



**BOARD OF COMMISSIONERS MEETING**  
**117 South Main Street, Monticello, Utah 84535. Commission Chambers**  
**June 17, 2025 at 11:00 AM**

---

**AGENDA**

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CONFLICT OF INTEREST DISCLOSURE**

**PUBLIC COMMENT**

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

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

**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 \$7,183.65 in Small Purchases; \$2,183.65 for the Road Department Gear Pump and Motor and \$5,000 for the Visitor Service Utah Tourism Industry Association Sponsorship
2. Approval of the June 3, 2025 Commission Meeting Minutes
3. Approval of the Check Registers for May 30 to June 12, 2025
4. Approval of the 2025 State of Utah Contract between the State of Utah Department of Health and Human Services and San Juan County for the Aging Program

5. Approval of the Lease and Service Agreement with ImageNet for the San Juan County Treasurer's Office Print/Copy Machine.

## **RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**

6. Presentation on the Latigo Wind Park. Tyler Erickson, Plant Operations Lead
7. Presentation of the Utah Coalition of Cities and Counties. Sarah Davenport-Smith, Managing Director and Founder

## **BUSINESS/ACTION**

8. Consideration and Approval of the Fire Warden Agreement between the Utah Division of Forestry, Fire and State Lands and San Juan County for the Vehicle Agreement Termination. Mitchell Maughan, County Attorney
9. Consideration and Approval of the State of Utah Contract between the State of Utah, Administrative Office of the Courts and San Juan County to Provide Court Perimeter and Bailiffs Services at the Courthouse. Lehi Lacy, County Sheriff
10. Consideration and Approval of an Equipment Exchange Agreement Between San Juan County and Blanding City for an Equipment Exchange and Demolition Waste Acceptance for the County Landfill. Jed Tate, Landfill Manager
11. Approval of the State of Utah Contract between State of Utah, Utah Attorney's General's Office and San Juan County for the San Juan Children's Justice Center Fiscal Year 2026 Amendment #3 Project Budget. Robert Nieman, Children's Justice Center Director
12. Consideration and Approval of the Governor's Office of Economic Opportunity Familiarization Tours Contract between Utah Office of Tourism and San Juan County for Trade and Media Familiarization Tours and Staff, Board, and Vendor Educational Meetings and Tours. Allison Yamamoto-Sparks, Visitor Service Manager
13. Consideration and Approval of the Right-Of-Way Grant between the United States Department Of The Interior Bureau Of Land Management and San Juan County to terminate the Salt Lake Meridian Access Road. Mack McDonald, Chief Administrative Officer

## **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\*\*



Wheeler



Wheeler Machinery Co.  
1831 South Highway 191  
Moab, UT 84532  
(435)259-6976

## CUSTOMER QUOTE - EXPIRES 07/02/25

Item 1.

CUSTOMER NUMBER	DOCUMENT NUMBER
080103	MBQ003370
DOCUMENT DATE/TIME	WORKORDER / SEG / OPR
06/02/25 09:15	/
NEED BY DATE	PAYMENT
06/11/2025	CHARGE



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

RECEIVED

SHIP TO SAN JUAN COUNTY  
835 EAST HWY 491  
MONTICELLO UT 84535

JUN 02 2025

APPROVED

ORDERED BY		TELEPHONE		ENTERED BY		STORE	DIV	PAGE			
		435-459-0131		CODY D EDWARDS		17	G	1			
CUSTOMER ORDER NUMBER / PURCHASE ORDER		DELIVERY LOCATION			SHIP VIA		TOTAL SHIPPED WEIGHT				
							0.0				
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		ARRANGEMENT NO.					
LINE #	PART NUMBER	DESCRIPTION	ORDERED	SHIPPED	BACKORD	N/R	LOCATION	SOS	GROSS WEIGHT	PRICE	EXTENDED PRICE
1	305948	Gear Pump A-Pad	1		1		NON-STK	BBR	.0	1,131.00	1,131.00
2	1508-E	O-Ring (S/N 87512	1		1		NON-STK	BBR	.0	1.25	1.25
3	DD-256-C	Hyd. Motor Ser# 86	1		1		NON-STK	BBR	.0	1,052.65	1,052.65





UTAH TOURISM INDUSTRY ASSOCIATION

PO Box 817  
Draper, UT 84020 US  
+1 8015577416  
info@utahtourism.org  
utahtourism.org

Item 1.

## INVOICE

**BILL TO**

Allison Yamamoto-Sparks  
San Juan County Visitor  
Services  
117 S Main St  
Monticello, UT 84535

**INVOICE #** 2869

**DATE** 05/22/2025

**DUE DATE** 06/21/2025

**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
Tourism Conf Sponsorship Old West Photo Shop (\$5,000)	1	5,000.00	5,000.00

Please note: UTIA is a non-profit 501 C (6) membership organization.  
Dues/sponsorships are not deductible as charitable contributions for  
Federal income tax purposes.

**BALANCE DUE**

**\$5,000.00**

Please update records with our new address:

Utah Tourism Industry Association  
PO Box 817  
Draper, UT 84020



## BOARD OF COMMISSIONERS MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers  
June 03, 2025, 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: I -** <https://www.utah.gov/pmn/files/1285703.mp3>

**II -** <https://www.utah.gov/pmn/files/1285701.mp3>

**III -** <https://www.utah.gov/pmn/files/1285699.mp3>

**IV -** <https://www.utah.gov/pmn/files/1285697.mp3>

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

### CALL TO ORDER

**Time Stamp 0:00:15 (audio) & 0:04:35 (video)**

Commission Chair Stubbs called the meeting to order at 11:06 a.m.

### ROLL CALL

**Time Stamp 0:00:30 (audio) & 0:04:50 (video)**

Commission Chair Stubbs called for attendance:

### PRESENT

Commission Chair Silvia Stubbs

Commission Vice-Chair Lori Maughan

Commissioner Jamie Harvey

### STAFF

Mack McDonald, County Administrative Officer (CAO)

Lyman W. Duncan, County Clerk/Auditor

Jens Nielson, Deputy County Attorney

### INVOCATION

**Time Stamp 0:00:41 (audio) & 0:05:01 (video)**

Invocation was offered by Randy Day, resident of Spanish Valley.

## PLEDGE OF ALLEGIANCE

**Time stamp 0:01:27 (audio) & 0:05:47 (video)**

The Pledge of Allegiance was led by Lyman W. Duncan, resident of Monticello.

## CONFLICT OF INTEREST DISCLOSURE

**Time stamp 0:01:55 (audio) & 0:06:15 (video)**

Commission Chair Stubbs asked each commissioner if they had any conflicts of interest with today's commission agenda: Each affirmed they did not have any conflicts with today's agenda.

## PUBLIC COMMENT

*Public comments will be accepted through the following Zoom Meet link*

<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile +13462487799,,88279631170# US (Houston)

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

**Time Stamp 0:02:20 (audio) & 0:06:40 (video)**

Mack opened the meeting up for public comment. He asked if any in the audience had any comments. He then proceeded to ask those individuals who were online (no one) if they had any comments.

Shanon Brooks, resident of Monticello, expressed concern about agenda item #15. He feels the procedures and noticing for the agenda item do not follow state code.

Bev O'Neil, resident of Spanish Valley expressed concern with the Sky Ranch Subdivision and a landing strip that intersects the subdivision. She feels the development will overwhelm the spacing of the subdivision.

Marjorie Haun Storeland, resident of La Sal, thanked the commission for the good they are doing within the county. She is concerned about outside forces that are looking to stymie the county's efforts in economic development. She is supportive of the Velvet-Wood mining project.

Joy Howell, resident of Mexican Hat, expressed support for Marjorie's comments. She wants the county to "raise the bar" in zoning.

Jim Schnapel lives up north, and works for a subdivision, he is concerned about the airstrip runway and how it might affect his property (to the south). He feels the county needs to follow state law.

Randy Day, resident of San Juan County, has worked in real estate development for over 40 years. He said the state law requires the public noticing of every landowner that is next (within 2,500 ft.) to the airstrip. He presented the H. B. 44 - Private Airport Notice Amendment. He feels the airport runway will devalue local properties.

## **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.*

### **Time Stamp 0:22:15 (audio) & 0:26:35 (video)**

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

Motion made by Commissioner Harvey, Seconded by Commission Vice-Chair Maughan.

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

1. Approval of the Small Purchase of \$2,800 for IFE Services for San Juan County Administration
2. Approval of the Check Registers May 17 to May 29, 2025
3. Approval of May 20, 2025, Commission Meeting Minutes

## **PUBLIC HEARINGS**

### **Time Stamp 0:23:26 (audio) & 0:30:46 (video)**

Motion to enter a Public Hearing:

Motion made by Commission Vice-Chair Maughan, Seconded by Commissioner Harvey.

Voting Yea: Commissioner Chair Stubbs, Commission Vice-Chair Maughan

4. Consideration and Approval of a Rezone Application at the Lisbon Valley Mine Property on Parcel #30S25E265400. The Request is to Rezone their Existing Industrial Zoning District to a Multiple Use Zoning District. Kristen Bushnell, Planning Administrator and Klint York, Lisbon Valley Mining Company

### **Time Stamp 0:24:20 (audio) & 0:28:41 (video)**

Kristen Bushnell, Planning Administrator, presented the rezone application for the commission to review and approve. Trent Shaefer, Planning Commissioner, presented additional information in support of the project.

Randy Day, resident of Spanish Valley, expressed support for the housing project.

Klint York, mine manager, stated the housing project will be a great benefit for the incoming employees.

Motion to Close Public Hearing:

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

Motion to approve Agenda item #4:

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

## BUSINESS/ACTION

5. Consideration and Approval of the Sky Ranch Phase II Subdivision. Jens Nielson, Deputy County Attorney

**Time stamp 0:29:33 (audio) & 0:33:53 (video)**

Jens Nielson, Deputy County Attorney, presented the reason why Judge Torgerson remanded the case back to the commission. The first question to be asked is the airstrip part of the subdivision and can it be operated safely? The airstrip has been in place since 1980; lots were added afterwards. Safety reports from both sides were prepared and submitted to the planning commission. Johnny Miller, UCIP CEO, has worked with San Juan County since 2008. He stated that Commissioner Adams asked UCIP to investigate the airstrip issue. He stated the safety issue was addressed. Jens continued presenting the Sky Ranch II subdivision for the commission to review and approve.

Carl Spielman, former pilot and owner of 72 acres in Spanish Valley. He feels there are non-conforming actions by the county. He feels there are three-dimensional issues with the Sky Ranch airstrip. He also stated there are three airports within the county, and all are out of town, with very few residential properties nearby. He encouraged the commission to listen to all the views.

Jimmy Anderson, attorney for Carl Spielman, stated he wants to cover all the salient points for the filing. He feels there is not enough safety information regarding the Sky Ranch airstrip. He then gave a history of the airstrip, which was built by Bud Tangren. The runway was extended by 450 feet and slightly changed its direction. The FAA was never involved, because it is a county issue. The original subdivision was for six lots, now, the proposal is fifty-one (51) lots, with thirty (30) more in planning. He referenced the Wicks Report, the high conditions, hot and dusty, without an adequate buffer zone. The runway is 3,700 feet long. The buffer is 240 feet, but without runway buffers. He recommended the buffer zone to be expanded.

He addressed the grandfathering argument, he feels they lost the grounds due to lack of use, change in ownership, single-use pilot (rancher).

Justin Matkin, attorney for Sky Ranch, stated the FAA regs introduced earlier only apply to commercial airports. The FAA has approved much smaller runway lengths. The county was notified the owner was going to improve the runway and center it as needed. In 2017, Tangren spent hundreds of thousands of dollars on excavating and paving. There is a YouTube video showing the airstrip paving construction. He stated the runway is there and will always be there.

Larry Williams, resident of Tennessee, was an aviation inspector for 34 years and is now a consultant. He was contracted by Sky Ranch Estates to check the safety aspects of the airstrip. The first FAA form filed by the runway was in 1984. The displaced threshold is 240 feet. He stated the runway is appropriate, even some jets can fly out of the private airstrip. He felt the activity level of flying for the airstrip would be very low. Some pilots may fly only a few times a year. The pilot has ultimate authority whether to fly or not to fly.

Commission Chair Stubbs mentioned she has been to the airstrip several times. She feels the valley is beautiful and very desirable to live in. She is concerned about how the project is getting bigger. Mr. Matkin stated there is no plan for commercial aviation for the airstrip. Jens spoke about the original six property owners, and if more residences were built, then the county could control the number of flights per day.

Carl Spielman stated there had been a close call accident with the only homeowner in the subdivision.

Commission Vice Chair Maughan asked about safety, was it approved then, or are we considering it for today? Mr. Anderson stated that he felt the Judge was asking the commission to find better data or findings.

John Ramsey, homeowner of Sky Ranch Estates, emphasized that the airstrip is private and not a commercial airport. He felt there were too many lots for the estates. Mr. Matkin asked John Ramsey if he had any accidents or if the tread marks were from high school youth in cars spinning donuts.

Commissioner Harvey asked about who wrote the rules for the property. Mr. Matkin stated they were developed by the property owner and were on page 637 of the Commission packet. The plat has yet to be recorded due to the lawsuit. Commissioner Harvey asked if there were any aerial photographs from the past and for today.

Motion to Table:

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

6. Consideration and Approval of the Adjustment in Compensation for the San Juan County Assessor. Rick Meyer, County Assessor

**Time Stamp 2:38:45 (audio) & 2:43:05 (video)**

Rick Meyer, County Assessor, presented the request for the wage adjustment for the county assessor position for the commission to review and approve. He requested to be compensated at the same rate as the county surveyor, since both elected officials are licensed. The commission requested Rick & Mack provide more information and return at another time.

7. Consideration and Approval of the Central Federal Lands Highway Division Project. Todd Adair, SJC Road Superintendent

**Time Stamp 2:47:25 (audio) & 2:51:45 (video)**

Todd Adair, Road Superintendent, presented the federal highway recreational project for the commission to review and approve

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

8. Approval of the Combined Early and Periodic Screening, Diagnostic, and Treatment Consumer Ed-San Juan Contract between San Juan County and the State of Utah Department of Health and Human Services. Mike Moulton, Public Health Interim Director

**Time Stamp 2:51:13 (audio) & 2:55:33 (video)**

Mike Moulton, Public Health Interim Director, presented the contract for the commission to review and approve.

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

9. Approval of the Early Childhood Targeted Case Management Contract between San Juan County and the Utah Department of Health & Human Services. Mike Moulton, Public Health Interim Director

**Time Stamp 2:54:08 (audio) & 2:58:28 (video)**

Mike Moulton, Public Health Interim Director, presented the contract for the commission to review and approve.

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

10. Consideration and Approval of the Contract between the Utah Department of Environmental Quality and the San Juan County Public Health Department for Funding Year 2026. Mike Moulton, Public Health Interim Director

**Time Stamp 2:55:31 (audio) & 2:59:53 (video)**

Mike Moulton, Public Health Interim Director, presented the contract for the commission to review and approve.

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

11. Consideration and Approval of the Letter of Financial Commitment for San Juan County's participation in the Utah Office of Tourism Co-op Marketing Grant Application for \$225,000. Allison Yamamoto-Sparks, Visitor Services Manager

**Time stamp 2:58:32 (audio) & 3:02:54 (video)**

Allison Yamamoto-Sparks, Visitor Services Director, presented the letter of financial commitment for the commission to review and approve.

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

12. Consideration and Approval of the Letter of Support for the Co-op Marketing Grant Application for Blanding. Allison Yamamoto-Sparks, Visitor Services Manager

**Time stamp 3:05:43 (audio) & 3:10:04 (video)**

Allison Yamamoto-Sparks, Visitor Services Director, presented a letter of support for the Blanding grant application for the commission to review and approve.

13. CONSIDERATION AND APPROVAL OF AN ORDINANCE OF SAN JUAN COUNTY, UTAH, IMPOSING A TRANSIENT ROOM TAX NOT TO EXCEED 4.5% ON CHARGES FOR ACCOMMODATIONS AND SERVICES INCLUDING SHORT-TERM RENTALS OF TOURIST HOMES, HOTELS, MOTELS, TRAILER COURTS, AND SIMILAR ACCOMMODATIONS AS AUTHORIZED BY UTAH CODE § 59-12-301(1)(a)(i). Allison Yamamoto-Sparks, Visitor Services Manager

**Time Stamp 3:08:16 (audio) & 3:12:36 (video)**

Allison Yamamoto-Sparks, Visitor Services Director, presented the ordinance imposing a transient room tax on short term rentals, homes, hotels, trailer parks, and similar accommodations for the commission to review and approve.

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

14. CONSIDERATION AND APPROBAL OF A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, STATE OF UTAH, ADOPTING RULES OF ORDER AND PROCEDURE PURSUANT TO UTAH CODE ANNOTATED §17-53-206. Mitchell Maughan, San Juan Attorney

**Time Stamp 3:16:55 (audio) & 3:21:15 (video)**

Considering the depth of discussion in the work session meeting, it was agreed to table Agenda #14.

Motion to Table:



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

15. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, STATE OF UTAH, REMOVING THE COVER LETTER AND THE WORD "DRAFT" FROM THE SPANISH VALLEY DEVELOPMENT ORDINANCES ADOPTED BY THE COUNTY ON NOVEMBER 19, 2019. Mitchell Maughan, County Attorney

**Time Stamp 3:17:45 (audio) & 3:22:05 (video)**

Jens Nielson, Deputy County Attorney, presented the resolution removing the cover letter and the word "DRAFT" from the Spanish Valley Development Ordinance for the commission to review and approve. Ordinance will not change; it's an administrative decision.

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

16. Consideration and Approval of a Vehicle Lease Authorization with Bancorp for the Three-Year Lease of Two Sheriff Vehicles. Mack McDonald, Chief Administrative Officer.

**Time Stamp 3:20:25 (audio) & 3:24:47 (video)**

Mack presented the vehicle lease for the commission to review and approve.

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

## COMMISSION REPORTS

**Time Stamp 3:38:53 (audio) & 3:43:13 (video)**

Commissioner Harvey will be attending the Utah Navajo Health System (UNHS) PL 638 celebration this Friday in Blanding. He attended the Community Justice Coordinating Council meeting in Aneth and

reported that the Navajo Nation Courts are backlogged. The UNHS behavioral health team has been meeting with several families who have been affected by a spate of recent suicides. He asked everyone to care for each other, speak in the language of love, and take time to ask each other how they are doing.

Commissioner Maughan spoke about the upcoming rodeo next week. She mentioned the tourist-oriented interview segment with KUTV. She attended the NACO meeting in South Dakota and was impressed with their programs.

Commission Chair Stubbs spoke about her concern about the recent suicides that have occurred recently. She attended the Navajo Mountain High School graduation ceremony and remarked on how close and supportive the classmates were with each other. She hopes that everyone can be supportive, kind, and

helpful to each other and to hold onto each other. She is focusing a lot of her effort on the housing crisis. She highlighted the recent Supreme Court decision allowing the Book Cliffs oil & railroad to proceed.

## EXECUTIVE SESSION

17. Make a Motion to Enter Into A Closed Executive Session for a Strategy Sessions to Discuss Pending or Reasonably Imminent Litigation as Permitted Under UCA 52-4-205.

**Time Stamp 3:57:20 (audio) & 4:01:40 (video)**

Motion to enter an executive session:

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

Motion to exit executive session:

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

## ADJOURNMENT

Time 3:55 p.m.

Motion to adjourn:

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

\*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\*\*

APPROVED: \_\_\_\_\_  
San Juan County Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
San Juan County Clerk/Auditor

DATE: \_\_\_\_\_

**San Juan County**  
**Check Register**  
**All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
50Below, LLC	133200	1028	05/07/2025	06/05/2025	1,800.00		104192920 - Econ Dev Rural County G	
					<b>\$1,800.00</b>			
Acumen Fiscal Agent, LLC	133338	66131,66301,665	06/06/2025	06/11/2025	12,541.67	:Payroll Expense	104685615 - VDHCBs Contracts	
Acumen Fiscal Agent, LLC	133338	UT Vets SJC MAY	06/06/2025	06/11/2025	475.00	Admin Fees	104685615 - VDHCBs Contracts	
					<b>\$13,016.67</b>			
Adair, Todd	133201	0149_001	05/13/2025	06/05/2025	198.00		214414330 - Employee Education	
					<b>\$198.00</b>			
Allen, Garrison	133387	GA-20250612	06/12/2025	06/12/2025	4,500.00	SJC Stampede Rodeo	104850620 - Special Proj Miscellaneous	
					<b>\$4,500.00</b>			
AM Sports Ventures and Productions	133388	20250612	06/12/2025	06/12/2025	300.00	SJC Stampede Rodeo	104850620 - Special Proj Miscellaneous	
AM Sports Ventures and Productions	133388	20250612+1	06/12/2025	06/12/2025	8,000.00	SJC Stampede Rodeo	104850620 - Special Proj Miscellaneous	
					<b>\$8,300.00</b>			
					<b>\$8,300.00</b>			
Amazon Capital Services	133202	169G-3JG4-3RK	05/29/2025	06/05/2025	62.44	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation	
Amazon Capital Services	133202	1NK9-D7F3-CHH	05/22/2025	06/05/2025	179.40	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation	
					<b>\$241.84</b>			
Amazon Capital Services	133339	11WM-RFNR-NV	06/05/2025	06/11/2025	16.19	Account #A2V7QM9FKNUPWE	214412250 - Equipment Operation	
Amazon Capital Services	133339	1DMV-YH4T-JP4	06/09/2025	06/11/2025	20.98	Account #A2V7QM9FKNUPWE	214414240 - Office Expense	
					<b>\$37.17</b>			
					<b>\$279.01</b>			
Andrews, Don	133203	427R25	05/29/2025	06/05/2025	20.00		104256330 - Weed Employee Educatio	
Andrews, Don	133340	428R25	06/09/2025	06/11/2025	20.00	Weed Spray/Pesticide Exam	104256330 - Weed Employee Educatio	
					<b>\$40.00</b>			
Asphalt Systems Inc.- ASI	133204	37775	05/26/2025	06/05/2025	105,114.35	BOL/Ticket 25-035UT-04 thru 06	214414410 - Road Supplies	
Asphalt Systems Inc.- ASI	133204	37795	05/22/2025	06/05/2025	35,155.57	BOL/Ticket 25-035UT-07	214414410 - Road Supplies	
Asphalt Systems Inc.- ASI	133204	37804	05/27/2025	06/05/2025	34,887.47	BOL/Ticket 25-035UT-08	214414410 - Road Supplies	
Asphalt Systems Inc.- ASI	133204	37806	05/28/2025	06/05/2025	34,960.24	BOL/Ticket 25-035UT-09	214414410 - Road Supplies	
					<b>\$210,117.63</b>			
Asphalt Systems Inc.- ASI	133341	37829	05/31/2025	06/11/2025	34,971.73	BOL/Ticket 25=035UT-10	214414410 - Road Supplies	
					<b>\$245,089.36</b>			
Balasanian, Eleonor	133205	720	05/13/2025	06/05/2025	45.00	Interpreter case #255100720	103511000 - Justice Court Fines	
Balasanian, Eleonor	133342	EBalasanian0609	06/09/2025	06/11/2025	82.00	Interpreter case #245102757	103511000 - Justice Court Fines	
					<b>\$127.00</b>			
Begay, Jay	133206	JBegay06052025	06/05/2025	06/05/2025	255.00	Less Lethal Course	104211230 - Task Force Travel Expens	
					<b>\$255.00</b>			
Benally, Tavin	133207	EVPH052025-2	05/20/2025	06/05/2025	120.00	Tobacco Compliance	255062.310 - Tobacco Compliance Prof	
					<b>\$120.00</b>			
Blanding City	133208	BC05252025	05/25/2025	06/05/2025	632.86	Account #553343140	255007.270 - Indirect Admin Utilities	
					<b>\$632.86</b>			

**San Juan County**  
**Check Register**  
**All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Blue Mountain Dine' Associates, LLC	133209	EVBMDA060320	06/03/2025	06/05/2025	250.00	NH Apt #10 June Halfl	104665310 - SJC Homeless Profession	
Blue Mountain Dine' Associates, LLC	133209	EVBMDA060320	06/03/2025	06/05/2025	1,675.00	NH Apt #10 May Full	104665310 - SJC Homeless Profession	
					<u>\$1,925.00</u>			
					<b>\$1,925.00</b>			
Blue Mountain Foods	133210	01-715839	05/27/2025	06/05/2025	29.14	Seniors - Monticello	104677323 - Congregate Meals - Monti	
Blue Mountain Foods	133210	01-715839	05/27/2025	06/05/2025	29.14	Seniors - Monticello	104678323 - Home Deliv Meals - Monti	
Blue Mountain Foods	133210	01-726169	06/05/2025	06/05/2025	14.58	Account #San Juan County	214414240 - Office Expense	
Blue Mountain Foods	133210	01715912	05/27/2025	06/05/2025	13.96	Jail	104230480 - Jail Kitchen Food	
Blue Mountain Foods	133210	02-548690	05/23/2025	06/05/2025	21.96	Seniors - Monticello	104678323 - Home Deliv Meals - Monti	
Blue Mountain Foods	133210	02-559760	06/05/2025	06/05/2025	10.88	Account #San Juan County	214414240 - Office Expense	
Blue Mountain Foods	133210	03-615079	05/20/2025	06/05/2025	5.79	Library	724581620 - Special Programs	
					<u>\$125.45</u>			
Blue Mountain Foods	133343	01-725747	06/05/2025	06/11/2025	19.52	Account Name Seniors - Monticello	104677323 - Congregate Meals - Monti	
Blue Mountain Foods	133343	02-557001	06/06/2025	06/11/2025	100.39	Account #Seniors - Monticello	104677323 - Congregate Meals - Monti	
					<u>\$119.91</u>			
					<b>\$245.36</b>			
Bound Tree Medical, LLC	133344	85796138	06/04/2025	06/11/2025	659.24	Account #114364	264350610 - Miscellaneous Supplies	
					<u>\$659.24</u>			
Brantley Distributing, LLC.	133345	25265120	05/30/2025	06/11/2025	229.85	Customer #14561	214412250 - Equipment Operation	
					<u>\$229.85</u>			
Brown Brothers Construction Co	133211	25.5011	06/03/2025	06/05/2025	106,021.56		214414411 - Gravel	
					<u>\$106,021.56</u>			
CAHC - Comfort at Home Care, LLC	133212	337	05/08/2025	06/05/2025	449.60		104684615 - Respite Contracts	
CAHC - Comfort at Home Care, LLC	133212	337	05/08/2025	06/05/2025	1,480.00		104672615 - Acc Trans Contracts	
CAHC - Comfort at Home Care, LLC	133212	337	05/08/2025	06/05/2025	2,976.00		104679615 - State Alt Contracts	
CAHC - Comfort at Home Care, LLC	133212	338	05/28/2025	06/05/2025	449.60		104684615 - Respite Contracts	
CAHC - Comfort at Home Care, LLC	133212	338	05/28/2025	06/05/2025	1,480.00		104672615 - Acc Trans Contracts	
CAHC - Comfort at Home Care, LLC	133212	338	05/28/2025	06/05/2025	2,976.00		104672615 - Acc Trans Contracts	
					<u>\$9,811.20</u>			
					<b>\$9,811.20</b>			
Child Support Services	133213	PR052525-1117	05/30/2025	06/05/2025	115.23	Case Number C001392403	102229500 - Other Deductions Payable	
Child Support Services	133213	PR052525-1117	05/30/2025	06/05/2025	263.08	Case Number C001361546	102229500 - Other Deductions Payable	
					<u>\$378.31</u>			
					<b>\$378.31</b>			
Cintas Corporation	133214	4232371616	06/02/2025	06/05/2025	16.42	Customer #13213559	214414260 - Buildings and Grounds	
Cintas Corporation	133214	4232371616	06/02/2025	06/05/2025	37.14	Customer #13213559	102229500 - Other Deductions Payable	
					<u>\$53.56</u>			
Cintas Corporation	133346	4233136509	06/09/2025	06/11/2025	16.42	Account #13213559	214414260 - Buildings and Grounds	
Cintas Corporation	133346	4233136509	06/09/2025	06/11/2025	34.51	Account #13213559	102229500 - Other Deductions Payable	
					<u>\$50.93</u>			
					<b>\$104.49</b>			
Clark, Sharmayne	133215	SClark52025	06/03/2025	06/05/2025	560.00	May 2025	104672615 - Acc Trans Contracts	
					<u>\$560.00</u>			
Cly, Lambert	133347	SJC 430R25	06/10/2025	06/11/2025	61.00	CDL Renewal	214414620 - Miscellaneous Services	
					<u>\$61.00</u>			

