield Association (BCBSA), and/or to BlueCard

Program vendors, as described below. Fees and compensation under the BlueCard Program may be revised in accordance with the Program's standard procedures for revising such fees and compensation, which do not provide for prior approval by any Plan Sponsor. Such revisions typically are made annually as a result of Program policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with Plan Sponsor's benefit period under this Agreement.

Regence will charge these fees as follows:

- a) Fees associated with claims processing:
 - Access Fees
 - Administrative Expense Allowance (AEA) fees
 - Per Contract Per Month (PCPM) fees
 - Non-Standard AEA fees
- b) Some of these fees and compensation are charged each time a claim is processed through the BlueCard Program and include, but are not limited to, access fees, administrative expense allowance fees. An access fee may be passed on to Plan Sponsor as an additional claim liability. If one is charged, it will be a percentage of the discount/differential Regence receives from the Host Blue, based on the current rate in accordance with the Program's standard procedures for establishing the access fee rate. The access fee will not exceed \$2,000 for any claim. See ASC Fee Schedule Addendum.
- c) BlueCard Program Access Fees. A BlueCard Program access fee may be charged only if the Host Blue's arrangement with its healthcare provider prohibits billing Participants for amounts in excess of the negotiated payment. However, a healthcare provider may bill for non-covered healthcare services and for Participant cost sharing (for example, deductibles, copayments, and/or coinsurance) related to a particular claim.
- d) How the BlueCard Program Access Fee Affects Plan Sponsor. When Regence is charged a BlueCard Program access fee, Regence may pass the charge along to Plan Sponsor as a claim expense or as a separate amount. The access fee will not exceed \$2,000 for any claim. If Regence receives an access fee credit, Regence will give Plan Sponsor a claim expense credit or a separate credit. Instances may occur in which the claim payment is zero or Regence pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Regence will pay the Host Blue's access fee and pass it along to Plan Sponsor as stated above even though Plan Sponsor paid little or had no claim liability.

B. Nonparticipating Providers Outside Regence Service Area

1. Participant Liability Calculation

- (a) **In General:** When Covered Services are provided outside of the Regence service area by nonparticipating providers, the amount(s) a Participant pays for such services will be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the Participant may be responsible for the difference

between the amount that the nonparticipating provider bills and the payment Regence will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

- (b) **Exceptions:** In some exception cases, at the Plan Sponsor's direction, Regence may pay claims from nonparticipating healthcare providers outside of the Regence service area based on the provider's billed charge. This may occur in situations where a Participant did not have reasonable access to a participating provider, as determined by Regence, in Regence's sole and absolute discretion, or by applicable state law. In other exception cases, at the Plan Sponsor's direction, Regence may pay such claims based on the payment Regence would make if Regence were paying a nonparticipating provider inside of the Regence service area, as described elsewhere in this Agreement. This may occur where the Host Blue's corresponding payment would be more than Regence's in-service area nonparticipating provider payment. Regence may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Participant may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment Regence will make for the covered services as set forth in this paragraph.

2. Fees and Compensation

Plan Sponsor understands and agrees to reimburse Regence for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to the Plan Sponsor are set forth in ASC Fee Schedule Addendum and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section 3 above.

C. Blue Cross Blue Shield Global® Core

1. If Participants are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard service area"), Participants may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists Participants with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Participants receive care from providers outside the BlueCard service area, Participants will typically have to pay the providers and submit the claims to obtain reimbursement for these services. If Participants need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, Participants should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.
- (a) **Inpatient Services:** In most cases, if Participants contact the service center for assistance, hospitals will not require Participants to pay for covered inpatient services, except for Participant Cost-sharing, to begin claims processing.

However, if Participants paid in full at the time of service, Participants must submit a claim to receive reimbursement for Covered Services. **Participants must contact Regence to obtain precertification for non-emergency inpatient services.**

- (b) **Outpatient Services:** Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Participants to pay in full at the time of service. Participants must submit a claim to obtain reimbursement for Covered Services.
- (c) **Submitting a Blue Cross Blue Shield Global Core Claim:** When Participants pay for Covered Services outside the BlueCard service area, Participants must submit a claim to obtain reimbursement. For institutional and professional claims, Participants should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of Participants claims. The claim form is available from Regence, the service center or online at www.bcbsglobalcore.com. If Participants need assistance with claim submission, Participants should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

2. **BlueCross BlueShield Global Core-Related Fees.** Plan sponsor understands and agrees to reimburse Regence for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to the Plan Sponsor under Blue Cross Blue Shield Global Core are set forth in the ASC Fee Schedule Addendum. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in Section 3 above.

D. Value-Based Programs.

Participants may access Covered Services from providers that participate in a Host Blue's and/or Regence's Value-Based Programs. A Host Blue's Value-Based Program may be delivered through the BlueCard Program. Regence's Value-Based Program applies for services rendered locally. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient-Centered Medical Homes and Shared Savings arrangements.

Under Value-Based Programs, a Host Blue and/or Regence may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees, and/or other allowed amounts.

Regence will pass these provider payments (either from the Host Blue or from Regence when services rendered locally) on to Plan Sponsor as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue and/or Regence:

1. **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Plan Sponsor via an enhanced provider fee schedule.
2. **Supplemental Factor:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

1. **Annual Lump Sum Billings:** There are Lump Sum billings for Regence Value-Based Programs incentives. Accountable Care Organizations, Accountable Health Network and the Total Care programs will be charged back retrospective Shared Savings Rate (SSR) are passed through the claims invoice as Discretionary Billing Items (DBI). For self-funded groups, the Annual Shared Savings Charge Back falls under "Other Activity", "Value Based Med Management Program Retrospective Settlement (month year)" on the self-funded group's bill.

Regence will pass these charges directly through to Plan Sponsor as a separately identified amount on the group billings annually. Regence will bill annual lump sum billings no more than 24 months after the end of Term or termination; or

2. **Per Member Per Month (PMPM) Billings:** Per Member Per Month billings for Regence and Host Blue Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Regence will pass these charges directly through to Plan Sponsor as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Regence and/or Host Blues will take one of the following actions:

- (a) Use any surplus in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period; or
- (b) Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue and/or Regence will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If GHP and Plan Sponsor terminate, Plan Sponsor will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds. Host Blues may retain interest earned on funds held in variance accounts.

Note: Participants will not bear any portion of the cost of Value-Based Programs except when a Host Blue and/or Regence uses either average pricing or actual pricing to pay providers under Value-Based Programs.

3. **Care Coordinator Fees.** Host Blues may also bill Regence for and/or Regence may also pay Care Coordinator Fees for provider services which Regence will pass on to GHP and Plan Sponsor as follows:

- (a) PMPM billings; or
- (b) Individual claim billings.

Regence and the GHP/Plan Sponsor will not impose Participant Cost-sharing for Care Coordinator Fees.

E. Prepayment Review & Return of Overpayments.

If a Host Blue conducts prepayment review activities, the Host Blue may bill Regence up to a maximum of 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by Regence and the Host Blue, and these fees may be charged to GHP and Plan Sponsor. If a Host Blue engages a third party to perform these activities on its behalf, the Host Blue may bill Regence the lesser of the full amount of the third-party fees or up to 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by Regence and the Host Blue, and these fees may be charged to GHP and Plan Sponsor.

Under the BlueCard Program, recoveries from a Host Blue or its participating healthcare providers can arise in several ways, including but not limited to anti-fraud and abuse recoveries, healthcare provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. When this occurs, the Host Blue may bill the lesser of the full amount of the third-party fees or up to 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by Regence and the Host Blue, and these fees may be charged to Plan Sponsor as a percentage of the recovery. Recovery amounts determined in this way will generally require correction on a claim-by-claim or prospective basis. Unless otherwise agreed to by the Host Blue, Regence may request adjustments from the Host Blue for full refunds from healthcare providers due to the retroactive cancellation of membership but only for one year after the date of the Inter-Plan financial

settlement process for the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery conflicts with the Host Blue's state law or healthcare provider contracts or jeopardizes its relationship with its healthcare providers.

SECTION 3. PROPRIETARY INTER-PLAN MATERIALS

A. Definitions

Inter-Plan proprietary and confidential records, documents, lists, books, recorded information, data stored on data processing media, trade secrets, symbols, trademarks, service marks, systems, formats, programs, procedures, protocols, contract forms, pricing data, deidentified data, utilization information, fee schedules, reasonable and customary charges profiles, designs, and business plans. Proprietary Materials specifically includes any data and information, including any data provided to Plan Sponsor or GHP in the form of a data extract or otherwise, related to the composition of the networks of Blue Cross and/or Blue Shield licensees' Participating Providers, the contracted (or "allowed" amounts) paid to Participating Providers, the terms of the agreement between Blue Cross and/or Blue Shield Licensees and their respective Participating Providers, and the discounts to Blue Cross and/or Blue Shield Licensees offered by their respective Participating Providers. Proprietary Materials also consist of any analyses, compilations, studies, or other documents created on the basis of other Proprietary Materials.

The GHP's obligations apply only to the extent Proprietary Inter-Plan Materials are: (a) conspicuously marked "confidential" or similar designation; (b) identified by Regence as confidential before or promptly after disclosure; or (c) disclosed in a manner, or of a type, such that the GHP should reasonably have understood under the circumstances that the information is considered confidential or proprietary. Failure by Regence to mark information as "confidential" or with a similar designation will not be determinative of the protected, confidential, or proprietary character of the disclosed information.

Notwithstanding the foregoing, the term "Proprietary Inter-Plan Materials" shall not include any information that: (i) is or becomes generally available to the public other than through disclosure or other intentional misconduct by the GHP or its Representative(s); (ii) was received by the GHP from another Person without any limitations on use or disclosure, but only if to the knowledge of the GHP after due inquiry such other Person is not prohibited from using or disclosing the information by any legal, contractual, or fiduciary obligation to Regence or its Representative(s); (iii) was independently developed by the GHP without using Confidential Information; or (iv) is already known to the GHP or its Representatives on a non-confidential basis prior to the disclosure of such information by the GHP or its Representatives.

B. The GHP's Obligations

1. **Purpose and Use.** The GHP will hold the Proprietary Inter-Plan Materials in confidence and will use the Proprietary Inter-Plan Materials for the sole and limited purpose for which it was disclosed, namely, to administer and manage the Inter-Plan claims of its members ("Purpose"). The GHP shall make reasonable efforts to use, disclose, and request only the minimum amount of Proprietary Inter-Plan Materials necessary to accomplish the intended purposes of the use, disclosure, or request. The GHP agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under the Agreement. Without limiting the foregoing, the GHP will not, in whole or in part, use the Proprietary Inter-Plan Materials in either aggregate or de-identified form: (i) for any other purpose other than the Purpose; (ii) to provide services to any other party; or

- (iii) for its own benefit to develop normative and benchmarking data, internal or external research, analysis and product development, without the prior written consent of Regence.
2. **Resale of Proprietary Inter-Plan Materials.** The GHP will not resell Confidential Information.
 3. **De-Aggregation and Identification.** The GHP will not re-identify or de-aggregate de-identified or aggregate Proprietary Inter-Plan Materials.
 4. **Commingling.** The GHP will commingle Proprietary Inter-Plan Materials with other non-Blue Cross and/or Blue Shield licensee information or data only for the following purposes or with Regence's prior written approval:
 - (a) Account Servicing, defined as supporting account-specific reporting and analytics, benchmarking, development of benefit designs, Regence performance/experience, pre-sales/retention, and audits;
 - (b) Claims Administration, defined as providing operational support related to Claims processing and adjudication, stop-loss, re-insurance, and risk-management/risk adjustment;
 - (c) Member Engagement, defined as (1) supporting members through their enrollment and benefit selection process (2) supporting ongoing access by Members to their own healthcare data, and (3) reporting and analytics related to member engagement.
 - (d) Care Management as the commingling relates to clinical data only, defined as Activities related to (1) the review and determination of benefits, such as through utilization review and utilization management including, but not limited to, certification, predetermination, concurrent review and retrospective review, depending on the nature and setting of the services provided, and (2) working with members and/or providers in the administration of approaches that assist in the conducting of cost-effective interventions in all phases of care treatment, such as through case management, catastrophic case management, and disease management.
 5. **Destruction/Return of Proprietary Inter-Plan Materials.** Upon termination of this Agreement, or at the request of Regence, the GHP will return or securely destroy Proprietary Inter-Plan Materials, excluding PHI constituting the joint property of the GHP and Regence, in the GHP's possession. If the GHP is unable to return or destroy Proprietary Inter-Plan Materials due to legal or licensure requirements, the GHP must maintain the confidentiality of the Proprietary Inter-Plan Materials until the expiration of the applicable legal or licensure requirements and then destroy or return such data.
 6. **Change of Ownership/Control.** The GHP must notify Regence no later than thirty (30) days following a change of ownership or control, whether direct or indirect of or by the GHP.
 7. **Audit Rights.** During the Term of this Agreement, the period of Run-out, and for a period of six (6) months following the Agreement's termination and completion of any period of Run-out, Regence will have the right to initiate an examination of the Plan Sponsor's or the GHP's records to ensure compliance with the obligations in this Section II of the Inter-Plan Program Addendum. Examined records will relate only to Proprietary Inter-Plan

Material. Any such audit will be conducted during regular business hours at the Plan Sponsor's or the GHP's offices, and following sixty (60) days prior written notice. Any examination of individual Participants' health benefit payment records will be carried out in a manner specifically designed to protect the confidentiality of the Participants' medical information in compliance with all federal and state laws governing confidentiality and privacy of health information. All audits will be limited to information relating to the Term in which the audit is conducted and/or the immediately preceding Term and will be concluded within eighteen (18) months of the last day of the Term under audit. Regence will pay all expenses incurred by Regence, the GHP and Plan Sponsor relating to the audit. Plan Sponsor or GHP will not be required to disclose any information in violation of applicable law.

Prior to commencement of any audit, Regence and its outside auditor, if any, will execute a written audit agreement with Plan Sponsor or the GHP which sets forth the terms and conditions of the audit according to Plan Sponsor's or the GHP's most recent external audit policy. Plan Sponsor or the GHP reserves the right to deny access to a third-party contingency fee auditor.

BLUEPATH SHARED SAVINGS ADDENDUM

This BluePath Shared Savings Addendum (the “Addendum”) modifies the Administrative Services Contract by and among GHP, Plan Sponsor, and Regence (the “Agreement”) for the provision of services to, or on behalf of, GHP that govern applicable BluePath Shared Savings pricing.

SECTION 1. SUBROGATION PROGRAM

1.1 Description of Post-Pay Program. Reasonable efforts are made to identify and pursue potential post-pay subrogation and similar rights of reimbursement recovery opportunities as described in the Administrative Services Contract – “Subrogation and Right of Reimbursement” section. Regence calculates the fee as set forth in the ASC Fee Schedule Addendum.

This program does not result in any additional liability for Participants.

1.2 Calculation of Post-Pay Subrogation Shared Savings. Regence calculates the savings achieved through the Subrogation Program by applying shared savings to the recovered amount for each Measurement Period (defined as the Term of the Agreement).

An example of this calculation is as follows:

Calculation Example		
	Percentage	Amount
Total Recovered Savings		\$5,000
Fee Paid to Regence	30%	\$1,500
Net Savings	70%	\$3,500

Out of the Total Savings, Plan Sponsor will pay Regence an administrative fee as stated in the ASC Fee Schedule Addendum as compensation for its services with respect to the Post-Payment Savings. These amounts will be billed to the Plan Sponsor on its Claims invoice on a claim-by-claim basis. Any vendor recovery fees would be paid to the vendor out of the fee paid to Regence.

1.3 Description of Pre-Pay Program. Reasonable efforts are made to identify and pursue other party liability and similar recovery opportunities prior to paying a medical claim on behalf of the GHP. Regence deploys reasonable business practices to identify medical claims typically related to circumstances where a third party is liable, such as motor vehicle accidents, worker’s compensation, and other circumstances. When such claims are identified, Regence requests additional information from the Participant about the claim. If Regence receives information that a third party is liable for the medical claim, Regence issues an appealable claim denial to the Participant and directs the Participant (1) to submit the claim to the liable third party or (2) to provide proof that other party liability has been exhausted in order for medical plan benefits to be considered for payment.

1.4 Calculation of Pre-Pay Shared Savings. Regence calculates the savings achieved through the Pre-Pay Subrogation program by adding all the disallowed amounts to arrive at the “Total Disallowed (Billed Charges)” for each Measurement Period (defined as the Term of the Agreement), and then subtracting from the Total Disallowed Charges the sum of the Provider Contract Discount and the Participant Cost Sharing amount. “Provider Contract Discount” means the estimated difference between the amount a network provider bills and the amount that a network provider ultimately receives for services rendered under the benefit plan. “Participant Cost Sharing” has the same meaning as defined in the Administrative Services Contract. Both estimates will be based on the GHP’s experience for each Measurement Period.

An example of this calculation is as follows:

Calculation Example		
	Percentage	Amount
Total Disallowed (Billed Charges)		\$2,500
- Reduced for Estimated Provider Contractual Discount		(\$700)
- Reduced for Estimated Participant Cost Sharing		(\$200)
Total Savings		\$1600
Fee Paid to Regence	30%	\$480
Net Savings	70%	\$1,120

Plan Sponsor will pay Regence a fee as stated in the ASC Fee Schedule Addendum based on the total savings amount resulting from Pre-Pay Subrogation activities when there is reasonable confirmation of third-party liability for a medical claim. If Plan Sponsor is considered liable in whole or in part for a claim for which Plan Sponsor has paid Regence a fee under this program, Regence will credit Plan Sponsor's account the amount of the collected fee related to Plan Sponsor's liability for such claim. Plan Sponsor will not pay Regence a fee for Pre-Pay Subrogation activities where a claim is denied and results in Participant liability. These amounts will be billed to the Plan Sponsor on its Claims Invoice on a claim-by-claim basis.

SECTION 2. SPECIAL INVESTIGATIONS UNIT (SIU)

2.1 Description of Program. The Special Investigations Unit (SIU) identifies and investigates circumstances of suspected fraud, waste, and abuse before and after claims are paid (the "Pre and Post Pay Special Investigations Program" or "SIU Program"). These actions are intended to prevent payment of fraudulent, fictitious, abusively priced, unnecessary, or otherwise wasteful claims. Where such claims are suspected, Regence completes an investigation, denies claims substantiated by investigation, and, when appropriate, coordinates with appropriate legal entities. The SIU Program includes investigation and enforcement of audits targeted at Participating Providers who are suspected of filing claims in a manner that exploits CMS and Regence reimbursement and medical policies. Additionally, the post payment process includes review of home health, skilled nursing facility, hospice, and infusion claims.

This program does not result in any additional liability for Participants.

2.2 Calculation of Pre-Payment Savings. Savings are calculated using the claim processing codes related to findings from internal reviews and audits. The findings may apply to a portion of a claim (claim-line level findings) or to an entire claim (claim level findings). Any findings that increase member liability or create a member balance bill situation will not be included in the savings calculation. Within the pre-payment calculation process, the total disallowed claim amounts are summarized and adjusted for network discounts and for the Participant Cost Sharing amount based on plan design. Savings achieved through the program occur by adding all the disallowed amounts to arrive at the "Total Disallowed Charges (Billed Charges)" for each Measurement Period (defined as the Term of the Agreement), and then subtracting from the Total Disallowed Charges the sum of the Provider Contract Discount and the Participant Cost Sharing amount. Those estimates will be based on GHP's experience for each measurement period. Out of the Total Savings, Plan Sponsor will pay Regence an administrative fee as stated in the ASC Fee Schedule Addendum as compensation for its services with respect to Pre-Payment Savings. These amounts will be billed to the Plan Sponsor on its Claims Invoice on a claim-by-claim basis.

An example of this calculation is as follows:

Calculation Example		
	Percentage	Amount
Total Disallowed (Billed Charges)		\$1,500
- Reduced for Estimated Provider Contractual Discount		(\$400)
- Reduced for Estimated Participant Cost Sharing		(\$100)
Total Savings		\$1,000
Fee Paid to Regence	30%	\$300
Net Savings	70%	\$700

- 2.3 Calculation of Post-Payment Savings.** Within the post-payment calculation process, Regence calculates the savings achieved through the program by adding all the disallowed amounts to arrive at the "Total Disallowed Charges (Paid Amount)" for each Measurement Period (defined as the Term of the Agreement). Out of the Total Savings, Plan Sponsor will pay Regence an administrative fee as stated in the ASC Fee Schedule Addendum as compensation for its services with respect to Post-Payment Savings. These amounts will be billed to the Plan Sponsor on its Claims Invoice on a claim-by-claim basis.

An example of this calculation is as follows:

Calculation Example		
	Percentage	Amount
Charges Not Allowed per External Audit Review		\$1,500
Total Recovered Savings		\$1,500
Fee Paid to Regence	30%	\$450
Net Savings	70%	\$1,050

SECTION 3. VENDOR RECOVERIES

- 3.1 Description of Program.** Regence engages vendors to attempt to recover overpayments on behalf of the GHP. The vendors work in coordination with Regence to identify provider billing errors and assist in collecting overpayments that result from error, waste, abuse, coding, location, and levels of service. Vendors analyze pre-pay and post-pay claims to identify overpayments, which may include performing onsite audits of provider facilities and collecting overpayments from providers who have balances greater than 90 days past due.

This program does not result in any additional liability for Participants.

- 3.2 Calculation of Shared Savings.** Regence calculates the savings achieved through the Vendor Recoveries program by applying shared savings to the recovered amount for each Measurement Period (defined as the Term of the Agreement). Out of the Total Savings, Plan Sponsor will pay Regence an administrative fee as stated in the ASC Fee Schedule Addendum as compensation for its services with respect to the Vendor Recoveries program. These amounts will be billed to the Plan Sponsor on its Claims Invoice on a claim-by-claim basis. Any vendor recovery fees would be paid to the vendor out of the fee paid to Regence.

An example of this calculation is as follows:

Calculation Example		
	Percentage	Amount
Total Recovered Savings		\$5,000
Fee Paid to Regence	30%	\$1,500
Net Savings	70%	\$3,500

SECTION 4. INTELLIGENCE DRIVEN PAYMENT SOLUTIONS

4.1 Description of Program. This program utilizes additional layers of review to claims submitted by in-network providers to ensure claims processed are in compliance with Regence reimbursement policies and guidelines governing contracted providers. This program uses prospective capabilities that are embedded in Regence’s claims adjudication system to identify and review claims submitted by network providers and determine whether the claims submitted are consistent with Regence’s provider reimbursement policies, as reflected in its network provider agreements, contractual guidelines, and medical coding standards. Regence, or a third-party vendor in some cases, will compare submitted claims, adjust claims that include charges that are not authorized or allowed, and will then pay the network provider the lower contracted amount. Typical examples of claims adjustments under this program include multiple charges for the same procedure, billing errors, and insufficient information regarding a service.

This program does not result in any additional liability for Participants.

4.2 Calculation of Shared Savings. Regence calculates the savings achieved through the Intelligence Driven Payment Solution by adding all the provider disallowed amounts to arrive at the “Total Disallowed Charges” for each Measurement Period (defined as the Term of the Agreement and then subtracting from the Total Disallowed Charges the sum of the Provider Contract Discount and the Member Benefit Responsibility. “Provider Contract Discount” means the estimated difference between the amounts network providers bill and the amount that network providers ultimately receive for services rendered under the benefit plan “Member Benefit Responsibility” means the estimated members’ cost sharing responsibility. Estimates will be based on GHP’s experience for each measurement period. Out of the Total Savings, Plan Sponsor will pay Regence an administrative fee as stated in the ASC Fee Schedule Addendum as compensation for its services with respect to the Intelligence Driven Payment Solutions Program. These amounts will be billed to the Plan Sponsor on its Claims Invoice on a claim-by-claim basis. Any vendor fees would be paid to the vendor out of the fee paid to Regence.

An example of this calculation is as follows:

Calculation Example		
Clinical Edits	Percentage	Amount
Denied per Coding Rules		\$500
Denied per Coding Rules		\$900
Service		
Prior Authorization Not on File		\$500
Sub Total		\$1,900
Pricing		
Network Standard Fee Schedule		\$200
Grand Total		\$2,100
Total Disallowed (Billed Charges)		\$1,900
Reduced for Estimated Provider Contract Discount		(\$1,000)
Reduced for estimated Member Benefit Responsibility		(\$300)
Total Recovered Savings		\$600
Fee Paid to Regence	30%	\$180
Net Savings	70%	\$420

SECTION 5. PRIORITIZED PAYMENT REVIEWS

5.1 Description of Program. An added layer of review of claims submitted by in-network providers for consistency with Regence's medical policies. Regence's in-house team of clinical professionals, which may include registered nurse auditors, coders, investigators, and pharmacy technicians review medical records and itemized bills submitted by the provider to determine whether claims should be paid as submitted, reduced, or denied. For example, claims may be denied or reduced if the clinical professional determines that the service provided was not medically necessary, the care provided was not appropriate for the setting, the service was not pre-authorized as required by the Plan, the itemized bill included non-covered services or supplies, or the claim was billed at a level that was not substantiated by medical records. Regence will pay the provider, and will bill the Plan Sponsor, only the approved amount.

This program does not result in any additional liability for Participants.

5.2 Calculation of Shared Savings. Regence calculates the savings achieved through the Prioritized Payment Review Program by comparing the approved or "after" claim payment amount against the submitted or "before" claim payment amounts for each Measurement Period (defined as the Term of the Agreement). Out of the Total Savings, Plan Sponsor will pay Regence an administrative fee as stated in the ASC Fee Schedule Addendum as compensation for its services with respect to the Prioritized Payment Review Program. These amounts will be billed to the Plan Sponsor on its Claims Invoice on a claim-by-claim basis.

An example of this calculation is as follows:

Calculation Example				
	Before	After	Percentage	Amount
Paid Amount	\$173,000	\$165,000		
Total Recovered Savings				\$8,000
Fee Paid to Regence			30%	\$2,400
Net Savings			70%	\$5,600

SECTION 6. SUPPLEMENTAL OUT-OF-NETWORK

- 6.1 Description of Program.** Potential to reduce allowed amounts by negotiating claims for out of area services from an out-of-network provider. The technology enabled solution will attempt to secure reduced pricing on out-of-network, out of area claims with charged amounts over \$1000 where the allowed amount would be \$500 or more. Savings are only realized when Regence successfully negotiates an agreed upon reduction.

This program does not result in any additional liability for Participants.

The member is not responsible for the difference between the original charged amount and the negotiated price.

- 6.2 Calculation of Shared Savings.** Regence calculates the savings achieved through Supplemental Out-of-Network program by comparing the allowed amounts before and after the negotiations with out-of-network providers for each Measurement Period (defined as the Term of the Agreement.). Out of the Total Savings, Plan Sponsor will pay Regence an administrative fee as stated in the ASC Fee Schedule Addendum as compensation for its services with respect to the Supplemental Out-of-Network program. These amounts will be billed to the Plan Sponsor on its Claims Invoice on a claim-by-claim basis.

An example of this calculation is as follows:

Calculation Example		
	Percentage	Amount
Regence Original Allowed Amount (prior to negotiation)		\$1,500
Negotiated Allowed Amount		\$1,200
Total Recovered Savings		\$300
Fee Paid to Regence	30%	\$90
Net Savings	70%	\$210

- 6.3 Definitions.** Negotiated claim: an agreed upon amount based on a successful negotiation with an out-of-area, out-of-network non-participating provider.



STATE OF UTAH CONTRACT

Item 5.

CONTRACT # 152306 AMENDMENT #7

Vendor#	22718A	CommCd	00000
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TO BE ATTACHED TO AND MADE PART OF the above numbered contract by and between the State of Utah, Administrative Office of the Courts, referred to as State and San Juan County Sheriff.

THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:

- Contract period:** 07/01/22 Effective Date
06/30/23 Termination Date unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal options: Unlimited (they are required by statute to provide these services). All payments under this contract will be completed within 90 days after the Termination Date.

2. Contract amount:

	Hrs Allotted	Hrly Rate	Contract Amt	Total
Bailiff Security	471	\$23.71	\$11,167.41	
Perimeter Security	392	\$23.71	\$ 9,294.32	\$20,461.73

- Attachment A: Terms & Conditions**
Attachment B: Scope of Work
Attachment C: Sample Invoice (*removed*); (*inserted*) **Payment**

4. Contact Information:

Courts: Seventh District & Juvenile Court
Attn: Travis Erickson
Addr: 120 East Main Street
City/Zip: Price 84501
Phone: 435 636-3400
E-mail: travise@utcourts.gov

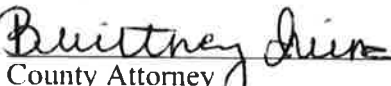
County: San Juan County Sheriff
Attn: Jason Torgerson
Addr: 297 Main Street
City/Zip: Monticello 84535
Phone: 435 587-2237
E-mail: jtorgerson@sanjuancounty.org

IN WITNESS WHEREOF, the parties sign and cause the contract to be executed.
COUNTY **AOC**

County Commission



County Sheriff



County Attorney

Court Security Director or AOC Designee

District Court Executive

Juvenile Court Executive

Court Counsel

Availability of Funds

State Division of Finance

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-22-2, 17-22-27 and UC78A-2-602.
2. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
3. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
4. **TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.
5. **NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.
6. **INDEMNIFICATION:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. The County shall indemnify and hold the State free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101*et seq.*, including, but not limited to, the liability limits contained therein.
7. **EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.
8. **PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.
9. **COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-22-2, 17-22-23, 17-22-27 and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.
10. **EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.

11. **NOTICE:** The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.
12. **PROBLEM RESOLUTION:** The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.
13. **CONTINUITY OF COURT OPERATIONS:** The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.
14. **SECURITY INCIDENT REPORTING:** The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.
15. **SECURITY REVIEWS:** The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.
16. **TRAINING:** The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.
17. **ENTIRE CONTRACT:** This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised 01/31/2022)

Bailiff Services:

A. County shall assign such law enforcement or special function officers as bailiffs in each courtroom when court is in session in the Seventh District, District and Juvenile Courts in San Juan County.

B. County and AOC through their designees shall coordinate the staffing, scheduling and service levels at the various court locations with the goal of promoting efficiency and quality. The County is hiring authority for all officers assigned under this contract; however, the appointment or reassignment of a courtroom bailiff is subject to the concurrence of the judges with whom the bailiff will work/works.

Security Service:

Sheriff agrees to provide court security services and such other duties as may be required by law for the Seventh District, District and Juvenile Courts in San Juan County. The Sheriff agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. Court security services will be provided from Monday through Friday of each week, excepting legal holidays or other days the court is closed, as scheduled.

Court Security Plan:

In accordance with Rule 3-414, *Utah Code of Judicial Administration*, the court executive in consultation with the Sheriff, has developed a court security plan. The plan outlines the responsibilities of the Sheriff and a written copy of that plan has been provided to the Sheriff. The Court Security Plan is hereby incorporated by reference into this contract.

Revised (01/31/2022)

ATTACHMENT C: PAYMENT

Item 5.

1. The AOC agrees to pay to the County the annual amounts listed on page 1 of this amendment # 7, not to exceed the total contract amount.
2. The County will invoice the AOC once every month, within 30 days after the end of the month; however, the last invoice for the fiscal year will be due no later than July 10.
3. The invoice will contain the total hours of Bailiff and Perimeter security hours provided.
4. Any invoice submitted in connection with this agreement shall be sent (USPS or electronically) to the Contact Information for Courts listed on page 1 or as below.

Courts: Seventh District & Juvenile Court

Attn: Travis Erickson
Addr: 149 East 100 South
City/Zip: Price 84501
Phone: 435 636-3400
E-mail: travise@utcourts.gov

Revised 03/08/2022



COMMISSION STAFF REPORT

MEETING DATE: July 19, 2022
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: 2022 Utah Legal Services Contract
RECOMMENDATION: Approval

SUMMARY

We contract with Utah Legal Services to provide assistance to the elderly population of San Juan County. Utah Legal Services helps with in person on site assistance and over the phone assistance.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

\$1,500 paid with Aging Grants

FY 2023
CONTRACT FOR LEGAL SERVICES

SAN JUAN COUNTY AREA AGENCY ON AGING

This agreement is between the **San Juan County Area Agency on Aging**, herein referred to as **Contractor**, and **Utah Legal Services, Inc.**, herein referred to as **Provider**. This contract shall be effective as of July 1, 2022 and shall terminate on June 30, 2023, unless terminated sooner in accordance with the terms and conditions of this contract.

The purpose of this contract is the provision of legal education presentations and direct legal assistance to senior citizen residents of **San Juan County**, consistent with the requirements of the Older Americans Act, 42 USC §3001 et. seq. and the regulations promulgated there under, including 45 CFR §1321.71.

I. PAYMENT

1.1 Contractor shall pay Provider up to \$ 1,500 during the contract term for the services of Provider under this contract.

1.2 Contractor shall reimburse Provider the wages actually paid to advocates and support staff performing work under the contract as well as a proportionate share of personnel benefits; management and supervisory oversight; and non-personnel expenses associated with such performance and supervision, subject to the limitation contained in paragraph 1.1 above. Additionally, Contractor will also reimburse for a proportionate share of meeting time of Provider's staff doing work under this contract. These meetings are held infrequently to discuss delivery of services to these eligible clients. Time actually expended by advocates and support staff in performing outreach work, including preparation and travel and

travel related expenses, will be billed in the same manner as advice to and representation of individual clients.

II. ELIGIBILITY

2.1 All residents of **San Juan County** who are age 60 or older, are eligible for services hereunder, regardless of income and assets.

III. DESCRIPTION OF SERVICES

3.1 Provider shall conduct legal education presentations at Contractor sponsored sites on dates and times mutually agreeable to Contractor, or Contractor's designee, and Provider.

3.2 Provider shall furnish site managers and recipients of services with WATS line telephone number of Provider and inform them of services available.

3.3 Provider shall furnish necessary materials for preventative legal education presentations.

3.4 Provider shall provide legal advice, and brief representation to eligible clients in matters falling under the service priorities listed in Appendix I. To the extent practical, priority will be given to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, and neglect to individuals. Particular attention shall be given to the needs of low-income minority individuals, and individuals with "social or economic needs" (as defined in the Older Americans Act).

3.5 Provider shall refer eligible clients whose problems do not fall within priorities (or when funding is depleted) to appropriate available resources.

IV. RECORDS AND BILLING

4.1 Contractor shall pay all claims from Provider for services rendered hereunder, limited to the amount stated in paragraph 1.1. Provider shall make all claims quarterly with the final claim under this contract submitted no later than June 30, 2023.

4.2 Provider shall not bill this contract for services rendered to eligible clients who are otherwise eligible for Provider's general low-income legal services.

4.3 Provider shall record time spent on case handling of individual clients and make this record, absent personal identifying information, available to Contractor upon request. Additionally, Provider shall provide, along with the quarterly billing, a list of client matters worked on by Provider's staff during that quarter. This report will include client number, type of case, date case was opened, and date case was closed, if applicable.

4.4 Provider's invoice shall be based on the following categories:

a) hours worked by staff members on activities directly chargeable to this contract, billed at actual gross payroll cost (excluding employer taxes or benefits), b) management, supervision, support, and leave hours for each ULS pay period, charged to each funding source based on the ratio of that source's direct payroll to the ULS total direct payroll for that period, and c) benefits and operating expenses, charged to each funding source by removing those items directly chargeable to a specific source and distributing the remainder to each funding source based on the ratio of that source's payroll (a+b) to the ULS total payroll for the period. The rate used for

c) is reviewed at least semi-annually and adjusted if needed. Lesser amounts paid to outside service providers may be direct charged to the contract as a separate line with no administrative fees added; however, substantial use of third parties at the Contractor's request may result in additional administrative costs.

V. GENERAL PROVISIONS

It is mutually agreed that:

5.1 All information regarding recipients of services under this contract shall be confidential, except as needed by Contractor for audits or inspections. Publication of any information that would identify a particular recipient of services is prohibited.

5.2 Any funds remaining after final reimbursement and accounting shall be the sole property of the Contractor.

5.3 This agreement may be terminated upon thirty (30) days written notice by either party. This agreement may be altered, changed, or redrafted by mutual agreement of Contractor and Provider, provided however, that alterations or changes are reduced to writing and signed by the respective parties.

5.4 Provider is an independent contractor and does not assume the rights, responsibilities, or duties of an employee of Contractor. The Contractor has no responsibility for claims arising from the performance by Provider of the terms of this contract.

5.5 Provider and Contractor agree to abide by all federal statutes and regulations regarding the performance of this contract and, specifically, the terms and conditions provided in the Older Americans Act and regulations promulgated there under.

EXECUTION OF CONTRACT

FOR SAN JUAN COUNTY AREA AGENCY ON AGING:

I, Willie Grayeyes, hereby declare to the undersigned authority that I am authorized to execute the foregoing contract on behalf of the San Juan County Area Agency on Aging, and that I do hereby execute the same.

Willie Grayeyes, Chair
San Juan County Commission

FOR UTAH LEGAL SERVICES, INC.

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

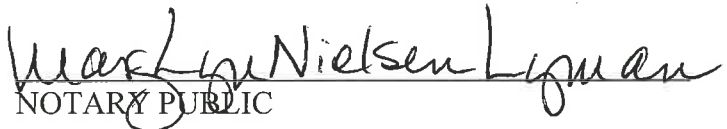
I, Anne Milne, hereby declare to the undersigned authority that I am authorized to execute the foregoing contract on behalf of the Utah Legal Services, Inc. and that I do hereby execute the same.



ANNE MILNE
Executive Director

CORPORATE ACKNOWLEDGMENT

In the County of Salt Lake, State of Utah, on this 23 day of June 2022, before me, the undersigned notary, personally appeared Anne Milne who is personally known to me to be the person who signed the preceding document in my presence and who swore or affirmed to me that she signed it voluntarily for its stated purpose.


NOTARY PUBLIC



COMMISSION STAFF REPORT

MEETING DATE: July 19, 2022
SUBMITTED BY: Tammy Gallegos, Emergency Manager
TITLE: 2022 Emergency Management Performance Grant
RECOMMENDATION: Approval

SUMMARY

Every year we apply for this grant, it is what helps up maintain the Emergency Management Program in San Juan County. This is a renewal of the grant for the year 2022.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

50/50 Match this helps pay for wages for the Emergency Management Program.

