



## BOARD OF COMMISSIONERS MEETING

In-Person and Electronic Meeting  
November 16, 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

#### APPROVAL OF AGENDA

#### PUBLIC COMMENT

*Public comments will be accepted through the following zoom link <https://us02web.zoom.us/j/3125521102> or by phone One tap mobile +16699006833,,3125521102# US (San Jose)*

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

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

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

- [1.](#) Approval of Commission Meeting Minutes for November 3, 2021
- [2.](#) Ratification of Annual Medical Insurance Renewal Contracts
- [3.](#) Approval of Check Registers for October 30, 2021 through November 10, 2021

#### RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

- [4.](#) Consideration and Direction to William Cooper and the San Juan County Redistricting Map **Option B, Option C, and Option D** for County Commission Voting Districts and School Board Members Voting Districts. William Cooper

## **BUSINESS/ACTION**

5. Consideration and Approval of Truck Purchase, TJ Adair, Road Superintendent
6. CONSIDERATION AND ADOPTION OF THE UPDATED DRUG FREE WORKPLACE POLICY, Ann Marie Burgess, HR Generalist
7. Consideration and Approval of the FY22 Violence and Injury Prevention Program Grant with the State of Utah, Department of Health and San Juan County, Dr. Grant Sunada, Public Health Director
8. Consideration and Approval of the Childhood Lead Poisoning Prevention and Surveillance FY21-FY26 Contract with the State of Utah, Department of Health and San Juan County, Dr. Grant Sunada, Public Health Director
9. Consideration and Approval Public Health Crisis Response Workforce Supplemental Grant Contract for FY21-FY23 with the State of Utah, Department of Health and San Juan County, Dr. Grant Sunada, Public Health Director
10. Consideration and Approval of the Interlocal Agreement for the Westwater Infrastructure Design with the Navajo Tribal Utility Authority for the Westwater Design. Mack McDonald, Chief Administrative Officer
11. Consideration and Approval of the Vendor Contract with Moab Heat N Cool, LLC and San Juan County for HVAC upgrades in the Administration Building, 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**  
**In-Person and Electronic Meeting**  
**November 03, 2021 at 11:00 AM**

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**MINUTES**

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

**Audio Link: Opening-** <https://www.utah.gov/pmn/files/779063.MP3>

**Closing-** <https://www.utah.gov/pmn/files/779061.MP3>

**Video Link:** <https://www.youtube.com/watch?v=rBeywRs2YYY>

**CALL TO ORDER**

**Time Stamp 1:12 (audio & video)**

Commissioner Grayeyes called the meeting to order at 11:00 am.

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

**ROLL CALL**

**Time Stamp 1:43 (audio & video)**

**PRESENT**

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

**INVOCATION**

Elaine Gizler - Director of Economic Development & Visitors Services.

**APPROVAL OF AGENDA**

**Time Stamp 3:11 (audio & video)**

Mack went over the agenda and briefly reviewed the contents.

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

## **PUBLIC COMMENT**

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<https://us02web.zoom.us/j/3125521102> Meeting ID: 312 552 1102 One tap mobile +16699006833,,3125521102# US (San Jose)*There will be a three minute time limit for each person wishing to comment. If you exceed that three minute time limit the meeting controller will mute your line.*

### **Time Stamp 7:06 (audio & video)**

Kim Henderson of Monticello - She asked the Commissioners to not support Agenda #10, which is an Op-ed in the Durango newspaper thanking President Biden for restoring the original boundaries of Bear's Ears Monument. She questioned the key points of the article.

Ron Skinner of Monticello - Ron disagreed with Agenda #10, he also questioned the key points of the article.

Cheryl Bowers of Blanding - Cheryl agreed with the previous public comments regarding the Op-ed. She also read a letter from the City of Blanding who expressed concern over the dividing of Blanding into the three Commission districts and into two districts for the School Board boundaries.

Logan Monson of Blanding - Logan agreed with the previous public comments about the Op-ed. He questioned why the chapterhouses were split apart in the redistricting process.

Leonard Gorman of Window Rock - Leonard is the Director of the Navajo Nation Human Rights Commission. He expressed the desire for his office to be part of the redistricting efforts.

Bayley Hedglin of Monticello - Bayley questioned the accuracy of the Op-ed. She also raised the question as to where was the federal funding to mitigate the increased number of tourists traveling to San Juan County.

