



## BOARD OF COMMISSIONERS MEETING

Electronic Meeting  
January 05, 2021 at 11:00 AM

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### 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

#### PUBLIC COMMENT

*Public comments will be accepted through the following Zoom meeting link <https://us02web.zoom.us/j/85176198037> or by phone at +16699006833,85176198037# US (San Jose). There will be a three minute time limit for each person wishing to comment. If you exceed that three minute time limit the meeting controller will mute your line.*

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

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

1. Request to approve the December 15, 2020 and December 22, 2020 Commission Meeting Minutes
2. Approval of 2021 Beer License Renewals
3. Consideration and Approval of the Community Service Block Grant Program Contract.
4. Check Registers for December 16-December 29
5. Granicus Subscription Renewal
6. Approval of the Tourism Tax Advisory Board Members
7. Approval of the San Juan County Economic Development Board Appointment

#### RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

8. Recognition of David Yanito, 41 years of service as a Heavy Equipment Operator in the Road Department
9. Approval of the comments/recommendations for revisions to the Manti-La Sal Forest Management Plan. Nick Sandberg, Public Lands Coordinator
10. Annual Open and Public Meetings Act and Government Records Access and Management Act (GRAMA) Training. Kendall Laws, San Juan County Attorney
11. 2021 Conflict of Interest Statements. Mack McDonald, Chief Administrative Officer

## **BUSINESS/ACTION**

12. Public Hearing and Discussion to consider potential projects for which funding may be applied under the Community Development Block Grant for the Small Cities Program for Program Year 2021, Mack McDonald, Chief Administrative Officer
13. Consideration and Approval of a contract with TWS Construction for the remodel of Monticello Co-Working Space. Natalie Randall, Director Economic Development and Visitor Services
14. Consideration and approval for the San Juan County Destination Development Strategic Planning Co-Op program with the Utah Office of Tourism. Natalie Randall, Director Economic Development and Visitor Services
15. Discussion and Approval of the 2021 Board of San Juan County Commissioners Board/Committee Assignments. Mack McDonald, Chief Administrative Officer
16. Consideration and Approval of the Temporary Use and Lease of County Property located in Spanish Valley to Rally on the Rocks, LLC for event space. Mack McDonald, Chief Administrative Officer
17. CONSIDERATION AND ADOPTION OF AN ORDINANCE AMENDING ORDINANCE 2018-01 THE RATIFICATION OF THE CREATION OF SAN JUAN COUNTY HEALTH DEPARTMENT AND SAN JUAN COUNTY BOARD OF HEALTH, 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\*\*



**BOARD OF COMMISSIONERS MEETING**  
**Electronic Meeting**  
**December 15, 2020 at 11:00 AM**

**MINUTES**

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PUBLIC COMMENT**

*Public comments for the Public Comment Period and Public Hearing will be accepted through the following Zoom link <https://us02web.zoom.us/j/82277017156> or by phone at +16699006833,,82277017156# US (San Jose). There will be a three minute time limit for each person wishing to comment. If you exceed that three minute time limit the meeting controller will mute your line.*

**(Time Stamp 2:30)**

RL Wilcox - RL thanked the commission and staff for their efforts in extending the public comment period in regards to the Lisbon Valley Mining Company's application to start the in-situ mining process. He also requested that the commission send a letter to the Utah Division of Water Quality opposing any process that would inject harmful chemicals into a water source as well as creating a countywide ordinance that would prohibit such activity.

Julie Stevenson – Julie thanked the county for listening to the citizens' concerns regarding Lisbon Valley Mining Company's mining proposal. Julie stated that any in-situ mining would harm all life in San Juan County and ruin the land.

Mary McGann - Mary, Grand County Councilwoman, encouraged the commission to deny or postpone the application for Rally on the Rocks

Kevin Walker - Kevin, Grand County Councilman elect, requested that the commission not approve the permit submitted by Rally on the Rocks. He stated that he looked forward to working with San Juan County.

David Roccaforte – David, a landowner in Lower Lisbon Valley, explained that economic benefits of in-situ mining have been overstated. He spoke about the economic effects in other areas where in-situ mining is taking place.

Lanse - Lanse, representing Rally on the Rocks, explained what Rally on the Rocks does to educate guests when recreating in the area. He also talked about his desire to move the Rally on the Rocks event to San Juan County and to support and help San Juan County.

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

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**(Time Stamp 21:13)**

Mack reviewed with the commission the consent agenda for approval.

A motion to approve the consent agenda was made by Commissioner Adams and seconded by Commission Vice-Chair Grayeyes.

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

1. November 17, 2020 and December 1, 2020 Commission Meeting Minutes
2. Check Registers for December 2nd through December 8, 2020
3. 2021 Predator Control Management Contract with the State of Utah Department of Agriculture and Food
4. Policy Statement establishing a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 for the Cal Black Memorial Airport (U96) projects.

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

5. Presentation from Energy Fuels, a major business and employer of San Juan County. Mark Chalmers, President and CEO of Energy Fuels

**(Time Stamp 28:20)**

Marc Chalmers reviewed with the commission the type of work Energy Fuels is doing and creating new jobs within the county. Marc explained that Energy Fuels is in the process of Commercial Rare Earth Production and explained that over the next months the White Mesa Mill would produce about 10% of the Rare Earths required for the United States. Marc said that Rare Earths are used in electric vehicles, wind generators, cellphones, etc. He also discussed the cleanup of abandoned uranium mines. He also explained that Energy Fuels supports a reevaluation of the Bears Ears National Monument. Marc also spoke about using clean, environmentally safe activities, ???

A motion to accept the report was made by Commission Vice-Chair Grayeyes, Seconded by Commissioner Adams.

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

## **BUSINESS/ACTION**

6. Public Hearing to solicit public comments, written or oral on adjustments to the 2020 General Fund and related budgets and Consideration and Adoption of those adjustments. John David Nielson, Clerk Auditor

**(Time Stamp 57:05)**

John David reviewed the final budget adjustments for the 2020 General Fund Budget and related funds.

**A motion to go into Public Hearing was made by Commissioner Adams and seconded by Commission Vice-Chair Grayeyes.**

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

No Public Comments were made

**A motion was made by Commissioner Adams to close the public hearing. The motion was seconded by Commission Vice-Chair Grayeyes.**

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

A motion was made to accept the 2020 budget adjustments by Commissioner Adams and was seconded by Commission Vice-Chair Grayeyes.

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

7. Consideration and Approval of a Resolution Adopting and Approving the 2021 San Juan County General Fund Budget and Related Funds. John David Nielson, Clerk Auditor

**(Time Stamp 1:03:37 - 1:24:20 and 2:02:10 – 2:24:30)**

John David presented for approval a resolution adopting the 2021 General Fund Budget and Related funds for San Juan County. He explained that the proposed final budget was produced after multiple meetings with Commissioners and department heads to come up with a working budget for the year 2021.

Commissioner Adams expressed concerns that the budgeting process guidelines and state code were not being followed when proposed budgets are submitted for approval.

A motion was made by Commissioner Adams to discuss budget questions. The motion was seconded by Commission Vice-Chair Grayeyes.

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

A lengthy discussion regarding bonuses, raises, and budget adjustments and approval of said expenses occurred.

A motion made by Commissioner Adams to approve the 2021 general fund budget and all other fund budgets minus the public health budget subject to an internal audit. The motion was seconded by Commission Vice-Chair Grayeyes.

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

8. Entrada Subdivision Amendment 1. Scott Burton, Subdivision Administrator

**(Time Stamp 1:24:35)**

Scott Burton presented for approval, an amendment to the Entrada Subdivision. Scott explained that four smaller lots were being created out of one larger lot.

A motion was made by Commissioner Adams to accept the amendment and was seconded by Commission Vice-Chair Grayeyes.

Voting Yea: Commission Vice-Chair Grayeyes, Commissioner Adams

Voting Abstaining: Commission Chairman Maryboy

9. Lonesome Left Subdivision Amendment 3. Scott Burton, Subdivision Administrator

**(Time Stamp 1:27:50)**

Scott presented for approval an amendment to return two small lots off of Tangren Drive and Tangren Circle into quarter acre lots as well as adjusting lines to existing lots.

A motion to approve the amendment was made by Commission Vice - Chair Grayeyes and seconded by Commissioner Adams.

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

10. Consideration and Approval of the Temporary Use and Lease of County Property located in Spanish Valley to Rally on the Rocks, LLC for event space. Mack McDonald, Chief Administrative Officer

**(Time Stamp 1:29:36)**

Mack presented, for approval, a lease agreement for the temporary approval and use of county property to Rally on the Rocks, LLC. Mack explained that the lease is for temporary use with the terms of May 10<sup>th</sup> – May 18<sup>th</sup> for the Rally on the Rocks even to be held. He also explained that the lease amount would be for \$2,000. Also included would be a donation to Search &

Rescue and the San Juan School Foundation. Mack also stated that the lease included mitigation efforts to protect the public. Lanse, Rally on the Rocks, talked about the event and expressed interest in using San Juan County and continuing to use the county to hold the event. There was further discussion regarding the specifics of the event.

A motion was made by Commission Vice-Chair Grayeyes to table the lease approval until consultation with the City of Moab and Grand County could occur.

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

Voting Nay: Commissioner Adams

11. Consideration of an Amendment to the existing Agreement between the San Juan County Public Health Department and the State of Utah Health Department for Maternal and Child Health FFY 2021 – Kirk Bengé, Director of Public Health

**(Time Stamp 2:34:30)**

Kirk presented an amended contract in October which was subject to quarterly amendments. Kirk explained that the amended amount increased the contract from \$8,000 to \$14,544. He explained that the funds from the contract would be used to help with early childhood screening.

A motion to approve the amended contract was made by Commission Vice-Chair Grayeyes and second by Commissioner Adams.

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

12. Consideration of an Amendment to the existing Agreement between the San Juan County Public Health Department and the State of Utah Health Department of the Disease Response, Evaluation, Analysis and Monitoring 2019 contract, Kirk Bengé, Director of Public Health

**(Time Stamp 2:29:56)**

Kirk presented for approval an amendment to an existing contract between San Juan Public Health and the State of Utah Health Department. He explained that the original contract amount was for \$4,100 and the amendment is for the same amount. Kirk stated that the contract is for epidemiology and outbreak response and monitor trends and changes of diseases within the community.

A motion to approve the contract was made by Commissioner Adams and seconded by Commission Vice-Chair Grayeyes.

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

13. Approval and Adoption of Ordinance No. 2020-10-A, an Amendment to Ordinance 2020-10 an Ordinance of the Board of San Juan County Commissioners Establishing Rules and Regulations for the Licensing and Operation of Businesses Within San Juan County. Natalie Randall, Director of Economic Development & Visitor Services

**(Time Stamp 2:33:20)**

Natalie Randall presented for approval an amendment to the Business License Ordinance that was adopted earlier in the year by the Commission. She explained that the original ordinance approved by the commission waived the business license fee as a way to help with the effects of COVID. The proposed amendment would add a business license fee and Natalie explained that an analysis was done to determine an appropriate fee amount.

A motion to approve the amended ordinance was made by Commissioner Adams and seconded by Commission Vice-Chair Grayeyes.

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

14. CARES Act Final Distribution prior to December 30, 2020, Mack McDonald, Chief Administrative Officer

**(Time Stamp 2:40:36)**

Mack presented the final allocation of the Cares Act funds received by the county. Mack explained that \$50,000 of the funds have been unclaimed by parties to whom the commission allocated the funds too. Mack proposed that funds be used to purchase two spine boards and stryker medical lifts for ambulances for the EMS department. Mack also proposed how the remaining funds would be allocated.

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

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

15. Consideration and Adoption of an Ordinance Adopting the Regularly Scheduled County Meetings for the 2021 Annual Meeting Schedule Pursuant to Section 52-4-202 of the Utah Code. Mack McDonald, Chief Administrative Officer

**(Time Stamp 3:03:12)**

Mack presented, for approval, an ordinance adopting the 2022 Commission meeting schedule. He explained that there are no changes to the current meeting schedule.

A motion to approve the ordinance was made by Commissioner Adams and seconded by Commission Vice-Chair Grayeyes.

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

16. Resolution Setting the Term and Rotation of the Chair and Vice-Chair of the Board of San Juan County Commission for the year of 2021. Mack McDonald, Chief Administrative Officer.

**(Time Stamp 3:03:32)**



Mack presented for approval, a resolution setting the term and rotation of the Chair and Vice-Chair of the San Juan County Commission.

A motion to appoint Commissioner Grayeyes as the new Commission Chairman was made by Commissioner Adams.

A motion to appoint Commissioner Maryboy as the new Commission Vice-Chair was made by Commissioner Grayeyes.

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

**COMMISSION REPORTS**

**Commissioner Grayeyes** – Commissioner Grayeyes expressed frustration about the lack of communication by the Navajo Nation.

A motion was made by Commission Vice-Chair Grayeyes to adjourn the meeting. The motion was seconded by Commission Chairman Maryboy.

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

**ADJOURNMENT**

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

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

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

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



## BOARD OF COMMISSIONERS MEETING

Electronic Meeting  
December 22, 2020 at 11:00 AM

### MINUTES

*The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel. Join Zoom Meeting <https://us02web.zoom.us/j/84707972568> Meeting ID: 847 0797 2568 One tap mobile +12532158782,,84707972568# US (Tacoma)*

*Public Comments will not be received during this meeting.*

#### CALL TO ORDER

#### ROLL CALL

#### PRESENT

Commission Chairman Kenneth Maryboy  
Commission Vice-Chair Willie Grayeyes  
Commissioner Bruce Adams

#### BUSINESS/ACTION

CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING THE 2021 SAN JUAN COUNTY GENERAL FUND AND RELATED BUDGETS.

#### (Time Stamp 16:55)

Mack explained that the meeting was to discuss the Public Health Budget. He reviewed the proposed budget and discussed changes in revenue and expenses from previous years. Mack also explained that the Public Health budget in large part is tied to different contracts.

Also discussed was a current ordinance discussing the functions of the Public Health Board and how that works with State Code. Mack explained that the Public Health Ordinance should be revised to match state code.

A lengthy discussion followed on how the Public Health budget and efforts to maintain a good working budget.

A motion was made by Commissioner Adams to pass the Public Health budget based on last year's budget. The motion was seconded by Commission Vice-Chair Grayeyes.

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

Adams

**ADJOURNMENT**

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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: \_\_\_\_\_

<u>Entity</u>	<u>Fee</u>	<u>License Type</u>
K. Erik Hansen Hole-In-The-Rock 11037 S Hwy 191 Moab, Utah 84530	\$250	Class A
Leonard R. Howe Sunrise Convenience Store P.O. Box 325 Monticello, Utah 84535	\$250	Class A
Bessie Howe Shirttail C-Store Box 325 Monticello, Utah 84535	\$250	Class A
Richard and Norene Neff Valle's Ince 268 E Main St Mexican Hat, Ut 84531	\$400	Class B
John Motley Ticaboo Management LLC HC 60 Box 330330 Ticaboo, UT 84533	\$250	Class A
Julie Sword San Juan Inn & TP 163 and the SJ River Mexican Hat, UT 84531	\$250	Class A
Hal Adams Ana's LaSal Store PO Box 245 LaSal, UT 84530	\$250	Class A
Aramark Halls Marina Services 610 Smithfield St Pittsburgh, PA 15222	\$250	Class A
Aramark Halls Crossing Store 610 Smithfield St Pittsburgh, PA 15222	\$250	Class A



## COMMISSION STAFF REPORT

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**MEETING DATE:** January 05, 2021

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

**TITLE:** Consideration and Approval of the Community Service Block Grant Program Contract. Tammy Gallegos, Aging Director

**RECOMMENDATION:** Approval

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### SUMMARY

This is a contract to provide meal services for clients that live in San Juan County that are under 60, have access and functional needs as well as low income.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

\$19,855.

AGREEMENT FOR SERVICES  
UNDER THE COMMUNITY SERVICES BLOCK GRANT PROGRAM

THIS CONTRACT is for the period of October 1, 2020 through March 31, 2022 by and between the parties Southeastern Utah Association of Local Governments, hereinafter “SEUALG” and San Juan County, hereinafter “County” or “the County.”

WITNESSETH

SEUALG does hereby enter into a contract agreement with County to implement within County the Community Service Block Grant Program, hereinafter “CSBG”. This agreement is authorized under provision of the Omnibus Budget Reconciliation Act of 1981, Title 17, Chapter 2, Sections 671 through 683, entitled Community Services Block Grant Act, hereinafter “Act” or “The Act.” This contract authorizes County to provide services, hereinafter “SERVICES,” as defined in the SEUALG annual CSBG plan.

It is the intent of the parties to this contract to follow the express and implied intent of Congress, as expressed in the Act and applicable Federal regulations pursuant thereto, in performance of this Contract. It is further the intent of the parties that this contract is subject to all Federal and State laws relevant to the services provided. Further, the parties agree to abide by the requirements of the CSBG State plan.

NOW THEREFORE, by virtue of the authority recited and the mutual promises contained herein, the parties agree as follows:

1. DESCRIPTION OF SERVICES, METHODS OF PROVISION, AND EVALUATION CRITERION:  
County agrees to provide the SERVICES described in Attachment A by the methods described therein and to submit to the evaluation procedure also set down therein. Changes in these services require an amendment to this contract.
2. COMPLIANCE:  
COUNTY will abide by all regulations and guidelines issued by the Federal government or State of Utah that may be pertinent to the management and administration of this Contract. COUNTY will comply with all Federal and State laws, standards, and directives to which reference is made herein.
3. RESTRICTION OF POLITICAL ACTIVITIES:  
COUNTY agrees to restrict political activities as described in Chapter 15, Title 5, Sec. 1502(a) USC. County further agrees to not provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.
4. LIABILITY OF COUNTY:  
COUNTY, who shall act as an independent contractor, shall be solely responsible for all

damages to persons or property that may occur as a result of negligence or fault of the COUNTY in connection with the performance of SERVICES under this contract. COUNTY will hold harmless and indemnify SEUALG from any negligent or intentional acts or omissions of its employees or agents performing this contract, which are not barred by the Governmental Immunity Act, UCA Sec 63-30-1, et. Seq., 1953, as amended.

5. INSURANCE:

COUNTY shall secure and maintain such insurance as will protect itself and SEUALG from claims, which may arise from operations under this Contract.

6. EMPLOYMENT AND EQUAL OPPORTUNITY:

COUNTY agrees to comply with the provisions of the Utah Anti-Discrimination Act of 1965 relating to unfair employment practices; with 45 CFR part 70.4 relating to equal employment opportunity' with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC s2000e), which prohibits discrimination against any employee or applicant for employment or any application for or recipient of services, on the basis of race, religion, color or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; with (45 CFR part 90) which prohibits discrimination on the basis of handicap; and title I of the Americans with Disability Act of 1990 (42 USC 12101), which prohibits employment discrimination on the basis of disability. COUNTY agrees to abide by Utah Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

7. ADMINISTRATIVE, REPORTING AND SERVICE DOCUMENTATION REQUIREMENTS:

- a. COUNTY agrees that procedures for eligibility determination, reimbursements and reporting shall be done in accordance with the Utah State CSBG Standard Operating Procedures Manual and as required by SEUALG.
- b. COUNTY will maintain separate records necessary for the proper documentation of program operation, including records regarding applications, determination of eligibility (when applicable), services provided, administrative costs (if any), and statistical, fiscal, and other records as necessary for reporting and accountability required by SEUALG. COUNTY shall retain such records for a period of five (5) years following termination of this contract or, if an audit is in progress at the expiration of five (5) years, then records must be retained until audit is completed and a satisfactory resolution of all audit issues has been made.
- c. COUNTY will maintain files for each client served in accordance with the State CSBG Standard Operating Procedures Manual and as may otherwise be required by SEUALG. Said client files shall contain verification of at least the following:
  - I. Signed and dated eligibility forms and client profile sheets when applicable.
  - ii. Documentation that activities were provided as described in Attachment A; and/or
  - iii. History and description of services provided on behalf of low income population in COUNTY as detailed in Attachment A

8. CONFIDENTIALITY:

The parties hereto agree that all information regarding applicants for or recipients of SERVICES under this contract shall be confidential. Publication of any information that would identify an individual recipient of applicant is prohibited, except upon written consent of the recipient, the applicant, or the responsible parent or guardian, except where connected with the administration of this contract and the responsibilities of SEUALG or County. To protect the individual's confidentiality, any reports furnished under this Contract shall refer to SERVICE consumers solely by unique identification number or by any method, which can be tracked by the agency to determine service or services provided. Nothing in this section is intended to prohibit or inhibit audits or evaluations by SEUALG, the State of Utah, or authorized Federal agencies carried out in accordance with established procedures.