**UTAH DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**
Funding Entity: Federal Emergency Management Agency (FEMA)
Federal Award Identification Number (FAIN): EMD-2022-EP-00001-S01
Federal Award Application Date: 06/10/2022
OBLIGATING DOCUMENT FOR AWARD

**FORM
76-10**

1a. AGREEMENT NO. DEM-EMPG-2022-047	1b. UNIQUE ENTITY ID.	2. RECIPIENT San Juan County	3. TYPE OF ACTION <input checked="" type="checkbox"/> AWARD <input type="checkbox"/> AMENDMENT	4. AMENDMENT #. N/A
---	------------------------------	--	--	-------------------------------

5. RECIPIENT ADDRESS San Juan County PO Box 9 Monticello, Utah 84535	6. ISSUING STATE OFFICE AND ADDRESS Utah Department of Public Safety Division of Emergency Management 4315 S. 2700 W. 2nd Floor, Suite 2200 Taylorsville, UT 84129-2128
--	--

7a. NAME OF RECIPIENT/PROJECT MANAGER Tammy Gallegos	7b. PRIMARY EMAIL tgallegos@sanjuancounty.org	8a. NAME OF STATE PROJECT COORDINATOR Tracy Bodily	8b. PRIMARY EMAIL empg@utah.gov
--	---	--	---

9. EFFECTIVE DATE OF THIS ACTION July 1, 2022	10. METHOD OF PAYMENT State Reimbursement Check
---	---

11. DESCRIPTION OF ACTION
2021 EMPG Award

PROGRAM NAME ABBREVIATION	ACCOUNTING DATA	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	PERFORMANCE PERIOD
2022 EMPG CFDA: 97.042	EMERGENCY MANAGEMENT PERFORMANCE GRANT FY 2022 GRANT ALLOCATION	\$0.00	+\$43,700.00	\$43,700.00	July 1, 2022 Thru June 30, 2023

11b. To describe changes other than funding date or financial changes, attach a schedule and check here

12. RECIPIENT IS REQUIRED TO SIGN AND RETURN THIS DOCUMENT TO THE STATE OFFICE IN BLOCK 6. VIA E-MAIL Yes No

13. RECIPIENT SIGNATORY OFFICIAL (Name and Title): _____ **Date:** _____

14. STATE SIGNATORY OFFICIAL (Name and Title): Kris J Hamlet, Director **Date:** 06/27/2022



FY 2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) ADDITIONAL GRANT INFORMATION AND AGREEMENTS

By signing and returning this 76-10 Obligating Document, the recipient agrees to adhere to the following:

1. Submit emergency management expenses for reimbursement as well as matching funds. Only expenses identified as eligible in the FEMA Preparedness Grants Manual and/or the Authorized Equipment List can/will be reimbursed. Jurisdictions should prioritize the use of grant funds to maintain/sustain current capabilities, to validate capability levels, and to increase capacity for high-priority core capabilities with low capability levels
2. Complete all Performance Standards and comply with all procedural requirements as directed in the 2022 EMPG [Guidance and supporting materials](#).
3. Submit progress reports and financial reimbursement requests that are complete and on time to the Division of Emergency Management (DEM).
4. Adhere to all federal award requirements as outlined in the EMPG [NOFO](#), [2 CFR 200](#), and the [FEMA Preparedness Grants Manual](#) along with all state and local financial policies and regulations.

Quarterly Reporting Period Guidelines:

- Quarterly Report Period A (Covers period of July 1, 2022 – September 30, 2022) – Due no later than October 20, 2022
- Quarterly Report Period B (Covers period of October 1, 2022 – December 31, 2022) – Due no later than January 20, 2023
- Quarterly Report Period C (Covers period of January 1, 2023 – March 31, 2023) – Due no later than April 20, 2023
- Final Report Period D (Covers period of April 1, 2023 – June 30, 2023) – Due no later than July 20, 2023*

*The final report serves a dual purpose; it is both the report for the 4th quarter or Period D activity as well as the final report for closing the grant at the end of the performance period, unencumbered funds will return to DEM.

Each report should include the submittal of:

- One (1) EMPG 85-21 Reimbursement Request Form and reimbursement request package (including all supporting documentation as defined in the EMPG guidance)
- One (1) Progress Report including any outstanding applications requirements (updated from prior reports as a continuous document)

Reimbursement Policy

- Only 25% of total award may be requested per reporting period.
- Reimbursement is limited to up to ½ of total expenses (up to the maximum allowed per reporting period) due to the 50/50 match requirement.
- **Indirect costs are prohibited in this grant.**

Reporting Policy

- Funding may be forfeited for failure to submit required reports on time. Following more than one missed report in a year, the jurisdiction may be suspended for the remainder of the year. **The performance of a jurisdiction, or lack thereof, will be taken into consideration when allocations for the following year's grant are made. Late reports shall not be accepted for reimbursement without an extension being requested and approved prior to the deadline or special consideration from the DEM director.**
- Reports and reimbursement requests may be submitted to empg@utah.gov up to four weeks before the reporting period deadline, and should be submitted no later than 20 days after the end of the reporting period (see due dates above).



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Public Safety

JESS L. ANDERSON
Commissioner
KRIS J. HAMLET
Director

Wednesday, June 29, 2022

San Juan County Emergency Management
PO Box 9
Monticello, Utah 84535

To the Senior Leaders and Emergency Manager,

This letter is the official notification of your jurisdiction's FY 2022 Emergency Management Performance Grant (EMPG) allocation in the amount of **\$43,700.00**. This allocation covers the **period of performance of July 1, 2022 through June 30, 2023**.

The funding stream is provided by the U.S. Department of Homeland Security/Federal Emergency Management Agency under the award **EMD-2022-EP-00011-S01** and is distributed by the Utah Department of Public Safety's Division of Emergency Management (DEM) under the agreement number: **DEM-EMPG-2022-047**. **EMPG provides funds to supplement pre-established local emergency management programs in building capabilities to implement the National Preparedness System and support the National Preparedness Goal**. Funds should be utilized for addressing gaps in the existing emergency management program. Match funds or reimbursable expenses are limited to specific activities and authorized equipment. Please review all guidance before expending funds.

As with all federal awards, these funds are subject to the [2 CFR 200 \(Code of Federal Regulation\)](#). This grant is also subject to its respective [NOFO](#) as well as the [FEMA Preparedness Grants Manual](#). Participants must follow all rules and regulations provided in the above mentioned documents as well as any State requirements set forth by the [EMPG 2022 Guidance](#) found on the Division of Emergency Management's website (dem.utah.gov/empg) along with all local procurement standards.

The Utah Regional Coordination Council (URCC) provided input into the formulas used for determining funding amounts. The EMPG requires an in-kind or hard cash match equal to or greater than the 50/50 Federal Cost Share Requirement. If your jurisdiction is not able to meet the match requirement for the amount in this award letter or the information provided is not correct, please contact Tracy Bodily at empg@utah.gov.

Sincerely,

Kris J. Hamlet, Director

*** On April 4, 2022, the federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the federal government use the Unique Entity ID created in SAM.gov.

Please provide your new Unique Entity ID on line 1B of the 76-10 Obligating Document.



COMMISSION STAFF REPORT

MEETING DATE: July 19, 2022

SUBMITTED BY: Mack McDonald, Chief Administrative Officer

TITLE: Approval of the Amended Travel Reimbursement Form for the remainder of Calendar Year 2022

RECOMMENDATION: Approval

SUMMARY

Due to increased fuel costs, the IRS did a special increase to the reimbursement mileage rate which we use to set our County reimbursement rate in accordance with our Travel Policy

HISTORY/PAST ACTION

Each year the County approves the Travel Reimbursement Rate and Form. In our Travel Policy, reimbursable mileage rates are dictated by what the IRS allows as a reimbursement rate. On June 9th, the IRS announced an increase for the final 6 months of the year in recognition of the recent gasoline price increases, they made a special adjustment for the final months of the years. Normally, the IRS updates the mileage rates once a year in the fall for the next calendar year.

FISCAL IMPACT

The adjustment moves us from 58.5 to 62.5 which is a 4-cent increase.

San Juan County Travel Form 2022

Name: _____

Date	Destination		Purpose	Lodging	Meals	Mileage		Misc	TOTAL
	From:	To:		Attach employee paid receipt & enter amount. Own Lodging \$48	\$11 Breakfast \$14 Lunch \$20 Dinner	Enter # of Miles traveled in your Private vehicle	Enter amount current rate is 62.5 cents/mile	Attach receipts & enter amount	

All travel expenses must be submitted within 30 days of travel.

Out of State Travel - attach approved request to this form.

Attach receipts for expenses paid by employee that are to be reimbursed.

The above listed items and services were received and are correct and are for charges incurred for official county business. No part of the above charges have been paid by any public or private entity or individual. If reimbursement is received from any other entity the funds will be turned into the County.

Grand Total to be paid to employee: _____

Employee Signature

Supervisor Signature

Date

Date

List expense codes and amounts: _____



COMMISSION STAFF REPORT

MEETING DATE: Month XX, 20XX

ITEM TITLE, PRESENTER: EnterTextHere, Presented by Name, Title

RECOMMENDATION: EnterTextHere

SUMMARY

EnterTextHere

HISTORY/PAST ACTION

EnterTextHere

FISCAL IMPACT

EnterTextHere

carolyn dailey

Sat, May
14, 11:34
PM

to me, Zak

Hi Nicole -

We have a volunteer for the Library Board from Bluff! I know Zak Podmore personally and he would be a fantastic addition to represent Bluff.

Do you want to contact him and start the procedure for getting him appointed by the SJC Commissioners?

Thanks, Carolyn

From: Zak Podmore <zpodmore@gmail.com>

Sent: Tuesday, May 10, 2022 12:47 PM

To: daileycarolyn@hotmail.com <daileycarolyn@hotmail.com>

Subject: Library Board - Letter of Interest

Dear Carolyn and the San Juan County Library Board,

I'm writing to express my interest in joining the San Juan County Library Board. I'm a resident of Bluff, where I have been a working journalist and book author for nearly ten years. The library system in San Juan County provides vital community services, and I'd love to become more involved.

Please don't hesitate to reach out to me with any questions.

Sincerely,

--

Zak Podmore

Author and Journalist

C: 970-319-8229

www.zakpodmore.com

zpodmore@gmail.com

County Economic Development Board
San Juan County, Utah

June 29, 2022

Dear San Juan County Commissioners,

The CED Board has several Board members that have submitted their letters of resignation from the board. We have two applicants that have responded with their interest in filling the open positions. After a review and a discussion with each of the candidates, the CED Board feels confident these San Juan County residents would be a great addition to the Board.

See the attached list for the two new applicants. We will continue reaching out to secure additional replacements.

We thank the Board Members leaving for their support and partnership since the creation of this board. We appreciate all the time you volunteered for the CED Board and all that has been accomplished.

Respectfully,



Britt Barton

County Economic Development Board. Chair

Name	Position	Role	Position	Term Expires	Status	2022 update	Term Expires
Willie Grayeyes		Board Member	Representative of San Juan County	1/31/2022	Renew		
EvanBolt		Board Member	Municipality Representative, Monticello City	1/31/2023			
Pratt Redd	Vice Chair	Board Member	Municipality Representative, Blanding City	1/31/2023			
Linda Sosa		Board Member	Municipality Representative, Bluff Town	1/31/2023			
Kristian Olsen		Board Member	Workforce Development Representative	1/31/2023	Requested to leave the Board and be replaced by Meghan McFall, USU SPARK	Replaced by Meghan McFall submitted to Commission for approval	1/31/2023
Andria Wilson		Board Member	San Juan County Private Sector Representative	1/31/2023			
Byron Clarke		Board Member	Member of the public who live in San Juan County	1/31/2022	Resignation submitted		
Britt Barton	Chair	Board Member	At Large	1/31/2022	Resignation submitted		
Ryan Benally		Board Member	At Large	1/31/2022	Renew	Replaced by Becky Acton submitted to Commission for approval	
Hannah Bailey		Board Member	At Large	1/31/2022			
Rick Reeb		Board Member	At Large, Tourism Tax Advisory Board Chair	TTAB Chair	Resignation submitted		

Members that are planning to resign their term must forward a written letter of resignation with the board.



COMMISSION STAFF REPORT

MEETING DATE: July 19, 2022

ITEM TITLE, PRESENTER: County Economic Development Board new candidates, by Elaine Gizler, Economic Development, and Visitor Services Director.

RECOMMENDATION: Business Action/ Approve

SUMMARY: The County Economic Development Board has three resignations, Britt Barton, Byron Clarke, and Kristian Olsen. Each has submitted their resignation. Two candidates have applied for the positions, they have been interviewed and the CED Board has approved their submission to the San Juan County Commissioners for approval.

They are Becky Acton, who is a business owner from Blanding, and Meghan McFall. They will replace Britt Barton and Kristian Olsen.

HISTORY/PAST ACTION. Originally the SJC Commissioners approved the creation of this board as requested by the Governor's Office specifically to apply and manage the Rural Grant Funding received.

FISCAL IMPACT. Not applicable.

Independent Contractor Agreement
between
San Juan County, Utah
and
April Ramsay

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 April Ramsay (hereinafter "Contractor"). This contract will become effective on the date of the final party's signature. This contract will terminate on June 30, 2022

ARTICLE 2: SERVICES AND COMPENSATION

- 2.01. Contractor agrees to provide services as a Poll Manager for San Juan County. Poll Manager Duties include greeting and processing voters, explaining how to mark a ballot, and use of the election equipment. You will also be responsible for directing other Poll Workers and assisting any Poll Watchers.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to provide assignments to perform services as a Poll Manager.
- 2.03. This Contract is for an independent contractor and not for employment. Any disability, unemployment, worker's compensation, and other insurance for Contractor are provided at the Contractor's expense.
- 2.04. 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.
- 2.05. In exchange for the above services and upon the Contractor's completion of duties under this contract, San Juan County will pay the Contractor \$250 for coverage of Election Day June 28, 2022 with a minimum of 13 hours and a maximum of 15 hours. Contractor will also receive \$10 per hour for training as directed by the San Juan County Clerk.
- 2.06. The Contractor will abide by all terms and conditions required of Poll Workers as stated in the "Election Worker Practices and Oath" which will be signed and agreed to by the Contractor prior to the Contractor engaging in Poll Worker duties. Any refusal to abide by the Election Worker Practices or Oath or refusal or failure to sign the Election Worker Practices and Oath will void this Contract. A copy of the Election Worker Practices and Oath is attached to this Contract.

ARTICLE 3: TRAVEL

3.01. 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. Those expenses have already been calculated into the contract and the Contractor will be responsible for those expenses. The County will not reimburse for mileage.

ARTICLE 4: REVOCATIONS

4.01. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective 30 days after the County has notified the Contractor the public budgeting process has insufficiently funded the San Juan County Clerk's Office for this contract.

4.02. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.03. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.04 Any violation of Utah Election law or the Election Worker Practices and Oath will result in immediate termination of this Contract, effective the date the violation is discovered by San Juan County whether or not notice is provided to the Contractor.

4.05. San Juan County may terminate this contract, which termination will be effective at the time San Juan County has provided notice either by mail or by email to the address provided by the Contractor for official communication, if:

1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.

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,

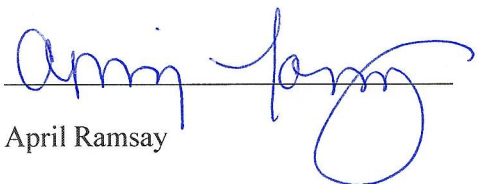
liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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 June 2022

Contractor

San Juan County



April Ramsay

Willie Grayeyes, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor

**Independent Contractor Agreement
between
San Juan County, Utah
and
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 contract will become effective on the date of the final party's signature. This contract will terminate on June 30, 2022

ARTICLE 2: SERVICES AND COMPENSATION

- 2.01. Contractor agrees to provide services as a Language Specialist/ Poll Worker for San Juan County. Language Specialist/Poll Worker duties include greeting and processing voters, provide Navajo Language Services, provide interpreting services language on the ballot, explaining how to mark a ballot, and use of the election equipment.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to provide assignments to perform services as a Poll Worker.
- 2.03. This Contract is for an independent contractor and not for employment. Any disability, unemployment, worker's compensation, and other insurance for Contractor are provided at the Contractor's expense.
- 2.04. 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.
- 2.05. Upon the Contractor's completion of its duties under this section of this contract, San Juan County will pay the Contractor \$300 for coverage of Election Day June 28, 2022 with a minimum of 13 hours and a maximum of 14 hours. You are also asked to work Early Voting Locations at a minimum of four hours each day. You will be compensated \$150.00 at Monument Valley for June 3rd, June 17th and June 24th. Montezuma Creek at \$100.00 May 31st, June 6th, June 13th and June 21st. You will also be compensated an additional \$100.00 for the June 1st Early Voting Location in Bluff and \$100.00 for the Training you attended on May 27, 2022. The total expected to be paid to you for the above services is \$1,350.
- 2.06. The Contractor will abide by all terms and conditions required of Poll Workers as stated in the "Election Worker Practices and Oath" which will be signed and agreed to by the Contractor prior to the Contactor engaging in Poll Worker duties. Any refusal to abide by the Election Worker Practices or Oath or refusal or failure to sign the Election Worker Practices and Oath will void this Contract. A copy of the Election Worker Practices and Oath is attached to this Contract.

ARTICLE 3: TRAVEL

3.01. 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. Those expenses have already been calculated into the contract and the Contractor will be responsible for those expenses. The County will not reimburse for mileage.

ARTICLE 4: REVOCATIONS

4.01. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective 30 days after the County has notified the Contractor the public budgeting process has insufficiently funded the San Juan County Clerk's Office for this contract.

4.02. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.03. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.04 Any violation of Utah Election law or the Election Worker Practices and Oath will result in immediate termination of this Contract, effective the date the violation is discovered by San Juan County whether or not notice is provided to the Contractor.

4.05. San Juan County may terminate this contract, which termination will be effective at the time San Juan County has provided notice either by mail or by email to the address provided by the Contractor for official communication, if:

1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.

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 June 2022

Contractor

San Juan County



Bernice Lefthand

Willie Grayeyes, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor

Election Worker Practices and Oath

(For Contracted Election Workers)

General Policies and Code of Conduct

It is the policy of this office to take any necessary steps to ensure the complete privacy and integrity of the election process. The policies and procedures of this manual are in place to maintain a voter's Constitutional Right to a secret ballot; ensure that the progress of any candidate or issue is released only through proper channels and in accordance with Utah Law; and that the ballots are processed uniformly through each step of the process. Individuals who do not comply with these policies will face any and all legal ramifications as applicable. All persons contracted with by this office to perform any duties related to elections are under the same duties and obligations as contained herein.

Communicating Results or Progress of the Election

Utah Code 20A-4-505 Communication about the count

- (1) *It is unlawful for any poll worker to communicate in any manner, directly or indirectly, by word or sign, the progress of the count, the result so far, or any other information about the count.*
- (2) *Any person who violates this section is guilty of a third degree felony.*

Disclosing Voter's Choice(s)

Utah Code 20A-3a-806 Officer or watcher Revealing Vote

- (1) *It is unlawful for an election official or watcher to reveal to another person the name of a candidate or ballot proposition for whom a voter has voted or to communicate to another person the election official or watcher's opinion, belief, or impression regarding for whom or what a voter has voted.*
- (2) *A person who violates this section is guilty of a class A misdemeanor.*

Altering Vote Counts or Election Returns

The standards of Utah Code 20A-3a-801 will be applied to resolve any questions that arise when evaluating a voter's ballot choices.

Utah Code 20A-4-502 Altering Vote Count or Returns

- (1) *It is unlawful for any person to:*
 - (a) *willfully add to or subtract from the votes actually cast at an election in any election returns; or*
 - (b) *Alter any election returns.*
- (2) *Any person who violates this section is guilty of a third degree felony.*

Watchers and Observers

In accordance with Utah Code 20A-3a-801 properly appointed watchers and observers will be permitted into the ballot processing area and must be accompanied by a Poll Manager.

These watchers and observers shall not interfere with the processing of ballots nor interact with employees processing the ballots in any way; and shall direct question, if any, to the accompanying Poll Manager. While in the processing area watchers and observers shall wear an identification badge at all times; and shall refrain from the use of any and all communication devices, and shall in all ways comply with Utah Code 20A-3a-801.

Rule of Two

To protect both the integrity of the election and to protect any one election worker from undue suspicion, it is the policy to employ the rule of two when performing any procedure that deals directly with the handling, processing, or counting of ballots. Rule of two means any time a procedure, which deals directly with the handling, processing or counting of ballots, must be done in the presence of at least two authorized election workers employed or contacted by the San Juan County Clerk's Office.

I have read and understand the policies listed in this document and will adhere to them.

Sign *Bernice Lefthand*
(Contracted Election Worker)

Date 06/21/2022

Print Name Bernice Lefthand

Oath of Office

I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the united states and the constitution of the state of Utah, and that I will discharge the duties of my office with fidelity.

Sign *Bernice Lefthand*

Date 06/21/2022

Print Name Bernice Lefthand

Attested

I, (name) Megan Gallegos, who am (job title) the Deputy Clerk with the San Juan County Clerk's Office, hereby attest that the above Election Worker's Practices and Oath was provided and administered to the above signed election worker.

Sign *Megan Gallegos*

Date 06.21.2022

Print Name Megan Gallegos

**Independent Contractor Agreement
between
San Juan County, Utah
and
Jeanette Badback**

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 Jeanette Badback (hereinafter "Contractor"). This contract will become effective on the date of the final party's signature. This contract will terminate on June 30, 2022

ARTICLE 2: SERVICES AND COMPENSATION

- 2.01. Contractor agrees to provide services as a Poll Worker for San Juan County. Poll worker duties include greeting and processing voters, explaining how to mark a ballot, and use of the election equipment.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to provide assignments to perform services as a Poll Worker.
- 2.03. This Contract is for an independent contractor and not for employment. Any disability, unemployment, worker's compensation, and other insurance for Contractor are provided at the Contractor's expense.
- 2.04. 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.
- 2.05. Upon the Contractor's completion of its duties under this section of this contract, San Juan County will pay the Contractor \$200 for coverage of Election Day June 28, 2022 with a minimum of 13 hours and a maximum of 14 hours and \$50 for each four hour minimum Early Voting Locations on June 2nd, 9th, 16th, and 23rd at the White Mesa Community Center.
- 2.06. The Contractor will abide by all terms and conditions required of Poll Workers as stated in the "Election Worker Practices and Oath" which will be signed and agreed to by the Contractor prior to the Contractor engaging in Poll Worker duties. Any refusal to abide by the Election Worker Practices or Oath or refusal or failure to sign the Election Worker Practices and Oath will void this Contract. A copy of the Election Worker Practices and Oath is attached to this Contract.

ARTICLE 3: TRAVEL

3.01. 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. Those expenses have already been calculated into the contract and the Contractor will be responsible for those expenses. The County will not reimburse for mileage.

ARTICLE 4: REVOCATIONS

4.01. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective 30 days after the County has notified the Contractor the public budgeting process has insufficiently funded the San Juan County Clerk's Office for this contract.

4.02. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.03. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.04 Any violation of Utah Election law or the Election Worker Practices and Oath will result in immediate termination of this Contract, effective the date the violation is discovered by San Juan County whether or not notice is provided to the Contractor.

4.05. San Juan County may terminate this contract, which termination will be effective at the time San Juan County has provided notice either by mail or by email to the address provided by the Contractor for official communication, if:

1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.

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 28th day of June 2022

Contractor

San Juan County



Jeanette Badback



Willie Grayeyes, Chairman
San Juan County Commissioners

Attested by:



Lyman Duncan, County Clerk/Auditor

Election Worker Practices and Oath

(For Contracted Election Workers)

General Policies and Code of Conduct

It is the policy of this office to take any necessary steps to ensure the complete privacy and integrity of the election process. The policies and procedures of this manual are in place to maintain a voter's Constitutional Right to a secret ballot; ensure that the progress of any candidate or issue is released only through proper channels and in accordance with Utah Law; and that the ballots are processed uniformly through each step of the process.

Individuals who do not comply with these policies will face any and all legal ramifications as applicable. All persons contracted with by this office to perform any duties related to elections are under the same duties and obligations as contained herein.

Communicating Results or Progress of the Election

Utah Code 20A-4-505 Communication about the count

- (1) *It is unlawful for any poll worker to communicate in any manner, directly or indirectly, by word or sign, the progress of the count, the result so far, or any other information about the count.*
- (2) *Any person who violates this section is guilty of a third degree felony.*

Disclosing Voter's Choice(s)

Utah Code 20A-3a-806 Officer or watcher Revealing Vote

- (1) *It is unlawful for an election official or watcher to reveal to another person the name of a candidate or ballot proposition for whom a voter has voted or to communicate to another person the election official or watcher's opinion, belief, or impression regarding for whom or what a voter has voted.*
- (2) *A person who violates this section is guilty of a class A misdemeanor.*

Altering Vote Counts or Election Returns

The standards of Utah Code 20A-3a-801 will be applied to resolve any questions that arise when evaluating a voter's ballot choices.

Utah Code 20A-4-502 Altering Vote Count or Returns

- (1) *It is unlawful for any person to:*
 - (a) *willfully add to or subtract from the votes actually cast at an election in any election returns; or*
 - (b) *Alter any election returns.*
- (2) *Any person who violates this section is guilty of a third degree felony.*

Watchers and Observers

In accordance with Utah Code 20A-3a-801 properly appointed watchers and observers will be permitted into the ballot processing area and must be accompanied by a Poll Manager.

These watchers and observers shall not interfere with the processing of ballots nor interact with employees processing the ballots in any way; and shall direct question, if any, to the accompanying Poll Manager. While in the processing area watchers and observers shall wear an identification badge at all times; and shall refrain from the use of any and all communication devices, and shall in all ways comply with Utah Code 20A-3a-801.

Rule of Two

To protect both the integrity of the election and to protect any one election worker from undue suspicion, it is the policy to employ the rule of two when performing any procedure that deals directly with the handling, processing, or counting of ballots. Rule of two means any time a procedure, which deals directly with the handling, processing or counting of ballots, must be done in the presence of at least two authorized election workers employed or contacted by the San Juan County Clerk's Office.

I have read and understand the policies listed in this document and will adhere to them.

Sign Jette Badback Date 6/23/2022
(Contracted Election Worker)

Print Name Jeannette Badback

Oath of Office

I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the united states and the constitution of the state of Utah, and that I will discharge the duties of my office with fidelity.

Sign Jette Badback Date 6/23/2022

Print Name Jeannette Badback

Attested

I, (name) Megan Gallegos, who am (job title) clerk with the San Juan County Clerk's Office, hereby attest that the above Election Worker's Practices and Oath was provided and administered to the above signed election worker.

Sign Megan Gallegos Date 6.23.2022

Print Name Megan Gallegos

Independent Contractor Agreement
between
San Juan County, Utah
and
Debra McKee

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 Debra McKee(hereinafter "Contractor"). This contract will become effective on the date of the final party's signature. This contract will terminate on June 30, 2022

ARTICLE 2: SERVICES AND COMPENSATION

- 2.01. Contractor agrees to provide services as a Poll Worker for San Juan County. Poll Worker duties include greeting and processing voters, explaining how to mark a ballot, and use of the election equipment.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to provide assignments to perform services as a Poll Worker.
- 2.03. This Contract is for an independent contractor and not for employment. Any disability, unemployment, worker's compensation, and other insurance for Contractor are provided at the Contractor's expense.
- 2.04. 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.
- 2.05. In exchange for the above services and upon the Contractor's completion of duties under this contract, San Juan County will pay the Contractor \$200 for coverage of Election Day June 28, 2022 with a minimum of 13 hours and a maximum of 14 hours. Contractor will also receive \$10 per hour for training as directed by the San Juan County Clerk.
- 2.06. The Contractor will abide by all terms and conditions required of Poll Workers as stated in the "Election Worker Practices and Oath" which will be signed and agreed to by the Contractor prior to the Contractor engaging in Poll Worker duties. Any refusal to abide by the Election Worker Practices or Oath or refusal or failure to sign the Election Worker Practices and Oath will void this Contract. A copy of the Election Worker Practices and Oath is attached to this Contract.

ARTICLE 3: TRAVEL

3.01. 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. Those expenses have already been calculated into the contract and the Contractor will be responsible for those expenses. The County will not reimburse for mileage.

ARTICLE 4: REVOCATIONS

4.01. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective 30 days after the County has notified the Contractor the public budgeting process has insufficiently funded the San Juan County Clerk's Office for this contract.

4.02. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.03. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.04 Any violation of Utah Election law or the Election Worker Practices and Oath will result in immediate termination of this Contract, effective the date the violation is discovered by San Juan County whether or not notice is provided to the Contractor.

4.05. San Juan County may terminate this contract, which termination will be effective at the time San Juan County has provided notice either by mail or by email to the address provided by the Contractor for official communication, if:

1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.

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 23 day of June 2022

Contractor

San Juan County



Debra McKee

Willie Grayeyes, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor

Election Worker Practices and Oath

(For Contracted Election Workers)

General Policies and Code of Conduct

It is the policy of this office to take any necessary steps to ensure the complete privacy and integrity of the election process. The policies and procedures of this manual are in place to maintain a voter's Constitutional Right to a secret ballot; ensure that the progress of any candidate or issue is released only through proper channels and in accordance with Utah Law; and that the ballots are processed uniformly through each step of the process. Individuals who do not comply with these policies will face any and all legal ramifications as applicable. All persons contracted with by this office to perform any duties related to elections are under the same duties and obligations as contained herein.

Communicating Results or Progress of the Election

Utah Code 20A-4-505 Communication about the count

- (1) *It is unlawful for any poll worker to communicate in any manner, directly or indirectly, by word or sign, the progress of the count, the result so far, or any other information about the count.*
- (2) *Any person who violates this section is guilty of a third degree felony.*

Disclosing Voter's Choice(s)

Utah Code 20A-3a-806 Officer or watcher Revealing Vote

- (1) *It is unlawful for an election official or watcher to reveal to another person the name of a candidate or ballot proposition for whom a voter has voted or to communicate to another person the election official or watcher's opinion, belief, or impression regarding for whom or what a voter has voted.*
- (2) *A person who violates this section is guilty of a class A misdemeanor.*

Altering Vote Counts or Election Returns

The standards of Utah Code 20A-3a-801 will be applied to resolve any questions that arise when evaluating a voter's ballot choices.

Utah Code 20A-4-502 Altering Vote Count or Returns

- (1) *It is unlawful for any person to:*
 - (a) *willfully add to or subtract from the votes actually cast at an election in any election returns; or*
 - (b) *Alter any election returns.*
- (2) *Any person who violates this section is guilty of a third degree felony.*

Watchers and Observers

In accordance with Utah Code 20A-3a-801 properly appointed watchers and observers will be permitted into the ballot processing area and must be accompanied by a Poll Manager.

These watchers and observers shall not interfere with the processing of ballots nor interact with employees processing the ballots in any way; and shall direct question, if any, to the accompanying Poll Manager. While in the processing area watchers and observers shall wear an identification badge at all times; and shall refrain from the use of any and all communication devices, and shall in all ways comply with Utah Code 20A-3a-801.

Rule of Two

To protect both the integrity of the election and to protect any one election worker from undue suspicion, it is the policy to employ the rule of two when performing any procedure that deals directly with the handling, processing, or counting of ballots. Rule of two means any time a procedure, which deals directly with the handling, processing or counting of ballots, must be done in the presence of at least two authorized election workers employed or contacted by the San Juan County Clerk's Office.

I have read and understand the policies listed in this document and will adhere to them.

Sign Debra McKee
(Contracted Election Worker)

Date 6/23/2022

Print Name Debra K. McKee

Oath of Office

I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the united states and the constitution of the state of Utah, and that I will discharge the duties of my office with fidelity.

Sign Debra McKee

Date 6/23/2022

Print Name Debra K. McKee

Megan Gallegos

Attested

I, (name) ~~Debra K. McKee~~, who am (job title) Deputy Clerk with the San Juan County Clerk's Office, hereby attest that the above Election Worker's Practices and Oath was provided and administered to the above signed election worker.

Sign Megan Gallegos

Date 6-23-2022

Print Name Megan Gallegos

Independent Contractor Agreement
between
San Juan County, Utah
and
Boston Freestone

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 Boston Freestone (hereinafter "Contractor"). This contract will become effective on the date of the final party's signature. This contract will terminate on June 30, 2022

ARTICLE 2: SERVICES AND COMPENSATION

- 2.01. Contractor agrees to provide services as a Poll Worker for San Juan County. Poll Worker duties include greeting and processing voters, explaining how to mark a ballot, and use of the election equipment.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to provide assignments to perform services as a Poll Worker.
- 2.03. This Contract is for an independent contractor and not for employment. Any disability, unemployment, worker's compensation, and other insurance for Contractor are provided at the Contractor's expense.
- 2.04. 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.
- 2.05. In exchange for the above services and upon the Contractor's completion of duties under this contract, San Juan County will pay the Contractor \$230 for coverage of Election Day June 28, 2022 with a minimum of 13 hours and a maximum of 17 hours. Contractor will also receive \$10 per hour for training as directed by the San Juan County Clerk.
- 2.06. The Contractor will abide by all terms and conditions required of Poll Workers as stated in the "Election Worker Practices and Oath" which will be signed and agreed to by the Contractor prior to the Contractor engaging in Poll Worker duties. Any refusal to abide by the Election Worker Practices or Oath or refusal or failure to sign the Election Worker Practices and Oath will void this Contract. A copy of the Election Worker Practices and Oath is attached to this Contract.

ARTICLE 3: TRAVEL

3.01. 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. Those expenses have already been calculated into the contract and the Contractor will be responsible for those expenses. The County will not reimburse for mileage.

ARTICLE 4: REVOCATIONS

4.01. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective 30 days after the County has notified the Contractor the public budgeting process has insufficiently funded the San Juan County Clerk's Office for this contract.

4.02. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.03. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.04 Any violation of Utah Election law or the Election Worker Practices and Oath will result in immediate termination of this Contract, effective the date the violation is discovered by San Juan County whether or not notice is provided to the Contractor.

4.05. San Juan County may terminate this contract, which termination will be effective at the time San Juan County has provided notice either by mail or by email to the address provided by the Contractor for official communication, if:

1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.

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 June 2022

Contractor

San Juan County



Boston Freestone

Willie Grayeyes, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor

Election Worker Practices and Oath

(For Contracted Election Workers)

General Policies and Code of Conduct

It is the policy of this office to take any necessary steps to ensure the complete privacy and integrity of the election process. The policies and procedures of this manual are in place to maintain a voter's Constitutional Right to a secret ballot; ensure that the progress of any candidate or issue is released only through proper channels and in accordance with Utah Law; and that the ballots are processed uniformly through each step of the process.

Individuals who do not comply with these policies will face any and all legal ramifications as applicable. All persons contracted with by this office to perform any duties related to elections are under the same duties and obligations as contained herein.

Communicating Results or Progress of the Election

Utah Code 20A-4-505 Communication about the count

(1) It is unlawful for any poll worker to communicate in any manner, directly or indirectly, by word or sign, the progress of the count, the result so far, or any other information about the count.

(2) Any person who violates this section is guilty of a third degree felony.

Disclosing Voter's Choice(s)

Utah Code 20A-3a-806 Officer or watcher Revealing Vote

(1) It is unlawful for an election official or watcher to reveal to another person the name of a candidate or ballot proposition for whom a voter has voted or to communicate to another person the election official or watcher's opinion, belief, or impression regarding for whom or what a voter has voted.

(2) A person who violates this section is guilty of a class A misdemeanor.

Altering Vote Counts or Election Returns

The standards of Utah Code 20A-3a-801 will be applied to resolve any questions that arise when evaluating a voter's ballot choices.

Utah Code 20A-4-502 Altering Vote Count or Returns

(1) It is unlawful for any person to:

(a) willfully add to or subtract from the votes actually cast at an election in any election returns; or

(b) Alter any election returns.

(2) Any person who violates this section is guilty of a third degree felony.

Watchers and Observers

In accordance with Utah Code 20A-3a-801 properly appointed watchers and observers will be permitted into the ballot processing area and must be accompanied by a Poll Manager.

These watchers and observers shall not interfere with the processing of ballots nor interact with employees processing the ballots in any way; and shall direct question, if any, to the accompanying Poll Manager. While in the processing area watchers and observers shall wear an identification badge at all times; and shall refrain from the use of any and all communication devices, and shall in all ways comply with Utah Code 20A-3a-801.

Rule of Two

To protect both the integrity of the election and to protect any one election worker from undue suspicion, it is the policy to employ the rule of two when performing any procedure that deals directly with the handling, processing, or counting of ballots. Rule of two means any time a procedure, which deals directly with the handling, processing or counting of ballots, must be done in the presence of at least two authorized election workers employed or contacted by the San Juan County Clerk's Office.

I have read and understand the policies listed in this document and will adhere to them.

Sign Boston Freeman Date 6/23/22
(Contracted Election Worker)

Print Name Boston Freestone

Oath of Office

I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the united states and the constitution of the state of Utah, and that I will discharge the duties of my office with fidelity.

Sign Boston Freeman Date 6/23/22

Print Name Boston Freestone

Attested

I, (name) Megan Gallegos, who am (job title) Deputy Clerk with the San Juan County Clerk's Office, hereby attest that the above Election Worker's Practices and Oath was provided and administered to the above signed election worker.

Sign Megan Gallegos Date 6.23.2022

Print Name Megan Gallegos

Independent Contractor Agreement
between
San Juan County, Utah
and
Talyn Shaw

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 Talyn Shaw (hereinafter "Contractor"). This contract will become effective on the date of the final party's signature. This contract will terminate on June 30, 2022

ARTICLE 2: SERVICES AND COMPENSATION

- 2.01. Contractor agrees to provide services as a Poll Worker for San Juan County. Poll Worker duties include greeting and processing voters, explaining how to mark a ballot, and use of the election equipment.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to provide assignments to perform services as a Poll Worker.
- 2.03. This Contract is for an independent contractor and not for employment. Any disability, unemployment, worker's compensation, and other insurance for Contractor are provided at the Contractor's expense.
- 2.04. 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.
- 2.05. In exchange for the above services and upon the Contractor's completion of duties under this contract, San Juan County will pay the Contractor \$220 for coverage of Election Day June 28, 2022 with a minimum of 13 hours and a maximum of 16 hours. Contractor will also receive \$10 per hour for training as directed by the San Juan County Clerk.
- 2.06. The Contractor will abide by all terms and conditions required of Poll Workers as stated in the "Election Worker Practices and Oath" which will be signed and agreed to by the Contractor prior to the Contractor engaging in Poll Worker duties. Any refusal to abide by the Election Worker Practices or Oath or refusal or failure to sign the Election Worker Practices and Oath will void this Contract. A copy of the Election Worker Practices and Oath is attached to this Contract.

ARTICLE 3: TRAVEL

3.01. 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. Those expenses have already been calculated into the contract and the Contractor will be responsible for those expenses. The County will not reimburse for mileage.