**San Juan County**  
**Check Register**  
**All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Collins, Catherine	133216	CCollins52025	05/31/2025	06/05/2025	560.00	May 2025	104679615 - State Alt Contracts	
					<b>\$560.00</b>			
Colorado Family Support Registry	133217	PR052525-1454	05/30/2025	06/05/2025	278.30	FSR:17624214 Case:39-101709-44-0-A	102229500 - Other Deductions Payable	
					<b>\$278.30</b>			
Colorado West Hunter Equipment, In	133218	85	06/04/2025	06/05/2025	154.13		101321000 - Notes Receivable	
					<b>\$154.13</b>			
CommonSpirit Health/Centura Healt	133219	4977417	05/05/2025	06/05/2025	1,162.71	Guarantor #4977417	255400.310 - Cancer Screening Profes	
					<b>\$1,162.71</b>			
Dee, Elsie	133348	EDee06112025	06/11/2025	06/11/2025	1,675.00	5/27 - 6/9/2025	104173310 - Elections Professional an	
					<b>\$1,675.00</b>			
Diamond Propane, LLC	133220	020740	06/03/2025	06/05/2025	740.80		214414270 - Utilities	
					<b>\$740.80</b>			
Dueces Sound	133349	DHolyan0604202	06/04/2025	06/11/2025	4,500.00	Sound for Stampeded Rodeo	104850620 - Special Proj Miscellaneous	
					<b>\$4,500.00</b>			
Earthgrains Baking Company	133221	85272290005797	05/28/2025	06/05/2025	71.60	Customer #232004	104230480 - Jail Kitchen Food	
					<b>\$71.60</b>			
Emery Telcom	133222	2278SZ10001.07	06/01/2025	06/05/2025	2,042.94	Company Code 2278	104574615 - TV Comm Contracts	
					<b>\$2,042.94</b>			
Empire Electric Assoc. Inc.	133223	9579003_052920	05/29/2025	06/05/2025	501.81	Account #9579003	724167270 - Utilities	
Empire Electric Assoc. Inc.	133223	9579004_052920	05/29/2025	06/05/2025	1,067.13	Account #9579004	104161270 - Courthouse Utilities	
Empire Electric Assoc. Inc.	133223	9579005 52025	05/29/2025	06/05/2025	83.16	Account #9579005	104225270 - Fire/Rescue Utilities	
Empire Electric Assoc. Inc.	133223	9579005 52025	05/29/2025	06/05/2025	83.17	Account #9579005	104255270 - EOC Utilities	
Empire Electric Assoc. Inc.	133223	9579006 52025	05/29/2025	06/05/2025	120.68	Account #9579006	104225270 - Fire/Rescue Utilities	
Empire Electric Assoc. Inc.	133223	9579006 52025	05/29/2025	06/05/2025	120.68	Account #9579006	104255270 - EOC Utilities	
Empire Electric Assoc. Inc.	133223	9579007_052920	05/29/2025	06/05/2025	48.94	Account #9579007	104225270 - Fire/Rescue Utilities	
Empire Electric Assoc. Inc.	133223	9579010_052920	05/29/2025	06/05/2025	34.28	Account #9579010	104225270 - Fire/Rescue Utilities	
Empire Electric Assoc. Inc.	133223	9579019_052920	05/29/2025	06/05/2025	75.63	Account #9579019	104620270 - Fair Utilities	
Empire Electric Assoc. Inc.	133223	9579020_052920	05/29/2025	06/05/2025	120.90	Account #9579020	104620270 - Fair Utilities	
Empire Electric Assoc. Inc.	133223	9579027_052920	05/29/2025	06/05/2025	149.95	Account #9579027	264350270 - Utilities	
Empire Electric Assoc. Inc.	133223	9579028_052920	05/29/2025	06/05/2025	1,063.26	Account #9579028	104574270 - TV Comm Utilities	
Empire Electric Assoc. Inc.	133223	9579029_052920	05/29/2025	06/05/2025	122.64	Account #9579029	104165270 - Sheriff Annex Utilities	
Empire Electric Assoc. Inc.	133223	9579032_052920	05/29/2025	06/05/2025	43.24	Account #9579032	104225270 - Fire/Rescue Utilities	
Empire Electric Assoc. Inc.	133223	EE9579025-625	05/29/2025	06/05/2025	65.27	Account #9579025	214414270 - Utilities	
					<b>\$3,700.74</b>			
					<b>\$3,700.74</b>			
Farmers Telecommunications Inc	133224	20250604151758	06/01/2025	06/05/2025	54.99	Account #00061984-7	104225280 - Fire/Rescue Telephone	
					<b>\$54.99</b>			
Fastenal Company	133350	COBAY83263	05/22/2025	06/11/2025	254.39	Customer #COBAY1477	214412250 - Equipment Operation	
Fastenal Company	133350	COBAY83487	06/09/2025	06/11/2025	506.42	Customer #COBAY0409	214412250 - Equipment Operation	
					<b>\$760.81</b>			
					<b>\$760.81</b>			
Fepuleai, Terra	133351	0530-25	05/30/2025	06/11/2025	250.00	2025 San Juan Stampede Rodeo	104192920 - Econ Dev Rural County G	

**San Juan County  
Check Register  
All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Fepuleai, Terra	133351	0610-25	06/10/2025	06/11/2025	250.00	2025 San Juan Stampede Rodeo	104192490 - Econ Dev Advertising and	
					\$500.00			
					<b>\$500.00</b>			
Flying Arena Stars, LLC	133389	FAS-06122025	06/12/2025	06/12/2025	6,000.00	SJC Stampede Rodeo	104850620 - Special Proj Miscellaneous	
					<b>\$6,000.00</b>			
Four Corners Welding & Gas	133352	CC 400959	06/02/2025	06/11/2025	208.20	205500	214412250 - Equipment Operation	
					<b>\$208.20</b>			
Gallegos, David	133225	DG06042025	06/01/2025	06/05/2025	285.00		104255230 - EOC Travel Expense	
					<b>\$285.00</b>			
Halls, Craig C.	133226	RI0601251	06/01/2025	06/05/2025	11,000.00	Craig Halls Payment	104145310 - Attorney Professional and	
					<b>\$11,000.00</b>			
Happy Morgan Law	133227	HML06022025	06/02/2025	06/05/2025	7,065.00	June 2025	101321000 - Notes Receivable	
					<b>\$7,065.00</b>			
Harvey, Jamie	133228	JHarvey0602202	06/02/2025	06/05/2025	91.00	UAC Conf	104111230 - Commission Travel Expen	
Harvey, Jamie	133228	JHarvey0602202	06/02/2025	06/05/2025	35.00	Navajo Utah Commission	104111230 - Commission Travel Expen	
					\$126.00			
					<b>\$126.00</b>			
Hoggard, Jeremy	133229	2338_001	06/02/2025	06/05/2025	84.00		264350230 - Travel Expense	
					<b>\$84.00</b>			
IFA Country Stores	133230	1022722645	05/30/2025	06/05/2025	853.19	Stock Tank Stampede Rodeo	104850620 - Special Proj Miscellaneous	
					<b>\$853.19</b>			
ImageNet Consulting, LLC	133231	INV1278878	05/27/2025	06/05/2025	34.97	Customer #C052 Contract #CONT11092-01	104145250 - Attorney Equipment Oper	
ImageNet Consulting, LLC	133231	INV1281364	05/29/2025	06/05/2025	27.92	Customer #27912 Contract #40798-01	214414240 - Office Expense	
ImageNet Consulting, LLC	133231	INV1287529	06/03/2025	06/05/2025	34.22	Customer #27422 Contract #CONT11103-01	104142240 - Clerk/Auditor Office Expe	
ImageNet Consulting, LLC	133231	INV1287590	03/06/2025	06/05/2025	45.38	Customer #27422 Contract #CONT8647-02	104144240 - Recorder Office Expense	
					\$142.49			
					<b>\$142.49</b>			
Inmate Calling Solutions	133232	31May2025	05/31/2025	06/05/2025	3,599.10	Customer ID SJDUT	274230350 - Inmate Commissary Expe	
					<b>\$3,599.10</b>			
Kenworth Sales Company	133233	005P21579	05/23/2025	06/05/2025	199.72	Customer #15013	214412250 - Equipment Operation	
					<b>\$199.72</b>			
Ketron, Tyler	133234	TK060425	06/04/2025	06/05/2025	466.60		255450.230 - PH Infrastructure Travel e	
					<b>\$466.60</b>			
Kilgore Companies, LLC	133353	1505894	06/04/2025	06/11/2025	1,531.25	Customer #25638	214414410 - Road Supplies	
Kilgore Companies, LLC	133353	1505975	06/09/2025	06/11/2025	1,447.50	Customer #25638	214414410 - Road Supplies	
					\$2,978.75			
					<b>\$2,978.75</b>			
King Jr., Ronald Lee	133235	EC2025015	05/29/2025	06/05/2025	2,156.73	U96 AWOS	105430310 - Cal Black Professional an	
					<b>\$2,156.73</b>			

**San Juan County  
Check Register  
All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Knight, Sheila	133354	SKnight 62025	06/01/2025	06/11/2025	849.80	April/May 2025	104682615 - State Waiver Contracts	
					<b>\$849.80</b>			
KNOW iNK, LLC	133236	KNOWiNK204391	05/30/2025	06/05/2025	4,777.50	i360 and Kiosk Unit Refresh	104173740 - Elections Equipment Purc	
					<b>\$4,777.50</b>			
Kunz PC	133237	K267	06/02/2025	06/05/2025	483.00	3.00002_NSJCC, NSJCC v. San Juan County	104156310 - Legal Defense Profession	
					<b>\$483.00</b>			
Legacy Pro Rodeo, LLC	133355	4831	06/04/2025	06/11/2025	54,366.00	Customer ID San Juan Stampede 2025	104850620 - Special Proj Miscellaneous	
					<b>\$54,366.00</b>			
Little America-Salt Lake	133356	2173612	05/21/2025	06/11/2025	179.69	Folio #2412288	255007.230 - Indirect Admin Travel exp	
Little America-Salt Lake	133356	2173613	05/21/2025	06/11/2025	161.69	Folio #2412303	255007.230 - Indirect Admin Travel exp	
					<b>\$341.38</b>			
					<b>\$341.38</b>			
Maier, Ardie	133390	AM-0612205	06/12/2025	06/12/2025	1,000.00	SJC Stampede Rodeo	104850620 - Special Proj Miscellaneous	
					<b>\$1,000.00</b>			
Maughan, Lori	133238	LMaughan060320	06/03/2025	06/05/2025	1,705.00		104111230 - Commission Travel Expen	
					<b>\$1,705.00</b>			
McNeely, Jerry	133239	RI0601252	06/01/2025	06/05/2025	1,500.00		104112310 - Planning Professional and	
					<b>\$1,500.00</b>			
MediVista Media, LLC	133240	2053514	06/01/2025	06/05/2025	297.00	Jul - Sep 2025 Everwell TV subscription	255062.310 - Tobacco Compliance Prof	
					<b>\$297.00</b>			
MetLife Group Benefits	133357	MetLifeJun2025	06/01/2025	06/11/2025	9,623.46	KM05955986 0001 San Juan County	102230000 - Metlife Dental	
					<b>\$9,623.46</b>			
Mohawk Resources Ltd	133358	69439	05/30/2025	06/11/2025	2,077.14	Order #11035	214412250 - Equipment Operation	
					<b>\$2,077.14</b>			
Monticello City	133241	194121May2025	05/30/2025	06/05/2025	132.50	Account #194121	264350270 - Utilities	
Monticello City	133241	195461May2025	03/21/2025	06/05/2025	100.00	Account 195461	104672270 - Acc Trans Utilities	
Monticello City	133241	35601	05/31/2025	06/05/2025	56.92	Account 196054	104620270 - Fair Utilities	
Monticello City	133241	35601	05/31/2025	06/05/2025	56.92	Account 356017	104225270 - Fire/Rescue Utilities	
Monticello City	133241	35601	05/31/2025	06/05/2025	60.00	Account 356014	104225270 - Fire/Rescue Utilities	
Monticello City	133241	35601	05/31/2025	06/05/2025	72.50	Account 356016	104620270 - Fair Utilities	
Monticello City	133241	35601	05/31/2025	06/05/2025	76.92	Account 356011	104165270 - Sheriff Annex Utilities	
Monticello City	133241	35601	05/31/2025	06/05/2025	168.08	Account 356013	724167270 - Utilities	
Monticello City	133241	35601	05/31/2025	06/05/2025	211.72	Account 356018	214414270 - Utilities	
Monticello City	133241	35601	05/31/2025	06/05/2025	238.91	Account 356012	104161270 - Courthouse Utilities	
Monticello City	133241	35601	05/31/2025	06/05/2025	1,762.77	Account 356015	104166270 - PS Bldg Utilities	
					<b>\$2,937.24</b>			
					<b>\$2,937.24</b>			
Monticello Mercantile	133242	2046	05/26/2025	06/05/2025	10.99	Customer #76995 Public Safety Building	104230480 - Jail Kitchen Food	
Monticello Mercantile	133242	2105	05/28/2025	06/05/2025	10.98	Customer #76992	104230350 - Jail State Prisoner Expens	
Monticello Mercantile	133242	2131	05/29/2025	06/05/2025	26.99	Customer #76992 Maintenance	104161260 - Courthouse Buildings and	
Monticello Mercantile	133242	2147	05/30/2025	06/05/2025	11.98	Customer #76992 Public Safety Bldg	104166260 - PS Bldg Buildings and Gr	
Monticello Mercantile	133242	2181	06/03/2025	06/05/2025	88.97	Account 76992 Road Dept.	214412250 - Equipment Operation	

**San Juan County**  
**Check Register**  
**All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Monticello Mercantile	133242	2216	06/04/2025	06/05/2025	18.98	Customer #76992 Fair	104620260 - Fair Buildings and Ground	
Monticello Mercantile	133242	2219	06/04/2025	06/05/2025	23.98	Customer #76992 Fair	104620260 - Fair Buildings and Ground	
Monticello Mercantile	133242	2226	06/05/2025	06/05/2025	175.03	Customer #76992 Fair	104620260 - Fair Buildings and Ground	
					<u>\$367.90</u>			
Monticello Mercantile	133359	2287	06/09/2025	06/11/2025	25.99	Customer #76992 Ambulance EMT/EMS	264350260 - Buildings and Grounds	
					<u>\$393.89</u>			
Morning Sun Financial Services of Ut	133243	MSFS April 2025	05/17/2025	06/05/2025	495.00	San Juan County Aging Services	104680615 - Medicaid Contracts	
					<u>\$495.00</u>			
Motor Parts Company	133244	583920	05/07/2025	06/05/2025	8.99		214412250 - Equipment Operation	
Motor Parts Company	133244	583991	05/08/2025	06/05/2025	113.88		214412250 - Equipment Operation	
Motor Parts Company	133244	583992	05/08/2025	06/05/2025	59.88		214412250 - Equipment Operation	
Motor Parts Company	133244	584129	05/12/2025	06/05/2025	619.28		214412250 - Equipment Operation	
Motor Parts Company	133244	584149	05/12/2025	06/05/2025	-60.32		214412250 - Equipment Operation	
Motor Parts Company	133244	584171	05/13/2025	06/05/2025	4.00		214412250 - Equipment Operation	
Motor Parts Company	133244	584193	05/15/2025	06/05/2025	4.00		214412250 - Equipment Operation	
Motor Parts Company	133244	584238	05/15/2025	06/05/2025	17.82		214412250 - Equipment Operation	
Motor Parts Company	133244	584267	05/15/2025	06/05/2025	-120.00		214412250 - Equipment Operation	
Motor Parts Company	133244	584684	05/27/2025	06/05/2025	1.86		214412250 - Equipment Operation	
Motor Parts Company	133244	584687	05/27/2025	06/05/2025	3.72		214412250 - Equipment Operation	
Motor Parts Company	133244	584726	05/28/2025	06/05/2025	80.93		214412250 - Equipment Operation	
Motor Parts Company	133244	584769	05/29/2025	06/05/2025	8.72		214412250 - Equipment Operation	
Motor Parts Company	133244	584978	06/02/2025	06/05/2025	458.99		214412250 - Equipment Operation	
Motor Parts Company	133244	584980	06/02/2025	06/05/2025	13.15		214412250 - Equipment Operation	
Motor Parts Company	133244	887898	05/29/2025	06/05/2025	209.88		574424250 - Equipment Operation	
Motor Parts Company	133244	888345	06/05/2025	06/05/2025	30.13		574424250 - Equipment Operation	
					<u>\$1,454.91</u>			
Motor Parts Company	133360	887099	05/15/2025	06/11/2025	43.98		214412250 - Equipment Operation	
Motor Parts Company	133360	887699	05/27/2025	06/11/2025	19.68		214412250 - Equipment Operation	
Motor Parts Company	133360	887793	05/28/2025	06/11/2025	30.21		214412250 - Equipment Operation	
Motor Parts Company	133360	888081	06/02/2025	06/11/2025	58.29		214412250 - Equipment Operation	
Motor Parts Company	133360	888083	06/02/2025	06/11/2025	28.52		214412250 - Equipment Operation	
Motor Parts Company	133360	888153	06/02/2025	06/11/2025	74.01		214412250 - Equipment Operation	
Motor Parts Company	133360	888176	06/03/2025	06/11/2025	80.93		214412250 - Equipment Operation	
Motor Parts Company	133360	888180	06/03/2025	06/11/2025	45.74		214412250 - Equipment Operation	
Motor Parts Company	133360	888195	06/03/2025	06/11/2025	30.94		214412250 - Equipment Operation	
Motor Parts Company	133360	888197	06/11/2025	06/11/2025	95.98		214412250 - Equipment Operation	
Motor Parts Company	133360	888233	06/03/2025	06/11/2025	72.00		214412250 - Equipment Operation	
Motor Parts Company	133360	888276	06/04/2025	06/11/2025	12.14		214412250 - Equipment Operation	
Motor Parts Company	133360	888289	06/04/2025	06/11/2025	-59.54		214412250 - Equipment Operation	
Motor Parts Company	133360	888314	06/04/2025	06/11/2025	24.01		214412250 - Equipment Operation	
Motor Parts Company	133360	888323	06/04/2025	06/11/2025	9.11		214412250 - Equipment Operation	
Motor Parts Company	133360	888347	06/05/2025	06/11/2025	38.56		214412250 - Equipment Operation	
Motor Parts Company	133360	888535	06/09/2025	06/11/2025	688.33		214412250 - Equipment Operation	
Motor Parts Company	133360	888553	06/09/2025	06/11/2025	117.75		214412250 - Equipment Operation	
					<u>\$1,410.64</u>			
					<u>\$2,865.55</u>			
Mountainland Supply Co, LLC	133245	S107028035.001	06/02/2025	06/05/2025	1,488.46	Customer #107776	214414410 - Road Supplies	
Mountainland Supply Co, LLC	133245	S107032118.001	05/29/2025	06/05/2025	12.19	Customer #40753	104166260 - PS Bldg Buildings and Gr	
					<u>\$1,500.65</u>			
					<u>\$1,500.65</u>			
National Association of Field Training	133361	4491	05/13/2025	06/11/2025	750.00	Class #2025-22BFC	104210330 - Sheriff Employee Educati	
					<u>\$750.00</u>			



**San Juan County**  
**Check Register**  
**All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
National Benefit Services, LLC	133246	NBS1069561	05/31/2025	06/05/2025	63.65	Customer #SAN006	104965140 - Undistributed Other Empl	
					<b>\$63.65</b>			
Navajo Tribal Utility Authority	133362	33001637919	06/05/2025	06/11/2025	18.42	Account #60378368	214414270 - Utilities	
Navajo Tribal Utility Authority	133362	33001637921	06/05/2025	06/11/2025	24.08	Account #60378371	214414270 - Utilities	
Navajo Tribal Utility Authority	133362	40000152999	05/22/2025	06/11/2025	152.68	Contract Account #60271007	104225270 - Fire/Rescue Utilities	
					<b>\$195.18</b>			
					<b>\$195.18</b>			
Nicholas & Company	133247	38423014	05/29/2025	06/05/2025	854.91	616590 San Juan County Sheriffs	104230480 - Jail Kitchen Food	
Nicholas & Company	133247	9198474	05/29/2025	06/05/2025	269.96	Account 616580	104678325 - Home Deliv Meals - Bland	
Nicholas & Company	133247	9198474	05/29/2025	06/05/2025	269.97	Account 616580	104677325 - Congregate Meals - Bland	
Nicholas & Company	133247	9206462	06/05/2025	06/05/2025	154.32	Account #616580	104677325 - Congregate Meals - Bland	
Nicholas & Company	133247	9206462	06/05/2025	06/05/2025	154.32	Account #616580	104678325 - Home Deliv Meals - Bland	
					<b>\$1,703.48</b>			
Nicholas & Company	133363	9210326	06/09/2025	06/11/2025	307.45	Customer #616580	104678323 - Home Deliv Meals - Monti	
Nicholas & Company	133363	9210326	06/09/2025	06/11/2025	307.46	Customer #616580	104677323 - Congregate Meals - Monti	
Nicholas & Company	133363	9210328	06/09/2025	06/11/2025	323.86	Customer #616580	104677329 - Congregate Meals - Bluff	
Nicholas & Company	133363	9210328	06/09/2025	06/11/2025	323.86	Customer #616580	104678329 - Home Deliv Meals - Bluff	
					<b>\$1,262.63</b>			
					<b>\$2,966.11</b>			
Nichols, Chesy	133364	CNichols0609202	06/04/2025	06/11/2025	500.00	June EMS Medical Director	264350310 - Professional and Technica	
					<b>\$500.00</b>			
Office Ally, Inc.	133365	NE31781	06/01/2025	06/11/2025	179.80	Customer #U684948	104685615 - VDHCBs Contracts	
					<b>\$179.80</b>			
OTIS, Inc.	133248	F10000232611	05/05/2025	06/05/2025	125.00	Customer #435494	104165270 - Sheriff Annex Utilities	
					<b>\$125.00</b>			
Packard Wholesale Co.	133249	3034248	05/28/2025	06/05/2025	87.56	Customer ID 10328	104677328 - Congregate Meals - La Sa	
Packard Wholesale Co.	133249	3034248	05/28/2025	06/05/2025	87.56	Customer ID 10328	104678328 - Home Deliv Meals - La Sa	
Packard Wholesale Co.	133249	3034253	05/28/2025	06/05/2025	148.51	Customer #10328	104678325 - Home Deliv Meals - Bland	
Packard Wholesale Co.	133249	3034260	05/08/2025	06/05/2025	52.50	Customer ID 10328	104677325 - Congregate Meals - Bland	
Packard Wholesale Co.	133249	3034264	05/08/2025	06/05/2025	270.49	Customer ID 10328	104678323 - Home Deliv Meals - Monti	
Packard Wholesale Co.	133249	3034272	05/28/2025	06/05/2025	40.44	Customer ID 10328	104678323 - Home Deliv Meals - Monti	
Packard Wholesale Co.	133249	3034310	05/29/2025	06/05/2025	118.76	Customer ID 10301	104230350 - Jail State Prisoner Expens	
Packard Wholesale Co.	133249	3034311	05/29/2025	06/05/2025	395.28	Customer ID 10301	104230350 - Jail State Prisoner Expens	
Packard Wholesale Co.	133249	3034312	05/29/2025	06/05/2025	352.98	Customer ID 10325	104230350 - Jail State Prisoner Expens	
Packard Wholesale Co.	133249	3034825	06/04/2025	06/05/2025	71.82	Customer ID 10311	255007.260 - Indirect Admin Buildings	
Packard Wholesale Co.	133249	3034827	06/04/2025	06/05/2025	192.50	Customer ID 10328	104678325 - Home Deliv Meals - Bland	
Packard Wholesale Co.	133249	3034827	06/04/2025	06/05/2025	192.51	Customer ID 10328	104677325 - Congregate Meals - Bland	
Packard Wholesale Co.	133249	3034830	06/04/2025	06/05/2025	52.10	Customer ID 10328	104678323 - Home Deliv Meals - Monti	
Packard Wholesale Co.	133249	3034830	06/04/2025	06/05/2025	52.11	Customer ID 10328	104677323 - Congregate Meals - Monti	
Packard Wholesale Co.	133249	3034841	06/04/2025	06/05/2025	183.19	Customer ID 10312	104620260 - Fair Buildings and Ground	
					<b>\$2,298.31</b>			
					<b>\$2,298.31</b>			
Palmer, Payton	133250	PPalmer0429202	04/29/2025	06/05/2025	235.13		104210900 - Sheriff Grants	
Palmer, Payton	133250	PPalmer0526202	05/26/2025	06/05/2025	236.00		104210230 - Sheriff Travel Expense	
					<b>\$471.13</b>			
					<b>\$471.13</b>			

**San Juan County  
Check Register  
All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Pepsi-Cola	133251	38423014	05/29/2025	06/05/2025	533.95	Customer #12008361-002	104230480 - Jail Kitchen Food	
					<b>\$533.95</b>			
Picture it Palmer, LLC	133252	00000216	05/12/2025	06/05/2025	2,100.00		103825000 - Econ Dev Sponsorships	
					<b>\$2,100.00</b>			
Powell, Michael Dean	133366	MPowerII0610202	06/10/2025	06/11/2025	1,000.00	Refund Case #241100153	101321000 - Notes Receivable	
					<b>\$1,000.00</b>			
PRCA	EFT	2025 PRCA ARIn	06/10/2025	06/10/2025	40,500.00	San Juan Stampede	104850620 - Special Proj Miscellaneous	
					<b>\$40,500.00</b>			
Pugh, Delton	133253	DP52025	06/04/2025	06/05/2025	28.00		104671230 - Area Plan Travel Expense	
Pugh, Delton	133253	DP52025	06/04/2025	06/05/2025	177.00		104679230 - State Alt Travel Expense	
					<b>\$205.00</b>			
					<b>\$205.00</b>			
Quality Auto Repair & Towing, LLC	133254	8485	06/03/2025	06/05/2025	22.68		214412250 - Equipment Operation	
					<b>\$22.68</b>			
RAD Systems	133255	25RCTLC828	01/01/2025	06/05/2025	100.00	License Renewal #25RCTLC828	104230310 - Jail Professional and Tech	
					<b>\$100.00</b>			
Rahm Transport & Logistics, LLC	133367	1009	06/10/2025	06/11/2025	20,800.00		214414480 - Special Department Suppl	
					<b>\$20,800.00</b>			
Redds Ace Hardware, LLC	133256	19920	04/23/2025	06/05/2025	8.59	Customer #10174 Maintenance	104161260 - Courthouse Buildings and	
Redds Ace Hardware, LLC	133256	26400	05/01/2025	06/05/2025	53.97	Customer #10174 Admin	104161260 - Courthouse Buildings and	
Redds Ace Hardware, LLC	133256	48931	05/29/2025	06/05/2025	67.56	San Juan County Landfill	574424330 - Employee Education	
Redds Ace Hardware, LLC	133256	49458	05/29/2025	06/05/2025	34.99	Customer #10174	104161260 - Courthouse Buildings and	
Redds Ace Hardware, LLC	133256	49458	05/29/2025	06/05/2025	44.99	Customer #10174	104620260 - Fair Buildings and Ground	
Redds Ace Hardware, LLC	133256	50009	05/30/2025	06/05/2025	202.96	Customer #10174 Public Safety Building	104166260 - PS Bldg Buildings and Gr	
Redds Ace Hardware, LLC	133256	52987	06/03/2025	06/05/2025	19.00	Customer 10174	214412250 - Equipment Operation	
Redds Ace Hardware, LLC	133256	5306	04/03/2025	06/05/2025	15.98	Customer #10174 Blanding Health Center	104620260 - Fair Buildings and Ground	
					<b>\$448.04</b>			
					<b>\$448.04</b>			
Redmond Minerals Inc.	133368	466745	06/06/2025	06/11/2025	629.98	Customer #C000514	214415410 - Road Supplies	
					<b>\$629.98</b>			
River Canyon Wireless	133369	161610	06/06/2025	06/11/2025	39.99	Account #1599804	104620270 - Fair Utilities	
					<b>\$39.99</b>			
Rocky Mountain Personal Care, LLC	133370	39823	05/31/2025	06/11/2025	373.44	BKeith	104672615 - Acc Trans Contracts	
					<b>\$373.44</b>			
Rocky Mountain Power	133257	104225270	06/02/2025	06/05/2025	483.41	Account #59271696-004 8	104225270 - Fire/Rescue Utilities	
Rocky Mountain Power	133257	59271696-005 5	05/27/2025	06/05/2025	230.50	Account #59271696-005 5	104672270 - Acc Trans Utilities	
Rocky Mountain Power	133257	59405396-002 9	06/02/2025	06/05/2025	23.02	Account #59405396-002 9	214414270 - Utilities	
Rocky Mountain Power	133257	73241784-002 0	05/28/2025	06/05/2025	227.81	Account #73241784-002 0	104225270 - Fire/Rescue Utilities	
					<b>\$964.74</b>			
Rocky Mountain Power	133371	05-27-2025	06/06/2025	06/11/2025	98.95	Account #59271696-012 1	574424270 - Utilities	
					<b>\$1,063.69</b>			