9. ACCESS TO RECORDS TO AUDIT, MONITOR, AND EVALUATE:

- a. SEUALG, the State of Utah, or an authorized Federal agency will have the right to audit, monitor, evaluate, and inspect all aspects of the SERVICES under this contract to include an annual on-site monitoring of the COUNTY by SEUALG and at such times deemed necessary to determine compliance with the provisions of this Agreement. Such monitoring may include analysis of each eligible consumer of service under this contract. This Agreement, the ACT and its regulations, the State CSGB Standard Operating Procedures Manual and the CSBG State Plan, shall establish criteria for the monitoring.
- b. Upon twenty (20) days notice, COUNTY shall submit to SEUALG all requested reports, which document program and fiscal compliance.

10. BASIS OF COST:

SEUALG will determine reimbursement rates for SERVICES under this contract in consultation with COUNTY. Reimbursement to COUNTY by SEUALG shall be on a unit cost basis as set forth in Attachment B. In no case will reimbursement to COUNTY exceed the total amount provided under this contract. COUNTY will maintain records necessary for justification and verification of unit costs.

11. REIMBURSEMENT:

- a. COUNTY will provide SEUALG with itemized claim for reimbursement that details the services being reimbursed
- b. COUNTY will not bill more than the equivalent of 1/3rd of the total contract amount OR 1/3rd of the amount of funding that has been released or made available by federal or state funding agencies, whichever amount is smaller. SEUALG will provide funding updates to COUNTY as soon as they are received.
- c. COUNTY understands that if the federal or state funding is reduced during the contract period, the total amount that the county will be reimbursed will be reduced by a proportional amount.
- d. County will refund to SEUALG all reimbursements determined by SEUALG through monitoring or audit to be non-allowable.
- e. SEUALG will reimburse COUNTY no more than \$19,855.00, which is the maximum reimbursement allowable under this contract.



f. SEUALG may at its discretion withhold reimbursement until it is satisfied that the terms of the contract are being met.

12. TERMINATION OR SUSPENSION:

If COUNTY should fail to perform its obligation under this contract, or shall fail to comply with any of the terms, conditions, or provisions thereof, SEUALG may, at its sole discretion, suspend the contract by giving written notice to County by registered mail, return receipt requested, effective upon receipt, specifying the reason or reasons therefore. It is further understood and agreed that COUNTY shall receive compensation as herein provided for all work satisfactorily completed prior to the effective date of the suspension. In the event of termination, all unexpended or unearned advance grant funds and property, either personal or real, held by either party which belong to the other party to this contract, shall be returned to the property owner within sixty (60) days of the notice of termination. Disputed items will be submitted to judicial proceeding for final disposition, each party to bear their own expenses.

13. ASSIGNABILITY:

COUNTY agrees that it shall not subcontract, assign, or transfer any rights or duties under this contract to any other party or agency without the prior written approval of SEUALG.

14. DURATION OF AGREEMENT:

It is understood and agreed by the parties hereto that the term of this agreement shall be for a period of one year from October 1, 2020 through and including March 31, 2022

15. INTEGRATION:

The parties hereto agree that this instrument embodies the whole agreement between the parties. This contract includes two (2) attachments. Attachment A is the CSBG Work Program and budget for COUNTY

IN WITNESS WHERE OF, the parties have executed this Agreement the day and year first above written.

\_\_\_\_\_ Date \_\_\_\_\_  
Chairman  
San Juan County Commission

\_\_\_\_\_ Date \_\_\_\_\_  
Executive Director  
Southeastern Utah Association of Local Governments

## ATTACHMENT A - SCOPE OF WORK

San Juan County was awarded total of \$19,855.00 CSBG funding to provide in-home and congregate meals to citizens who are low-income, disabled, and/or elderly in San Juan County

The total \$19,855.00 will be allocated as follows:

- \$19,855.00 = in-home and congregate meals.

### Outputs:

Based on the per meal cost calculations below, between 8 and 11 qualified clients will be provided a combined total of 1821 ( $\$19,225 / \$10.56 = 1821$ ) nutritious, hot meals at least 3 times per week. Depending on the individual client’s need, these meals will either be delivered to the clients’ homes or available in a congregate setting.

### Average Cost Per Meal = \$10.56\*

Meals	HDM	Cong	Total
Monticello	4703	3703	8,406
Blanding	5492	2510	8,002
Bluff	1075	2319.5	3,395
La Sal	1149	2289.76	3,439
<b>Total</b>	<b>12,419</b>	<b>10,822</b>	<b>23,241</b>
Congregate Meal Cost	\$ 117,609.78		\$ 10.87*
HDM Meal Cost	\$ 127,217.52		\$ 10.24*

\*The cost per meal calculations are based on the expense report submitted annually to the Utah State Department of Health and Human Services, Aging and Adult Service Department. These costs include the costs of transporting meals to outlying/remote areas in the county

The SEUALG will consult with the county to identify clients who are eligible for services through this CSBG supplemental nutrition program. The county will provide the prepared meals through their aging services program and deliver the meals to the selected clients. The meals will conform to the same dietary standards for all meals prepared by the county’s senior centers.

### Outcomes:

Between 11 and 15 low-income, disabled and/or elderly citizens will receive a total of 1,821 nutritious hot meals during the year. This program will provide regular supplemental feeding which will help alleviate hunger, improve nutrition and overall wellbeing for some of the county’s most vulnerable residents.



**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 12/16/2020 to 12/21/2020**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
4 Corners Electric	116743	2729	12/21/2020	12/21/2020	775.08	SJC Fire	104225260 - Buildings and Grounds
Abajo Haven LLC	116774	2020122109102	12/21/2020	12/21/2020	5,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
Abbot Laboratories	116749	613032953	12/21/2020	12/21/2020	454.92	SJC Aging	104679610 - Miscellaneous Supplie
		613032953	12/21/2020	12/21/2020	623.43	SJC Aging	104678610 - Miscellaneous Supplie
					\$1,078.35		
					<b>\$1,078.35</b>		
Acumen Fiscal Agent LLC	116742	EV20201218094	12/21/2020	12/21/2020	677.12	SJC Aging	104685615 - Contracts
					<b>\$677.12</b>		
Amerigas Propane LP	116747	3114841781	12/21/2020	12/21/2020	234.31	200752247	104225270 - Utilities
Amerigas Propane LP	116747	3114960190	12/21/2020	12/21/2020	166.95	200752247	104225270 - Utilities
Amerigas Propane LP	116747	3114960193	12/21/2020	12/21/2020	68.37	200752247	104225270 - Utilities
Amerigas Propane LP	116747	3115185200	12/21/2020	12/21/2020	194.08	200752247	104225270 - Utilities
Amerigas Propane LP	116747	3115230859	12/21/2020	12/21/2020	135.32	200752247	104225270 - Utilities
Amerigas Propane LP	116747	804868002	12/21/2020	12/21/2020	199.68	200787762	104225270 - Utilities
					<b>\$998.71</b>		
Begay, Jay	116745	21F08-M-08	12/18/2020	12/21/2020	870.29	Purchase Reimbursement	104211610 - Miscellaneous Supplie
					<b>\$870.29</b>		
Blue Mountain Foods	116717	112692	12/17/2020	12/21/2020	3.09	SJC Ambulance	264350610 - Miscellaneous Supplie
Blue Mountain Foods	116717	112721	12/17/2020	12/21/2020	7.45	SJC Sheriff Dept	104230480 - Kitchen Food
					<b>\$10.54</b>		
Bluff Dwellings Resort	116772	2020122109273	12/21/2020	12/21/2020	5,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
					<b>\$5,000.00</b>		
Bluff Water Works	116728	9306	12/21/2020	12/21/2020	99.19	Bluff Fire Sation	104225270 - Utilities
					<b>\$99.19</b>		
Brand Central	116761	17955	12/17/2020	12/21/2020	2,376.00	Historical Commission	104575620 - Miscellaneous Service
					<b>\$2,376.00</b>		
Capture Adventure Media	116748	1081	12/17/2020	12/21/2020	1,000.00	SJC Visitor Services	104193620 - Miscellaneous Service
					<b>\$1,000.00</b>		
Carolina Software	116787	77667	12/21/2020	12/21/2020	12,769.00	SJC Cares Act	104150920 - Cares Act Expenses
					<b>\$12,769.00</b>		
Carrshop	116790	101	12/17/2020	12/21/2020	6,590.50	SJC Sheriff	104210620 - Miscellaneous Service

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Carrshop	116790	102	12/17/2020	12/21/2020	647.00	SJC Sheriff	104210620 - Miscellaneous Service
Carrshop	116790	103	12/17/2020	12/21/2020	2,480.75	SJC Sheriff	104210620 - Miscellaneous Service
Carrshop	116790	104	12/17/2020	12/21/2020	8,567.75	SJC Sheriff	104210620 - Miscellaneous Service
Carrshop	116790	105	12/17/2020	12/21/2020	7,089.75	SJC Sheriff	104210620 - Miscellaneous Service
Carrshop	116790	107	12/17/2020	12/21/2020	4,186.50	SJC Sheriff	104210620 - Miscellaneous Service
Carrshop	116790	108	12/17/2020	12/21/2020	5,535.50	SJC Aging	104682250 - Equipment Operation
Carrshop	116790	110	12/17/2020	12/21/2020	2,654.77	SJC Sheriff	104210620 - Miscellaneous Service
					<b>\$37,752.52</b>		
Codale Electric Supply Inc.	116730	S7247744.001	12/18/2020	12/21/2020	147.89	SJC Public Safety	104166260 - Buildings and Grounds
					<b>\$147.89</b>		
Cottonwood Steak House	116757	2020122109133	12/21/2020	12/21/2020	2,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
					<b>\$2,000.00</b>		
Data Center	116752	52554	12/17/2020	12/21/2020	1,773.53	SJC Treasurer's Tax Notices	104143620 - Miscellaneous Service
					<b>\$1,773.53</b>		
Davis Family Lodging	116770	2020122109113	12/21/2020	12/21/2020	5,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
					<b>\$5,000.00</b>		
Dell Marketing L.P.	116760	10408732099	12/17/2020	12/21/2020	2,159.07	SJC Cares Act	104150920 - Cares Act Expenses
					<b>\$2,159.07</b>		
Dominion Energy	116762	DE20201217135	12/17/2020	12/21/2020	1,386.56	6843860000 117 S Main	104161270 - Utilities
Dominion Energy	116762	DE20201217135	12/17/2020	12/21/2020	207.27	7643860000 80 N Main St	724167270 - Utilities
Dominion Energy	116762	DE20201217135	12/17/2020	12/21/2020	182.04	2922180000 835 E Central Book	104161270 - Utilities
Dominion Energy	116762	DE20201218094	12/21/2020	12/21/2020	89.86	0922180000 835 E Central Fair	104225270 - Utilities
Dominion Energy	116762	DE20201218094	12/21/2020	12/21/2020	322.90	6063860000 Central Rd	104225270 - Utilities
Dominion Energy	116762	DE20201218094	12/21/2020	12/21/2020	322.90	6063860000 Central Rd	104255270 - Utilities
					<b>\$2,511.53</b>		
					<b>\$2,511.53</b>		
Drive Marketing	116729	175036	12/21/2020	12/21/2020	101.14	SJC Econ Dev	104193620 - Miscellaneous Service
					<b>\$101.14</b>		
Earthgrains Baking Company	116723	85272221937	12/17/2020	12/21/2020	56.00	SJC Sheriff	104230480 - Kitchen Food
					<b>\$56.00</b>		
Emery Telcom	116736	ET20201217151	12/18/2020	12/21/2020	84.95	3324200 - SJC Admin Building	104255270 - Utilities
Emery Telcom	116736	ET20201217151	12/18/2020	12/21/2020	104.95	3324200 - SJC Admin Building	214414280 - Telephone
Emery Telcom	116736	ET20201217151	12/18/2020	12/21/2020	180.95	3324200 - SJC Admin Building	104151620 - Miscellaneous Service
					<b>\$370.85</b>		
					<b>\$370.85</b>		
Empire Electric Assoc. Inc.	116766	1001619383	12/21/2020	12/21/2020	51.66	9579007 - Fire C	104225270 - Utilities
					<b>\$370.85</b>		

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Empire Electric Assoc. Inc.	116766	1001619388	12/17/2020	12/21/2020	3,277.45	9579028 Abajo Peak	104574270 - Utilities
Empire Electric Assoc. Inc.	116766	1001619395	12/21/2020	12/21/2020	70.00	9579010 - Fire DP - Cedar Point	104225270 - Utilities
					<b>\$3,399.11</b>		
Farmers Telecommunications Inc	116722	FT20201218094	12/21/2020	12/21/2020	54.99	6921 Cedar Point Volunteer Fire	104225280 - Telephone
					<b>\$54.99</b>		
Four Corners Adventures	116771	2020122109140	12/21/2020	12/21/2020	5,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
					<b>\$5,000.00</b>		
Four Corners School (CCDC)	116773	2020122109114	12/21/2020	12/21/2020	5,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
					<b>\$5,000.00</b>		
Friends of Cedar Mesa	116756	2020122109104	12/21/2020	12/21/2020	2,000.00	SJC Grant Funding	104150920 - Cares Act Expenses
					<b>\$2,000.00</b>		
Frontier Frontier	116741	FC20201218094	12/21/2020	12/21/2020	239.53	435-727-3440-062308-8	104225280 - Telephone
Frontier	116741	FC20201218094	12/21/2020	12/21/2020	302.10	435-196-1352-011410-8	104252280 - Telephone
Frontier	116741	FC20201218094	12/21/2020	12/21/2020	59.95	435-683-2366-031309-8	104225280 - Telephone
					<b>\$601.58</b>		
Gates, Anita	116734	2020122109095	12/21/2020	12/21/2020	269.14	SJC Attorney	104145240 - Office Expense
					<b>\$601.58</b>		
Granger	116725	9738495325	12/17/2020	12/21/2020	68.97	SJC Admin Building	104161480 - Special Department Su
					<b>\$68.97</b>		
Grand County Emergency Medical	116720	EMS19-0099	12/21/2020	12/21/2020	35.00	SJC Ambulance	264350330 - Employee Education
					<b>\$35.00</b>		
Hat Rock Inn	116776	1	12/21/2020	12/21/2020	5,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
					<b>\$5,000.00</b>		
Holz, Vanessa	116727	1210	12/21/2020	12/21/2020	90.00	SJC Economic Dev	104193620 - Miscellaneous Service
					<b>\$90.00</b>		
IML Security Supply	116721	2721087	12/21/2020	12/21/2020	47.10	SJC Public Safety	104166740 - Equipment Purchases
					<b>\$47.10</b>		
JH&H Enterprises	116754	2020122109134	12/21/2020	12/21/2020	2,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
					<b>\$2,000.00</b>		
JVP Inc.	116765	2020122109112	12/21/2020	12/21/2020	3,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
					<b>\$3,000.00</b>		

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La Posada Piriada	116755	2020122109143	12/21/2020	12/21/2020	2,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
MCI	116718	MCI2020121809	12/21/2020	12/21/2020	\$2,000.00	Cal Black Airport - 435-684-2419	105430280 - Telephone
Mexican Hat Special Serv Dist.	116726	1220-24	12/21/2020	12/21/2020	\$27.99	SJC Fire/Rescue	104225270 - Utilities
Monticello High School	116731	29	12/17/2020	12/21/2020	72.43	SJC Ec Dev	104193240 - Office Expense
Monticello Home & Auto Supply	116719	506490	12/17/2020	12/21/2020	165.00	SJC Admin Building	104166250 - Equipment Operation
Monticello Mercantile	116751	C194052	12/17/2020	12/21/2020	\$31.27	SJC Admin Building	104151740 - Equipment Purchases
Monticello Mercantile	116751	C195151	12/17/2020	12/21/2020	241.99	SJC Fire	104225280 - Buildings and Grounds
Monticello Mercantile	116751	C195376	12/17/2020	12/21/2020	-23.46	SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	116751	C195398	12/17/2020	12/21/2020	31.96	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	116751	C195479	12/17/2020	12/21/2020	7.79	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	116751	C195485	12/17/2020	12/21/2020	17.99	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	116751	C195490	12/17/2020	12/21/2020	5.29	SJC Ambulance	104161260 - Buildings and Grounds
Monticello Mercantile	116751	C195507	12/17/2020	12/21/2020	9.98	SJC Public Safety	264350610 - Miscellaneous Supplie
Monticello Mercantile	116751	C195856	12/17/2020	12/21/2020	4.48	SJC Sheriff	104166260 - Buildings and Grounds
Monticello Mercantile	116751	E18008	12/17/2020	12/21/2020	21.98	SJC Cares Act	104210610 - Miscellaneous Supplie
Monument Valley Camp Park	116777	2020122109105	12/21/2020	12/21/2020	1,085.71	SJC Cares Grant	104150920 - Cares Act Expenses
Motorola Solutions	116785	1187045263	12/17/2020	12/21/2020	\$5,000.00	SJC Sheriff	104150920 - Cares Act Expenses
Mountain West Medical Supply	116789	00112112020	12/21/2020	12/21/2020	8,107.00	SJC Ec Dev	104230242 - Software Maintenance
Mountainland Supply Co	116769	S103880102	12/17/2020	12/21/2020	\$8,107.00	SJC Cares Act	104192610 - Miscellaneous Supplie
Navajo Mountain Chapter	116786	EV20201217140	12/18/2020	12/21/2020	4,988.62	CARES Act Distribution	104150920 - Cares Act Expenses
Navajo Tribal Utility/Authority	116737	32001364563	12/21/2020	12/21/2020	\$4,988.62	MZC Fire Station East	104150920 - Cares Act Expenses
Navajo Tribal Utility/Authority	116737	34001305512	12/17/2020	12/21/2020	10,000.00	300 N 1200 E TVBOST	104225270 - Utilities
Navajo Tribal Utility/Authority	116737	34001305514	12/21/2020	12/21/2020	127.64	Abt HWY 162	104574270 - Utilities
Navajo Tribal Utility/Authority	116737	34001305515	12/21/2020	12/21/2020	162.78	Abt State Road 162	104850730 - Improvements Other T
					7.30		104850730 - Improvements Other T
					6.66		
					\$10,000.00		

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Navajo Tribal Utility/Authority	116737	34001305516	12/21/2020	12/21/2020	59.52	60040657 MZC Fire Station East	104225270 - Utilities
Navajo Tribal Utility/Authority	116737	34001305517	12/21/2020	12/21/2020	5.92	60378375 Hwy 162 and Hwy 262	104550730 - Improvements Other T
Navajo Tribal Utility/Authority	116737	34001305518	12/21/2020	12/21/2020	5.92	60378376 Front Fire Station	104550730 - Improvements Other T
					\$375.74		
					<b>\$375.74</b>		
Nicholas & Company	116781	7417822	12/17/2020	12/21/2020	21.88	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	116781	7420920	12/17/2020	12/21/2020	1,855.02	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	116781	7420924	12/21/2020	12/21/2020	1,778.93	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	116781	7420926	12/21/2020	12/21/2020	1,811.87	SJC Aging	104678325 - Meals - Blandling
Nicholas & Company	116781	7420927	12/21/2020	12/21/2020	757.92	SJC Aging	104678329 - Meals - Bluff
					\$6,225.62		
					<b>\$6,225.62</b>		
Office Depot	116746	131164126001	12/21/2020	12/21/2020	435.58	SJC Attorney	104145240 - Office Expense
Office Depot	116746	140701993001	12/21/2020	12/21/2020	168.58	SJC Attorney	104145240 - Office Expense
Office Depot	116746	140882248001	12/21/2020	12/21/2020	178.66	SJC Attorney	104145240 - Office Expense
Office Depot	116746	140883778001	12/21/2020	12/21/2020	89.33	SJC Attorney	104145240 - Office Expense
Office Depot	116746	140883781001	12/21/2020	12/21/2020	32.06	SJC Attorney	104145240 - Office Expense
Office Depot	116746	142725442001	12/21/2020	12/21/2020	78.95	SJC Clerk	104142240 - Office Expense
					\$983.16		
					<b>\$983.16</b>		
Olde School LLC	116767	472	12/17/2020	12/21/2020	4,194.00	SJC Cares Act	104150920 - Cares Act Expenses
					<b>\$4,194.00</b>		
Oliver & Sitterud	116782	OS20201221090	12/21/2020	12/21/2020	3,300.00	Public Defender	104126615 - Contracts
Oliver & Sitterud	116782	OS20201221090	12/21/2020	12/21/2020	3,300.00	Public Defender	104126615 - Contracts
					\$6,600.00		
					<b>\$6,600.00</b>		
Packard Wholesale Co.	116763	INV/158322	12/17/2020	12/21/2020	290.76	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	116763	INV/158356	12/17/2020	12/21/2020	31.51	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	116763	INV/158363	12/17/2020	12/21/2020	252.80	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	116763	INV/158365	12/21/2020	12/21/2020	552.71	SJC Aging	104678325 - Meals - Blandling
Packard Wholesale Co.	116763	INV/158643	12/21/2020	12/21/2020	636.34	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	116763	INV/158661	12/17/2020	12/21/2020	34.31	SJC Sheriff's Office	104161480 - Special Department Su
Packard Wholesale Co.	116763	INV/158663	12/21/2020	12/21/2020	200.87	SJC Aging	104678325 - Meals - Blandling
Packard Wholesale Co.	116763	INV/158667	12/17/2020	12/21/2020	139.42	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	116763	INV/158669	12/17/2020	12/21/2020	323.82	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	116763	INV/158672	12/17/2020	12/21/2020	31.72	SJC Sheriff's Office	104161480 - Special Department Su
Packard Wholesale Co.	116763	INV/158674	12/17/2020	12/21/2020	53.97	SJC Sheriff's Office	104161480 - Special Department Su
Packard Wholesale Co.	116763	INV/158676	12/17/2020	12/21/2020	33.03	SJC Sheriff's Office	104230350 - State Prisoner Expens
					\$2,581.26		
					<b>\$2,581.26</b>		
Purchase Power	116759	PP20201217135	12/18/2020	12/21/2020	2,020.99	SJC Sheriff Dept	104230241 - Postage
					<b>\$2,020.99</b>		