ARTICLE 4: REVOCATIONS

4.01. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective 30 days after the County has notified the Contractor the public budgeting process has insufficiently funded the San Juan County Clerk's Office for this contract.

4.02. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.03. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.04 Any violation of Utah Election law or the Election Worker Practices and Oath will result in immediate termination of this Contract, effective the date the violation is discovered by San Juan County whether or not notice is provided to the Contractor.

4.05. San Juan County may terminate this contract, which termination will be effective at the time San Juan County has provided notice either by mail or by email to the address provided by the Contractor for official communication, if:

1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.

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 June 2022

Contractor

San Juan County



Talyn Shaw

Willie Grayeyes, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor

Election Worker Practices and Oath

(For Contracted Election Workers)

General Policies and Code of Conduct

It is the policy of this office to take any necessary steps to ensure the complete privacy and integrity of the election process. The policies and procedures of this manual are in place to maintain a voter's Constitutional Right to a secret ballot; ensure that the progress of any candidate or issue is released only through proper channels and in accordance with Utah Law; and that the ballots are processed uniformly through each step of the process.

Individuals who do not comply with these policies will face any and all legal ramifications as applicable. All persons contracted with by this office to perform any duties related to elections are under the same duties and obligations as contained herein.

Communicating Results or Progress of the Election

Utah Code 20A-4-505 Communication about the count

(1) It is unlawful for any poll worker to communicate in any manner, directly or indirectly, by word or sign, the progress of the count, the result so far, or any other information about the count.

(2) Any person who violates this section is guilty of a third degree felony.

Disclosing Voter's Choice(s)

Utah Code 20A-3a-806 Officer or watcher Revealing Vote

(1) It is unlawful for an election official or watcher to reveal to another person the name of a candidate or ballot proposition for whom a voter has voted or to communicate to another person the election official or watcher's opinion, belief, or impression regarding for whom or what a voter has voted.

(2) A person who violates this section is guilty of a class A misdemeanor.

Altering Vote Counts or Election Returns

The standards of Utah Code 20A-3a-801 will be applied to resolve any questions that arise when evaluating a voter's ballot choices.

Utah Code 20A-4-502 Altering Vote Count or Returns

(1) It is unlawful for any person to:

(a) willfully add to or subtract from the votes actually cast at an election in any election returns; or

(b) Alter any election returns.

(2) Any person who violates this section is guilty of a third degree felony.

Watchers and Observers

In accordance with Utah Code 20A-3a-801 properly appointed watchers and observers will be permitted into the ballot processing area and must be accompanied by a Poll Manager.

These watchers and observers shall not interfere with the processing of ballots nor interact with employees processing the ballots in any way; and shall direct question, if any, to the accompanying Poll Manager. While in the processing area watchers and observers shall wear an identification badge at all times; and shall refrain from the use of any and all communication devices, and shall in all ways comply with Utah Code 20A-3a-801.

Rule of Two

To protect both the integrity of the election and to protect any one election worker from undue suspicion, it is the policy to employ the rule of two when performing any procedure that deals directly with the handling, processing, or counting of ballots. Rule of two means any time a procedure, which deals directly with the handling, processing or counting of ballots, must be done in the presence of at least two authorized election workers employed or contacted by the San Juan County Clerk's Office.

I have read and understand the policies listed in this document and will adhere to them.

Sign Talyn Shau
(Contracted Election Worker)

Date 06/23/2022

Print Name Talyn Shau

Oath of Office

I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the united states and the constitution of the state of Utah, and that I will discharge the duties of my office with fidelity.

Sign Talyn Shau

Date 06/23/2022

Print Name Talyn Shau

Attested

I, (name) Megan Gallegos, who am (job title) Deputy Clerk with the San Juan County Clerk's Office, hereby attest that the above Election Worker's Practices and Oath was provided and administered to the above signed election worker.

Sign Megan Gallegos

Date 06-23-2022

Print Name Megan Gallegos

Election Worker Practices and Oath

(For Contracted Election Workers)

General Policies and Code of Conduct

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- (2) *A person who violates this section is guilty of a class A misdemeanor.*

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I have read and understand the policies listed in this document and will adhere to them.

Sign *Elgie Dee*
(Contracted Election Worker)

Date *June 21, 2022*

Print Name *Elgie Dee*

Oath of Office

I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the united states and the constitution of the state of Utah, and that I will discharge the duties of my office with fidelity.

Sign *Elgie Dee*

Date *June 21, 2022*

Print Name *Elgie Dee*

Attested

I, (name) *James Francom*, who am (job title) *Chief Deputy Clerk* with the San Juan County Clerk's Office, hereby attest that the above Election Worker's Practices and Oath was provided and administered to the above signed election worker.

Sign *James Francom*

Date *6/21/22*

Print Name *James Francom*

Election Worker Practices and Oath

(For Contracted Election Workers)

General Policies and Code of Conduct

It is the policy of this office to take any necessary steps to ensure the complete privacy and integrity of the election process. The policies and procedures of this manual are in place to maintain a voter's Constitutional Right to a secret ballot; ensure that the progress of any candidate or issue is released only through proper channels and in accordance with Utah Law; and that the ballots are processed uniformly through each step of the process.

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Disclosing Voter's Choice(s)

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- (2) *A person who violates this section is guilty of a class A misdemeanor.*

Altering Vote Counts or Election Returns

The standards of Utah Code 20A-3a-801 will be applied to resolve any questions that arise when evaluating a voter's ballot choices.

Utah Code 20A-4-502 Altering Vote Count or Returns

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 - (a) *willfully add to or subtract from the votes actually cast at an election in any election returns; or*
 - (b) *Alter any election returns.*
- (2) *Any person who violates this section is guilty of a third degree felony.*

Watchers and Observers

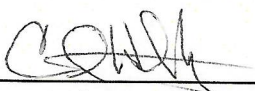
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I have read and understand the policies listed in this document and will adhere to them.

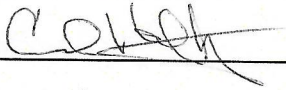
Sign 
(Contracted Election Worker)

Date 06/21/22

Print Name Carl Holiday

Oath of Office

I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the united states and the constitution of the state of Utah, and that I will discharge the duties of my office with fidelity.

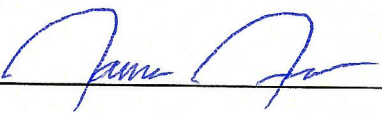
Sign 

Date 06/21/22

Print Name Carl Holiday

Attested

I, (name) James Francom, who am (job title) Chief Deputy Clerk with the San Juan County Clerk's Office, hereby attest that the above Election Worker's Practices and Oath was provided and administered to the above signed election worker.

Sign 

Date 6/21/22

Print Name James Francom

Election Worker Practices and Oath

(For Contracted Election Workers)

General Policies and Code of Conduct

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Disclosing Voter's Choice(s)

Utah Code 20A-3a-806 Officer or watcher Revealing Vote

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- (2) *A person who violates this section is guilty of a class A misdemeanor.*

Altering Vote Counts or Election Returns

The standards of Utah Code 20A-3a-801 will be applied to resolve any questions that arise when evaluating a voter's ballot choices.

Utah Code 20A-4-502 Altering Vote Count or Returns

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I have read and understand the policies listed in this document and will adhere to them.

Sign Ann Marie Burgess
(Contracted Election Worker)

Date 6/23/2022

Print Name Ann Marie Burgess

Oath of Office

I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the united states and the constitution of the state of Utah, and that I will discharge the duties of my office with fidelity.

Sign Ann Marie Burgess

Date 6/23/2022

Print Name Ann Marie Burgess

Attested

I, (name) Megan Gallegos, who am (job title) Deputy Clerk with the San Juan County Clerk's Office, hereby attest that the above Election Worker's Practices and Oath was provided and administered to the above signed election worker.

Sign Megan Gallegos

Date 6.23.2022

Print Name Megan Gallegos

Election Worker Practices and Oath

(For Contracted Election Workers)

General Policies and Code of Conduct

It is the policy of this office to take any necessary steps to ensure the complete privacy and integrity of the election process. The policies and procedures of this manual are in place to maintain a voter's Constitutional Right to a secret ballot; ensure that the progress of any candidate or issue is released only through proper channels and in accordance with Utah Law; and that the ballots are processed uniformly through each step of the process.

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(2) A person who violates this section is guilty of a class A misdemeanor.

Altering Vote Counts or Election Returns

The standards of Utah Code 20A-3a-801 will be applied to resolve any questions that arise when evaluating a voter's ballot choices.

Utah Code 20A-4-502 Altering Vote Count or Returns

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I have read and understand the policies listed in this document and will adhere to them.

Sign Cindy B Date 6/28/2022
(Contracted Election Worker)

Print Name Cindy Badback

Oath of Office

I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the united states and the constitution of the state of Utah, and that I will discharge the duties of my office with fidelity.

Sign Cindy B Date 6/28/2022

Print Name Cindy Badback

James Francon

Attested

I, (name) Cindy Badback, who am (job title) Chief Deputy Clerk with the San Juan County Clerk's Office, hereby attest that the above Election Worker's Practices and Oath was provided and administered to the above signed election worker.

Sign James Francon Date 6/28/2022

Print Name Cindy Badback
James Francon

Independent Contractor Agreement
between
San Juan County, Utah
and
Gwen Cantsee

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 Gwen Cantsee (hereinafter "Contractor"). This contract will become effective on the date of the final party's signature. This contract will terminate on June 30, 2022

ARTICLE 2: SERVICES AND COMPENSATION

- 2.01. Contractor agrees to provide services as a Poll Worker for San Juan County. Poll worker duties include greeting and processing voters, explaining how to mark a ballot, and use of the election equipment.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to provide assignments to perform services as a Poll Worker.
- 2.03. This Contract is for an independent contractor and not for employment. Any disability, unemployment, worker's compensation, and other insurance for Contractor are provided at the Contractor's expense.
- 2.04. 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.
- 2.05. Upon the Contractor's completion of its duties under this section of this contract, San Juan County will pay the Contractor \$200 for coverage of Election Day June 28, 2022 with a minimum of 13 hours and a maximum of 14 hours and \$50 for each four hour minimum Early Voting Locations.
- 2.06. The Contractor will abide by all terms and conditions required of Poll Workers as stated in the "Election Worker Practices and Oath" which will be signed and agreed to by the Contractor prior to the Contractor engaging in Poll Worker duties. Any refusal to abide by the Election Worker Practices or Oath or refusal or failure to sign the Election Worker Practices and Oath will void this Contract. A copy of the Election Worker Practices and Oath is attached to this Contract.

ARTICLE 3: TRAVEL

3.01. 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. Those expenses have already been calculated into the contract and the Contractor will be responsible for those expenses. The County will not reimburse for mileage.

ARTICLE 4: REVOCATIONS

4.01. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective 30 days after the County has notified the Contractor the public budgeting process has insufficiently funded the San Juan County Clerk's Office for this contract.

4.02. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

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1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.

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 June 2022

Contractor

San Juan County


Gwen Cantsee

Willie Grayeyes, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor

Election Worker Practices and Oath

(For Contracted Election Workers)

General Policies and Code of Conduct

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I have read and understand the policies listed in this document and will adhere to them.

Sign Gwendolyn Cantre Date 6/23/2022
(Contracted Election Worker)
Print Name Gwendolyn Cantre

Oath of Office

I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the united states and the constitution of the state of Utah, and that I will discharge the duties of my office with fidelity.

Sign Gwendolyn Cantre Date 6/23/2022
Print Name Gwendolyn Cantre

Attested

I, (name) Megan Gallegos, who am (job title) Deputy Clerk with the San Juan County Clerk's Office, hereby attest that the above Election Worker's Practices and Oath was provided and administered to the above signed election worker.

Sign Megan Gallegos Date 6-23-2022
Print Name Megan Gallegos



COMMISSION STAFF REPORT

MEETING DATE: July 19, 2022

ITEM TITLE, PRESENTER: Approval of San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 4 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this funding is to prevent use of commercial tobacco and connect commercial tobacco users with evidence-based resources that help with cessation. Approved Tobacco Prevention and Control activities related to this grant include the following: Continuing education for staff, pilot projects, collaboration with priority populations, partnership organizations, tobacco retail permitting, compliance checks, retail education, retail inspection, community organization partnerships, youth groups, educating municipalities and retailers on age 21 laws, increasing use of Quit Services, partnership with low income services, youth partners, improving tobacco policies in low-income multi-unit housing, worksite partnerships, improving adherence to the Utah Indoor Clean Air Act, and media campaigns, and site visits, and program evaluation. Compliance checks have a specific line of funding within this grant.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

The original amount of federally reimbursed funding was \$448,800.12 from FY2021 – FY2025. The funding amount will be increased by \$221,816.73. New total funding is \$670,616.85 from FY2021 – FY2025.

For the period July 1, 2022 – April 28, 2023:

- \$12,916.67 is available from the Comprehensive Tobacco (CDC) Grant for the Period of Performance of for the above Tobacco Prevention and Control activities.
- \$72,807.00 is available from the state funded Tax Fund and MSA Grant for the period of July 1, 2022 - June 30, 2023 (4377 & 4379) and shall be allocated in accordance with the following:
 - Up to \$3,667.00 shall be reimbursed for Compliance Checks (\$96.50 per compliance check).
 - The remaining may be used for the above Tobacco Prevention and Control activities.
- \$54,437.22 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account.
- \$81,655.84 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account and shall be allocated in accordance with the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program.



**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES
CONTRACT AMENDMENT**

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2120905
Department Log Number

212700217
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 4.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** update workplan activities and add funding (\$221,816.73) for the FY23 state fiscal year.
4. **CHANGES TO CONTRACT:**
 1. Attachment B Special Provisions FY21-FY25 Amendment 4, effective 7/1/22 is replacing the Special Provisions dated 10/1/2021. Funding amounts have been established and the activities listed in Section IV Services have been updated.
 2. The contract amount is being changed. The original amount was \$448,800.12. The funding amount will be increased by \$221,816.73. New total funding is \$670,616.85. This total does not affect any previous year's contract or amendment amount.

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	CDC-RFA-DP20-2001: National State Based Tobacco Control Program	Award Number:	5 NU58DP006806-03-00
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention (CDC)/ Agency for Toxic Substances and Disease Registry (ATSDR)	Federal Award Identification Number:	NU58DP006806
CFDA Title:	NATIONAL STATE TOBACCO CONTROL PROGRAM	Federal Award Date:	5/25/2022
CFDA Number:	93.387	Funding Amount:	\$12916.67

All other conditions and terms in the original contract and previous amendments remain the same.

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2022
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.

- B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

Contract with Utah Department of Health & Human Services and San Juan County, Log # 2120905

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____ Date _____
Willie Grayeyes
County Commission Chair

By: _____ Date _____
Tracy Gruber
Executive Director, Department of
Health & Human Services

ATTACHMENT B

FY21 – FY25 AMENDMENT 4

SPECIAL PROVISIONS:

I. PARTIES

- A. This contract is between the Tobacco Prevention and Control Program acting by and through the Utah Department of Health and Human Services, hereinafter referred to as "DEPARTMENT," and the San Juan County Health Department, hereinafter referred to as "SUB-RECIPIENT." Together the DEPARTMENT and the SUB-RECIPIENT shall be referred to as the "Parties".

II. DEFINITIONS

- A. "Catalyst" means a web-based tool that manages the collaborative linkages between evaluation, work plans, logic models, strategic/state plans, and other management documents. Catalyst is the reporting tool used by the Parties to determine progress in achieving the responsibilities of this contract.
- B. "CDC" means the Center for Disease Control and Prevention.
- C. "CDC Funds" mean funding that is awarded to the Tobacco Prevention and Control Program from the Center for Disease Control and Prevention.
- D. "Compliance Checks" mean routine checks of retailers conducted by the SUB-RECIPIENT where underage buyers attempt to purchase tobacco in circumstances that would violate applicable law.
- E. "DEPARTMENT" means the Utah Department of Health and Human Services.
- F. "MSA Grant Funding" means funding allocated from the Master Settlement Agreement to the Tobacco Prevention and Control Program.
- G. "QuickBase" means a web-based application tool used by local health departments to manage and report their tobacco retailer education and enforcement activities including underage sale investigations (compliance checks), combined retailer inspection requirement, and permit suspension/revocation data.
- H. "SUB-RECIPIENT" means the San Juan County Health Department and the "Grantee," as defined and described in the agreement between the parties titled "Utah Department of Health General Provisions and Business Associate Agreement" currently in effect until 6/30/2023.
- I. "Tax Fund" means funding that is allocated to the Tobacco Prevention and Control Program from the State Tobacco Tax.
- J. "TPCP" means Tobacco Prevention and Control Program.

III. PAYMENTS

- A. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to a maximum total of \$221,816.73 for expenditures in accordance with the funding categories listed below in

Part B. The amount reimbursed is based on the number of services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report submitted to the DEPARTMENT.

- B. The amounts listed below are the maximum amount the DEPARTMENT can reimburse the SUB-RECIPIENT. Funds can only be expended as follows:
1. \$12,916.67 is available from the Comprehensive Tobacco (CDC) Grant for the Period of Performance of July 1, 2022 – April 28, 2023 (4378).
 - a. The source of funding is provided from the following program:

Federal Award Project Title:	CDC-RFA-DP20-2001: National and State Tobacco Control Program
Federal Agency:	Centers for Disease Control and Prevention (CDC)/ Agency for Toxic Substances and Disease Registry (ATSDR)
Award Number:	5 NU58DP006806-03-00
Assistance Listing Program Title:	National and State Tobacco Control Program
Assistance Listing Number:	93.387
Assistance Listing Amount:	\$ 1,256,406.00
Federal Award Date:	5/25/2022
Indirect Cost Rate:	0%
 - b. Reimbursement shall be provided for expenditures directly related to activities set forth in Section IV excluding direct service activities. Direct service activities include, but are not limited to, objectives identified in Section IV as:
 - i. Compliance Checks
 - ii. Tobacco Retail Permitting
 - iii. Retail Inspection, E-cigarette Product, and Nicotine Product Inspections
 - iv. Utah Indoor Clean Air Act (UICAA)
 - c. Closeout: SUB-RECIPIENT must submit to the pass-through entity, no later than 90 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of the Federal award.
 2. \$72,807.00 is available from the state funded Tax Fund and MSA Grant for the period of July 1, 2022 - June 30, 2023 (4377 & 4379) and shall be allocated in accordance with the following:
 - a. Up to \$3,667.00 shall be reimbursed for Compliance Checks. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT \$ 96.50 per compliance check. The compliance checks will be completed consistent with the activity found in Section IV; objective identified as Compliance Checks.
 - b. The remaining \$69,140.00 funds shall not be used for Compliance Checks but may be used for any of the remaining objectives described in Section IV.
 3. \$54,437.22 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account and shall be allocated in accordance with Utah Code 59-14-807(3)(a) for the period of July 1, 2022 - June 30, 2023 (4383). The

SUB-RECIPIENT shall use the money received in accordance with Utah Code 59-14-807 (4)(a) and Admin Rule R384-415 for enforcing:

- a. The regulation provisions described in Section 26-57-103;
 - b. The labeling requirement described in Section 26-57-104; and
 - c. The penalty provisions described in Section 26-62-305.
4. \$81,655.84 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account for the period of July 1, 2022 - June 30, 2023 (4383) and shall be allocated in accordance with Subsection (3)(d) to issue grants under the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program created in Utah Code 26A-1-129.

IV. SERVICES

The SUB-RECIPIENT shall participate in all the following activities in accordance with the funding provided as outlined in Section III.

Activity Title	SMART Objective
Continuing Education	By June 30, 2023 2 staff funded by tobacco will attend at least 1 TPCP training per quarter.
Pilot Project	By June 30, 2023 assigned LHD staff shall attend Pilot Project meetings for project identified.
Priority Populations	By June 30, 2023 implement and report on established plan to collaborate with identified priority population.
Outreach Partnerships	By June 30, 2023 provide supportive technical assistance related to tobacco prevention and/or cessation resources to 1 organization.
Tobacco Retail Permitting	By June 30, 2023 ensure that 100% of retailers are permitted.
Compliance Checks	By June 30, 2023 2 tobacco compliance checks will be completed in each tobacco retail outlet.
Retail Education	By June 30, 2023 ensure that 100% of retailers are provided education materials.
Retail Inspection, E-cigarette Product, and Nicotine Product Inspections	By June 30, 2023 conduct combined inspections in 100% retailers.
CBO Partnership	By June 30, 2023, establish 3 partnerships with community-based organizations.
Youth Groups	By June 30, 2023 lead a local youth coalition in advocating for tobacco use prevention policies and programs.
Age 21 Law	By June 30, 2023 educate 2 municipalities and 100% retailers on the minimum age of 21 for the sale of tobacco products, electronic cigarette products and other nicotine products. By June 30, 2023 facilitate at least one formal or informal learning and/or relationship building opportunity (in person or virtual) with

	retailers, municipalities and/or community groups or agencies.
Quit Services	By June 30, 2023 increase Quit Line registered calls in local area from 3 in FY21 to 4 and E-Coach registered members from 4 in FY21 to 5.
Low Income Cessation Services	By June 30, 2023 work with 1 local service that is utilized by low-income individuals to promote tobacco cessation programs.
Youth Cessation	By June 30, 2023 connect 1 community partner to youth quit services.
Low Income MUH Policy	By June 30, 2023 provide resources, training & technical assistance to 2 low income MUH properties to implement, improve and/or maintain comprehensive policies.
Worksite Policy	By June 30, 2023 work with 1 worksite to utilize the CDC Worksite Health ScoreCard to implement, improve and/or maintain environmental and employee policies.
Utah Indoor Clean Air Act (UICAA)	By June 30, 2023 respond to 100% of Utah Indoor Clean Air Act (UICAA) complaints and provide education, signage, and materials as appropriate.

V. REPORTS

- A. The SUB-RECIPIENT shall report on the progress report measure for each of their work plan activities as listed in Section IV, in the Catalyst web-based application system. Progress reports shall be submitted quarterly by the 15th of October, January, April, and July.
- B. The SUB-RECIPIENT shall report tobacco retailer related data as needed in QuickBase, a web-based application system.

VI. UTAH DEPARTMENT OF HEALTH PROGRAM ROLE

- A. The DEPARTMENT through its Tobacco Prevention and Control Program agrees to:
 1. Provide written confirmation of receipt of reports within 10 working days;
 2. Provide written feedback on results/progress within 20 working days of receiving report;
 3. Provide training and technical assistance, as requested/needed; and
 4. Conduct one (1) site visit during the contract period at a mutually agreed upon time with a jointly developed agenda.

VII. MEDIA

- A. When SUB-RECIPIENT has a DEPARTMENT-approved media campaign in their jurisdiction, SUB-RECIPIENT staff shall conduct that campaign according to the Utah Department of Health and Human Services "Way To Quit Brand Guidelines."
 1. Media campaigns include Public Service Ad (PSAs) scripts, produced PSAs, websites specifically created and included in SUB-RECIPIENT proposal for designated programming (not to include general SUB-RECIPIENT websites), brochures, flyers, posters, advertisements, incentive items and other marketing materials as detailed in the approved plan.
- B. SUB-RECIPIENT media campaign proposals must include campaign deadlines that are subject to approval by the appropriate TPCP program staff.

VIII. ADMINISTRATIVE REQUIREMENTS**A. SUB-RECIPIENT staff shall:**

1. Participate in at least one (1) site visit with DEPARTMENT program staff;
2. Attend at least one (1) TPCP training per quarter;
3. Collaborate and coordinate program evaluation with TPCP epidemiology staff and/or with DEPARTMENT'S external contracted evaluator;
 - a. TPCP epidemiology staff will be informed of tobacco-related evaluation projects and data collection efforts; and
4. Separately track and report expenses for Compliance Checks, which includes Retailer Education as part of the annual enforcement budget.
 - a. Enforcement budget shall be submitted annually or as requested by TPCP.

EXHIBIT K**Subdivision Settlement Participation Form**

Governmental Entity: San Juan County	State: Utah
Authorized Official: Brittany Ivins	
Address 1: 2975 Main St	
Address 2:	
City, State, Zip: Monticello, UT 84535	
Phone: 435-587-2128	
Email: bivins@sanjuancounty.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: Brittney Wins
 Name: Brittney Wins
 Title: San Juan County Attorney
 Date: 7/14/22

**ONE UTAH
OPIOID SETTLEMENT MEMORANDUM OF UNDERSTANDING**

1. Recitals and General Principles.

1.1. The people of the State of Utah, its counties, and its communities have been harmed by the opioid epidemic, which was caused by Pharmaceutical Supply Chain Participants.¹

1.2. The State of Utah, *ex rel.* Sean Reyes, Attorney General (the “State”), and most of the counties in Utah are separately engaged in litigation and other actions seeking to hold the Pharmaceutical Supply Chain Participants accountable for the opioid epidemic.

1.3. The Parties desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misfeasance, malfeasance, and nonfeasance throughout their respective geographic areas.

1.4. The Parties enter into this One Utah Opioid Settlement Memorandum of Understanding (“MOU”) to determine the allocation of Settlement Funds and set forth certain other terms under which the Parties may jointly agree to a Settlement.

1.5. The parties recognize that, based on settlement discussions under consideration with certain Pharmaceutical Supply Chain Participants, the anticipated amount of Settlement Funds increases as more counties, cities, and towns participate in a Settlement, and that the maximum amount of Settlement Funds may be achieved only if the State and all counties, cities, and towns agree to a Settlement. Without such global agreement within Utah, the amount of Settlement Funds is likely to be reduced.

1.6. Any Settlement will require subsequent acceptance and approval by any settling Parties of a formal written Settlement agreement, including the execution of required releases of claims.

- 1.7. By entering into this MOU, each Party reserves, in its sole discretion, its rights to:
- 1.7.1 Participate or not participate in any Settlement;
 - 1.7.2 Maintain, pursue, and prosecute its existing and potential legal claims;
 - 1.7.3 Resolve its claims as it sees fit; and
 - 1.7.4 Resolve its claims independent of the other Parties.

Provided, however, if a County elects not to enter into a settlement of the Litigation, the County shall not participate or be entitled to, Settlement Funds.

1.8. By entering this MOU, no Party is acquiescing to or giving jurisdiction over any element of its actions, including control over payment of attorney fees, to any federal court, including MDL 2804 - National Prescription Opiate Litigation. The parties enter this MOU relating to the allocation as a preliminary non-binding agreement understanding that it only provides a basis to draft formal documents which will effectuate the Parties’ agreement.

¹ Capitalized terms not defined contemporaneously are defined in Section 2.

1.9 This MOU has been drafted collaboratively by the Parties to maintain the Parties' existing or potential legal claims (to the extent legally cognizable) while allowing the Parties to cooperate in exploring all possible means of resolution.

2. Definitions.

As used in this MOU:

2.1. "Administrator" shall mean the person or entity responsible for compiling data and information from the Settling Parties.

2.2. "Approved Uses" shall mean those uses identified in Exhibit A, Opioid Settlement Funds – Approved Uses.

2.3. "County(ies)" shall mean each county that has signed this MOU on its own behalf as a political subdivision of the state pursuant to Utah Code Ann. § 17-50-101(1).

2.4. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants AmerisourceBergen, Cardinal, McKesson, and Janssen seeking to hold them accountable for the opioid epidemic, including any kind of injury caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids. It is the intent of this MOU that that the term litigation shall apply to all claims, whether or not asserted by a Party.

2.5. "Local Governments" shall mean all counties and municipalities located within the geographic boundaries of the State.

2.6. "Municipalities" shall mean those entities defined in Utah Code Ann. § 10-1-104.

2.7. "National Settlement Fund Administrator" shall mean the person or entity responsible for enforcing the provisions of any national Settlement or bankruptcy plan, whether called an "administrator," "trustee," "board," or the functional equivalent of those terms.

2.8. "Opioid Litigation Settlement Restricted Account" shall mean the restricted account established within the General Fund pursuant to Utah Code Ann. § 51-9-801.

2.9. "Party(ies)" shall mean the State and all Local Governments, whether represented by outside counsel or not, whether involved in Litigation or not, which have signed this MOU.

2.10. "Pharmaceutical Supply Chain Participant" shall mean any entity or individual that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

2.11. "Settlement" shall mean the negotiated resolution of the Litigation when that resolution has been jointly entered into by all the Parties, or if jointly entered into by fewer than all the Parties, this MOU is incorporated by the Settling Parties.

2.12. "Settlement Funds" shall mean monetary amounts obtained through a Settlement on or after the date of this MOU.

2.13. "Settling Parties" shall mean the State and any Local Governments which accept a Settlement and sign the corresponding Settlement agreement.

3. Allocation of Settlement Funds.

3.1. All Settlement Funds, other than those directed to attorney fees and costs, regardless of allocation, shall be utilized consistent with the Approved Uses, as ultimately memorialized in a written Settlement agreement which shall become an order of the Litigation courts or other tribunals, including bankruptcy courts. Compliance with the Approved Uses shall be verified as set forth in Section 7.

3.2. 50% of the Settlement Funds shall be allocated to the State ("State Share").

3.3. 50% of the Settlement Funds shall be allocated to the Settling Party Counties ("Local Government Share").

4. Mechanism for Directing Settlement Funds to Approved Uses.

4.1. The State Share shall be deposited by the National Settlement Fund Administrator into the Opioid Litigation Settlement Restricted Account and disbursed pursuant to the terms of that statute.

4.2. The Settling Party Local Governments' Share shall be distributed by the National Settlement Fund Administrator directly to each settling County pursuant to the percentages set forth in Exhibit B (adopted from <https://allocationmap.iclaimsonline.com/>) or, on County instructions, to the Utah attorney fee and expense fund established in Section 6.

5. Local Government Allocation.

5.1. As provided for in this Agreement the funds allocated to Each settling County shall be paid to the County directly and the County and its constituent municipalities may distribute the settling County's share of the Settlement Funds among all of the jurisdictions in that county in any manner they choose, consistent with the requirements set forth in the Settlements.

5.2. This Memorandum of Understanding shall apply only to settlements with AmerisourceBergen, Cardinal, McKesson, and Janssen, and provided that 95%, by population, of the litigating political subdivisions agrees to participate in the relevant settlement agreement.

6. Payment of Counsel and Litigation Expenses.

6.1. The parties anticipate that any national Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

6.2. In the event that there is a national fund established to pay attorney fees related to a Settlement (“National Fund”), the Counties may, but are not required to, in a formal Settlement agreement establish a Utah attorney fee and expense fund (“Utah Fund”) from which counsel for the Settling Parties may seek payment of their attorney fees and costs not paid from a National Fund. Prior to applying to a Utah Fund, counsel for the Settling Parties must first apply for payment of attorney fees from a National Fund, after which it may seek its fees from the Utah Fund for any deficiency.

6.3. No portion of the State Share shall be used for the payment of Settling Party Local Government attorney fees and no portion of the State Share shall be used to establish the Utah Fund; no Settling Party Local Government Settlement Funds and no part of the Utah Fund shall be used for the payment of State attorney fees.

6.4. If a Utah Fund is insufficient to pay the total amount of contingency fees to all counsel for the Settling Parties, all fees will be reduced proportionately, i.e., all fees will be reduced by the same percentage so that no counsel shall receive a higher percentage of its allowed fee than any other counsel. In other words, counsel for the Settling Parties shall apply for an allocation from a Utah Fund based on its clients’ recovery and calculated by its fee percentage in the contract, but pro-rated to the extent the Utah Fund is insufficient for complete recovery of all fees to all counsel.

6.5. In no event shall counsel for any Settling Party receive an attorney fee in excess of the amount or percentage set forth in its representation agreement or 15%, whichever is the smaller amount, nor shall counsel for any Settling Party receive reimbursement for costs and expenses in excess of its actual costs and expenses or in excess of its reimbursement rights under its representation agreement.

6.6. Counties which did not retain outside counsel may not apply to any Utah Fund for payment of any attorney fees or costs.

6.7. The Counties participating in the Settlement pursuant to this MOU shall oversee any Utah Fund. The State shall bear no responsibility and waives any right it may have to oversee any Utah Fund. All expenses in administering the Utah Fund are the responsibility of the participating Counties.

6.8. If any Party is represented by more than one law firm, the Party shall be responsible for distribution of their client’s attorney fees and costs.

6.9. Any funds remaining in the Utah Fund in excess of the amounts needed to cover private counsels’ representation agreements shall revert to the Counties according to the percentages set forth in this MOU.

7. Compliance Reporting and Accountability.

7.1. At least annually, the Administrator shall provide an up-to-date accounting of payments and uses of Settlement Funds. The Administrator shall also provide an up-to-date accounting of payments and uses of Settlement Funds upon written request of a Settling Party.

7.2. Settling Party Local Governments shall file with the Administrator on or before May 30 of each year a proposed plan detailing the anticipated use of the Settlement Funds including (1) the amount of funds it anticipates disbursing; and (2) the proposed uses of those funds. For the State, on or before May 30 of each year, the Administrator shall make available to the other Settling Parties a plan detailing the same categories of information.

7.3. Settling Party Local Governments shall file with the Administrator, and the Administrator shall make available for the State to the Settling Parties, on June 30 of each year in which Settlement Funds are received, an annual report detailing the use of the Settlement Funds received including (1) the amount of funds received by that Settling Party; (2) the allocation of the funds received (listing the recipient of a third party, the program funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. The State shall provide this information separately to the appropriate authority designated in a Settlement document.

7.4. Out of any Settlement Funds, administrative expenses shall not exceed 1% of the Settlement Funds recovered by the State or any Settling Party.

7.5. Each Settling Party shall maintain, for at least the prior five (5) years, records of expenditures of Settlement Funds and documents underlying those expenditures, so the Settling Party can verify that all Settlement Funds are utilized consistent with this MOU, including the Approved Uses.

7.6. At least annually, each Settling Party shall publish on its website a report detailing for the preceding year (1) the amount of Settlement Funds received, and (2) the allocation of any distributions from the Settling Party's Settlement allocation (listing the recipient, the amount distributed, the program funded, and disbursement terms).

7.7. If it appears to any Settling Party that another Settling Party is using or has used Settlement Funds for non-Approved Uses, the objecting Settling Party may on written request seek the documentation underlying the report(s) described in this MOU. The Settling Party receiving such request shall have fourteen (14) days to provide the requested information. The objecting Settling Party and the Settling Party receiving such request may extend the time for compliance with the request only upon mutual written agreement.

7.8. Each Settling Party may object to an allocation or expenditure of Settlement Funds by any other Settling Party solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provisions this MOU, including the Approved Uses; or (2) violates the limitations set forth in Section 7.4. with respect to compensation of the Trustee.

7.9. Following a request and production of information pursuant to Section 7.7. and when it appears that Settlement Funds are being or have been spent on non-Approved Uses, the objecting Settling Party may seek and obtain in an action in the Third District Court of Utah in Salt Lake County an injunction prohibiting the misusing Party from spending any Opioid Funds on non-Approved Uses and requiring the misusing Party to return the monies that were spent on

non-Approved Uses after notice as is required by the rules of civil procedure. So long as an action is pending, distribution to the misusing Party of Opioid Funds temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but which have not been returned by the time the action is resolved.

7.10. In an action brought pursuant to Section 7.9., attorney fees and costs shall not be recoverable.

ACCEPTED by the undersigned and executed this 14th day of July, 202~~2~~.

Signature: Mark McDonald

Name: Mark McDonald

Title: Chief Administrative Officer

Subdivision: San Juan County

Exhibit: A

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARI*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
 7. Increasing electronic prescribing to prevent diversion or forgery.
 8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Exhibit: B

**Exhibit B to One Utah Opioid Settlement MOU
County Allocations**

<u>County</u>	<u>Allocation Percentage</u>
Beaver	0.228%
Box Elder	1.464%
Cache	2.649%
Carbon	2.718%
Daggett	0.028%
Davis	8.695%
Duchesne	0.641%
Emery	0.938%
Garfield	0.147%
Grand	0.304%
Iron	1.622%
Juab	0.352%
Kane	0.439%
Millard	0.355%
Morgan	0.216%
Piute	0.022%
Rich	0.061%
Salt Lake	42.271%
San Juan	0.249%
Sanpete	1.013%
Sevier	0.661%
Summit	0.944%
Tooele	2.233%
Uintah	0.866%
Utah	15.426%
Wasatch	0.601%
Washington	4.865%
Wayne	0.109%
Weber	9.883%



COMMISSION STAFF REPORT

MEETING DATE: July 19, 2022

ITEM TITLE, PRESENTER: Canyonlands National Park and Natural Bridges National Monument Air Tour Management Plans, Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Sign letters of concurrence

SUMMARY

The Federal Aviation Administration (FAA) and the National Park Service (NPS) are continuing Section 106 consultation with the County on proposed management plans for air tours over Canyonlands National Park and Natural Bridges National Monument. Under the proposed plans, air tours would continue as they have over the past 20+ years with modifications to reduce potential visual and sound impacts to cultural resource settings. As a result of consultation and analysis, the FAA and NPS have proposed a finding of no adverse effect on historic properties and have requested County concurrence with this finding.

HISTORY/PAST ACTION

The County previously commented on the list of historic properties that could be affected by air tours.

FISCAL IMPACT

None.



U.S. Department
of Transportation
**Federal Aviation
Administration**

United States Department of Transportation
FEDERAL AVIATION ADMINISTRATION
Office of Policy, International Affairs & Environment
Office of Environment and Energy

NATIONAL PARKS AIR TOUR MANAGEMENT PROGRAM

June 24, 2022

Re: Section 106 Consultation and Finding of No Adverse Effect under Section 106 of the National Historic Preservation Act for the development of an Air Tour Management Plan for Canyonlands National Park

Nick Sandberg
County Planner
San Juan County
Public Lands Department, PO Box 9
Monticello, UT 84535

Dear Nick Sandberg:

Introduction

The Federal Aviation Administration (FAA), in coordination with the National Park Service (NPS), seeks to continue consultation with your office under Section 106 of the National Historic Preservation Act (NHPA) for the development of an Air Tour Management Plan (ATMP) for Canyonlands National Park (the Park). At this time, the FAA requests your concurrence with its proposed finding that the undertaking would have no adverse effect on historic properties, in accordance with 36 CFR 800.5(c). On this date, we are also notifying all consulting parties of this proposed finding and providing the documentation below for their review.

In accordance with the requirements of 36 CFR 800.11(e), this letter describes the undertaking, including: changes that have occurred since the draft ATMP was issued to the public; the Area of Potential Effects (APE); a description of steps taken to identify historic properties; a description of affected historic properties in the APE and the characteristics that qualify them for the National Register of Historic Places (NRHP); and an explanation of why the criteria of adverse effect are inapplicable. This letter also describes the Section 106 consultation process and public involvement for this undertaking.