**San Juan County**  
**Check Register**  
**All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Roughrock Aviation, LLC	133258	RI0601253	06/01/2025	06/05/2025	6,500.00		105430615 - Cal Black Contracts	
					<b>\$6,500.00</b>			
San Juan Building Supply Inc.	133259	2504-277161	04/09/2025	06/05/2025	16.68	Account #2370	104161260 - Courthouse Buildings and	
San Juan Building Supply Inc.	133259	2505-279489	05/13/2025	06/05/2025	245.95	Stampede Rodeo Signs	104850620 - Special Proj Miscellaneous	
					\$262.63			
San Juan Building Supply Inc.	133372	2505-279160	05/08/2025	06/11/2025	110.16	Rebar	104147610 - Surveyor Miscellaneous S	
San Juan Building Supply Inc.	133372	2506-281436	06/06/2025	06/11/2025	4.61	Account #2370 Landfill	574424610 - Miscellaneous Supplies	
					\$114.77			
					<b>\$377.40</b>			
San Juan Health Services	133260	2192025	02/19/2025	06/05/2025	87.50	c/o Skyler Crofts	255007.260 - Indirect Admin Buildings	
San Juan Health Services	133260	6042025	06/04/2025	06/05/2025	91.67	c/o Skyler Crofts	255007.260 - Indirect Admin Buildings	
					\$179.17			
San Juan Health Services	133373	5312025	05/31/2025	06/11/2025	69.39	Shared Utilities	255007.260 - Indirect Admin Buildings	
San Juan Health Services	133373	6052025	06/05/2025	06/11/2025	4,366.62	1/2 Share of Parking Lot Maintenance	255007.260 - Indirect Admin Buildings	
					\$4,436.01			
					<b>\$4,615.18</b>			
San Juan Hospital	133261	9519689	05/29/2025	06/05/2025	230.16	Financial #625234	104230312 - Jail Inmate Medical Expen	
San Juan Hospital	133261	9521132	06/03/2025	06/05/2025	360.91	Financial #625788	104230312 - Jail Inmate Medical Expen	
San Juan Hospital	133261	9521139	05/29/2025	06/05/2025	305.09	Financial #625835	104230312 - Jail Inmate Medical Expen	
San Juan Hospital	133261	9523346	05/29/2025	06/05/2025	230.16	Financial #625244	104230312 - Jail Inmate Medical Expen	
					\$1,126.32			
					<b>\$1,126.32</b>			
Scott, Peggy F	133374	10.4173.310	06/06/2025	06/11/2025	501.00	Translation Services	104173320 - Elections Liasons	
					<b>\$501.00</b>			
SERDA	133262	230523	03/21/2025	06/05/2025	527.50	FY-26 Annual Dues	104671210 - Area Plan Subscriptions a	
					<b>\$527.50</b>			
Sherrow, Chante	133263	CS053025	05/30/2025	06/05/2025	106.00		255450.230 - PH Infrastructure Travel e	
Sherrow, Chante	133263	CS060425	06/04/2025	06/05/2025	69.00		255450.230 - PH Infrastructure Travel e	
					\$175.00			
					<b>\$175.00</b>			
Silas, Marilyn	133264	MSilas52025	06/03/2025	06/05/2025	560.00	May 2025	104679615 - State Alt Contracts	
					<b>\$560.00</b>			
Singley, Austin	133375	ASingley0604202	06/04/2025	06/11/2025	4,500.00	Clown for Stampede Rodeo	104850620 - Special Proj Miscellaneous	
					<b>\$4,500.00</b>			
Sitterud Law	133265	RI0601254	06/01/2025	06/05/2025	14,500.00		104126310 - Public Defender Professio	
					<b>\$14,500.00</b>			
SJC Inmate Account	133266	SJCIAMay2025	06/03/2025	06/05/2025	2,432.50		104230352 - Jail Inmate Humanitarian	
					<b>\$2,432.50</b>			
SJC Monticello Library	133267	MLPC05312025	05/24/2025	06/05/2025	3.74		724581925 - Grant Expenses - Clef Gr	
SJC Monticello Library	133267	MLPC05312025	05/24/2025	06/05/2025	5.27		724581240 - Office Expense	
SJC Monticello Library	133267	MLPC05312025	05/24/2025	06/05/2025	36.07		724581620 - Special Programs	
					\$45.08			
					<b>\$45.08</b>			

**San Juan County  
Check Register  
All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
SJR Media	133268	165931	05/28/2025	06/05/2025	168.00	SJC - Weed Control	104256220 - Weed Public Notices	
SJR Media	133376	SJCAG0525	06/06/2025	06/11/2025	1,512.00	Account SJC-Aging	104686610 - Health Ins Miscellaneous	
SJR Media	133376	SJCFIRE0525	06/06/2025	06/11/2025	1,134.00	Account SJC - Fire Warden	104220615 - Wild Fire Contracts	
SJR Media	133376	SJCHR0525	05/31/2025	06/11/2025	141.40	SJC - Human Resources	104114220 - Plan/Zone Public Notices	
SJR Media	133376	SJCHR0525	05/31/2025	06/11/2025	141.40	SJC - Human Resources	104134220 - Personnel Public Notices	
SJR Media	133376	SJCHR0525	05/31/2025	06/11/2025	141.40	SJC - Human Resources	104142220 - Clerk/Auditor Public Notice	
SJR Media	133376	SJCHR0525	05/31/2025	06/11/2025	141.40	SJC - Human Resources	104146220 - Assessor Public Notices	
SJR Media	133376	SJCHR0525	05/31/2025	06/11/2025	141.40	SJC - Human Resources	104210220 - Sheriff Public Notices	
SJR Media	133376	SJCWEED0525	05/31/2025	06/11/2025	408.00	Account SJC-Weed Control	104256220 - Weed Public Notices	
					<b>\$3,761.00</b>			
					<b>\$3,929.00</b>			
Sorenson Advertising, LLC, DBA Bra	133269	2014449	06/01/2025	06/05/2025	42,740.00	San Juan County Tourism	104193920 - Visitor Serv Grants	
					<b>\$42,740.00</b>			
Stash, Shirleen	133270	100	05/21/2025	06/05/2025	250.00	Stash Family Trail Ride 2025	104192920 - Econ Dev Rural County G	
					<b>\$250.00</b>			
Studio Long Playing, PLLC	133271	60425	05/05/2025	06/05/2025	2,810.00	Utah Film Trail Sign - La Sal	104193490 - Visitor Serv Advertising an	
					<b>\$2,810.00</b>			
Summit Food Service, LLC	133272	INV2000244001	05/28/2025	06/05/2025	941.31	Customer ID C8109000	274230350 - Inmate Commissary Expe	
Summit Food Service, LLC	133272	INV2000244002	05/28/2025	06/05/2025	210.60	Customer ID C8109001	274230350 - Inmate Commissary Expe	
Summit Food Service, LLC	133272	INV2000244560	06/03/2025	06/05/2025	1,096.65	Customer ID C8109000	274230350 - Inmate Commissary Expe	
Summit Food Service, LLC	133272	INV2000244561	06/03/2025	06/05/2025	10.15	Customer ID C8109001	274230350 - Inmate Commissary Expe	
					<b>\$2,258.71</b>			
					<b>\$2,258.71</b>			
SWANA (Solid Waste Assoc. of Nort	133273	197531	06/03/2025	06/05/2025	750.00	RCon 2025 - Steven Barr	574424330 - Employee Education	
					<b>\$750.00</b>			
Sysco Intermountain Food Svc.	133274	685529476	05/27/2025	06/05/2025	467.15	Account #936070	104230480 - Jail Kitchen Food	
Sysco Intermountain Food Svc.	133274	685546989	06/03/2025	06/05/2025	335.94	Customer #936070	104230480 - Jail Kitchen Food	
					<b>\$803.09</b>			
					<b>\$803.09</b>			
TecServ, Inc	133275	TS17007	05/28/2025	06/05/2025	13,500.00	Account #449681049499	104151254 - IT Maintenance Contracts	
TecServ, Inc	133377	17033	06/06/2025	06/11/2025	271.32		104151210 - IT Subscriptions and Mem	
					<b>\$13,771.32</b>			
The Appraisers Inc	133276	3722.3	05/30/2025	06/05/2025	6,127.00		104146620 - Assessor Miscellaneous S	
					<b>\$6,127.00</b>			
U.S. Bank Corporate Payment	133277	US Bank AYama	05/12/2025	06/05/2025	508.56		104193230 - Visitor Serv Travel Expens	
U.S. Bank Corporate Payment	133277	US Bank AYama	05/12/2025	06/05/2025	833.91		104193480 - Visitor Serv Special Depar	
					<b>\$1,342.47</b>			
U.S. Bank Corporate Payment	133378	USBANKBBunker0	05/12/2025	06/11/2025	290.05		104147240 - Surveyor Office Expense	
U.S. Bank Corporate Payment	133378	USBANKLDuncan	06/10/2025	06/11/2025	25.61		104142240 - Clerk/Auditor Office Expe	
U.S. Bank Corporate Payment	133378	USBANKLDuncan	06/10/2025	06/11/2025	40.05		104142240 - Clerk/Auditor Office Expe	
U.S. Bank Corporate Payment	133378	USBANKLDuncan	06/10/2025	06/11/2025	50.43		104142230 - Clerk/Auditor Travel Expe	
U.S. Bank Corporate Payment	133378	USBANKLDuncan	06/10/2025	06/11/2025	87.86		104142251 - Clerk/Auditor Gas, Oil and	
					<b>\$494.00</b>			
					<b>\$1,836.47</b>			

**San Juan County**  
**Check Register**  
**All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
United States Postal Service	133379	USPS06102025	06/10/2025	06/11/2025	1,000.00	Postage	104173241 - Elections Postage	
					<b>\$1,000.00</b>			
US Bank Equipment Finance	133278	556339356	05/27/2025	06/05/2025	288.91	Contract #500-0727143-000	104122240 - Justice Court Office Expe	
					<b>\$288.91</b>			
Utah Attorney General's Office - Chil	133380	2025CJCSymp	06/02/2025	06/11/2025	1,000.00		104860330 - CJC Employee Education	
					<b>\$1,000.00</b>			
Utah Counties Indemnity Pool	133279	UCIP3307	05/05/2025	06/05/2025	5,443.00	Airport Liability Insurance Policy AAPN0098257A01	634910510 - Insurance and Bonding	
					<b>\$5,443.00</b>			
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	41.84		264350251 - Gas, Oil and Grease	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	88.66		724167251 - Gas, Oil and Grease	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	99.32		104150251 - Non-Dept Gas, Oil and Gr	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	169.73		104192251 - Econ Dev Gas, Oil and Gr	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	405.79		104161251 - Courthouse Gas, Oil and	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	630.87	Counseling	214412251 - Gas, Oil and Grease	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	667.32		104256251 - Weed Gas, Oil and Greas	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	745.56		104111251 - Commission Gas, Oil and	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	775.27		255012.251 - Local General Health Ga	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	1,048.85		104225251 - Fire/Rescue Gas, Oil and	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	1,122.29		104676251 - Senior Cit Gas, Oil and Gr	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	1,136.49		264350251 - Gas, Oil and Grease	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	3,113.69		574424251 - Gas, Oil and Grease	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	11,036.44		104210251 - Sheriff Gas, Oil and Greas	
Utah Department of Fuel Services	133280	F2511E00948	06/01/2025	06/05/2025	25,108.95		214412251 - Gas, Oil and Grease	
					<b>\$46,191.07</b>			
					<b>\$46,191.07</b>			
Utah Department of Health and Hum	133381	25FN000278	05/05/2025	06/11/2025	156.50	May25 Certificate Sales Reconciliation	255013.980 - Vital Statistics Intergover	
					<b>\$156.50</b>			
Utah Department of Public Safety	133382	25H0000787	06/04/2025	06/11/2025	496.00	Invoice #25H0000787 UHP 24/7 Testing Fees May	104230355 - Jail 24/7 Expenses	
					<b>\$496.00</b>			
Utah Legal Service	133383	330625	06/06/2025	06/11/2025	1,500.00	San Juan AAA	104674615 - Legal Serv Contracts	
					<b>\$1,500.00</b>			
Utah Navajo Health System	133384	50196C16098	06/02/2025	06/11/2025	70.00	Patient ID 151235	214414620 - Miscellaneous Services	
					<b>\$70.00</b>			
Utah Navajo Trust Fund	133281	RI0601255	06/01/2025	06/05/2025	165.00		724581915 - Contributions to Other Uni	
					<b>\$165.00</b>			
Utah Office of Tourism	133282	05042025	05/22/2025	06/05/2025	2,850.00	San Juan County Visitor Services	104193490 - Visitor Serv Advertising an	
					<b>\$2,850.00</b>			
Utah State Treasurer	133283	San Juan County	06/02/2025	06/05/2025	50.00		103222000 - Marriage Licenses	
Utah State Treasurer	133283	San Juan County	06/02/2025	06/05/2025	24,976.21		103511000 - Justice Court Fines	
					<b>\$25,026.21</b>			
					<b>\$25,026.21</b>			
Utah Tourism Industry Association	133284	2869	05/22/2025	06/05/2025	5,000.00	San Juan County Visitor Services	104193490 - Visitor Serv Advertising an	
					<b>\$5,000.00</b>			

**San Juan County  
Check Register  
All Bank Accounts - 05/30/2025 to 06/12/2025**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Utah Valley Radiology Associates	133385	UVRA154274050	05/08/2025	06/11/2025	39.00	Account #UVRA154274	104230312 - Jail Inmate Medical Expen	
					<b>\$39.00</b>			
Verizon Wireless	133285	6112430770	05/01/2025	06/05/2025	160.33	Account #742063425-00001	255012.280 - Local General Health Tel	
Verizon Wireless	133285	6112430770	05/01/2025	06/05/2025	160.33	Account #742063425-00001	255310.280 - PHEP Preparedness Tele	
Verizon Wireless	133285	6113458756	05/13/2025	06/05/2025	-49.18	Account #665507629-0001	104230280 - Jail Telephone	
					<b>\$271.48</b>			
					<b>\$271.48</b>			
Waste Management of Colorado	133286	0451569-4889-0	05/30/2025	06/05/2025	160.48	Customer ID 16-83977-33005	104225270 - Fire/Rescue Utilities	
Waste Management of Colorado	133286	0451571-4889-6	05/29/2025	06/05/2025	94.98	Customer ID #16-83977-53000	214414270 - Utilities	
Waste Management of Colorado	133286	0451640-4889-9	05/30/2025	06/05/2025	265.60	Customer ID 19-36095-03000	255007.270 - Indirect Admin Utilities	
					<b>\$521.06</b>			
					<b>\$521.06</b>			
Workman, Corey	133287	CWorkman06052	06/05/2025	06/05/2025	255.00	Leess Lethal Course	104211230 - Task Force Travel Expens	
					<b>\$255.00</b>			
Zion's Way Home Health & Hospice,	133386	ZAABlack52025	06/05/2025	06/11/2025	120.00		104679615 - State Alt Contracts	
Zion's Way Home Health & Hospice,	133386	ZAHMaryboy5202	06/05/2025	06/11/2025	240.00		104679615 - State Alt Contracts	
Zion's Way Home Health & Hospice,	133386	ZAJEberling5202	06/05/2025	06/11/2025	160.00		104684615 - Respite Contracts	
Zion's Way Home Health & Hospice,	133386	ZASSilas52025	06/05/2025	06/11/2025	505.76		104679615 - State Alt Contracts	
Zion's Way Home Health & Hospice,	133386	Zion's Way Home	06/05/2025	06/11/2025	160.00		104684615 - Respite Contracts	
Zion's Way Home Health & Hospice,	133386	ZWLLee52025	06/05/2025	06/11/2025	600.00		104679615 - State Alt Contracts	
Zion's Way Home Health & Hospice,	133386	ZWMButler52025	06/05/2025	06/11/2025	80.00		104679615 - State Alt Contracts	
Zion's Way Home Health & Hospice,	133386	ZWTHarris52025	06/05/2025	06/11/2025	640.00		104679615 - State Alt Contracts	
					<b>\$2,505.76</b>			
					<b>\$2,505.76</b>			
Zoro Tools, Inc.	133288	INV13873787	01/01/2025	06/05/2025	-13.29	Customer #CUST21606308	104166260 - PS Bldg Buildings and Gr	
Zoro Tools, Inc.	133288	INV15889739	03/06/2025	06/05/2025	72.85	Customer #CUST21606308	104166260 - PS Bldg Buildings and Gr	
					<b>\$59.56</b>			
					<b>\$59.56</b>			
					<b>\$810,273.39</b>			



## COMMISSION STAFF REPORT

---

**MEETING DATE:** June 17, 2025

**SUBMITTED BY:** Tammy Gallegos, Aging Director

**TITLE:** Approval of the 2025 Contract Between the State of Utah Department of Health and Human Services and San Juan County for the Aging Program

**RECOMMENDATION:** Approval

---

### SUMMARY

Consideration and Approval of the 2025 Between the State of Utah Department of Health and Human Services and San Juan County for the Aging Program. The general purpose of this grant agreement is to provide oversight, direction and funding to the AAA for the provision of an array of aging services to qualifying individuals residing in the AAA's geographical area. Effective date: July 1, 2025 Termination date: June 30, 2032 unless terminated early or extended in accordance with the terms and conditions of this grant agreement

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

State Funding/Federal Funding

Log# 46637  
Vendor # 06866H

RGA #91263

Grant # Item 4.  
Commodity Code 99999

**STATE OF UTAH**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES GRANT AGREEMENT**

1. PARTIES: This grant agreement is between the State of Utah Department of Health and Human Services, referred to as STATE and/or DHHS, and the following GRANTEE: San Juan County.
2. GENERAL PURPOSE: The general purpose of this grant agreement is to provide oversight, direction and funding to the AAA for the provision of an array of aging services to qualifying individuals residing in the AAA's geographical area.
3. AGREEMENT PERIOD: Effective date: July 1, 2025 Termination date: June 30, 2032 unless terminated early or extended in accordance with the terms and conditions of this grant agreement.
4. COSTS: GRANTEE will be paid a maximum of \$0.00 for costs authorized by this grant agreement. Additional information regarding costs: Funding will be added once awarded.
5. ATTACHMENT A: Utah Department of Health and Human Services Subrecipient Terms  
ATTACHMENT B: Scope of Work
6. DOCUMENTS INCORPORATED INTO THIS GRANT AGREEMENT 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 any proposals provided by the GRANTEE.
7. This grant agreement, 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 grant agreement.
8. Each signatory below represents that he or she has the requisite authority to enter into this grant agreement.

The parties sign and cause this grant agreement to be executed. This grant agreement is not fully executed until the State of Utah Approving Authority has signed this grant agreement.

SAN JUAN COUNTY

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Tracy S. Gruber Date \_\_\_\_\_  
Executive Director

---

**STATE OF UTAH APPROVING AUTHORITY**

STATE DIVISION OF FINANCE

By: \_\_\_\_\_  
State Finance Date \_\_\_\_\_



## 1. Definitions

**"Authorized Persons"** means the Subrecipient's employees, officers, partners, subcontractors, or other agents of the Subrecipient who need to access State Data to enable the Subrecipient to perform its responsibilities under this agreement.

**"Agreement Signature Page(s)"** means the DHHS cover page(s), including the page(s) signed by the parties.

**"C.F.R."** means the Code of Federal Regulations.

**"DHHS"** means the Utah Department of Health and Human Services.

**"Federal Pass Through Money"** means federal money received by the Subrecipient through a subaward or agreement but does not include federal money received as payment for goods or services purchased by DHHS.

**"Local Money"** means money that is owned, held or administered by a political subdivision of the State that is derived from fee or tax revenues but does not include money received as payment for goods or services purchased or contributions or donations received by the political subdivision.

**"State"** means the state of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

**"State Data"** means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the Subrecipient's hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the Subrecipient. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this agreement, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

**"State Money"** means money that is owned, held, or administered by a State agency and derived from State fee or tax revenues but does not include contributions or donations received by the State agency.

**"Subrecipient"** means the non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program as per 2 C.F.R. § 200.1.

**"Uniform Guidance"** means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

2. **Governing Law and Venue:** This agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this agreement must be brought in a court of competent jurisdiction in the State. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **Federal Award:** The Subrecipient shall comply with the terms of the federal award(s).
4. **Nonprofit Registration:** If the Subrecipient is a nonprofit corporation that receives an amount of money requiring an accounting report under the Utah Code, it shall register and maintain the nonprofit corporation's registration as a limited purpose entity in accordance with code requirements.
5. **Amendments:** Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from DHHS will constitute an amendment to the agreement without the Subrecipient's signature: 1) changes in the total agreement amount or rates; and 2) changes to financial reporting requirements.
6. **No Automatic Renewals:** This agreement will not automatically renew.

7. **Laws and Regulations:** The Subrecipient shall comply with all applicable federal, state, and local laws, rules, orders, and regulations, including applicable licensure and certification requirements. Any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will take precedence over any conflict with this Attachment A.
8. **Conflict of Interest:** The Subrecipient represents that none of its officers or employees are officers or employees of DHHS or the State, unless written disclosure has been made to DHHS. The Subrecipient shall comply and cooperate in good faith with all conflict of interest and ethic laws.
9. **Independent Capacity:** The Subrecipient and any subcontractors, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of DHHS.
10. **Reporting Receipt of Federal and State Funds.**
  - 10.1. If the Subrecipient is a nonprofit corporation and receives Federal Pass Through Money or State Money, the Subrecipient shall disclose to DHHS, annually and in writing, whether it has received in the previous fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money in the amount of \$750,000 or more; (ii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money at least \$350,000 but less than \$750,000; or (iii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money of at least \$100,000 but less than \$350,000. This disclosure must be made when entering into this agreement and annually thereafter no later than six months after the end of the Subrecipient's fiscal year.
  - 10.2. The Subrecipient shall provide to DHHS a written description and itemized report at least annually detailing the expenditure of State Money, and the intended expenditure of any State Money that has not been spent. The Subrecipient shall provide to DHHS a final written itemized report when all the State Money is spent. DHHS may require the Subrecipient to return an amount of money that is equal to the State Money expended in violation of the terms of this section. Reports must be submitted no later than July 31<sup>st</sup> of each year and no later than 30 days after the expenditure of all State funds, whichever is earlier.
  - 10.3. The Subrecipient shall comply with all federal and State reporting requirements, including as applicable, but not limited to, 2 C.F.R. 200 and Utah Code sections 51-2a-201, 51-2a-201.5, and 63G-6b-201.
  - 10.4. Reports that are required to be sent to DHHS must be sent to [dhhsfinancialreports@utah.gov](mailto:dhhsfinancialreports@utah.gov).
11. **Timely Reporting:** The Subrecipient shall timely submit all reports and back-up data required by this agreement or requested by the federal awarding agency or DHHS.
12. **Invoicing:** Unless otherwise stated in the scope of work, the Subrecipient shall submit invoices along with any supporting documentation within 20 days following the last day of the month in which the expenditures were incurred or the services provided. The Subrecipient shall list this agreement number on all invoices and correspondence relating to this agreement. The Subrecipient shall submit all final billings under this agreement within 14 days of expiration or termination of this agreement, regardless of the Subrecipient's billing period. Notwithstanding the foregoing, the Subrecipient shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of Subrecipient's billing period or the expiration or termination date of this agreement. DHHS may reject any invoice or claim for payment or reimbursement if received by DHHS after the requirements stated in this agreement, but in no case will DHHS pay for items billed later than twelve months after the fiscal year ending June 30th that the Subrecipient's services were provided or expected under the agreement, or for agreements with Medicaid, later than Medicaid deadlines.
13. **Supporting Documentation:** The Subrecipient shall maintain documentation necessary to support the costs billed by the Subrecipient and shall submit the documentation with the billings, if requested. The Subrecipient shall store and file required documentation in a systematic and consistent manner.
14. **Questioned Costs:** DHHS may question any billing by the Subrecipient if the billing is not supported by proper documentation.

## 15. Payment:

- 15.1. Payment to the Subrecipient will be based on allowable costs incurred by the Subrecipient in providing services pursuant to this agreement. The Subrecipient shall maintain documented expenditures that comply with federal cost principles and any attached budget. Expenditures must be reasonable and necessary to carry out agreement requirements. The Subrecipient shall be responsible for any expenditures DHHS finds to be improper or unallowable, including personal expenses, and shall repay these expenditures from funds other than those provided pursuant to this agreement or any other agreement between DHHS and the Subrecipient. The Grantee consents to a follow-up audit and clawback of any state grant funds if an audit shows that such grant funds were inappropriately used. This provision will survive the expiration or termination of this agreement.
- 15.2. DHHS shall make payments within 30 days after a correct invoice is received. All payments to the Subrecipient will be remitted by mail, electronic funds transfer, or the State's purchasing card. If payment has not been made after 60 days from the date a correct invoice is received by DHHS, then interest may be added by the Subrecipient as prescribed in the Utah Prompt Payment Act. The acceptance by the Subrecipient of final payment, without a written protest filed with DHHS within 10 business days of receipt of final payment, will release DHHS and the State from all claims and all liability to the Subrecipient. DHHS's payment for the services will not be deemed an acceptance of the services and is without prejudice to any and all claims that DHHS or the State may have against the Subrecipient. The Subrecipient shall not charge end users electronic payment fees of any kind.
- 15.3. If funding to DHHS is reduced due to an order by the legislature or the governor, or is required by State law, or if applicable federal funding is not provided to DHHS, DHHS shall reimburse the Subrecipient for products delivered and services performed through the date of cancellation or reduction, and DHHS shall not be liable for any future commitments, penalties, or liquidated damages.
- 15.4. Upon 30 days written notice, the Subrecipient shall reimburse DHHS for funds DHHS is required to reimburse a third party funding source resulting from the actions of the Subrecipient or its subcontractors.

**16. Related Party Payments.** The Subrecipient shall not make payments to Related Parties in any category of expenditure (administrative costs, capital expenditures, or program costs) without the prior written consent of DHHS. Among other items, payments to Related Parties include: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the Subrecipient to Related Parties without prior written consent may be disallowed and require repayment to DHHS. **"Related Parties"** means (a) any person related to the vendor's representative by blood or marriage including, but not limited to, father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, or first cousin; and (b) all business associates of the vendor: (i) who are partners, directors, or officers in the same business entity as the vendor; (ii) who have authority to make decisions or establish policies in the same business entity as the vendor; or (iii) who directly or indirectly own 10% or more in the same business entity as the vendor.

**17. Repayment:** Upon written request by DHHS, any overpayments, disallowed expenditures, excess payments, or questioned costs will be immediately due and payable by the Subrecipient. In the alternative, DHHS may withhold any or all subsequent payments pursuant to this agreement until DHHS fully recoups these funds. In such cases, the Subrecipient shall not reduce the level of services required by this agreement.

**18. Budget Adjustments:** If this agreement is budget based, the budget attached to this agreement will be the basis for DHHS's payments to the Subrecipient. The Subrecipient shall not transfer budgeted funds from program costs to either administrative costs or capital expenditures without DHHS's prior written approval. The Subrecipient shall not transfer budgeted funds between administrative costs and capital expenditures without DHHS's prior written approval. The Subrecipient may transfer funds from administrative costs or capital expenditures to program costs without prior approval. The Subrecipient may transfer funds between subcategories within each major category without prior approval if there are no restrictions on expenditures within those subcategories.

**19. Excessive Expenditures:** If this agreement requires a budget, DHHS may question any amounts in excess of the total amount budgeted in either administrative costs or capital expenditures and may require the Subrecipient to refu

the excesses to DHHS. Amounts in excess of the total amount budgeted in program costs will not normally be questioned costs unless DHHS has placed restrictions on subcategories within this major category. If this agreement restricts expenditures within defined subcategories, DHHS will consider any unapproved excesses to be a questioned cost.

Item 4.

- 20. Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon written notice delivered to the Subrecipient, DHHS may immediately terminate this agreement in whole or in part, or proportionately reduce the services and the amounts due, if DHHS reasonably determines that: (i) a change in federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this agreement; or (ii) a change in appropriations, available funds, or budgets affects DHHS's ability to pay under this agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, DHHS shall reimburse the Subrecipient for the services properly ordered until the effective date of said notice. DHHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- 21. Cost Accounting System:** The Subrecipient shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the Subrecipient. The Subrecipient shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.
- 22. Insurance:**
- 22.1.** The Subrecipient shall at all times carry and maintain commercial general liability ("CGL") insurance from an insurance company authorized to do business in the State. The limits of the CGL insurance policy must be no less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 22.2.** If the Subrecipient will use a vehicle in the performance of this agreement, the Subrecipient shall at all times carry and maintain commercial automobile liability ("CAL") insurance from an insurance company authorized to do business in the State. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of this contract whether owned, non-owned, leased, or hired. The minimum liability limit must be at least \$1,000,000 per occurrence, combined single limit.
- 22.3.** The Subrecipient shall provide proof of the CGL insurance policy and other required insurance policies to DHHS within 30 days of contract award. The Subrecipient shall add the State on the certificate of insurance with notice of cancellation.
- 22.4.** Failure to provide proof of insurance as required will be deemed a material breach of this contract. The Subrecipient's failure to maintain this insurance requirement for the term of this contract will be grounds for immediate termination of this agreement.
- 23. Suspension of Work:** DHHS shall give the Subrecipient written notice should DHHS suspend the Subrecipient's responsibilities under this agreement. The Subrecipient's responsibilities may be reinstated upon advance written notice from DHHS.
- 24. Indemnification:**
- 24.1.** If the Subrecipient is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.
- 24.2.** If the Subrecipient is a non-governmental entity, the Subrecipient shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors. The Subrecipient shall fully indemnify, defend, and save harmless DHHS and the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Subrecipient's performance of this agreement caused by any intentional act or negligence of the Subrecipient, its agents, employees, officers, partners, or subcontractors, without

limitation; provided, however, that the Subrecipient shall not indemnify for that portion of any claim, damage arising hereunder due to the sole fault of DHHS. The Subrecipient is solely responsible for all payments owed to any subcontractor arising from the Subrecipient's performance under this agreement and will hold DHHS harmless from any such payments owed to the subcontractor. This provision survives the expiration or termination of this agreement.