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Quill Corporation	116739	12526384	12/21/2020	12/21/2020	19.38	SJC Aging	104225240 - Office Expense
Quill Corporation	116739	12526384	12/21/2020	12/21/2020	96.90	SJC Aging	104671240 - Office Expense
Quill Corporation	116739	12529058	12/21/2020	12/21/2020	23.53	SJC Aging	104671240 - Office Expense
Quill Corporation	116739	12693068	12/21/2020	12/21/2020	5.41	SJC Aging	104679240 - Office Expense
Quill Corporation	116739	1272795	12/21/2020	12/21/2020	84.80	SJC Aging	104679240 - Office Expense
Quill Corporation	116739	12731355	12/21/2020	12/21/2020	256.32	SJC Aging	104682240 - Office Expense
					<b>\$486.34</b>		
Recapture Lodge	116775	2020122109125	12/21/2020	12/21/2020	5,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
					<b>\$5,000.00</b>		
Redd's Ace Hardware	116732	387994	12/21/2020	12/21/2020	14.99	SJC Public Safety	104166260 - Buildings and Grounds
Redd's Ace Hardware	116732	390895	12/21/2020	12/21/2020	107.94	SJC Library	724168260 - Buildings and Grounds
Redd's Ace Hardware	116732	392562	12/17/2020	12/21/2020	2.59	SJC Ambulance	264350610 - Miscellaneous Supplie
Redd's Ace Hardware	116732	399837	12/17/2020	12/21/2020	84.97	SJC Communications	104574610 - Miscellaneous Supplie
					<b>\$210.49</b>		
Rocky Mountain Power	116744	RMP202012171	12/18/2020	12/21/2020	155.38	59288636-0037	104574270 - Utilities
Rocky Mountain Power	116744	RMP202012180	12/21/2020	12/21/2020	98.36	59288636-0086 Mex Hat Fire Station	104225270 - Utilities
Rocky Mountain Power	116744	RMP202012180	12/21/2020	12/21/2020	50.57	73241784-0038 SJC Fire Control	104225270 - Utilities
Rocky Mountain Power	116744	RMP202012180	12/21/2020	12/21/2020	54.43	59288636-0045 Fire House/	104225270 - Utilities
Rocky Mountain Power	116744	RMP202012180	12/21/2020	12/21/2020	474.94	73241784-0020 Lasal Fire	104225270 - Utilities
					<b>\$833.68</b>		
Saint Danes Cabins	116753	2020122109111	12/21/2020	12/21/2020	2,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
					<b>\$2,000.00</b>		
Salt Lake Community College	116740	2020.11.5	12/17/2020	12/21/2020	507.40	SJC Jail	104210230 - Travel Expense
					<b>\$507.40</b>		
Salt Lake Wholesale Sports	116750	6662	12/17/2020	12/21/2020	1,245.15	SJC Sheriff Office	104210610 - Miscellaneous Supplie
					<b>\$1,245.15</b>		
San Juan Building Supply Inc.	116768	2012-152058	12/17/2020	12/21/2020	4,726.25	SJC Ambulance	104150920 - Cares Act Expenses
					<b>\$4,726.25</b>		
San Juan Inn & Trading Post	116758	2020122109085	12/21/2020	12/21/2020	2,000.00	SJC Cares Grant	104150920 - Cares Act Expenses
					<b>\$2,000.00</b>		
San Juan Record	116716	158767	12/17/2020	12/21/2020	9.80	SJC Clerk	104142220 - Public Notices
					<b>\$9.80</b>		
SJC Sheriff	116735	21F08-P-005	12/18/2020	12/21/2020	273.00	Task Force Overtime	104211110 - Salaries and Wages
					<b>\$273.00</b>		

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Southwest Colorado TV	116791	11-23-2020	12/21/2020	12/21/2020	80,320.00	SJC CARES ACT	104150920 - Cares Act Expenses
Sutter Axland PLLC	116733	354	12/21/2020	12/21/2020	<b>\$80,320.00</b>	SJC Attorney	104156310 - Professional and Tech
The Go Travel Sites	116783	14685	12/21/2020	12/21/2020	<b>\$245.00</b>	SJC Econ Dev	104193620 - Miscellaneous Service
USU	116788	NCT1006	12/21/2020	12/21/2020	<b>\$7,500.00</b>	SJC CARES ACT	104150920 - Cares Act Expenses
Utah Dept of Ag and Food	116780	UDAF20201217	12/18/2020	12/21/2020	<b>\$15,000.00</b>	SJC Assessor	104150310 - Professional and Tech
Utah Labor Commission	116724	ULC2020121714	12/18/2020	12/21/2020	<b>\$6,000.00</b>	SJC Public Safety Building	104161250 - Equipment Operation
Ute Mountain Ute Tribe	116778	2020122109095	12/21/2020	12/21/2020	<b>\$60.00</b>	SJC CARES ACT	104150920 - Cares Act Expenses
Verizon Wireless	116738	9866976809	12/17/2020	12/21/2020	<b>\$5,000.00</b>	365507784-00001	104574280 - Telephone
Verizon Wireless	116738	9867004349	12/18/2020	12/21/2020	130.52	665507629-00003	104211610 - Miscellaneous Supplie
					<b>\$387.31</b>		
Wayside Motor Inn	116779	2020122109085	12/21/2020	12/21/2020	<b>\$387.31</b>	SJC Cares Grant	104150920 - Cares Act Expenses
Wilbur-Ellis Company	116764	13857781	12/21/2020	12/21/2020	<b>\$5,000.00</b>	SJC Weed Dept	104256610 - Miscellaneous Supplie
Zones LLC	116784	K16330000101	12/18/2020	12/21/2020	<b>\$2,792.60</b>	SJC Cares Act	104150920 - Cares Act Expenses
Zones LLC	116784	K16330000102	12/18/2020	12/21/2020	1,958.75	SJC Cares Act	104150920 - Cares Act Expenses
Zones LLC	116784	K16330000103	12/18/2020	12/21/2020	1,256.00	SJC Cares Act	104150920 - Cares Act Expenses
					4,386.00	SJC Cares Act	104150920 - Cares Act Expenses
					<b>\$7,600.75</b>		
					<b>\$7,600.75</b>		
					<b>\$341,067.26</b>		

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Adair, Todd	116792	EV20201222082	12/22/2020	12/29/2020	61.00	CDL License Renewal	214414620 - Miscellaneous Service
Air Comm	116793	116421	12/29/2020	12/29/2020	7,182.45	Radio Installations	104150920 - Cares Act Expenses
AJC Architects	116794	2020-54.0103	12/29/2020	12/29/2020	19,125.00	SJC Public Safety Building	104150920 - Cares Act Expenses
Alvarado, Monica	116795	EV20201222082	12/22/2020	12/29/2020	62.07	Purchase Reimbursement	214414240 - Office Expense
Amerigas Propane LP	116796	3115458064	12/29/2020	12/29/2020	129.17	200752247	104225270 - Utilities
Amerigas Propane LP	116796	3115458065	12/29/2020	12/29/2020	160.01	200752247	104225270 - Utilities
					\$289.18		
					<b>\$289.18</b>		
Best Deal Spring Inc.	116797	20003384-00	12/22/2020	12/29/2020	54.50	SJC Road Dept	214412250 - Equipment Operation
Best Deal Spring Inc.	116797	2003385-00	12/22/2020	12/29/2020	129.74	SJC Road Dept	214412250 - Equipment Operation
					\$184.24		
					<b>\$184.24</b>		
Blue Mountain Foods	116798	112769	12/29/2020	12/29/2020	8.06	SJC Library	724581610 - Miscellaneous Supplie
Blue Mountain Foods	116798	112770	12/29/2020	12/29/2020	13.87	SJC Library	724581610 - Miscellaneous Supplie
					\$21.93		
					<b>\$21.93</b>		
Blue Mountain Meats Inc.	116799	392392	12/14/2020	12/29/2020	-2.72	SJC Sheriff	104230480 - Kitchen Food
Blue Mountain Meats Inc.	116799	393555	12/29/2020	12/29/2020	107.59	La Sal Senior Center	104678328 - Meals - La Sal
Blue Mountain Meats Inc.	116799	393927	11/20/2020	12/29/2020	582.11	Aging	104678328 - Meals - La Sal
Blue Mountain Meats Inc.	116799	394098	12/29/2020	12/29/2020	231.69	La Sal Senior Center	104678328 - Meals - La Sal
Blue Mountain Meats Inc.	116799	394368	12/29/2020	12/29/2020	10.00	La Sal Senior Center	104678328 - Meals - La Sal
Blue Mountain Meats Inc.	116799	394833	12/29/2020	12/29/2020	35.09	La Sal Senior Center	104678328 - Meals - La Sal
Blue Mountain Meats Inc.	116799	395045	12/29/2020	12/29/2020	878.03	La Sal Senior Center	104678328 - Meals - La Sal
					\$1,841.79		
					<b>\$1,841.79</b>		
Blue Mountain Shadows	116800	BMS2020214	12/29/2020	12/29/2020	6,178.07	SJC Historical Commission	104575620 - Miscellaneous Service
					<b>\$6,178.07</b>		
Bradford Tire	116801	65952	12/22/2020	12/29/2020	12.00	SJC Road Dept	214412250 - Equipment Operation
					<b>\$12.00</b>		
Brantley Distributing LLC.	116802	20113940	12/22/2020	12/29/2020	122.60	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	116802	20114060	12/22/2020	12/29/2020	551.35	SJC Road	214412250 - Equipment Operation
					\$673.95		
					<b>\$673.95</b>		

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Cintas Corporation #108	116804	4070306131	12/22/2020	12/29/2020	34.80	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	116804	4070306131	12/22/2020	12/29/2020	44.55	SJC Road Dept	102229000 - Other Deductions Paya
Cintas Corporation #108	116804	4070306131	12/22/2020	12/29/2020	1,152.00	SJC Road Dept	104150920 - Cares Act Expenses
Cintas Corporation #108	116804	4070881015	12/22/2020	12/29/2020	34.80	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	116804	4070881015	12/22/2020	12/29/2020	44.55	SJC Road Dept	102229000 - Other Deductions Paya
					<b>\$1,310.70</b>		
					<b>\$1,310.70</b>		
Delta Rigging & Tools Inc.	116805	GRA_PSI000790	12/22/2020	12/29/2020	213.75	SJC Road	214412250 - Equipment Operation
Delta Rigging & Tools Inc.	116805	GRA_PSI000790	12/22/2020	12/29/2020	171.00	SJC Road	214412250 - Equipment Operation
Delta Rigging & Tools Inc.	116805	GRA_PSI000791	12/22/2020	12/29/2020	236.53	SJC Road	214412250 - Equipment Operation
Delta Rigging & Tools Inc.	116805	GRA_PSI000791	12/22/2020	12/29/2020	265.00	SJC Road	214412250 - Equipment Operation
					<b>\$886.28</b>		
					<b>\$886.28</b>		
Dominion Energy	116806	2020122309392	12/29/2020	12/29/2020	41.46	4922180000 835 E Central Office	104225270 - Utilities
Dominion Energy	116806	2020122309392	12/29/2020	12/29/2020	41.46	4922180000 835 E Central Office	104255270 - Utilities
Dominion Energy	116806	2020122309392	12/29/2020	12/29/2020	41.47	4922180000 835 E Central Office	264350270 - Utilities
Dominion Energy	116806	DE20201222-08	12/22/2020	12/29/2020	146.84	7624767442 881 E Center	104225270 - Utilities
					<b>\$271.23</b>		
					<b>\$271.23</b>		
DTS - State of Utah	116807	2105R33700000	12/21/2020	12/29/2020	123.86	SJC Attorney	104145482 - Law Library Supplies
					<b>\$123.86</b>		
					<b>\$123.86</b>		
eClinicalWorks LLC	116808	0002013168	12/22/2020	12/29/2020	599.00	SJC Public Health	255008.242 - Indirect Nursing Softw
					<b>\$599.00</b>		
					<b>\$599.00</b>		
Four States Tire & Service	116809	342772	12/22/2020	12/29/2020	1,819.31	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	116809	343017	12/22/2020	12/29/2020	943.98	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	116809	343171	12/22/2020	12/29/2020	-1,819.31	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	116809	343173	12/22/2020	12/29/2020	1,370.52	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	116809	343209	12/22/2020	12/29/2020	1,394.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	116809	343241	12/22/2020	12/29/2020	894.80	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	116809	343403	12/22/2020	12/29/2020	306.00	SJC Road	214412250 - Equipment Operation
					<b>\$4,909.30</b>		
					<b>\$4,909.30</b>		
Frontier	116810	202012230931	12/23/2020	12/29/2020	162.76	435-587-2797-030304-8	104225280 - Telephone
Frontier	116810	2020122309343	12/23/2020	12/29/2020	99.72	435-686-2315-022801-8	104225280 - Telephone
Frontier	116810	2020122309370	12/29/2020	12/29/2020	210.78	435-672-2390-091394-8	104672280 - Telephone
Frontier	116810	2020122309371	12/29/2020	12/29/2020	203.39	435-686-9990-051408-8	104672280 - Telephone
Frontier	116810	2020122309372	12/29/2020	12/29/2020	58.37	435-684-3576-051707-8	105430280 - Telephone
Frontier	116810	2020122309373	12/29/2020	12/29/2020	172.99	435-684-3589-081007-8	105430280 - Telephone

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Frontier	116810	2020122908434	12/29/2020	12/29/2020	55.73	435-587-3236-042790-8	104193280 - Telephone
Frontier	116810	2020122908435	12/29/2020	12/29/2020	55.73	435-587-3236-042790-8	104193280 - Telephone
Frontier	116810	FC20201222-08	12/22/2020	12/29/2020	76.92	435-651-3269-111692-8	214414280 - Telephone
					<b>\$1,096.39</b>		
Granger	116811	9743959869	12/29/2020	12/29/2020	74.88	SJC Admin Building	104161260 - Buildings and Grounds
					<b>\$74.88</b>		
Grand Junction Peterbilt	116812	187055	12/22/2020	12/29/2020	129.12	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	116812	187151	12/22/2020	12/29/2020	243.85	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	116812	187525	12/22/2020	12/29/2020	205.32	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	116812	187662	12/22/2020	12/29/2020	291.20	SJC Road Dept	214412250 - Equipment Operation
					<b>\$869.49</b>		
Grayson Storage	116813	GSS2020122170	12/22/2020	12/29/2020	40.00	San Juan Public Health	255310.260 - PHEP Preparedness
					<b>\$40.00</b>		
Hawkins, Clark	116814	EV20201222081	12/22/2020	12/29/2020	25.39	Purchase reimbursement	214414240 - Office Expense
					<b>\$25.39</b>		
Hoggard, Dennis	116815	MR20201222105	12/22/2020	12/29/2020	14.00	Meal Reimbursement	264350230 - Travel Expense
Hoggard, Dennis	116815	MR20201222105	12/22/2020	12/29/2020	20.00	Meal Reimbursement	264350230 - Travel Expense
					<b>\$34.00</b>		
Hoggard, Jeremy	116816	MR20201222105	12/22/2020	12/29/2020	20.00	Meal Reimbursement	264350230 - Travel Expense
					<b>\$20.00</b>		
Holland Equipment Company	116817	78330	12/22/2020	12/29/2020	167.58	SJC Road Dept	214412250 - Equipment Operation
Holland Equipment Company	116817	78457	12/22/2020	12/29/2020	42.16	SJC Road Dept	214412250 - Equipment Operation
					<b>\$209.74</b>		
Homestead Steak House	116818	SHH	12/22/2020	12/29/2020	193.50	SJC Public Health	255012.620 - Local General Health
					<b>\$193.50</b>		
Hudson Printing	116819	86157.01	12/29/2020	12/29/2020	7,501.55	SJC Visitors Center	104193620 - Miscellaneous Service
					<b>\$7,501.55</b>		
ImageNet Consulting LLC	116820	CNIN125241FA	12/29/2020	12/29/2020	35.24	Non Departmental	104150240 - Office Expense
ImageNet Consulting LLC	116820	CNIN125436FA	12/29/2020	12/29/2020	357.84	Non Departmental	104150240 - Office Expense
					<b>\$393.08</b>		
					<b>\$393.08</b>		

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Jones & Demille Engineering	116821	0123949	12/29/2020	12/29/2020	1,534.00	Navajo Mtn Spring Line Rehab	104850623 - UNRF Projects
Kaleikini, Keana	116822	EV20201221170	12/22/2020	12/29/2020	\$1,534.00		
					225.00	SJPH	255020.242 - Epi-Covid DREAM &
					<b>\$225.00</b>		
Larry H. Miller	116823	309540	12/22/2020	12/29/2020	45.36	SJC Road Dept	214412250 - Equipment Operation
					<b>\$45.36</b>		
MACS Worldwide	116824	EV20201222101	12/22/2020	12/29/2020	80.00	SJC Road Dept	214414330 - Employee Education
					<b>\$80.00</b>		
Monticello Home & Auto Supply	116825	505658	12/22/2020	12/29/2020	14.37	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	116825	505660	12/22/2020	12/29/2020	14.99	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	116825	505914	12/22/2020	12/29/2020	102.58	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	116825	505960	12/22/2020	12/29/2020	94.54	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	116825	506223	12/22/2020	12/29/2020	5.40	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	116825	506245	12/22/2020	12/29/2020	49.36	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	116825	506552	12/22/2020	12/29/2020	130.41	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	116825	506568	12/22/2020	12/29/2020	259.48	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	116825	506603	12/22/2020	12/29/2020	147.26	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	116825	506633	12/22/2020	12/29/2020	-147.26	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	116825	506634	12/22/2020	12/29/2020	-9.00	SJC Road	214412250 - Equipment Operation
Monticello Home & Auto Supply	116825	506837	12/22/2020	12/29/2020	15.99	SJC Maintenance	104161480 - Special Department Su
Monticello Home & Auto Supply	116825	509596	12/22/2020	12/29/2020	180.47	SJC Road	214412250 - Equipment Operation
					<b>\$858.59</b>		
Monticello Mercantile	116826	C194667	12/22/2020	12/29/2020	69.99	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	116826	C195928	12/22/2020	12/29/2020	4.99	SJC Landfill	104147610 - Miscellaneous Supplie
Monticello Mercantile	116826	C195950	12/22/2020	12/29/2020	5.49	SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	116826	C196041	12/22/2020	12/29/2020	19.48	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	116826	C196210	12/22/2020	12/29/2020	9.98	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	116826	E18038	12/22/2020	12/29/2020	521.89	SJC Road	214414250 - Equipment Operation
					<b>\$631.82</b>		
Motorola Solutions	116827	16130863	12/22/2020	12/29/2020	60,007.65	SJC CARES ACT	104150920 - CareS Act Expenses
					<b>\$60,007.65</b>		
Navajo Tribal Utility/Authority	116828	31001775035	12/17/2020	12/29/2020	203.78	60271007 - SJC Fire	104225270 - Utilities
Navajo Tribal Utility/Authority	116828	34001305511	12/22/2020	12/29/2020	30.31	60378368 4000 W HWY 163	214414270 - Utilities
Navajo Tribal Utility/Authority	116828	34001305513	12/22/2020	12/29/2020	36.56	60378371 Along Hwy 162	104850730 - Improvements Other T
Navajo Tribal Utility/Authority	116828	35001258748	12/29/2020	12/29/2020	136.01	60378369	104514270 - Utilities
					<b>\$406.66</b>		
					<b>\$406.66</b>		