The FAA initiated Section 106 consultation with the Utah State Historic Preservation Office by letter dated March 29, 2021. In a follow-up letter dated August 27, 2021, we described the proposed undertaking in more detail, proposed a preliminary APE, and provided our initial list of historic properties identified within the APE. FAA conducted additional identification efforts and provided a revised list of historic properties in our most recent correspondence dated January 27, 2022. Similar letters were sent to all consulting parties; Section 106 consultation with tribes is described below. Public involvement for this undertaking was integrated with the National Parks Air Tour Management Act (NPATMA) process. We published a notice of availability of the draft ATMP in the Federal Register on

September 3, 2021, in the Federal Register. The public comment period on the draft ATMP was September 3, 2021, through October 3, 2021. A public meeting was held September 22, 2021.

The FAA and the NPS received public comments generally encouraging the agencies to comply with Section 106 of the NHPA. One commenter referenced the Park's Foundation Document, which identifies cultural resources as fundamental resources and values, including the Salt Creek and Horseshoe Canyon archaeological districts, which are listed on the NRHP and contain important archaeological and rock art sites, including the Great Gallery in Horseshoe Canyon. The commenter stated that the Park's significant cultural resources and archaeological districts, along with the sense of remoteness and solitude could be impaired by air tours, and that without more baseline data to draw on, the degree of that impairment is a matter of conjecture upon which it is inappropriate to base park management practices.

The FAA and the NPS received eleven comments from the public related to tribal concerns. One commenter stated that there is no evidence that Section 106 consultation requirements have been met, citing FAA Order 1050.1F, Section 2-4.4, which requires FAA, when preparing a NEPA document for a proposed action that may impact Native American Tribes, to conduct government-to-government consultation with federally recognized tribes in accordance with the requirements of FAA Order 1210.20, American Indian, and Alaska Native Tribal Consultation Policy and Procedures. Other commenters stated that the ATMP needs to incorporate Native American information on cultural landscapes and should make route and flight changes to protect these values. Commenters stated that air tours need to be designed to always protect cultural resources and related cultural landscapes and ethnographic resources, such as views, that are important to Tribes. Commenters stated there was no evaluation of effects on known Tribal resources and cultural sites. Another commenter asked if Tribes have requested any areas that should be permanent no-fly zones due to culturally sensitive resources or significant areas.

Description of the Undertaking

The FAA and the NPS are developing ATMPs for multiple parks, including Canyonlands National Park. The ATMPs are being developed in accordance with NPATMA. Each ATMP is unique and therefore, each ATMP is being assessed individually under Section 106.

Commercial air tours have been operating over Canyonlands National Park for over 20 years. Since 2005, these air tours have been conducted pursuant to interim operating authority (IOA) issued by FAA in accordance with NPATMA. IOA does not provide any operating conditions (e.g., routes, altitudes, time of day, etc.) for air tours other than an annual limit of 665 air tours per year. The ATMP will replace IOA.

The FAA and the NPS have documented the existing conditions for commercial air tour operations at the Park. The FAA and the NPS consider the existing operations for commercial air tours to be an average of 2017-2019 annual air tours flown, which is 367 air tours. The agencies decided to use a three-year average because it reflects the most accurate and reliable air tour conditions based on available operator reporting, and accounts for variations across multiple years, excluding more recent years affected by the COVID 19 pandemic. Commercial air tours currently are conducted using Cessna models 172-N, 182-R, 207-207, 207-T207, 207-T207A, 208-B, and DHC-6-300, GIPPS-GA-8, and Kodiak-100-100, which are all fixed-wing aircraft. Under existing conditions, commercial air tours are conducted on the

routes shown in **Attachment A**. Commercial air tour operations presently fly between 500 feet (ft.) and 2,900 ft. above ground level (AGL) depending on the location over the Park.¹

Under existing conditions, commercial air tours over the Park are generally flown on 13 different routes, though they are not required to fly on any particular route. The operator with the vast majority of flight allocations, Redtail Aviation, conducts commercial air tours on three routes within the Park, all of which enter the Park on its northern boundary, fly southward on the western side of the Park, then loop back heading northward on the eastern side of the Park.

In response to public comment and feedback, including comments received from tribes, the FAA and NPS consolidated air tour routes and adjusted how the altitude of the routes was defined. The undertaking would result in commercial air tours being conducted along the routes shown in **Attachment B**. The new routes are based on the existing conditions but have been consolidated for safety and minimum altitudes have increased for wildlife protection and to improve visitor experiences on the ground. The ATMP will require operators to fly the designated routes. Under existing conditions, operators adhere to the routes but are not obligated to do so.

The undertaking for purposes of Section 106 is implementing the ATMP that applies to all commercial air tours over the Park and within ½ mile outside the boundary of the Park. A commercial air tour subject to the ATMP is any flight conducted for compensation or hire in a powered aircraft where a purpose of the flight is sightseeing over the Park, or within ½ mile of its boundary, during which the aircraft flies:

- (1) Below 5,000 feet above ground level (except solely for the purposes of takeoff or landing, or necessary for safe operation of an aircraft as determined under the rules and regulations of the FAA requiring the pilot-in-command to take action to ensure the safe operation of the aircraft); or
- (2) Less than one mile laterally from any geographic feature within the Park (unless more than ½ mile outside the Park boundary).

Overflights that do not meet the definition of a commercial air tour above are not subject to NPATMA and are thus outside the scope of the ATMP.

The undertaking was previously described in detail in our Section 106 consultation letter dated August 27, 2021. The following elements of the ATMP have remained unchanged since the issuance of the draft ATMP to the public, copy of which is available at:

<https://parkplanning.nps.gov/document.cfm?parkID=37&projectID=102784&documentID=114720>.

- A maximum of 367 commercial air tours are authorized per year on the routes depicted in **Attachment B**;
- The aircraft type authorized for commercial air tours include Cessna models 172-N, 182-R, 207-207, 207-T207, 208-B, and DHC-6-300, GIPPS-GA-8 and Kodiak-100-100. Any new or replacement aircraft must not exceed the noise level produced by the aircraft being replaced;
- Air tours may operate any day of the year except under circumstances provided in the bullet below;

¹ Altitude expressed in units above ground level (AGL) is a measurement of the distance between the ground surface and the aircraft, whereas altitude expressed in median sea level (MSL) refers to the altitude of aircraft above sea level, regardless of the terrain below it. Aircraft flying at a constant MSL altitude would simultaneously fly at varying AGL altitudes, and vice versa, assuming uneven terrain is present below the aircraft.

- The NPS can establish temporary no-fly periods that apply to commercial air tours for special events or planned Park management. Absent exigent circumstances or emergency operations, the NPS will provide a minimum of 15 days written notice to the operator for any restrictions that temporarily restrict certain areas or certain times of day, or 60 days written notice to the operator in advance of the no-fly period. Events may include tribal ceremonies or other similar events;
- Operators are required to equip all aircraft used for air tours with flight monitoring technology, and to report flight monitoring data as an attachment to the operator's semi-annual reports;
- When made available by Park staff, operators/pilots will take at least one training course per year conducted by the NPS. The training will include Park information that the operator can use to further their own understanding of Park priorities and management objectives as well as enhance the interpretive narrative for air tour clients and increase understanding of parks by air tour clients;
- At the request of either of the agencies, the Park staff, the local FAA Flight Standards District Office (FSDO), and the operator will meet once per year to discuss the implementation of the ATMP and any amendments or other changes to the ATMP. This annual meeting could be conducted in conjunction with any required annual training;
- For situational awareness when conducting tours of the Park, the operator will utilize frequency 122.9 and report when they enter and depart a route. The pilot should identify their company, aircraft, and route to make any other aircraft in the vicinity aware of their position;
- The FAA and the NPS are both responsible for monitoring and oversight of the ATMP.

In order to address comments received from participating tribes and other consulting parties through the Section 106 process and from members of the public submitted through the draft ATMP public review specific to potential noise and visual effects to cultural, as well as biological resources, the following changes to the undertaking at the Park have been made:

- The provision identifying the time of day during which commercial air tours may operate was revised. The draft ATMP authorized commercial air tours to operate from two hours after sunrise and two hours before sunset. The revised language states commercial air tours may operate from one hour after sunrise until three hours before sunset, as defined by the National Oceanic and Atmospheric Administration (NOAA).²
- A new subsection was added in response to questions and comments regarding the transferability of air tour allocations, or the assumption of allocations of commercial air tours by a successor corporation. The added language makes clear that annual allocations of air tours are not transferrable between operators, though they may be assumed by a successor purchaser. Conditions are included to ensure that the agencies have sufficient time to review the transaction to avoid an interruption of service and the successor operator must acknowledge and agree to the comply with the ATMP. This language is excerpted below:
Annual operations under the ATMP are non-transferable. An allocation of annual operations may be assumed by a successor purchaser that acquires an entity holding allocations under the ATMP in its entirety. In such case the prospective purchaser shall notify the FAA and the NPS of its intention to purchase the operator at the earliest possible opportunity to avoid any potential interruption in the authority to conduct commercial air

² Sunrise and sunset data is available from the NOAA Solar Calculator, <https://www.esrl.noaa.gov/gmd/grad/solcalc/>

tours under the ATMP. This notification must include a certification that the prospective purchase has read and will comply with the terms and conditions in the ATMP. The FAA will consult with the NPS before issuing new or modified operations specifications or taking other formal steps to memorialize the change in ownership.

- The agencies revised some of the language related to the quiet technology incentive, but not the incentive itself, in order to clarify that applications for the incentive will be analyzed on a case-by-case basis. The revised language is below:

The ATMP incentivizes the use of quiet technology aircraft by commercial air tour operators. Operators that have converted to quiet technology aircraft, or are considering converting to quiet technology aircraft may request to be allowed to extend air tours an additional two hours (i.e., up to one hour before sunset on all days that flights are authorized. Because aviation technology continues to evolve and advance and FAA updates its noise certification standards periodically, the aircraft eligible for this incentive will be analyzed on a case-by-case basis at the time of the operator's request to be considered for this incentive. The NPS will periodically monitor Park conditions and coordinate with FAA to assess the effectiveness of this incentive. If implementation of this incentive results in unanticipated effects on Park resources or visitor experience, further agency action may be required to ensure the protection of Park resources and visitor experience;
- In response to a comment from an operator, the Cessna 207-T207A was included as an aircraft authorized for commercial air tours;
- Minor edits were made to clearly state in various subsections that the ATMP applies not only to the area within the Park boundary, but also to areas ½ mile outside the Park boundary.
- The agencies also clarified that a plan amendment to increase the number of authorized commercial air tours per year above the 367 authorized in the ATMP would require additional environmental review. The revised language is below:

Increases to the total number of air tours authorized per year under this ATMP resulting from accommodation of a new entrant application or a request by an existing operator will require an amendment to this ATMP and additional environmental review. Notice of all amendments to this ATMP will be published in the Federal Register for notice and comment.
- Air tours will not fly lower than 2,600 ft. AGL directly under the flight path for the entirety of all air tour routes authorized by the ATMP. There are four locations on two of the designated routes where, due to topography, aircraft may be unable to maintain 2,600 feet AGL referencing the topographic high point within ½ mile of the route.
- In Section 5.0 Compliance, edits were made to make clear that the public may report suspected instances of noncompliance with the ATMP's terms, and that the applicable Flight Standards District Office would respond to written reports of noncompliance, consistent with FAA guidance.
- Clarifying edits were made to Section 8.0 Adaptive Management to make clear that adaptive management actions may occur in response to input received from tribes.

Area of Potential Effects

The APE for the undertaking was proposed in the Section 106 consultation letter dated August 27, 2021. The undertaking does not require land acquisition, construction, or ground disturbance. In establishing the APE, the FAA sought to include areas where any historic property present could be affected by noise from or sight of commercial air tours over the Park or adjacent tribal lands. The FAA considered the number and altitude of commercial air tours over historic properties in these areas to further assess the

potential for visual effects and any incremental change in noise levels that may result in alteration of the characteristics of historic properties qualifying them as eligible for listing in NRHP.

The APE for the undertaking comprises the area of the Park and a ½ mile outside the boundary of the Park, as depicted in **Attachment B** below. The FAA requested comments from all consulting parties including federally recognized tribes. The Utah State Historic Preservation Office concurred with the APE in a January 31, 2022 letter to the FAA. We received no further comments from consulting parties regarding the APE. The changes to the undertaking described above do not have the potential to cause any additional effects to historic properties. The FAA has determined the delineated APE as initially proposed adequately captures potential effects from the undertaking on historic properties and remains unchanged.

Identification of Historic Properties

Preliminary identification of historic properties relied upon data submitted by NPS Park staff about known historic properties within the Park. Section 106 consultation efforts involved outreach to tribes, the Utah State Historic Preservation Office, operators, and other consulting parties including local governments and neighboring federal land managers. Public comments submitted as part of the draft ATMP public review process also informed identification efforts.

The FAA, in cooperation with the NPS, coordinated with Park staff to identify known historic properties located within the APE. The FAA also accessed the Utah State Division of History database “The Hub,” as well as the University of Utah’s “Exploring Utah’s National Historic Landmarks and Register of Historic Places” GIS application to collect GIS data for previously identified properties both inside and outside the Park, and consulted with the tribes listed in **Attachment C** regarding the identification of any other previously unidentified historic properties that may also be located within the APE.

In addition to the historic properties identified in **Attachment C**, Park staff have informed FAA there are Traditional Cultural Properties (TCPs) located within the APE. The Hopi Tribe have identified prehistoric archaeological sites as TCPs and the entire landscape within the APE as a cultural landscape of significance to the Tribe. The TCPs within the APE are not identified on the maps in the attachments to protect the resources. The Pueblo of Acoma informed FAA that the Acoma Tribal Historic Preservation Office recognizes that Canyonlands National Park contains the cultural and archeological “footprints” of their ancestors, along with cultural landscape, shrines, and gathering places, and because they are tied to the Tribe’s present-day village of Haak’u they are also considered TCPs.

As the undertaking would not result in physical effects, the identification effort focused on identifying properties where setting and feeling are characteristics contributing to a property’s NRHP eligibility, as they are the type of historic properties most sensitive to the effects of aircraft overflights. These may include isolated properties where a cultural landscape is part of the property’s significance, rural historic districts, outdoor spaces designed for meditation or contemplation, and certain TCPs. In so doing, the FAA has taken into consideration the views of consulting parties, past planning, research and studies, the magnitude and nature of the undertaking, the degree of Federal involvement, the nature and extent of potential effects on historic properties, and the likely nature of historic properties within the APE in accordance with 36 CFR 800.4(b)(1).

In accordance with 36 CFR 800.4, the FAA has made a reasonable and good faith effort to identify historic properties within the APE. Those efforts resulted in identification of 27 historic properties within the APE, which are listed in **Attachment D** and shown in the APE map provided in **Attachment B**. The TCPs within the APE are not identified on the maps in the attachments to protect the resources.

Summary of Section 106 Consultation with Tribes

The FAA contacted 29 federally recognized tribes via letter on March 26, 2021, inviting them to participate in Section 106 consultations and requesting their expertise regarding historic properties, including TCPs that may be located within the APE. The tribes whom the FAA has contacted as part of this undertaking are included in the list of consulting parties enclosed as **Attachment C**. In response to the March 26, 2021 letter, the Pueblo of Acoma sent a letter dated December 9, 2021, in which they noted that the Pueblo claims cultural affiliation to areas within the boundaries of Canyonlands National Park. On August 27, 2021, the FAA sent the identified federally recognized tribes a Section 106 consultation letter describing the proposed undertaking in greater detail in which we proposed an APE and provided the results of our preliminary identification of historic properties.

On December 3, 2021 and December 9, 2021, the FAA sent follow-up emails to those tribes that did not respond to our prior Section 106 consultation, once again inviting them to participate in Section 106 consultations. On December 15, 2021, the FAA followed up with phone calls to those tribes that did not respond to our prior Section 106 consultation requests. The FAA received responses from three tribes expressing interest in participating in the Section 106 consultation process: Pueblo of Isleta, New Mexico; Pueblo of Picuris, New Mexico; and Pueblo of Tesuque. Four tribes asked to opt out of additional consultation for the undertaking: Kaibab Band of Paiute Indians of the Kaibab Indian Reservation; Pueblo of San Ildefonso, New Mexico; Pueblo of Sandia, New Mexico; and Santa Ana Pueblo. The Bears Ears Inter-Tribal Coalition also asked to opt out of additional consultation. The Absentee-Shawnee Tribe of Indians and Paiute Indian Tribe of Utah asked the FAA to resend consultation materials.

The FAA received comments from THPO Steven Concho of the Pueblo of Acoma in a letter dated December 9, 2021. In those comments, the Pueblo of Acoma noted they continue to claim cultural affiliation to many areas in New Mexico, Arizona, Colorado, and Utah including those within the boundaries of Canyonlands National Park. The Acoma Tribal Historic Preservation Office recognizes each of these places contains the cultural and archaeological “footprints” of their ancestors, along with cultural landscapes, shrines, and gathering places. In their comments, the Pueblo of Acoma informed the FAA that there are TCPs within the Park. The Pueblo expressed concerns about the impacts of air tours on fragile historic structures and sensitive cultural areas in and around the pueblo. It has been the experience of the Pueblo of Acoma that although they have “no-fly” periods for tribal ceremonies, unauthorized flights still occur and have lasting consequences on tribal members as they continue to mark cultural observances and practice with sensory intrusions from flights. The Pueblo additionally expressed concern about cumulative effects that occur from direct flyovers. The FAA responded in a letter dated May 19, 2022 thanking the Pueblo of Acoma for their comments pertaining to the undertaking and indicating their additional concerns had been referred to others within the FAA for further consideration outside the ATMP process. The FAA additionally invited the Pueblo to engage in Government-to-Government consultation under EO 13175 with FAA and NPS leadership at Bandelier National Monument and Canyon de Chelly National Park.

In response to the FAA’s consultation letter dated January 27, 2022, the FAA received comments from THPO Stewart B. Koyiyumptewa of the Hopi Cultural Preservation Office in a letter dated February 14, 2022. In those comments, the Hopi Tribe expressed support for the identification and avoidance of ancestral sites, indicating the Tribe considers prehistoric archaeological sites to be “footprints” and

TCPs. The Hopi Tribe requested consultation on any proposal with the potential to affect prehistoric sites and indicated they do not support marketing of ancestral cultural sites or attracting visitors through interpretation and access. Archaic people are known to Hopi People, Hopisenom, as Motisenom, First People, and the Ancestral Pueblo and Fremont people are known as Hisatsenom, People of Long Ago. Motisenom and Hisatsenom buried in the area continue to inhabit the land, and they are intimately associated with the clouds that travel out across the countryside to release the moisture that sustains all life. The Hopi Tribe determined that air tours will adversely affect cultural resources and TCPs significant to the Hopi Tribe. The FAA determined many of the comments from the Hopi Tribe were outside the scope of the undertaking, including comments regarding NPS promotion of national parks and overcrowding of visitors on the ground. The FAA responded in a letter dated April 26, 2022, thanking the Hopi Tribe for their comments pertaining to the undertaking and indicating their additional concerns had been referred to the Superintendents of Arches National Park, Canyonlands National Park, and Natural Bridges National Monument for further consideration.

Assessment of Effects

Pursuant to 36 CFR 800.16(i), an undertaking may have an effect on a historic property if the undertaking alters the characteristics that qualify the property for eligibility for listing or inclusion in the NRHP. The characteristics of the historic properties within the APE that qualify them for inclusion in the NRHP are described in **Attachment D**. Effects are considered adverse if they diminish the integrity of a property's elements that contribute to its significance. The proposed undertaking does not include land acquisition, construction, or ground disturbance and will not result in physical effects to historic properties. The FAA, in coordination with the NPS, focused the assessment of effects on the potential for adverse effects from the introduction of audible or visual elements that could diminish the integrity of the property's significant historic features.

Assessment of Noise Effects

The proposed undertaking would not alter the characteristics of historic properties within the APE because there would be no measurable change in audible effects from existing conditions. To assess the potential for the introduction of audible elements, including changes in the character of aircraft noise, the FAA and NPS considered whether there would be a change in the annual number, daily frequency, routes or altitudes of commercial air tours, as well as the type of aircraft used to conduct those tours.

Following public review of the ATMP, the FAA and NPS adjusted how the altitude of the routes was defined in response to public comments and feedback received. The ATMP authorizes the same number of annual flights as the average number of flights from 2017-2019 and maintains routes similar to what is currently flown under existing conditions, any changes to overall noise impacts associated with commercial air tours over the Park are expected to be minimal in both character and decibel level. Likewise, the ATMP authorizes the use of the models Cessna 172-N, 182-R, 207-207, 207-T207, 207-T207A, and 208-B, and DHC-6-300, GIPPS-GA-8 and Kodiak-100-100, which are all fixed-wing aircraft. Any new or replacement aircraft must not exceed the noise level produced by the aircraft being replaced.

The minimum MSL altitudes required by the ATMP, which correspond to AGLs no lower than 2,600 ft. AGL directly under the flight path for the entirety of all commercial air tour routes, increases the minimum altitude for most commercial air tour operators compared to existing operations. Directly under the flight path, 2,900 ft AGL is achieved. The change will reduce maximum noise levels at sites

directly below the commercial air tour routes. It should be noted that when the altitude of an aircraft is increased, the total area exposed to the noise from that aircraft may also increase depending on the surrounding terrain. Although the area exposed to noise might increase, this would not meaningfully affect the acoustic environment because attenuation of noise from the higher altitude would most likely reduce noise levels depending on terrain and the transient nature of the impacts.

For purposes of assessing noise impacts from commercial air tours on the acoustic environment of the Park under the National Environmental Policy Act (NEPA), the FAA noise evaluation is based on Yearly³, Day Night Average Sound Level (Ldn or DNL); the cumulative noise energy exposure from aircraft over 24 hours. The DNL analysis indicates that the undertaking would not result in any noise impacts that would be “significant” or “reportable” under FAA’s policy for NEPA.⁴

As part of the ATMP noise analysis, the NPS provided supplemental metrics to further assess the impact of commercial air tours in quiet settings. **Attachment E** provides further information about the supplemental noise metrics and presents the noise contours (i.e., graphical illustration depicting noise exposure) from the modeling.

Attachment E presents noise contours for the Time Above 35 dBA (the amount of time in minutes that aircraft sound levels are above 35 dBA) and time above 52 dBA. Noise related to commercial air tours is modeled to be greater than 35 dBA for less than 20 minutes a day within the APE and greater than 52 dBA for less than 5 minutes a day within the APE. There is one historic property in the location where the duration above 35 dBA is between 15 and 20 minutes: Kirk’s Cabin Complex. There are 11 historic properties in the location where the duration above 52 dBA is less than 5 minutes: Cave Springs Cowboy Camp, Chesler Park Cowboy Camp and Chesler Park Line Camp, D.C.C. & P. Inscription, Elephant Hill Dam, Entrance Corral, Julien Inscription, Kirk’s Cabin Complex, Lost Canyon Cowboy Camp, Unknown Corral, Neck and Cabin Springs Grazing Area, and Robber’s Roost/Under the Ledge Cultural Landscape. Because noise is modeled using conservative assumptions (see **Attachment E**) and implementing the ATMP would result in limiting the number of flights to be consistent with the three-year average of flights flown from 2017-2019 using substantially the same routes and the same aircraft, noise impacts are anticipated to be minimal under the ATMP. Because the ATMP would result in minimal changes to noise levels on historic properties compared to existing conditions, the undertaking would not diminish the integrity of any historic property’s significant historic features.

Assessment of Visual Effects

The undertaking would not alter the characteristics of historic properties within the APE because there would be no measurable change in visual effects from existing conditions. The level of commercial air tour activity under the ATMP is expected to improve or remain the same. The ATMP sets the number of commercial air tours consistent with the three-year average from 2017-2019 and implements limits on

³ Yearly conditions are represented as the Average Annual Day (AAD)

⁴ Under FAA policy, an increase in the Day-Night Average Sound Level (DNL) of 1.5 dBA or more for a noise sensitive area that is exposed to noise at or above the DNL 65 dBA noise exposure level, or that will be exposed at or above the DNL 65 dBA level due to a DNL 1.5 dBA or greater increase, is significant. FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, Exhibit 4-1. Noise increases are “reportable” if the DNL increases by 5 dB or more within areas exposed to DNL 45-60 dB, or by 3 dB or more within areas exposed to DNL 60-65 dB. FAA Order 1050.1F, Appendix B, section B-1.4.

the number of flights and times of day during which commercial air tour operators are able to operate. These limits do not currently exist.

Recognizing that some types of historic properties may be affected by visual effects of commercial air tours, the FAA and NPS considered the potential for the introduction of visual elements that could alter the characteristics of a historic property that qualifies it for inclusion in the NRHP. Aircraft are transitory elements in a scene and visual impacts tend to be relatively short. The short duration and low number of flights make it unlikely a historic property would experience a visual effect from the undertaking. Aircraft at lower altitudes may attract visual attention but are also more likely to be screened by topography.

The FAA and NPS also considered the experience of tribal members who may be conducting ceremonies or practices that could involve looking toward the sky. The ATMP includes a provision for the NPS to establish temporary no-fly periods for special events, such as tribal ceremonies or other similar events, with a minimum of 15 days' notice to the operator. It represents an improvement over existing conditions where no such provision exists.

The ATMP limits the annual number of commercial air tours to 367 tours and authorizes those tours to fly on substantially the same routes as those that are flown under existing conditions. Therefore, visual effects to historic properties are expected to be similar or slightly decrease compared to impacts currently occurring because the number of authorized flights under the ATMP will be the same as the average number of flights from 2017-2019 using substantially the same routes, although portions of the routes flown under existing conditions have been consolidated in order to limit audible and visual effects to historic properties. As a result of provisions in the ATMP such as the increase in the minimum altitude of flights, consolidation of route alignments and limits to the time-of-day flights can operate, the undertaking would not introduce visual elements that would alter the characteristics of any historic property that qualifies it for inclusion in the NRHP.

Finding of No Adverse Effect Criteria

To support a Finding of No Adverse Effect, an undertaking must not meet any of the adverse effect criteria set forth in the Advisory Council on Historic Preservation's Section 106 regulations at 36 CFR 800.5(a). This section demonstrates the undertaking does not meet those criteria. The undertaking would not have any physical impact on any property. The undertaking is located in the airspace above historic properties and would not result in any alteration or physical modifications to these resources. The undertaking would not remove any property from its location. The undertaking would not change the character of any property's use or any physical features in any historic property's setting. As discussed above, the undertaking would not introduce any auditory or visual elements that would diminish the integrity of the significant historical features of any historic properties in the APE. The undertaking would not cause any property to be neglected, sold, or transferred.

Proposed Finding and Request for Review and Concurrence

We propose that FAA and NPS approval of the undertaking would not alter the characteristics of any historic properties located within the APE as there would be minimal change in audible or visual effects from existing conditions. Based on the above analysis, the FAA and NPS propose a finding of no adverse effect on historic properties. We request that you review the information and respond whether you concur with the proposed effect finding within thirty days of receiving this letter.

Should you have any questions regarding any of the above, please contact Judith Walker at 202-267-4185 or Judith.Walker@faa.gov and copy the ATMP team at ATMPTeam@dot.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Judith Walker', with a long horizontal flourish extending to the right.

Judith Walker
Federal Preservation Officer
Senior Environmental Policy Analyst
Environmental Policy Division (AEE-400)
Federal Aviation Administration

Attachments

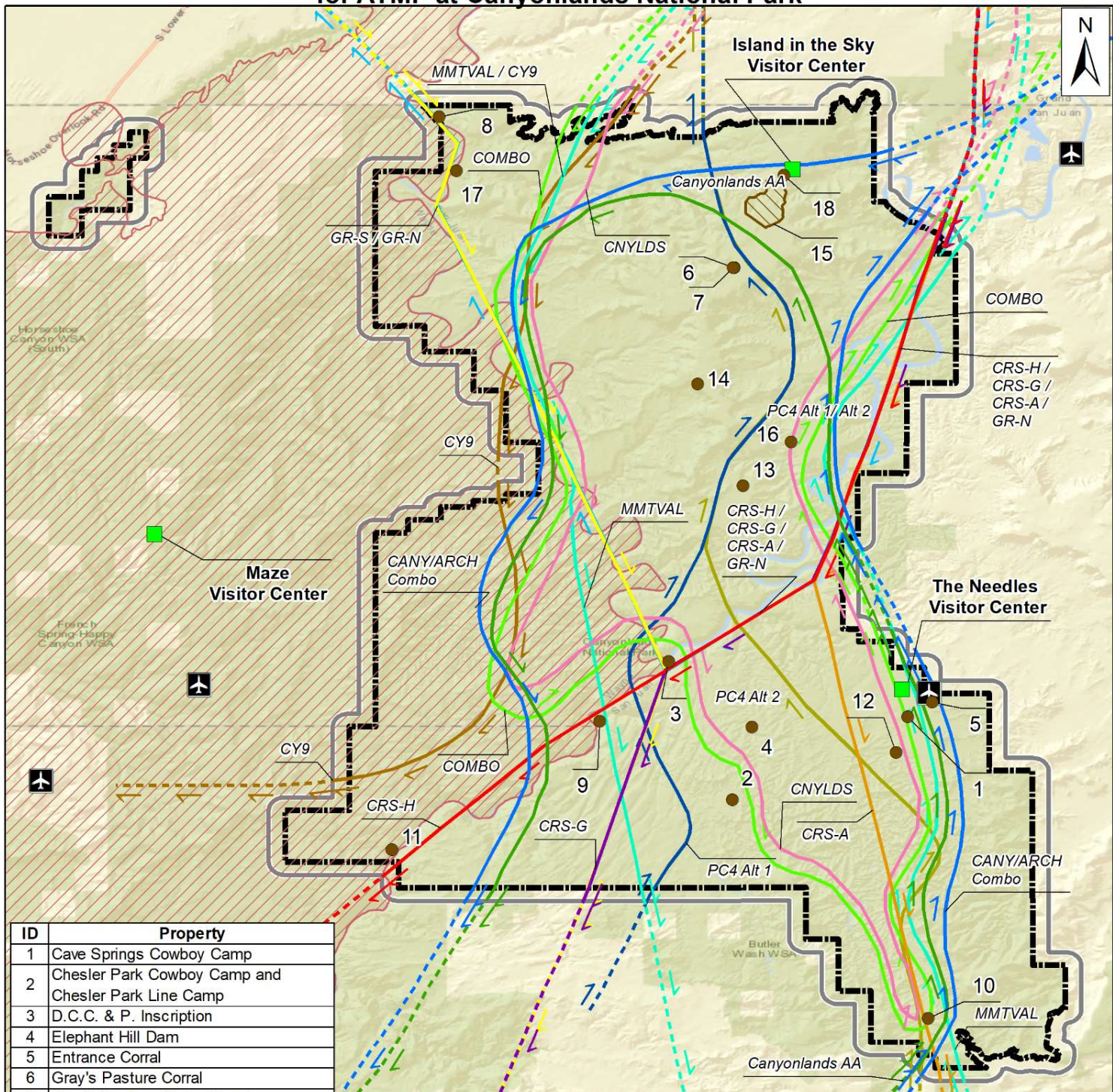
- A. Map of Existing Commercial Air Tour Routes
- B. APE Map including proposed Commercial Air Tour Routes
- C. List of Consulting Parties
- D. List of Historic Properties in the APE and Description of Historic Characteristics
- E. Methodology of NEPA Technical Noise Analysis

ATTACHMENT A

**Map of Existing Commercial Air Tour Routes
Including
Historic Properties within the APE**

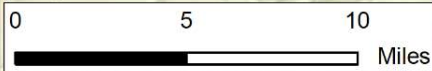
Map of Existing Commercial Air Tour Routes including Historic Properties for ATMP at Canyonlands National Park

Item 15.



ID	Property
1	Cave Springs Cowboy Camp
2	Chesler Park Cowboy Camp and Chesler Park Line Camp
3	D.C.C. & P. Inscription
4	Elephant Hill Dam
5	Entrance Corral
6	Gray's Pasture Corral
7	Gray's Pasture Water Trough
8	Green River Corral
9	Julien Inscription
10	Kirk's Cabin Complex
11	Kolb Brothers "Cat Camp" Inscription
12	Lost Canyon Cowboy Camp
13	Monument Basin Corral
14	Murphy Trail And Bridge
15	Neck And Cabin Springs Grazing Area
16	Unknown Corral
17	Upheaval Bottom Corral
18	Visitor Center Corral

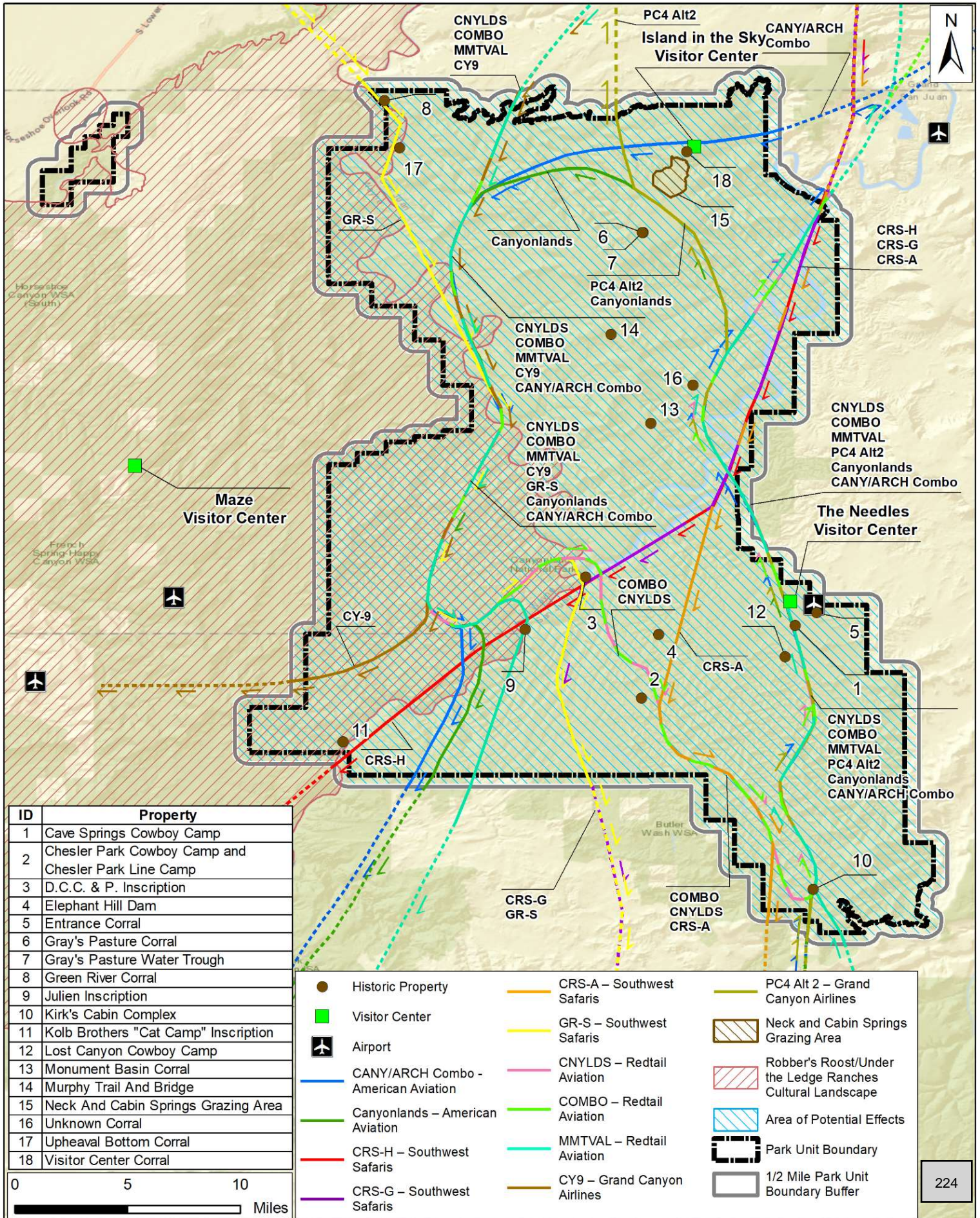
	Historic Property		GR-S – Southwest Safaris		PC4 Alt 2 – Grand Canyon Airlines
	Visitor Center		GR-N – Southwest Safaris		Neck and Cabin Springs Grazing Area
	Airport		CNYLDS – Redtail Aviation		Robber's Roost/Under the Ledge Ranches Cultural Landscape
	CANY/ARCH Combo - American Aviation		COMBO – Redtail Aviation		Park Unit Boundary
	Canyonlands – American Aviation		MMTVAL – Redtail Aviation		1/2 Mile Park Unit Boundary Buffer
	CRS-H – Southwest Safaris		CY9 – Grand Canyon Airlines		
	CRS-G – Southwest Safaris		PC4 Alt 1 – Grand Canyon Airlines		
	CRS-A – Southwest Safaris				



ATTACHMENT B

**Area of Potential Effects Map
Including
Proposed Commercial Air Tour Route**

Area of Potential Effects Map for ATMP at Canyonlands National Park (Proposed Routes)



ATTACHMENT C

List of Additional Consulting Parties Invited to Participate in Section 106 Consultation

Absentee-Shawnee Tribe of Indians
American Aviation
Bears Ears Inter-Tribal Coalition ¹
City of Moab
Dead Horse Point State Park
Friends of Cedar Mesa
Grand Canyon Airlines
Hopi Tribe of Arizona
Jicarilla Apache Nation, New Mexico
Kaibab Band of Paiute Indians of the Kaibab Indian Reservations ¹
Kewa Pueblo, New Mexico
Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada
Moapa Band of Paiute Indians
National Trust for Historic Preservation
Navajo Nation
Ohkay Owingeh, New Mexico
Old Spanish Trail Association
Paiute Indian Tribe of Utah
Public Lands Policy Coordinating Office
Pueblo of Acoma, New Mexico
Pueblo of Cochiti
Pueblo of Isleta
Pueblo of Jemez, New Mexico
Pueblo of Laguna, New Mexico
Pueblo of Nambe, New Mexico
Pueblo of Picuris, New Mexico
Pueblo of Pojoaque
Pueblo of San Ildefonso, New Mexico ¹
Pueblo of Sandia, New Mexico ¹
Pueblo of Santa Ana, New Mexico ¹
Pueblo of Taos, New Mexico
Pueblo of Tesuque
Pueblo of Zia
Redtail Aviation
San Juan County, Utah
San Juan Southern Paiute Tribe of Arizona
Southern Ute Indian Tribe of the Southern Ute Reservation Colorado
Southwest Safaris
Utah Professional Archaeological Council
Ute Indian Tribe of the Uintah & Ouray Reservation, Utah

Ute Mountain Tribe of the Ute Mountain Reservation, Colorado, New Mexico & Utah
White Mesa Ute Community
Zuni Tribe of the Zuni Reservation, New Mexico

¹Consulting party has opted out of further Section 106 consultation for the undertaking

ATTACHMENT D

List of Historic Properties in the APE and Description of Historic Characteristics

Property Name	Eligibility Status	Property Type	Significant Characteristics
Archeological Site UT V-13-17 ¹	Eligible	District	Canyonlands National Park has the greatest variety of archeological remains of any southeastern Utah National Park Service area. However, identifiable prehistoric occupation was, for the most part, limited to Pueblo period Fremont and Mesa Verde Anasazi peoples. Archeological site UT V-13-17 is significant for its potential to yield information that contributes to our understanding of human history or prehistory.
Cave Springs Cowboy Camp	Listed	Site	These resources take advantage of natural rock formations as the basis for their presence. The Cowboy Camp is formed by a rock overhang and evidences the work of man in the material culture items present including tables, chairs, cots, a cook box and stove/fire area, rather than through built features.
Chesler Park Cowboy Camp	Eligible	Site	This area was used by the Dugout Ranch as a grazing pasture for cattle, and the remnants of an old cowboy camp can still be seen on the southern side of Chesler Park.
Chesler Park Line Camp	Eligible	Site	This area was used by the Dugout Ranch as a grazing pasture for cattle, and the remnants of an old cowboy camp can still be seen on the southern side of Chesler Park.
Cowboy Rock Shelter Site ¹	Listed	Site	Rock shelter cowboy camp that was occupied intermittently from at least 1919 through the late 1960's by cowboys tending herds in Lost Canyon. It was used by cowboys working for the Scorup Sommerville Cattle Company & others.
D.C.C. & P. Inscription "B"	Listed	Site	This survey station benchmark was left in 1889 by the Robert Brewster Stanton party, who were surveying for the Denver, Colorado Canyon and Pacific railroad.