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

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### **Time Stamp 33:35 (audio & video)**

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

1. Approval of the October 19, 2021 Commission Minutes



See Consent Agenda approval – Same action as above.

2. Approval of the Check Registers for October 16 through October 29, 2021
3. Ratification and Continuation of the Visa Vue Destination Insights Service Subscription Agreement 2021-2022 Program
4. Consideration and Approval of Small Purchase Orders for October 19- November 1, 2021
5. Consideration and Approval of the Appointment of Zach Johnson to San Juan County Noxious Weed Control Board

## RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

6. Consideration and Direction to William Cooper and the San Juan County Redistricting Map Option for County Commission Voting Districts and School Board Members Voting Districts. William Cooper

**Time Stamp 33:40 (audio & video)** Internet disconnected. Continued with rest of agenda.

**Time Stamp 1:08:01 (audio & video)** Internet connection resumed returned to presentation.

Bill Cooper (SJ County consultant) of Virginia - Bill presented several maps to be reviewed in the Commission and School redistricting process. He recommended for interested individuals to access Dave's Redistricting website to review the maps. Bill will provide additional information at the next Commission meeting on November 16, 2021.

## BUSINESS/ACTION

7. Consideration and Approval of Hazard Mitigation Grant Program Match Letter. Tammy Gallegos, Emergency Manager

**Time Stamp 49:50 (audio & video)**

Tammy Gallegos presented the grant contract. The FEMA grant is related to the Pack Creek fire cleanup.

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

8. Consideration and Approval of the Green our Planet/Hydroponics Grant. Nicole Perkins, Library Director

**Time Stamp 53:40 (audio & video)**

Nicole Perkins presented the MOU letter between Blanding & Monticello.

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

9. Consideration and Approval of a Contract between San Juan County and Mom's Meals. Tammy Gallegos. Aging Director

**Time Stamp 56:03 (audio & video)**

Tammy presented the contract for short notice meals for the senior program.

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

10. Consideration, Approval or Suggestions for the Opinion Editorial on Bears Ears National Monument. Commissioner Kenneth Maryboy

**Time Stamp 57:24 (audio & video)**

Mack presented the Bear's Ears Monument Op-ed letter for the Commissioners to review.

Second failed.

11. Consideration and Approval of Purchase of Meals on Wheels Vehicle. Tammy Gallegos, Aging Director

**Time Stamp 1:01:41 (audio & video)**

Tammy Gallegos presented the contract for the vehicle. Three bids presented, one chosen.

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

12. Consideration and Approval of Data across Sectors for Health (DASH) Grant Application. Tammy Gallegos, Aging Director

**Time Stamp 1:03:15 (audio & Video)**

Tammy Gallegos presented the Grant contract for the gathering of health indicators .

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

13. Consideration and Approval of the Notice of Award and Intent to Negotiate a Contract with The Appraisers, Inc to Perform Appraisal Services in San Juan County, Mack McDonald, Chief Administrative Officer/Purchasing Agent

**Time Stamp 1:04:33 (audio & video)**

Mack presented the proposal for procuring an appraisal company to perform commercial appraisals of several commercial companies.

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

## **BOARD OF EQUALIZATION**

### **Time Stamp 1:40:46 (audio & video)**

Vote to enter BOE. Commissioner Adams motioned to enter into BOE. Commissioner Maryboy seconded the motion. All voted yea.

Greg Adams presented the BOE packet, which consisted of numerous properties damaged by the Pack Creek fire.

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

### **Time Stamp 1:51:47 (audio & video)**

Vote to exit from BOE. Commissioner Adams motioned to exit BOE. Commissioner Maryboy seconded the motion. All voted yea.

14. Consideration of Property Tax Adjustments on Parcels Needing Adjustment Received After the Board of Adjustment Deadline. Rick Meyer, County Assessor

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

## **EXECUTIVE SESSION**

The Board of San Juan County Commissioners will enter into a closed Executive Session as permitted under UCA 52-4-205 to discuss pending or reasonably imminent litigation.

### **Time Stamp 1:51:57 (audio & video)**

Vote to enter Executive session. Roll call vote - Commissioner Adams and Commission Chairman Grayeyes.

Vote to exit Executive session. Commissioner Adams motioned, second by Commission Grayeyes. Roll call vote: Commissioner Adams and Commission Chairman Grayeyes.

Requested County Attorney to follow directions per Commission.