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Nicholas & Company	116829	7427748	12/29/2020	12/29/2020	1,345.32	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	116829	7427750	12/29/2020	12/29/2020	536.95	SJC Aging	104678328 - Meals - La Sal
Nicholas & Company	116829	7427751	12/29/2020	12/29/2020	396.28	SJC Aging	104678329 - Meals - Bluff
					<b>\$2,278.55</b>		
Office Depot	116830	139573234001	12/22/2020	12/29/2020	59.34	SJC Public Health	255111.240 - WIC Administration Of
Office Depot	116830	139574787001	12/22/2020	12/29/2020	90.26	SJC Public Health	255111.240 - WIC Administration Of
Office Depot	116830	139574798001	12/22/2020	12/29/2020	59.38	SJC Public Health	255111.240 - WIC Administration Of
Office Depot	116830	139574808001	12/22/2020	12/29/2020	15.24	SJC Public Health	255111.240 - WIC Administration Of
					<b>\$224.22</b>		
Packard Wholesale Co.	116831	INV/158687	12/22/2020	12/29/2020	93.36	SJC Public Health	255007.260 - Indirect Admin Buildin
Packard Wholesale Co.	116831	INV/158692	12/29/2020	12/29/2020	48.00	SJC Aging	104678328 - Meals - La Sal
Packard Wholesale Co.	116831	INV/158705	12/29/2020	12/29/2020	146.56	SJC Aging	104678328 - Meals - La Sal
Packard Wholesale Co.	116831	INV/158936	12/29/2020	12/29/2020	236.33	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	116831	INV/158944	12/29/2020	12/29/2020	148.41	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	116831	INV/158983	12/29/2020	12/29/2020	185.60	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	116831	INV/159179	12/29/2020	12/29/2020	558.18	SJC Annex	104165480 - Special Department Su
Packard Wholesale Co.	116831	INV/159217	12/29/2020	12/29/2020	381.42	SJC Annex	104165480 - Special Department Su
					<b>\$1,797.86</b>		
Payroll Forms Com	116832	13209	12/22/2020	12/29/2020	147.67	SJC Road Department	214414240 - Office Expense
					<b>\$147.67</b>		
Peak JCB	116833	S-0092636	12/22/2020	12/29/2020	769.74	SJC Road	214412250 - Equipment Operation
Peak JCB	116833	S-0092795	12/22/2020	12/29/2020	1,877.30	SJC Road	214412250 - Equipment Operation
Peak JCB	116833	S-0092989	12/22/2020	12/29/2020	2,002.94	SJC Road	214412250 - Equipment Operation
					<b>\$4,649.98</b>		
Petty Cash	116834	EVSCAN_0025	12/22/2020	12/29/2020	2.59	SJC Library	724581610 - Miscellaneous Supplie
Petty Cash	116834	EVSCAN_0025	12/22/2020	12/29/2020	16.86	SJC Library	724581480 - Collection Developmen
Petty Cash	116834	EVSCAN_0025	12/22/2020	12/29/2020	32.10	SJC Library	724581241 - Postage
Petty Cash	116834	EVSCAN_0025	12/22/2020	12/29/2020	124.17	SJC Library	724581240 - Office Expense
Petty Cash	116834	EVSCAN_0025	12/22/2020	12/29/2020	133.28	SJC Library	724581620 - Special Programs
					<b>\$309.00</b>		
Public Employees Health Program	116835	PHEP20201222	12/22/2020	12/29/2020	33.25	Active Employee Premium	104230310 - Professional and Tech
					<b>\$33.25</b>		
Quill Corporation	116836	12523218	12/29/2020	12/29/2020	4.84	3975560	104682240 - Office Expense
Quill Corporation	116836	12523218	12/29/2020	12/29/2020	14.52	3975560	104411110 - Salaries and Wages
Quill Corporation	116836	12523218	12/29/2020	12/29/2020	14.52	3975560	104671240 - Office Expense

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Quill Corporation	116836	12523218	12/29/2020	12/29/2020	19.38	3975560	104671240 - Office Expense
Quill Corporation	116836	12523218	12/29/2020	12/29/2020	38.76	3975560	104671240 - Office Expense
Quill Corporation	116836	12523218	12/29/2020	12/29/2020	38.76	3975560	104671240 - Office Expense
Quill Corporation	116836	12523218	12/29/2020	12/29/2020	58.14	3975560	574424240 - Office Expense
Quill Corporation	116836	12523218	12/29/2020	12/29/2020	288.26	3975560	104671240 - Office Expense
Quill Corporation	116836	12642006	12/29/2020	12/29/2020	75.28	SJC Library	724581250 - Computer Maintenance
Quill Corporation	116836	12642006	12/29/2020	12/29/2020	164.73	SJC Library	724581240 - Office Expense
Quill Corporation	116836	12945826	12/29/2020	12/29/2020	258.95	SJC Aging	104671240 - Office Expense
					<b>\$976.14</b>		
Redd's Ace Hardware	116837	386880	12/29/2020	12/29/2020	3.39	SJC Library	724581610 - Miscellaneous Supplie
Redd's Ace Hardware	116837	387643	12/29/2020	12/29/2020	17.96	SJC Library	724581610 - Miscellaneous Supplie
Redd's Ace Hardware	116837	399523	12/22/2020	12/29/2020	45.56	SJC Public Safety	255007.240 - Indirect Admin Office
Redd's Ace Hardware	116837	399737	12/22/2020	12/29/2020	12.43	SJC Public Safety	255740.241 - State LHD Evirion Post
Redd's Ace Hardware	116837	400032	12/22/2020	12/29/2020	4.99	SJC Public Safety	214414260 - Buildings and Grounds
Redd's Ace Hardware	116837	400072	12/22/2020	12/29/2020	21.58	SJC Public Safety	104161610 - Miscellaneous Supplie
Redd's Ace Hardware	116837	400289	12/29/2020	12/29/2020	20.85	SJC Library	724581620 - Special Programs
Redd's Ace Hardware	116837	400320	12/22/2020	12/29/2020	49.99	SJC Aging	104676260 - Buildings and Grounds
Redd's Ace Hardware	116837	400539	12/29/2020	12/29/2020	-15.29	SJC Library	724581620 - Special Programs
					<b>\$161.46</b>		
Rocky Mountain Power	116838	2020122309354	12/03/2020	12/29/2020	68.37	59271696-0022 Lasal Fire	104225270 - Utilities
					<b>\$68.37</b>		
San Juan Building Supply Inc.	116839	2012-151013	12/22/2020	12/29/2020	108.92	SJC Road Dept	214412250 - Equipment Operation
					<b>\$108.92</b>		
San Juan Clinic	116840	EV20201222102	12/22/2020	12/29/2020	72.00	JAME3	214414620 - Miscellaneous Service
					<b>\$72.00</b>		
San Juan Health Services	116841	12142020	12/22/2020	12/29/2020	58.33	SJC Public Health	255007.260 - Indirect Admin Buildin
					<b>\$58.33</b>		
San Juan Record	116842	158769	12/22/2020	12/29/2020	81.90	SJC Economic Dev	104192220 - Public Notices
San Juan Record	116842	158769	12/22/2020	12/29/2020	94.50	SJC Economic Dev	104193210 - Subscriptions and Me
					<b>\$176.40</b>		
Sorenson Advertising, dba Relic A	116843	206225	12/29/2020	12/29/2020	4,750.00	SJC Tourism	104193620 - Miscellaneous Service
					<b>\$4,750.00</b>		
Southwest Colorado TV	116844	12-21-2020	12/22/2020	12/29/2020	25,000.00	SJC CARES ACT	104150920 - Care Act Expenses
					<b>\$25,000.00</b>		
Tiefenbach North America LLC	116845	398768	12/22/2020	12/29/2020	16.86	SJC Road Dept	214412250 - Equipment Operation



**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 12/22/2020 to 12/29/2020**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Tiefenbach North America LLC	116845	398769	12/22/2020	12/29/2020	11.24	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	116845	398770	12/22/2020	12/29/2020	30.96	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	116845	398771	12/22/2020	12/29/2020	36.00	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	116845	398772	12/22/2020	12/29/2020	4.64	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	116845	399358	12/22/2020	12/29/2020	19.64	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	116845	399359	12/22/2020	12/29/2020	20.44	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	116845	399360	12/22/2020	12/29/2020	15.20	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	116845	399361	12/22/2020	12/29/2020	32.52	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	116845	399362	12/22/2020	12/29/2020	24.70	SJC Road Dept	214412250 - Equipment Operation
					<b>\$212.20</b>		
USU	116846	A35629-20-11	12/29/2020	12/29/2020	17.99	A35629-584500	104610610 - Miscellaneous Supplie
USU	116846	A35629-20-11	12/29/2020	12/29/2020	100.00	A35629-584500	104610220 - Public Notices
USU	116846	A35629-20-11	12/29/2020	12/29/2020	107.60	A35629-584500	104610280 - Telephone
USU	116846	A35629-20-11	12/29/2020	12/29/2020	119.15	A35629-584500	104610240 - Office Expense
USU	116846	A35629-20-11	12/29/2020	12/29/2020	135.00	A35629-584500	104610210 - Subscriptions and Me
USU	116846	A35629-20-11	12/29/2020	12/29/2020	141.35	A35629-584500	104610480 - Special Department Su
USU	116846	A35629-20-11	12/29/2020	12/29/2020	250.00	A35629-584500	104610230 - Travel Expense
USU	116846	A35629-20-11	12/29/2020	12/29/2020	2,468.02	A35629-584500	104610620 - Miscellaneous Service
					<b>\$3,339.11</b>		
Utah State Tax Commission	116847	21-045	12/29/2020	12/29/2020	1,441.00	SJC Assessor Auditor Services	104146310 - Professional and Tech
					<b>\$1,441.00</b>		
Utah Telehealth Network	116848	35815	12/22/2020	12/29/2020	481.00	San Juan Public Health	255007.280 - Indirect Admin Teleph
					<b>\$481.00</b>		
Verizon Wireless	116849	0989092564	12/23/2020	12/29/2020	100.51	365506834-00001	104225280 - Telephone
Verizon Wireless	116849	9868598811	12/29/2020	12/29/2020	70.70	365552000-00001	104679280 - Telephone
Verizon Wireless	116849	9868598811	12/29/2020	12/29/2020	106.39	365552000-00001	104672280 - Telephone
Verizon Wireless	116849	9868598811	12/29/2020	12/29/2020	644.06	365552000-00001	104676610 - Miscellaneous Supplie
Verizon Wireless	116849	9868598812	12/22/2020	12/29/2020	53.22	365552000-00002	104193280 - Telephone
Verizon Wireless	116849	9869083260	12/29/2020	12/29/2020	78.48	265508079-00001	104255280 - Telephone
Verizon Wireless	116849	9869101728	12/29/2020	12/29/2020	8.43	465505932-00001	104255280 - Telephone
Verizon Wireless	116849	9869111023	12/29/2020	12/29/2020	77.16	565508016-00001	104161280 - Telephone
Verizon Wireless	116849	9869120241	12/29/2020	12/29/2020	8.43	665505466-00001	104255280 - Telephone
Verizon Wireless	116849	9869120307	12/29/2020	12/29/2020	62.51	665507629-00005	104242280 - Telephone
Verizon Wireless	116849	9869129272	12/29/2020	12/29/2020	54.63	765507047-00001	104112280 - Telephone
Verizon Wireless	116849	9869129272	12/29/2020	12/29/2020	146.45	765507047-00001	104111280 - Telephone
Verizon Wireless	116849	9869129293	12/29/2020	12/29/2020	53.22	765508819-00001	104675280 - Telephone
Verizon Wireless	116849	9869129293	12/29/2020	12/29/2020	106.44	765508819-00001	104679280 - Telephone
					<b>\$1,570.63</b>		
Western Service Center	116850	PIN016066	12/22/2020	12/29/2020	150.87	SJC Road Dept. - SAN002	214412250 - Equipment Operation
					<b>\$150.87</b>		

**San Juan County  
Check Register**

Item 4.

**General Fund Checking - Zions 566101143 - 12/22/2020 to 12/29/2020**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Wheeler Machinery Company	116851	PS001068030	12/22/2020	12/29/2020	625.78	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	116851	PS001069281	12/22/2020	12/29/2020	2,901.18	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	116851	PS001069879	12/22/2020	12/29/2020	103.80	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	116851	PS001070461	12/22/2020	12/29/2020	54.46	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	116851	PS001071176	12/22/2020	12/29/2020	169.98	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	116851	PS001071886	12/22/2020	12/29/2020	433.35	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	116851	PS001072925	12/22/2020	12/29/2020	430.53	SJC Road Dept	214412250 - Equipment Operation
					<b>\$4,719.08</b>		
Willow Creek Salt Company	116852	2531	12/22/2020	12/29/2020	2,088.68	SJC Road	214415410 - Road Supplies
					<b>\$2,088.68</b>		
					<b>\$176,155.12</b>		



## COMMISSION STAFF REPORT

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**MEETING DATE:** January 5, 2021

**SUBMITTED BY:** Natalie Randall, Director Economic Development and Visitor Services

**TITLE:** Granicus Subscription Renewal

**RECOMMENDATION:** Approval of Renewal

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### SUMMARY

Granicus - Host Compliance is a tool used by Economic Development, Visitor Services, and the Assessor's offices. This tool showcases short term rental properties located in San Juan County, and allows SJC departments to cross reference with business licensing, building, and taxing compliance. Recently Host Compliance shifted to new ownership Granicus, and requires a subscription renewal to be signed for the period of 3/19/21-3/18/22.

In 2019 San Juan County tax records showed 7 nightly rentals, with this software SJC Assessor's office was able to appropriately access 65 additional properties. This yielded an additional \$152,886.15 in property taxes collected in 2020.

### HISTORY/PAST ACTION

Approval for onboarding software in 2019.

### FISCAL IMPACT

\$23,685.66 annual subscription

## Second Amendment to the Host Compliance Services Agreement between Granicus, LLC and San Juan County, UT

This Second Amendment to the Host Compliance, LLC (hereinafter referred to as "Host Compliance") Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and San Juan County, UT (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Host Compliance entered into an Agreement effective November 2, 2018 (the "Agreement"); and

WHEREAS, through an acquisition on November 8, 2019, Granicus purchased substantially all of the assets of Host Compliance; and

WHEREAS, Host Compliance desires to assign all of its rights, duties, benefits, and obligations under the Agreement to Granicus, and Granicus desires to accept and assume all of Host Compliance's rights, duties, benefits, and obligations under the Contract; and

WHEREAS, the Client desires to consent to such assumption; and

WHEREAS, in addition to Client's existing solution, Client wishes to maintain certain products and services as detailed in Q-124447, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Granicus accepts and assumes all rights, duties, benefits, and obligations of the Host Compliance Agreement, including all existing and future obligations to perform under the Agreement.
2. All references to Host Compliance, under the Agreement, shall hereinafter be referred to as Granicus.
3. The Client hereby consents to the foregoing assumption.
4. Compensation shall be amended to include the fees detailed in Exhibit A. Solutions in Exhibit A are not subject to any Trial Period or related terms and conditions. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
5. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
6. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

### Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

San Juan County, UT	Granicus
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

# Exhibit A

## Granicus Budgetary Proposal for San Juan County UT

**Please note: This is not an invoice. This is a budgetary proposal that outlines the products and fees associated with the subscription renewal. Please inform the Granicus Contact listed below if you wish to issue a PO against this budgetary proposal.**

### Granicus Contact

**Name:** Olivia Rockwell  
**Phone:**  
**Email:** olivia.rockwell@granicus.com

### Proposal Details

**Quote Number:** Q-124447  
**Prepared On:** 12/3/2020  
**Valid Through:** 3/18/2021

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Currency:** USD  
**Current Subscription End Date:** 3/18/2021  
**Period of Performance:** 3/19/2021 - 3/18/2022

### Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$12,834.65
Compliance Monitoring	Annual	1 Each	\$5,562.00
Rental Activity Monitoring Lite	Annual	1 Each	\$5,289.01
<b>SUBTOTAL:</b>			<b>\$23,685.66</b>

### Terms and Conditions

- The terms and conditions set forth in the Agreement effective 11/2/2018 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of San Juan County UT to provide applicable exemption certificate(s).

- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-124447 dated 12/3/2020 are incorporated into this Purchase Order by reference.



GOULDING'S

**MONUMENT VALLEY  
TRADING POST and LODGE**

Navajo Rugs • Indian Jewelry  
UTAH • ARIZONA

BOX 360001 • MONUMENT VALLEY, UTAH 84536-0001

LODGE: 435-727-3231 • FAX: 435-727-3344

E-MAIL: [gouldings@gouldings.com](mailto:gouldings@gouldings.com) • WEB: [www.gouldings.com](http://www.gouldings.com)

Item 6.

12/18/2020

Mrs. Natalie Randal

San Juan Economic Development and Visitor Services

117 South Main Street

Po Box 490

Monticello, UT 84535

Dear Mrs. Randal:

I am writing to express my strong interest for consideration to serve as a board member for TTAB.

With over 21 years as an entrepreneur and known for delivering strong revenue and profit gains in highly competitive markets. With solid experience and strengths that encompass management, key account development, team development. I have extensive background in Marketing, Branding, PR, Advertising and Financial Metrics.

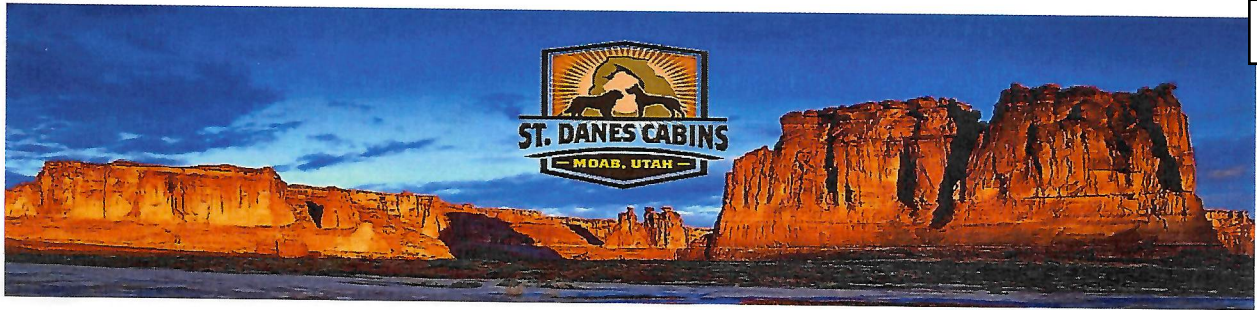
Thank you for your time and consideration.

Respectfully yours,

Monica LaFont

Goulding's Lodge & Tours Monument Valley

Marketing & Sales / Operation Manager



December 3, 2020

To Who it may concern,

I would like to express my interest in extending my tenure as a member of the TTAB. As a business owner, resident and property owner in Spanish Valley, I feel I can continue to bring perspective and insight to the table, while serving the best interests of the entire county.

(Resume Attached)

Sean Campbell

Owner/Operator

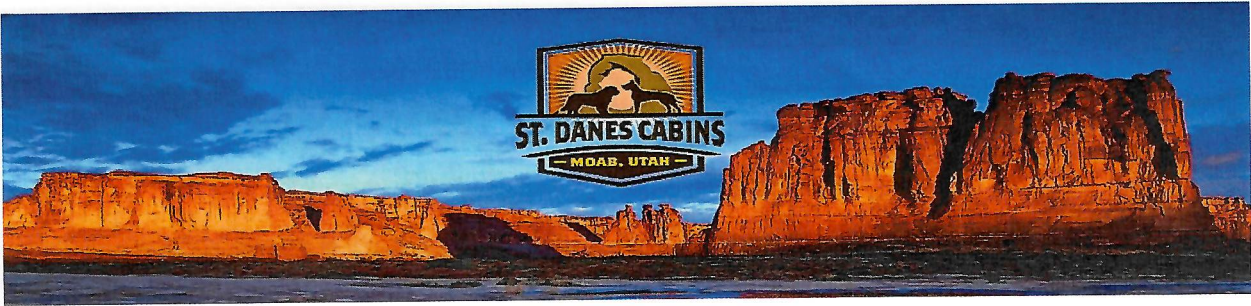
St. Dane's Cabins LLC

5501 US 191, Moab Utah 84532

(330) 998 – 1102

[scampbell8161@gmail.com](mailto:scampbell8161@gmail.com)





## WORK HISTORY

Saint Dane's Cabins & Campground

Oct 2017 – Present

Owner/Operator

Moab Gas Company

Sep 2020 – Present

Owner

TAP Worldwide LLC (dba 4Wheeldrive Hardware & 4Wheelparts)

Oct 2005 – Oct 2017

General Manager

Hilton Hotels Inc. (dba Cleveland Hilton East)

Sep 2000 – Oct 2005

F&B Manager

Marriott Hotels Inc. (dba Marriott Cleveland East)

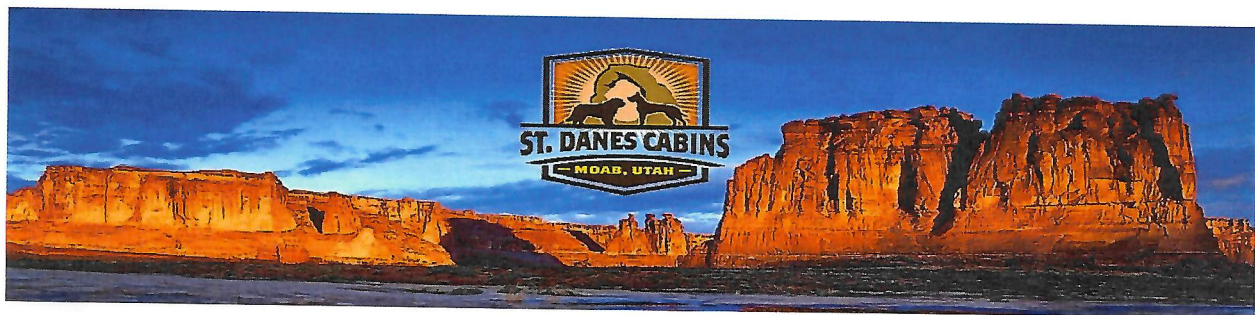
Oct 1997 – Sep 2000

F&B Manager

Calcara Entertainment Inc. (dba Senior Phroggs)

Aug 1994 – Oct 1997

General Manager



Automated Vendors Inc.