Property Name	Eligibility Status	Property Type	Significant Characteristics
Elephant Hill Dam	Eligible	Structure	The Elephant Hill Dam is a contributing structure to the proposed Chesler Park HD, including expanse of pasture, Chesler Park Line Camp, & intact historic trail routes over Elephant Hill. It is eligible under NRHP criterion A. Its significance is local and the period is 1870 – 1949.
Entrance Corral	Eligible	Building	The Entrance Corral as a discontinuous component of the Cave Springs Cowboy Camp NR site (1988 CANY MRS) is eligible under criteria A & C as contributing to the ranching theme and as an example of vernacular construction. The significance is local and the period is 1870 – 1949
Gray’s Pasture Corral	Eligible	Building	Corral used to house a structure that has subsequently been burned, interior of posts are charred from this burn. Abandoned at or before NPS cancelled grazing leases starting in 1964. Corral remains in fair condition with upright posts in place and stable. Wire remains attached to posts. Water accumulating around vegetation situated along base of several posts is creating additional deterioration of basal areas.
Gray’s Pasture Water Trough at Cabin Springs	Eligible	Structure	A livestock watering trough, which displays a similar design to the other troughs in the area.
Green River Corral	Eligible	Building	Significant as an example of the ranching theme and as an example of vernacular construction. Ranchers grazing livestock probably erected the corral.
Harvest Scene Pictograph ¹	Listed	Site	Also known as the Bird Site, located in the Maze District, it includes the well-known depiction of harvesting activities and is located on the middle fork of Horse Canyon in the Maze itself. This site was listed on the National Register of Historic Places in 1976.

Property Name	Eligibility Status	Property Type	Significant Characteristics
Horseshoe (Barrier) Canyon Pictograph Panels ¹	Listed	Site	Horseshoe Canyon contains some of the most significant rock markings in North America. The Great Gallery, the best-known pictograph panel in Horseshoe Canyon, includes well-preserved, life-sized figures with intricate designs. Other impressive sights include spring wildflowers, sheer sandstone walls, and mature cottonwood groves along the intermittent stream in the canyon bottom. Horseshoe Canyon was added to Canyonlands National Park in 1971.
Horseshoe Canyon Archeological District (Boundary Increase) ¹	Listed	District	The archeology of Horseshoe Canyon spans thousands of years of human history. Areas of significance include archeology, prehistoric art, industry, religion, and social history.
Julien Inscription (1836)	Listed	Site	The inscription is significant as evidence of trappers travels in southern Utah during the first half of the 19 th century.
Kirk's Cabin Complex	Listed	Buildings	The buildings presently located at the Kirk' s Cabin Complex are of a vernacular log ranch style, based on log building materials that were secured from locally available sources. All the resources exhibit a craftsmanship slightly higher than that typically associated with pioneer log building, particularly the use of drilled holes and wooden pegs in their construction.
Kolb Brothers "Cat Camp" Inscription	Listed	Site	The inscription is significant as evidence of the Kolb brothers exploring expedition through southern Utah in 1911.
Lost Canyon Cowboy Camp	Listed	Site	The main features of the Camp are the material culture items and inscriptions, not any built features. Material culture items present include a fully stocked cook box, benches, and various bottles and cans. The walls of the rock overhang are filled with many inscriptions and drawings left by the cowboys over the years.

Property Name	Eligibility Status	Property Type	Significant Characteristics
Monument Basin Corral	Eligible	Building	Significant as an example of the ranching theme and as an example of vernacular construction. Ranchers grazing livestock likely erected the corral
Murphy Trail and Bridge	Listed	Structure	These two structures are of vernacular style. They are constructed of locally available materials. The trail is made from stone, mostly random field stone, and earth. Parts of it follow natural ledges, a wash, and other features along its route. The bridge is constructed of logs and split logs and is of a beam design.
Neck and Cabin Springs Grazing Area	Listed	Site	The Neck and Cabin Springs Grazing Area is significant under Criterion A in the area of Agriculture, for its association with the history of livestock grazing in San Juan County, Utah. Beginning with the Taylor family in the early 1880s, the high tableland in the territory between the Colorado and Green rivers in the northwestern corner of the county provided grazing for cattle, sheep, and horses.
Robbers Roost/Under the Ledge Cultural Landscape	Eligible	Landscape	Development of the cattle industry was accompanied by the influx of outlaws and rustlers; such as the famed Butch Cassidy and his "wild bunch" who sought refuge in the Robbers Roost area just west of the Maze District
Salt Creek Archeological District ¹	Listed	District	Salt Creek Canyon holds the park's highest concentration of archeological sites, particularly many structures constructed by the ancestral Puebloan and Fremont people
Traditional Cultural Properties ¹	Eligible	TCP	The Hopi Tribe, Pueblo of Acoma, and NPS staff have informed FAA that TCPs are present within the park.
Unknown Corral	Eligible	Building	Significant as an example of the ranching theme and as an example of vernacular construction. Ranchers grazing livestock likely erected the corral.
Upheaval Bottom Corral	Eligible	Building	Significant as an example of the ranching theme and as an example of vernacular construction. Ranchers grazing livestock likely erected the corral.

Property Name	Eligibility Status	Property Type	Significant Characteristics
Visitor Center Corral	Eligible	Building	Significant as an example of the ranching theme and as an example of vernacular construction. Ranchers grazing livestock likely erected the corral.

¹The location of these properties is restricted and they are not identified on the APE Map.

ATTACHMENT E

Summary of Noise Technical Analysis from NEPA Review

There are numerous ways to measure the potential impacts from commercial air tours on the acoustic environment of a park, including intensity, duration, and spatial footprint of the noise. The metrics and acoustical terminology used for the ATMPs are shown in the table below.

Metric	Relevance and citation
Day-night average sound level, L_{dn} (or DNL)	<p>The logarithmic average of sound levels, in dBA, over a 24-hour day, DNL takes into account the increased sensitivity to noise at night by including a ten dB penalty between 10 p.m. and 7 a.m. local time.</p> <p>The FAA's indicators of significant impacts are for an action that would increase noise by DNL 1.5 dB or more for a noise sensitive area that is exposed to noise at or above the DNL 65 dB noise exposure level, or that will be exposed at or above the DNL 65 dB level due to a DNL 1.5 dB or greater increase, when compared to the no action alternative for the same timeframe⁵.</p>
Equivalent sound level, $L_{Aeq, 12\text{ hr}}$	<p>The logarithmic average of commercial air tour sound levels, in dBA, over a 12-hour day. The selected 12-hour period is 7 a.m. to 7 p.m. to represent typical daytime commercial air tour operating hours.</p> <p>Note: Both $L_{Aeq, 12\text{hr}}$ and L_{dn} characterize:</p> <ul style="list-style-type: none"> • Increases in both the loudness and duration of noise events • The number of noise events during specific time period (12 hours for $L_{Aeq, 12\text{hr}}$ and 24-hours for L_{dn}) <p>However, DNL takes into account the increased sensitivity to noise at night by including a ten dB penalty between 10 p.m. and 7 a.m. local time. If there are no nighttime events, $L_{Aeq, 12\text{hr}}$ will be three dB higher than DNL.</p>
Time Above 35 dBA ⁶	<p>The amount of time (in minutes) that aircraft sound levels are above a given threshold (i.e., 35 dBA)</p> <p>In quiet settings, outdoor sound levels exceeding 35 dB degrade experience in outdoor performance venues (ANSI 12.9-2007, Quantities And Procedures For Description And Measurement Of Environmental Sound – Part 5: Sound Level</p>

⁵ FAA Order 1050.1F, Exhibit 4-1

⁶ dBA (A-weighted decibels): Sound is measured on a logarithmic scale relative to the reference sound pressure for atmospheric sources, 20 μPa . The logarithmic scale is a useful way to express the wide range of sound pressures perceived by the human ear. Sound levels are reported in units of decibels (dB) (ANSI S1.1-1994, American National Standard Acoustical Terminology). A-weighting is applied to sound levels in order to account for the sensitivity of the human ear (ANSI S1.42-2001, Design Response of Weighting Networks for Acoustical Measurements). To approximate human hearing sensitivity, A-weighting discounts sounds below 1 kHz and above 6 kHz.

	Descriptors For Determination Of Compatible Land Use); Blood pressure increases in sleeping humans (Haralabidis et al., 2008); maximum background noise level inside classrooms (ANSI/ASA S12.60/Part 1-2010, Acoustical Performance Criteria, Design Requirements, And Guidelines For Schools, Part 1: Permanent Schools).
Time Above 52 dBA	The amount of time (in minutes) that aircraft sound levels are above a given threshold (i.e., 52 dBA) This metric represents the level at which one may reasonably expect interference with Park interpretive programs. At this background sound level (52 dB), normal voice communication at five meters (two people five meters apart), or a raised voice to an audience at ten meters would result in 95% sentence intelligibility. ⁷
Maximum sound level, L_{max}	The loudest sound level, in dBA, generated by the loudest event; it is event-based and is independent of the number of operations. L_{max} does not provide any context of frequency, duration, or timing of exposure.

For aviation noise analyses under the National Environmental Policy Act (NEPA), the FAA determines the cumulative noise energy exposure of individuals resulting from aviation activities in terms of an Average Annual Day (AAD). However, because ATMP operations in the park occur at low annual operational levels and are highly seasonal in nature it was determined that a peak day representation of the operations would more adequately allow for disclosure of any potential impacts. A peak day has therefore been used as a conservative representation of assessment of AAD conditions required by FAA policy.

The 90th percentile day was identified for representation of a peak day and derived from the busiest year of commercial air tour activity from 2017-2019, based on the total number of commercial air tour operations and total flight miles over the Park. It was then further assessed for the type of aircraft and route flown to determine if it is a reasonable representation of the commercial air tour activity at the Park.

For the Park, the 90th percentile day was identified as the following:

- one flight on the Redtail Aviation “combo” route using a CE-172 aircraft
- two flights on the Redtail Aviation “combo” route using a CE-207 aircraft

Noise contours for the following acoustic indicators were developed using the Federal Aviation Administration's Aviation Environmental Design Tool (AEDT) version 3d and are provided below. A noise contour presents a graphical illustration or “footprint” of the area potentially affected by the noise.

- Time above 35 dBA (minutes) - Figure 1
- Time above 52 dBA (minutes) – Figure 2
- Equivalent Sound Level or $L_{Aeq, 12hr}$ (over 12 hours)
 - Note 1: Contours are not presented for $L_{Aeq, 12hr}$ as the average sound levels were below 35 dBA for the ATMP modeled for the Park.

⁷ Environmental Protection Agency. Information on Levels of Noise Requisite to Protect the Public Health and Welfare with an Adequate Margin of Safety, March 1974.

- Note 2: Contours are not presented for L_{dn} (or DNL) as it is arithmetically three dBA lower than $L_{Aeq, 12hr}$ if there are no nighttime events, which is the case for the ATMP modeled for the Park.
- Maximum sound level or L_{max} – Figure 3

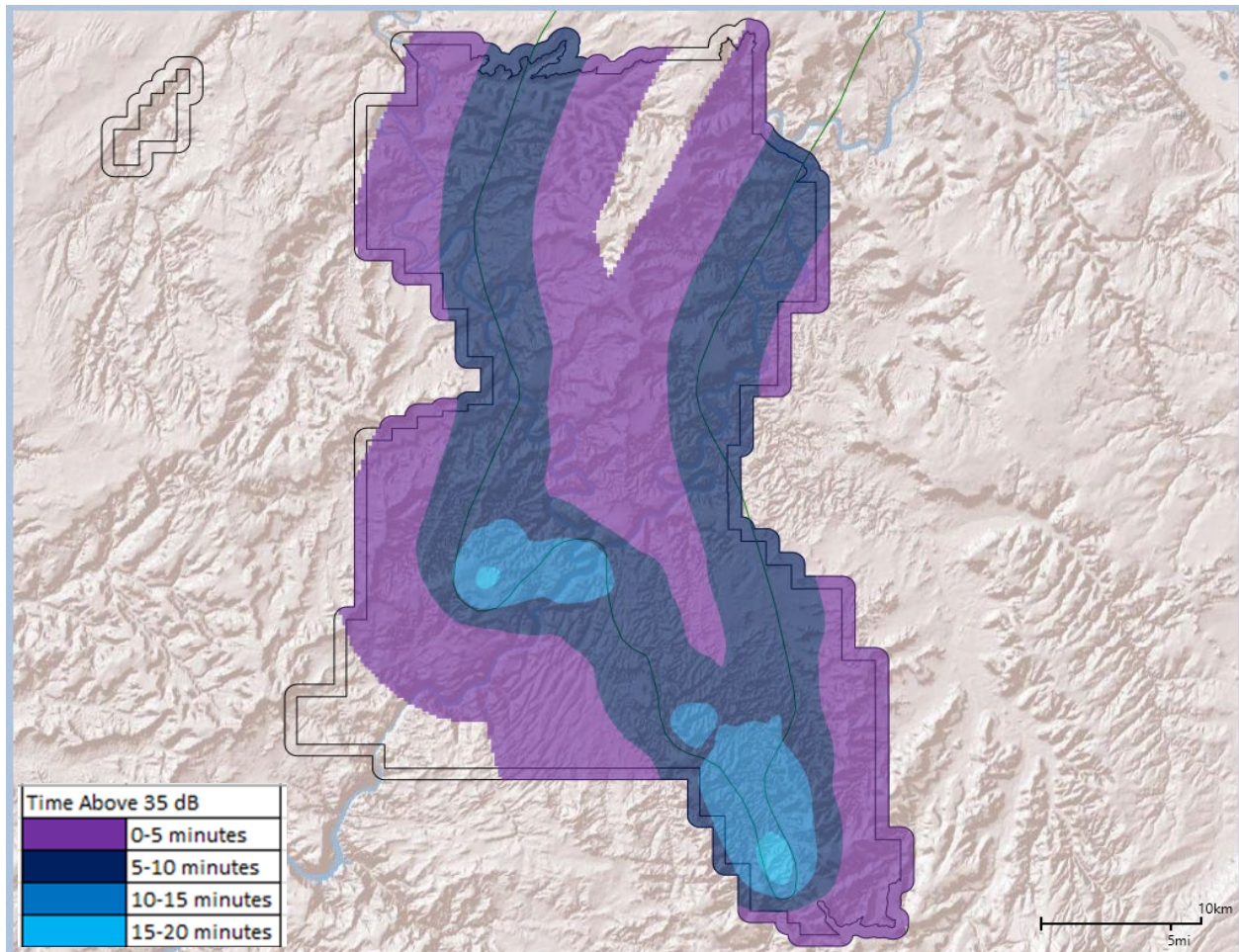


Figure 1. Noise contour results for Time Above 35 dBA

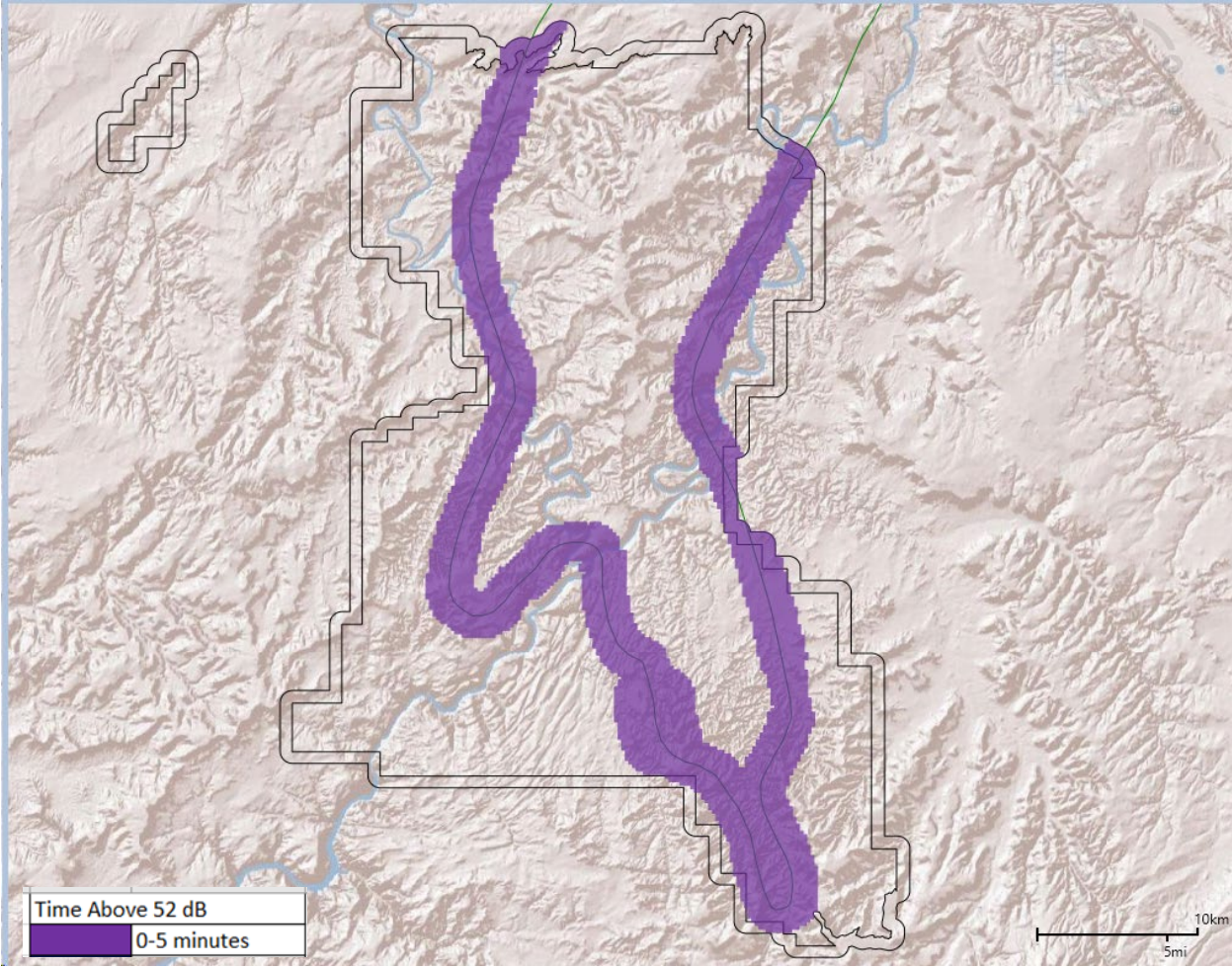


Figure 2. Noise contour results for Time Above 52 dBA

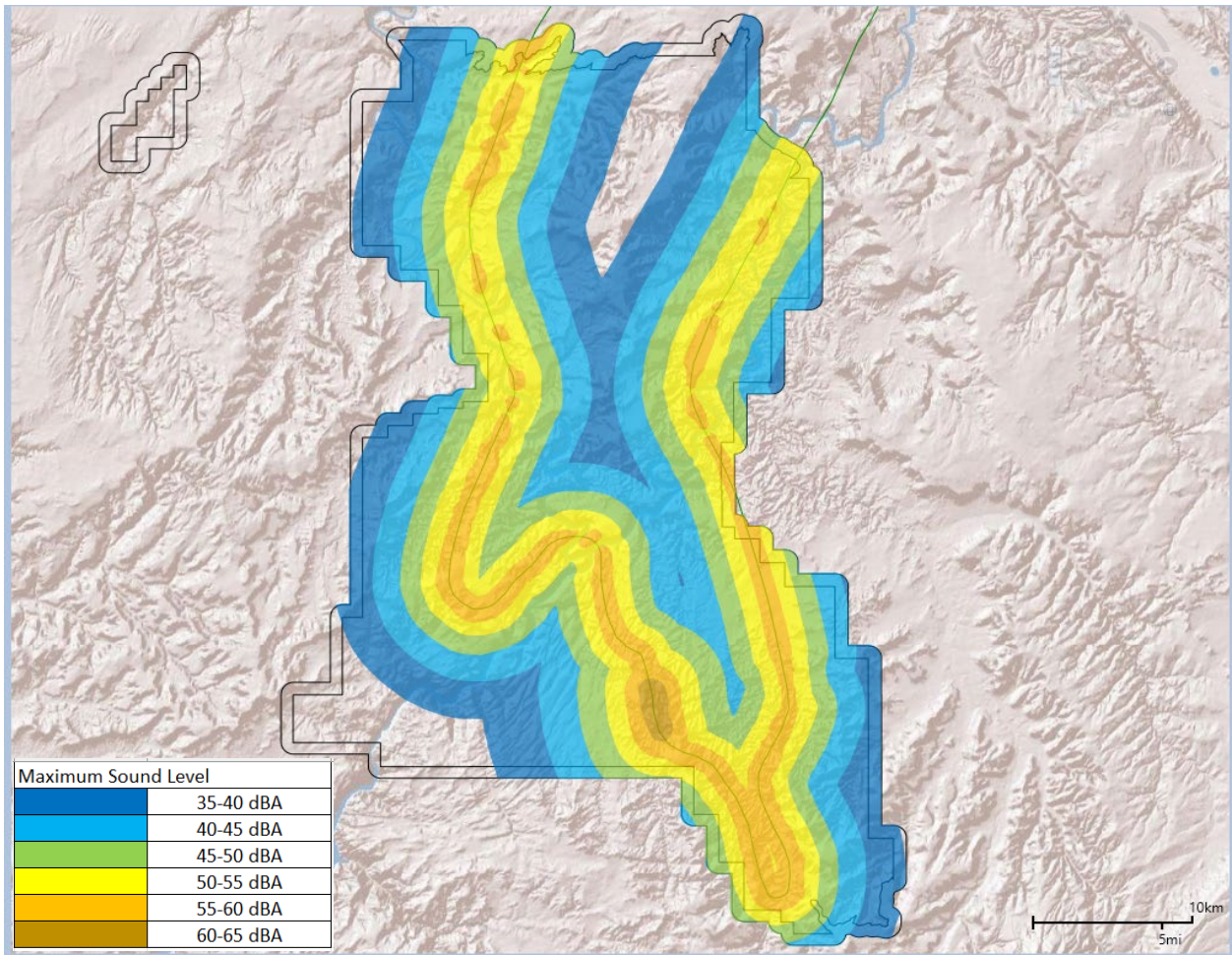


Figure 3. Noise contour results for L_{max}



U.S. Department
of Transportation
**Federal Aviation
Administration**

United States Department of Transportation
FEDERAL AVIATION ADMINISTRATION
Office of Policy, International Affairs & Environment
Office of Environment and Energy

NATIONAL PARKS AIR TOUR MANAGEMENT PROGRAM

June 24, 2022

Re: Section 106 Consultation and Finding of No Adverse Effect under Section 106 of the National Historic Preservation Act for the development of an Air Tour Management Plan for Natural Bridges National Monument

Nick Sandberg
San Juan County Planner
Public Lands Planning Department
PO BOX 9
Monticello, UT 84535

Dear Nick Sandberg:

Introduction

The Federal Aviation Administration (FAA), in coordination with the National Park Service (NPS), seeks to continue consultation with your office under Section 106 of the National Historic Preservation Act (NHPA) for the development of an Air Tour Management Plan (ATMP) for Natural Bridges National Monument (Park). At this time, the FAA requests your concurrence with its proposed finding that the undertaking would have no adverse effect on historic properties, in accordance with 36 CFR 800.5(c). On this date, we are also notifying all consulting parties of this proposed finding and providing the documentation below for their review.

In accordance with the requirements of 36 CFR 800.11(e), this letter describes the undertaking, including: changes that have occurred since the draft ATMP was issued to the public; the Area of Potential Effects (APE); a description of steps taken to identify historic properties; a description of affected historic properties in the APE and the characteristics that qualify them for the National Register of Historic Places (NRHP); and an explanation of why the criteria of adverse effect are inapplicable. This letter also describes the Section 106 consultation process and public involvement for this undertaking.

The FAA initiated Section 106 consultation with the Utah State Historic Preservation Office by letter dated March 29, 2021. In a follow-up letter dated August 27, 2021, we described the proposed undertaking in more detail, proposed a preliminary APE and provided our initial list of historic properties identified within the APE. FAA conducted additional identification efforts and provided a revised list of historic properties in our most recent correspondence dated January 27 and January 28, 2022. Similar letters were sent to all consulting parties; Section 106 consultation with tribes is described below. Public involvement for this undertaking was integrated with the National Parks Air Tour Management

Act (NPATMA) process. We published a notice of availability of the draft ATMP in the Federal Register on September 3, 2021. The public comment period on the draft ATMP was September 3, 2021, through October 3, 2021. A public meeting was held September 23, 2021.

The FAA and the NPS received a few public comments about potential impacts on soundscapes from commercial air tours. However, none of those commenters expressed specific concerns regarding such impacts to historic properties. One comment generally encouraged the agencies to comply with Section 106 of the NHPA. Another commenter referenced the Park's Foundation Document¹ which identifies cultural resources as fundamental resources and values, including the entire monument, which is listed on the NRHP and contains important archeological sites. The commenter stated that the Park's significant cultural resources and archeological districts, along with the sense of remoteness and solitude, could be impaired by air tours and that without more baseline data to draw on, the degree of that impairment is a matter of conjecture upon which it is inappropriate to base park management practices.

The FAA and the NPS received two comments from the public related to tribal concerns. Commenters stated that there was a lack of justification to allow air tours at the expense of protecting the natural soundscape in the Park and that the agencies failed to provide acoustic measurements, evaluate impacts on Park resources and visitor experience, or conduct Tribal consultation regarding the protection of sacred sites. Commenters also stated that the ATMP needs to incorporate Native American information on cultural landscapes and make route and flight changes to protect these values given the current flight paths are located over three natural bridges, which are culturally significant to associated tribes. Commenters noted that air tours need to be designed to always protect cultural resources and related cultural landscapes and ethnographic resources, such as views, that are important to Native Americans. Commenters stated there was no evaluation of effects on known tribal resources and cultural sites. One commenter referenced the ATMP FAQ document.²

Description of the Undertaking

The FAA and the NPS are developing ATMPs for multiple parks, including Natural Bridges National Monument. The ATMPs are being developed in accordance with NPATMA. Each ATMP is unique and therefore, each ATMP is being assessed individually under Section 106.

Commercial air tours have been operating over Natural Bridges National Monument for over 20 years. Since 2005, these air tours have been conducted pursuant to interim operating authority (IOA) issued by FAA in accordance with NPATMA. IOA does not provide any operating conditions (e.g., routes, altitudes, time of day, etc.) for air tours other than an annual limit of 96 air tours per year. The ATMP will replace IOA.

The FAA and the NPS have documented the existing conditions for commercial air tour operations at the Park. The FAA and the NPS consider the existing operations for commercial air tours to be an average of 2017-2019 annual air tours flown, which is 73 air tours. The agencies decided to use a three-year average because it reflects the most accurate and reliable air tour conditions based on available operator reporting, and accounts for variations across multiple years, excluding more recent years affected by the COVID 19 pandemic. Commercial air tours currently are conducted using Cessna models

¹ <https://www.nps.gov/nabr/learn/management/foundation-document.htm>

² <https://parkplanning.nps.gov/document.cfm?parkID=81&projectID=102783&documentID=114737>

172-N, 182-R, 207-207, and 207-T207A, GIPPS-GA-8 and Kodiak-1000, which are all fixed-wing aircraft. Under existing conditions, commercial air tours are conducted on the routes shown in **Attachment A**. Commercial air tour operations presently fly no lower than 2,600 feet (ft) above ground level (AGL) referencing the topographic high point within ½ mile of the flight path for the entirety of all air tour routes authorized by the ATMP.³

Under existing conditions, commercial air tours over the Park are generally flown on five different routes though the operators are not required to fly any specific route. Two operators fly routes that enter the Park from three different ends of the Park; from the north, west and east. Redtail Aviation flies a single route which enters the Park at the northeast corner traveling in a southwesterly direction, before traveling west near Zeke's Tree, where the route turns in a southerly direction passing Owachomo Bridge Trail, prior to exiting the Park near the southeastern corner. The route flies over the Park and ½ mile buffer for approximately eight flight miles, allowing air tours to avoid flying over the majority of the Park's area. Southwest Safaris flies four different routes over the Park. Routes travel in a northerly, easterly, southerly, or westerly direction and pass the major geologic features in the Park. The respective routes fly over the Park and ½ mile buffer for between approximately six and nine flight miles, avoiding the majority of the Park's area.

The undertaking for purposes of Section 106 is implementing the ATMP that applies to all commercial air tours over the Park and within ½ mile outside the boundary of the Park. A commercial air tour subject to the ATMP is any flight conducted for compensation or hire in a powered aircraft where a purpose of the flight is sightseeing over the Park, or within ½ mile of its boundary, during which the aircraft flies:

- (1) Below 5,000 feet above ground level (except solely for the purposes of takeoff or landing, or necessary for safe operation of an aircraft as determined under the rules and regulations of the FAA requiring the pilot-in-command to take action to ensure the safe operation of the aircraft); or
- (2) Less than one mile laterally from any geographic feature within the Park (unless more than ½ mile outside the Park boundary).

Overflights that do not meet the definition of a commercial air tour above are not subject to NPATMA and are thus outside the scope of the ATMP.

In response to public comment and feedback, including comments received from tribes, the FAA and NPS consolidated air tour routes and adjusted how the altitude of the routes was defined. The undertaking would result in commercial air tours being conducted along the routes shown in **Attachment B**. The new routes are similar to the existing conditions, except the yellow route has been eliminated. This moves air tours away from the historic Photo-Voltaic System. Altitudes have been slightly adjusted specific to the direction of each route in order to deconflict the airspace. The ATMP will require operators to fly the designated routes. Under existing conditions, operators adhere to the routes but are not obligated to do so.

³ Altitude expressed in units above ground level (AGL) is a measurement of the distance between the ground surface and the aircraft, whereas altitude expressed in median sea level (MSL) refers to the altitude of aircraft above sea level, regardless of the terrain below it. Aircraft flying at a constant MSL altitude would simultaneously fly at varying AGL altitudes, and vice versa, assuming uneven terrain is present below the aircraft.

The undertaking was previously described in detail in our Section 106 consultation letter dated August 27, 2021. The following elements of the ATMP have remained unchanged since the issuance of the draft ATMP to the public.

- A maximum of 73 commercial air tours are authorized per year on the routes depicted in **Attachment B**;
- Air tours will not fly lower than 2,600 ft. AGL referencing the topographic high point within ½ mile of the flight path for the entirety of all air tour routes authorized by this ATMP;
- The aircraft type authorized for commercial air tours include Cessna models 172-N, 182-R, 207-207, and 207-T207A, and GIPPS-GA-8 and Kodiak-1000. Any new or replacement aircraft must not exceed the noise level produced by the aircraft being replaced;
- Air tours may operate any day of the year except under circumstances provided in the bullet below;
- The NPS can establish temporary no-fly periods that apply to commercial air tours for special events or planned Park management. Absent exigent circumstances or emergency operations, the NPS will provide a minimum of 15 days written notice to the operator for any restrictions that temporarily restrict certain areas or certain times of day, or 60 days written notice to the operator in advance of the no-fly period. Events may include tribal ceremonies or other similar events.;
- Operators are required to equip all aircraft used for air tours with flight monitoring technology, and to report flight monitoring data as an attachment to the operator's semi-annual reports;
- When made available by Park staff, operators/pilots will take at least one training course per year conducted by the NPS. The training will include Park information that the operator can use to further their own understanding of Park priorities and management objectives as well as enhance the interpretive narrative for air tour clients and increase understanding of parks by air tour clients;
- At the request of either of the agencies, the Park staff, the local FAA Flight Standards District Office (FSDO), and the operator will meet once per year to discuss the implementation of the ATMP and any amendments or other changes to the ATMP. This annual meeting could be conducted in conjunction with any required annual training;
- For situational awareness when conducting tours of the Park, the operator will utilize frequency 122.9 and report when they enter and depart a route. The pilot should identify their company, aircraft, and route to make any other aircraft in the vicinity aware of their position;
- The FAA and the NPS are both responsible for monitoring and oversight of the ATMP.

In order to address comments received from participating tribes and other consulting parties through the Section 106 process and from members of the public submitted through the draft ATMP public review specific to potential noise and visual effects to cultural, as well as biological, resources, the following changes to the undertaking at the Park have been made:

- The provision identifying the time of day during which commercial air tours may operate was revised. The draft ATMP authorized commercial air tours to operate from two hours after sunrise and two hours before sunset. The revised language states commercial air tours may operate from one hour after sunrise until three hours before sunset, as defined by the National Oceanic and Atmospheric Administration (NOAA).⁴

⁴Sunrise and sunset data is available from the NOAA Solar Calculator, <https://www.esrl.noaa.gov/gmd/grad/solcalc/>

- A new subsection was added in response to questions and comments regarding the transferability of air tour allocations, or the assumption of allocations of commercial air tours by a successor corporation. The added language makes clear that annual allocations of air tours are not transferrable between operators, though they may be assumed by a successor purchaser. Conditions are included to ensure that the agencies have sufficient time to review the transaction to avoid an interruption of service and the successor operator must acknowledge and agree to the comply with the ATMP. This language is excerpted below:

Annual operations under the ATMP are non-transferable. An allocation of annual operations may be assumed by a successor purchaser that acquires an entity holding allocations under the ATMP in its entirety. In such case the prospective purchaser shall notify the FAA and the NPS of its intention to purchase the operator at the earliest possible opportunity to avoid any potential interruption in the authority to conduct commercial air tours under the ATMP. This notification must include a certification that the prospective purchase has read and will comply with the terms and conditions in the ATMP. The FAA will consult with the NPS before issuing new or modified operations specifications or taking other formal steps to memorialize the change in ownership.
- The agencies revised some of the language related to the quiet technology incentive, but not the incentive itself, in order to clarify that applications for the incentive will be analyzed on a case-by-case basis. The revised language is below:

The ATMP incentivizes the use of quiet technology aircraft by commercial air tour operators. Operators that have converted to quiet technology aircraft, or are considering converting to quiet technology aircraft may request to be allowed to extend air tours an additional two hours (i.e., up to one hour before sunset on all days that flights are authorized. Because aviation technology continues to evolve and advance and FAA updates its noise certification standards periodically, the aircraft eligible for this incentive will be analyzed on a case-by-case basis at the time of the operator's request to be considered for this incentive. The NPS will periodically monitor Park conditions and coordinate with FAA to assess the effectiveness of this incentive. If implementation of this incentive results in unanticipated effects on Park resources or visitor experience, further agency action may be required to ensure the protection of Park resources and visitor experience;
- Minor edits were made to clearly state in various subsections that the ATMP applies not only to the area within the Park boundary, but also to areas ½ mile outside the Park boundary;
- In Section 5.0 Compliance, edits were made to make clear that the public may report suspected instances of noncompliance with the ATMP's terms, and that the applicable Flight Standards District Office would respond to written reports of noncompliance, consistent with FAA guidance;
- Clarifying edits were made to Section 8.0 Adaptive Management to make clear that adaptive management actions may occur in response to input received from tribes;
- The agencies also clarified that a plan amendment, and additional environmental review, would be required in order to increase the number of authorized commercial air tours per year above the 73 authorized in the ATMP. The revised language is below:

Increases to the total number of air tours authorized under the ATMP resulting from accommodation of a new entrant application or a request by an existing operator will require an amendment to the ATMP and additional environmental review. Notice of all amendments to this ATMP will be published in the Federal Register for notice and comment.
- As a safety measure necessary to de-conflict the airspace over the Park and within the ½ mile buffer, Southwest Safaris may conduct only one commercial air tour at a time.

Area of Potential Effects

The APE for the undertaking was proposed in the Section 106 consultation letter dated August 27, 2021. The undertaking does not require land acquisition, construction, or ground disturbance. In establishing the APE, the FAA sought to include areas where any historic property present could be affected by noise from or sight of commercial air tours over the Park or adjacent tribal lands. The FAA considered the number and altitude of commercial air tours over historic properties in these areas to further assess the potential for visual effects and any incremental change in noise levels that may result in alteration of the characteristics of historic properties qualifying them as eligible for listing in NRHP.

The APE for the undertaking comprises the area of the Park and a ½ mile outside the boundary of the Park, as depicted in **Attachment B** below. The FAA requested comments from all consulting parties including federally recognized tribes. The Utah State Historic Preservation Office concurred with the APE in a January 31, 2022 letter to the FAA. We received no further comments from consulting parties regarding the APE. The changes to the undertaking described above do not have the potential to cause any additional effects to historic properties. The FAA has determined the delineated APE as initially proposed adequately captures potential effects from the undertaking on historic properties and remains unchanged.

Identification of Historic Properties

Preliminary identification of historic properties relied upon data submitted by NPS Park staff about known historic properties within the Park. Section 106 consultation efforts involved outreach to tribes, the Utah State Historic Preservation Office, operators, and other consulting parties including local governments and neighboring federal land managers. Public comments submitted as part of the draft ATMP public review process also informed identification efforts.