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

## **COMMISSION REPORTS**

### **Time Stamp 4:03 (audio & video)**

Commissioner Adams - reported on several meetings.

Commissioner Maryboy - will be out for personal reasons for several days.

Commissioner Grayeyes - reported several meetings within the county and state.

**ADJOURNMENT**

**Time Stamp 12:32 (audio & video)**

Commissioner Grayeyes asked for adjournment.

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

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

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

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

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

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



## COMMISSION STAFF REPORT

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**MEETING DATE:** November 16, 2021

**ITEM TITLE, PRESENTER:** Ratification of Annual Medical Insurance Renewal Contracts – Mack McDonald, Chief Executive Officer

**RECOMMENDATION:** Ratification

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### SUMMARY

Annual renewal documents for health insurance

### HISTORY/PAST ACTION

Approval/Ratification

### FISCAL IMPACT

### Schedule of Administrative Services and Fees

**Group Name:** SAN JUAN COUNTY  
**Group Id:** 10040282  
**Quote Id:** 0041233-02  
**Renewal Period:** January 1, 2022 to December 31, 2022  
**Enrolled Medical Employees as of June 2021:** 131  
**Account Executive:** Amy Bezzant  
**Agent/Brokerage:** JOHNSON, MARK L, GBS BENEFITS INC

Administrative Fees		
	Current PEPM	Renewal PEPM
Medical Claims Administration	\$52.97	\$52.97
Credit for Stop Loss bundled services	(\$4.00)	(\$4.00)
Credit for Regence Pharmacy bundled services	(\$4.00)	(\$4.00)
<b>Medical Administration Subtotal</b>	<b>\$44.97</b>	<b>\$44.97</b>
Regence Handles All Levels of Claims Appeals	\$1.00	\$1.00
Network Access	Included	Included
<b>Core Care Management Programs</b>	Included	Included
Utilization Management		
Case Management		
Transplant Case Management		
Clinical Account Management Support		
Radiology Quality Initiative		
<b>Medical Administration Total</b>	<b>\$45.97</b>	<b>\$45.97</b>

**Vision Administration** **\$1.95** **\$1.95**

Commissions / Fees		
	Current PEPM	Renewal PEPM
Medical Commission	\$0.00	\$0.00

Total Administrative Fees		
	Current PEPM	Renewal PEPM
Medical	\$45.97	\$45.97
Vision	\$1.95	\$1.95
Commission & Fees	\$0.00	\$0.00
<b>Total Administrative Fees</b>	<b>\$47.92</b>	<b>\$47.92</b>

Claims Terms		
	Current	Renewal
Required Advance Deposit	Waived	Waived
Frequency of Claims Payment	Weekly	Weekly
Payment Method	ACH Pull (Regence initiates)	ACH Pull (Regence initiates)

## Schedule of Administrative Services and Fees

<b>Group Name:</b>	<b>SAN JUAN COUNTY</b>
<b>Group Id:</b>	<b>10040282</b>
<b>Quote Id:</b>	<b>0041233-02</b>
<b>Renewal Period:</b>	<b>January 1, 2022 to December 31, 2022</b>
<b>Enrolled Medical Employees as of June 2021:</b>	<b>131</b>
<b>Account Executive:</b>	<b>Amy Bezzant</b>
<b>Agent/Brokerage:</b>	<b>JOHNSON, MARK L, GBS BENEFITS INC</b>

Service Fees	
<b>Pre and Post Pay Services</b>	
Coordination of Benefits	Included
Subrogation Cost Containment	30%
Vendor Recoveries (includes Post-Payment Claims Review/Audit)	30%
Special Investigations Unit (formerly Fraud & Abuse)	30%
Prioritized Payment Reviews	30%
Intelligence Driven Payment Solutions	30%
Supplemental Out-of-Network Savings	30%
<b>Reporting and Technology</b>	
Employer Based Reporting	Included
Ad-hoc/Custom Reports	\$150 per hour with \$1,200 minimum
Regence.com	Included
Customized Website	Dependent on customization
<b>Setup and Installation</b>	
Plan Setup and Installation	Included
ID Cards - Standard	Included
ID Cards - Custom	Dependent on customization
Preparation of Summary Plan Document	Included
Preparation of Summary of Benefits and Coverage	Included
<b>Administration Services</b>	
Client Audits	\$150/hour over Regence standard audit commitment at IRO cost
Claim Appeals - Voluntary External Appeal (IRO)	
Drugs under medical benefit	
Clinical Pre-Authorization	\$55 per pre-authorization determination
Internal Clinical Appeals	\$250 per appeal
BlueCard Access and Surcharge Fees	Billed as they occur
BlueCard Fees (BC Admin)	Billed as they occur
Custom BlueCard Fees (BC PEPM)	Billed as they occur
Value Based Program Fees	Billed as they occur
ACO Managed Care Fees	Not Applicable