- 24.3.** The parties agree that if there are any limitations of the Subrecipient's liability, including a limitation of liability clause for anyone for whom the Subrecipient is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

**25. Intellectual Property Indemnification:** The Subrecipient shall indemnify and hold DHHS and the State harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against DHHS or the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of the Subrecipient's liability, such limitations of liability will not apply to this section.

**26. No Subrogation or Contribution:** The Subrecipient has no right of subrogation or contribution from the State or DHHS for any judgment rendered against the Subrecipient.

**27. Debarment:** DHHS may immediately terminate this agreement if DHHS determines that the Subrecipient has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a subcontractor of any governmental entity. The Subrecipient certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this agreement. The Subrecipient shall immediately notify DHHS if the Subrecipient becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.

## **28. Termination and Default:**

**28.1. Termination for Convenience.** DHHS may terminate this agreement without cause, upon 30 days written notice to the Subrecipient. If the Subrecipient terminates this agreement without cause, DHHS may treat the Subrecipient's action as a default under this agreement.

**28.2. Termination for Cause.** Each party may terminate this agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the default is not cured within the 10 days, the party giving notice may terminate this agreement 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the Subrecipient's liability for damages.

**28.3. Miscellaneous Grounds for Termination.** In addition to other grounds for termination, DHHS may immediately terminate this agreement if DHHS receives a notice of a lien against the Subrecipient's payments or if the Subrecipient becomes debarred, becomes insolvent, files for bankruptcy or reorganization proceedings, is subject to IRS withholding, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under this agreement. The Subrecipient shall provide DHHS with proof of financial viability upon request.

**28.4. Payment After Termination.** DHHS shall pay the Subrecipient for the services properly performed under this agreement up to the effective date of the notice of termination. The Subrecipient agrees that in the event of termination, the Subrecipient's sole remedy and monetary recovery from DHHS or the State is limited to full payment for all services properly performed as authorized under this agreement up to the date of termination, as well as any reasonable monies owed as a result of the Subrecipient having to terminate other contracts necessarily and appropriately entered into by the Subrecipient pursuant to this agreement.

**28.5. Default.** Any of the following events will constitute cause for DHHS to declare the Subrecipient in default of this agreement: (i) the Subrecipient's non-performance of its contractual requirements and obligations under this agreement; or (ii) the Subrecipient's material breach of any term or condition of this agreement. If th

Subrecipient defaults in any manner in the performance of any obligation under this agreement, or if exceptions are identified, DHHS may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the Subrecipient's failure to comply with federal regulations or State rules. In addition, DHHS may withhold amounts due the Subrecipient under this agreement, any other current agreement between DHHS and the Subrecipient, or any future payments due the Subrecipient to recover the funds. DHHS shall notify the Subrecipient of DHHS's action in adjusting the amount of payment or withholding payment. This agreement is executory until such repayment is made.

Item 4.

- 29. Remedies:** In addition to terminating this agreement upon default or breach of the Subrecipient, DHHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii) debar or suspend the Subrecipient from receiving future contracts from DHHS or the State; and (iv) demand a full refund of any payment DHHS has made to the Subrecipient for services that do not conform to this agreement.
- 30. Reviews:** DHHS may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the Subrecipient to meet all of the terms and conditions of this agreement.
- 31. Performance Evaluation and Remediation:** DHHS may conduct a performance evaluation of the Subrecipient's services, including the Subrecipient's subcontractors. DHHS may make the results of any evaluation available to the Subrecipient. DHHS may make scheduled and announced visits. The Subrecipient shall allow DHHS monitors and auditors to have access to any records related to this agreement. The Subrecipient shall cooperate with all monitoring and audits. DHHS may require remediation. The Subrecipient shall comply with any remediation plan required by DHHS. The Subrecipient's failure to comply with a DHHS remediation plan will be deemed a material breach of this agreement.
- 32. Public Information:** The Subrecipient agrees that this agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act ("**GRAMA**"). DHHS and the State are not obligated to inform the Subrecipient of any GRAMA requests.
- 33. Publicity:** The Subrecipient shall not advertise or publicize matters relating to this agreement, or publicly use DHHS's name, without the prior written approval of DHHS. The Subrecipient shall impose this restriction on its subawardees and subcontractors, and shall require subawardees and subcontractors to impose this restriction on each lower tier of subawardees and subcontractors.
- 34. Information Ownership:** Except for confidential medical records held by direct care providers, DHHS shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this agreement. The Subrecipient shall not use or disclose, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this agreement without prior written consent from DHHS. DHHS will own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Subrecipient under this agreement. The Subrecipient shall not use confidential federal, state, or local government information without prior written consent from DHHS, and shall bind any subcontractor to the same requirement.
- 35. Information Practices:** The Subrecipient shall establish, maintain, and practice information procedures and controls that comply with federal and State law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"). DHHS may require the Subrecipient to enter into a business associate agreement if applicable. The Subrecipient shall receive or request from DHHS only information about an individual that is necessary to the Subrecipient's performance of its duties and functions. The Subrecipient shall use the information only for purposes of this agreement.
- 36. Secure Protection and Handling of State Data:**
- 36.1.** If the Subrecipient is given access to or will be storing State Data as part of this agreement, the protection of State Data must be an integral part of the business activities of the Subrecipient to ensure that there is no

inappropriate or unauthorized use of State Data. The Subrecipient shall safeguard the confidentiality, and availability of the State Data. The Subrecipient agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this agreement. The improper use or disclosure of confidential information is strictly prohibited. Item 4.

- 36.2.** Any and all transmission or exchange of State Data must take place via secure means. The Subrecipient shall create, store, and maintain any State Data on secure or encrypted computing devices or portable storage mediums. The Subrecipient agrees to protect and maintain the security of State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates, network firewall provisioning, and intrusion detection. The Subrecipient agrees that any computing device or portable medium that has access to DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.
- 36.3.** The Subrecipient shall: (i) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this agreement relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in this agreement and require Authorized Persons to keep the State Data confidential; (iii) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any State Data received by it to any third parties, except as permitted by this agreement or otherwise agreed to in writing by DHHS.
- 36.4.** The Subrecipient shall promptly notify DHHS of any misuse or misappropriation of State Data that comes to the Subrecipient's attention. The Subrecipient shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, employees, subcontractors at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah Code Ann. §§ 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term of this agreement. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- 37. Artificial Intelligence:** The Subrecipient shall not use State Data in any generative artificial intelligence ("GAI") queries, training, or program creation without prior written permission from DHHS. The Subrecipient attests that its GAI models use only properly licensed material. The Subrecipient shall fully indemnify and hold DHHS harmless from all claims, loss, or damages related to the Subrecipient's use of GAI. Should the Subrecipient learn that State Data has been used in GAI queries without DHHS permission, the Subrecipient shall immediately notify DHHS. The Subrecipient shall inform DHHS of any GAI in the Goods or Services being contracted for prior to providing those Goods or Services to DHHS. The Subrecipient shall include annotations sufficient to comply with DTS Policy 4000-0008 (Generative AI Policy) when utilizing GAI in the creation of Goods and Services with the potential to impact DHHS intellectual property rights.
- 38. Ownership, Protection, and Return of Documents and Data upon Agreement Termination or Completion:** Except for records that must be retained for a longer period under section 42.2 and for confidential medical records held by direct care providers, all documents and data pertaining to work required by this agreement will be the property of DHHS, and must be returned to DHHS or disposed of within 30 days after termination or expiration of this agreement, regardless of the reason for agreement termination, and without restriction or limitation to future use. If such return or destruction is not feasible, the Subrecipient shall notify DHHS. The Subrecipient shall extend any protections, limitation, and restrictions of this agreement to any information retained after the termination of this agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the data infeasible. Any disposal of State Data must be disposed of in such a manner that it cannot be recovered or recreated. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.
- 39. Intellectual Property Ownership:** DHHS and the Subrecipient recognize that each has no right, title, or interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other material

developed or licensed by the Subrecipient prior to the execution of this agreement, but specifically created or manufactured under this agreement, is considered work made for hire, and the Subrecipient shall transfer any ownership claim to DHHS. Item 4.

- 40. Equipment Purchase:** The Subrecipient shall obtain prior written DHHS approval before purchasing any equipment, as defined in the Uniform Guidance, with agreement funds.
- 41. Standard of Care:** The services of the Subrecipient and its subcontractors must be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, which similarities include the type, magnitude, and complexity of the services that are the subject of this agreement. The Subrecipient shall be liable to DHHS and the State for claims, liabilities, additional burdens, penalties, damages, or third party claims, to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
- 42. Record Keeping, Audits, and Inspections:**
- 42.1.** For financial reporting, the Subrecipient shall comply with the Uniform Guidance and Generally Accepted Accounting Principles ("GAAP").
  - 42.2.** The Subrecipient shall maintain or supervise the maintenance of all records necessary to properly account for the Subrecipient's performance and the payments made by DHHS to the Subrecipient under this agreement. The Subrecipient shall maintain all supporting documents, financial and statistical records, and other records related to this agreement and the federal award for six years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report as reported to DHHS, with the exception of those situations identified in 2 C.F.R. §200.333. DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement. The Subrecipient agrees to allow, at no additional cost, the State, federal auditors, and DHHS's staff, access to all such records. The Subrecipient shall retain these records as required by GAAP, federal or state law, or specific program requirements, whichever is longer. The Subrecipient shall allow, at no additional cost, the State, federal auditors, and DHHS staff, access to all such records.
  - 42.3.** The Subrecipient shall retain all records which relate to disputes, litigation, audits, and claim settlements arising from agreement performance or cost or expense exceptions, until all disputes, litigation, audits, claims, or exceptions are resolved.
  - 42.4.** The Subrecipient shall comply with federal and state regulations concerning cost principles, audit requirements, and agreement administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the Subrecipient shall comply with applicable federal cost principles and agreement administration requirements if State funds are received. Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The Subrecipient shall send copies of required reports to [dhhsfinancialreports@utah.gov](mailto:dhhsfinancialreports@utah.gov).
- 43. Employment Practices:** The Subrecipient shall abide by the following employment laws, as applicable: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 C.F.R. § 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the work place; (vi) Utah Code Ann. § 26B-7-503, Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Agreement Work Hours and Safety Standards Act, for contracts that invol



employment of mechanics or laborers. The Subrecipient further agrees to abide by any other laws, regulations, that prohibit the discrimination of any kind of any of the Subrecipient's employees or persons served. Item 4.

- 44. Federal Requirements:** The Subrecipient shall abide by the following federal statutes, regulations, and requirements: 2 C.F.R. § 200.326, Agreement Provisions as applicable; 45 C.F.R. § 46, 42 U.S.C. § 2899, 21 C.F.R. 50, & 21 C.F.R. 56 Protection of Human Subject in research activities; 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; 42 U.S.C § 4331, the National Environmental Policy Act of 1969; 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 37 C.F.R. § 401, Rights to Inventions Made; 42 C.F.R. part 50, Subpart B, Sterilizations; 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; 59 FR 46266, Recombinant DNA and Institutional Biosafety; 7 U.S.C. § 2131, Animal Welfare; 42 C.F.R. part 92, Misconduct in Science; 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; 42 U.S.C. §§ 6101-6107 & 45 C.F.R. Part 91 Age Discrimination Act of 1975; 42 U.S.C. § 12101 et seq. & 28 C.F.R. Part 35, Part 39 Americans with Disabilities Act; 45 C.F.R. Part 80, 42 U.S.C. § 2000d et. seq. Civil Rights Act of 1964 as amended Title VI; 40 U.S.C. §§ 3701-3704 & 29 C.F.R. Part 5 Contract Work Hours and Safety Standards Act; 45C.F.R. 2543.82, 18 U.S.C. § 874 & 29 C.F.R. Part 3 Copeland Anti-Kickback Act; 40 U.S.C. § 3142 & 29 C.F.R. Part 5 Davis-Bacon Act; 41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988; 20 U.S.C. § 1681et. seq. & 45 C.F.R. Part 86, Education Amendments of 1972, Title IX; 8 U.S.C. § 1324a, Employment Eligibility Verification; 29 U.S.C. § 206(d) Equal Pay Act; 29 U.S.C. § 201 et seq. Fair Labor Standards Act; 8 U.S.C. § 1324 Immigration Control and Reform Act; 42 U.S.C. § 10801 et seq. Protection and Advocacy for Individuals with Mental Illness Act; 45 C.F.R. Part 84.53 Public Health Service Act, Section 522 and Section 526; 29 U.S.C. § 794 & 45 C.F.R. Part 84 Rehabilitation Act of 1973, as amended, Section 504; 42 U.S.C. § 6322 Energy Policy and Conservation Act; 42 U.S.C. § 4106 Flood Disaster Act of 1973 and other flood hazard provisions; 42 U.S.C. § 4321 et seq. & 40 C.F.R. Part 1500 et seq. National Environmental Policy Act of 1969; 42 U.S.C. §§ 7181-7184, Pro-Children Act of 2001; 31 U.S.C. § 3729-3733 and Chapter 38 Civil False Claims Act; Public L. 109-171 (2006) Deficit Reduction Act of 2005; P.L. 109-282, as amended by Section 6202 of P.L. 110-252 FFATA; 5 U.S.C. § 1501, et. seq. Hatch Act; 42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a Substance Abuse and Mental Health confidentiality; 45 C.F.R. Part 75 HHS Award requirements; and the Subrecipient shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach agreement terms and provide for such sanctions and penalties as may be appropriate.
- 45. Background Screening:** The Subrecipient and any individuals associated with the Subrecipient shall comply with the background screening requirements in Utah Code §26B-2-120 and Utah Administrative Code R501-14.
- 46. Provider Code of Conduct:** If the Subrecipient and any individuals associated with the Subrecipient will be working with DHHS clients, the Subrecipient shall follow and enforce the DHHS Provider Code of Conduct. Before allowing any employee or volunteer to work with clients, the Subrecipient shall: 1) provide a current copy of the DHHS Provider Code of Conduct to each employee or volunteer currently working for the Subrecipient and to new employees or volunteers; and 2) retain in each employee's or volunteer's file a signed and dated statement in which that person certifies that he or she has read, understands, and will comply with the DHHS Provider Code of Conduct. Annually, the Subrecipient shall obtain the current DHHS Provider Code of Conduct poster and display the poster where its employees and volunteers can see it.
- 47. Abuse Reporting:** The Subrecipient shall comply with abuse reporting requirements in Utah Code §§ 80-2-602 and 26B-6-205.
- 48. Waiver:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- 49. Legal Fees:** In the event of any judicial action to enforce rights under this agreement, the prevailing party will be entitled to its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

50. **Subawards, Subcontracts and Assignment:** The Subrecipient shall not assign, sell, transfer, subcontract, Item 4., or sublet rights or delegate responsibilities under this agreement, in whole or part, without the prior written consent of DHHS. The Subrecipient retains ultimate responsibility for performance of all terms, conditions, and provisions of this agreement that are subcontracted or performed by a subcontractor. When subcontracting, the Subrecipient agrees to use written subcontracts that conform to federal and State laws. The Subrecipient shall request DHHS approval for any assignment at least 20 days prior to its effective date.
51. **Force Majeure:** Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. DHHS may terminate this agreement after determining that the delay or default will likely prevent successful performance of this agreement.
52. **Severability:** The invalidity or unenforceability of any provision, term, or condition of this agreement will not affect the validity or enforceability of any other provision, term, or condition of this agreement, which will remain in full force and effect.
53. **Survival of Terms:** Termination or expiration of this agreement will not extinguish or prejudice DHHS's right to enforce this agreement with respect to any default or defect in the services that has not been cured.
54. **Notice:** Notice must be in writing and sent to dhhscontracts@utah.gov.
55. **Order of Precedence:** The terms of this agreement will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this agreement's terms, or the terms of the federal award or applicable federal regulation, the order of precedence (listed in order of descending precedence) among the terms is: (1) the terms of the federal award and any applicable federal regulations; (2) Agreement Signature Page(s); (3) this Attachment A; (4) DHHS scope of work; (5) Any other attachments.
56. **Time is of the Essence:** The Subrecipient shall complete services by any deadline stated in this agreement. For all services, time is of the essence. The Subrecipient shall be liable for all reasonable damages to DHHS and the State, and anyone for whom the State may be liable, as a result of the Subrecipient's failure to timely perform the services required under this agreement.
57. **Dispute Resolution:** DHHS and the Subrecipient shall attempt to resolve agreement disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DHHS, after consultation with the Subrecipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DHHS appoints such an expert or panel, DHHS and the Subrecipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
58. **Prohibited Discriminatory Practices:** The Subrecipient shall not use contract funds for any prohibited discriminatory practice as defined by Utah Code 53B-1-118.
59. **Certification:** As required by 2 CFR 200.415, whenever the Subrecipient applies for funds, requests payment, and submits financial reports regarding federal awards under this agreement, the Subrecipient hereby certifies as follows: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."
60. **Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised: 4/15/2025)

ATTACHMENT B  
SCOPE OF WORK  
Pass Through Agreements

Article 1  
PURPOSE

- 1.1 **Purpose.** The Department of Health and Human Services, Division of Aging and Adult Services ("DHHS") has agreements with Area Agencies on Aging ("AAA") to oversee a wide range of functions including advocacy, planning, coordination, inter-agency collaboration, information sharing, monitoring, and evaluation to qualifying individuals residing in the AAA's geographical area, as directed by 45 C.F.R. § 1321 and ACL final rules effective March 15, 2024.

Article 2  
DEFINITIONS

- 2.1 **Definitions.** In this agreement, the following definitions apply:

**"Administration for Children and Families (ACF)"** means an operating division of HHS responsible for promoting the economic and social well-being of families, children, individuals, and communities by providing federal leadership, partnership, and resources for the delivery of human services.

**"Administration for Community Living (ACL)"** means a federal agency responsible for increasing access to community support and resources for America's aging and disabled populations.

**"Alzheimer's Disease and Related Dementias (ADRD)"** means a program with a set of initiatives to address the needs of people with dementia, their caregivers, and the professionals who serve them.

**"Area Plan"** means a comprehensive document approved by DHHS outlining the AAA's strategies and services provided to address the needs of older adults, adults with disabilities, and caregivers within the specific planning and service area.

**"Carry-out Meals"** means meals provided by a congregate meal site that are taken by participants to eat elsewhere.

**"Centers for Medicare and Medicaid Services (CMS)"** means an operating division of HHS responsible for providing health coverage through Medicare, Medicaid, the Children's Health Insurance Program, the Health Insurance Marketplace, and works with the health care community to improve quality, equity, and outcomes in the health care system.

**"Congregate Meals (CMM)"** means meals and nutrition services provided in group settings, presenting opportunities for social engagement, information on healthy aging, meaningful volunteer roles, and contributing to overall health and well-being OAA § 331.

**“Corrective Action Plan (CAP)”** means a detailed plan of action that is developed to achieve targeted outcomes for resolution of errors identified through the monitoring process. Submitted by the AAA in response to a monitoring finding.

**“Data Analysis”** means analysis of Findings to identify where and why errors have occurred.

**“Defense of Guardianship”** means advice to and representation of older individuals at risk of guardianship in favor of less restrictive, more person-direct forms of decisional supports.

**“Dietary Guidelines for Americans (DGA)”** means guidelines developed by The United States Departments of Health and Human Services (“HHS”) and Agriculture (“USDA”) that advise on what to eat and drink to meet nutrient needs, promote health, and prevent disease.

**“Dietary Reference Intake (DRI)”** means a set of scientifically developed values used to assess and plan nutrient intake for healthy people that are used by governments, nutrition professionals, and non-governmental organizations to develop nutrition labels, dietary guidelines, and food guides.

**“Domestically Produced Foods”** means the same as the definition found in 45 C.F.R. § 1322.3.

**“Evidence Based Programs (EBP)”** means programs for older adults that are research based and have been shown to be effective in promoting health and preventing disease. EBPs are designed to help older adults learn skills to manage their health, including the prevention of falls, managing chronic conditions, being physically active, and managing mental health.

**“Finding”** means a conclusion or observation made during a monitoring visit, audit, examination, or review of a program, or activity, highlighting areas of concern or operational inadequacies.

**“Full Funding Report (FFR)”** means a document detailing the complete financial allocation of funds to the AAA for each State fiscal year.

**“Grab-and-Go Meals”** means pre-prepared food items that are packaged and ready to be eaten immediately.

**“Greatest Economic Need (GEN)”** means the same as the definition found in 45 C.F.R. § 1321.3.

**“Greatest Social Need (GSN)”** means the same as the definition found in 45 C.F.R. § 1321.3.

**“Home-Delivered Meals (HDM)”** means meals and related nutrition services for older adults and their spouses of any age. HDMs primarily target frail, homebound, or isolated individuals aged 60 and over, and may also extend to their caregivers and individuals with disabilities OAA § 336.

**“Home and Community-Based/Alternatives Services (ALM)”** means -The Alternatives Program that serves individuals 18 years of age and older who meet low income/asset requirements and individuals with physical or mental disabilities who are provided an array of services enabling them to live in their own homes.

**“Long-Term Care Ombudsman (LTCO)”** means a representative who seeks the resolution of problems and advocates for the rights of residents of long-term care facilities to ensure and enhance the quality of life and care of residents.

**“Medicare Improvements for Patients and Providers Act Reimbursement (MIPPA)”** means programs that help Medicare beneficiaries with limited income and assets learn about programs that may save them money on their Medicare costs.

**“Modified Meal”** means a meal that has been adapted to meet the needs of someone with a specific chronic condition.

**“Nutrition Services Incentive Program (NSIP)”** means grants provided to states, territories, and eligible tribal organizations to support the OAA congregate and home-delivered nutrition programs by providing incentives including cash, commodities, or a combination of cash and commodities, to serve more meals, as defined by 45 C.F.R. § 1321.3.

**“Older Americans Reauthorization Act of 2024 (OAA)”** means the federal act that authorizes service programs to help older adults over age 60 remain at home for as long as possible, promote the rights of older adults, and advocate for individuals living in long-term care facilities.

**“Oral Nutrition Supplements (ONS)”** means a liquid, powder, or semi-solid nutrients for people who are unable to meet their nutritional needs through food alone and are used in acute and community health settings for the purpose of assisting people with poor appetites, reduced food intake, increased nutritional needs, or poor nutrient absorption due to illness.

**“Performance Measure (PM)”** means a specific metric used to evaluate the effectiveness of a program, based on data collected through outreach and education activities conducted by the program.

**“Program Analysis”** means the analysis of Findings to determine the causes of errors in program operations.

**“Registered Dietitian Nutritionist (RDN)”** means a credentialed healthcare professional who applies evidence-based information about nutrition and diet to contribute to the health and wellness of individuals, groups, and communities.

**“State Health Insurance Assistance Program (SHIP)”** is a national program offering free one-on-one counseling and assistance to people with Medicare and their families.

**“Senior Center”** means a community-based facility that provides a range of services and activities for older adults, focusing on social, physical, emotional, and intellectual well-being.

**“Senior Medicare Patrol (SMP)”** means a program that assists Medicare beneficiaries, their families, and caregivers to prevent, detect, and report suspected health care fraud, errors, and abuse through outreach, counseling, and education and work to resolve beneficiary complaints of potential healthcare fraud in collaboration with State and federal partners.

**“State Programs Performance Report (SPR)”** means an information system for states to report on participants, services, and funding for OAA programs.

**“State Unit on Aging (SUA)”** means designated state-level agencies responsible for developing and administering multi-year state plans that advocate for and aid older adults, their families, and adults with disabilities.

**“Subcontractor”** includes each individual or entity that has an agreement with the AAA to perform contractual work for which the AAA is responsible and also refers to each individual or entity that has an agreement with a Subcontractor when the individual or entity performs any of the Subcontractor's duties.

**“Supportive Services (PDS)”** means a program that provides access services, in-home services, and legal assistance to help individuals aged 60 and above live independently in their homes and communities.

**“United States Department of Health and Human Services (HHS)”** means a federal agency created to protect the health of Americans and provide essential human services. HHS oversees ACL, ACF, and CMS.

**“Utah Caregiver Support and Respite Care Program (RST)”** means a program that provides intermittent and time-limited relief from caregiving responsibilities for caregivers of individuals who are suffering chronic long-term illnesses or conditions.

**“Volunteer Risk and Program Management (VRPM)”** means policies developed by ACL to support internal program management and enhance the quality, effectiveness, and safety of SMP and SHIP services through the provision of guidance and direction to staff and volunteers.

### Article 3 POPULATION SERVED

- 3.1 **Population Served.** The population served varies according to the specific OAA program in operation and includes individuals aged 60 and above with social or economic needs and their spouses, individuals 18 years of age and older who fulfill specific income and asset qualifications, and caregivers of individuals with chronic long-term illnesses or conditions.

### Article 4 QUALIFICATIONS

- 4.1 **Qualifications.** The AAA shall:
- (1) have the financial, managerial and institutional capacity to comply with the requirements of this agreement;
  - (2) establish and maintain, programs licensed under Utah Code 26B-2-105, Licensure Requirements; and
  - (3) ensure programs comply with Utah Administrative Code R501-1-16, Health and Human Services, Human Services Program Licensing.

Article 5  
SERVICE AND ADMINISTRATION REQUIREMENTS

5.1 **Requirements.** The AAA shall:

- (1) serve as the public advocate for the development or enhancement of comprehensive and coordinated community-based systems of services in each community and service area, and:
  - (A) monitor, evaluate, and comment on policies, programs, hearings, levies, and community actions which affect older individuals and family caregivers;
  - (B) solicit comments from the public on the needs of older individuals and family caregivers;
  - (C) represent the interests of older individuals and family caregivers to local level and executive branch officials, public and private agencies, or organizations;
  - (D) consult with and support the State's LTCO program; and
  - (E) coordinate with public and private organizations, including units of general-purpose local government, to promote new or expanded benefits and opportunities for older individuals and family caregivers;
- (2) undertake a leadership role in assisting communities throughout the planning and service area to target resources from all appropriate sources to meet the needs of older individuals and family caregivers with GEN and GSN, with particular attention to low-income minority individuals;
- (3) provide the services identified in its approved Area Plan;
- (4) establish a grievance system for individuals and service applicants;
- (5) notify each client and applicant in writing of their right to file grievances with the AAA for denial of services, program exclusion, or inadequacies or inequities in the programs and services provided;
- (6) establish and maintain a tracking system that identifies the nature and outcome of each grievance;
- (7) notify the client or applicant that they may contact DHHS in writing to resolve a grievance denied by the AAA or when the AAA does not respond to a grievance in a timely fashion;
- (8) provide current contact information and throughout the duration of the AAA's record retention responsibilities to the DHHS representative;

- (9) notify DHHS of changes to the contact information for the individual authorized to receive legal and other notices regarding the grant which must include:
  - (A) telephone number;
  - (B) email address; and
  - (C) street address;
- (10) provide Utah 211 with information about the AAA's services in a form determined by Utah 211;
- (11) develop and enforce policies and procedures in compliance with DHHS policies and procedures, including those required under 45 C.F.R. § 1321.9;
- (12) ensure policies and procedures address how the AAA will monitor the programmatic and fiscal performance of all programs, Subcontractors, and activities for quality and effectiveness;
- (13) compose an advisory council as required by 45 C.F.R. § 1321.63, with individuals and representatives from community organizations that operate within the AAA planning and service areas, that will help develop community-based systems of services targeting those in GEN and GSN;
- (14) implement written policies and procedures regarding actual and perceived conflicts of interest in accordance with 45 C.F.R. § 1321.47;
- (15) ensure policies are safeguarded against conflicts of interest of its representatives, employees, Subcontractors, volunteers, governing board members, advisory council members, and grant awardees;
- (16) ensure a conflict-of-interest disclosure statement is submitted by employees, Subcontractors, and volunteers upon hire and annually thereafter;
- (17) ensure all existing, potential, or contemplated conflicts of interest are disclosed;
- (18) ensure policies describe how potential or existing conflicts of interest will be identified, removed, or remedied;
- (19) review annually all disclosure statements and its own operations to reasonably assure DHHS that the AAA avoids prohibited conflicts of interest;
- (20) maintain disclosure statements in its personnel files for employees, Subcontractors, and volunteers;



- (21) employ staff trained on certification and disclosure requirements and laws governing conflicts of interest;
- (22) continually and promptly review updated disclosure statements and submit a copy to DHHS whenever an existing or potential conflict of interest is disclosed;
- (23) establish and annually review emergency management plans that allow the AAA to continue to operate during short-term or long-term emergencies, periods of declared pandemic, or other disruptions of normal business, according to 45 C.F.R. § 1321.97;
- (24) ensure emergency plans include;
  - (A) method for continuity of operations;
  - (B) emergency response approach based on completed risk assessments for all-hazards, environmental or human-made conditions that could cause injury, illness, death, or damage to property, infrastructure, or equipment;
  - (C) coordination activities for development and implementation of long-range emergency and disaster preparedness;
  - (D) evacuation procedures;
  - (E) temporary or alternate living plans;
  - (F) plans for isolation or quarantine;
  - (G) maintenance, inspection, and replenishment of vital supplies including:
    - (i) food;
    - (ii) water;
    - (iii) clothing;
    - (iv) first-aid supplies;
    - (v) client medications;
    - (vi) infection control supplies; and
    - (vii) hazardous materials protections;
  - (H) communications with AAA staff, governmental agencies, and the families of individuals;
  - (I) transportation;

- (J) recovery and maintenance of client records; and
- (K) policies and procedures that ensure maintenance of required staffing ratios, address both leave for, and the recall of, AAA's employees unable to work for extended periods due to illness during periods of declared pandemic; and ensure the timely discharge of the AAA's financial obligations, including payroll;
- (25) provide a minimum of annual training for its staff on the emergency plan;
- (26) upon request, provide DHHS with a copy of the emergency plan;
- (27) evaluate the emergency plan on at least an annual basis; and
- (28) coordinate with federal, local, and State emergency response agencies, service providers, relief organizations, local, and state governments, and any other entities responsible for disaster relief service, as well as with Tribal emergency management, according to 45 C.F.R. § 1321.97.