The FAA, in cooperation with the NPS, coordinated with Park staff to identify known historic properties located within the APE. The FAA also accessed the Utah State Division of History database “The Hub,” as well as the University of Utah’s “Exploring Utah’s National Historic Landmarks and Register of Historic Places” GIS application to collect GIS data for previously identified properties both inside and outside the Park, and consulted with the tribes listed in **Attachment C** regarding the identification of any other previously unidentified historic properties that may also be located within the APE. In addition to the historic properties identified in **Attachment D**, Park staff have informed FAA there are TCPs located within the APE. The Hopi Tribe has identified prehistoric archaeological sites as TCPs and the entire landscape within the APE as a cultural landscape of significance to the Tribe. The TCPs within the APE are not identified on the maps in the attachments to protect the resources.

As the undertaking would not result in physical effects, the identification effort focused on identifying properties where setting and feeling are characteristics contributing to a property’s NRHP eligibility, as they are the type of historic properties most sensitive to the effects of aircraft overflights. These may include isolated properties where a cultural landscape is part of the property’s significance, rural historic districts, outdoor spaces designed for meditation or contemplation, and certain TCPs. In so doing, the FAA has taken into consideration the views of consulting parties, past planning, research and studies, the magnitude and nature of the undertaking, the degree of Federal involvement, the nature and extent of potential effects on historic properties, and the likely nature of historic properties within the APE in accordance with 36 CFR 800.4(b)(1).

In accordance with 36 CFR 800.4, the FAA has made a reasonable and good faith effort to identify historic properties within the APE. Those efforts resulted in identification of 8 historic properties. All

historic properties identified within the APE are listed in **Attachment D** and shown in the APE map provided in **Attachment B**. The TCPs within the APE are not identified on the maps in the attachments to protect the resources.

Summary of Section 106 Consultation with Tribes

The FAA contacted 12 federally recognized tribes via letter on March 26, 2021, inviting them to participate in Section 106 consultations and requesting their expertise regarding historic properties, including TCPs that may be located within the APE. The tribes whom the FAA has contacted as part of this undertaking are included in the list of consulting parties enclosed as **Attachment C**. On August 27, 2021, the FAA sent the identified federally recognized tribes a Section 106 consultation letter describing the proposed undertaking in greater detail in which we proposed an APE and provided the results of our preliminary identification of historic properties.

On December 3, 2021 and December 9, 2021, the FAA sent follow-up emails to those tribes that did not respond to our prior Section 106 consultation requests, once again inviting them to participate in Section 106 consultations. On December 15, 2021, the FAA followed up with phone calls to those tribes that did not respond to our prior Section 106 consultation requests. One tribe asked to opt out of additional consultation for the undertaking: Kaibab Band of Paiute Indians of the Kaibab Indian Reservation. The Bears Ears Inter-Tribal Coalition has also asked to opt out of additional consultation.

The FAA received comments from THPO Stewart B. Koyiyumptewa of the Hopi Cultural Preservation Office in a letter dated February 14, 2022. In those comments, the Hopi Tribe expressed support for the identification and avoidance of ancestral sites, indicating the Tribe considers prehistoric archaeological sites to be “footprints” and TCPs. The Hopi Tribe requested consultation on any proposal with the potential to affect prehistoric sites and indicated they do not support marketing of ancestral cultural sites or attracting visitors through interpretation and access. Archaic people are known to Hopi People, Hopisenom, as Motisenom, First People, and the Ancestral Pueblo and Fremont people are known as Hisatsenom, People of Long Ago. Motisenom and Hisatsenom buried in the area continue to inhabit the land, and they are intimately associated with the clouds that travel out across the countryside to release the moisture that sustains all life. The Hopi Tribe determined that air tours will adversely affect cultural resources and TCPs significant to the Hopi Tribe. The FAA determined many of the comments from the Hopi Tribe were outside the scope of the undertaking, including comments regarding NPS promotion of national parks and overcrowding of visitors on the ground. The FAA responded in a letter dated April 26, 2022, thanking the Hopi Tribe for their comments pertaining to the undertaking and indicating their additional concerns had been referred to the Superintendents of Arches National Park, Canyonlands National Park, and Natural Bridges National Monument for further consideration.

In response to the January 28, 2022 Section 106 consultation letter for the ATMP at Natural Bridges National Monument, the FAA also received comments from the Moapa Band of Paiutes stating that they did not have any questions or comments concerning the ATMP or the list of historic properties within the APE.

Assessment of Effects

The undertaking could have an effect on a historic property if it alters the characteristics that qualify the property for eligibility for listing or inclusion in the NRHP. The characteristics of the historic properties within the APE that qualify them for inclusion in the NRHP are described in **Attachment D**. Effects are considered adverse if they diminish the integrity of a property’s elements that contribute to its

significance. The undertaking does not include land acquisition, construction, or ground disturbance and will not result in physical effects to historic properties. The FAA, in coordination with the NPS, focused the assessment of effects on the potential for adverse effects from the introduction of audible or visual elements that could diminish the integrity of the property's significant historic features.

Assessment of Noise Effects

The undertaking would not alter the characteristics of historic properties within the APE because there would be no measurable change in audible effects from existing conditions. To assess the potential for the introduction of audible elements, including changes in the character of aircraft noise, the FAA and NPS considered whether there would be a change in the annual number, daily frequency, routes, or altitudes of commercial air tours, as well as the type of aircraft used to conduct those tours.

Following public review of the ATMP, the FAA and the NPS consolidated the routes and adjusted how the altitude of the routes was defined in response to public comments and feedback received. The proposed routes are consolidated along an existing air tour route and would not move air tours closer to any historic properties. See **Attachments A and B**. Lateral consolidation of the routes alone would not likely affect noise modeling results, except for a potential negligible decrease in the noise footprint size.

The ATMP authorizes the same number of annual flights as the average number of flights from 2017-2019 and maintains routes similar to what is currently flown under existing conditions, any changes to overall noise impacts associated with commercial air tours over the Park are expected to be minimal in both character and decibel level. Likewise, the ATMP authorizes the use of the Cessna models 172-N, 182-R, 207-207, and 207-T207A. GIPPS-GA-8 and Kodiak-1000 fixed-wing aircraft. Any new or replacement aircraft must not exceed the noise level produced by the aircraft being replaced.

The ATMP alters aircraft altitude; it requires commercial air tours to fly at a higher minimum altitude (2,600 ft. AGL) as compared to those flown under existing conditions (1,000 ft. to 2,600 ft. AGL). The resulting increase in the minimum altitude ranges from no change to 1,600 ft. AGL; the change will reduce maximum noise levels at sites directly below the commercial air tour routes. It should be noted that when the altitude of an aircraft is increased, the total area exposed to the noise from that aircraft may also increase depending on the surrounding terrain. Although the area exposed to noise might increase, this would not meaningfully affect the acoustic environment because of the attenuation of the noise from the higher altitude would most likely reduce noise levels depending on terrain and the transient nature of the impacts.

For purposes of assessing noise impacts from commercial air tours on the acoustic environment of the Park under the National Environmental Policy Act (NEPA), the FAA noise evaluation is based on Yearly⁵, Day Night Average Sound Level (Ldn or DNL); the cumulative noise energy exposure from aircraft over 24 hours. The DNL analysis indicates that the undertaking would not result in any noise impacts that would be "significant" or "reportable" under FAA's policy for NEPA.⁶

⁵ Yearly conditions are represented as the Average Annual Day (AAD)

⁶ Under FAA policy, an increase in the Day-Night Average Sound Level (DNL) of 1.5 dBA or more for a noise sensitive area that is exposed to noise at or above the DNL 65 dBA noise exposure level, or that will be exposed at or above the DNL 65 dBA level due to a DNL 1.5 dBA or greater increase, is significant. FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, Exhibit 4-1. Noise increases are "reportable" if the DNL increases

As part of the ATMP noise analysis, the NPS provided supplemental metrics to further assess the impact of commercial air tours in quiet settings. **Attachment E** provides further information about the supplemental noise metrics and presents the noise contours (i.e., graphical illustration depicting noise exposure) from the modeling.

Attachment E presents noise contours for the Time Above 35 dBA (the amount of time in minutes that aircraft sound levels are above 35 dBA). Noise related to commercial air tours is modeled to be greater than 35 dBA for less than 10 minutes a day within the APE. There are three historic properties in the location where the duration above 35 dBA is between 5 and 10 minutes: Natural Bridges Archaeological District, Old Owachomo Viewpoint, and Owachomo Bridge Trail. Because noise is modeled using conservative assumptions (see **Attachment E**) and implementing the ATMP would result in limiting the number of flights to be consistent with the three-year average of flights flown from 2017-2019 using the same routes and the same aircraft, noise impacts are anticipated to be minimal under the ATMP. Because the ATMP would result in minimal changes to noise levels on historic properties compared to existing conditions, the undertaking would not diminish the integrity of any historic property's significant historic features.

Assessment of Visual Effects

The undertaking would not alter the characteristics of historic properties within the APE because there would be no measurable change in visual effects from existing conditions. The level of commercial air tour activity under the ATMP is expected to improve or remain the same. The ATMP sets the number of commercial air tours consistent with the three-year average from 2017-2019 and implements limits on the number of flights and times of day during which commercial air tours are able to operate. These limits do not currently exist.

Recognizing that some types of historic properties may be affected by visual effects of commercial air tours, the FAA and NPS considered the potential for the introduction of visual elements that could alter the characteristics of a historic property that qualifies it for inclusion in the NRHP. Aircraft are transitory elements in a scene and visual impacts tend to be relatively short. The short duration and low number of flights make it unlikely a historic property would experience a visual effect from the undertaking.

The FAA and NPS also considered the experience of tribal members who may be conducting ceremonies or practices that could involve looking toward the sky. The ATMP includes a provision for the NPS to establish temporary no-fly periods for special events, such as tribal ceremonies or other similar events, with a minimum of 15 days' notice to the operator. It represents an improvement over existing conditions where no such provision exists.

The ATMP limits the annual number of commercial air tours to 73 tours and maintains routes similar to those currently flown under existing conditions. Reporting data indicate that in 2017, the busiest year within the 2017-2019 reporting period comprising the three-year average, commercial air tours

by 5 dB or more within areas exposed to DNL 45-60 dB, or by 3 dB or more within areas exposed to DNL 60-65 dB. FAA Order 1050.1F, Appendix B, section B-1.4.

occurred on 69 days, leaving the Park free of commercial air tours for the vast majority of days each year (nearly 300) .

The ATMP limits the annual number of commercial air tours to 73 tours, eliminates the yellow route, and designates the remaining routes along paths similar to what is flown under existing conditions. Therefore, visual effects to historic properties are expected to slightly decrease compared to impacts currently occurring because the number of authorized flights under the ATMP will be the same or less than the average number of flights from 2017-2019, and portions of the routes have been consolidated in order to limit audible and visual effects to historic properties. As a result of provisions in the ATMP such as the increase in the minimum altitude of flights, consolidation of route alignments and limits to the time-of-day flights can operate, the undertaking would not introduce visual elements that would alter the characteristics of any historic property that qualifies it for inclusion in the NRHP.

Finding of No Adverse Effect Criteria

To support a Finding of No Adverse Effect, an undertaking must not meet any of the criteria set forth in the Advisory Council on Historic Preservation's Section 106 regulations at 36 CFR 800.5(a). This section demonstrates the undertaking does not meet those criteria. The undertaking would not have any physical impact on any property. The undertaking is located in the airspace above historic properties and would not result in any alteration or physical modifications to these resources. The undertaking would not remove any property from its location. The undertaking would not change the character of any property's use or any physical features in any historic property's setting. As discussed above, the undertaking would not introduce any auditory or visual elements that would diminish the integrity of the significant historical features of any historic properties in the APE. The undertaking would not cause any property to be neglected, sold, or transferred.

Proposed Finding and Request for Review and Concurrence

FAA and NPS approval of the undertaking would not alter the characteristics of any historic properties located within the APE as there would be minimal change in audible or visual effects from existing conditions. Based on the above analysis, the FAA and NPS propose a finding of no adverse effect on historic properties. We request that you review the information and respond whether you concur with the proposed finding within thirty days of receiving this letter.

Should you have any questions regarding any of the above, please contact Judith Walker at 202-267-4185 or Judith.Walker@faa.gov and copy the ATMP team at ATMPTeam@dot.gov.

Sincerely,



Judith Walker
Federal Preservation Officer
Senior Environmental Policy Analyst
Environmental Policy Division (AEE-400)
Federal Aviation Administration

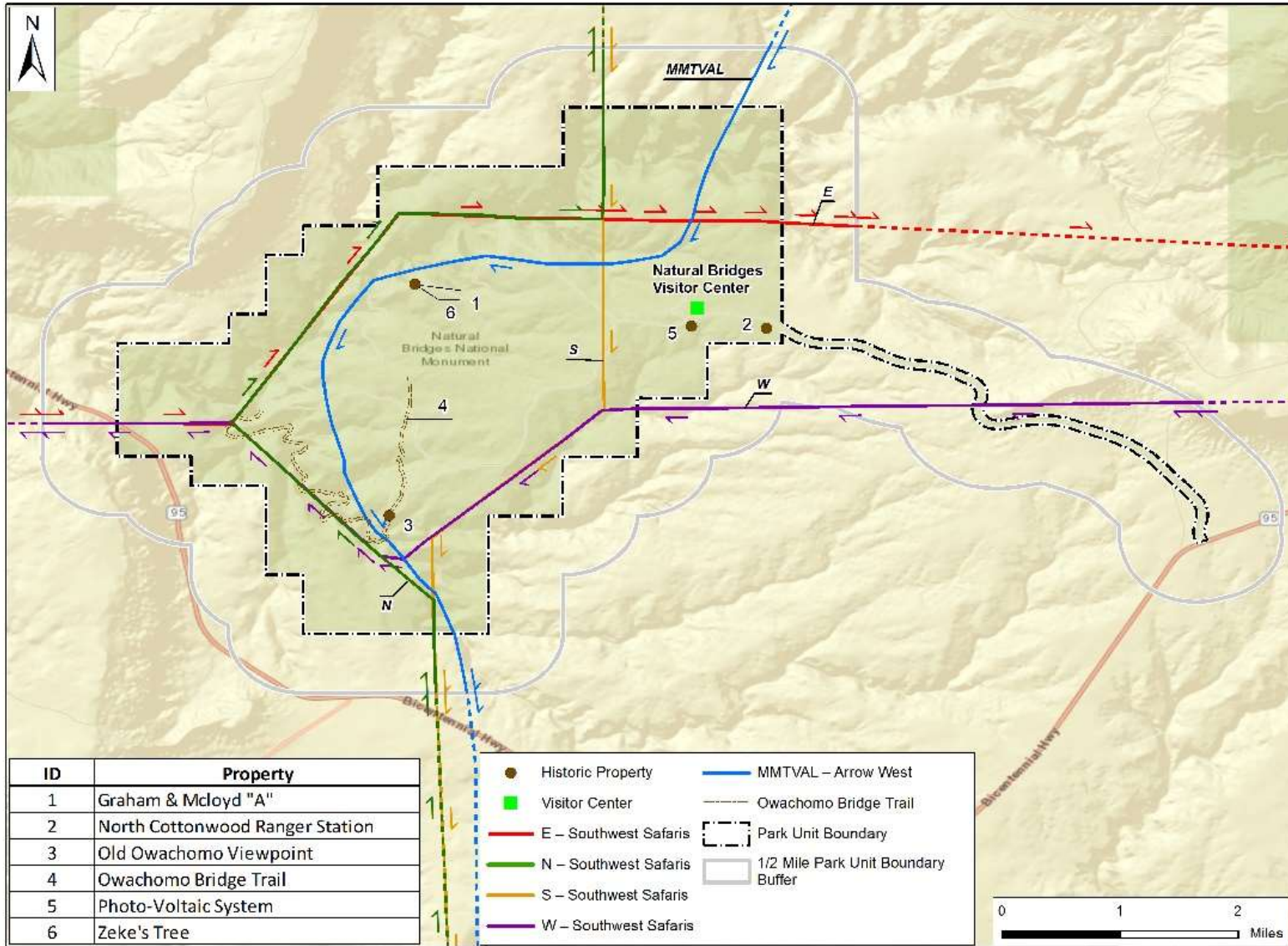
Attachments

- A. Map of Existing Commercial Air Tour Routes
- B. APE Map including proposed Commercial Air Tour Routes
- C. List of Consulting Parties
- D. List of Historic Properties in the APE and Description of Historic Characteristics
- E. Methodology of NEPA Technical Noise Analysis

ATTACHMENT A

**Map of Existing Commercial Air Tour Routes
Including
Historic Properties within the APE**

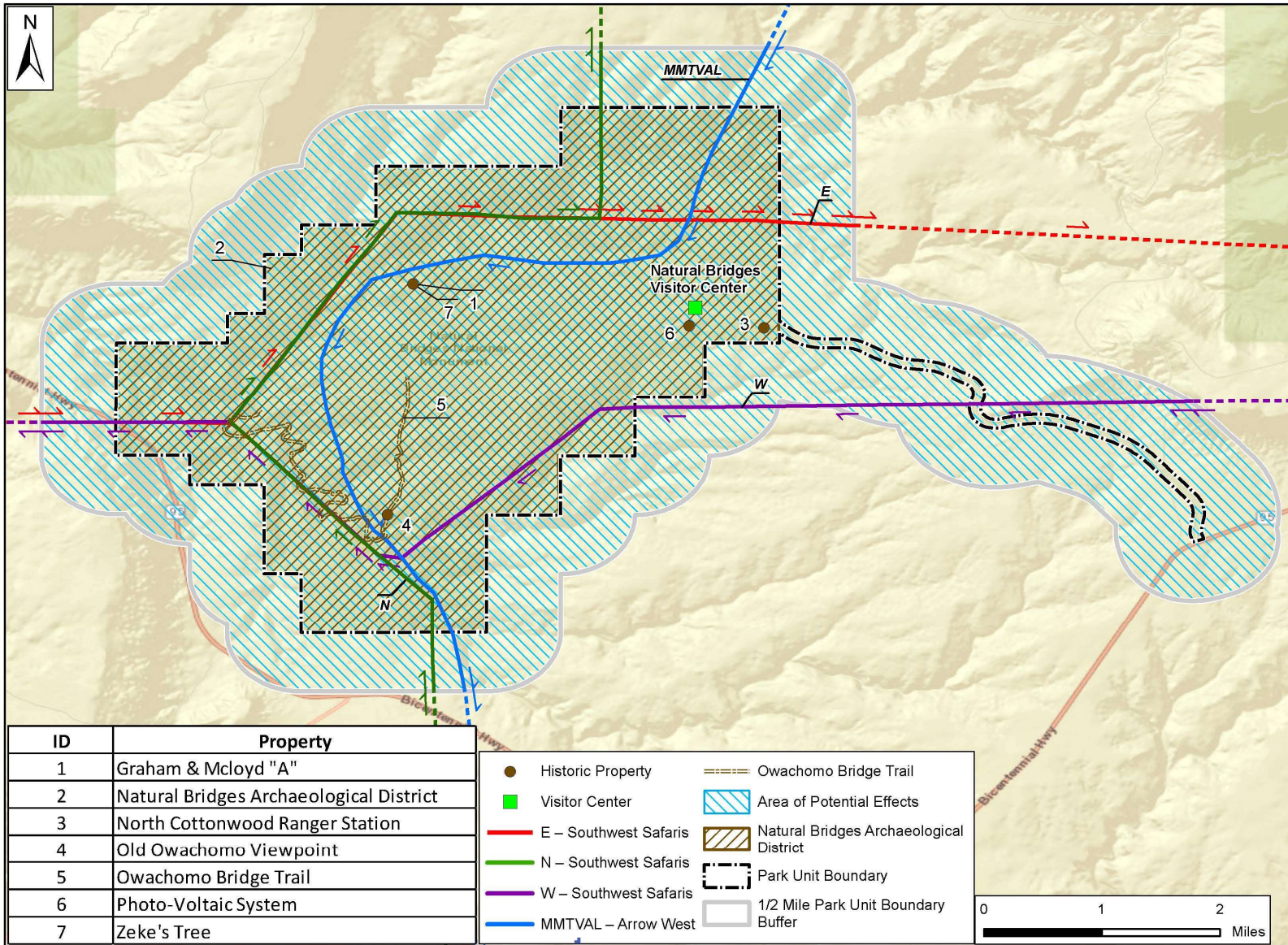
Map of Existing Commercial Air Tour Routes Including Historic Properties at Natural Bridges National Monument



ATTACHMENT B

**Area of Potential Effects Map
Including
Proposed Commercial Air Tour Route**

Area of Potential Effects Map for ATMP at Natural Bridges National Monument (Proposed Routes)



ATTACHMENT C

List of Additional Consulting Parties Invited to Participate in Section 106 Consultation

Bears Ears Inter-Tribal Coalition ¹
City of Moab
Friends of Cedar Mesa
Hopi Tribe of Arizona
Kaibab Band of Paiute Indians of the Kaibab Indian Reservations ¹
Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada
Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada
National Trust for Historic Preservation
Navajo Nation
Old Spanish Trail Association
Paiute Indian Tribe of Utah
Public Lands Policy Coordinating Office
Redtail Aviation
San Juan County, Utah
San Juan Southern Paiute Tribe of Arizona
Southern Ute Indian Tribe of the Southern Ute Reservation Colorado
Southwest Safaris
Utah Professional Archaeological Council
Ute Indian Tribe of the Uintah & Ouray Reservation, Utah
Ute Mountain Tribe of the Ute Mountain Reservation, Colorado, New Mexico & Utah
White Mesa Ute Community
Zuni Tribe of the Zuni Reservation, New Mexico

¹Consulting party has opted out of further Section 106 consultation for the undertaking

ATTACHMENT D

List of Historic Properties in the APE and Description of Historic Characteristics

Property Name	Property Type	Eligibility Status	Significant Characteristics
Natural Bridges Archaeological District	District	Eligible	<p>Repeatedly occupied and abandoned during prehistoric times, Natural Bridges was first inhabited during the Archaic period, from 7000 BC to AD 500. Only the rock art and stone tools left by hunter-gatherer groups reveal that humans lived in this area. Around AD 700, ancestors of modern Puebloan people moved onto the mesa tops for dryland farming and later left as the natural environment changed. Around AD 1100, new migrants from across the San Juan River moved into small, single-family houses near the deepest, best watered soils throughout this area. In the 1200s, farmers from Mesa Verde migrated here, but by the 1300s, the Ancestral Puebloan people migrated south. Navajos and Paiutes lived in the area during later times, and Navajo oral tradition holds that their ancestors lived among the early Puebloans.</p>
Owachomo Bridge Trail	Linear Feature	Listed	<p>This trail, built by Zeke Johnson and improved by him during his nearly twenty years as custodian of Natural Bridges National Monument. The trail served as late as 1965 as an access to Owachomo Bridge. At that point it was replaced as were many of the trails Zeke pioneered, by a road and new trails built as part of MISSION 66 changes at Natural Bridges.</p>
North Cottonwood Ranger Station	Building	Eligible	<p>Built in 1915, the guard station was restored with the US Forest Service during its Passport in Time program. Restoration took 3 years and included rebuilding the chimney, re-plastering the interior walls, replacing the floor, and restoring the roof.</p>

Property Name	Property Type	Eligibility Status	Significant Characteristics
Old Owachomo Viewpoint (Landscape)	Historic Landscape	Eligible	Owachomo Bridge is the smallest, and probably oldest, natural bridge in the park. From the viewpoint, you can see the bridge’s delicate span and surrounding landscape. You can also see the large rock mound on the left side that the bridge was named for. Owachomo is a Hopi word for “rock mound.
Zeke’s Tree	Linear Feature	Listed	See Owachomo Bridge Trail
Photo-Voltaic System		Eligible	This complex is significant as a demonstration plant using solar cells as an energy source. At the time it was dedicated in June 1980, the facility was the world’s largest solar plant at 100 kW.
Graham & McLoyd A		Eligible	Associated with Mormon pioneers, W. C. McLoyd and C. C. Graham, who carved their names on an abutment of the Kachina Bridge during the winter of 1892-93. These pioneers are considered to be some of the first pioneers to see the bridges.
Traditional Cultural Properties	TCP	Eligible	NPS staff and the Hopi Tribe have informed the FAA that TCPs are present within the Park.

ATTACHMENT E

Summary of Noise Technical Analysis from NEPA Review

There are numerous ways to measure the potential impacts from commercial air tours on the acoustic environment of a park, including intensity, duration, and spatial footprint of the noise. The metrics and acoustical terminology used for the ATMPs are shown in the table below.

Metric	Relevance and citation
Day-night average sound level, L_{dn} (or DNL)	<p>The logarithmic average of sound levels, in dBA, over a 24-hour day, DNL takes into account the increased sensitivity to noise at night by including a ten dB penalty between 10 p.m. and 7 a.m. local time.</p> <p>The FAA's indicators of significant impacts are for an action that would increase noise by DNL 1.5 dB or more for a noise sensitive area that is exposed to noise at or above the DNL 65 dB noise exposure level, or that will be exposed at or above the DNL 65 dB level due to a DNL 1.5 dB or greater increase, when compared to the no action alternative for the same timeframe⁷.</p>
Equivalent sound level, $L_{Aeq, 12\text{ hr}}$	<p>The logarithmic average of commercial air tour sound levels, in dBA, over a 12-hour day. The selected 12-hour period is 7 a.m. to 7 p.m. to represent typical daytime commercial air tour operating hours.</p> <p>Note: Both $L_{Aeq, 12\text{hr}}$ and L_{dn} characterize:</p> <ul style="list-style-type: none"> • Increases in both the loudness and duration of noise events • The number of noise events during specific time period (12 hours for $L_{Aeq, 12\text{hr}}$ and 24-hours for L_{dn}) <p>However, DNL takes into account the increased sensitivity to noise at night by including a ten dB penalty between 10 p.m. and 7 a.m. local time. If there are no nighttime events, $L_{Aeq, 12\text{hr}}$ will be three dB higher than DNL.</p>
Time Above 35 dBA ⁸	<p>The amount of time (in minutes) that aircraft sound levels are above a given threshold (i.e., 35 dBA)</p> <p>In quiet settings, outdoor sound levels exceeding 35 dB degrade experience in outdoor performance venues (ANSI 12.9-2007, Quantities And Procedures For Description And Measurement Of Environmental Sound – Part 5: Sound Level</p>

⁷ FAA Order 1050.1F, Exhibit 4-1

⁸ dBA (A-weighted decibels): Sound is measured on a logarithmic scale relative to the reference sound pressure for atmospheric sources, 20 μPa . The logarithmic scale is a useful way to express the wide range of sound pressures perceived by the human ear. Sound levels are reported in units of decibels (dB) (ANSI S1.1-1994, American National Standard Acoustical Terminology). A-weighting is applied to sound levels in order to account for the sensitivity of the human ear (ANSI S1.42-2001, Design Response of Weighting Networks for Acoustical Measurements). To approximate human hearing sensitivity, A-weighting discounts sounds below 1 kHz and above 6 kHz.

	Descriptors For Determination Of Compatible Land Use); Blood pressure increases in sleeping humans (Haralabidis et al., 2008); maximum background noise level inside classrooms (ANSI/ASA S12.60/Part 1-2010, Acoustical Performance Criteria, Design Requirements, And Guidelines For Schools, Part 1: Permanent Schools).
Time Above 52 dBA	The amount of time (in minutes) that aircraft sound levels are above a given threshold (i.e., 52 dBA) This metric represents the level at which one may reasonably expect interference with Park interpretive programs. At this background sound level (52 dB), normal voice communication at five meters (two people five meters apart), or a raised voice to an audience at ten meters would result in 95% sentence intelligibility. ⁹
Maximum sound level, L_{max}	The loudest sound level, in dBA, generated by the loudest event; it is event-based and is independent of the number of operations. L_{max} does not provide any context of frequency, duration, or timing of exposure.

For aviation noise analyses under the National Environmental Policy Act (NEPA), the FAA determines the cumulative noise energy exposure of individuals resulting from aviation activities in terms of an Average Annual Day (AAD). However, because ATMP operations in the park occur at low annual operational levels and are highly seasonal in nature it was determined that a peak day representation of the operations would more adequately allow for disclosure of any potential impacts. A peak day has therefore been used as a conservative representation of assessment of AAD conditions required by FAA policy.

The 90th percentile day was identified for representation of a peak day and derived from the busiest year of commercial air tour activity from 2017-2019, based on the total number of commercial air tour operations and total flight miles over the Park. It was then further assessed for the type of aircraft and route flown to determine if it is a reasonable representation of the commercial air tour activity at the Park.

For the Park, the 90th percentile day was identified as the following:

- MmtVal – Southwest Safaris: 1 flight, Cessna CE-207 aircraft
- W – Arrow West: 2 flights, Cessna CE-182 aircraft

Noise contours for the acoustic indicators were developed using the Federal Aviation Administration's Aviation Environmental Design Tool (AEDT) version 3d and are provided below. A noise contour presents a graphical illustration or “footprint” of the area potentially affected by the noise.

- Time above 35 dBA (minutes) - Figure 1
- Time above 52 dBA (minutes)
 - Note 1: Contours are not presented for Time Above 52 dBA as the sound levels were below 52 dBA for the ATMP modeled at the Park.
- Equivalent Sound Level or $L_{Aeq, 12hr}$ (over 12 hours)

⁹ Environmental Protection Agency. Information on Levels of Noise Requisite to Protect the Public Health and Welfare with an Adequate Margin of Safety, March 1974.

- Note 2: Contours are not presented for $L_{Aeq, 12hr}$ as the average sound levels were below 35 dBA for the ATMP modeled at the Park.
- Note 3: Contours are not presented for L_{dn} (or DNL) as it is approximately arithmetically three dBA lower than $L_{Aeq, 12hr}$ if there are no nighttime events, which is the case for the ATMP modeled at the Park.
- Maximum sound level or L_{max} – Figure 2
 - Note 4: While the L_{max} for a commercial air tour may exceed 50 dBA in some areas of the Park, it should be noted that in no areas do the sound levels exceed 50 dBA for greater than five minutes as shown by the Time Above 52 dBA results.

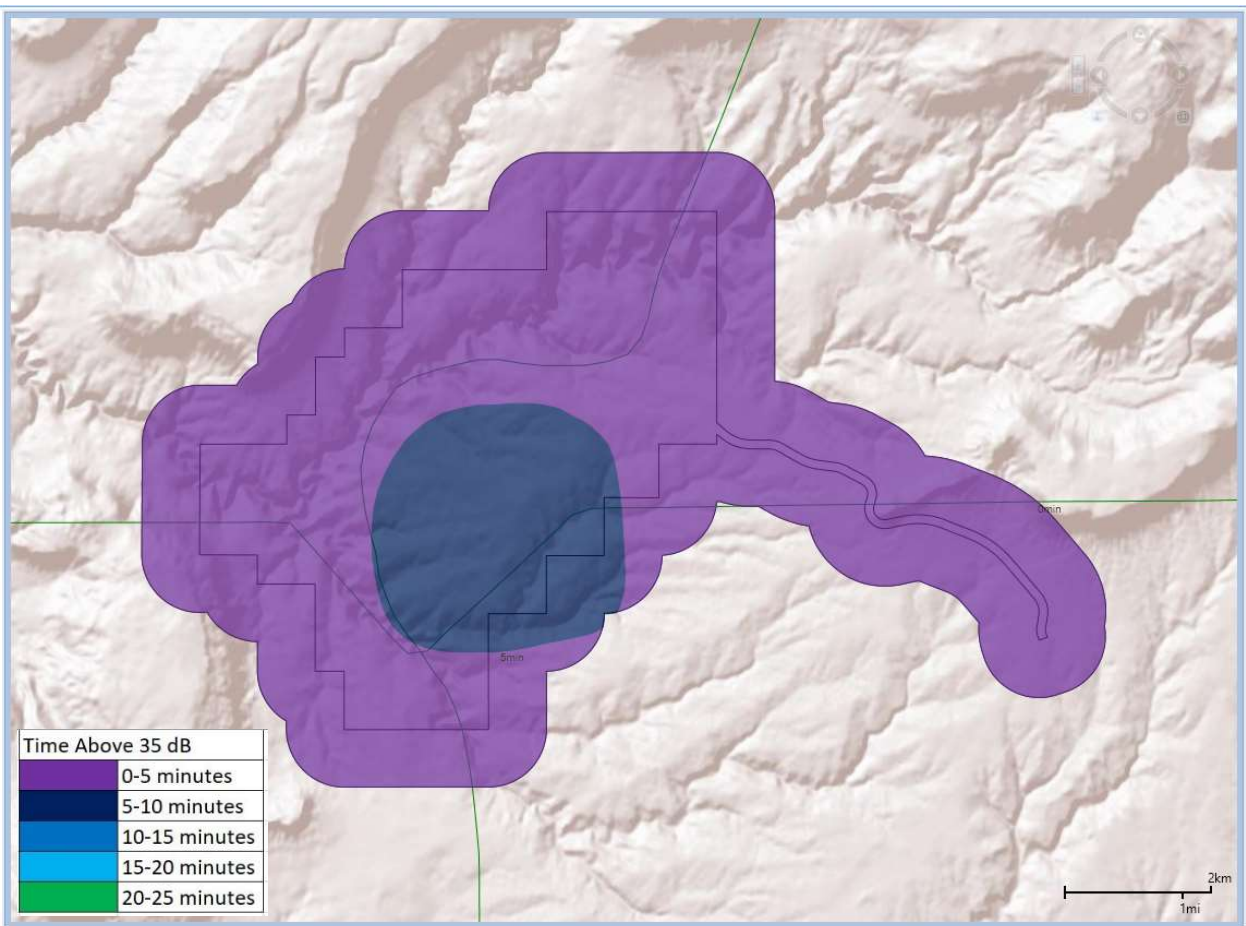


Figure 1. Noise contour results for Time Above 35 dBA

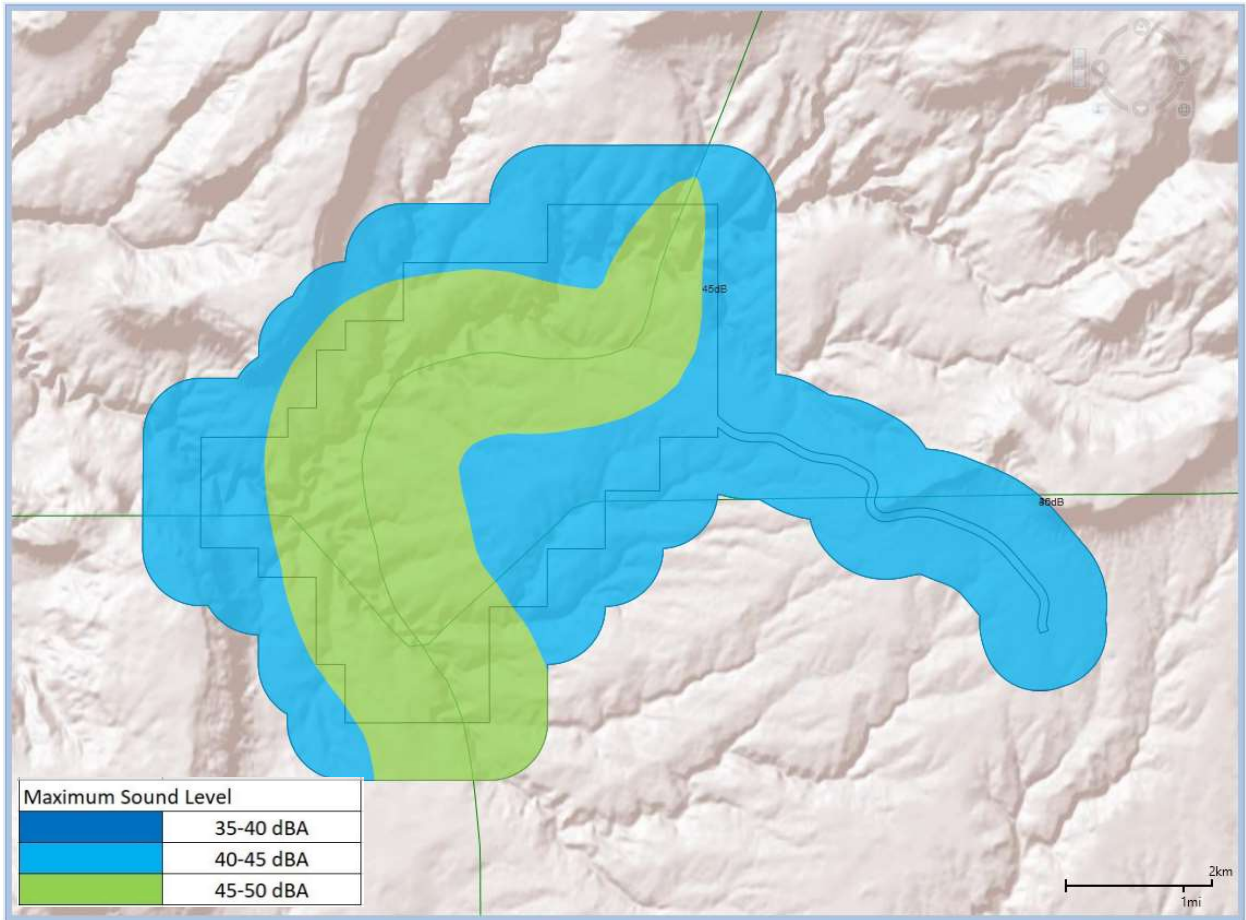


Figure 2. Noise contour results for L_{max}



SAN JUAN COUNTY COMMISSION

Willie Grayeyes	Chairman
Kenneth Maryboy	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

July 19, 2022

Ms. Judith Walker
 Federal Preservation Officer
 Senior Environmental Policy Analyst
 Environmental Policy Division (AEE-400)
 Federal Aviation Administration
 800 Independence Avenue, SW
 Washington, DC 20591

Re: Canyonlands National Park Air Tour Management Program, Section 106 Consultation

Dear Ms. Walker:

We have reviewed your letter of June 24, 2022, containing information on the proposed Air Tour Management Program (ATMP) for Canyonlands National Park and concur with the proposed Finding of No Adverse Effect on historic properties. We also concur with the changes made to the draft ATMP in response to public comment and appreciate this opportunity to review the document.