## Schedule of Administrative Services and Fees

<b>Group Name:</b>	<b>SAN JUAN COUNTY</b>
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### Renewal Assumptions and Conditions

1. All rates are guaranteed for the twelve month period beginning January 1, 2022 through December 31, 2022, except in the case of:
  - \* Government mandated benefit change;
  - \* New or revised government taxes;
  - \* An amendment of the benefit plan or contract;
  - \* A business reorganization (e.g., acquiring, merging or selling a portion of the business operation) resulting in a +/- 10% enrollment change; or
  - \* Any change in employer contribution, employee eligibility, or probationary period.
2. The census used in the rate calculation follows:  
 Medical 131 Subscribers, 451 Members
3. Dependent eligibility must flow through the enrolled subscriber.
4. Effective January 1, 2014, Affordable Care Act (ACA) requires that probationary period does not exceed 90 days.
5. Group maintains the current contribution schedule.
6. Regence has the right to non-renew any group that does not meet the standard minimum employer contribution at time of renewal: 75% of the employee rate or minimum of 50% of the employee and dependent rates.
7. Regence has the right to non-renew any group that does not meet the standard minimum participation at the time of renewal: 75% of eligible employees and 50% of all employees, whichever is greater.
8. Regence has the right to non-renew this ASC contract for any group that falls below 51 subscribers.
9. Rates within this offer are based on at least 50% of the enrolled employees residing in the Regence and its affiliated service areas. "Affiliated service areas" refers to geographic areas served by Asuris Northwest Health, Regence BlueCross BlueShield of Oregon, Regence BlueShield of Idaho, Inc., Regence BlueCross BlueShield of Utah, and /or Regence BlueShield.
10. The quoted rates assume that Regence will not be subject to the benefit or administrative mandates of any other state. In the event that a benefit or administrative mandate is applicable or imposed upon us, we reserve the right to immediately re-evaluate our underwriting position.
11. The rates assume a true employee/employer relationship and that Regence would be contracting with one legal entity. Prior to enrollment, proof may be required documenting that this group is one legal contracting entity.
12. Rates assume standard reporting. Any customized reporting required by the broker/Group may result in additional fees.
13. Regence Underwriting guidelines apply.
14. Acceptance of this offer (with or without changes) is required no later than 15 days prior to the effective date. No retroactive changes are allowed. Our offer expires 30 days from the release date. The Group's master application must be completed, signed by the Group or group representative, and submitted to Underwriting for review no later than 15 days prior to the effective date of the contract. Failure to provide complete, signed paperwork in a timely manner will result in non-issuance of the contract.
15. Regence reserves the right to rerate if any of these assumptions are changed.
16. Commencement Day is the stop loss carrier.
17. Regence administers pharmacy benefits.
18. The Medical administration excludes value based program (VBP) fees. VBP fees will be included in the claims invoice if applicable.
19. Regence will handle all member's claims appeals.
20. When Regence handles all levels of appeals, fees related to a member's independent medical review organization (IRO) claim appeal will be billed to the Group.
21. Administrative services fee for claims incurred prior to termination and paid during the runout period is 12% of paid claims costs.
22. The runout period is 15 months after termination date.
23. Other state tax fees will be billed to the Group.
24. Rates do not include fees for the Reinsurance Tax. Self Insured groups must pay the assessment directly.
25. Rates do not include fees for the Patient Centered Outcome Research Trust Fund. Self Insured groups must pay the assessment directly.
26. Effective September 23, 2010, the Patient Protection and Affordable Care Act prohibits employers from discriminating in favor of highly compensated individuals as set forth in Internal Revenue Code section 105(h) and implementing regulations. Regence is unable to determine whether a plan discriminates in a way that violates the new law because it does not have access to information such as corporate structure, employee salaries, stock ownership, length of service, percentage of premiums paid by the employer, etc. Because the new law imposes fines on employers with discriminatory plans, Regence recommends that employers obtain tax and/or legal advice to ensure they comply with nondiscrimination requirements.