Jan 1991 – Aug 1994

Location Manager

United States Navy

Jun 1987 – Jan 1991

Fire Controlman 3<sup>rd</sup> Class

**EDUCATION**

Nordonia H.S.

1984 – 1987

General Diploma

Tidewater Community College

1989 – 1991

Associates Degree - Electrical Engineering

**References upon request**

## *La Posada Pintada*

239 N 7th E Bluff, Ut 84512

laposadapintada.com

Email: [laposadapintada@gmail.com](mailto:laposadapintada@gmail.com)

Phone: 435-459-2274

12/15/20

To Whom it may concern:

I am wishing to send my letter of intent to serve on the San Juan County Tourism Tax Advisory Board. I feel that I am qualified to serve the county on this board. I am the owner of La Posada Pintada in Bluff. La Posada Pintada is a small inn which has collected Transient Room Tax for the last 8 years. I am also the president of the Business Owners of Bluff. I have an interest in seeing that the tax monies collected in my industry are spent in an appropriate and fair manner to all communities in San Juan County in order to generate more tourism to our area.

Thank you for your consideration.

Best Regards,

Jennifer Davila  
Owner La Posada Pintada

# Jennifer Davila

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## Jennifer Davila

PO Box 219  
Bluff, UT 84512

435-459-2274  
laposadapintada@gmail.com

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### Skills

Managing owner of La Posada Pintada located in Bluff Utah, President of the Business Owners of Bluff, long term resident of San Juan County with a knowledge of the tourism trade as it pertains to our county residents.

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### Experience

#### La Posada Pintada / Managing Owner

November 2011 - PRESENT, Bluff Utah

La Posada Pintada was built by my husband and myself in Bluff Utah. The adobe inn was created to help fill the need of more lodging rooms in South Eastern Utah as well as creating more jobs in our small community. Having grown up in Bluff, I realized that it was where I needed to continue to call home. My husband and I made this possible by building our small inn in Bluff. We currently have 10 rooms and dreams to eventually expand to the property's 21 room capacity. The inn employees 6 people and it is my job to manage these employees and assure that La Posada Pintada continues to provide guests in our area an experience that they will want to return to again and again. I do a little bit of everything at the inn but am mostly focus on marketing, bookings and general staff management.

#### Business Owners of Bluff / President/Chairperson

Jan 2016 - PRESENT, Bluff Utah

Organizing meetings for a vibrant group of local businesses. Business Owners of Bluff (BOB) has been the equivalent to a Chamber of Commerce for about 30 years. This group has been responsible for bringing the Bluff Balloon Festival to the area for 21 years, and funding community projects such as: building renovations in the local community center, microwave wifi tower for Bluff and other community improvement projects. BOB has partnered closely with San Juan County and the State Office of Tourism to create most of the marketing of Bluff Utah.

#### Wild Rivers Expeditions / General Manager

1989 - 2006, Bluff Utah

As a family owned and operated business, Wild Rivers Expedition successfully brought tourists from all over the world to Bluff Utah. The focus of the business was to introduce and educate the public on the Cultural, Geographical and natural wonders of the San Juan River. Our moto was, "Education with an emphasis on pleasure."

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**Education**

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**Utah State University / B.S. Elementary Education**

Aug 2002 - May 2003, Blanding Utah

**Northern Arizona University / B.A. Liberal Studies with an  
emphasis in Outdoor Recreation**

Aug 1992 - May 1999, Flagstaff Arizona

**San Juan High School / High school diploma**

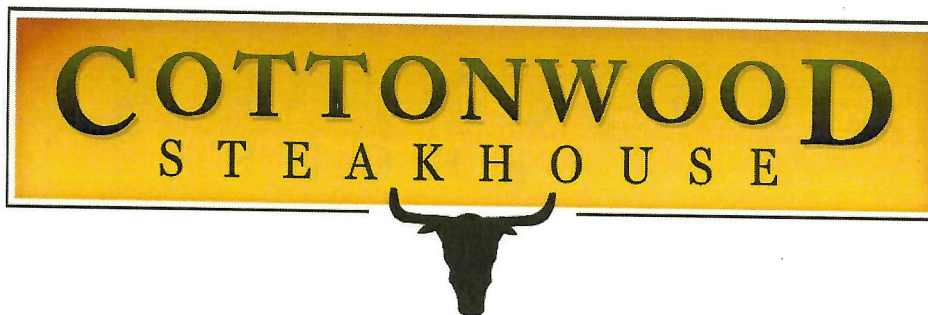
Graduating class 1992, Blanding Utah

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**Other**

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I feel that I am qualified for this position because I have a good understanding of the tourism industry and it's particular needs in San Juan County. I have attended various trade shows such as IPW and Go West representing the Business Owners of Bluff and my individual property. I have established relationships with many trade representatives both foriegn and domestic. Most of all I have a substantial investment in the San Juan County tourism industry and a desire to see all businesses in our area grow in a responsible manner that will bring success to the area.



December 16, 2020

**Re: Letter of Intent for Tourism Tax Advisory Board**

To Whom It May Concern:

Please consider this Letter of Intent for my re-appointment to the San Juan County Tourism Tax Advisory Board (TTAB).

Tourism is a vital industry to San Juan County. Most small business owners in San Juan County do not have the budget, time, knowledge, or vendor access needed to do state, national or international marketing. We are dependent on Visitor Services to keep visitors coming to San Juan County. In years past, the county has had sizeable tourism tax revenues. My interest in serving on the TTAB centers around how tourism tax revenues can be spent to optimally benefit small business owners throughout the county.

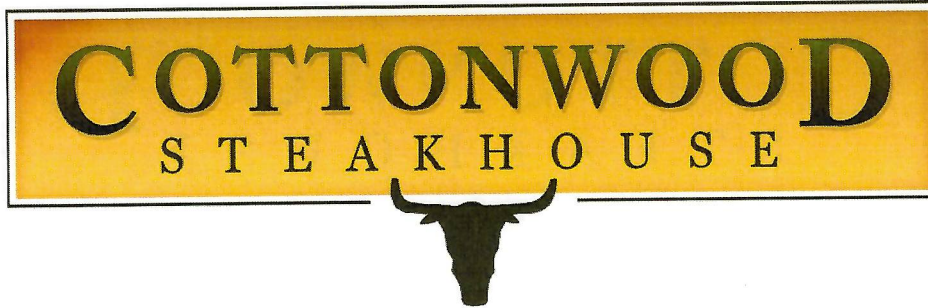
My qualifications include:

- **Past President of the Business Owners of Bluff (BOB).** I interacted with virtually all business owners in Bluff (lodging, guides, and shopping) and developed insight into their motivations and concerns.
- **Past Chair of the Bluff Service Area (BSA).** I gained an understanding of concerns that citizens have around tourism.
- **Past Vice-Chair of TTAB.** I am an enthusiastic supporter of the San Juan County Visitor Services team. I like working with the team and have tremendous respect for their many accomplishments. Previous board membership has provided me with an understanding of board dynamics and different community perspectives in our county.
- **Prior experience in sales and marketing in another industry.** Prior to owning the Cottonwood Steakhouse, I spent 26 years in sales and marketing management of a medical device company. I am familiar with the elements of budgeting, market segmentation, targeting, and promotion.
- **Hands-on restaurant owner in San Juan County for 14 years.** I speak with customers almost daily about their vacations—where they are from, what they have seen, and where they are going next. Through these customer interactions, I directly see the impact of county tourism activities as well as external factors such as currency fluctuations.

PO Box 313, BLUFF, UTAH, 84512  
WWW.COTTONWOODSTEAKHOUSE.COM

T: 435-672-2282  
EMAIL: COTTONWOODSTEAKHOUSE@GMAIL.COM

F: 435-672-2283



My wife and I own the Cottonwood Steakhouse in Bluff, Utah, an entity which collects Restaurant Tax.

In summary, I believe my experience will allow me to bring real world perspectives of small business owners to those who are developing budgets and initiatives for San Juan County tourism.

Thank you for your consideration. Please contact me if you have questions or need further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Reeb".

Richard Reeb  
Owner  
Cottonwood Steakhouse  
409 West Main  
P.O. Box 313  
Bluff, UT 84512  
Phone: 435.672.2282  
Fax: 435.672.2283  
Email: [cottonwoodsteakhouse@gmail.com](mailto:cottonwoodsteakhouse@gmail.com)  
Web site: [www.cottonwoodsteakhouse.com](http://www.cottonwoodsteakhouse.com)

PO Box 313, BLUFF, UTAH, 84512 T: 435-672-2282 F: 435-672-2283  
WWW.COTTONWOODSTEAKHOUSE.COM EMAIL: COTTONWOODSTEAKHOUSE@GMAIL.COM

# Pamela Yearous

## Bluff Resident and Business Owner

### Contact

PO Box 92  
Bluff, UT 84512  
970-397-1955  
pjyearous@gmail.com

### Education

Colorado Technical University  
Bachelor's Degree in Business  
Management, graduated in 2018  
with a 4.0 GPA

### Key Skills

Organization  
Problem-solving  
Supervisory Skills  
Practical Application of GAAP

### Objective

To obtain a seat on the Tourism Tax Board and further my understanding of the utilization of tourism tax funds in promoting San Juan County.

### Experience

*April 2018 - Present*

Business Manager • Coral Sands RV Park, Bluff UT  
34 space RV Park

*January 2017 - Present*

Finance Manager • Department of Pathology • University of Colorado  
School of Medicine, Aurora CO

*2009 – 2016*

Budget Analyst • Dean's Office • University of Colorado School of  
Dentistry, Aurora CO

*2001 – 2009*

Owner/Manager • Yearous Accounting & Tax Preparation, Kersey CO  
Specializing in business and farm returns/accounting

*2007 – 2008*

Front Desk Coordinator • Summit-Eagle Spine & Rehab., Frisco CO

*1994 - 2000*

Owner/Manager • Yearous Office & Design Works, Brush CO  
Office Management & Marketing/Advertising in rural CO

### Communication

Communication has been an important skill in every business I have worked in. It is even a stronger commodity in the world of remote work and zoom meetings. I communicate daily with faculty, staff, administrators, and organizational leaders. Communication is more than what is said, it is how it is conveyed to the listener, and I have found it to be the most effective tool available to me.



### **Leadership**

In my position with the University and with the businesses I have managed I have learned much about leadership. I currently am supervisor of two accounting technicians and work closely as a team lead with our grants managers and human resources office. I lead by example and readily jump in to work along-side my staff.

### **Interests**

I enjoy riding horses, 4-wheeling, reading, doing cross-stitch, crocheting, gardening, playing the piano and spending time with my family.

### **References**

- Jared Berrett – 801-592-1045
- Theresa Titone – 970-749-6438
- Delton Pugh – 435-459-1824



# Pamela Yearous

## Contact

PO Box 92  
Bluff, UT 84512  
970-397-1955  
pjyearous@gmail.com

Natalie Randall  
Director  
San Juan County Economic  
Development & Visitor Services  
PO Box 490  
Monticello, UT 84535

## Dear Ms. Randall,

I am interested in applying for the position on the Tourism Tax Board.

I am qualified for this position as both a resident of the county and a business owner whose trade relies on tourism. My husband and I purchased Coral Sands RV Park in 2018 after a move from Colorado. As I have collected and paid the transient room tax, I have become even more interested in how it is spent and would like to have a better understanding of the how these funds can be put to best use in the county. I also feel that it is important to be involved in the work that promotes the county in which we reside, work, and recreate.

I have a strong background in business and work remotely in a full-time position for the University of Colorado as a Sr. Finance Manager for the Department of Pathology at the School of Medicine. From my attached resume, you will also see that in the past I have had my own tax and accounting business, have worked in various media outlets (radio and newspaper), and experienced working in a medical facility where the volume of tourism trade was incredibly high. I was born and raised in a rural community and understand the impact, good and bad, that tourism can have on both business and residents alike. These experiences have contributed to a well-rounded set of skills that would be of value on this board.

I look forward to further discussing my qualifications at your convenience. Thank you for your consideration.

Sincerely,

Pamela Yearous

Resume Attached



## COMMISSION STAFF REPORT

**MEETING DATE:** January 5, 2021

**SUBMITTED BY:** Natalie Randall, Director Economic Development and Visitor Services

**TITLE:** Tourism Tax Advisory Board Members

**RECOMMENDATION:** Nomination of Board Members

### SUMMARY

The San Juan County Tourism Tax Advisory Board (TTAB) is organized to provide recommendations concerning the promotion and creation of recreation, tourism and conventions in San Juan County for consideration by the San Juan County Commission.

The San Juan County Commission shall appoint Members of the TTAB in line with Section 17-31-8 of Utah Code, which states that each TTAB shall be composed of at least the following Members:

- a majority of the members shall be current employees of entities in the county that are subject to the taxes referred to in Section 59-12-301 or 59-12-603; and
- the balance of the board's membership shall be employees of recreational facilities, convention facilities, museums, cultural attractions, or other tourism related industries located within the county.

We would like to thank outgoing members: Rick Reeb, Jerry Murdock, Ben Breedlove, and Sean Campbell for their service on the board. The SJC Commission will need to nominate 4 new members due to other member's expiring and/or lack of attendance.

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

N/A



## COMMISSION STAFF REPORT

**MEETING DATE:** January 5, 2021

**SUBMITTED BY:** Natalie Randall, Director Economic Development and Visitor Services

**TITLE:** County Economic Development Board Appointment

**RECOMMENDATION:** Nominate new CED board member

### SUMMARY

The San Juan County Economic Development Board (CED) is organized exclusively to further the economic development, workforce opportunities and business services across San Juan County. The San Juan County Commission shall appoint Members of the CED Board in line with Section 17-54-104 of Utah SB 0095, which states that each CED Board shall be composed of at least the following Members:

- A San Juan County representative; A representative from a municipality in the County; A Workforce Development representative; A Private Sector representative; and A member of the public who lives in the County.

We would like to thank Bayley Hedglin who resigned from her board position. The SJC Commission will now need to appoint one (1) new CED board member to fill this vacancy.

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

N/A

# HANNAH BAILEY

4646 N Blue Mountain Road • Blanding, UT 84511 • 801-520-2022  
hnaskin@gmail.com

## EDUCATION

<b><i>The Skin Institute</i></b> <i>Master Aesthetics, 1200 hours</i>	September 2011- April 2012
<b><i>LDS Business College</i></b> General Sciences	January 2010- December 2010
<b><i>Fanshawe College</i></b> General Arts: Film Studies, OCC	September 2005- October 2006
<b><i>Sir Frederick Banting Secondary School</i></b> <i>OSSD</i>	September 2000- June 2004

## EMPLOYMENT HISTORY

<b>H+Aesthetics Skin and Beauty</b> <i>Owner/Master Aesthetician</i>	May 2014- Present
<ul style="list-style-type: none"> <li>• Oversees daily operations of the business</li> <li>• Performs office and managing duties</li> <li>• Manages marketing, bookkeeping, payroll and employee management</li> </ul>	
<b>Corporation of the President</b> <i>Clothing clerk/ laundry</i>	April 2010- December 2010
<ul style="list-style-type: none"> <li>• Washing, drying organizing clothing</li> <li>• Helping keep efficient schedule while multi-tasking</li> <li>• Providing exceptional customer service and cash counting duties</li> </ul>	
<b>YM Inc.</b> <i>Assistant Manager</i>	October 2009- January 2010
<ul style="list-style-type: none"> <li>• Regular Assistant manager duties including:</li> </ul> <p>Opening and closing cash count, managing employee hours, provide outstanding customer service, managing employee tasks.</p>	

**The Taylor Statten Camps**

July 2007- September 2007

*Riding Instructor*

- Responsible for teaching children ages 6-16 proper horseback riding and care
- Managing barn duties including, feeding, mucking, cleaning

**GAP INC.**

November 2004- December 2007

*Sales Associate/Sales Coach*

- Worked with customers to ensure extraordinary customer service and relations
- Cash and counter duties

**BUY SMART**

October 2002– October 2004

*Sales Associate/Cashier*

- Worked as a cashier and ensured all customers needs were met
- Maintained store appearance

**References available upon request**



## COMMISSION STAFF REPORT

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**MEETING DATE:** January 5, 2021

**ITEM TITLE, PRESENTER:** Approval of the comments/recommendations for revisions to the Manti-La Sal Forest Management Plan. Nick Sandberg, Public Lands Coordinator

**RECOMMENDATION:** Approve and Sign Letter

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### SUMMARY

The San Rafael Soil Conservation District has submitted comments/recommendations on the draft Manti-LaSal Forest Management Plan. These comments/recommendations were prepared by Mike Ralphs, Utah State University Range Specialist, retired, and Roger Barton, retired Resource Coordinator with Utah Department of Agriculture and Food. The comments/recommendations are science-based and pertain to all districts of the National Forest including those in San Juan County. Using these recommendations by the agency in revising the draft plan would result in a better plan. The San Juan Conservation District supports these comments/recommendations. San Juan County should also support these comments/recommendations as needed revisions to the draft Forest Plan.

### HISTORY/PAST ACTION

NA

### FISCAL IMPACT

No immediate impact. Revision of the Forest Plan using these recommendations would help ensure long term improvement of forest vegetation and help sustain a vibrant livestock industry in the County.



# SAN JUAN COUNTY COMMISSION

Item 9.

Kenneth Maryboy	Chairman
Willie Grayeyes	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

January 5, 2021

Ryan Nehl, Forest Supervisor  
Manti-La Sal National Forest  
599 West Price River Drive  
Price, Utah 84501

Re: Draft Forest Plan

Dear Mr. Nehl:

This letter is to state San Juan County's support of comments on the draft Forest Plan made by the San Rafael Conservation District and as supported by the San Juan County Conservation District.

These comments are pertinent Forest-wide, including the Forest Districts in San Juan County. We recommend that these Forest-wide comments be used to make changes in the draft Forest Plan.

Sincerely,

Kenneth Maryboy  
Chairman

cc: Roger Barton  
San Juan Conservation District  
San Rafael Conservation District



Manti LaSal Forest Draft Plan – September 2020  
Concerns – San Rafael Conservation District

## Section 2.16 Livestock Grazing and Range Management

Several of the issues and concerns dealing with livestock grazing that were adequately covered in the March 2020 draft of the Forest Plan, but have been stripped out of the September draft. These are important issues affecting livestock grazing and maintaining that use of the Forest. The Forest Plan will be the guiding document into the foreseeable future so these safeguards should be included in the language of the Plan.

### Description and Values

Reference was made to the USU (2017) economic study in contributing to the economies of the surrounding counties. The details were included in the March draft but not in the September draft. It is important that grazing be acknowledged as an accepted and important use, as well as a major contributor to the economy of the counties.

In addition, for the use of the current HM (137,986 AUM's), grazing fees (\$1.35) pay \$186,281 back to the Forest budget annually. Grazing association fees and individual labor amount to an additional non-fee cost of \$30 / AUM (Tanaka 2018), which is contributed by permittees in livestock management and maintenance of fences and water developments, in order to maintain the grazing privilege.

The USU study estimated the contribution to local economies in the North Zone was \$28 million or \$267 / AUM. Extrapolating this value of an AUM to the South Zone would amount to an additional \$8 million, for a total contribution to local economies from grazing on the Forest of \$36 million. We suggest the USU Study be included in an Appendix to the Plan along with the explanation that the value of grazing was extrapolated to the South Zone to obtain a total figure for the entire Forest. We would also like to acknowledge the grazing fee and non-fee costs for the privilege of grazing on the Forest.

We request the following statement in the Plan be modified:

*Domestic livestock grazing on Forest land contribute to the stability of the agricultural sector of surrounding economies through direct and indirect outputs, jobs and tax benefits (USU 2017), exceeding \$36 million annually, and is the 2<sup>nd</sup> leading driver of the local economy following energy.*

### Standards

ST-4 No water developments in contour trenched or furrowed areas.