**5.2 Subcontracts.** The AAA shall:

- (1) adhere to and comply with the final guidelines established by HHS regarding contracts and commercial relationships;
- (2) specify in the Area Plan how Subcontractors will be monitored;
- (3) request documentation and justification for all OAA expenditures for review prior to submitting payment to the Subcontractor;
- (4) develop a risk-based monitoring plan that includes:
  - (A) a standardized risk assessment tool to evaluate the risk level of the Subcontractor, and;
  - (B) evaluation of acceptable levels of risk based on the severity of the potential impact and likelihood of occurrence;
- (5) conduct one, or more, monitoring reviews annually, of each Subcontractor to include the following:
  - (A) evaluation of the quality of services being provided;
  - (B) identification of areas for improvement or training of subcontractors to improve outcomes;
  - (C) compliance with contract requirements;

- (D) accountability for state and federal funding;
  - (E) Data Analysis;
  - (F) Program Analysis; and
  - (G) plans to implement CAPs to address non-compliance issues;
- (6) notify DHHS of any CAP plans, measures implemented to prevent future occurrences, and timeframes for resolution;
  - (7) document and verify senior center operations and processes for reporting cash match and program income;
  - (8) maintain a list of current subcontractors and make this list available to DAAS upon request; and
  - (9) include provisions in its subcontracts requiring the Subcontractor to comply with the following:
    - (A) meeting the service needs of those identified as GEN and GSN, with a focus on low-income minority individuals, according to 45 C.F.R. § 1321.79;
    - (B) provisions of this agreement;
    - (C) procurement laws and regulations that apply to the AAA;
    - (D) provisions identified in Utah Code § 26B-6-105 et seq. and Utah Code § 11-13-101 et seq.;
    - (E) provisions of the OAA;
    - (F) financial regulations and policies that apply to the AAA;
    - (G) provisions identified in "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments", (29 C.F.R. Part 97 Subpart A);
    - (H) record retention requirements of this agreement;
    - (I) state auditor guidelines;
    - (J) audits required by state or federal guidelines; and
    - (K) directives issued by DHHS regarding the use and expenditure of state and federal funds received from DHHS, whether directly or indirectly, for the purpose of providing aging programs and services.

### 5.3 Quality Monitoring Process.

(a) DHHS shall:

- (1) conduct annual program manager site visits to the AAAs and senior centers, focusing on governance and oversight, fiscal management, and compliance with state and federal laws, and the following programs:
  - (A) senior nutrition and preventative health;
  - (B) LTCO;
  - (C) The Alternatives Program;
  - (D) SHIP, MIPPA and SMP;
  - (E) respite care and ADRD; and
  - (F) DAAS legal services developer;
- (2) conduct fiscal monthly desk audits of invoices and an annual fiscal program analysis monitoring on site to verify compliance with HHS grant requirements and DHHS fiscal policies;
- (3) ensure all expenditures adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);
- (4) rank Findings based on significance and priority where the more critical the Finding, the higher the assigned number; and
- (5) conduct follow-up meetings with the AAA to ensure CAP corrections have been implemented in the requested time frame and conduct additional site visits, if needed.

(b) The AAA shall:

- (1) review and cooperate with requirements established by DHHS;
- (2) identify and communicate any factual errors or concerns to DHHS within five working days of receiving an audit completion letter;
- (3) submit a CAP within 30 calendar days addressing the following:
  - (A) deficiencies identified through program and fiscal monitoring;
  - (B) solutions to each Finding and a timeline for correction; and

- (C) identify the root cause of each Finding, to prevent any recurrence;
  - (i) If a CAP or extension request is not submitted within 30 calendar days, DHHS funding will be withheld until submission occurs.
- (4) provide updates and timeline progress reports for the CAP to the DHHS program manager;
- (5) identify and communicate any factual errors or concerns to DHHS regarding Findings within five working days of receiving the audit report.

#### 5.4 Reports and Amendments.

- (a) An FFR issued by DHHS constitutes an amendment to this agreement.
- (b) DHHS may issue FFRs on its own initiative without the consent of the AAA or in response to a request from the AAA.
- (c) FFRs may increase or decrease the funding available to the AAA and may also reference or contain additional federal requirements that apply to specific federal funding.
- (d) Area plans will be considered amended after all proposed changes to the plan have been documented in writing and DHHS has provided written notification to the AAA confirming approval of those changes.
- (e) DHHS may issue a plan of correction amendment to the AAA if the agreement requirements are not met.

### Article 6 PROGRAM REQUIREMENTS

#### 6.1 **ALM.** The AAA shall:

- (1) submit a waiver and receive approval from the AAA supervisor and DHHS program manager if a client's expenses exceed \$750.00 per month;
- (2) ensure funds allocated by DHHS from State general funds for the ALM program are used only for costs incurred in State-supported home care programs, including:
- (3) ensuring up to 25 percent of total program expenditures for the fiscal year will be allowable for administrative costs for each program;
- (4) ensure reallocated dollars are used for service costs which include case management;

- (5) maintain that up to ten percent of the fees and collections received during the fiscal year may be carried over into the next fiscal year and must be expended during the first quarter of the new fiscal year for individuals receiving in-home support services; and
- (6) ensure all fees and collections be considered program revenue and reported as a separate line item on the DHHS quarterly reports.

6.2 **ADRD.** The AAA shall:

- (1) use ADRD funding towards the following:
  - (A) staff time on dementia projects;
  - (B) licensing fees and materials for dementia education programs;
  - (C) advertisements for education classes or events that can be linked to dementia;
  - (D) purchase of items and materials for people living with dementia and their caregivers; and
  - (E) purchases that can be linked directly to dementia;
- (2) contact the DHHS program manager for inquiries related to the utilization of ADRD funds; and
- (3) complete quarterly surveys for support groups, education, and engagement as requested by the DHHS program manager.

6.3 **RST.** The AAA shall:

- (1) provide the following caregiver supports in their service area:
  - (A) information to family caregivers about available services via public education;
  - (B) assistance to family caregivers in gaining access to the services through:
    - (i) individual information and assistance; or
    - (ii) case management or care coordination;
  - (C) individual counseling or care consultation, organization of support groups, and caregiver training to assist family caregivers in areas they provide support, including health, nutrition, complex medical care, and financial literacy, and in making decisions and solving problems relating to their caregiving roles;
  - (D) respite care to enable family caregivers to be temporarily relieved from their caregiving responsibilities; and

- (E) supplemental services, on a limited basis, to complement the care provided by family caregivers;
- (2) coordinate activities with other community agencies and voluntary organizations providing services to caregivers in order to reduce duplication of services and maximize the funding available to include:
  - (A) coordination of Title III, part B services under OAA § 321;
  - (B) coordination of Title III, part D services under OAA § 361; and
  - (C) coordination of Title VI, part C services under OAA § 631 "Caregiver Support Services for Native Americans, Alaskan Natives, and Native Hawaiians" where applicable, in order to address the comprehensive needs of Native American elders and family caregivers by:
    - (i) providing outreach to Tribal elders and family caregivers regarding services for which they may be eligible under OAA Title III and Title VI;
    - (ii) making communication opportunities available to OAA Title VI programs, to include meetings, email distribution lists, and presentations;
    - (iii) collaborating on and sharing of program information and changes, including coordinating with service providers where applicable;
    - (iv) referring individuals between OAA Title VI programs and Title III services;
    - (v) providing services in a culturally appropriate and trauma-informed manner; and
    - (vi) providing opportunities to serve on advisory councils, workgroups, and boards;
- (3) use DHHS approved intake and assessment forms provided by the DHHS Program Manager to determine eligibility for respite and supplemental services;
- (4) submit program data for the SPR;
- (5) submit a waiver and receive approval from the AAA supervisor and the DHHS Program Manager when:
  - (A) an expense spent on a client exceeds their allotted respite or supplemental services amount; and
  - (B) a client receives respite services that is extended beyond their allotted timeframe;

- (6) ensure funds allocated for the caregiver support program are used only for costs incurred within that program; and
- (7) ensure no more than ten percent of the fees and collections received during the fiscal year are carried over into the next fiscal year and must be expended during the first quarter of the new fiscal year for individuals receiving in-home support services.

#### 6.4 Senior Nutrition.

- (a) **Nutrition Services General Requirements.** The AAA shall:
  - (1) ensure eligible individuals under the OAA have the opportunity to voluntarily and anonymously contribute to the cost of a provided meal service, (Utah Administrative Code R510-104);
  - (2) ensure eligibility is not assessed by means testing;
  - (3) ensure funds designated to support HDM and CMM programs are not used for administrative costs;
  - (4) ensure meals are served by organizations that hold a grant or contract with a SUA or AAA;
  - (5) ensure meals are not restricted by delivery type and include:
    - (A) CMM;
    - (B) HDM;
    - (C) Grab-and-Go Meals;
    - (D) restaurant;
    - (E) food truck; or
    - (F) other innovative delivery models;
  - (6) ensure meals provided through a nutrition program meet the following requirements:
    - (A) approved by an RDN; and
    - (B) comply with one-third of population specific DGAs and DRIs;



- (7) ensure compliance is assessed and documented for meals served by a nutrition provider using DHHS approved software for meal tracking and nutrient analysis;
- (8) require nutrition providers to supply nutrition sites and the AAA with approved menus for meals including the following:
  - (A) menus must be evaluated and approved to ensure compliance with DGAs and DRIs by an RDN, or other individual with equivalent education and training in nutrition science;
  - (B) any changes to the menu requirements must be recorded and communicated to the DHHS Program Manager; and
  - (C) Modified Meals may be provided when necessary;
- (9) ensure nutrition providers meet applicable federal, state, and local requirements and regulations, where at least one person per shift must have a food service certification in applied food service sanitation issued by a nationally recognized program and approved by DHHS;
- (10) utilize OAA Title III part C-1 and C-2 funding to provide individuals with the knowledge and skills to make healthy food and beverage choices (45 C.F.R. § 1321.87) through the following services:
  - (A) nutrition education must be based on the needs of participants and offered at least semi-annually;
  - (B) nutrition counseling must be provided, as appropriate, based on the needs of meal participants, the availability of resources, and the expertise of an RDN;
  - (C) counseling must align with the Academy of Nutrition and Dietetics, an organization of food and nutrition professionals; and
  - (D) additional nutrition services may be provided to meet eligible participants' nutritional needs or preferences such as weighted utensils, supplemental foods, ONS or groceries, and shall not duplicate other federally funded services; and
- (11) establish policies and procedures set forth in 45 C.F.R. § 1321.69 that describe how the AAA and its service providers will coordinate OAA Title III and Title VI programs:
  - (A) nutrition services available under OAA Title VI are intended to be comparable to services available under OAA Title III.
- (b) **CMM.** The AAA shall:
  - (1) ensure CMM are provided by qualified nutrition service providers to eligible individuals, while congregating in-person or virtually, with the exception of Grab-and-Go Meals;

- (2) ensure Grab-and-Go Meals are only used to complement the CMM program in the following circumstances:
    - (A) during disaster/emergency situations;
    - (B) occasional need; and
    - (C) regular need based on individual assessment when targeting services to GEN and GSN;
  - (3) ensure no more than 25 percent of Title III C-1 funds available after all transfers are complete as set forth in 45 C.F.R. § 1321.9(c)(2)(iii) are used for shelf-stable meals; pick-up meals; Carry-out Meals; drive-through meals; and other similar meal types;
  - (4) ensure actual meal costs and suggested contribution amounts are posted at congregate meal sites; (Utah Administrative Code R510-104); and
  - (5) establish and implement a process to protect the privacy of a client's cost contribution decision (Utah Administrative Code R510-104).
- (c) **HDM.** The AAA shall:
- (1) ensure home delivered meals are provided to eligible individuals by qualified nutrition service providers;
  - (2) ensure, in addition to the eligibility criteria described in Utah Administrative Code R510-104-4, individuals are determined to be homebound, or unable to leave their home without assistance due to a disabling physical, emotional, or environmental condition (Utah Code R510-104-13);
  - (3) use HDM funding towards meals consumed at a client's residence or otherwise outside of a congregate setting where home delivered meals are provided via home delivery, carry-out, drive through, or similar meal service;
  - (4) give preference when selecting HDM nutrition providers to those demonstrating the ability to deliver meals efficiently and effectively and the ability to solicit voluntary support; and
  - (5) meet the following requirements as outlined in Utah Administrative Code R510-104:
    - (A) ONS may be provided when an individual's ability to tolerate or digest solid food is limited, and based on a recommendation for an RDN, RN, or physician;
    - (B) ONS may not be purchased with NSIP funds;

- (C) ONS shall be used as a first meal only; and
- (D) clients may not receive more than a one-month supply of ONS at a time.

(d) **NSIP Cash-in-Lieu.** The AAA shall:

- (1) use NSIP funds to purchase Domestically Produced Foods that are part of a meal;
- (2) ensure NSIP funds are used on the following:
  - (A) raw food ingredients only;
  - (B) domestically produced milk and bread;
  - (C) local protein foods including beef, chicken, fish, eggs, and cheese; and
  - (D) local produce;
- (3) collaborate with Subcontractors to confirm the origin of products is verifiable on food labels and ensure lot numbers and product origins are documented prior to utilizing NSIP funds;
  - (A) if the source of the food cannot be verified as domestically sourced, NSIP funds cannot be used; and
  - (B) NSIP funds cannot be used to purchase premade food or premade meals.

6.5 **Health Promotion.** The AAA shall utilize Title IIID funds for:

- (1) EBP and community-based interventions proven to improve health and well-being and reduce the risk of injury, disease, or disability among older adults (45 C.F.R. § 1321.89); and
- (2) reasonable, allowable, and allocable expenses necessary for the direct provision of EBP prevention and health promotion services including:
  - (A) information technology systems devices such as laptop or tablet computers and smartphones;
  - (B) program licensing fees;
  - (C) program materials and supplies; and
  - (D) training of staff and volunteers.

6.6 **LTCO.** The AAA Local Ombudsman entities shall:

- (1) adhere to the program policies and procedures as directed by the Office of the State Long-Term Care Ombudsman per 45 C.F.R. §§1324.1-1324.21;

- (2) adhere to OAA 306(a)(9) by ensuring the total funds allocated under this Act are fully utilized, matching the amount spent by the AAA in federal fiscal year 2019; and
- (3) ensure expenditures enhance any federal, State, or local funds utilized by the AAA for the provision of Ombudsman services.

**6.7 PDS.** The AAA shall:

- (1) meet the required minimum percentage of OAA Title IIIB and State service funds to procure legal assistance for older adults according to 45 C.F.R. § 1321.93, for the following categories of service:
  - (A) eight percent for access services including transportation, outreach, information and assistance;
  - (B) eight percent for in-home services including homemaker assistance, personal care, chore maintenance, and visits; and
  - (C) two percent for legal assistance;
- (2) select and procure legal assistance providers that meet the following qualifications:
  - (A) retain staff with expertise in areas of the law affecting older individuals, especially those with economic or social need;
  - (B) expertise in laws that relate to income and public entitlement benefits, health care, long-term care, nutrition, consumer law, housing, utilities, protective services, abuse, neglect, age discrimination, and Defense of Guardianship;
  - (C) provide effective administrative and judicial advocacy in the areas of the law affecting older adults, especially those with GEN or GSN;
  - (D) support other advocacy efforts, including requiring a memorandum of agreement between the LTCO and legal assistance providers as required by OAA § 712(h)(8); and
  - (E) effectively provide legal assistance to older individuals residing in congregate residential long-term settings, or who are isolated or restricted to their homes due to cognitive or physical limitations.

**6.8 Medicare Services.**

(a) **SHIP.** The AAA shall:

- (1) employ a SHIP coordinator responsible for tracking local SHIP efforts, entering data in the HHS data system and submitting progress reports. The SHIP coordinator shall:

- (A) train new staff and volunteers with the help of the state director;
  - (B) participate in monthly SHIP coordinator meetings;
  - (C) attend the annual DHHS SHIP coordinator conference;
  - (D) complete quarterly surveys for group outreach events;
  - (E) participate in quarterly check-ins with the DHHS Program Manager to discuss progress toward goals;
  - (F) submit program data using the HHS data system by the 15<sup>th</sup> of each month;
  - (G) send PM reports by the 15<sup>th</sup> of each month; and
  - (H) work with the DHHS Program Manager to ensure all staff participating in SHIP activities are in the HHS data system and that their user information is updated;
- (2) ensure sufficient staff and volunteers are available to assist Medicare beneficiaries with the following:
- (A) answering general Medicare questions;
  - (B) assisting with Medicare enrollment, including original Medicare parts A and B, Part D drug plans and Advantage plans; and
  - (C) explaining the process for filing a complaint or appeal;
- (3) use the national SHIP name and logo on all SHIP publications and products;
- (4) include the following disclaimer on all SHIP public information materials:
- (A) This [project/publication/program/website, etc.] [is/was] supported by the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HHS, or the U.S. government;
- (5) require all SHIP staff, volunteers, and counselors to complete required initial and updated training for their position;
- (6) establish or nurture ongoing relationships with community partners to enhance the reach of SHIP to more beneficiaries;
- (7) collect data related to the cost changes as a result of enrollment in Medicare Part D and Medicare Advantage plans available through the Medicare Plan Finder, including all supporting documentation;

- (8) progress towards a three percent penetration rate for the following PMs:
- (A) PM1 Client Contacts. Percentage of total one-on-one client contacts (in-person office, in-person home, telephone call durations, and contacts by e-mail, postal mail, or fax) per Medicare beneficiaries in the State;
  - (B) PM2 Outreach Contacts. Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State;
  - (C) PM3 Contacts with Medicare Beneficiaries Under 65. Percentage of contacts with Medicare beneficiaries under the age of 65 in the State;
  - (D) PM4 Hard-to-Reach Contacts. Percentage of low-income, rural, and non-native English contacts per total hard-to-reach Medicare beneficiaries in the State. This PM is based on the number of contacts made with any of the designated hard-to-reach populations divided by the total number of beneficiaries in that population where Hard-to-reach populations include:
    - (i) low-income beneficiaries: all contacts with beneficiaries whose income is below 150% of the federal poverty level;
    - (ii) rural beneficiaries: all contacts with beneficiaries that live in areas with a population fewer than 50,000 as designated by the Office of Management and Budget; and
    - (iii) non-native English-speaking beneficiaries: all contacts with beneficiaries where English is not the beneficiary's first language as indicated on the client contact form. Beneficiaries can self-select, or the counselor can reasonably conclude that the client is not fluent in understanding, speaking, reading, or writing the English language; and
  - (E) PM5 Enrollment Contacts. Percentage of unduplicated enrollment contacts with one or more qualifying enrollment topics discussed per total Medicare beneficiaries in the State; and
- (9) submit additional reports as requested by the DHHS Program Manager.
- (b) **MIPPA.** The AAA shall:
- (1) use MIPPA funds for outreach, education, and one-on-one application assistance;
  - (2) progress towards a three percent penetration rate for the following MIPPA PMs:
    - (A) PM1 Overall MIPPA Contacts. Percentage of total beneficiary contact forms per Medicare beneficiaries under 150% of the federal poverty in the State;

- (B) PM2 Overall Persons Reached through Outreach. Total number of people reached as reported on group outreach and education forms;
  - (C) PM3 MIPPA Target Populations. Total number of beneficiary contact forms by target beneficiary groups (Under 65, Rural, Native American, English as a Secondary Language); and
  - (D) PM4 Contacts with Applications Submitted. The percentage of MIPPA contacts that resulted in a submitted application, calculated by the total number of contacts with submitted applications, divided by the total number of MIPPA contacts reported in PM1;
- (3) ensure SHIP counselors screen all beneficiaries for eligibility for low-income subsidy and Medicare savings programs;
  - (4) submit program data using HHS data system by the 15<sup>th</sup> of each month;
  - (5) submit all semi-annual and grant end reports as requested by the DHHS Program Manager; and
  - (6) submit costs incurred by September 29<sup>th</sup> to be reimbursed with MIPPA funds to [daasbilling@utah.gov](mailto:daasbilling@utah.gov) by October 20<sup>th</sup>. Any costs incurred after September 29<sup>th</sup> will not be eligible for reimbursement.
- (c) **SMP.** The AAA shall:
    - (1) provide group education and one-on-one assistance to Medicare beneficiaries. One-on-one assistance can be in-person, over the phone, on the internet, via postal mail, or through email;
    - (2) provide in-person group education sessions to teach beneficiaries to prevent, detect, and report Medicare fraud, errors and abuse;
    - (3) develop and maintain a partnership network to deliver SMP services;
    - (4) use media and other outreach plans to reach underserved or hard to reach populations;
    - (5) recruit, train, and retain a sufficient and effective workforce to provide high quality education and inquiry resolution;
    - (6) ensure all SMP staff and volunteers receive training on the following topics:
      - (A) the mission and function of the SMP Program;
      - (B) Medicare basics;

- (C) healthcare fraud, errors and abuse; and
- (D) effective skills in conducting educational presentations and outreach;
- (7) implement the SMPs VRPM policies developed by HHS;
- (8) document and progress towards improving the following PMs:
  - (A) PM1. Total number of active SMP team members;
  - (B) PM2. Total number of SMP team member hours;
  - (C) PM3. Number of group outreach and education events;
  - (D) PM4. Estimated number of people reached through outreach and education events;
  - (E) PM5. Number of individual interactions with or on behalf of, a beneficiary;
  - (F) PM6. Cost avoidance on behalf of Medicare, Medicaid, beneficiaries, or others;
  - (G) PM7. Expected Medicare recoveries;
  - (H) PM8. Additional expected Medicare recoveries;
  - (I) PM9. Expected Medicaid recoveries;
  - (J) PM10. Additional expected Medicaid recoveries;
  - (K) PM11. Actual savings to beneficiaries; and
  - (L) PM12. Additional savings;
- (9) submit program data using HHS data system by the 15<sup>th</sup> of each month; and
- (10) submit all semi-annual and grant end reports at the request of the DHHS Program Manager.

## Article 7

### RECORD KEEPING RESPONSIBILITIES

#### 7.1 **Record Keeping.** The AAA shall:

- (1) maintain records that include:
  - (A) client names;
  - (B) services provided;



- (C) service provider names;
  - (D) the amount charged for each service;
  - (E) client individualized treatment objectives;
  - (F) the integrated program of therapies, activities, and experiences used to assess the client's needs;
  - (G) measures taken to evaluate how the treatment objectives are met;
  - (H) assessments;
  - (I) applications;
  - (J) determination of client eligibility;
  - (K) the provision of services;
  - (L) treatment;
  - (M) statistics;
  - (N) fiscal operations; and
  - (O) any other records necessary for complying with the reporting and accountability requirements of this agreement and federal awards;
- (2) implement one of the following options if the AAA discontinues its programs or ceases to provide services:
- (A) transfer the client records to a successor agency or entity that has entered into an agreement with DHHS to provide the services formerly provided by the AAA;
  - (B) deliver the client records to an office within the AAA's organization and provide DHHS with continuing immediate access to the records;
  - (C) deliver the client records to DHHS, with the prior written consent of DHHS, which may be withheld for any reason; and
  - (D) notify DHHS in writing at least 90 days before it ceases to provide services;
- (3) maintain all documentation supporting administrative services costs invoiced to DHHS and submit billing documentation when requested; and
- (4) notify the client or the client's legal guardian of data loss within 24 hours of its discovery.

Article 8  
REPORTING REQUIREMENTS

8.1 **Reports and Amendments.** The AAA shall:

- (1) provide outcome system data information and information system data on a quarterly basis to the DHHS Program Manager;
- (2) cooperate with DHHS requests for special studies or research;
- (3) differentiate administrative costs from program costs;
- (4) ensure personnel with administrative and program duties, or personnel who have duties related to multiple programs, allocate their time to each program as appropriate and maintain time sheets or other comparable supporting documentation detailing the time spent in each program;
- (5) ensure costs are allocated to the applicable program when supporting more than one program;
- (6) submit an extension request to [dhhsfinancialreports@utah.gov](mailto:dhhsfinancialreports@utah.gov) when needed; and
- (7) ensure requests for extensions include:
  - (A) the requested length of extension;
  - (B) justification for the requested extension; and
  - (C) name, phone number, and email address of the person requesting the extension.

8.2 DHHS shall:

- (1) issue FFRs on its own initiative without the consent of the AAA, or in response to a request from the AAA;
- (2) issue FFRs which constitutes an amendment to this agreement;
- (3) issue FFRs to increase or decrease the funding available to the AAA and provide reference or additional federal requirements that apply to specific federal funding provided;
- (4) reallocate funds if the AAA does not expend their contracted budgets by the end of the fiscal year;

- (5) distribute reallocated funds to the agencies that meet the expenditure levels utilizing the funding formula; and
- (6) ensure reallocated funds are expended in the category they were originally designated.

## Article 9 OUTCOMES

- 9.1 **Outcomes.** The desired outcomes are the continuation of services and support needed for the State's older adults to lead independent, meaningful, healthy, and dignified lives in their own homes and communities (C.F.R. § 1321.55). AAAs will be provided with the resources required to facilitate outreach, information and assistance for services and benefits, care management, transportation, meals, nutrition counseling and education, home and community-based services, disease prevention, health promotion, and protection of elder rights for older adults and their families.
- 9.2 **Outcome Measurements.** DHHS may monitor the AAA's performance through annual, scheduled, and unannounced monitoring visits and customer satisfaction surveys to ensure services are appropriate for the clients served. Each program is monitored by a DHHS Program Manager and performance objectives and required reporting are used to determine the effectiveness and success of its services and programs. The AAA shall develop, implement, and maintain policies, procedures, and an internal quality management system that evaluates the AAA's programs and establishes a system of self-correcting feedback that may be externally validated by DHHS.

## Article 10 PAYMENT TERMS AND BILLING INFORMATION

- 10.1 **Funding.**
- (a) DHHS shall notify the AAA of its annual funding allocation, changes to funding, and sources of funding in the FFR. Funding is determined each fiscal year of the agreement period and may vary from year to year based on a number of factors, including;
    - (1) the specific services purchased from the AAA;
    - (2) the frequency with which the AAA provides the services; and
    - (3) the eligibility of the clients served by the AAA.
  - (b) The AAA's receipt of its annual funding allocation is conditioned upon the AAA having an Area Plan in accordance with Utah Code §26B-6-104, for the corresponding fiscal year on file with DHHS. If the AAA does not have an Area Plan on file with DHHS at the commencement of any fiscal year covered by this agreement period, its funding allocation will be withheld and DHHS may withhold and deny reimbursement for services provided by the AAA during that fiscal year until such time as the AAA has an Area Plan on file with DHHS.

- (c) Area Plans will be considered amended only after all proposed changes to the plan have been documented in writing, and DHHS has provided written notification to the AAA confirming approval of those changes.
- (d) Any amount of additional funding allocated to the AAA and any federal requirements or restriction will be addressed in the FFR and will require an amendment to the Area Plan or this agreement. Funds must be used only for the purposes stated in this agreement and the AAA's Area Plan for the corresponding period.
- (e) If the AAA fails to expend the full amount of its annual funding allocation by June 30<sup>th</sup> of the fiscal year for which the allocation was made, the unexpended portion of the allocation will lapse, and the AAA will have no further claim to it.
- (f) The AAA shall not obtain duplicate recovery from both DHHS and any other source for services provided pursuant to this agreement. If the AAA obtains funds from both DHHS and another source for services provided under this agreement, the AAA shall reimburse DHHS for the full amount of the recovery and if the amount of the recovery is greater than the amount the AAA received from DHHS, the AAA shall reimburse DHHS for the amount received from DHHS.
- (g) The AAA shall provide the match amounts required in the FFR for each fiscal year covered by this agreement. The federal match must comply with the provisions of 45 C.F.R. § 75.306, be provided during the same funding period as the subaward and come from non-federal sources. The federal subaward information will be provided to the AAA annually in the Federal Funding Accountability and Transparency Act Letter.
- (h) DHHS may withhold any or all subsequent payments under this or other agreements with the AAA until DHHS fully recoups any amounts paid to the AAA that were not eligible for reimbursement and withhold funds from the AAA for the following:
  - (1) grant agreement non-compliance;
  - (2) failure to comply with DHHS directives regarding the use of public funds, misuse of public funds, or
  - (3) failure to comply with state and federal law or policy in the AAA's subcontracts with private providers.
- (i) If a Finding or judicial determination is made that the AAA or its Subcontractor misused public funds, DHHS may also withhold funds otherwise allocated to the AAA to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the AAA's or the Subcontractor's expenditure of public funds with the following conditions:
  - (1) DHHS shall give the AAA prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the AAA must take to bring about the release of any amounts withheld; and

(2) if an independent CPA audit or a fiscal review by DHHS determines that DHHS has over-paid the AAA for services under this agreement because the AAA's expenditures were not authorized or allowed pursuant to this agreement, or because the AAA's expenditures are inadequately documented, the AAA shall immediately refund such payments to DHHS upon written request.