### Schedule of Administrative Services and Fees

**Group Name:** SAN JUAN COUNTY  
**Group Id:** 10040282  
**Quote Id:** 0041233-02  
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**EMPLOYER ACCEPTANCE**

I acknowledge that this document includes all selected benefit options and rates associated with these benefits. Furthermore, I agree to the effective date of coverage, contingencies and assumptions listed in this document.

Authorized Signature: Mark McDonald

Date: 11-9-2021

## Schedule of Pharmacy Services and Fees

## SAN JUAN COUNTY

Group Id: 10040282

Renewal Effective Date: January 1, 2022 through December 31, 2022

## Schedule of Pharmacy Discounts, Dispensing Fees, and Rebates

**Discounts and Dispensing Fees**

<b>Broad Plus Network Applies</b>	<b>AWP Minus</b>		<b>Dispensing Fees</b>	
	<b>Brand</b>	<b>Generic</b>	<b>Brand</b>	<b>Generic</b>
Retail	17.20%	77.90%	\$0.95	\$0.95
Extended Supply Network (ESN)	20.60%	81.20%	\$0.00	\$0.00
Mail	20.60%	81.20%	\$0.00	\$0.00
Aggregate Specialty <sup>1</sup>	19.00%		\$0.00	

<sup>1</sup> Discounts are based on exclusive specialty arrangement**Rebates**

<b>Standard Drug List Applies</b>	<b>Retail</b>	<b>ESN</b>	<b>Mail</b>	<b>Specialty</b>
Brand	\$108.00	\$260.00	\$364.00	\$1290.00

Pharmacy Administration Fee: Included

## Schedule of Pharmacy Services and Fees

**Claims Processing**

▪ Eligibility Management	Included
▪ Retail, Mail, and specialty claims processing	Included
▪ Out-of-network, COB, subrogation, paper claims	\$3 per claim
▪ Real-time accumulator integration	Included
▪ Coupon Accumulator Adjustment Program	Included

**Rebates**

▪ Rebate administration	Included
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**Pharmacy Networks**

▪ Standard pharmacy network management (retail, home delivery, specialty, extended supply)	Included
▪ Pharmacy auditing	Included

**Client Services**

▪ Account management & implementation support	Included
▪ Standard reporting (includes utilization performance reporting, new drug pipeline forecast, disruption reports (upon request), clinical program review)	Included
▪ Ad hoc/custom reporting	\$150 per hour, with \$1,200 minimum
▪ Online reporting tool (EBR)	Included
▪ Pharmacy data extracts to third-party vendors (ORTF, PA files, etc.)	\$6,000 per data extract (only applies upon termination of pharmacy coverage)

## Schedule of Pharmacy Services and Fees

### SAN JUAN COUNTY

Group Id: 10040282

Renewal Effective Date: January 1, 2022 through December 31, 2022

#### Schedule of Pharmacy Services and Fees (Continued)

##### Member Services

- |                                                                                                         |                                        |
|---------------------------------------------------------------------------------------------------------|----------------------------------------|
| ▪ Program enrollment materials (welcome packet, member handbook, formulary guide, ID cards, etc.)       | Included                               |
| ▪ Standard member communications                                                                        | Included                               |
| ▪ Custom communication materials (upon customer request)                                                | \$250 set-up fee,<br>\$2.50 per letter |
| ▪ Call center custom campaign (upon customer request)                                                   | \$15 per call                          |
| ▪ Standard member website (plan-specific information, claims history, pharmacy locator, cost estimator) | Included                               |