Contour trenches were installed in the 1960's on thousands of acres in the Ferron and Cottonwood Creek watersheds to reduce erosion and sedimentation in Mill Site and Joes Valley reservoirs. Smooth brome and alfalfa were seeded in the trenches to stabilize them. Smooth brome is a sod forming grass and is resistant to grazing. It still persists and has stabilized the trenches.

The trenched areas are mostly on the low elevation ridges where live water is limited. Restricting or removing water developments would render large areas within the Ferron, Horn Mountain and Trail Mountain unusable for livestock grazing. These areas have now have been grazed within the grazing allotments for up to 60 years. If there is no evidence of them causing accelerated erosion, it makes no sense to put restrictions on these areas at this time. We request this standard be removed or specified to apply only to municipal watersheds.

## Guidelines

Utilization rates and stubble height standards have been a contentious issue for the last 30 years. In 1990, the Forest Service issued a directive for standards of compliance. Utilization rates and stubble heights were a quick and easy measure, and were selected as standards to measure for compliance with grazing regulations.

The Range Management Profession objected to the use of these monitoring tools as compliance standards. Several papers came out in various journals decrying the use of these monitoring tools as permit standards, and an Interagency Technical Reference (1734-3) was developed cooperatively by the Forest Service, BLM, NRCS and Cooperative Extension Service for their proper use.

A symposium was held during the 1997 SRM annual meeting inviting Range researchers and Agency Administrators to evaluate Utilization Standards. **WCC 1998, Utilization Standards Report** (Oregon State Univ. Exp. Sta. Bull 682, 1998)

The Society for Range Management came out with a position paper in 1998 stating that “Utilization Rates and Stubble Heights should not be used as permit standards nor objectives in an allotment management plan.”

A Review Team was commissioned in 2003 by Intermountain Region 4 Forester Jack G. Troyer and BLM Idaho State Director K. Lynn Bennet, to evaluate the use of stubble height standards for Allotment Management Plans (Stubble Height Review Team, 2006). Subsequently, each administrator sent out memos adopting and implementing the review team recommendations to cease using Utilization and Stubble Heights as compliance standards (Bureau of Land Management, 2005), (USDA Forest Service, 2005a). Southwest Region 3 Forester Harv Forsgren also issued an instruction memorandum to implement these findings (USDA Forest Service, 2005b).

The issue arose again following the 2012 Planning Rule as new Forest Plans began. The SRM Rangeland Assessment and Monitoring Committee reiterated the SRM Position Statement and stated (Rangelands 40 (5): 146-151, 2018):

1. “Specific limits on utilization or residual measurements should not be included as standards or objectives to be met in land use plans, resource management plan, annual operating instructions or as part of the terms and conditions of grazing permits.
2. ... This does not mean that utilization or residue measurements should not be used as an annual indicator to help guide grazing use and planning.
3. Utilization or residue measurements should not be used as guidelines without specifying how they relate to the management objective, the method used, the location and species to be measured, the season of measurement, the qualifications of those making the measurements, and how the data will be interpreted as a basis for management decisions

and by whom. Without this information, such measurements are of little value and subject to misuse.”

Another underlying issue is that management decisions should be made by the manager on the ground based on local conditions, not be dictated by a single value in the forest-wide plan. A single value, even if it is stated as a guideline in the Forest Plan, becomes a defacto standard to be applied by managers, and becomes a target for litigation by environmental groups when not attained.

If the Forest requires a standard for grazing compliance, the obvious standard from a science standpoint is the ecological condition of the allotment or ecological sites within the pastures as determined by long-term condition and trend studies and annual indicators such as Rangeland Health. Meeting or moving toward desired condition would be the standard to comply with.

We request the statement from the March 2020 Draft Forest Plan be reinstated and that Guidelines 1 and 2 be modified as follows:

*Utilization rates and stubble height levels will not be used as permit standards nor an objective in allotment management plans (AMP), but rather as indicators of management; they are end-of-season targets to aim for in the annual operating instructions (AOI).*

*GD-1 Utilization guidelines in Annual Operating Instructions (AOI) will be developed using long-term monitoring data and annual indicators such as Rangeland Health analyses, taking in consideration the time and duration of livestock use; in general, they will be conservative to moderate.*

*GD-2 Stubble height guidelines for riparian management zones in allotment AOI should be developed using long-term monitoring and riparian stability data, taking in consideration the time and duration of livestock use, and should be measured at the end of the grazing season.*

Burkhardt recommended specific grazing strategies for grazing riparian areas. (Grazing Utilization Limits. Rangelands 19 (June): p.8-9, 1977). We suggest these be considered when writing individual AOI's.

Large Meadow Systems:

Early season grazing and hot season rest or summer use rotation. Large meadow complexes should be used and managed independent from the surrounding uplands.

Narrow Wooded Stream Bottoms within mountain canyons:

These are concentration areas and enforcement of conservative use limits cannot effectively be accomplished. Apply cool season or early grazing and hot season rest or rotation. Develop upland water sources and herding to remove animals from bottoms.

Upland Springs:

Fence and pipe a portion of the water to upland water troughs.

## Management Approach

### **Increasing livestock numbers**

The Livestock industry is facing increasing opposition from NGO's, the public, and even within the Forest Service. Livestock grazing of public lands, and permits held by long time ranches, predate the Forest Reserves. We acknowledge that overgrazing and watershed degradation occurred in the past. But the Livestock Industry has partnered with the Forest to heal these lands and improve ecological conditions.

The record of the reduction of livestock numbers on the forest was not included in the Assessment, despite our efforts to provide this information. We feel it is important that this information be included in the Forest Plan to show that the Livestock grazers have contributed their share in protecting and improving the range resource.

Assessment p. 128

*Estimates of 100,000 animals grazed on the LaSal Reserve in the late 1800's.*

*After establishment of the Manti Forest Reserve ... 200,000 sheep and 28,000 cattle were permitted.*

*The 1986 Forest Plan permitted 175,334 AUMs or about 20,700 cattle and 85,000 sheep.*

*Since 1986, permitted AUMs have declined to 137,986 (21% reduction)*

*Currently, permit obligations and estimated grazing capacity are close to balancing.*

We submitted the following statement several times, but it was not included in the Assessment: Substantial cuts in livestock numbers and season of use (40-60%) were taken during the 1960's and 1970's to improve range condition, and numerous range improvement projects were implemented, with the Forest providing materials and permittees providing the labor. Livestock use was brought in line with the carrying capacity of the ranges.

A major component of the 1986 Forest Plan was that when the results of these projects and management showed improvement in range condition, some of the cuts in livestock use would be restored (p. II-39). This never occurred.

We would like this statement from the March 2020 Draft reinstated in the Plan:

*HMs should be retained at current permitted levels when rangeland conditions are meeting or moving toward desired conditions. Increases in HMs would be appropriate when desired conditions are currently being met and analysis has indicated that the increase would continue to meet desired conditions while taking advantage of an increase in available forage.*

### **Flexibility in season of use and exchange of use**

The Forest Service is using the concept of Adaptive Management to manage the Forest resources. In the past, the "on" and "off" dates of allotments were very rigid, except in drought when permittees were asked to bring their livestock home early. To be truly adaptive to the annual climatic variations, the local range conservationists should have the flexibility to adjust the "on" and "off" dates if additional forage is available early in the season, or if abundant forage is available at the end of the season.

Exchange of use with sheep allotments should also be considered. Multi-species grazing is a proven management practice to improve range condition. Targeted grazing is also effective in suppressing undesirable vegetation. In addition, where the poisonous larkspur is present, grazing sheep before cattle can greatly reduce the risk of cattle poisoning (sheep are resistant to larkspur poisoning). Therefore, the local range conservationist should have the flexibility to utilize exchange of use when it benefits the resource.

*MA-4 Flexibility in season of use and exchange of use may be considered when it is not detrimental to the resource.*

We would also like to resubmit Comments made during Assessment

### 2.6.2 Deciduous Forests

#### Description and Values

It would be important to distinguish Stable and Seral Aspen types here, since management of the two types differ.

(Rogers and Sinclair, 2016, Quaking Aspen in Utah: Integrating Recent Science with Management; Rangelands 38 (5): 266-272)

#### Desired Conditions

2 & 3 don't apply to Seral aspen where conifers dominate in later successional stages.

#### Management Approach

3 – Upland aspen should be Seral aspen in this context.

### 2.6.3 Woodlands

#### Description and Values

There are two ecological processes here that are confused and sometimes contradictory: invasion or expansion of P/J into former shrubland and savannahs, and succession towards late old growth stands. It would be important to define the 3 types of P/J (Romme 2009), since management objectives are different. Management should be directed to reduce expansion into shrublands and savannahs. Old growth characteristics of Persistent P/J should probably be maintained.

(W.H. Romme et al, 2009; Historical and Modern disturbance Regimes, Stand structures and Landscape Dynamics in Pinon – Juniper Vegetation in the Western United States. Rangeland Ecology and Management 62:203-222)

#### Desired Conditions

The role of ecological succession is not acknowledged in attaining desired conditions.

4. Need to acknowledge the successional process where that these plants (shrubs, forbs and grasses) are found in the early stages, and that disturbance is needed periodically to reset the successional clock.

5 & 7 These deal with Persistent P/J only, not with wooded shrublands or savannahs.

8. This deals with early to mid seral state and can only be maintained by periodic disturbance.

9. Poorly worded. These disturbances are necessary to periodically reset the successional clock to attain the stated proportions of seral states.

#### Objectives

1 Treating 50 acres / 10 years is woefully short of that needed to counter the rate of expansion and infilling. The proposed Mahogany Point Wildlife Habitat Improvement Project on Horn Mountain alone will treat 1755 acres.

#### 2.6.4 Shrublands

##### Desired Conditions

4. Fire frequency of 100 years is much too low. Frequent fires are necessary to maintain the proportion of seral stages in Table 7.

##### Management Approach

1 This requires frequent disturbance to retain or enhance vigorous understory community.

#### 2.6.8 Native Plant Materials

This section expresses a political agenda rather than current science. It does not portray a balanced management approach that should go into a long-term Forest Plan. Appropriate introduced species are often more effective in restoring degraded landscapes, especially those exposed to accelerated erosion, and are less expensive.

The Society for Range Management Position Statement on Native Plant Species offers a balanced approach for selecting seed mixes.

“Prefer native plant species, but allow use of introduced plant species to protect rangeland resources and meet management goals where the use of natives is not suitable or possible.”

Tone this section down to a reasonable approach. Let on-the-ground managers determine the appropriate seed mix (native and introduced) for the specific sites.



# SAN JUAN COUNTY COMMISSION

Kenneth Maryboy	Chairman
Willie Grayeyes	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

## COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

### FIRST PUBLIC HEARING NOTICE

San Juan County will hold a public hearing to consider potential projects for which funding may be applied under the CDBG Small Cities Program for Program Year 2021. San Juan County is eligible to apply to the Utah Department of Workforce Services for funding under the Community Development Block Grant (CDBG) Small Cities Program, a federally funded program administered by the State of Utah, Housing and Community Development Division (HCD). San Juan County is eligible to apply for CDBG funding provided that the County meets the applicable program requirements. The purpose of this public hearing is to provide citizens with pertinent information about the CDBG program and to receive possible suggestions for potential projects, both verbally and in writing, from all interested parties. This public hearing will cover eligible activities, program requirements, and expected funding allocations in the region. The CDBG program can fund a broad range of activities, including, but not limited to: construction of public works and facilities, e.g., water and sewer lines, fire stations, acquisition of real property, and provisions of public services such as food banks or homeless shelters. In the event that the County chooses to apply for CDBG funding, a second public hearing will be held at a later date and time to discuss the project. The hearing will begin at 11:00 AM on January 5, 2021 and will be an electronic meeting located using a Zoom Meeting <https://us02web.zoom.us/j/85176198037> One tap mobile +16699006833,,85176198037# US (San Jose). Further information can be obtained by contacting Mack McDonald, San Juan County Administrator at (435) 587-3225. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this hearing should notify Mack McDonald at 117 South Main Street, Monticello, Utah at least three days prior to the hearing. Individuals with speech and/or hearing impairments may call the Relay Utah by dialing 711. Spanish Relay Utah: 1.888.346.3162.

Published on State of Utah's Public Meeting Notice Website – [www.utah.gov/pmn](http://www.utah.gov/pmn) on December 11, 2020



## COMMISSION STAFF REPORT

**MEETING DATE:** January 5, 2021

**SUBMITTED BY:** Natalie Randall, Director Economic Development and Visitor Services

**TITLE:** Consideration and Approval of a contract with TWS Construction for the remodel of Monticello Co-Working Space. Natalie Randall, Director Economic Development and Visitor Services

**RECOMMENDATION:** Approval of service provider contract

### SUMMARY

The San Juan County Economic Development Office received a grant through the Governor's Office of Economic Development for the creation of a Rural Innovation and Co-Working Center. The identified space will be located in the Monticello Library Basement, and is in support of the library's mission to modernize their amenities for their patrons.

After completion of a bidding process San Juan County Purchasing has Economic Development have identified TWS Construction as the best service provider as outlined in the Service Provider Contract.

### HISTORY/PAST ACTION

Approval of the application of the GOED RCIC Grant

### FISCAL IMPACT

\$115,974 – RCIC Grant Funding



**STANDARD SERVICE PROVIDER CONTRACT**

Item 13.

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

Service Provider:	TWS Construction	Contact Phone Number:	435-459-9724 (cell)
Contact Person:	Tye Shumway	Contact Email Address:	twskon21@gmail.com
Address:	285 South 4 <sup>th</sup> East Street Moab Utah 84532 <a href="https://www.twsconstruct.com/">https://www.twsconstruct.com/</a>	Type of Service:	Construction of Monticello Co-Working Space

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

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

The parties therefore agree as follows:

- 1. Scope of Services.** The Service Provider agrees as follows between TWS Construction, and San Juan County:
  - A. TWS Construction will provide demo, design and construction services for the San Juan County Monticello Library Co-Working space within the basement of the Monticello Library located at, 80 N Main St, Monticello UT 84535.
  - B. TWS Construction will provide services and maintain the approved budget as outlined in Exhibit A, not to exceed \$115, 974.00
  - C. TWS Construction will adhere to the project timeline as outlined in Exhibit B
  - D. If there are any adjustments to the Exhibit A or Exhibit B, TWS Construction will need to seek approval and authorization from San Juan County prior to beginning construction or any additional progress in construction work-in-progress.
  
- 2. Compensation.**
  - A. Upon the Service Provider’s completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider based on chosen option listed in “Scope of Services” but not to exceed a total amount of \$115,974.00.
  - B. San Juan County shall mail its payment to the Service Provider as requested in periodic Construction Draws. TWS Construction will invoice San Juan County 30 days before each due date with Net 30 terms.
  - C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
  - D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
  - E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
  - F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.
  - G. All claims to the County shall be in accordance with Title 17, Chapter 50, Part 401, Utah Code Annotated.
  
- 3. Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature). This contract will terminate after one-year of completion and a certificate of occupancy is issued allowing for a full one-year warranty period.
  
- 4. Early Termination.**
  - A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County’s annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County’s notice is effective under section 8.
  - B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider’s services, which termination will be effective at midnight on the fifth day after San Juan County’s notice is effective under section 8.
  - C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30<sup>th</sup> day after San Juan County’s notice is effective under section 8.

- D. San Juan County may terminate this contact, which termination will be effective at the time San Juan County's effective under section 8, if:
- (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
  - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

## 5. Warranties.

- A. The Service Provider warrants to San Juan County that:
- (1) All materials and equipment furnished under this contract shall be:
    - (a) New;
    - (b) Under manufacturer's warranty;
    - (c) Of reasonable quality; and
    - (d) Free from faults and defects; and
  - (2) All services performed under this contract shall:
    - (a) Be of reasonable quality;
    - (b) Conform with reasonable professional standards; and
    - (c) Conform to codes, regulations, and laws.
    - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, Video, Digital Media and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- E. The Service Provider shall assign and deliver to San Juan County all manufacturers' warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

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

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
- (1) Each occurrence - \$1,000,000.00;
  - (2) Damage to Rented Premises - \$300,000.00;
  - (3) Medical Exp. (Any one person) - \$5,000.00;
  - (4) Personal and Adv. Injury - \$2,000,000.00;
  - (5) General aggregate - \$2,000,000.00; and
  - (6) Products – Comp/Op aggregate - \$2,000,000.00; and
  - (7) Media Liability - \$1,000,000;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers' Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.
- D. Compliance with the aforementioned insurance section of this agreement does not in any way limit or waive the obligations of the service provider under the indemnification section.

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

request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the ins required by this contract, San Juan County may immediately terminate this contract.

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

<u>San Juan County</u>		<u>Service Provider</u>
San Juan County Attn: Mack McDonald, Chief Administrative Officer PO Box 9 Monticello UT 84535	<u>With a copy to:</u> San Juan County Attn: Attorney’s Office PO Box 9 Monticello UT 84535	TWS Construction 285 South 4 <sup>th</sup> East Street Moab Utah 84532

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

Any purported transfer in violation of this section will be void.
- 12. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. **Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 14. **Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- 15. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

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

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

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

<p>SAN JUAN COUNTY</p> <p>By: _____          Kenneth Maryboy, Chair          San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____          John David Nielson          San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>TWS CONSTRUCTION</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<b>Monticello Co-Working Spaces</b>		
<b>TWS CONSTRUCTION 435-459-9724cell www.twsconstruct.com</b>		
<b>Monticello Library</b>		
Phase	Description	Total
<b>Demo Works</b>	Demo Existing drywalling and remove from site	\$ 15,700.00
	Remove existing glue residue from new floor area	\$ 4,500.00
<b>Drywall</b>	Construct drywall as per plans	\$ 11,820.00
	5x Doors and Frames incl Ironmongery	\$ 12,125.00
<b>Framing</b>	Lightweight Framing metal for drywall as per plans	\$ 5,100.00
<b>Cabinetry</b>	Closets down ramp area,Kitchen	\$ 13,500.00
	Damp proofing around x2 entry points	\$ 1,500.00
<b>Alu Windows</b>	Aluminum One Way Glass Shopfront to Conf Room 10x4 ft	\$ 7840.00
	Aluminum Glass Entry Door with Mid Rail	\$ Included
<b>Painting</b>	Painting of Walls,Ceilings and Doors	\$ 7,800.00
	Make good of patched walls	\$ Included in Drywall
	Ceramic Tiling Bathroom floor and walls halfway	\$ Included
<b>Floor Covering</b>	LVT Flooring New Section	\$ 9,680.00
<b>Fire Suppression</b>	Fire Extinguisher x3,Incl fitment onto carry hook	\$ 363.00
<b>Plumbing</b>	Galley tied into existing waste line,new water supply,sink,mixer	\$ 2500.00
	Remove old and fit new toilet with mob handrails	\$ Included
	New basin and mixer incl traps supplied	\$ Included
<b>Electrical</b>	Low Voltage Terminations	\$ 6,695.00
	Making good of existing Wiring,Trunking and Extensions	\$ 14,870.00
	Data Points	\$
<b>Miscellaneous</b>	Clean Out Sump Pump	\$ ??
<b>Contingency</b>	Unknown scope/ Design Fees	10,000.00
	<b>TOTAL</b>	<b>\$ 115,974.00</b>

## Exhibit B: Project Timeline

State of Utah		
Governor's Office of Economic Development		
Rural Co-Working and Innovation Center (RCIC) Grant		
	<b>Entity:</b>	San Juan County
	<b>Fiscal Year:</b>	2021
Project Timeline	State Date	Project Completion Date
Contract Execution	11/1/20	11/30/20
Solicitation of Bids	12/1/2020	1/15/2021
Construction Preparation -Demolition	1/15/2021	1/31/2021
Construction -Paint -Flooring -Electrical Upgrades and Installations -Doorway from coworking space to bathroom -Renovation of existing room into conference room	2/1/2021	4/30/2021
Finish Work -Purchase and set-up of furniture -Interior decorating	5/1/2021	5/15/2021
Finalization/Reporting	5/15/2021	5/31/2021
Marketing (Non-RCIC Funds Supported)	11/1/2020	Ongoing
Grand Opening	7/1/2021	



## COMMISSION STAFF REPORT

**MEETING DATE:** January 5, 2021

**SUBMITTED BY:** Natalie Randall, Director Economic Development and Visitor Services

**TITLE:** Consideration and approval for the San Juan County Destination Development Strategic Planning Co-Op program with the Utah Office of Tourism. Natalie Randall, Director Economic Development and Visitor Services

**RECOMMENDATION:** Support for participation in Destination Development Strategy

### SUMMARY

The San Juan County Economic Development and Visitor Services Office is proposing the participation in the Destination Development Strategy Co-Op program with the Utah Office of Tourism. SJC would work with a consulting firm to create an action plan and strategy.