Sincerely,

Willie Grayeyes
 Chairman



SAN JUAN COUNTY COMMISSION

Willie Grayeyes	Chairman
Kenneth Maryboy	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

July 19, 2022

Ms. Judith Walker
 Federal Preservation Officer
 Senior Environmental Policy Analyst
 Environmental Policy Division (AEE-400)
 Federal Aviation Administration
 800 Independence Avenue, SW
 Washington, DC 20591

Re: Natural Bridges National Monument Air Tour Management Program, Section 106 Consultation

Dear Ms. Walker:

We have reviewed your letter of June 24, 2022, containing information on the proposed Air Tour Management Program (ATMP) for Natural Bridges National Monument and concur with the proposed Finding of No Adverse Effect on historic properties. We also concur with the changes made to the draft ATMP in response to public comment and appreciate this opportunity to review the document.

Sincerely,

Willie Grayeyes
 Chairman



COMMISSION STAFF REPORT

MEETING DATE: July 19, 2022

SUBMITTED BY: Cindi Holyoak, County Recorder

TITLE: Consideration and Approval of the GovOS Cloud Search Solution Agreement

RECOMMENDATION: Approval

SUMMARY

This solution will allow property/title searchers access to records without any assistance from the County.

HISTORY/PAST ACTION

The Recorder's Office currently allows searchers offsite access to records through a Virtual Monitor which is held and maintained by the IT department. This has been helpful to our title companies but it is very limited (can handle about 12 users), expensive, and it has frequent times that it doesn't work, which creates a problem for IT.

FISCAL IMPACT

All fees will be covered by the searchers. \$0 cost to San Juan County.

Decrease in County IT hours. . . money gained.

Decrease in Recorder hours assisting searchers, creating a savings of about 10 hours per week = **\$7,200 per year/savings**

Increase in user access will generate additional revenue. Anticipated increase in the first year = 10% to the Document Access Fees General Ledger. Last year's revenue was 15,464.07 x 10%= **\$1,546 increase to budget.**

Total anticipated annual savings to San Juan County: \$8,746 plus IT.



GovOS Cloud Search Solution

San Juan County, UT
Cindi Holyoak
County Recorder

SUBMITTED BY:

Rob Piskorowski
Enterprise Account Executive
586.215.3934
rob.piskorowski@govos.com



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Who is GovOS?

DIGITAL TRANSFORMATION FOR GOVERNMENT

Building a modern government experience requires software configured to meet your constituents' expectations and the needs of your staff. GovOS offers a range of application suites, each designed to help you achieve digital transformation to areas that provide the most impact: delivering innovative digital transformation to your processes and public access to information.

GovOS offers software solutions to empower local government in every step of their digital transformation journey. Our applications perform for any department for any size government. Specializing in employee, business, and citizen engagement, GovOS can help you transform your agency and your community.

WHY GovOS

Governments use GovOS solutions to power online services for **20+ million constituents**. As a partner to hundreds of government agencies we serve across the U.S., we're transforming the way people experience local government with best-in-class digital solutions and services that modernize operations and improve constituent access and engagement.

ADVANTAGE OF WORKING WITH GovOS

Peace of Mind

Our GovOS digital solutions are cloud-native, adhering to the highest levels of security protocol and delivering secure, reliable and scalable access to information.

Built with your constituents in mind

GovOS Cloud Search was designed with input from people who use the product the most, your constituents. Our industry leading solution makes finding information easy the public, title researchers, the legal community – all users.

Configuration & Customization

You maintain complete control over functionality and workflows. From customizing your design to configuring automation, you build ideal online services for everyone.

World Class Service

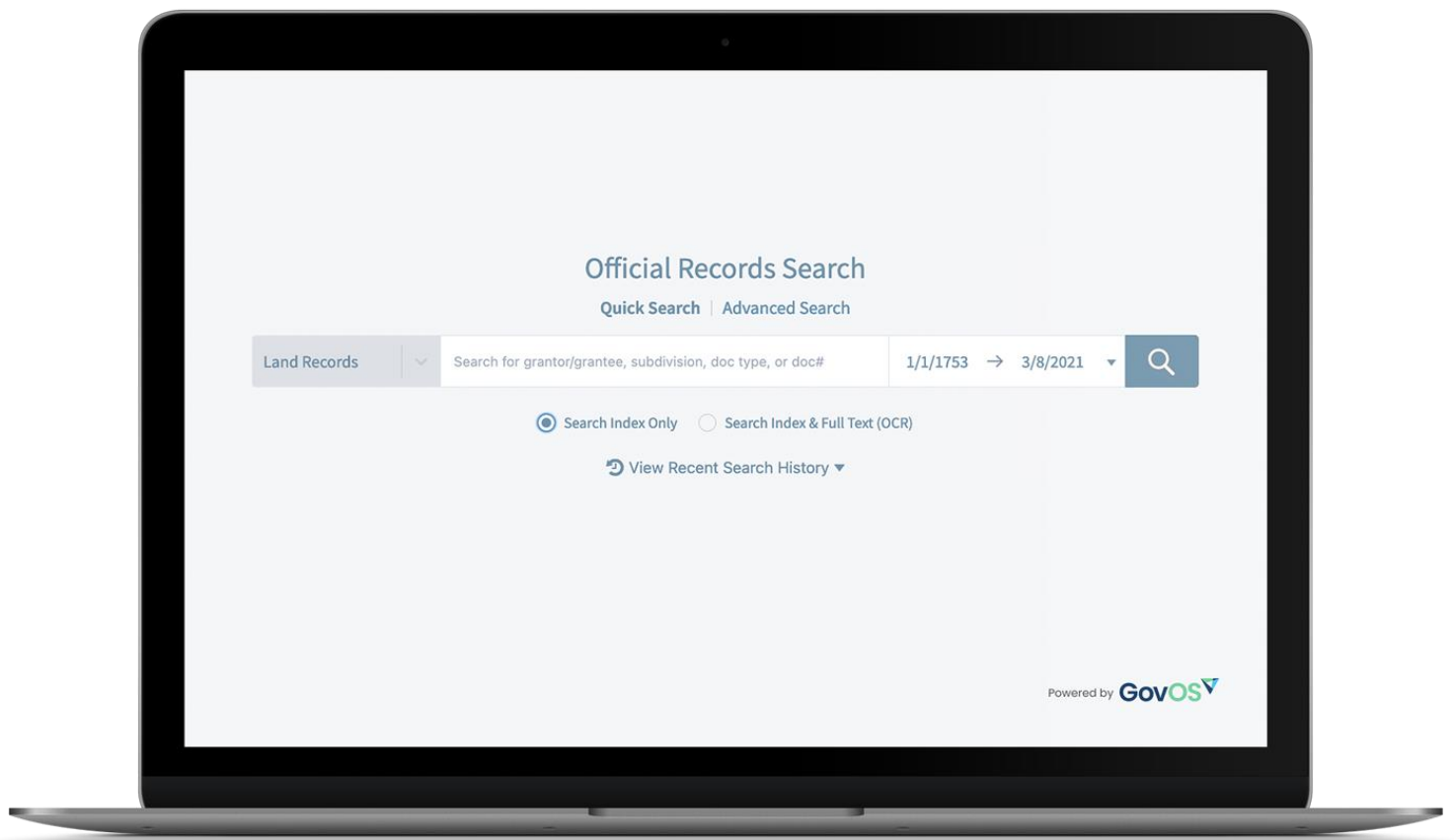
GovOS customers have access to truly superior customer service. From day one our team works closely with yours to set you up for success and help you achieve your goals. Additionally, GovOS provides 24/7/365 live chat support for public search users.

From quick wins to complete digital transformation, the GovOS platform fits your department. We look forward to working with you and discovering how GovOS can help you better serve your constituents.



GovOS Cloud Search

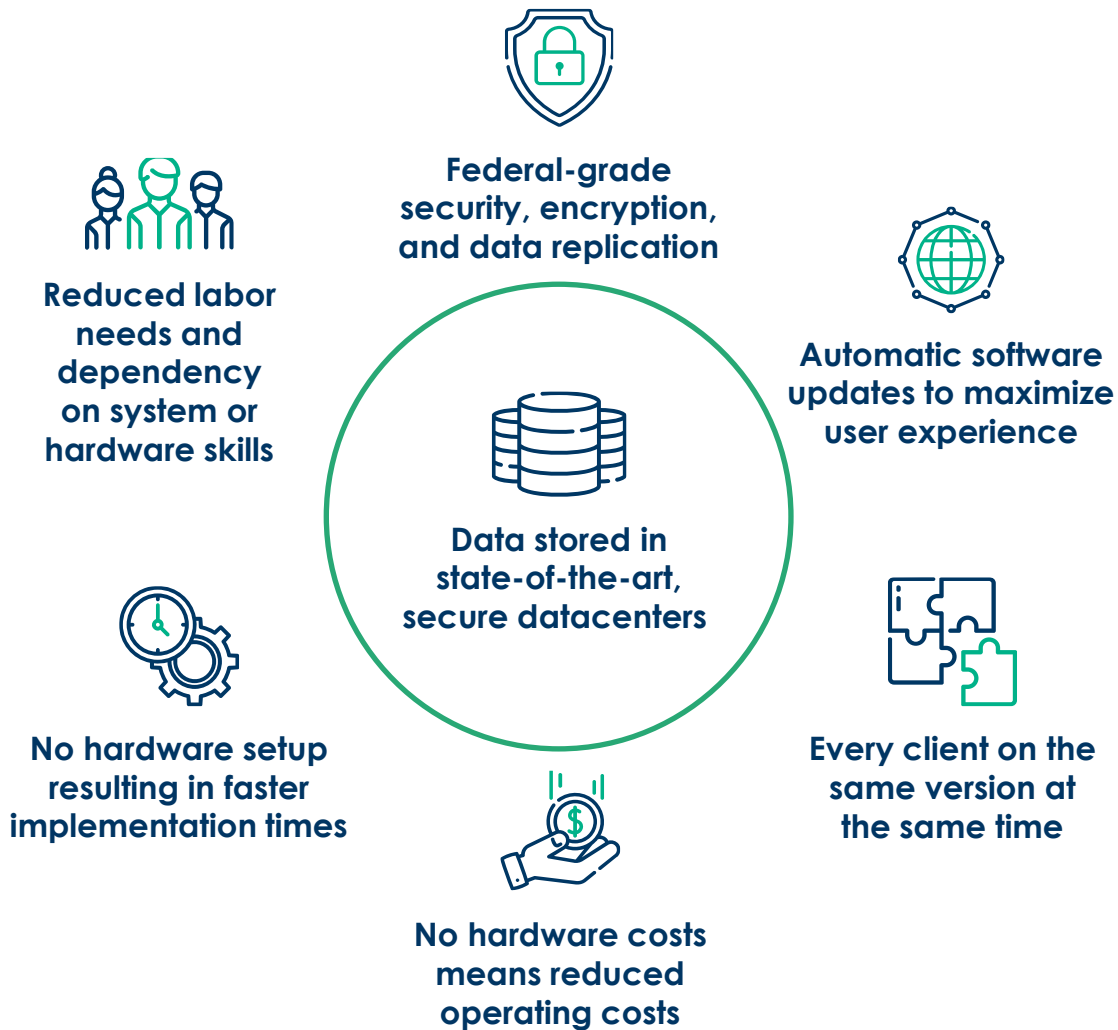
- ✓ Best-in-class user experience which promotes the San Juan County brand and focus on providing better service to the general public.
- ✓ Designed by professional users with end-user functionality in mind.
- ✓ Full text document indexing and search enabling optimized “google-like” searching of documents.
- ✓ 24X7, multi-lingual chat support for public users.
- ✓ Secure, always-encrypted data management to ensure the safety and integrity of San Juan County records.
- ✓ High availability through multiple instances of our search Solution running in redundant cloud data centers.
- ✓ Optimized for high performance user experience enabling searches and document retrievals from very large repositories.





Benefits of Being in the Cloud

More than simply “storing data somewhere else”, using cloud native software has tangible and intangible benefits that will streamline operations, improve security, and truly transform your government.



With any shift to the cloud comes the potential for benefits such as greater speed of business, reduced operating costs, IT simplicity, and enhanced security, which are all key for public sector organizations today.

- Government Cloud Adoption Case Study, Deloitte



A powerful Cloud Search engine should be easy to navigate and combine full OCR and full text/image search capabilities, allowing government agencies to scan the full content of every document in their system.



A MODERN SEARCH EXPERIENCE

- A robust search engine should provide a modern web browser-like interface that simplifies searching for records.
- Users get lightning quick access to all search results in your database.
- Cloud Search is mobile friendly, allowing access anytime, from anywhere.



ABILITY TO SEARCH TEXT & IMAGES

- Cloud Search includes a built in OCR engine
- Every page in each document is fully text searchable
- OCR Search supports single word and phrase searches
- Text search takes the user directly to where the text match was found



INTUITIVE SEARCH RESULTS

- Easy for searchers to organize results using tabbed results, results grids that are sortable and resizable, and highlighted line items so searchers can see which records they've opened already.



Integrated eCommerce Revenue

- Our solution offers a seamless experience.
- Built-in eCommerce functionality allows governments to generate additional revenue and provide added value to constituents.
- Document images can be watermarked until purchase and then made available for download and print.
- Our payment process is a function of cloud search.



CERTIFIED COPIES ONLINE

- Certified copies of official records should be accessible online.
- Customers should be able to review, order, and purchase online as approved by the Clerk and receive copies via email, reducing the need for in-office visits.



SINGLE SIGN-ON

- A huge time-saver for end-users and professional title researchers.
- This allows an end user to have multiple sessions up as well.



Property Alert

The GovOS Property Fraud Alert service is available to county residents, allowing them to receive automated email alerts any time a registered personal identity, or entity name is used in a Real Property filing within the county. Your constituents are notified against potentially fraudulent claims or transactions regarding Real Property and receive email alerts any time their personal or entity name is used in a Real Property filing within the county. Further, title companies can self-serve by utilizing the system to protect themselves during underwriting.

THERE ARE TWO WAYS TO SET UP A FREE PROPERTY ALERT:

Already created an alert? [View Dashboard](#)



Create a property alert from a personal or entity name

Set up a property alert by entering a name or multiple names. Optionally include alternate spelling variations.

Enter a Name



Create a property alert from a public document

Search for a document and set up a property alert based on that document's information.

OR

Search for a Document



Solution Proposal

Our solution is a package of the below service applications.

San Juan County, UT – Included Features
Cloud Search
Allowed Storage (Total Files) – 1 Million
Property Alert
*Includes: OCR & Full Text Search, Services, Support, Implementation, Training

Payment Breakdown:

Pay as you go users:

- No subscription
- GovOS collects \$2.00 per transaction
- 50/50 revenue split per page between San Juan and GovOS (current fee is \$1/page)

Subscriptions Users (Monthly Costs)

- GovOS will collect 75% of subscription costs
- GovOS will collect 25% per page (current fee is \$1 per page) for Limited Subscription Users only
- Single User Limited - \$100/month subscription plus GovOS collects \$0.25 per page
- Single User Unlimited - \$250/month

- Billing will be based on actuals



Customer Acceptance

- Proposal expires **7/29/2022**
- Subscription Start Date will be the date you sign the Agreement
- Invoice Date is contract execution date. All invoices are due Net thirty (30) days of the Invoice Date.
- Pricing contingent upon current vendor's agreement to provide replication to the Cloud Search API
- This Agreement is for a 5-year term and will require a new contract for extension. There will be no auto renew.
- Monthly billing will be based on actuals (estimation is calculated at \$24,000.
- All standard Terms of Use can be found at <https://govos.com/official-public-records/terms-of-use/> and are hereby incorporated into this order except the 3.5 % year over year increase as this is a subscription base pricing model.

Customer Signature

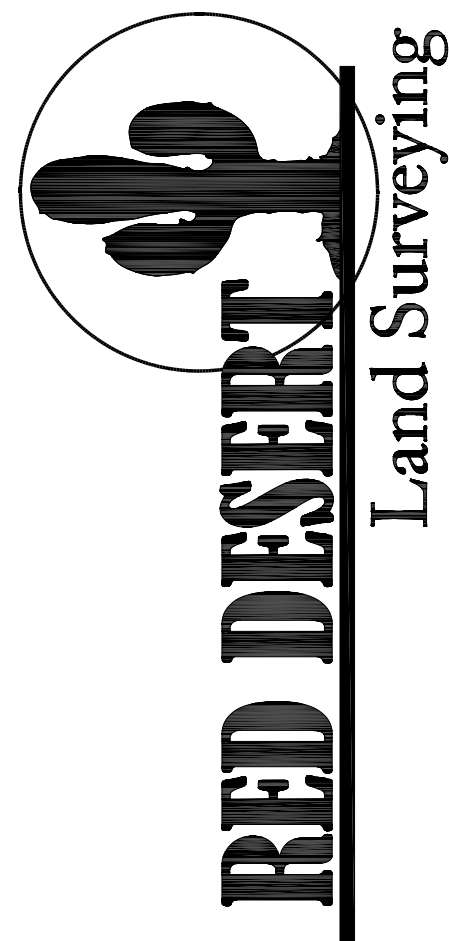
 Signature of Authorized City Representative Title Date

GovOS Signature

 Signature of Authorized GovOS Representative Title Date

Customer Information

Contact Information		
Organization Name		
Street Address		
City, State, Zip		
Primary Contact Name		
Primary Contact Email		
Billing Details		
Billing Contact Name		
Billing Contact Email		
Billing Contact Phone		
Invoice Delivery Method	<input type="checkbox"/> Email/Electronic (default)	<input type="checkbox"/> Mail
Preferred Payment Method	<input type="checkbox"/> Check	<input type="checkbox"/> Credit Card <input type="checkbox"/> ACH



88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

- EASEMENTS
- PROPERTY ADJOINING
- PROP. CORNER SET
- SECTION MONUMENT

PROJECT TYPE:
SUBDIVISION

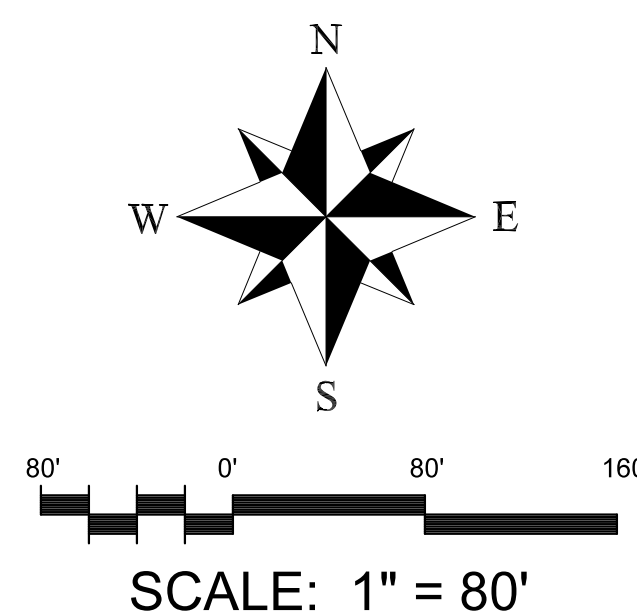
PROJECT ADDRESS:
Flat Iron Mesa Lot 44
Moab, Utah 84532

PROJECT LOCATION:
SAN JUAN COUNTY, STATE OF UTAH

PREPARED FOR:
MIKE DERVAGE

DATE:
03/30/2022
JOB NUMBER:
052-22

SHEET 1 OF 1



VICINITY MAP

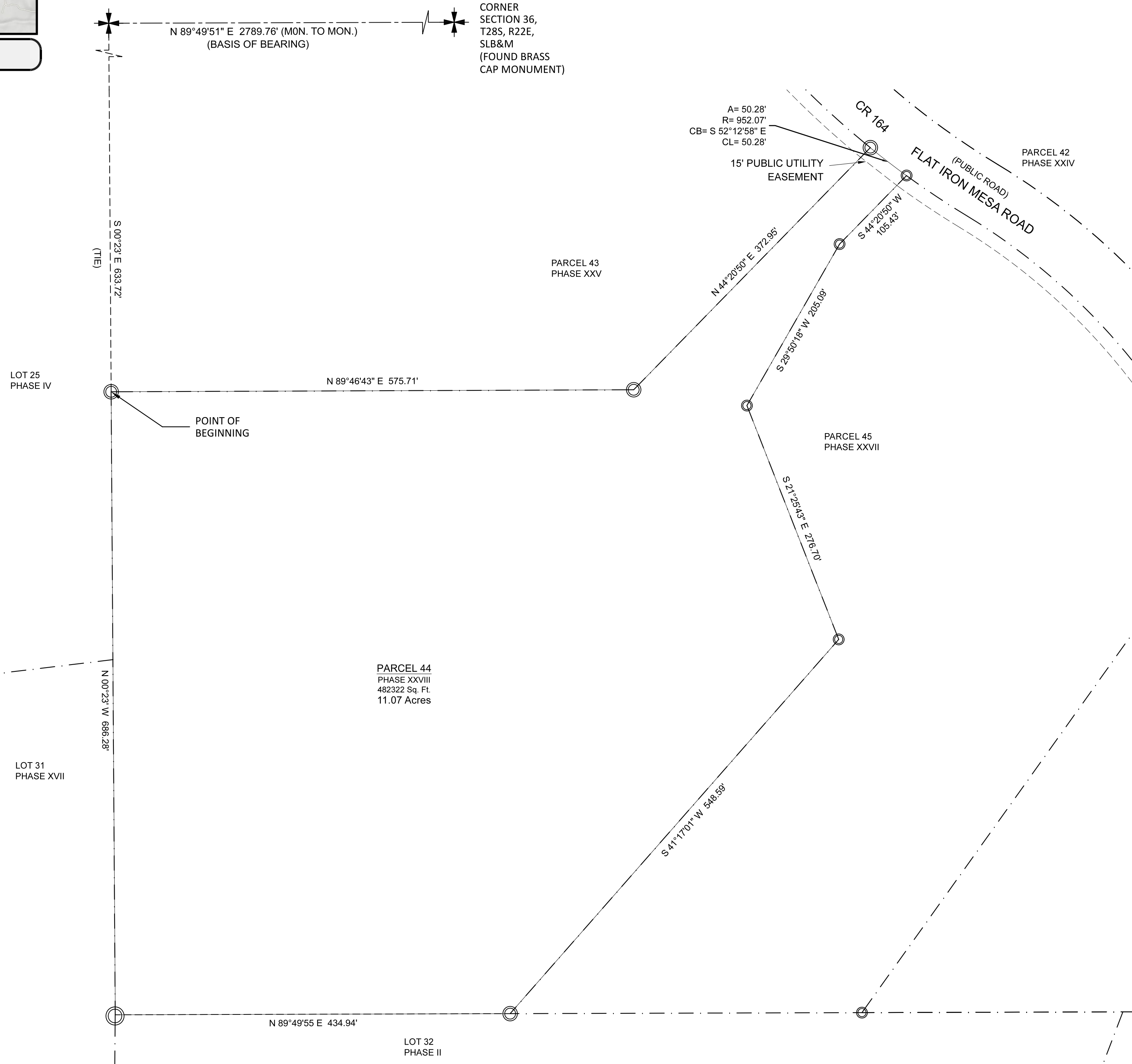
NOT TO SCALE

FINAL PLAT OF
FLAT IRON MESA RANCH, PHASE XXVIII

A SUBDIVISION LOCATED WITHIN THE NE QUARTER
OF SECTION 36, T28S, R22E, SLB&M

NORTH 1/4 CORNER
SECTION 36, T28S, R22E, SLB&M
(FOUND BRASS CAP MONUMENT)

NORTHEAST
CORNER
SECTION 36,
T28S, R22E,
SLB&M
(FOUND BRASS
CAP MONUMENT)



A SUBDIVISION LOCATED WITHIN THE NE QUARTER
OF SECTION 36, T28S, R22E, SLB&M

SURVEYOR NOTES

The property has been accurately surveyed with the intent to subdivide land. The basis of bearing is N 89°41'59" E between the North Quarter corner and the Northeast corner of Section 36, Township 28 South, Range 22 East, Salt Lake Base and Meridian. 5/8" x 24" rebar with survey cap to be placed at all lot corners or rights of way. Off-set pins to be placed in the back of the curb where applicable, in lieu of rebar and cap at front corners.

PLAT NOTES

- ALL FRONTAGES, ALL LINES COMMON WITH A ROAD RIGHT-OF-WAY, SHALL BE SUBJECT TO A 15' WIDE UTILITY EASEMENT
- ALL DEVELOPMENT WITHIN THE SUBDIVISION WILL BE UNDER THE CC & R'S FOR THE ADJACENT FLAT IRON MESA RANCH AND LOTS CREATED HEREIN WILL BE MEMBERS OF THE FLAT IRON MESA RANCH HOME OWNERS ASSOCIATION.

SURVEYOR'S CERTIFICATE

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described herein, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as Flat Iron Mesa Ranch, Phase XXVIII and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake
License No. 7540504

DATE

LEGAL DESCRIPTION

Commencing at the North Quarter corner of Section 36, Township 28 South, Range 22 East, Salt Lake Base & Meridian; thence South 00°23' East 633.72 feet to the point of beginning, and proceeding thence North 89°46'43" East 575.71 feet; thence North 44°20'50" East 372.95 feet; thence with a curve having a radius of 952.07 feet, to the left with an arc length of 50.28 feet, (a chord bearing of South 52°12'58" East 50.28 feet); thence South 44°20'50" West 105.43 feet; thence South 29°50'18" West 205.09 feet; thence South 21°25'43" East 276.70 feet; thence South 41°17'01" West 548.59 feet; thence South 89°49'55" West 434.94 feet; thence North 00°23'00" West 686.28 feet to the point of beginning, having an area of 11.07 acres.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as Flat Iron Mesa Ranch, Phase XXVIII

Do hereby dedicate for Perpetual use of public all parcels of land shown on this plat as intended for public use.

In witness whereof _____ have hereunto set _____ this _____ Day of _____ a. d., 20____

MICHAEL M DERVAGE

KATHRYN COLLARD

ACKNOWLEDGMENT

STATE OF _____ } s.s.
COUNTY OF _____

ON THE _____ DAY OF _____, 2022, PERSONALLY APPEARED BEFORE ME, MICHAEL M DERVAGE AND KATHRYN COLLARD, WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

COUNTY SURVEYOR

APPROVAL IN ACCORDANCE WITH
INFORMATION AND RECORDS ON
FILE IN THIS OFFICE

COUNTY SURVEYOR DATE

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 2022.

ATTORNEY

COUNTY BOARD OF HEALTH

APPROVED THIS _____ DAY OF _____, 2022.

PLANNING COMMISSION CERTIFICATE

APPROVED THIS _____ DAY OF _____, 2022.
BY SAN JUAN COUNTY PLANNING COMMISSION.

CHAIRMAN

COUNTY COMMISSION APPROVAL

PRESENTED TO THE _____
THIS _____ DAY OF _____, 2022.
SUBDIVISION WAS ACCEPTED AND APPROVED.

ATTEST

COUNTY RECORDER

STATE OF UTAH, SAN JUAN COUNTY, RECORDED AT THE REQUEST OF

DATE _____ BOOK _____ PAGE _____ FEE _____



STAFF REPORT

MEETING DATE: July 19, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of Flat Iron Mesa Ranch Subdivision Phase 28, Mike Dervage, Scott Burton Planning and Zoning Director

RECOMMENDATION: Consideration and Approval

SUMMARY

Flat Iron Mesa Ranch Subdivision is located about one mile west of US Hwy 191 along County Road 164 (Flat Iron Mesa) which is about 1.5 miles north of La Sal Junction. The subdivision began developing in 2002 with phase 1. Since then, the developer has developed the subdivision with small phases, usually one or two lots. The most recent phase was phase 27 which was approved in March 2021. Phase 28 proposes a single lot, lot 44 (11.07 acres).

This plat is being considered for final plat approval and recommendation to the County Commission for their approval.

HISTORY/PAST ACTION

The Planning Commission approved the preliminary plat at their June 9, 2022 PC Meeting.

The Planning Commission voted to recommend the plat at their July 14, 2022 PC Meeting.

Spanish Valley OAO Mixed Use Community

San Juan County, Utah

Alicia Davis - Applicant

Rock View Development

This document shall address the Spanish Valley Overnight Accommodations Overlay District Requirements as requested by the SJC Staff, “Section 5 Site Master Plan Required”. In addition to the Site Plan, the following commentary shall provide rationale for OAO approval and vesting the project with overnight accommodations being a permitted use. This project was approved for Overnight Accommodations consideration in the June 9th, 2022 San Juan County Planning Commission Meeting.

Overnight Accommodations Overlay Step 2 Checklist

- Proposed Primary Uses (Page 2-3)
- Number of rooms/units (Page 3)
- Design and development conditions (Page 2-4)
- Special conditions and requirements (None)
- Other uses and development requirements (Page 2-5)
- Statement of how the proposed development provides benefit to Spanish Valley (Page 3-4)
- Map and description of sensitive lands (None)
- Site planning features and how they will be addressed (Page 6)
- Description of beneficial public services and goods the project provides (Page 3)
- Documentation of utilities and how infrastructure designs will conserve resources (Page 5)
- Narrative and graphic presentation of the development (Page 2-6 + Attached Site Plan)
- Traffic Study (Page 5)
- Site Plan (Attachment)
- Statement of how the proposed development is consistent with the area plan (Page 2-6)
- Other relevant information as requested by the County.

Development Commentary, Design, and Usage

Location and Intended Design

The proposed project is located in Jan Juan County, Utah approximately 8.5 miles south of Center Street in Moab, UT. The parcel ID is 27S22E016001 and is approximately 7 acres in size. The parcel is currently zoned Highway Commercial, and has frontage directly on HWY 191.



The San Juan County Spanish Valley Area Plan (SJCSVAP) provides guidelines and principles to be considered for all development activities in the area.

In addition to industry best practices, the SJCVAP provides some key criteria including the need for “centers, nodes, and destinations” that “transcend preconceived notions of what new development should look like and how it can fit with the surroundings” (SJCSVAP, 2018, pg. 39). The proposed development uses this guidance to create a design that adds intentionality and resource preservation to the community.

This includes:

1. The unit mix, type, and design incorporated in the attached site plan is an approved product as outlined in the SJCSVAP plan. This includes a “Wide range of residential uses and types to meet the full range of socio-economic and life-cycle needs” (SJCSVAP, 2018, pg. 30-33).
2. The proposed location of the development is in harmony with the surrounding land uses. In this location, overnight accommodations will not disrupt or negatively harm adjacent properties but will rather create a community center with nearby commercial resources such as restaurants and vendor space. The mixed use component of this project will add local options for those staying at the adjacent Rim View Development to the north, and the St. Dunes Cabins and Campground to the east. The design also includes designated workforce housing to support growth of the area as referenced in the Area Plan (SJCSVAP, 2018, pg. 12).
3. The townhomes and mixed use product set forth in the site plan conform to the examples set forth in the Area Plan (SJCSVAP, 2018, pg. 31).
4. The economic benefits of overnight accommodations will provide valuable revenue for the county to aid their limited resources and manpower. This growth will provide resources for infrastructure and a larger variety of services to attract visitors and permanent residents to further the responsible growth of the county. (SJC General Plan, 2018, pg. 140)

Proposed Usages and Densities

The project proposes 72 residential units with overnight accommodations, at least 4 apartments for workforce housing, and 11,600 Sq. Ft. of mixed-use commercial space. This mirrors the Spanish Valley Plan for Flex Development Areas by “incorporating a flexible development approach that allows a range of business, distribution, highway commercial, and specialty residential uses” (SJCSVAP, 2018, pg. 30).

Sample Commercial Space Allocation	
Common Area	4500 Sq Ft
Food/Restaurants	1400 Sq Ft
Outdoor Space (Not Included Below)	800 Sq Ft
Farm Stand/Local Produce	100 Sq Ft
General Store	200 Sq Ft
Liquor Store	400 Sq Ft
Event and Conference Space	5000 Sq Ft
Total	11600 Sq Ft



Sample of Housing Types and Gathering Centers show in the Spanish Valley Area Plan (SJCSVAP, 2018, pg. 30-31) The project will mirror this style and spirit.

Using public feedback provided on the Spanish Valley Area Plan, the project would be able to provide the following desired public services and goods:

1. Meeting space for corporate events, weddings, local club meeting, family retreats, and public events.
2. Groceries, restaurants, and general stores.
3. On-site workforce housing.
4. Mixed-use space for local vendors, artists, and farmers.

These programs, activities, and shops would provide a solution to community needs and create a community center where events can be held, local vendors can interface with each other, and the community can share its creativity with the world.

Economics

As part of their 10 year vision, the county is prioritizing Diversification and Business Expansion (SJC General Plan, 2018, pg. 29). In an effort to generate more, higher paying jobs in the area, and in order to support tourism expansion, the area will need its own service providers such as restaurants, shops, and accommodations for visitors. In addition to the sales and income taxes generated by these businesses, local transient room tax will also be created. It is estimated that gross revenue from this tax alone could be \$297,481 a year as of 2018. (SJC General Plan, 2018, pg. 63).

The San Juan County General Plan states that “Tourism can become one of the county’s primary industries because it imports dollars.” And “The County’s natural amenities can be tourism assets if managed properly” (SJC General Plan, 2018, pg. 64). As discussed in the State’s Travel and Tourism Industry Report, “Domestic and international travelers and tourists visit Utah year-round to participate in a wide range of activities. Since 2015, visitor spending in Utah’s economy has increased by an average 5.1% annually. In 2019, travelers directly spent a record \$10.06 billion in Utah, generating an estimated 141,500 total Utah jobs, and \$1.34 billion in state and local tax revenue. Utah’s national parks and state parks experienced record visitation in 2019 as well.” (The State of Utah’s Travel and Tourism Industry, 2019, Cover Page).

The proposed site plan avoids the “Corporate Hotel or Motel” style and instead presents a thoughtful and respectful design that not only incorporates the area’s rich heritage and culture, but also provides economic drivers and revenue sources for the county. By providing alternatives independent of downtown Moab, visitors and locals will have nearby options of places to grab groceries or other supplies.

By using intentional colors and designs, the project will mirror the environment around it and provide a safe and comfortable place for residents and guests to mingle and enjoy the Spanish Valley area. A number of apartments located on the property will provide affordable and low-commute housing for those living and working in the area. This will in turn foster the “establishment of centers, nodes, and destinations” within Spanish Valley (SJCSVAP, 2018, pg. 39).

Ecological Guidelines and Concerns

Traffic and Road Design

Safe and Efficient Traffic flow will be a priority to the project. Please refer to the April 12, 2022 UDOT Moab US-191 Concept Study for traffic studies, counts, and design criteria applicable to the project's Highway Frontage. The project will work closely with UDOT to interface the project with Hwy 191.

Sensitive Lands

The project does not contain any sensitive lands.

Energy

The project will utilize as much on-site renewable energy sources as is feasible. Designs will reduce Heating, Cooling, and Lighting loads through Climate-Responsive Design and Conservation Practices such as daylighting, the use of photovoltaic panels, and smart controls. Buildings will utilize energy efficient insulation and exteriors to meet or exceed federally approved energy modeling standards. Electric vehicle charge stations will be provided in a thoughtful and intentional manner.

Dark Skies

Exterior Lighting shall follow the San Juan County Dark Skies requirements. Interior lighting fixtures visible from the property boundaries shall have fixtures directed to the interior of rooms to minimize light pollution.

Water Conservation

The project will use a number of water conservation strategies. These include:

1. System Optimization (efficient water system design, leak detection, and repair)
2. Water-efficient plumbing fixtures (low-flow urinals, toilets, sinks and showerheads as well as water-efficient dishwashers and washing machines).
3. Irrigation and Landscape Methods beyond the requirements of the Spanish Valley Water Efficient Landscape Requirements. (water efficient,-low evaporation irrigation systems, smart irrigation control systems, limited turf in landscape design, water-efficient scheduling practices, and Xeriscape)
4. Water recycling or reuse measures (Water Catchment, low impact HVAC systems, and gray water reuse where approved by the Health Department)
5. Bio-Retention and Bio-Infiltration systems to manage storm runoff.

Site Planning Features

Using industry recognized best-practices, the site plan will implement modern techniques and designs to promote a seamless transition between the site and its surroundings. One of the biggest features being implemented in the project's plans is foresight. By thinking ahead, the project can be ready to meet the needs of the future area. This includes intentional road layouts and setbacks from Hwy 191 which future-proof the Spanish Valley corridor. Being thoughtful of future weather events, the project can utilize water retention and detention methods to limit the storm water runoff to historic levels. Lastly, by incorporating the surrounding colors, lines, and layouts of the red rock, the project will limit its visual impact and make for a comfortable addition to the area.

The following project statistics are provided per the San Juan County Spanish Valley Development Ordinances of the San Juan County Zoning Ordinance dated September 13, 2019 Page 79:

Gross acreage: **7 Acres**

Total project density per acre, per proposed use:

Residential – 10.86 Units per Acre

Commercial – 1657 sf. per Acre

Total overnight accommodation units: **72 Units**

Overnight accommodations unit density expressed as a per-acre ratio: **10.29 Units per Acre**

Total number of on-site employee housing units: **4 Units**

Common area and private open space acreage: **2.11 Acres**

Total number of parking spaces required and provided, including bicycle parking:

125 Total Parking Spaces

41 Commercial Spaces Required, 53 Commercial Spaces provided

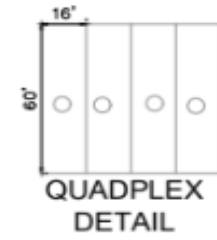
Parking, service, and loading area acreage/spaces: **12 Spaces**

Project Floor Area Ratio (FAR): **.76**

Public open-space and similar publically-accessible feature acreage: **.17 acres publically accessible commercial space.**

Architectural Summary

Residential Units 72



2880SF per individual unit

3 Story Build

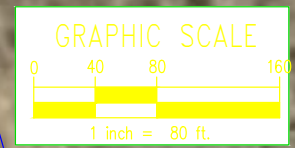
6 Bedrooms

3 Bathroom

Community Building SF	5000
Commercial SF	6,600
Patio SF	800
Pool SF	1817
Splash Pad SF	300
Total Parking	125 spaces
Commercial Parking Available	53 spaces
Commercial Parking Required (Parking Requirements)	41 Spaces
	1 per 180 SF of Building

Base Information Summary

Lot Size	7 acres
Open Space	2.11 acres
Open Space Required	Determined case by case
	7-4-4-0
Parcel No.	27S22E016001
Project Address	Highway 191 Moab, Utah 84532
Project Location	San Juan County, State of Utah



CROSS ENGINEERING SERVICES
203 W. Main Street, Ste. F3
Cortez, Utah 81301
Office: (801) 287-1123 Cell: (801) 391-2391

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DESIGNED BY:
CHECKED BY:

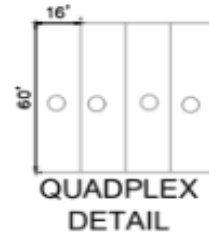
DATE	REVISION DESCRIPTION

NO. **ROCK VIEW**
SAN JUAN COUNTY, UTAH

PROJECT NO.
SHEET NUMBER
1 OF 1

Architectural Summary

Residential Units 72



2880SF per individual unit
3 Story Build
6 Bedrooms
3 Bathroom

Community Building SF 5000
Commercial SF 6,600
Patio SF 800
Pool SF 1817
Splash Pad SF 300
Total Parking 125 spaces
Commercial Parking Available 53 spaces
Commercial Parking Required 41 Spaces
(Parking Requirements) 1 per 180 SF of Building

Base Information Summary

Lot Size 7 acres
Open Space 2.11 acres
Open Space Required Determined case by case
7-4-4-0
Parcel No. 27S22E016001
Project Address Highway 191 Moab, Utah 84532
Project Location San Juan County, State of Utah



CROSS ENGINEERING SERVICES
203 W. Main Street, Ste. F3
Lexington, SC 29072
Office: (803) 236-7123 Cell: (801) 391-2391

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DRAFTED BY:
DESIGNED BY:
CHECKED BY:

DATE	REVISION DESCRIPTION

NO. 1

ROCK VIEW

SAN JUAN COUNTY, UTAH

PROJECT NO.