##### Clinical Programs

- |                                                                                                                 |                                             |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| ▪ Administrative pre-authorization                                                                              | Included                                    |
| ▪ Clinical pre-authorization (drugs under pharmacy benefit)                                                     | \$55 per pre-authorization<br>determination |
| ▪ Internal clinical appeal (drugs under pharmacy benefit)                                                       | \$250 per appeal                            |
| ▪ External clinical appeal (drugs under pharmacy benefit)                                                       | \$350 per appeal                            |
| ▪ Peer-to-peer physician review                                                                                 | Included                                    |
| ▪ Other utilization management tools (step therapy, quantity limits, trend management and prospective analysis) | Included                                    |
| ▪ Drug recall reporting                                                                                         | Included                                    |
| ▪ Concurrent drug utilization review, including Point-of-Sale pharmacy alerts                                   | Included                                    |
| ▪ GuidedHealth (retrospective drug utilization review):                                                         | Included                                    |
| Controlled Substance Program                                                                                    |                                             |
| Polypharmacy                                                                                                    |                                             |
| Duplicate therapy                                                                                               |                                             |
| Medication Adherence                                                                                            |                                             |
| Missed Refills                                                                                                  |                                             |
| Gaps in care                                                                                                    |                                             |
| Opioid Management                                                                                               |                                             |
| ▪ Standard formulary development and management                                                                 | Included                                    |
| ▪ ePrescribing                                                                                                  | Included                                    |
| ▪ Fraud, waste and abuse (FW&A)                                                                                 | Included                                    |
| ▪ Specialty drug case management for:                                                                           | Included                                    |
| Hepatitis C                                                                                                     |                                             |
| Multiple Sclerosis                                                                                              |                                             |
| Inflammatory Diseases                                                                                           |                                             |
| Immune Deficiency                                                                                               |                                             |
| Cancer                                                                                                          |                                             |
| Pulmonary Arterial Hypertension                                                                                 |                                             |
| ▪ Optimum Value List                                                                                            | Included                                    |
| ▪ Controlled substance management program                                                                       | Included                                    |
| ▪ High Cost Drug Exclusions List                                                                                | Included                                    |

## Schedule of Pharmacy Services and Fees

### SAN JUAN COUNTY

Group Id: 10040282

Renewal Effective Date: January 1, 2022 through December 31, 2022

#### Pharmacy Pricing Assumptions and Provisions

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

#### EMPLOYER ACCEPTANCE

I acknowledge that this document includes all selected benefit options and rates associated with these benefits. Furthermore, I agree to the effective date of coverage, contingencies and assumptions listed in this document.

Authorized Signature: \_\_\_\_\_

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

**San Juan County  
Check Register  
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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Alan's Body Shop	119782	14036	11/08/2021	11/09/2021	545.00	SJC Sheriff Dept	104210250 - Equipment Operation
					<b>\$545.00</b>		
Allstate Insurance	119783	C040254700	11/08/2021	11/09/2021	3,066.02	Employee benefits	102237000 - Allstate
					<b>\$3,066.02</b>		
Amazon Capital Services	119784	11R3-66DP-6M1	11/08/2021	11/09/2021	115.60	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	119784	17XQ-FDNF-9R	11/08/2021	11/09/2021	330.08	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	119784	1YXN-7G3R-P7	11/08/2021	11/09/2021	279.93	SJC Road Dept	214412250 - Equipment Operation
					<b>\$725.61</b>		
					<b>\$725.61</b>		
Amerigas Propane LP	119785	3127612829	11/08/2021	11/09/2021	200.77	200752247	104225270 - Utilities
Amerigas Propane LP	119785	3128075502	11/08/2021	11/09/2021	49.05	200752247	104225270 - Utilities
					<b>\$249.82</b>		
					<b>\$249.82</b>		
Ancient Wayves River and Hiking	119786	1043	11/08/2021	11/09/2021	160.00	SJC EC DEV	104193480 - Special Department Su
					<b>\$160.00</b>		
Animas Surgical Hospital	119787	ASH2021110513	11/08/2021	11/09/2021	11,459.76	SJC SHERIFF	104230312 - Medical Expenses
					<b>\$11,459.76</b>		
Best Deal Spring Inc.	119788	20010045-00	11/08/2021	11/09/2021	63.87	SJC Road Dept	214412250 - Equipment Operation
					<b>\$63.87</b>		
Blanding City	119789	BC102521	10/25/2021	11/09/2021	558.33	553343140 - San Juan Public Health	255007.270 - Indirect Admin Utilities
Blanding City	119789	BC20210311043	11/08/2021	11/09/2021	468.84	501683003 Blanding Senior Center	104672270 - Utilities
Blanding City	119789	BC20211105121	11/08/2021	11/09/2021	565.13	551750001 - 1049 S Main	214414270 - Utilities
Blanding City	119789	BC20211105121	11/08/2021	11/09/2021	57.09	551750001 - 1091 S MAIN ST	214414270 - Utilities
Blanding City	119789	BC20211105132	11/08/2021	11/09/2021	131.77	501820007	104165270 - Utilities
Blanding City	119789	BC20211105132	11/08/2021	11/09/2021	574.33	501640001 Blanding Library	724168270 - Utilities
Blanding City	119789	BC20211105145	11/08/2021	11/09/2021	127.97	500790001 Blanding Ambulance Garage	264350270 - Utilities
Blanding City	119789	CB20210311043	11/08/2021	11/09/2021	130.00	SJC LANDFILL	574424260 - Buildings and Grounds
					<b>\$2,613.46</b>		
					<b>\$2,613.46</b>		
Blue Mountain Foods	119790	114910	11/08/2021	11/09/2021	4.12	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	119790	114912	11/08/2021	11/09/2021	38.81	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	119790	114915	11/08/2021	11/09/2021	4.76	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	119790	114936	11/08/2021	11/09/2021	94.23	SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	119790	114943	11/08/2021	11/09/2021	19.31	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	119790	114947	11/08/2021	11/09/2021	10.44	SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	119790	114953	11/08/2021	11/09/2021	53.96	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	119790	114964	11/08/2021	11/09/2021	28.15	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	119790	114967	11/08/2021	11/09/2021	12.25	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	119790	114985	11/08/2021	11/09/2021	78.03	SJC Aging	104678329 - Meals - Bluff