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

\$20,000 – from allocated TRT in 2021 budget

The following Scope of Work represents these departures from our “standard” Destination Development Planning approach through the Utah Office of Tourism:

- Shorten planning horizon to five years
- Narrow number of Destination Imperatives to no more than 3-5
- Regionally designate the Destination Imperatives within San Juan County by complexity and local capacity to implement
- Begin Strategy planning by identifying currently planned/underway strategies and then looking for gaps and additions
- Focus Strategies related to broader economic development initiatives
- Detail three key action steps for each Strategy

## Phase One: **Get Clear**

The Get Clear phase sets the stage for a successful planning process by aligning on project goals, identifying planning inputs, and developing a clear picture of the current tourism landscape and its opportunities and challenges for the county.

As we begin our work with San Juan County, we will ask them to form a Planning Team of 8-12 members that we will work with throughout the process. This may include representatives of Destination Marketing Organizations in the county, county or municipal economic development personnel, tribal tourism representatives, and other tourism industry stakeholders as appropriate. This team will begin their work in the next phase of our process.

### **Document Request and Review**

We like to begin our planning projects with a document request and review, which enables us to get grounded in your world. We want to understand any regional data and research you have on the tourism economy in San Juan County, and we want to understand the planning and implementation work you have already done so that we can leverage and build on those efforts in this process. These documents, other state-level documents, and any county-specific work that has been done will provide us with a baseline of information to begin to shape an understanding of the county’s tourism industry and will serve as inputs to our planning work. Specifically, we will build off your current tourism plans, adjust where necessary, and fill in gaps.

### **Tourism Industry Survey**

As we review your documentation and data, we will also create an online survey to be shared widely with the county’s tourism industry and stakeholders. This survey will help us build a shared understanding of the county’s offerings and opportunities as well as the constraints facing San Juan County’s tourism economy. This will update and build on the outreach that was done in 2017.

### **Assessment & Insight Report**

Based on what we learn from the Document Request and Review and Tourism Industry Survey, we will assess San Juan County’s travel and tourism industry. The topic areas we address generally include the following topic areas:



- Visitor profiles and trends
- Regional and local tourism offerings and assets
- Tourism infrastructure and support systems
- DMO organizational capacity (as appropriate)

The Insight Report deliverable will conclude the Get Clear phase. This report will synthesize everything we learned through our engagement activities into a series of actionable themes that will set the stage for strategic decision-making. Each theme will be supported by data and/or quotes, and strategic implications for each theme will be identified.

## Phase Two: **Get Focused**

The Get Focused phase is where we will roll up our sleeves and get to the work at hand—making strategic decisions for San Juan County’s tourism economy over a five year planning horizon. We will do this work over a series of work sessions with the Planning Team and in presentations to stakeholders. We will plan for a series of five 3-4 hour work sessions with the Planning Team. Our work sessions for this phase will be as follows:

### **Planning Team Work Session 1 —Insights & Visitor Journey (3-4 hours)**

The initial work session will help the Planning Team get clear on the background information and build an understanding of the destination through the visitor’s eyes that will lay a foundation for effective strategy development.

- Insight Report Share-Out: What did we learn from our document review, survey, and Immersion Session? What are the strategic implications for our county?
- Visitor Profiles: Based on the data, who is visiting our county, and why? How do these data-driven visitor profiles match up to our lived experiences of our visitors?
- Visitor Experience Mapping: Based on the Visitor Profile, what would a typical visitor experience when they come to San Juan County? What are the ups and downs of their experience?

### **Planning Team Work Session 2—Position, Hard Truths, Vision (3-4 hours)**

This work session will help us get clear on what we have to sell and the future we’re trying to create.

- Competitive Position: What unique & sustainable tourism value do we deliver, and for which visitors? What unique bundle of experiences and assets can we sell?
- Hard Truths: What are the “hard truths” about tourism in our county? What obstacles do we need to confront head-on or find creative solutions to?
- Vision: What is the end state we want to create for the visitor economy in our county?

### **Planning Team Work Session 3—Draft Destination Imperatives/Strategies (3-4 hours)**

With the understanding from the Insight Report, we’ve learned about the destination and its visitors in the first two work sessions, and what we know from working with other destinations on destination development, we will facilitate the Planning Team through a process to draft a set of Destination Imperatives and Strategies. We will plan for a five-year timeframe and will minimize

the number of Destination Imperatives to 3-5 in order to provide clear focus for San Juan County. We will begin with your existing strategies and look for opportunities to revise or augment these strategies, and also for opportunities to highlight strategies that support broader economic development initiatives in the county. For each Strategy we include in the plan, we will also draft up to 3 action steps that will support the strategy—giving San Juan County a head start for implementation planning.

### **Stakeholder Engagement (1-2 hours)**

At this stage in the process, we will pause to present our draft strategies to a broader stakeholder audience to gain their input as well before moving on to finalization of the plan.

### **Planning Team Work Session 4— Revise and Finalize Strategies (3-4 hours)**

In the fourth work session, we will revise and finalize our Destination Imperatives and Strategies together.

### **Planning Team Work Session 5—Implementation Planning (2-3 hours)**

In the final work session, we will develop our approach to plan implementation. We recommend the use of a model called Collective Impact that identifies a “backbone organization” to bring the necessary stakeholder organizations together to work toward a common goal—in this case, the betterment of the visitor economy and positive impacts to San Juan County’s quality of life. We will also discuss and document which groups and individuals will support each of the key Destination Strategies.

## **Phase Three: Get Moving**

The Get Moving Phase launches San Juan County into implementation of its plan, including the finalization of the plan document and a series of telephone implementation coaching sessions.

### **Stakeholder Report-Out (1-2 hours)**

This final presentation to stakeholders will share the work done by the Planning Team and capture any recommendations for changes to be included in the final documentation.

### **Destination Development Plan Documentation**

We will compile all the decisions made in our work sessions with you into a Destination Development Plan document. The final document has to speak to many audiences for many years to come. For this reason, it is important that a lot of care goes into the production and branding of the finished document, and our in-house visual communications specialist will take the lead on document production to ensure that the result is a polished document that will inspire confidence in its recommendations.

**A table of contents for a prototypical Destination Development Plan is:**

- Introduction
- The Vision for the Destination
- Competitive Position
- Visitor Profiles
- Destination Imperatives
  - Destination Development Strategies, partners, and resources
- Implementation Guidance

### Implementation Coaching

The plans we help our clients create are designed to be easily implemented. We have found that personal coaching on how to operationalize the plan helps to ensure that the organization gets off on the right foot and establishes the processes and structures necessary to track plan progress and adjust course if necessary. We have scoped for three quarterly coaching sessions (videoconference) after the county has kicked off implementation of their Destination Development Plan.

# COMMISSION ASSIGNMENTS

## 2020

Commissioner Kenneth Maryboy	Commissioner Willie Grayeyes	Commissioner Bruce Adams
<b>Roads</b>	<b>Roads</b>	<b>Roads</b>
County Health Services	County Health Services	County Health Services
Economic Development, Visitor Services & Tourism	Economic Development, Visitor Services & Tourism	Economic Development, Visitor Services & Tourism
Planning and Zoning	Planning and Zoning	Planning and Zoning
<b>Aging</b>	<b>Aging</b>	<b>Aging</b>
Communications /TV	Communications / TV	Communications / TV
Canyon Country Partnership	Canyon Country Partnership	Weed and Rodent Control
Navajo Revitalization Board	Navajo Revitalization Board	Airports
<b>County Buildings and Grounds</b>	<b>County Buildings and Grounds</b>	<b>County Buildings and Grounds</b>
Liaison Between Navajo Tribe, Utah Navajo Commission, and the Utah Navajo Chapters	Liaison Between Navajo Tribe, Utah Navajo Commission, and the Utah Navajo Chapters	State and County Fairs
<b>Library Board</b>	<b>Library Board</b>	<b>Historical Board</b>
San Juan County Public Health Board	San Juan County Public Health Board	AOG
<b>RAC</b>	<b>RAC</b>	<b>SJ Transportation District</b>
San Juan Mental Health / Substance Abuse Board	San Juan Mental Health / Substance Abuse Board	Community Impact Board
	<b>SCIC</b>	<b>UCIP Board</b>
Federal, State, Regional Affairs	Federal, State, Regional Affairs	Federal, State, Regional Affairs
<b>Fire</b>	<b>Fire</b>	<b>Fire</b>
		UAC Board of Directors

# COMMISSION ASSIGNMENTS

## 2021

Commissioner Kenneth Maryboy	Commissioner Willie Grayeyes	Commissioner Bruce Adams
<b>Roads</b>	<b>Roads</b>	<b>Roads</b>
<b>County Health Services</b>	<b>County Health Services</b>	<b>County Health Services</b>
<b>Economic Development, Visitor Services &amp; Tourism</b>	<b>Economic Development, Visitor Services &amp; Tourism</b>	<b>Economic Development, Visitor Services &amp; Tourism</b>
<b>Planning and Zoning</b>	<b>Planning and Zoning</b>	<b>Planning and Zoning</b>
<b>Aging</b>	<b>Aging</b>	<b>Aging</b>
<b>Canyon Country Partnership</b>	<b>Canyon Country Partnership</b>	<b>Weed and Rodent Control</b>
<b>Navajo Revitalization Board</b>	<b>Navajo Revitalization Board</b>	<b>Airports</b>
<b>County Buildings and Grounds</b>	<b>County Buildings and Grounds</b>	<b>County Buildings and Grounds</b>
<b>Liaison Between Navajo Tribe, Utah Navajo Commission, and the Utah Navajo Chapters</b>	<b>Liaison Between Navajo Tribe, Utah Navajo Commission, and the Utah Navajo Chapters</b>	<b>State and County Fairs</b>
<b>Library Board</b>	<b>Library Board</b>	<b>Historical Board</b>
<b>San Juan County Public Health Board</b>	<b>San Juan County Public Health Board</b>	<b>Association of Governments</b>
<b>RAC</b>	<b>RAC</b>	<b>SJ Transportation District</b>
<b>San Juan Mental Health / Substance Abuse Board</b>	<b>San Juan Mental Health / Substance Abuse Board</b>	<b>Community Impact Board</b>
	<b>SCIC</b>	<b>UCIP Board</b>
<b>Federal, State, Regional Affairs</b>	<b>Federal, State, Regional Affairs</b>	<b>Federal, State, Regional Affairs</b>
<b>Fire</b>	<b>Fire</b>	<b>Fire</b>
	<b>County Economic Development Board</b>	<b>UAC Board of Directors</b>
<b>Local Homeless Coordinating Committee</b>	<b>Local Homeless Coordinating Committee</b>	<b>Local Homeless Coordinating Committee</b>

<b>Mack McDonald</b>	<b>Library Board</b>	
<b>Communications/TV</b>	<b>Local Homeless Coordinating Committee</b>	<b>Canyon Country Partnership</b>

## TEMPORARY USE AND LEASE AGREEMENT

This TEMPORARY USE LEASE AGREEMENT (this “Lease” or “Lease Agreement”) is made and entered into as of January 5, 2020 (the “Effective Date”), by and between Rally on the Rocks, LLC, a Utah Limited Liability Company (hereinafter referred to as “Lessor”), and San Juan County, a political subdivision of the State of Utah (hereinafter collectively referred to as “Lessee”). Lessor and Lessee may be referred to collectively as the “Parties” herein.

### WITNESSETH:

WHEREAS, Lessor owns specific property located within Spanish Valley at the intersection of Spanish Valley Drive and Old Airport Road; and

WHEREAS, Lessor, under the current worldwide pandemic is seeking opportunities to work with entities who can assist in improving the economic conditions of the County and assist in providing revenue and resources for the County; and

WHEREAS, Lessee has contacted the County seeking a location to temporarily operate a vending and staging area; and

WHEREAS, Lessee is willing to comply with conditions and is willing to temporarily lease the County’s property.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

#### Section 1. Description and Use of the Leased Premises

Lessee will be able to utilize the entire 5-acre portion of Lessor’s property to host and provide event vending services, overnight-parking and camping for the Rally on the Rocks event scheduled for May 12<sup>th</sup> through May 15<sup>th</sup>, 2021.

#### Section 2. Additional Hospitality Services Provided

Lessee will provide temporary power, restroom facilities, security and abide by current San Juan County Public Health code guidelines and regulations.

#### Section 3. Term

The term of this Temporary Use and Lease shall be for the term of the event beginning on May 10<sup>th</sup> through May 18<sup>th</sup>, 2021

#### Section 4. Rent

As of the Effective Date, the rent that Lessee agrees to pay Lessor under this Temporary Lease shall be TWO THOUSAND DOLLARS AND NO/100 (\$2,000.00), payable on or before the last day of the month in which the event takes place.

#### Section 4. Taxes

Lessee and vendors thereon shall collect and pay all taxes associated with the event.

#### Section 5. Conditions

- a. All site preparation shall be provided by the Lessee to the extent that preparations are done in a safe manner to protect the public at all times.
- b. San Juan County Public Health Approval is required for the vending event prior to holding the event.
- c. San Juan County Public Health guidelines shall be adhered to at all times for both vendors and the public attending the event.
- d. Access to the Site shall use the predetermined route as attached as Exhibit "A". Avoidance of driving in existing residential areas and streets shall be encouraged at all times and at all hours.
- e. Noise restrictions will be in effect at the Site from 10:00 pm until 7:00 am where minimal travel noise leaving and going to the site is allowed.
- f. Lessee will encourage event attendee's and operator of OHV and ATVs, as defined in Utah Code §§ 41-6a-102 and 41-22-2, behaviors and awareness regarding local sound and noise concerns and encourage the aforementioned vehicles to meet measurable muffler 96 dB standards based on SAE J2825 and SAE J1492.
- g. Lessee will provide their own security and only use the County Sheriff in an emergency.
- h. Lessee shall provide work with County staff on mitigation measures with keeping dust at a level that is acceptable to the County. Any damages cause to road surfaces shall be repaired by the Lessee at Lessee's cost.
- i. Lessee shall return the property to like conditions prior to expiration of the term of the lease.
- j. Lessee shall provide adequate trash and sewer services according to the San Juan County Public Health

#### Section 6 Right of Entry

The Parties acknowledge, understand, and agree that Lessor and any of its authorized agents may enter into and upon the Leased Premises with prior notice and approval by Lessee, for the purpose of inspecting the same, of posting notices of non-responsibility for alterations, additions or repairs, or for any other reasonable purpose, which approval shall not be unreasonably withheld.

Section 7. Assignment and Subletting

Notwithstanding anything herein to the contrary, Lessee may not assign or sublet this Lease.

Section 8. Notices

All notices, demands or other writings under this Lease shall be in writing and shall be deemed delivered on the date of personal delivery or three days after it is deposited in the United States mail with postage prepaid and addressed as follows:

<p>To Lessee:  San Juan County  Attn: County Administrative Officer  117 South Main Street, PO Box 9  Monticello, Utah 84535</p>	<p>To Lessor:  Rally on the Rocks, LLC  1081 North 4150 West  Clearfield, Utah 84015</p>
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Section 9. Utilities

The Parties acknowledge, understand, and agree that Lessee shall be solely responsible for all utility costs associated with the Leased Premises, which includes water, sewer, and electricity and includes all costs associated.

Section 10. No Liens

Lessee shall keep the Leased Premises and every part thereof and all other improvements at any time located thereon free and clear of any and all mechanics, materialmen, and other liens for or arising out of or in connection with the work or labor done, services performed, or materials or equipment used or furnished on the Leased Premises.

Section 11. Remedies Cumulative

All rights and/or remedies herein conferred on Lessee shall be deemed cumulative, and no one shall be exclusive of the other or of any other remedy inferred by law or equity.

Section 12. Default

In the event either party defaults in the terms or conditions of this Lease Agreement, the non-defaulting party must give written notice of the default to the defaulting party. Failure of the defaulting party to cure the default within fifteen (15) days from receipt of the written notice will allow the non-defaulting party to terminate this Lease Agreement.

Section 13. Insurance



The Lessee shall maintain the following insurance for the duration of this contract and an additional year after the termination of this contract, the following types of insurance

- a. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
  - (1) Each occurrence - \$1,000,000.00;
  - (2) Damage to Rented Premises - \$300,000.00;
  - (3) Medical Exp. (Any one person) - \$5,000.00;
  - (4) Personal and Adv. Injury - \$2,000,000.00;
  - (5) General aggregate - \$2,000,000.00; and
  - (6) Products – Comp/Op aggregate - \$2,000,000.00;
- b. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- c. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers' Liability insurance policy, the Lessee shall provide Lessor with the applicable state issued waiver.
- d. Lessee's insurance will also include a rider over any claims from any airborne dust in the air.

For the duration of this contract and for one year after the termination of this contract, Lessor may request the Lessee to provide Lessor with certificates or other records that demonstrate that the Lessee is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Lessee fails to provide Lessor with the requested Certificates/Records within three business days of Lessor's request, Lessor may immediately terminate this Lease contract. If the Lessee fails to have the insurances required by this Lease contract, Lessor may immediately terminate this contract.

#### Section 14. Lessor's Option to Terminate

Lessor shall have the right, by written notice to Lessee given at least one month in advance, to terminate this Lease and surrender its lease hold interest to Lessor.

Termination shall be effective on the date specified in Lessee's notice. On and as of the effective date of the termination, Lessee shall be relieved from all further liability for rental or otherwise hereunder and shall deliver possession of the Leased Premises to Lessor in accordance with the provisions of this Lease.

#### Section 15. Disposition of Improvements on Termination of Lease

On termination of this Lease for any cause, Lessee shall return the property to like conditions as found prior to this lease and repair any roadway damage if needed.

#### Section 16. Parties Bound

The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto, and all the parties hereto shall be jointly and severally liable for performance of their respective duties and obligations as described in this Lease.

Section 17. Time of the Essence

Time is of the essence of this Lease and of each and every covenant, term, condition and provision of this Lease.

Section 18. Survival of Terms, Provision, Promises, or Otherwise of This Lease after Termination

Termination of this Lease shall not extinguish or prejudice either Party's right to enforce this Lease with respect to any uncured breach or default of or under this Lease.

Section 19. Waivers or Modification

No waiver or failure to enforce one or more parts or provisions of this Lease shall be construed as a continuing waiver of any part or provision of this Lease, which shall preclude the Parties from receiving the full bargained for benefit under the terms and provisions of this Lease. A waiver or modification of any of the provisions of this Lease or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Lease cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

Section 20. Binding Effect; Entire Lease; Amendment

This Lease is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Lease, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Lease supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Lease. Neither this Lease nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Lease and all provisions hereof may only be

supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

**Section 21. Severability**

If any part or provision of this Lease is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Lease shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Lease, which are not prohibited or unenforceable, shall remain in full force and effect.

**Section 22. Authorization**

The persons executing this Lease Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Lease Agreement, and that this Lease Agreement represents a binding and enforceable obligation of such Party.

**Section 23. Authority; Counterparts; Electronic Signatures**

The Parties signing this Lease represent that they have been duly authorized by their respective principals and by all necessary corporate and public action to enter into and execute this Lease. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. For purposes hereof, facsimile and/or e-mail signatures hereon shall be treated the same as, and accorded the same legal significance as original signatures hereon.

In Witness Whereof, the Parties have executed this Lease to be effective on the day and year first above written.

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

<p><b>LESSEE</b></p> <p>By: _____ Kenneth Maryboy, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>John David Nielson San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p><b>LESSOR</b></p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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## COMMISSION STAFF REPORT

**MEETING DATE:** December 15, 2020

**ITEM TITLE, PRESENTER:** Consideration and Approval of the Temporary Use and Lease of County Property located in Spanish Valley to Rally on the Rocks, LLC for event space. Mack McDonald, Chief Administrative Officer

**RECOMMENDATION:** Make a motion approving the Temporary Use and Lease of County Property located in Spanish Valley

### SUMMARY

The County has been approached by Rally on the Rocks, LLC to allow them to use the Counties property to host the vending portion of their event on our property located in Spanish Valley at the intersection of Spanish Valley Drive and Old Airport Road. Staff feel that opportunities like this will help in adding needed revenue to the County. We can see nothing in the event that would go against County Ordinance allowing OHV use in the County. I have also added additional conditions to the lease in an effort to help mitigate noise and dust in the surrounding our property.

### HISTORY/PAST ACTION

For years, the County has participated and sponsored programs like this. In 1999, the County also approved Ordinance 1991-1 permitting OHV use on County roads as well as the establishment of trail systems. This falls within the Hatch Point and Behind the Rocks trail network.

### FISCAL IMPACT

An increase of \$2,000 for the lease of the property, \$18,000 for the Search and Rescue and San Juan County Schools Foundation.