(j) The AAA guarantees that the amounts it charges for services will not be higher than the amounts the AAA charges for comparable services and shall not charge individuals for any services except as expressly authorized in the division directives.

## 10.2 **Payments.**

- (a) Payments made to the AAA will be the AAA's total compensation for services provided.
- (b) Payments to the AAA during any given fiscal year shall not exceed the maximum amount of funding allocated to the AAA for that fiscal year except for funds which may be carried over from one fiscal year to the next pursuant to Utah Administrative Code, R510-101.
- (c) DHHS shall pay the AAA no more than the total line-item allocation stated for each service category identified in the FFR for the applicable fiscal year.
- (d) DHHS shall pay the AAA only for services that:
  - (1) comply with the AAA's Area Plan;
  - (2) are allowable under federal cost principles;
  - (3) are properly allocated;
  - (4) are supported by adequate documentation of actual costs incurred; and
  - (5) comply with HHS rules, located on [federalregister.gov](http://federalregister.gov).

## 10.3 **Fiscal Performance.** The AAA shall:

- (1) utilize the monthly progress report issued by DHHS to assess the alignment of budgeted expenses with current period and year-to-date progress;
- (2) provide a report outlining future expenditure projections and strategies to address any delay to the established schedule to the DHHS Program Manager;
- (3) submit itemized monthly invoices using the DHHS invoice form, for authorized services to [Daasbilling@utah.gov](mailto:Daasbilling@utah.gov) with the following information:
  - (A) payment address, phone number, and signature;

- (B) grant agreement number;
  - (C) uniquely identifiable invoice number;
  - (D) invoice date;
  - (E) invoice amount; and
  - (F) supporting documentation for all expenditures;
- (4) submit monthly financial expenditure reports with each invoice providing a comprehensive breakdown of the AAAs' purchases and the methodology for their calculations;
  - (5) submit quarterly reports to Daasbilling@utah.gov with the monthly invoices, within 20 days following the conclusion of the respective billing period; and
  - (6) ensure it is enrolled in the EFT system by submitting a completed form FI 171 and W-9 form to fvendore@utah.gov. Failure to enroll in the EFT system will result in a delay of all payments.

10.4 DHHS shall:

- (1) review financial expenditure reports for their reasonableness and reconcile them with the DHHS general ledger for service codes;
- (2) not process invoices that lack accompanying quarterly reports;
- (3) reject and return invoices to the AAA for further completion if they are not submitted on the designated invoice form, lack the necessary information or supporting documentation, or are submitted after the specified deadlines; and
- (4) process payments to the AAA via the state's Division of Finance EFT system.



Lease Agreement

APPLICATION NO.  
348-0003390-000

AGREEMENT NO.  
348-0003390-000

Item 5.

913 North Broadway Oklahoma City, Ok 73102 Phone 405.232.1264 Fax 405.236.3334

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to ImageNet Consulting, LLC.

CUSTOMER INFORMATION

FULL LEGAL NAME SAN JUAN COUNTY			STREET ADDRESS 117 S MAIN ST STE 221	
CITY MONTICELLO	STATE UT	ZIP 84535	PHONE 435.587.3225	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) SAN JUAN COUNTY			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL clerk@sanjuancolorado.us	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT DESCRIPTION

See Attached Lease Schedule A

TERM AND PAYMENT INFORMATION

60	Payments* of \$	\$37.62	If you are exempt from sales tax, attach your certificate.	*plus applicable taxes
The payment ("Payment") period is monthly unless otherwise indicated.				

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

<input checked="" type="checkbox"/> Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.	_____ Customer's Initials
<input type="checkbox"/> Purchase all of the Equipment for \$1.00.	_____ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

ImageNet Consulting, LLC			
LESSOR	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGES 2 AND 3 ATTACHED HERETO.

SAN JUAN COUNTY	<input checked="" type="checkbox"/>	CAO	
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
FEDERAL TAX I.D. # 87-6000305	PRINT NAME	Mack McDonald	

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

SAN JUAN COUNTY	<input checked="" type="checkbox"/>	CAO	
CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE

TERMS AND CONDITIONS (Continued on Page 2)

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, we may, at our sole discretion, charge you one of the following amounts (and you agree to pay such amount): a) a late charge equal to the higher of 10% of the Payment which is late or \$26.00; or b) interest on the past due amount at the rate of one- and one-half percent (1.5%) per month; or c) if less, the maximum late charge/interest rate, as the case may be, allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable sale and use taxes, personal property taxes, and all other taxes and charges including assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request, which may include a fee for the administrative fee for the collecting and administering any taxes, assessments or fees and remittance of the same to the appropriate authorities. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the commencement of this Agreement arising out of your acts or omissions. You agree to pay us a yearly processing fee of up to \$125 per asset for personal property taxes we pay related to the Equipment. You agree to pay us an origination fee of \$175 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

- 3. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturer's standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other equipment lease or equipment loan agreement with us. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.
- 4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 6% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 6%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.
- 5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 6%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 7. INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.
- 8. END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is purchased or returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.
- 9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.
- 10. MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when (i) manually or electronically countersigned by us or attached to our original signature counterpart and (ii) in our possession or control shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. To the extent this Agreement constitutes chattel paper, a security interest may only be created in the sole original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.
- 11. WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.
- 12. LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**





Lease Schedule "A"

APPLICATION NO.  
348-0003390-000

Item 5.  
AGREEMENT  
348-0003390-000

This Lease Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **ImageNet Consulting, LLC.**

CUSTOMER ACCEPTANCE

This Schedule "A" and the below information is hereby verified as correct by the undersigned Customer. In the event of any conflict between this Schedule "A" and the Agreement, the terms of this Schedule "A" shall prevail.

SAN JUAN COUNTY

X

CAO

CUSTOMER (as referenced above)SIGNATURETITLEDATED

TERM AND PAYMENT INFORMATION

60Payments\* of \$ \$37.62

If you are exempt from sales tax, attach your certificate.

\*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

EQUIPMENT DESCRIPTION Lease Agreement # 348-0003390-000

Equipment Location SAN JUAN COUNTY - 117 S MAIN ST MONTICELLO, UT 84535

Make	Model	Serial	Location	Contact	Phone	Email
HP	HP CLR LJ MANAGED MFP E47528F		Treasurer's office	Mack McDonald	435.587.3225	mmcdonald@sanjuancountyut.gov

Customer Information							
Client Legal Name	SAN JUAN COUNTY						
Billing Address	117 S MAIN ST STE 221						
City	MONTICELLO	State	UT	Zip	84535	Main Phone #	4355873225
Sales Contact	INVOICES	E-Mail	clerk@sanjuancolorado.us		Phone	4355873225	Ext
Payables Contact	INVOICES	E-Mail	clerk@sanjuancolorado.us		Phone	4355873225	Ext
Equipment Schedule							

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

Customer Authorized Signature: X	ImageNet Consulting, LLC Authorized Signature: X
Accepted by: <u>GAO</u> Title: _____ Date: _____	Accepted by: _____ Title: _____ Date: _____

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

#### 1. General:

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

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

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

MSRP.

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

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

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

**4. Meter Reading:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT.

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



Serv

Item 5.

Pricing and Schedule of Equipment

Base charge		\$19.95	MONTHLY	for	60 months					
Start Date		07/05/2025		End Date		07/05/2030				
BW Pages included		0		overages billed @		\$	0.021200	MONTHLY		
CLR Pages included		0		overages billed @		\$	0.102300	MONTHLY		
Service Plan	PARTS, LABOR & TONER		OEM Supplies		Supplies Provided by ImageNet – Auto Supplies				Has Block Time	No
Address of Equipment			117 S MAIN ST MONTICELLO, UT 84535							
Make	Model	Serial		Location	Meter Contact	Phone	DCA	Email		
HP	HP CLR LJ MANAGED MFP E4;			Treasurer's office	Mack Mcdonald	4355873225	Y	mmcdonald@sanjuancountyut.gr		



# Latigo Wind Park

## Operations and Safety Overview



June 17, 2025





# AES' US Businesses portfolio

12.8 GW operating



5.4 GW  
solar



2.4 GW  
wind

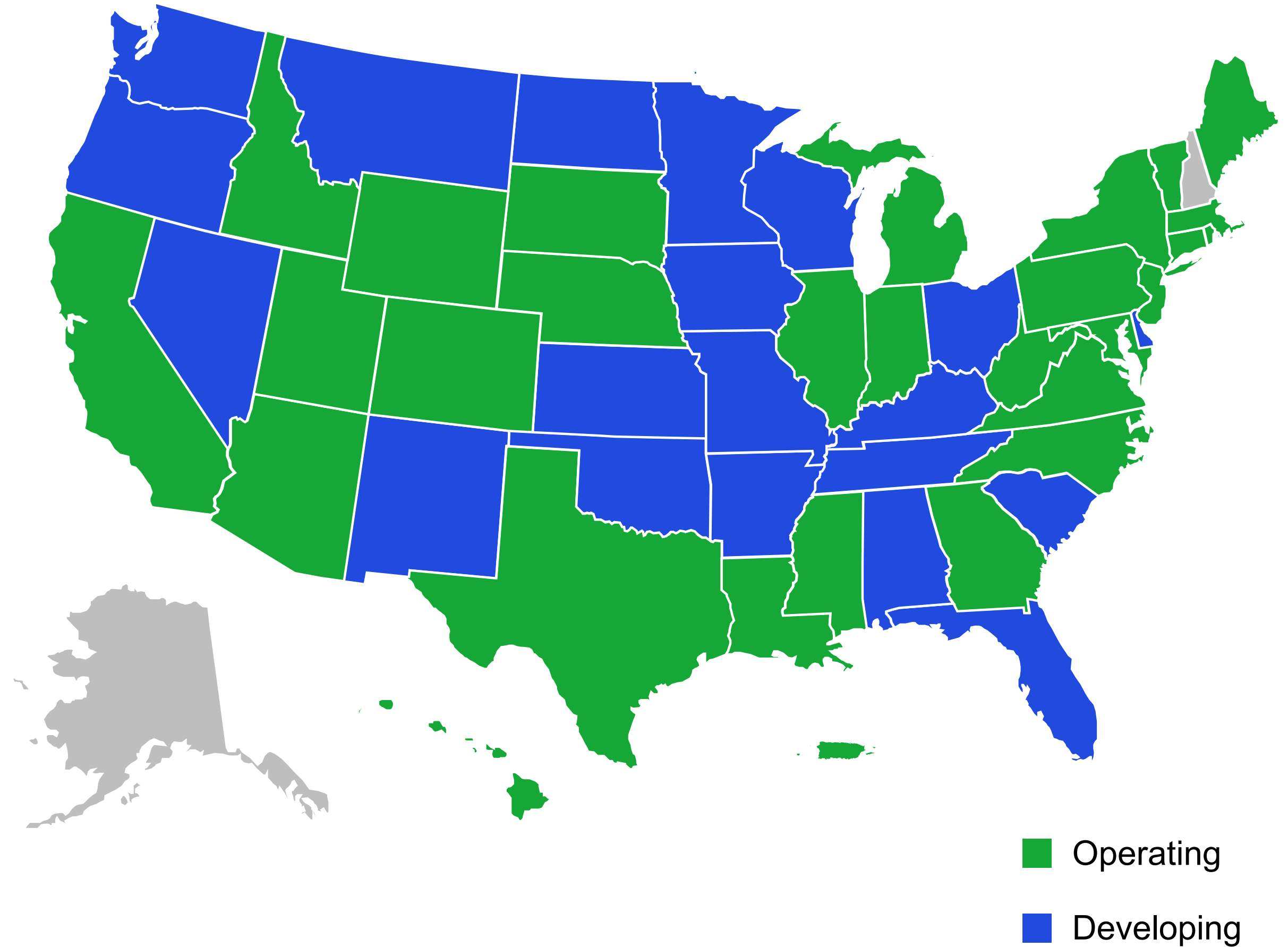


1.7 GW  
battery energy  
storage



3.3 GW  
energy  
infrastructure

# 53 GW in development





# Project Overview

- 60 MW wind generation
- Located near Monticello, on 3,000 acres of privately owned land in San Juan County
- Each GE 2.3 MW, 80 meter turbine can power about 500 homes
- Located in a highly productive area for wind generation (wind speeds of 7-20 ms)
- Power generated from Latigo is delivered to PacifiCorp's grid via a 20-year power purchase agreement



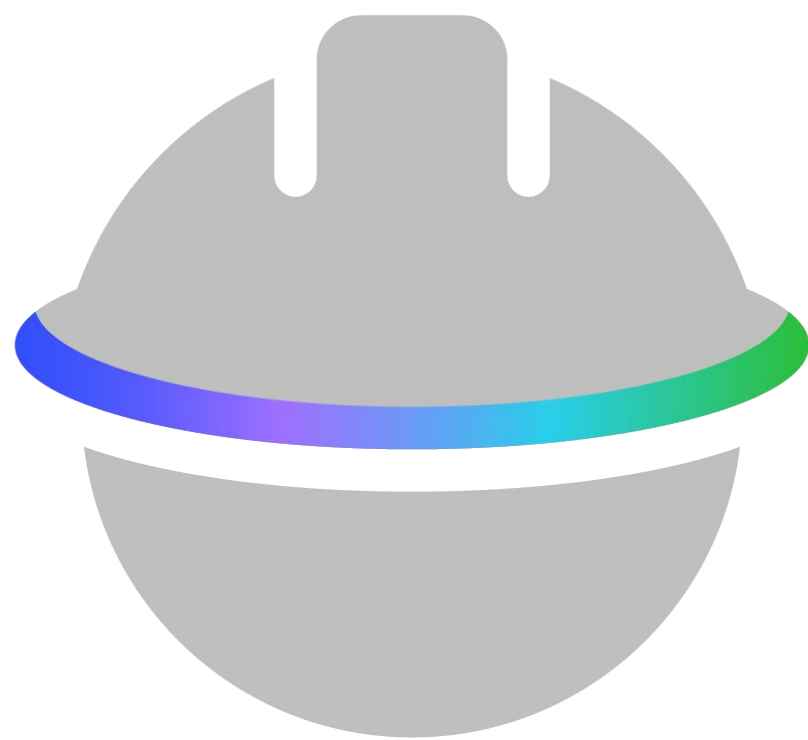


## Project Benefits

- Over 60 jobs created during construction
- 5 full time maintenance and operations jobs
- Generates more than \$1.3 million in annual tax revenue and lease payments in San Juan County
- 60% of that tax revenue supports San Juan County schools
- Only 4% of that acreage is used for project infrastructure while grazing and traditional land uses continue

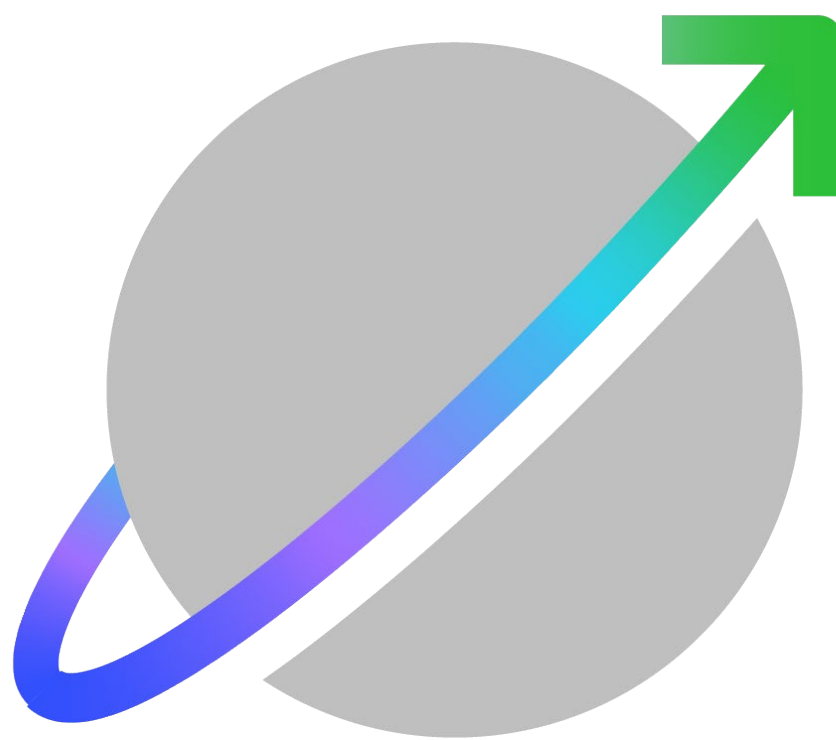


# Our values



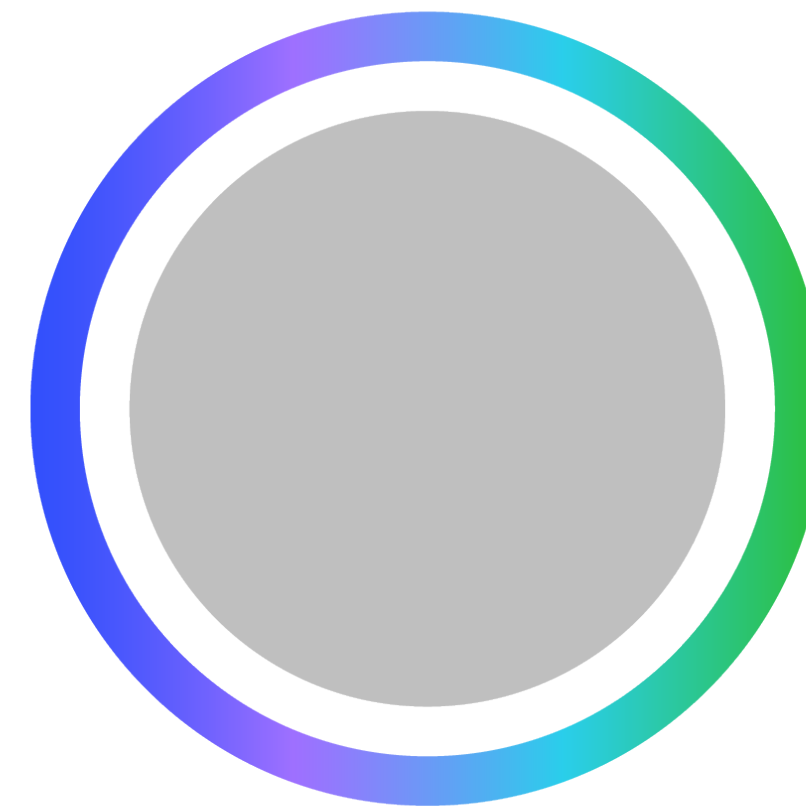
## Safety first

Safety is at the core of everything we do. We always identify potential risks to our people, contractors, customers, partners and communities, and measure success by how safely we conduct our work together while contributing to a greener energy future.



## Highest standards

We act with utmost integrity towards our people, contractors, customers, partners and communities, and hold the solutions we deliver together to global standards of excellence.



## All together

We work as one team across our business and with our people, contractors, customers, partners and communities. We meet changing customer needs with agility and have fun solving meaningful challenges as a team.



# Site contacts

	Name	Title	Phone Number
AES Manager	Tyler Erickson	Team Lead	760-464-5041
GE Lead	Jamison Hostetter	GE Site Lead	507-318-1805
GE Technician	River Martucci	GE Technician	435-485-8290
GE Site Supervisor	Sam Becker	GE Site Supervisor	507-525-8044
AES Safety Coordinator	Jacob Cole Rich	AES Senior Specialist EHS	760-880-7095
Emergency	Dial 9-1-1		
Local fire	Monticello Fire Department		435-587-3225
Local police	Monticello Police Department		435-587-2237
AES ROCC	AES Palm Springs 24/7 ROCC		760-660-6435
GE ROCC	GE 24/7 ROCC		866-920-6834

# Safety orientation overview



## O&M building safety

- Exits
- Fire Extinguishers
- Emergency Evacuations
- First-aid Kits
- AED
- Eyewash Stations
- Spill Kits
- Safety Data Sheets (SDS)
- Illumination

## Field safety

- Radio/Cell communications
- Illumination
- Projects Area Map
- Personal Protective Equipment (PPE)
- Field Safety
- Weather Advisory
- Confined space program
- Electrical Safety
- Lock-Out/Tag-Out (LOTO) program
- Spill prevention/clean-up
- Emergency Action Plan (EAP)

# Site Rules

- Do not leave ladders hanging.
- Backing is prohibited without a spotter.
- No drug use, or possession on company property or job assignments.
- No fighting, horseplay or harassment of any kind.
- Always wear PPE appropriate for the task at hand.
- If an unsafe act is observed, STOP WORK.
- No smoking, unless in designated areas.
- Report any spills immediately.
- Follow all company procedures and policies.

## -Approach and Dropped Objects

- Check in on the radio with the crew at the tower and wait for them to give you the all-clear before approaching.
- Park vehicles out of the drop zone.
- Report all dropped objects to the site ASAP.
- No work is to be performed up the tower when someone is down the tower.
- Take necessary precautions to prevent objects from falling down the tower (tool lanyards, close hatches, etc.)
- Never walk under a suspended load.
- Communicate to down-tower personnel when the load is going to be suspended.
- Always watch the bag when hoisting up or down.
- Guide bags through hatches.
- Perform hoist inspections before each use.

## -Working at Heights

- Workers must follow the AES-CE Fall Protection and Working at Heights or an equivalent program.
- Be familiar with wind speed and weather limitations
- Always work in teams of two or more
- Proper PPE, 3 points of contact, rescue, CPR, first aid certified

### Housekeeping

- Keep work areas up and down the tower free from unnecessary trash, unused tools, and other clutter.
- Dispose of all waste products created correctly.
- Keep walkways free of grease, oil, water, or anything that could potentially cause a slip, trip, or fall.
- If you make a mess, clean it up.

**The low-speed pin must be used on all Winergy gearboxes!!** Refer to site for additional details.



# Emergency management

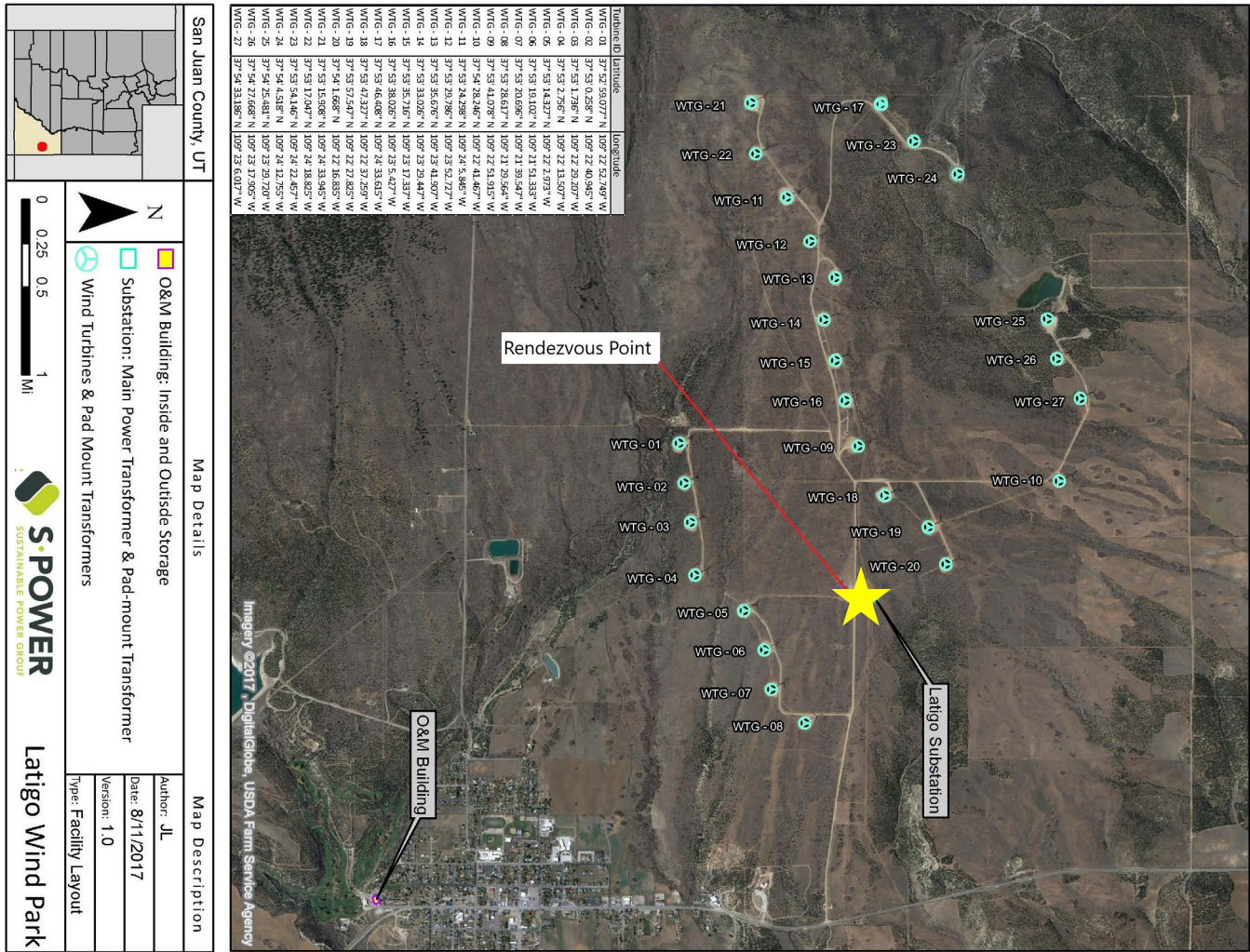
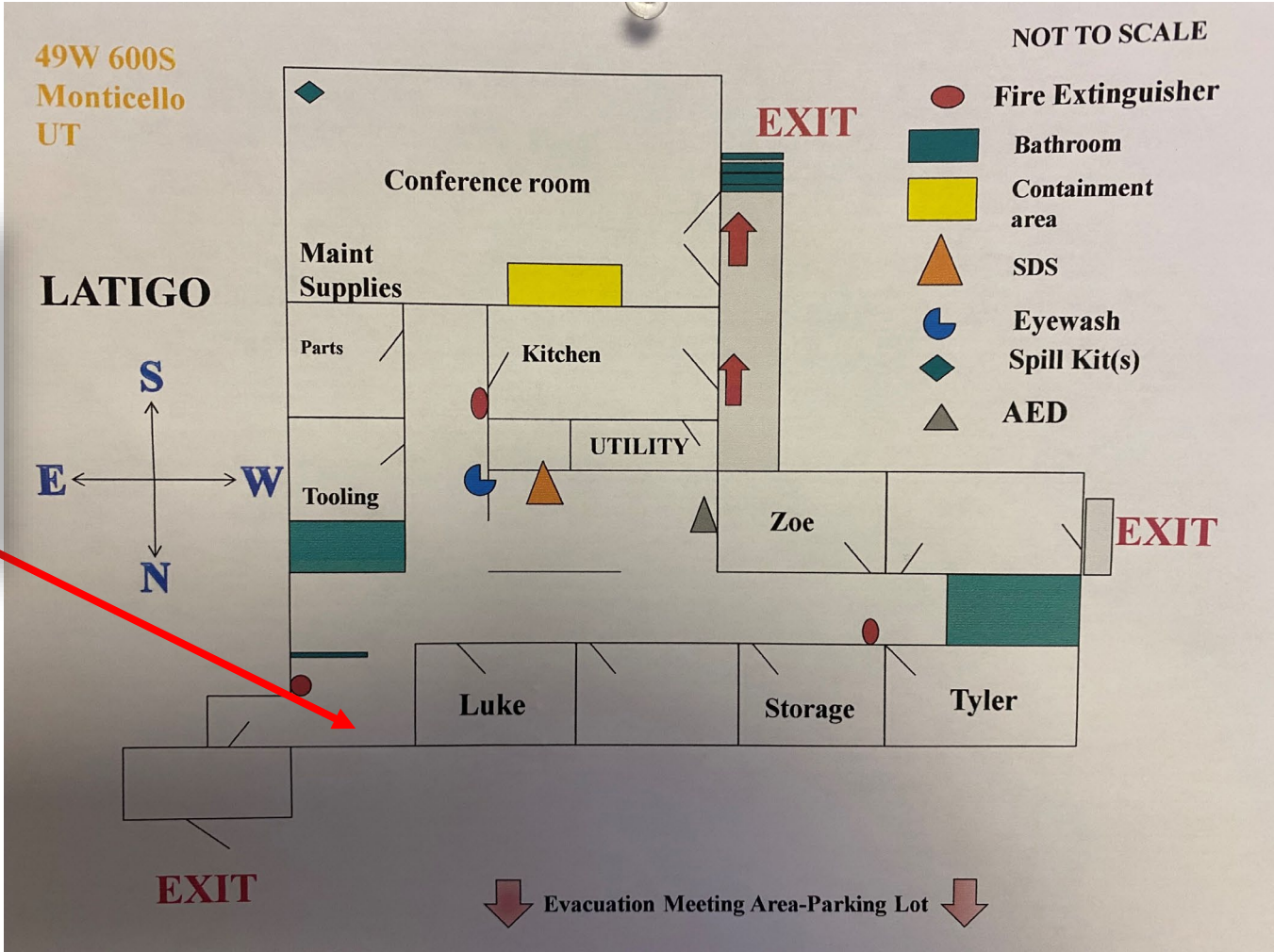
## Arrival and departure

All visitors and contractors **must sign in and out** every day that they are on site. In most cases, the sign-in book will be in the facility office. This ensures that we know who is on-site in case of an emergency.