SHEET NUMBER
2 OF 3

Architectural Summary

Residential Units	72
2880SF per individual unit	
3 Story Build	
6 Bedrooms	
3 Bathroom	
<p>QUADPLEX DETAIL</p>	
Community Building SF	5000
Commercial SF	6,600
Patio SF	800
Pool SF	1817
Splash Pad SF	300
Total Parking	125 spaces
Commercial Parking Available	53 spaces
Commercial Parking Required	41 Spaces
(Parking Requirements)	1 per 180 SF of Building

Base Information Summary

Lot Size	7 acres
Open Space	2.11 acres
Open Space Required	Determined case by case
	7-4-4-0
Parcel No.	27S22E016001
Project Address	Highway 191 Moab, Utah 84532
Project Location	San Juan County, State of Utah



CROSS ENGINEERING SERVICES
 203 W. Main Street, Ste. F3
 Leapers, SC 29072
 Office: (803) 236-7123 Cell: (801) 391-2391

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DRAFTED BY:
 DESIGNED BY:
 CHECKED BY:

DATE	REVISION DESCRIPTION

NO.

ROCK VIEW

SAN JUAN COUNTY, UTAH

PROJECT NO.

SHEET NUMBER
1 OF 1



STAFF REPORT

MEETING DATE: July 14, 2022

ITEM TITLE, PRESENTER: Consideration and Approval to attach The Spanish Valley Overnight Accommodations Overlay, Alicia Davis, Scott Burton Planning and Zoning Director

RECOMMENDATION: Consideration and Approval

SUMMARY

Alicia Davis is proposing 72 residential units for overnight accommodations, 4 apartments for workforce housing, and 11,600 square ft. of mixed use commercial development on parcel 27S22E016001, a 7 acre parcel of private land in the Spanish Valley Highway Commercial District, in Spanish Valley, San Juan County, that was approved for the Spanish Valley Overnight Accommodations Overlay

The Planning Commission is recommending the development be approved with the following primary uses, number of units, and associated information detailed below.

Gross acreage: **7 Acres**

Total project density per acre, per proposed use:

Residential – **10.86 Units per Acre**

Commercial – **1657 sf. per Acre**

Total overnight accommodation units: **72 Units**

Overnight accommodations unit density expressed as a per-acre ratio: **10.29 Units per Acre**

Total number of on-site employee housing units: **4 Units**

Common area and private open space acreage: **2.11 Acres**

Total number of parking spaces required and provided, including bicycle parking:

125 Total Parking Spaces

41 Commercial Spaces Required, 53 Commercial Spaces provided

Parking, service, and loading area acreage/spaces: **12 Spaces**

Project Floor Area Ratio (FAR): **.76**

Public open-space and similar publically-accessible feature acreage: **.17 acres publically accessible commercial space.**

The consideration for this application is to apply the Overlay to the specific development. The PC has made a recommendation for the Board of County Commissioners to approve the application.

Design and Development Conditions

There is a pipeline easement on the property that has been identified in the provided site plan showing road and parking spaces to accommodate the pipeline. Staff has requested a letter from the pipeline operator to ensure that the proposed development complies with any of their requirements. The developer is working with pipeline to provide that letter.

HISTORY/PAST ACTION

At the June 9, 2022 PC Meeting the Planning Commission recommended that the Spanish Valley Overnight Accommodations Overlay apply to parcel 27S22E016001, a 7 acre parcel of private land in the Spanish Valley Highway Commercial District, in Spanish Valley, San Juan County.

At the June 21, 2022 Board of County Commissioner's Meeting the County Commissioners approved the overlay for the property.

At the July 14, 2022 PC Meeting the Planning Commission recommended that the Spanish Valley Overnight Accommodations Overlay be applied to this specific development.



Clerk/Auditor
 Lyman W. Duncan
lduncan@sanjuancounty.org

2022 Primary Election Results – June 28, 2022 – San Juan County

U.S. HOUSE – DISTRICT #3

John Curtis – Republican	995
Christopher Niles Herrod - Republican	554

REPUBLICAN FOR U.S. SENATE

Becky Edwards - Republican	220
Ally Isom - Republican	87
Mike Lee – Republican	1258

REPUBLICAN FOR COMMISSION #2

Clint E. Black – Republican	101
Sylvia Stubbs – Republican	268

SAN JUAN SCHOOL BOARD DISTRICT #3

Sheila Stubbs Knight	256
Valerie Lee	139
Colleen E. Benally	181

TURNOUT

****See Attachment**

Rejected Ballots

No Signature	5
Mismatch Signature	63
Returned Late	0
Other	6
Provisional	0



Clerk/Auditor
Lyman W. Duncan
lduncan@sanjuancounty.org

Certification:

The Board of Canvassers has reviewed the Official Canvas Report and certifies that the election information contained in it is accurate.

Commission Chair Willie Grayeyes

Commissioner Kenneth Maryboy

Commissioner Bruce Adams

July 13, 2022



Clerk/Auditor
Lyman W. Duncan
lduncan@sanjuancounty.org

July 19, 2022

Commissioners,

It is that time of year again when the county tax rates need to be set. The Utah State Tax Commission has provided the county with their recommended certified tax rates for the different areas in the county that receive tax revenue. Listed below are these rates:

<u>Fund</u>	<u>Certified Tax Rate</u>
General Fund	0.002077
Library	0.000420
Tort Liability	0.000070
Public Health	0.000143

The state tax commission uses a combination of the Real Property Value, Centrally Assessed Value, and Personal Property Value to help them come up with the **Property Tax Rate Value** for the county which helps them to determine the certified tax rate. Overall, values have increased in 2022 from the values of 2021 and to give a **Property Tax Rate Value of \$1,089,388,900.**

	<u>2021</u>	<u>2022</u>
Real Property	\$538,860,201	\$680,736,496
Centrally Assessed	\$323,221,236	\$325,556,108
Personal Property	\$84,564,165	\$83,096,296
	\$946,645,602	\$1,089,388,900

Given the Property Tax Rate Value and the Certified Tax Rates listed above, the estimated revenue to the county is detailed below.

<u>2022 Estimated Revenue</u>	
General Fund	\$2,055,030
Library	\$415,557
Tort Liability	\$69,260
Public Health	\$141,487

When determining the certified tax rates, the Utah State Tax Commission attempts to determine a rate that will provide the county with roughly the same amount of revenue each year. When the values go up the rates go down and visa versa.

This year the certified tax rate is lower than the 2021 rate because the overall property values in the county increased from last year.

Recommendation

Since a rate above the certified tax rate can NOT be used without going through a process called Truth in Taxation, it is my recommendation that you choose to use the certified tax rates suggested by the Utah State Tax Commission.

Utah State Tax Commission - Property Tax Division Resolution Adopting Final Tax Rates and Budgets	Form PT-800 Rev. 02/15
--	----------------------------------

County: SAN JUAN

Tax Year: 2022

It is hereby resolved that the governing body of:

SAN JUAN

approves the following property tax rate(s) and revenue(s) for the year: **2022**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
10 General Operations	2,055,030	0.002077
30 Library	415,557	0.000420
50 Tort Liability	69,260	0.000070
540 Health	141,487	0.000143
950 Multicounty Assessing & Collecting	14,841	0.000015
955 County Assessing & Collecting	307,710	0.000311
	\$3,003,885	0.003036

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

Signature of Governing Chair

Signature: _____ Date: _____

Title: _____



SAN JUAN COUNTY COMMISSION

Willie Grayeyes	Chairman
Bruce Adams	Vice-Chair
Kenneth Maryboy	Commissioner
Mack McDonald	Administrator

July 15, 2022

Ms. Emily Fife, State Conservationist
 Natural Resources Conservation Service
 125 S. State Street-Wallace F Bennett Federal Building
 Salt Lake City, UT 84143

Re: Pack Creek Flood Control in Mill Creek HUC 1403000504

Dear Ms. Fife:

San Juan requests NRCS Watershed Program planning assistance for a potential Public Law (PL566) project located in the Pack Creek drainage, which originates in the La Sal Mountains of northern San Juan County and flows northerly through southern Grand County and Moab City into Mill Creek (USGS HUC 1403000504; see [Exhibit 1](#)).

The project would identify the appropriate solution(s) to control flooding and associated damage to public and private lands and improvements. The Pack Creek drainage does not have any flood control structures at present. Proposed flood control measures may include flood control structure(s), stream channel armoring, bridge improvements, and other measures identified by the project. We are proposing the Preliminary Investigation-Feasibility Report (PIFR) process to help us with these initial determinations.

We are a unit of local government with a legal interest in and responsibility for the watershed project proposed. We understand, as sponsors of a PL566 planning effort, that our responsibilities will include:

- Assisting in the locally led planning effort;
- Contributing a share of the project costs, as determined by NRCS, by providing funds or eligible services necessary to undertake the activity;
- Before being credited with the value of any in-kind contributions for in-kind services and/or acquisition of land rights, Sponsor will sign a Memorandum of Understanding (MOU) with NRCS;
- Obtaining any necessary real property rights, by eminent domain, if necessary;
- Obtaining any needed water rights, and regulatory permits at the Sponsor's cost; and
- Agreeing to provide for any required operation and maintenance of the completed measures.

We look forward to working with NRCS staff to complete a Preliminary Investigation Feasibility Report (PIFR) to provide reasonable assurance that a potential watershed project can be developed that addresses a PL566 purpose and that there are no apparent insurmountable obstacles to the completion of that project.

The names, addresses, and telephone numbers of the administrative and technical contacts in our organization are as follows:

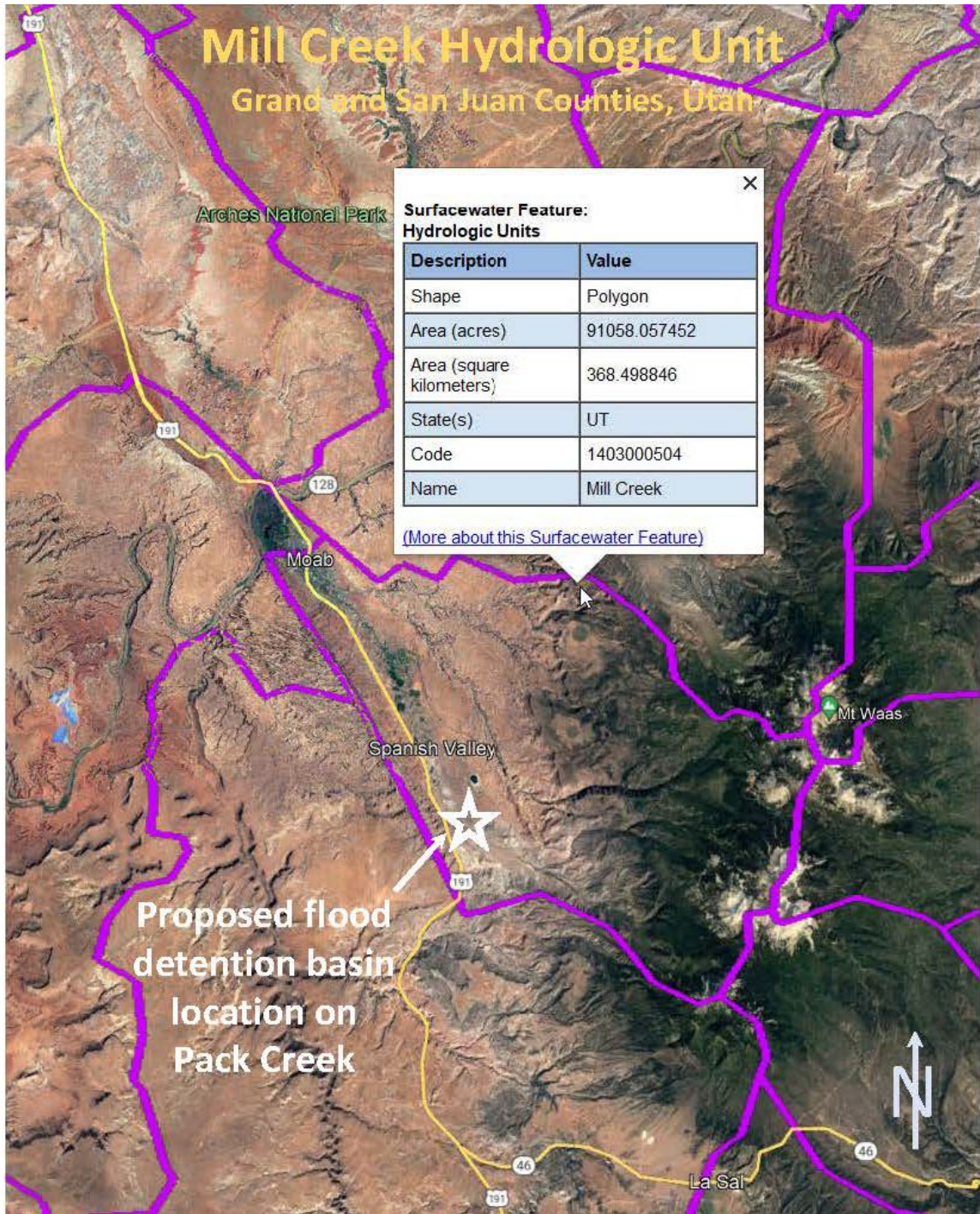
- Administrative: San Juan County: P.O. Box 9, Monticello, UT 84535
Mack McDonald, Chief Administrative Officer
O: 435-587-3225; C: 435-459-1054
mmcdonald@sanjuancounty.org
- Technical: San Juan County: P.O. Box 9, Monticello, UT 84535
Mack McDonald, Chief Administrative Officer
O: 435-587-3225; C: 435-459-1054
mmcdonald@sanjuancounty.org

Please contact him for any additional information that you might need in assessing our request.

Sincerely,

Willie Grayeyes
County Commission Chair

Figure 1 – Location Map of Mill Creek Hydrologic Unit with proposed Pack Creek flood detention basin location



State: Utah County: San Juan Watershed: Mill Creek HUC 140300504

Project Name: Pack Creek Flood Control

Sponsor's Name:	San Juan County		
Sponsor's Mailing Address:	P. O. Box 9, Monticello UT 84535		
Contact Name:	Mack McDonald	Phone:	435-587-3225
Title:	Chief Administrative Officer	Email:	mmcdonald@sanjuancounty.org
Sponsor Website:	https://sanjuancounty.org/		

Description of the existing condition in the watershed that would be addressed through a Watershed Flood Prevention Operations program project.

The Pack Creek watershed does not have any flood control structures. Recent flooding breached the stream banks, which damaged bridges, culverts and adjacent lands in three jurisdictions: San Juan County, Grand County and Moab City.

A Watershed Flood Prevention Operations program project would identify the appropriate flood control solution(s) to manage future Pack Creek flood events without risking human health and safety or damaging public infrastructure and private property.

Potential benefits of a Watershed Flood Prevention Operations program project.

The Pack Creek drainage crosses three political jurisdictions: San Juan County, Grand County and Moab City (from headwaters to confluence with Mill Creek). The drainage will benefit significantly from a Watershed Flood Prevention Operations program project. Potential benefits of the project to manage Pack Creek flooding include:

- Human health and safety of residents and visitors.
- Protection of public infrastructure such as bridges, roads and trails.
- Protection of private lands and homes.
- Protection of public lands, including parks and other open spaces.
- Protection of irrigation-ditch facilities.

State: Utah County: San Juan Watershed: Mill Creek HUC 140300504
Project Name: Pack Creek Flood Control

SPONSOR WILL:

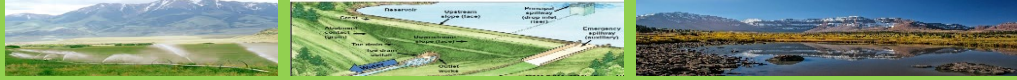
- Assist in the locally led planning effort: YES NO
- Obtain needed land rights including the use of power of eminent domain, if necessary: YES NO
- Provide local cost-share funds and/or in-kind services to provide the required portion of total project costs: YES NO
- Provide Funds for continuing Operation and Maintenance actions: YES NO
- Obtain required permits and approvals at Sponsor cost: YES NO
- Provide leadership to help ensure adequate conservation land treatment measures are maintained on at least 50% of the watershed area above retention reservoirs: N/A YES NO
- Before being credited with the value of any in-kind contribution for any in-kind services and/or acquisition of land rights, Sponsor will sign a Memorandum of Understanding (MOU) with NRCS: YES NO

Authorized Representative of Sponsor

Name (printed): Mack McDonald Title: San Juan County Chief Administrative Officer

Signature: _____ Date: _____

**PL566 WATERSHED PROGRAM
FACT SHEET - NRCS-UTAH**



<p>Authority: Public Law 83-566 (PL566) the Watershed Protection and Flood Prevention Act of 1954, as amended.</p>	
<p>Scope: National Watershed Program Manual (NWPM) sets the policy for all watershed plans developed under the Watershed Program. No project funded for planning or implementation under PL566 authority unless it meets all requirements set forth</p>	
<p>Project Sponsors: Local organizations (as defined in PL566, Section 2), that have legal authority and resources to install, operate, and maintain works of improvement. Local leadership, support and involvement is key for these type of projects.</p>	
<p>Overview: Program requires the development of physically, environmentally, socially and economically sound watershed project plans with actions scheduled for implementation over a specified period of years. Actions are within a specified geographic area by sponsors for the benefit of the general public.</p>	
<p>General Purposes: a) Preventing damage from erosion, floodwater, and sediment; b) Furthering conservation, development, utilization, and disposal of water; c) Furthering conservation and proper utilization of land</p>	
<p>Authorized Project Purposes: CS= Cost-Share (NRCS share)</p> <ol style="list-style-type: none"> 1) Flood Prevention (<i>Flood Damage Reduction</i>) - 100%CS 2) Watershed Protection – up to 75% CS 3) Public Recreation – 50% CS 4) Public Fish and Wildlife – 50% CS 5) Agricultural Water Management – up to 75% CS 6) Municipal & Industrial Water Supply - 50% CS 7) Water Quality Management – % TBD planning 8) Watershed Structure Rehabilitation - 65% CS 	
<p>Maximum Watershed Size: 250,000 acres (<i>for individual dam site drainage</i>) --> can be discontinuous sub-watersheds. Maximum Structure: No structure providing more than 12,500 ac-feet of floodwater detention or > 25K total capacity</p>	
<p>Economics: Show allocations per Purpose. Benefits and costs may be expressed in monetary & nonmonetary terms. Must contain benefits directly related to agriculture, including rural communities --> account for 20% of the total benefits.</p>	
<p>Recreation Development Limitations:</p> <ol style="list-style-type: none"> 1 development in watershed less than 75,000 acres 2 developments for watersheds 75,000 to 150,000 acres 3 developments (max) for watersheds greater than 150,000 acres 	
<p>Sponsor Responsibilities:</p> <ol style="list-style-type: none"> 1) <i>Power of Eminent Domain</i> : At least one Sponsor must have so that it may acquire real property, water, other. 2) <i>Permits and Licenses</i> : Sponsor must acquire needed permits, and licenses per local, State & Federal laws. 3) <i>Authority to Levy Taxes</i>: At least one Sponsor must have and exercise authority to levy taxes. 4) <i>Land Treatment above Reservoirs</i>: Sponsor must obtain agreements from landowners to implement soil conservation plans that meet NRCS Field Office Technical Guide criteria....on not less than 50 percent of the lands situated in the drainage area above each retention reservoir to be installed with Program funds. 5) <i>Public Participation</i>: Sponsor must arrange and carry out activities that encourage public to participate in planning. 6) <i>Financial</i>: Sponsor must show evidence of commitment for funding, installing, operating and O&M. Sponsor will perform all contracting for construction of any structure...except upon request NRCS may perform. 7) <i>Watershed Management</i>: Sponsor must implement needed watershed management features such as permitting, zoning, land use regulations, easements or upstream watershed protection. 8) <i>Municipal & Industrial (M&I) Water</i> : Sponsor must provide all technical services to implement M&I water supply. USDA to be reimbursed for at least one-half of the cost of M&I storage for current demand and all of the cost of M&I storage for future 9) <i>Operation and Maintenance</i>: Sponsor use authority to ensure installation, operation and maintenance as planned. 10) <i>Storm and Sanitary Sewers</i>: Storm & sanitary sewers, or relocations and changes to existing = sole cost of Sponsor. 	

Watershed Projects State Web Page:
bit.ly/waterops



State of Utah
School and Institutional
Trust Lands Administration

675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2813
801-538-5100 Fax 801-355-0922
trustlands.utah.gov

David Ure
Director

June 1, 2022

Ms. Emily Fife, State Conservationist
Natural Resources Conservation Service
125 S. State Street-Wallace F Bennett Federal Building
Salt Lake City, UT 84143

Subject: 2022 NRCS Watershed Program Assistance for Pack Creek Flood Control

Dear Ms. Fife:

The Utah School and Institutional Trust Lands Administration, SITLA, is a landowner along Pack Creek in both San Juan County and Grand County, Utah. The undeveloped SITLA properties were flooded in August 2021 when upstream debris clogged the culvert crossings at Kens Lake Cutoff, Pack Creek Cutoff and Stocks Drive; these clogged culverts diverted floodwaters and debris onto SITLA's lands.

SITLA supports San Juan County's efforts to secure funding and technical assistance through NRCS's Watershed Program for a PL566 project and the Preliminary Investigation-Feasibility Report (PIFR) process to determine flood mitigation measures that will reduce landowner risks associated with flooding along Pack Creek in Spanish Valley.

Should any questions arise concerning this letter of support or SITLA's property, you may reach me at either eliseerler@utah.gov or 801-538-5100.

Sincerely,

Elise Erler
Deputy Assistant Director, Development

cc: San Juan County



COMMISSION STAFF REPORT

MEETING DATE: July 19, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of the Memorandum of Understanding Between San Juan County and the State of Utah, Navajo Nation, Navajo Tribal Utility Authority, and the City of Blanding for the Westwater Project, Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a motion approving the Memorandum of Understanding

SUMMARY

In an effort to create a coordinated effort for the Westwater Project, it has been suggested that all of the governmental entities enter into a MOU that details each party's participation in the Westwater Infrastructure Project.

HISTORY/PAST ACTION

The County has already applied and been awarded the \$40,000 and \$457,000 for preliminary design and complete design of the infrastructure for the Westwater Project and will act as a pass-through agent for the funds that will be directed to the Navajo Tribal Utility Authority which was approved in commission meetings 11/13/2021, 10/19/2021 and 3/1/2022

FISCAL IMPACT

County is a pass-through agent for this project. County permitting fees will be waived. Administrative time is donated to the project. The County will work with the Water Conservancy District on establishing a lease for the water shares for the project to either the Navajo Nation or Blanding City.

Westwater Water Project Memorandum of Understanding

This Westwater Water Project Memorandum of Understanding (“MOU”) is made by and between the State of Utah (the “State”), the Navajo Nation (the “Nation”), the Navajo Tribal Utility Authority (“NTUA”), San Juan County (the “County”), and the city of Blanding, Utah (the “City”). The entities will hereinafter be referred to jointly as “Parties.”

I. The Westwater Water Project

The Westwater Water Project (the “Project”) is a cooperative water project supported jointly by the Parties. The Project involves the funding and construction of new public drinking water facilities to provide safe and reliable potable water to homes in the Westwater community, a uniquely situated community of Navajo Nation tribal members located near the City. A new public supply ground water well and arsenic treatment will also provide the City with an additional water source. A new master meter connection to the City’s public water system and water supply lines will deliver water to the Westwater community. The Parties agree that achieving the goals and objectives set forth in this MOU is in the mutual best interest of residents of the City, the Westwater community, the County, the Nation, and the State.

II. Purposes of this MOU

The Parties share the goal of providing a lasting, safe, and reliable source of drinking water to the Westwater community that also benefits the City and its residents. Achieving these goals will require the coordinated efforts of the Parties. The purpose of this MOU is to memorialize the Parties’ respective commitments and support for the Project.

The Parties also intend to enter into a formal Interlocal Agreement under the Interlocal Cooperation Act, Utah Code Section 11-13-101 *et seq.*, at a later date. This MOU establishes the general framework for the future Interlocal Agreement.

III. The State’s Commitments

The State will support the completion of the Project by providing the following funding sources. Upon receipt of grants, no repayment by the receiving entity will be required regardless of whether or not the project is completed:

- \$497K to the County and \$381K to the City for design from the Drinking Water State Revolving Fund (“DWSRF”) in the form of principal forgiveness.

- \$3.5M grant from American Rescue Plan Act (“ARPA”) funding, to be allocated to the City, for drinking water infrastructure including a new well and arsenic treatment.

The State commits to assist the County, City and Nation in locating and securing additional water rights or shares if needed to meet the needs of the City and the Westwater community for 29 homes or equivalent residential units (“ERUs”).

The State commits to working with the Nation, City, and County to ensure that all necessary Rights-of-Way are obtained for the Project.

The State also commits to working with the Nation to develop an agreement governing the on-going operation and regulatory oversight of the Project.

IV. The Nation’s Commitments

The Nation commits to seeking funding and providing professional staff resources to support the timely and successful completion of the Project.

The Nation commits to supporting the application for and transfer of water rights or shares from the San Juan County Water Conservancy District to ensure that water shares or water rights can be immediately accessed by the City before the commencement of water services to the Westwater community.

The Nation also commits to working with the State, City, and County to ensure that all necessary Rights-of-Way are obtained for the Project.

V. The NTUA’s Commitments

NTUA commits to owning and operating the water distribution system and to be the administrative contact for the Westwater community. Additionally, NTUA commits to overseeing the design, construction, and completion of the water system for the Westwater community.

VI. The County's Commitments

The County will act as the fiscal sponsor for the Westwater community for grant funding from the State. The County will also commit to supporting the leasing or transfer water shares or water rights equivalent to 29 ERUs to the City.

The County shall also waive associated fees related to the project.

VII. The City's Commitments

The City provides the following commitments for the Project:

- To pursue the design, construction and completion of a new public supply well and arsenic treatment for the city and master meter connection adequately sized for the Westwater community.
 - If after the design of the system the City determines that it requires additional funding for the construction and completion of the well and treatment, then the State agrees to assist in identifying other sources of funding. ~~The City agrees to make a final decision about whether to accept and utilize the ARPA funding for the well and arsenic treatment by September 1, 2022 in order to ensure that the ARPA funding is obligated by December 31, 2024.~~
- To stipulate that the \$3.5M in ARPA funding the State is providing to the City, meets all the requirements for connection fees, impact fees, or other fees necessary to connect and begin supplying water to support the 29 ERUs as part of the Project, under paragraph 4 of the Blanding City resolution dated September 14, 2021.
- To stipulate that the City will charge Westwater and NTUA water rates equal to rates paid by equivalent Blanding ratepayers.
- To begin providing water service to the Westwater community as soon as the Westwater portion of the Project is completed, up to a maximum amount of 29 ERUs.

VIII. Mutual Commitments

- The Parties agree to sign this MOU in order to continue to make progress on the Project and associated funding.
- The Parties agree to use their best reasonable efforts to enter into a definitive Interlocal Agreement relating to the Project as soon as possible.

- This Agreement does not affect or modify existing laws, rules, regulations or responsibilities and authorities of the Parties.
- This MOU is not intended to and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the State of Utah, the Navajo Nation, NTUA, San Juan County, or the City of Blanding, their respective agencies, officers, or any affiliated person.
- The parties' actions under this MOU shall be without discrimination as to race, color, creed, sex, or national origin.

[Signature Page Follows]



COMMISSION STAFF REPORT

MEETING DATE: July 19, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of Low Income Tax Abatement, Lyman Duncan, Clerk/Auditor

RECOMMENDATION: Approval

SUMMARY

San Juan County resident has requested a low tax abatement

HISTORY/PAST ACTION

In the past the commission has approved abatements

FISCAL IMPACT

\$707.38 in back taxes would be forgiven.

County Application

2020 Low Income Abatement and Homeowner's Tax Credit Application

(For low income, elderly, and widows/widowers)

TC-90CY
Rev. 1/20

Homeowners and Mobile Homeowners applying for property tax credit must file this form with the county where the home is located by Sept. 1, 2020.

Renters and Mobile Homeowners applying for 1ct rental refund, file the TC-90CB application with the Utah State Tax Commission by Dec. 31, 2020.

Applicants who check box 2 in Section 5 (back of form) must file this form in person.

Section 1 - Applicant's Name If more than one person lives in a household, only one person may file an application.

Applicant's last name Rogers	Applicant's first name Edna	Middle initial R	Birth date 10/18/39	Social Security number [REDACTED]
Spouse's last name (if spouse is living)	Spouse's first name	Middle initial	Birth date	Social Security number
Address 165 N. 1st W. P.O. Box 3	City Monticello	County San Juan	State UT	ZIP code 84535
			Daytime telephone number 435-587-2433	

Enter your property serial/account number(s) from your most recent property tax billing notice

A0012000025B

Section 2 - Household Income Household income must include ALL household members' incomes.

Complete and add lines 1 through 10 and enter the total on line 11. Household income is income received during 2019 from all members living in the household as of Jan. 1, 2020, not just the applicant. A "household" is an association of all people living in the same dwelling, sharing furnishings, facilities, accommodations and expenses. Send supporting income documentation for information provided below.

Total members in household as of Jan. 1, 2020 1

1. Wage/salaries/tips/other compensation (W-2, 1099Misc, etc.) 1 22464.12	6. Government assistance 6
2. Total interest income, dividends (taxable/nontaxable) 2	7. Unemployment, worker's compensation 7
3. Pensions, annuities - include IRAs (taxable/nontaxable) (Include copy of federal return and all schedules. This amount will be reviewed.) 3	8. Business, rental, farm income (include copy of federal return and all schedules. This amount will be reviewed.) 8
4. Social Security/Railroad retirement (taxable/nontaxable) (send supporting documentation) 4	9. Depreciation on claimed residence (Include copy of federal return and all schedules. This amount will be reviewed.) 9
5. Current year capital gain or loss (Include copy of federal return and all schedules. This amount will be reviewed.) 5	10. Other income received under UC §59-2-1202 such as alimony, nontaxable interest, etc. (send supporting documentation) 10
	11. Total 2019 household income from all sources (add lines 1 through 10) 11 22464.12

You do not qualify if the amount on line 11 is greater than \$34,167. The Tax Commission will review your application and determine eligibility for refund. You may be required to submit additional information to support your claims.

Section 3 - Low Income Abatement To qualify for low income abatement, applicant must answer all three questions below.

1. Will you be age 66 or older on or before Dec. 31, 2020, or under age 66 and disabled, or under age 66 and it would be an extreme hardship to pay the tax? If you are disabled and applying for the first time, attach a medical statement signed by your doctor. If you are under extreme hardship, attach an explanation of hardship. ----- Yes No
2. Was the total household income (from Section 2, line 11) less than \$34,167? ----- Yes No
3. Will you reside in the home for which you are claiming the abatement for ten months during 2020? ----- Yes No

If the answer to all three questions is "Yes," you qualify for the low income abatement.
If you qualify for the low income abatement, you may also qualify for the homeowner's tax credit on the back of this form.

For more information, contact your county government listed below:

Beaver County 435-498-6436	Garfield County 435-676-1109	Rich County 435-793-5155	Utah County 801-851-8109
Box Elder County 435-764-1111	Grant County 435-259-1321	Salt Lake County 385-468-8300	Wasatch County 435-657-3190
Cache County 435-765-1153	Honolulu County 435-477-8332	San Juan County 435-587-3223	Washington County 435-634-5712
Carbon County 435-838-3221	Jefferson County 435-823-3410	Sanpete County 435-835-2142	Wayne County 435-836-1300
Daggett County 435-794-2110	Kane County 435-644-2456	Sevier County 435-893-0401	Weber County 801-399-8400
Davis County 801-451-6687	Millard County 435-743-5227	Summit County 435-336-3016	
Duchesne County 435-756-1111	Morgan County 801-845-4030	Tooele County 435-843-3311	
Emery County 435-951-1111	Mesa County 435-577-2540	Uintah County 435-781-5361	

Section 4 - Homeowner's Tax Credit Applicant must answer all 4 questions.

1. Will you be age 66 or older on or before **Dec. 31, 2020, OR** are you a widow or widower? If you are a widow or widower, enter your spouse's date of death: 6-6-2008 Yes No
2. Was the total household income (from Section 2, line 11) less than \$34,167? Yes No
3. Will you furnish your own financial support for 2020 (You cannot be claimed as a dependent on someone else's tax return for 2020)? Yes No
4. Will you live in Utah for the entire year of 2020? You must be domiciled in Utah for the entire 2020 calendar year to be eligible. Yes No

If your name is not listed as the property owner of the Property Tax Billing Notice, attach legal documentation of ownership. Only property tax on applicant's primary residence is eligible for property tax credit.

Is the home located on property that exceeds one acre? Yes No
 Is any portion of the home rented out? Yes No
 Is a portion of the home used for business? Yes No

If yes, total number of acres _____
 If yes, what percent is rented _____
 If yes, what percent is used _____

You must have owned the home on Jan. 1, 2020 to qualify. If you qualify for property tax credit, you may also qualify for low income abatement, on the front of this form.

Section 5 - Residency Status of Applicant

Under state and federal law we are prohibited from processing this application or issuing a credit to any person who fails to provide this information.

Check one (providing false information subjects the signer to penalties for perjury):

1. I am a U.S. citizen and have provided my Social Security number on the front of this form.
2. I qualify under 8 U.S.C. 1341 and I am present in the U.S. lawfully. I-94 Number*: _____

If you checked box 2, you must file this form in person and bring proof of your I-94 Number and/or Alien Registration Number. Alien Registration Number*: _____
 *The I-94 (arrival/departure) number and/or the Alien Registration Number are issued by the U.S. Citizenship and Immigration Service.

Under penalties of perjury, I declare that I am a U.S. citizen OR that I qualify under 8 U.S.C 1641 and am present in the United States lawfully.

Signature of applicant: X Date signed: 7-25-2020

Section 6 - Certification and Signature Read certification, sign and date.

Under penalties of perjury, I declare to the best of my knowledge and understanding, this information is true, correct and complete.

Signature of applicant: X Edna R. Rogers Date: 7-25-2020
 Signature of spouse (spouse must sign if home is owned in joint tenancy): X Date: _____
 Preparer's name and address or organization (if not applicant): _____ Preparer's telephone number: _____

For Tax Commission Use Only		For County Use Only	
CB used by county	CB available (max-used)	Tax amount	
CB rent possible	CB amount vs CB available	Blind and/or veteran	
		Homeowner's valuation reduction (additional 20%)	
		Circuit breaker	
		Low income abatement	
		Net tax due	
		County government approval	Date approved

Property Tax Credit Refund Schedule

2019 Household Income		Maximum Homeowner's Tax Credit
\$0	\$11,617	\$1,046
11,617	15,491	614
15,491	19,362	782
19,362	23,234	500
23,234	27,108	172
27,108	30,751	200
30,751	Unl. C.	0

SAN JUAN COUNTY CORPORATION
Tax Roll Master Record

Item 23.

March 21, 2022

10:48:53AM

Parcel: A0012000025B	Entry: 163656
Name: ROGERS ALAN L-ET AL	
c/o Name:	
Address 1: PO BOX 126	Property Address
Address 2:	165 N 100 W
City State Zip: MONTICELLO UT 84535-0000	MONTICELLO 84535-0000
Mortgage Co:	Acres: 0.25
Status: Active	Year: 2021 District: 004 MONTICELLO CITY 0.015330

Owners	Interest	Entry	Date of Filing	Comment
ROGERS ALAN L-ET AL		163656	10/09/2020	(1053/0798)
ROGERS DWIGHT A		163656	10/09/2020	(1053/0798)
ROGERS DAN S		163656	10/09/2020	(1053/0798)

Property Information	2021 Values & Taxes				2020 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BR03 MOBILE HOMES	0.00	66,350	36,493	559.44	49,147	27,031	420.28
LP01 LATE PENALTY	0.00	0	0	17.25	0	0	0.00
LR01 RESIDENT LOT	0.25	15,500	8,525	130.69	15,500	8,525	132.55
Totals:	0.25	81,850	45,018	707.38	64,647	35,556	552.83

Property Type	Year Built	Square Footage	Basement Size	Building Type
BR03 MOBILE HOMES	1971	1,040		MANUFACTOR HOME

****** ATTENTION !! ******

Tax Rates for 2021 have been set and approved. All levied taxes and values shown on this printout for the year 2021 should be correct.

2021 Taxes:	690.13	2020 Taxes:	552.83
Special Fees:	0.00	Review Date	
Penalty:	17.25	12/08/2021	
Abatements: (0.00)		
Payments: (0.00)		
Amount Due:	707.38	BACK TAXES OWING!	

Back Tax Summary							
Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2021	690.13	0.00	17.25	11.00	7.00%	0.00	718.38
Totals:	690.13	0.00	17.25	11.00		0.00	718.38

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

REDD-PALMER SUBDIVISION, LOT 25: BEG AT A PT WH IS N 297 FT OF THE NE COR OF BLOCK K, MONTICELLO TOWNSITE SURVEY AND RNG TH N 100 FT, TH W 107.25 FT, TH S 100 FT, TH E 107.25 FT TO THE POB. (OTHERWISE DESCRIBED AS: E 107.25 FT OF LOT 25, REDD PALMER SUBDIVISION.) (.25 AC) A0012000025B

History

WD FROM CAROLYN KAY SMITH, 113373, 929/588, 6/29/11. AFFIDAVIT TERM JT TENANCY, 163656, 1053/798, 10/09/20.