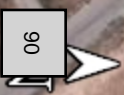
# Exhibit "A"

Main access to the event from 191 or Spanish Valley Drive



**Legend**

- Spa Item 16
- Untitled Path



10000 ft



## COMMISSION STAFF REPORT

**MEETING DATE:** January 5, 2021

**ITEM TITLE, PRESENTER:** CONSIDERATION AND ADOPTION OF AN ORDINANCE AMENDING ORDINANCE 2018-01 THE RATIFICATION OF THE CREATION OF SAN JUAN COUNTY HEALTH DEPARTMENT AND SAN JUAN COUNTY BOARD OF HEALTH

**RECOMMENDATION:** Adopt the Ordinance  
Adopt the Ordinance with modifications

### SUMMARY

During this last budget session and actions of the Public Health Board and the Public Health Officer, who were following Ordinance 2018-01, it was discovered that the current ordinance created some conflicts and had sections within that ordinance did not match the changes that have taken place in Utah Code Section 26A nor was it in compliance with the Legislative and Executive duties and powers of the San Juan County Board of Commissioners creating conflicts in processes, procedures and policies. The modifications and amendments correct these issues and keeps the Public Health Department in compliance with expectations of performance with the State of Utah.

### HISTORY/PAST ACTION

The County adopted Ordinance 2018-01 back in December 2018

### FISCAL IMPACT

N/A

**SAN JUAN COUNTY UTAH  
ORDINANCE NO 2018-01-A**

**AN ORDINANCE AMENDING ORDINANCE 2018-01 THE RATIFICATION OF THE CREATION OF  
SAN JUAN COUNTY HEALTH DEPARTMENT AND SAN JUAN COUNTY BOARD OF HEALTH**

**There is hereby established a San Juan County Public Health Department, a Department of County Government pursuant to Utah Code 26A-1-101 through 124.**

- A. Repeal of Conflicting/Historical Ordinances. All other ordinances or parts of ordinances in conflict with any provision of this ordinance or in existence prior to January 5, 2021, are hereby repealed.
- B. Creation and Maintenance. The Board of San Juan County Commissioners shall create and maintain a local health department which includes and serves all incorporated and unincorporated areas in the County and ensure the operations thereof meet the Minimum Performance Standards required for State and Federal funding.
- C. Annual Budget. The Board of San Juan County Commission has established the operation of the local health department funded with appropriations from the General Fund and from the levy of a tax as defined under Section 17-53-221. Costs of establishing and maintaining a County Health Department shall be a charge of the County which created the Local Health Department as indicated in 26A-1-116. Upon approval of the Public Health Department budget by the Board of San Juan County Commissioners, the expenditure of the funds of the Public Health Department fund shall be consistent with policies and procedures developed and approved by the Board of San Juan County Commissioners. State Code requires that all funds be placed in a restricted account and be used to serve only health related services.
- D. Jurisdiction. The San Juan County Public Health Department shall have jurisdiction through the unincorporated and incorporated areas of San Juan County and shall enforce local health ordinances, State health laws, rules, regulations and standards.
- E. Appointment of Personnel.
- 1) All Public Health Department personnel shall be hired by the local health officer or his designee in accordance with the merit system, personnel policies, and compensation plans approved by the Board and ratified by the Board of San Juan County Commissioners. of San Juan County.
  - 2) Subject to the local merit system, employees of the Health Department may be removed by the local health officer for cause. A hearing by the Board shall be granted if requested by the employee or shall be handled pursuant to the County personnel policies.
- F. Organization. The San Juan County Health Department shall consist of a Board of Health,



a local Health Officer, and department personnel.

- 1) The Health Officer Shall be the Director and Executive Officer of the Department

- G. Treasurer. The San Juan County Treasurer shall serve as Treasurer of the Public Health Department.

**The local Board of Health shall be known as the "San Juan County Board of Public Health", pursuant to Utah Code 26A.**

- A. Authority. The San Juan County Public Health Department operates as a local health department under Title 26A, Chapter 1, Utah Code Annotated, 1953 as amended, and as organized under Section 26A-1-103 as a County health department.
- B. Membership. The San Juan County Board of Public Health shall consist of seven members residing in San Juan County, including: a member of the Board of San Juan County Commissioners and six other members, appointed by the Board of San Juan County Commission pursuant to Utah Code 26A-1-109.
- 1) Board members shall be nonpartisan and include geographical representation from both the incorporated and unincorporated areas of the County. Members should have knowledge or an interest in public health and environmental matters.
  - 2) The Board may include representatives from the municipalities included within the County.
  - 3) Any potential conflict of interest of any member shall be disclosed in accordance with applicable statutes and countywide policies and procedures.
  - 4) The Board may adopt bylaws for the transaction of its business and which bylaws are approved by the Board of San Juan County Commissioners. A majority of the Board members constitute a quorum.
  - 5) The Board shall at its organizational meeting elect from its members a chairman and a vice chairman and secretary.
  - 6) The Board members' terms of service shall be governed by State law.
  - 7) A majority of the members may not:
    - i) be primarily engaged in providing health care to individuals or in the administration of facilities or institutions in which health care is provided;
    - ii) hold a fiduciary position or have a fiduciary interest in any entity involved in the provision of health care;
    - iii) receive either directly or through a spouse more than 1/10 of the member's gross income from any entity or activity relating to health care; and
    - iv) be members of one type of business or profession.
- C. Powers and duties. The San Juan County health department has jurisdiction under Section 26A-1-108, Utah Code Annotated, 1953 as amended, in all unincorporated and incorporated areas of the County. The San Juan County Board of Public Health is hereby empowered to enforce all ordinances of the County and all applicable ordinances of the municipalities, and the laws, rules, and regulations and standards of the State of Utah,

now in force or that may hereafter be enacted, which relate to the health, sanitation and environment of the County.

- D. Public Health rules and regulations. The Board of Public Health shall make such rules and regulations, pursuant to Title 26A-1-121 of the Local Health Department Act and Title 19, Environmental Quality Code. Such rules and regulations shall have the force and effect of law if they are finally adopted by the Board of Public Health, after proper public notice and an opportunity for public hearing is given.
- 1) San Juan County Board of Public Health may make standards and regulations:
    - i. not in conflict with rules of the Departments of Health and Environmental Quality; and
    - ii. necessary for the promotion of public health, environmental health quality, injury control, and the prevention of outbreaks and spread of communicable and infectious diseases.
  - 2) The standards and regulations enacted by the San Juan County Board of Public health
    - i. supersede existing local standards, regulations, and ordinances pertaining to similar subject matter; and
    - ii. except as provided under Subsection (3) and except where specifically allowed by federal law or state statute, may not be more stringent than those established by federal law, state statute, or administrative rules adopted by the Utah Department of Health in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act.
  - 3) The San Juan County Board of Public Health may make standards and regulations more stringent than corresponding federal law, state statute, or state administrative rules for the purposes described in Subsection (1), only if the Board makes a written finding after public comment and a public hearing and based on evidence in the record, that corresponding federal laws, state statutes, or state administrative rules are not adequate to protect public health and the environment.
    - i. The findings shall address the public health information and studies contained in the record, which form the basis for the Board's conclusion.
- E. Public Health Required Reporting. The Board of Public Health shall annually report the operations of the Local Health Department and the Board to the Board of San Juan County Commission.

**Local Health Officer—Appointment—Powers and duties pursuant to Utah Code 26A.**

- A. Subject to Utah Code 26A-1-1-105.5 The Board of San Juan County Commission shall, in consultation with the Board of Public Health, appoint an executive director and determine the executive director’s compensation subject to ratification from the County Executive. The executive director appointed shall serve as the Local Health Officer.
1. The Local Health Officer shall:

- i. Have the qualifications of training and experience for that office equivalent to those approved by the Department for local health officers and at a level to satisfy the State and Federal Minimum Performance Standards;
  - ii. Be the Administrative and Executive officer of the local health department and devote full time to the duties of the office;
  - iii. Act as the local registrar of vital statistics within the local health department's boundaries without additional compensation or payment of fees provided by law;
  - iv. Prior to the beginning of each fiscal year, prepare an annual budget approved by the Board of Public Health and present it to the Board of San Juan County Commission and obtain final approval and adoption of the annual budget from the Board of San Juan County Commission; and
  - v. Prepare an annual report and provide it to the Department and the Board of San Juan County Commissioners.
- B. The Local Health Officer shall have and exercise the following powers and duties, in addition to all other powers and duties required by state law, federal law, and local ordinance:
1. Succeed to all powers and discharge all duties and perform all functions that by existing law are conferred upon or required to be discharged or performed by the Local Health Officer, or the Board of Public Health;
  2. In the absence or disability of the Local Health Officer, or if there is a vacancy in that office, the Board shall appoint an acting Health Officer for a temporary period not to exceed one year. The appointment shall be ratified by the County executive of the County;  
To prescribe standard operating procedures consistent with the law and countywide policies for the direction of the department, the conduct of its employees, the distribution and performance of its business, and the custody, use and preservation of the records, papers, books, documents and property pertaining to the Department of Public Health;
  3. To approve travel and subsistence expenses necessary for employees of the Department, as actually and necessarily incurred in the performance of their official duties when absent from their places of residence;
  4. Serve as the official Public Information Officer for Public Health and act as consultant to and official Public Information Officer spokesman for the Board of Public Health and County elected officials upon consultation with those officials and/or the County Executive in the County, Cities and Towns in which the department has jurisdiction; and
  5. To promote and enforce all Federal, State and local public health laws, ordinances, codes, rules and regulations in the department's areas of jurisdiction.

**NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COUNTY LEGISLATIVE BODY OF SAN JUAN COUNTY, UTAH, THAT;** the Board of San Juan County Commissioners

**PASSED, ADOPTED, AND APPROVED** by the Board of San Juan County Commissioners this 5<sup>th</sup> day of January 2021, by the following vote:

Those voting aye:

Those voting nay:

Those absent or abstaining:

**BOARD OF SAN JUAN COUNTY COMMISSIONERS**

\_\_\_\_\_  
Willie Grayeyes, Chair

**ATTEST:**

\_\_\_\_\_  
John David Nielson, Clerk/Auditor

####

## AN ORDINANCE AMENDING ORDINANCE 2018-01 THE RATIFICATION OF THE CREATION OF SAN JUAN COUNTY HEALTH DEPARTMENT AND SAN JUAN COUNTY BOARD OF HEALTH

There is hereby established a San Juan County Public Health Department, a Department of County Government pursuant to Utah Code 26A-1-101 through 124.

- A. Repeal of Conflicting/Historical Ordinances. All other ordinances or parts of ordinances in conflict with any provision of this ordinance or in existence prior to January ~~15, 2015~~2021, are hereby repealed.
- B. Creation and Maintenance. The Board of San Juan County Commissioners shall create and maintain a local health department which includes and serves all incorporated and unincorporated areas in the County and ensure the operations thereof meet the Minimum Performance Standards required for State and Federal funding.
- C. Annual Budget. The Board of San Juan County Commission has established the operation of the local health department funded with appropriations from the General Fund and from the levy of a tax as defined under Section 17-53-221. Costs of establishing and maintaining a County Health Department shall be a charge of the County which created the Local Health Department as indicated in 26A-1-116. Upon approval of the Public Health Department budget by the Board of San Juan County Commissioners, the expenditure of the funds of the Public Health Department fund shall be consistent with policies and procedures developed and approved by the Board of San Juan County Commissioners. State Code requires that all funds be placed in a restricted account and be used to serve only health related services.
- ~~A.~~
- D. Jurisdiction. The San Juan County Public Health Department shall have jurisdiction through the unincorporated and incorporated areas of San Juan County and shall enforce local health ordinances, State health laws, rules, regulations and standards.
- ~~B.~~
- ~~C.~~E. Appointment of Personnel.
- 1) All Public Health Department personnel shall be hired by the local health officer or his designee in accordance with the merit system, personnel policies, and compensation plans approved by the Board and ratified by the Board of San Juan County Commissioners. ~~personnel policies of the local health department of San Juan County.~~
  - ~~2) A personnel compensation plan shall be approved by the San Juan County board of health.~~
  - ~~3) The San Juan County Health Department shall develop personnel policies based on a merit system and shall submit the policies to the board for approval. If the board does not approve the policies, the board may adopt the personnel policies of San Juan County.~~
  - 2) Subject to the local merit system, employees of the Health Department may be removed by the local health officer for cause. A hearing by the ~~B~~board shall be granted if requested by the employee or shall be handled pursuant to the County personnel policies. ~~if the County policies have been adopted by the board.~~
  - ~~4)~~
- ~~D.~~F. Organization. The San Juan County Health Department shall consist of a Board of Health, a local Health Officer, and department personnel.

- 1) The Health Officer Shall be the Director and ~~CEO~~ Executive Officer of the Department
- 1) G. ~~Treasurer.~~ The San Juan County Treasurer shall serve as Treasurer of the Public Health Department.

**The local ~~board~~ Board of ~~health~~ Health shall be known as the "San Juan County ~~B~~board of Public ~~h~~Health", pursuant to Utah Code 26A.**

- A. Authority. The San Juan County Public hHealth Ddepartment operates as a local health department under Title 26A, Chapter 1, Utah Code Annotated, 1953 as amended, and as organized under Section 26A-1-103 as a County health department.
- B. Membership. The San Juan County Bboard of Public hHealth shall consist of seven members residing in San Juan County, including: a member of the Board of San Juan County Commissioners ~~county commission~~ and six other members, appointed by the Board of San Juan County Commission ~~county commission with advice and consent of the Health Officer~~ pursuant to Utah Code 26A-1-109.
- 1) Board members shall be nonpartisan and include geographical representation from both the incorporated and unincorporated areas of the County. Members should have knowledge or an interest in public health and environmental matters.
  - 2) The Board may include representatives from the municipalities included within the County.
  - 2) 3) Any potential conflict of interest of any member shall be disclosed in accordance with applicable statutes and countywide policies and procedures.

4) ~~The Board may shall~~ adopt bylaws for the transaction of its business and which bylaws are approved by the Board of San Juan County Commissioners. A majority of the Board members constitute a quorum.

5) The Board shall at its organizational meeting elect from its members a chairman and a vice chairman and secretary. governing the election of officers, committees, task forces and other advisory bodies to the board.

3)6) The ~~B~~board members' terms of service shall be governed by ~~S~~state law.

4)7) A majority of the members may not:

- i) be primarily engaged in providing health care to individuals or in the administration of facilities or institutions in which health care is provided;
- ii) hold a fiduciary position or have a fiduciary interest in any entity involved in the provision of health care;
- iii) receive either directly or through a spouse more than 1/10 of the member's gross income from any entity or activity relating to health care; and
- iv) be members of one type of business or profession.

C. Powers and duties. The San Juan County health department has jurisdiction under Section 26A-1-108, Utah Code Annotated, 1953 as amended, in all unincorporated and incorporated areas of the ~~C~~county. The San Juan County ~~B~~board of Public Hhealth is hereby empowered to enforce all ordinances of the ~~C~~county and all applicable ordinances of the municipalities, and the laws, rules, and regulations and standards of the ~~S~~state of Utah, now in force or that may hereafter be enacted, which relate to the health, sanitation and environment of the ~~C~~county. ~~C~~

D. Public Hhealth rules and regulations. ~~The B~~board of Public Hhealth shall make such rules and regulations, pursuant to Title 26A-1-121 of the Local Health Department Act and Title 19, Environmental Quality Code. Such rules and regulations shall have the force and effect of law if they are finally adopted by the ~~B~~board of Public Hhealth, after proper public notice and an opportunity for public hearing is given.

- 1) ~~S~~San Juan County ~~B~~board of Public Hhealth ~~San Juan County board of health~~ may make standards and regulations:
  - i. not in conflict with rules of the Departments of Health and Environmental Quality; and
  - ii. necessary for the promotion of public health, environmental health quality, injury control, and the prevention of outbreaks and spread of communicable and infectious diseases.
- 2) The standards and regulations enacted by the San Juan County ~~B~~board of Public health
  - i. supersede existing local standards, regulations, and ordinances pertaining to similar subject matter; and
  - ii. except as provided under Subsection (3) and except where specifically allowed by federal law or state statute, may not be more stringent than those established by federal law, state statute, or administrative rules adopted by the Utah Department of Health in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act.
- 3) The San Juan County ~~B~~board of Public Hhealth may make standards and regulations more stringent than corresponding federal law, state statute, or state administrative rules for the purposes described in Subsection (1), only if the ~~B~~board makes a written finding after public comment and a public hearing and based on evidence in the record, that corresponding federal laws, state statutes, or state administrative rules are not adequate to protect public health and the environment.

- i. The findings shall address the public health information and studies contained in the record, which form the basis for the Board's conclusion.

E. Public Health Required Reporting. The Board of Public Health shall annually report the operations of the Local Health Department and the Board to the Board of San Juan County Commission.

**Local Director of healthHealth Officer—Appointment—Powers and duties pursuant to Utah Code 26A and Utah Administrative Code R380-40.**

- A. Subject to Utah Code 26A-1-1-105.5 The Board of San Juan County Commission shall, in consultation with the Board of Public Health, appoint an executive director and determine the executive director's compensation subject to ratification from the County Executive. The executive director appointed shall serve as the Local Health Officer. The director of the San Juan County health department shall be appointed by the county board of health:
- 1.—If the director of health is a physician, they shall be a full-time physician who is a graduate of a legally chartered and legally constituted medical school, licensed to practice medicine in Utah. A license may be secured within six months from the date of appointment, and their employment will be subject to such other requirements as are set out by the state and the county merit system.
  - 2.—If the director of health is not a physician, they shall have successfully completed a master's degree in public health, nursing or other health discipline related to public health, or public administration, or business administration from an accredited school and have at least five years of professional public health experience, of which at least three years were in a senior level administrative capacity; or have successfully completed a bachelor's degree in a field closely related to public health work from an accredited school and have at least twelve years of professional full-time public health experience, of which at least ten years have been in a senior level administrative capacity.
  1. If the director of health is not a physician, the county health department shall contract with or employ a physician that is: residing in Utah and licensed to practice medicine in Utah; competent and experienced in a primary medical care field, such as family practice, pediatrics, or internal medicine; board certified in preventive medicine or in a primary medical care field, such as family practice, pediatrics, or internal medicine; able to supervise and oversee clinical services delivered within the county health department, including the approval of all protocols and standing orders; able to play a substantial role in reviewing policies and procedures addressing human disease outbreaks of public health importance; and able to participate in the Utah Department of Health's local health department physician network. The Local Health Officer shall:
    - i. Have the qualifications of training and experience for that office equivalent to those approved by the Department for local health officers and at a level to satisfy the State and Federal Minimum Performance Standards;
    - ii. Be the Administrative and Executive officer of the local health department and devote full time to the duties of the office;
    - iii. Act as the local registrar of vital statistics within the local health department's boundaries without additional compensation or payment of fees provided by law;



- iv. Prior to the beginning of each fiscal year, prepare an annual budget approved by the Board of Public Health and present it to the Board of San Juan County Commission and obtain final approval and adoption of the annual budget from the Board of San Juan County Commission; and
- v. Prepare an annual report and provide it to the Department and the Board of San Juan County Commissioners.

~~3.~~

B. The ~~director of health~~Local Health Officer shall have and exercise the following powers and duties, in addition to all other powers and duties required ~~of him~~ by state law, federal law, and local ordinance:

- ~~1.—Be the chief executive and administrative officer of the San Juan County health department, and the secretary and executive officer of the board of health;~~
- ~~2.1.~~ Succeed to all powers and discharge all duties and perform all functions that by existing law are conferred upon or required to be discharged or performed by the ~~San Juan County health director~~Local Health Officer, or the ~~Board of Public Health~~;
- ~~3.2.~~ With the approval of the board of health, to designate a member of the staff of the department of health as acting director of health, to act for and perform all the duties and functions of the director of health during any absence or disabilityIn the absence or disability of the Local Health Officer, or if there is a vacancy in that office, the Board shall appoint an acting Health Officer for a temporary period not to exceed one year. The appointment shall be ratified by the County executive of the County;
- ~~4.—~~To prescribe standard operating procedures consistent with the law and countywide policies for the direction of the department, the conduct of its employees, the

distribution and performance of its business, and the custody, use and preservation of the records, papers, books, documents and property pertaining to the ~~D~~department of ~~P~~ublic ~~H~~Health;

- ~~5.3.~~ To approve travel and subsistence expenses necessary for employees of the ~~D~~department, as actually and necessarily incurred in the performance of their official duties when absent from their places of residence;
- ~~6.~~ ~~Wherever the director of health is responsible for the performance of any act, an appropriate employee of the department may be authorized to act for the director;~~
- ~~7.~~ ~~Serve, without additional compensation or payment of fees provided by law, as local registrar of vital statistics for the area over which the department has jurisdiction with respect to enforcement of state health laws;~~
- ~~8.4.~~ Serve as the official Public Information Officer for Public Health ~~health~~ and act as consultant to and ~~official~~ ~~official~~ Public Information Officer ~~health~~ spokesman ~~for~~ ~~for~~ the Board of Public Health and County elected officials upon consultation with those officials and/or the County Executive in the ~~C~~ounty, ~~C~~ities and ~~T~~owns in which the department has jurisdiction;
- ~~5.~~ To promote and enforce all ~~F~~federal, ~~S~~state and local public health laws, ordinances, codes, rules and regulations in the department's areas of jurisdiction.
- ~~9.~~