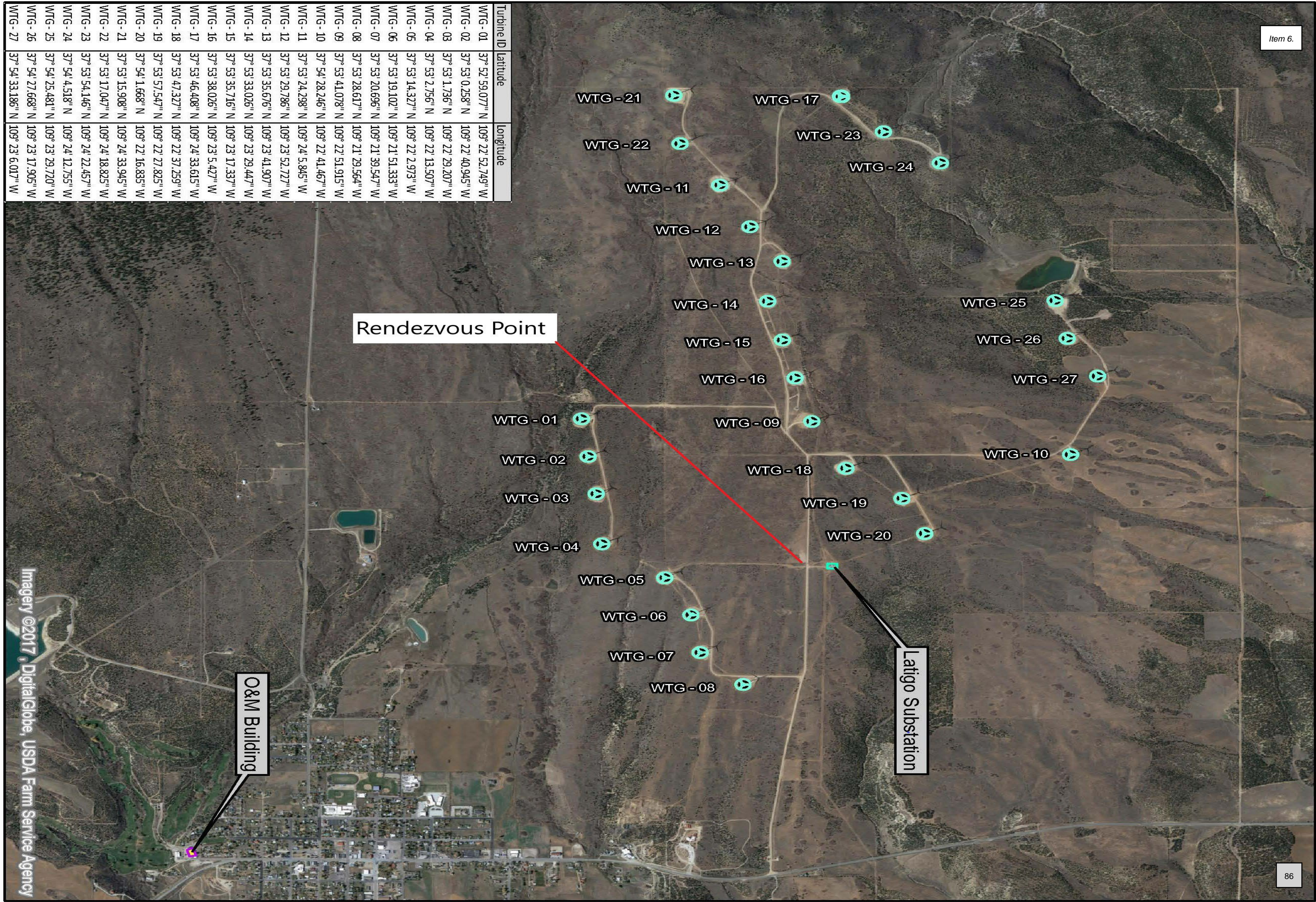
## Muster points

**Primary:** The office building's muster point will be the park just north of the building.

**Secondary:** The field team will meet at the cattle staging area south of the substation.









# 911 directions

Please share the following information with the 911

**911 address with GPS coordinates**

Latigo Wind Farm Substation Address:  
10 Vals Rd  
Monticello, UT 84535

- Hospital Directions:
- San Juan Medical
  - Turn (west) toward the mountains at the light in the center of town
  - Call when on route
  - 20 min response time for the on-call doctor
  - Partial Emergency Services
  - Medivac available if necessary



Turbine ID	Latitude	Longitude
WTG - 01	37° 52' 59.077" N	109° 22' 52.749" W
WTG - 02	37° 53' 0.258" N	109° 22' 40.945" W
WTG - 03	37° 53' 1.736" N	109° 22' 29.207" W
WTG - 04	37° 53' 2.756" N	109° 22' 13.507" W
WTG - 05	37° 53' 14.327" N	109° 22' 2.973" W
WTG - 06	37° 53' 19.102" N	109° 21' 51.333" W
WTG - 07	37° 53' 20.696" N	109° 21' 39.547" W
WTG - 08	37° 53' 28.617" N	109° 21' 29.564" W
WTG - 09	37° 53' 41.078" N	109° 22' 51.915" W
WTG - 10	37° 54' 28.246" N	109° 22' 41.467" W
WTG - 11	37° 53' 24.298" N	109° 24' 5.845" W
WTG - 12	37° 53' 29.786" N	109° 23' 52.727" W
WTG - 13	37° 53' 35.676" N	109° 23' 41.907" W
WTG - 14	37° 53' 33.026" N	109° 23' 29.447" W
WTG - 15	37° 53' 35.716" N	109° 23' 17.337" W
WTG - 16	37° 53' 38.026" N	109° 23' 5.427" W
WTG - 17	37° 53' 46.408" N	109° 24' 33.615" W
WTG - 18	37° 53' 47.327" N	109° 22' 37.259" W
WTG - 19	37° 53' 57.547" N	109° 22' 27.825" W
WTG - 20	37° 54' 1.668" N	109° 22' 16.835" W
WTG - 21	37° 53' 15.908" N	109° 24' 33.945" W
WTG - 22	37° 53' 17.047" N	109° 24' 18.825" W
WTG - 23	37° 53' 54.146" N	109° 24' 22.457" W
WTG - 24	37° 54' 4.518" N	109° 24' 12.755" W
WTG - 25	37° 54' 25.481" N	109° 23' 29.720" W
WTG - 26	37° 54' 27.668" N	109° 23' 17.905" W
WTG - 27	37° 54' 33.186" N	109° 23' 6.017" W



# Personal Protective Equipment (PPE)

The following PPE must be worn at all times when in the field, and in additional designated areas as directed:

- Safety toe boots/shoes (minimum 6" ankle support when climbing)
- Hard hat
- Safety glasses (Also worn in designated spots in shop/warehouse.)
- Hi-Vis vest/coat/shirt (Worn anytime working around machinery and on roadways. Always to be worn during any construction activities.)
- Hearing protection in high noise areas
- Arc Flash Protection (Worn when working on or around electricity.)



# Driving

- Access roads have a speed limit of 25 MPH.
- Talking or texting on cellular handheld devices is strictly prohibited.
- Employ defensive driving tactics.
- Use a spotter while backing up when one is available. Beep twice before backing up when vehicle is not equipped with alarms.
- Be mindful and stay on your side when coming around curves with blind spots.



Safe  
behavior

+



Shared  
responsibility

=

Incident  
prevention

# Weather advisories

Weather is monitored through INDJI Watch Services. Staff receives weather warnings via text message. A plan will be communicated to get alerts to you.

- No up-tower work if winds  $>20$  m/s.
- Hub entry is forbidden  $>15$  m/s.
- No up-tower work if lightning has been observed within 30 miles of the park.
- No new jobs if lightning is within 50 miles of park.
- When under icing conditions, additional instructions will be provided.





# Wildlife and nature

Part of Safety first is being aware of our surroundings. Please be aware of these potentially harmful plants, animals and insects that you may encounter on or around the site:



## Bees

During the Spring/Summer/Fall months, be mindful of wasps around the pad mounts and under the tower stairs. Bee and wasp spray can be handed out at the site.

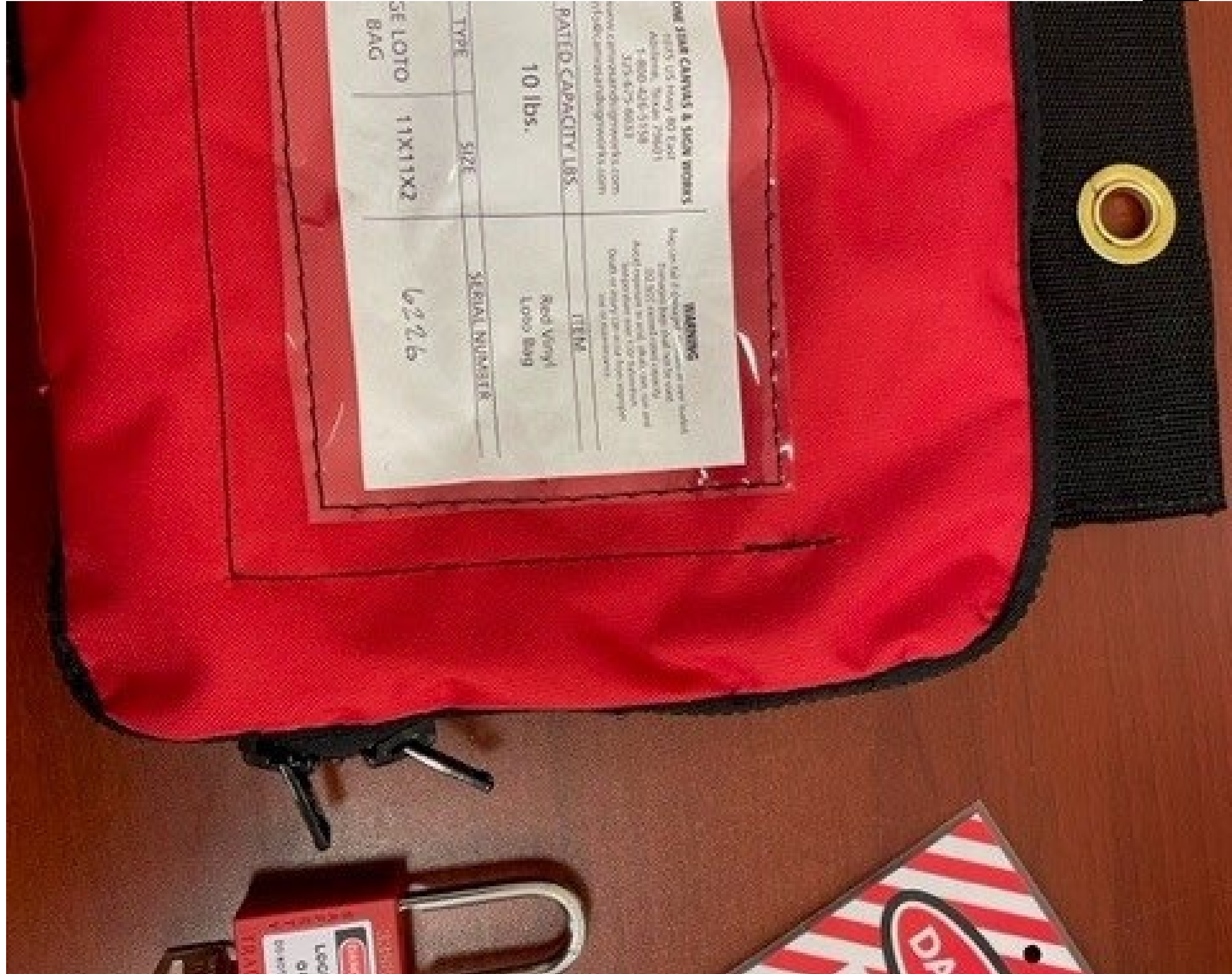


## Livestock & Deer

There are multiple deer and livestock in the area. Please maintain vigilance while driving. Do not approach animals for any reason.

# Lock-Out/Tag-Out (LOTO) Program

- AES uses a documented LOTO system SiteDocs
- Tags/Locks cannot be removed until all persons signed-on to the LOTO have completed their work and have signed-off
- Contractors LOTO program must meet or exceed AES expectations, if not AES employees will perform LOTO and Contractors will sign on
- Contractor locks are located in the EHS office and can be signed-out





# Stop Work Authority

Stop Work Authority is a critical tool enabling all AES people and contractors to use this preventative tool to reach an incident-free work environment.

- All personnel have the RIGHT and the OBLIGATION to exercise Stop Work Authority.
- Stop Work Authority is the last line of defense.
- If you see something unsafe or even think something might be unsafe, communicate it immediately and use your Stop Work Authority.
- Personnel are required to stop when asked to stop.
- Celebrate when people use Stop Work Authority because they are putting safety first.





# Incident reporting

Visitors and contractors are required to report any incidents immediately to the Team Leads or AES Safety Coordinator.

**All incidents**, No matter how minor, must be reported.

Incidents include:

- A work-related near miss
- Any damage to a company vehicle or property
- An event involving the public that is the direct result of AES wind process failure or vehicle.





# Leading with safety

You are a safety leader when the safety of our people and contractors comes before your other responsibilities.

“You are a leader  
when you look out for  
the **safety of others.**”

**Bernerd Da Santos**  
Executive Vice President and  
President of US & Renewables







# Latigo Wind Park

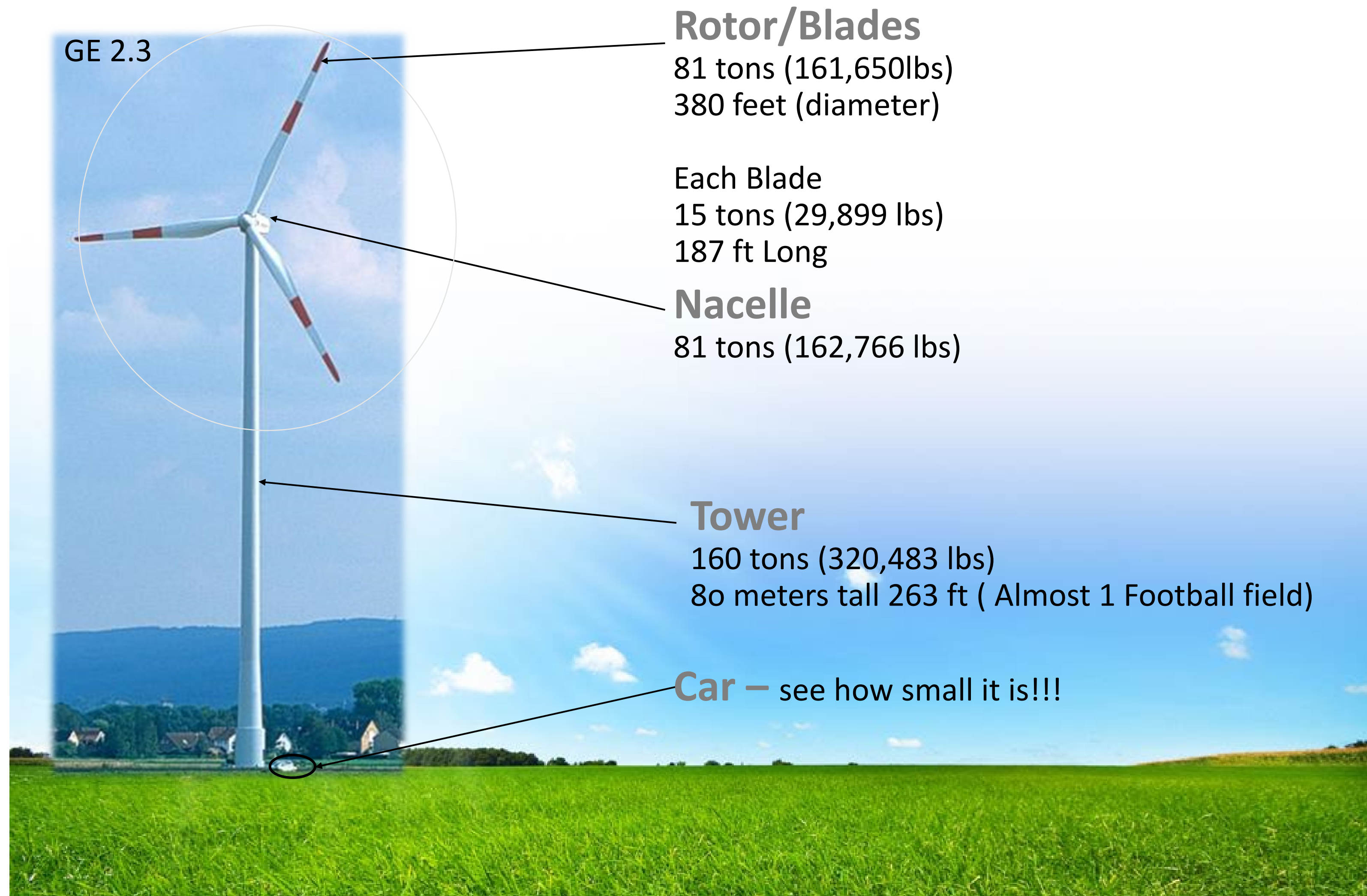
Accelerating the **future of energy**, together.

aes

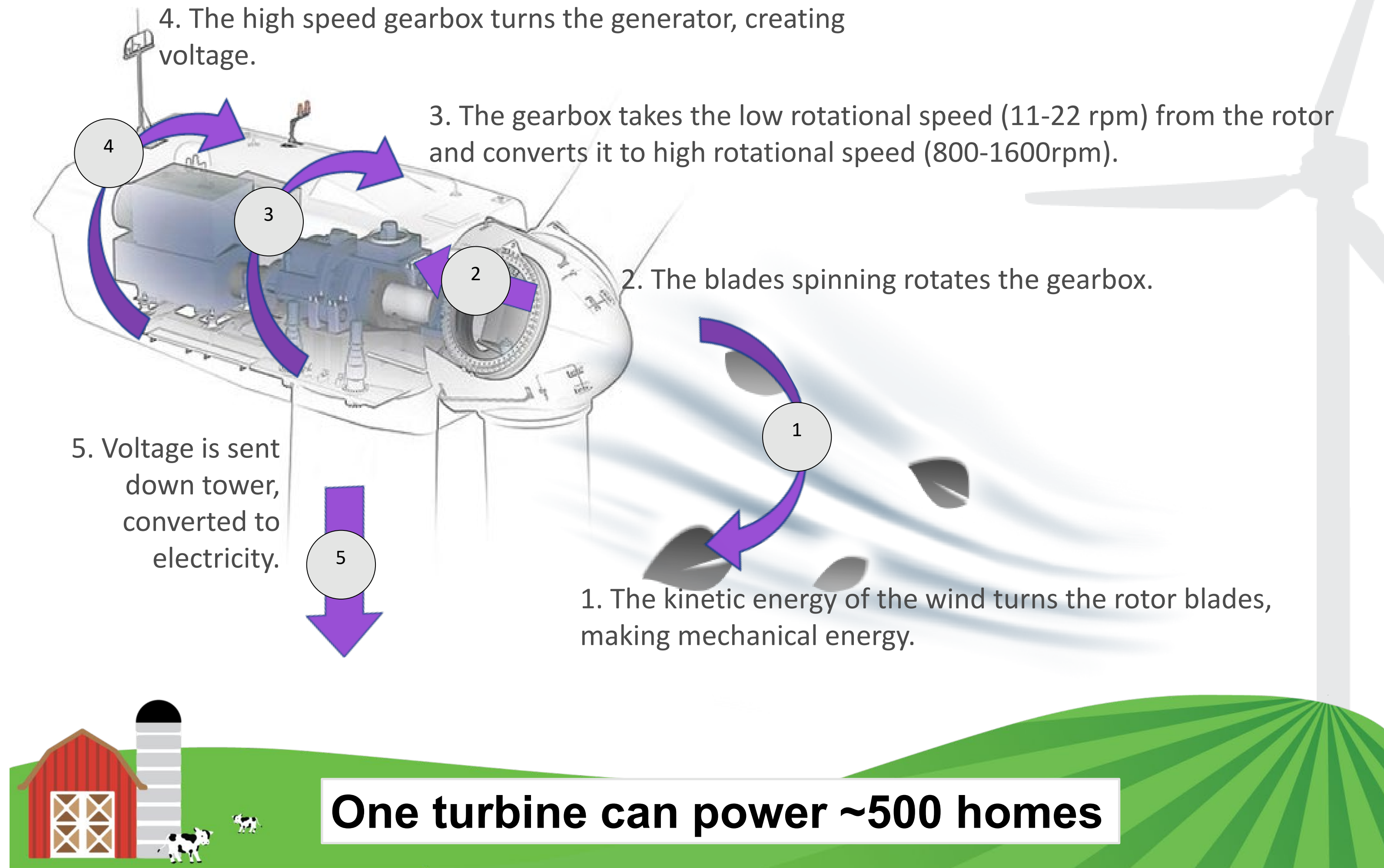
**EXPLORING SUSTAINABLE  
ENERGY SOLUTIONS  
THROUGH WIND POWER**



# Wind Turbine Overview For GE 2.3 MW 116 rotor



# How does a wind turbine create electricity?



**One turbine can power ~500 homes**



# Substation

- Voltage Transformation
- Switching Operations
- Protection and Control
- Power Quality Regulation





# Questions





Thank  
you

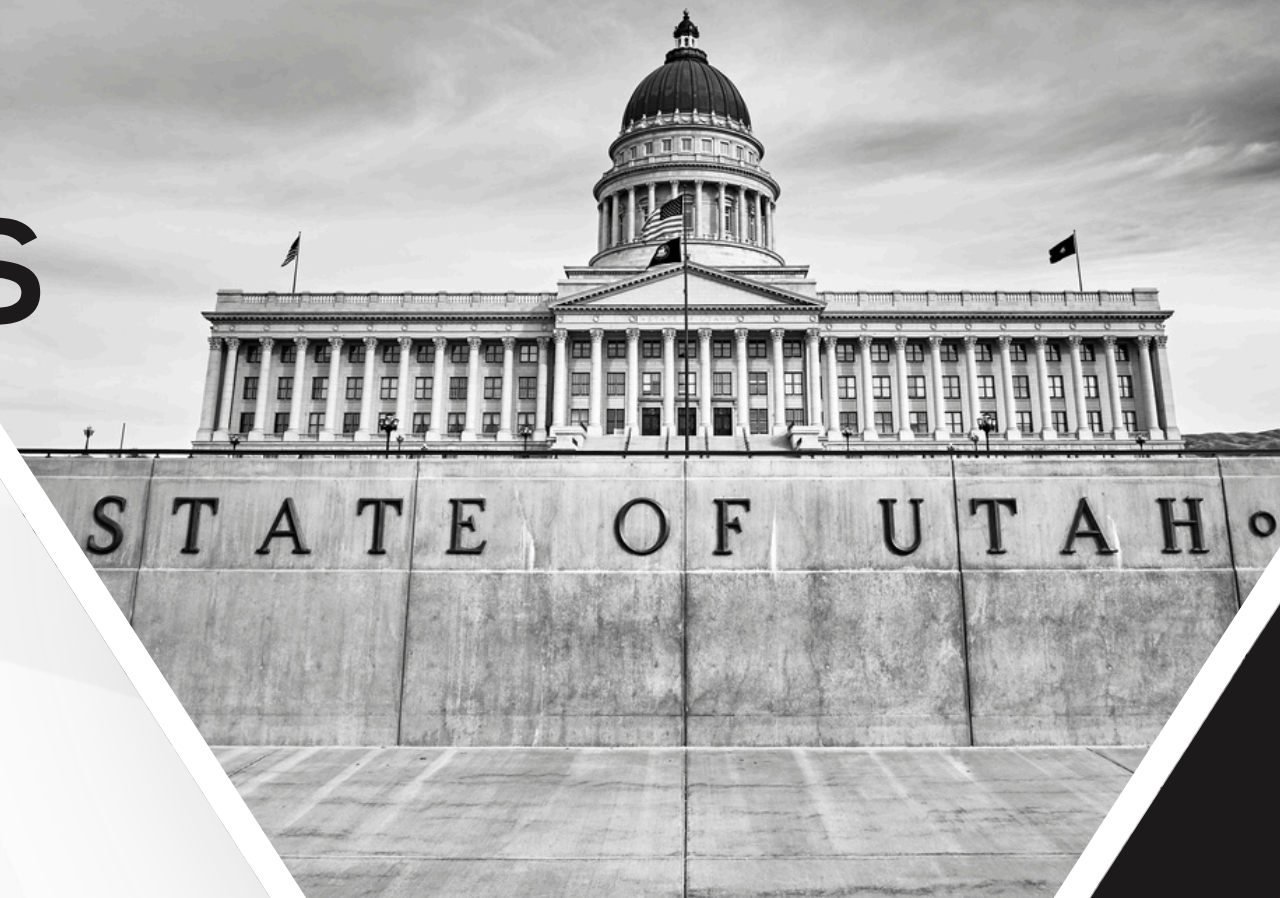


# UTAH COALITION OF CITIES AND COUNTIES

[www.utahuc3.org](http://www.utahuc3.org)

**Date:** May 2025

**Presented by:** Sarah Davenport-Smith,  
Managing Director & Founder





# Introduction

- UC3 advocates for Utah's cities and counties through a constitutional framework rooted in the principles of freedom.
- We are committed to amplifying the voices and safeguarding our clients' authority in interactions with state and federal officials and agencies.
- Our mission is to empower local municipalities to preserve and enhance the freedom and prosperity of their communities.

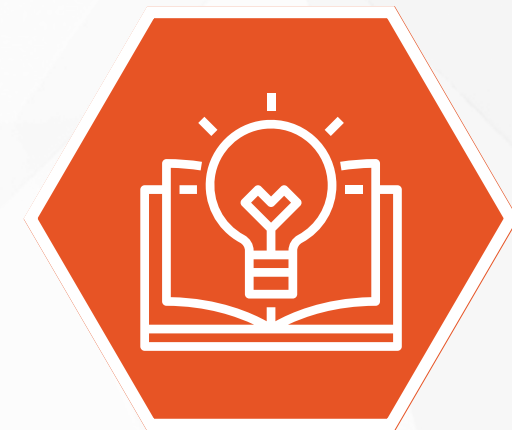
# What We Do



**Full-Service Lobbying**



**State & Federal  
Constitutional Analysis**



**Education for Elected  
Officials, City and County  
Staff**



# Who We Are



**Sarah Davenport-Smith**  
**Founder & Managing**  
**Director**



**Bernadette Brockman**  
**Lobbyist, Policy Analyst**  
**& Trainer**



**Bill Lee**  
**Advisor & Executive**  
**Board Member**



**Heather Eder**  
**Government Relations**  
**Assistant & Client**  
**Relations**





# Full-Service Lobbying

UC3 offers a comprehensive suite of advocacy and government relations services designed to influence public policy and decision-making processes. A "full-service" approach emphasizes end-to-end solutions, offering the expertise and resources necessary to effectively represent and advocate for a client's interests in all relevant arenas.

## Strategic Planning & Consulting

- Help our clients develop clear strategy to achieve well-defined goals
- Identify key stakeholders and decision-makers

## Legislative Advocacy

- Drafting, promoting, or opposing legislation
- Monitoring bills & policies affecting our clients
- Build relationships with legislators, officials, and staff on our clients' behalf

## Regulatory Advocacy

- Engage with agencies to shape rule-making or enforcement practices

## Relationship Building

- Consistently cultivate connections with policymakers, community leaders & other influencers
- Facilitate networking opportunities

# Full-Service Lobbying

## Public Affairs & Communications

- Assist in media relations and public messaging to support lobbying efforts
- Assist in developing public campaigns
- Maintain public transparency

## Policy Research & Analysis

- Providing in-depth **constitutional** analysis of legislative or regulatory proposals
- Assessing the potential impact on behalf of our clients

## Compliance & Reporting

- Ensuring adherence to lobbying laws and regulations, and maintaining transparency

## Crisis Management

- Assist in addressing challenges during lobbying campaigns
- Assist in strategizing responses to unexpected developments



# State & Federal Constitutional Analysis

UC3 offers its clients a unique perspective on traditional advocacy efforts.

Constitutional analysis involves evaluating how proposed or existing laws align with the principles, rights & limitations outlined in the US & Utah constitutions.

This approach ensures that the legislation respects the balance of power, safeguards individual rights, and adheres to the rule of law.

## Understanding Constitutional Foundations

- Examining how the legislation or law aligns with the US and the UT State constitutions

## Evaluating Municipal Authority

- Determining whether the legislation infringes on city and county authority to uphold the US & UT Constitutions as well as protect their community standards

## Identifying Potential Challenges

- Anticipating constitutional challenges the legislation might face
- Advising all parties on ways to mitigate these risks by revising the language or scope of the policy.

# Education for Elected Officials and City & County Staff

Educating elected officials and city and county staff on implementing their duties to the public while safeguarding constitutional rights involves a dual focus:

- equipping them with practical governance skills; and
- instilling a deep understanding of constitutional principles to guide decision-making.

## Practical Implementation of Duties

- Elected officials and public staff are responsible for managing public resources, addressing community needs, and enforcing laws & policies.

## Protecting Constitutional Rights

- Assist elected officials and staff in understanding and upholding constitutional protections at every level of governance

## Balancing Public Duties with Constitutional Obligations

- Public governance involves balancing competing interests - public welfare, economic opportunities, and individual freedoms

# Education for Elected Officials and City & County Staff

## Tools & Techniques

- Workshops & seminars covering real-world examples and best practices
- Legal framework guides providing user-friendly resources on the constitutions, state laws & local ordinances

## Benefits of Expert Training

- Minimized legal risks
- Enhanced public trust
- Improved decision-making



# Next Steps

IF...

A Constitutional approach to full-service advocacy is for you

A constitutional analysis of policies and legislative agendas is for you

A Constitutional educational & training lens is needed for your municipality

THEN...

UC3 will represent you at the State legislative and agency level

UC3 will regularly solicit your views on our approach

UC3 will be transparent to you and your citizens

***Invest in UC3 and we will make a statewide change for your freedom together***





# Conclusion and Q&A

UC3 is here to serve all of the Cities and Counties of the great state of Utah.

We exist to ensure Cities and Counties have the authority to create and maintain the community standards their citizens desire.





# THANK YOU



**Visit our website**  
[www.utahuc3.org](http://www.utahuc3.org)

**APPENDIX "B"**  
**VEHICLE AGREEMENT**  
**BETWEEN THE**  
**UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS**  
**AND**  
**SAN JUAN COUNTY**

WHEREAS, San Juan County ("SJC") and the Utah Division of Forestry, Fire and State Lands ("FFSL"), jointly referred to as ("the Parties"), have entered into a Cooperative Agreement, pursuant to Utah Code § 65A-8-203;

WHEREAS, the Parties also entered into a County Fire Warden Agreement governing the hiring, employment, and compensation of a county fire warden ("SJC Fire Warden");

WHEREAS, pursuant to Section "B," Paragraph 5(c) of the County Fire Warden Agreement, SJC intends to provide a winter vehicle ("County Vehicle") for the SJC Fire Warden; and

WHEREAS, the Parties desire, through this Vehicle Agreement, to further clarify and define the terms and conditions governing the SJC Fire Warden's use and control of the County Vehicle.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties, intending legally to be bound, agree as follows:

1. **Effective Date:** The Effective Date of this Vehicle Agreement is **January 1, 2025**.

2. **Term:** This Vehicle Agreement shall terminate on December 31, 2025.

3. **Donation of County Vehicle:** Pursuant to Section "B," Paragraph 5(c) of the County Fire Warden Agreement, SJC shall provide the SJC Fire Warden with a County Vehicle, identified as a \_\_\_\_\_,  
(year, make & model)

with VIN No. \_\_\_\_\_.

4. **Use of Vehicle:** The SJC Fire Warden may use the County Vehicle for County and State purposes related to the wildland fire management system for private lands in the County, including the management, control, and suppression of fires within SJC, subject to the following conditions:

- a. The Parties agree the County Vehicle provided by SJC is solely covered by UCIP for liability and for physical damage.
- b. The Parties agree the SJC Fire Warden shall be the primary driver of the County Vehicle. The SJC Assistant Fire Warden, or other similarly situated employees of FFSL, may operate and control the County Vehicle, provided the SJC Fire Warden has given the employee permission to do so.
- c. No person shall use the County Vehicle for any personal business or for any purpose which lies outside the scope of their employment.
- d. SJC shall regularly service and maintain the County Vehicle, pursuant to the service and maintenance schedules adopted or employed by SJC. SJC shall be solely responsible for the service and maintenance of the County Vehicle and any future claim or otherwise arising from such service and maintenance.

5. This Vehicle Agreement, when signed and executed, shall be attached to and become a part of the County Fire Warden Agreement referenced herein.

**DATED AS OF THE EFFECTIVE DATE WRITTEN ABOVE.**

**SAN JUAN COUNTY:**

\_\_\_\_\_  
**SYLVIA STUBBS – SJC COMMISSION CHAIR**

Attest:

\_\_\_\_\_  
**LYMAN DUNCAN – San Juan County Clerk**

**Utah Division of Forestry, Fire  
and State Lands:**

\_\_\_\_\_  
**RUDY SANDOVAL – Fire Program Manager I**

**APPROVED AS TO FORM:**

**UTAH ATTORNEY GENERAL'S OFFICE  
DEREK E. BROWN**

\_\_\_\_\_  
**Assistant Attorney General**





Contract # \_\_\_\_\_

Item 9.

## STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the State of Utah, Administrative Office of the Courts, referred to as STATE, and the following CONTRACTOR:

San Juan County Sheriff

Name

297 Main Street

Address

Monticello

City

UT

State

84535

Zip

Contact Person: Lehi LacyPhone: 435-587-2237Email: llacy@sanjuancountyut.govVendor #: 22718ACommodity Code #: 96480

## LEGAL STATUS OF CONTRACTOR

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

2. GENERAL PURPOSE OF CONTRACT: To provide court perimeter and bailiff services at the courthouse/s in this county. (Required by Statute 17-22-27 Paragraph 2. Sheriff – Assignment of court bailiffs – Contract and Costs)
3. PROCUREMENT: This contract is entered into as a result of: **No procurement required (Government Agency).**
4. CONTRACT PERIOD: Effective Date: 07/01/25 Termination Date: 06/30/26 unless terminated early or extended in accordance with the terms and conditions of this contract. RENEWALS: NONE
5. CONTRACT AMOUNT: CONTRACTOR will be paid based on the following for this Contract Period:  
Maximum Contract Hours: 1,300 at Rate: \$23.02 Maximum Budget: \$29,920.80
6. ATTACHMENT A: Terms and Conditions  
ATTACHMENT B: Scope of Work  
ATTACHMENT C: Costs/Payment  
**Any conflict between Attachment A and other Attachments will be resolved in favor of Attachment A.**
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - Utah State Procurement Code

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR:

STATE:

Lehi Lacy

Lehi Lacy (May 21, 2025 11:04 MDT)

05/21/25

Date

Court Security Director or AOC Designee

Date

County Commission

Date

Keisa Williams

5/12/25

Approved as to Form

Date

Mitchell D Maughan

Mitchell D Maughan (May 21, 2025 15:47 MDT)

Date

Approved as to Availability of Funds

Date

State Division of Finance

Date

## ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts

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. **LIABILITY:** 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 parties do not waive and 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 (04/24/2024)

**ATTACHMENT B: SCOPE OF WORK****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 (01/10/2024)



**ATTACHMENT C: PAYMENT**

1. The AOC agrees to pay the CONTRACTOR the annual amounts listed on page one (1) of this contract, not to exceed the total contract amount.
2. The CONTRACTOR will invoice the AOC once every month, within thirty (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 AOC will remit payment to the CONTRACTOR within thirty (30) days of receipt of the invoice.
4. The invoice shall include the total hours of security services provided for the invoiced period, as well as the vendor's number. (located on the Cover Page)
5. Any invoice submitted in connection with this agreement shall be sent (USPS or electronically) to the Contact Information for Courts listed below.

**Please send payment to:**

Administrative Office of the Courts (AOC)  
Attn: Security Department  
Address: 450 South Main Street, N231B  
City/Zip: Salt Lake City, UT 84111  
Phone: 801-578-3841  
E-mail: courtsecurity@utcourts.gov

Revised (05/06/2025)

## **EQUIPMENT EXCHANGE AGREEMENT BETWEEN BLANDING CITY AND SAN JUAN COUNTY LANDFILL**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Blanding City**, a Utah municipal corporation ("City"), and **San Juan County**, a subdivision of the State of Utah (County) for its Landfill Department ("Landfill").

### **1. PURPOSE**

The purpose of this Agreement is to formalize the terms of an exchange whereby Blanding City will transfer ownership of one (1) CASE backhoe to the San Juan County Landfill in consideration for a waiver of landfill fees related to demolition debris disposal.

### **2. EQUIPMENT TRANSFER**

Blanding City agrees to transfer full ownership of the following equipment to the San Juan County Landfill:

- **Type:** CASE 580 Super K
- **VIN:** JJG0174061
- **Condition:** As-is, where-is, with no warranties expressed or implied.

Upon execution of this agreement and delivery of the equipment, San Juan County shall assume full ownership, responsibility, and liability for the equipment.

### **3. FEE WAIVER**

In consideration of the equipment described above, the San Juan County Landfill agrees to waive all tipping and disposal fees related to the demolition debris generated from the removal of the Blanding City-owned structure located at:

- **Address:** Corner Lot, 200 South Main Street, Blanding, Utah.

This waiver applies solely to material originating from this specific demolition project and does not extend to other city projects or third-party materials.

Any knowledge of hazardous materials or hazardous materials discovered on site shall be communicated to the Landfill personnel.

### **4. EQUIPMENT**

San Juan County will pick up the CASE Backhoe after this contract is formally approved by both the Board of San Juan County Commissioners and the Blanding City Council.

## 5. REPRESENTATIONS AND UNDERSTANDINGS

- Both parties acknowledge that the backhoe is provided in “**as-is**” condition.
- This agreement is a one-time exchange and does not create an ongoing obligation.
- No monetary payment will be made by either party beyond the exchange agreed upon herein.

## 6. ENTIRE AGREEMENT

This document contains the entire agreement between the parties and supersedes any previous verbal or written agreements. Any amendments shall be in writing and signed by both parties.

## 7. SIGNATURES

### BLANDING CITY

By: \_\_\_\_\_

Trent Herring, City Manager

Date: \_\_\_\_\_

### SAN JUAN COUNTY

By: \_\_\_\_\_

Silvia Stubbs, Commission Chair

Date: \_\_\_\_\_



## COMMISSION STAFF REPORT

---

**MEETING DATE:** June 17, 2024

**ITEM TITLE, PRESENTER:** Approval of the San Juan Children's Justice Center FY 26 Contract and budget

**RECOMMENDATION:** Approve the FY26 Contract and Projected Budget

---

### SUMMARY

The CJC has been able to show an increase in interviews and services that are being referred to and served by our community agencies and partners. The state has awarded the San Juan County Children's Justice Center another contract for \$116,681 that will begin July 1, 2025, which you can refer to on page one of the attachment. This is an increase from the previous year when we were awarded \$114,995 for FY25. Page two of the attachment is the projected budget for which will be used to help support the ongoing functioning and San Juan County Children's Justice Center (SJCJC). I ask to have the projected budget reviewed and approved for State FY26.





# STATE OF UTAH

## CONTRACT AMENDMENT

Item 11.

AMENDMENT # 3 To CONTRACT # 241816

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah Attorney General's Office referred to as State Entity and, San Juan County, referred to as Contractor.

### THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

2/1/2024 (Original starting date)

6/30/2025 (Current ending date)

6/30/2026 **new ending date**

2. **Contract amount:**

\$190,494 (Current contract amount)

\$116,681 (Amendment amount)

\$307,175 **new contract amount**  
add current amount to amendment amount

3. **Other changes:** (attach other sheets if necessary):

4. **Effective Date of Amendment:** 07/01/2025

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

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

### CONTRACTOR

### STATE

\_\_\_\_\_  
Contractor's signature Date

\_\_\_\_\_  
Agency's signature Date

\_\_\_\_\_  
Type or Print Name and Title

NA, Contractor is Gov't Entity  
Director, Division of Purchasing Date

Tracey Tabet  
Agency Contact Person

801 281-1202  
Telephone Number

\_\_\_\_\_  
Fax Number

ttabet@agutah.gov  
Email

(Revision 04 October 2018)

San Juan County			CHILDREN'S JUSTICE CENTER							FY26		
EXPENSE CATEGORY			REVENUE SOURCES									
		TOTAL EXPENSE	STATE CONTRACT		LOCAL GOV		FEDERAL		FRIENDS		OTHER	
			ONGOING/BASE	ROLLOVER/ONE TIME FUNDS	LOCAL GOV CASH	LOCAL GOV INKIND	NCA (FEDERAL)	VOCA/ OTHER FED	FRIENDS (CASH)	FRIENDS (IN- KIND)		
CATEGORY 1 - CAPITAL EXPENDITURES												
A. Capital Improvements	Building	0										
Total	- Grounds	0										
CATEGORY 2 - PROGRAM OPERATING												
A. Personnel	Director	77,000	77,000									
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
Total	77,000.00	0										
B. Benefits	Director	40,527	17,131			23,396						
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
		0										
Total	40,527.00	0										
C. In-state Travel		0										
Total	2,000.00 Mileage (In State Travel)	2,000	2,000									
D. Space	Mortgage	0										
	Rent	0										
	Janitorial	1,400			1,400							
	Ground Maintenance	1,400			1,400							
	Building Maintenance	1,500			1,000						500	
	Property Taxes	0										
Total	4,300.00	0										
E. Utilities	Gas	0										
	Electric	2,400			2,400							
	Garbage	400			400							
	Water, sewer, etc	500			500							
Total	3,300.00	0										
F. Communications	Telephone	0										
	Cell Phone	720			720							
	Network Services	1,000			1,000							
	Internet Services	1,000			1,000							
	Postage	0										
Total	2,720.00	0										
G. Equipment / Furniture	Recording Equipment	0										
	Office Equipment	500	500									
	Computer Equip/Software	500	500									
	Furniture/Soundproofing	0										
Total	1,000.00	0										
H. Supplies	Office supplies / tapes	500	500									
	Medical	0	0									
	Program Service Supplies	1,000	1,000									
	Advisory Board Meeting	800	800									
	MDT Meeting	2,500	2,500									
	Client Emergency Funds	0										
Total	4,800.00	0										
I. Miscellaneous	Printing	700	700									
	Petty Cash	0										
	Miscellaneous Services	0										
	Miscellaneous Supplies	0										
	NCA Membership Dues	0										
	Insurance (premises/liability)	0										
Total	700.00	0										
J. Conference/Training	NCA Leadership Registration	750	750									
	Hotel, Per Diem, Travel	3,500	3,500									
	Misc Expenses	0										
	Symposium Registration	1,500	1,500									
	Hotel, Per Diem, Travel	3,800	3,800									
	Misc Expenses	0										
	Other Conf/Training Registration	700	700									
	Hotel, Per Diem, Travel	2,800	2,800									
	Team Retreat Training	0										
Grand Total	13,050.00	0										
K. Professional Fees and	Translation	1,000	1,000									
Contract Services	Therapy Contracted Services	0										
		0										
		0										
Total	1,000.00	0										
TOTALS		150,397	116,681	0	0	33,216	0	0	0	0	500	
PERCENT OF TOTAL BUDGET		100%	78%	0%	0%	22%	0%	0%	0%	0%	0%	



**STATE OF UTAH  
THE UTAH OFFICE OF TOURISM,  
GOVERNOR'S OFFICE OF ECONOMIC OPPORTUNITY  
FAMILIARIZATION TOURS CONTRACT**

1. **CONTRACTING PARTIES:** This contract for services (this "Contract") is made and entered into by and between the Utah Office of Tourism ("UOT") as subagency of the State of Utah, Governor's Office of Economic Opportunity ("GOEO") and San Juan County, Office of Economic Development & Visitor Services (the "County"). UOT, GOEO and the County are hereinafter collectively referred to as "Parties" and each may be referred to individually as "Party."

San Juan County  
Office of Economic Development & Visitor Services  
117 South Main  
PO Box 490  
Monticello, Utah 84535

Contact Name: Allison Yamamoto-Sparks  
Phone #: (435) 587-3235  
Email: [ayamamoto@sanjuancounty.org](mailto:ayamamoto@sanjuancounty.org)

Legal Status of Grantee: Governmental Agency  
Federal Tax ID: 87-6000305  
Vendor #: VC0000114664

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide reimbursement for Trade and Media Familiarization Tours and Staff, Board, and Vendor Educational Meetings and Tours, when needed.
3. **AGREEMENT:** In consideration of the mutual promises and undertakings of the Parties to this contract, and for other good and valuable consideration, which is hereby acknowledged by the Parties, the Parties enter into this Contract subject to the following terms and conditions contained herein.
4. **CONTRACT PERIOD:**  
Effective Date: April 15, 2025  
Termination Date: April 15, 2030.  
Unless either party terminates this Contract in accordance with the terms and conditions herein, this Contract will remain in effective for the entire term.
5. **CONTRACT AMOUNT:** UOT shall pay the County up to but no more than a maximum of \$15,000.00 in total for costs authorized under this contract.
6. **ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**  
Attachment A – State of Utah Standard Terms and Conditions for Services between Government Entities.  
Attachment B – Scope of Work.
7. **COUNTERPARTS:** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
8. **TITLES AND CAPTIONS.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of the Contract and shall in no way define, limit, augment, extend, or describe the scope, content or intent of any part or parts hereof.

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed by their duly authorized representatives effective as of the date listed on the first page above.

**STATE OF UTAH**

**SAN JUAN COUNTY OFFICE OF ECONOMIC  
DEVELOPMENT & VISITOR SERVICES**

By:  
Name:  
Title:  
Date:  
Utah Office of Tourism

By:  
Name:  
Title:  
Date:

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

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

By:  
Date:  
Utah Division of Finance



## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES BETWEEN GOVERNMENT ENTITIES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
  - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
  - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) .
  - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
  - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
  - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
  - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
  - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
  - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  - l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional

wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

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

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED
19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will

be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.  
  
If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly

confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State. .

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

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

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION: INTENTIONALLY DELETED**
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES: INTENTIONALLY DELETED**
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION: INTENTIONALLY DELETED**
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s)



required under this Contract.

49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)

*[The remainder of this page is intentionally left blank.]*

## ATTACHMENT B: SCOPE OF WORK

During the term of this Contract, the Destination Marketing Organization (DMO), also herein referred to as the County, will work with the Utah Office of Tourism (UOT) on familiarization tours (FAM Tours) and other associated events. The anticipated activities associated with this Contract include, but are not limited to, the following:

1. Trade Familiarization Tours
  - a. Increasing product development of key tour operators.
  - b. Expanding itineraries current in production.
  - c. Development of new partnerships with operators that have not previously sold Utah.
  - d. Leading to co-operative campaigns.
2. Media Familiarization Tours
  - a. Hosting media from UOT's Top 25 publications in-market.
  - b. Meeting or exceeding UOT's Barcelona Principles<sup>1</sup> scoring expectations.
  - c. Earning targeted media coverage.
  - d. Supporting larger consumer campaigns and goals.
3. Staff, Board, and Vendor Educational Meeting and Tours
  - a. Hosting UOT employees and board members.
  - b. Hosting contracted vendors of the UOT.
  - c. Education of the above and team members on Utah products to facilitate the best representation of that product throughout all functions of the UOT.

### Strategy and Management

1. The contracted DMO will work with the UOT to create unique and individualized itineraries for FAM Tour guests that have been vetted by the UOT staff and, when needed, international contractors in-market.
2. The UOT will clearly identify the hosting needed and responsibilities of a specific FAM Tour prior to the agreement of hosting by the DMO. Such needs include:
  - a. Lodging
  - b. Meals
  - c. Guided Activities
  - d. Entrance Fees
  - e. Transportation
3. The DMO will only be responsible for the portion of the FAM Tour spent within the County borders that the DMO represents.
4. The UOT will not reimburse the DMO for the following potential expenses:
  - a. Alcohol
  - b. Personal necessities or sundries
  - c. Branded promotional items or gear
  - d. Hotel amenities and/or additional charges
  - e. Medical or emergency related expenses
5. The delegated costs of a FAM tour and/or event will be agreed upon by the UOT and the contracted DMO prior to the event or the group or individual's arrival date into the State of Utah.

### Budget and Payment

1. Any costs incurred by the DMO from the above hosting needs that have been agreed upon by the UOT and the contracted DMO will be invoiced by the DMO. The invoice will be submitted after the FAM Tour and/or event has occurred and will include official receipts and/or invoices. UOT will promptly review the invoice and issue payment if approved.
2. The costs incurred and paid will be charged to the UOT International marketing budget for the country of origin of the FAM Tour or to the appropriate budget for the event.

---

<sup>1</sup> <https://instituteforpr.org/the-barcelona-declaration-of-research-principles/>

*[The remainder of this page is intentionally blank.]*

FORM 2800-14  
(August 1985)

Issuing  
Monticello Field Office

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LANDMANAGEMENT  
RIGHT-OF-WAY GRANT**

**SERIAL NUMBER UTU-73244**

---

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

San Juan County  
117 South Main, PO Box 9  
Monticello, Utah 84535

receives a right to operate, maintain and terminate an access road on the following described (approximate) public lands:

Salt Lake Meridian  
T. 39S., R. 22E.,  
Sec. 10, SE1/4NW1/4;

- b. The right-of-way granted herein is 100' feet wide, 590' feet long, and contains 1.35 acres, more or less.
- c. This instrument shall terminate on December 31, 2055, unless prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.



### 3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

San Juan County is exempt from rental per regulations at 43 CFR 2806.14(a)(2).

### 4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. The holder shall promptly repair any damage to the road caused by their use.
- c. Upon grant termination by the authorized officer, all improvements shall be removed from public lands within 90 days (the road shall be closed and reclaimed), as directed by authorized officer. Close and reclaim the road as required by authorized official.
- d. The map in Exhibit A, attached hereto, is incorporated into and made part of this grant instrument.
- e. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20<sup>th</sup> year and a regular interval thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- f. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- g. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- h. The holder shall operate and maintain the road within this right-of-way in strict conformity with the application submitted on March 01, 1995. Any relocation, additional construction, or use that is not accord with the approved plan of development shall not be initiated without the prior written approval of the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
- i. The holder shall conduct all activities associated with the operation, maintenance and

termination of the right-of-way within the authorized limits of the right-of-way.

- j. The holder of this right-of-way grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulation of the Secretary of Interior issued pursuant thereto.
- k. The holder shall notify the Authorized Officer at least 60 days prior to non-emergency activities that would cause surface disturbance on the right-of-way. A Notice to Proceed shall be required prior to any non-emergency activities that would cause surface disturbance on the right-of-way. Any request for a Notice to Proceed must be made to the Authorized Officer, who will review the Proposed Action for consistency with resource management concerns, including but not limited to, wildlife, paleontology, special status species, and cultural resource protection. Additional measures may be required to protect resources.
- l. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the applicant, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.
- m. Pursuant to 43 CFR 10.5 (a), the applicant must notify the Authorized Officer by telephone immediately and written confirmation within three (3) days, upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.5 (a) and (b), the operator must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the Authorized Officer.
- n. If construction, maintenance or reclamation activities occur within the migratory bird breeding seasons (raptors: January 1 to August 31 and passerine birds: April 1 to July 31), surveys should occur within a 0.5-mile radius (raptors) and a 100-foot radius (passerines) of the Project Area no more than 7-10 days prior to project initiation. Migratory bird surveys will be performed by a qualified wildlife biologist and a report of the survey results will be provided to the BLM.
- o. Any unexpected encounters with a protected species will be immediately reported to BLM and US Fish and Wildlife Service, as appropriated.
- p. The Holder shall protect all survey monuments found within the ROW. Survey monuments include, but are not limited to, General Land Office (GLO) and Bureau of Land Management (BLM) Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable public and private civil survey monuments. In the event of

the obliteration or disturbance of any survey monument, the Holder shall immediately report the incident in writing to the AO and the respective installing authority. Where GLO or BLM right-of-way monuments or references are obliterated during operations, the Holder shall secure the services of a registered land surveyor or a BLM cadastral surveyor to restore the disturbed monuments or references using the surveying procedures found within the latest edition of the Manual of Surveying Instructions for the Survey of the Public Lands in the United States. The Holder shall record the resulting survey at the appropriate county facility and send a copy to the AO. If any BLM cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for all survey cost.

- q. The Holder must submit an application to **amend (SF-299) for any** substantial deviation to this ROW. Per 43 CFR 2801.5, *"substantial deviation means a change in the authorized location or use which requires: (1) construction or use outside the boundaries of the ROW, or (2) any change from, or modification of, the authorized use. Examples of substantial deviation include: adding equipment, overhead or underground lines, pipelines, structures, or other facilities not included in the original grant."* Additional NEPA analysis may need to be conducted prior to the BLM's decision to permit any amendment to the previously approved grant.
- r. In case of legal name change, transfers/sales, or change of address the Holder shall notify the Bureau of Land Management (BLM) Authorized Officer (AO) within 30 calendar days of any such change.
- s. The Holder shall comply with all Federal, State, and local regulations whether or not specifically mentioned within this grant.
- t. The Holder may not construct new access roads or travel off road by vehicle to reach the grant area without the AO's prior written approval.
- u. The Holder shall conduct all activities associated with the construction, operations, and termination of the ROW expressly authorized within its terms. As per 43 CFR 2807.21, any proposed transfer of any right or interest in the ROW shall be filed with the AO. An application for assignment shall be accompanied by a showing of qualifications of the Assignee. The assignment shall be supported by a stipulation that the Assignee agrees to comply with and to be bound by the terms and conditions of the grant to be assigned. No assignment shall be recognized unless and until it is approved in writing by the AO.
- v. The Holder shall contact the AO to arrange a pre-termination conference at least 180 days prior to termination of the ROW. This conference will be held to review the reclamation plan as well as the termination provisions of the grant.
- w. Ninety (90) days prior to termination of the ROW, the Holder shall contact the AO to arrange a joint inspection of the ROW. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The AO must approve the plan in writing prior to the Holder's commencement

of any termination activities.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

SIGN HERE

\_\_\_\_\_  
(Signature of Holder)  
Officer)

\_\_\_\_\_  
(Signature of BLM Authorized

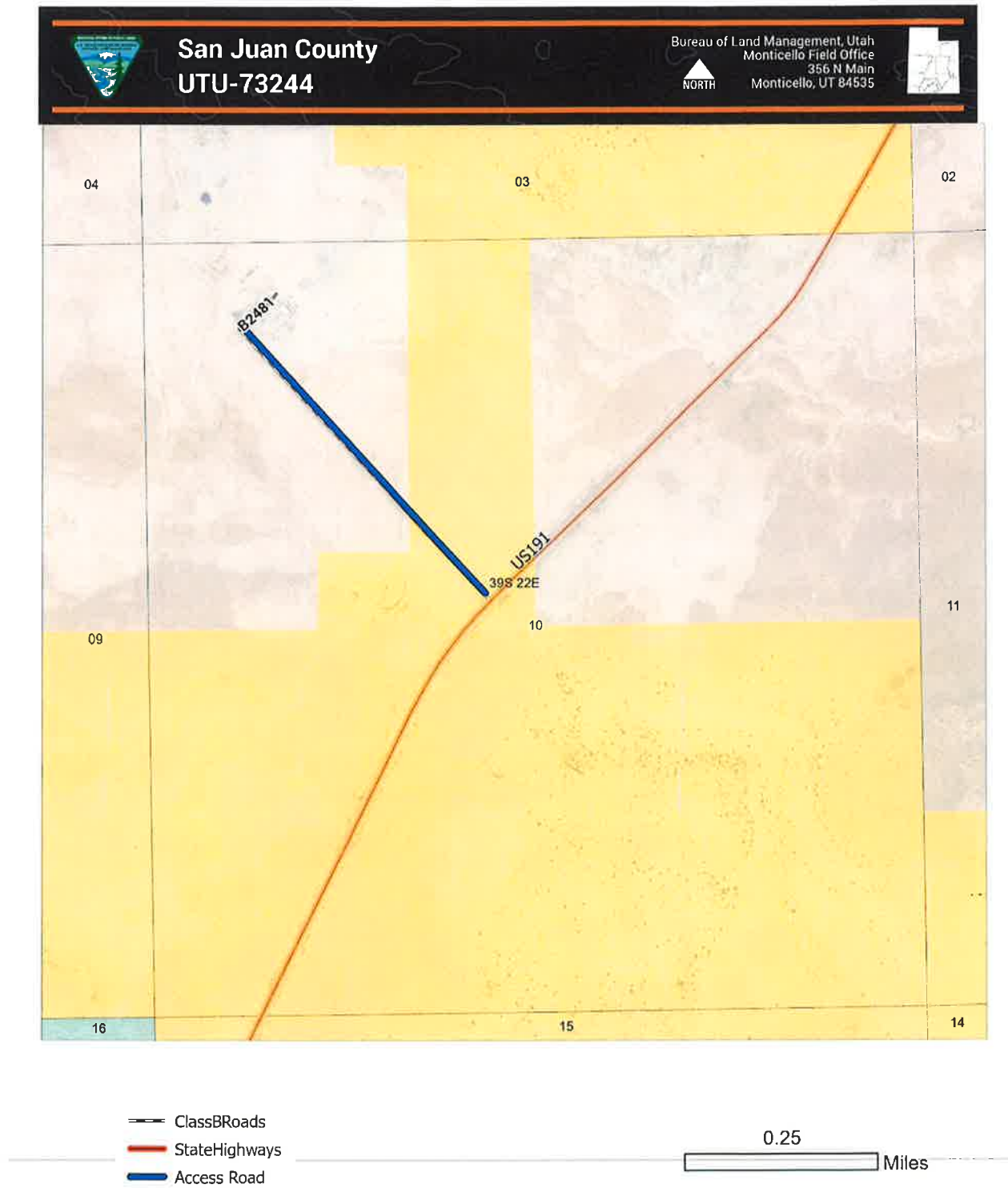
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Map 1- San Juan County access road location map



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.