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<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Blue Mountain Foods	119790	114995	11/08/2021	11/09/2021	72.41	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	119790	114996	11/08/2021	11/09/2021	23.45	SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	119790	115013	11/08/2021	11/09/2021	15.42	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	119790	115017	11/08/2021	11/09/2021	18.45	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	119790	115020	11/08/2021	11/09/2021	18.33	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	119790	115040	11/08/2021	11/09/2021	35.42	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	119790	115041	11/08/2021	11/09/2021	102.61	SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	119790	115053	11/08/2021	11/09/2021	31.34	SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	119790	115064	11/08/2021	11/09/2021	55.52	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	119790	115068	11/08/2021	11/09/2021	19.14	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	119790	115069	11/08/2021	11/09/2021	28.46	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	119790	115075	11/08/2021	11/09/2021	10.14	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	119790	115099	11/08/2021	11/09/2021	120.07	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	119790	115110	11/08/2021	11/09/2021	91.49	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	119790	115120	11/08/2021	11/09/2021	35.33	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	119790	115121	11/08/2021	11/09/2021	15.96	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	119790	115130	11/08/2021	11/09/2021	47.46	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	119790	115131	11/08/2021	11/09/2021	14.89	SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	119790	115140	11/08/2021	11/09/2021	24.43	SJC Aging	264350330 - Employee Education
					<b>\$1,124.38</b>		
					<b>\$1,124.38</b>		
Bound Tree Medical LCC	119791	84264577	11/08/2021	11/09/2021	149.25	SJC Ambulance Service	264350610 - Miscellaneous Supplie
Bound Tree Medical LCC	119791	84264578	11/08/2021	11/09/2021	100.68	SJC Ambulance Service	264350610 - Miscellaneous Supplie
Bound Tree Medical LCC	119791	84266464	11/08/2021	11/09/2021	1,225.42	SJC Ambulance Service	264350610 - Miscellaneous Supplie
					<b>\$1,475.35</b>		
					<b>\$1,475.35</b>		
Brooke Pehrson Photography	119792	0066	11/08/2021	11/09/2021	50.00	HEAD SHOTS	104193240 - Office Expense
					<b>\$50.00</b>		
Cintas Corporation #108	119793	4099964506	11/08/2021	11/09/2021	72.25	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	119793	4100623599	11/08/2021	11/09/2021	32.85	SJC Road Dept	102298000 - Health Insurance Clai
Cintas Corporation #108	119793	4100623599	11/08/2021	11/09/2021	39.40	SJC Road Dept	214414260 - Buildings and Grounds
					<b>\$144.50</b>		
					<b>\$144.50</b>		
Clark, Sharmayne	119794	SC20211102111	11/08/2021	11/09/2021	560.00	Alternatives	104679615 - Contracts
					<b>\$560.00</b>		
Collins, Catherine	119796	CC20211102111	11/08/2021	11/09/2021	560.00	Alternatives	104679615 - Contracts
					<b>\$560.00</b>		
Comfort Inn & Suites	119797	59792984	11/08/2021	11/09/2021	190.96	SJC Sheriff	104210230 - Travel Expense
Comfort Inn & Suites	119797	59798254	11/08/2021	11/09/2021	190.96	SJC Sheriff	104230230 - Travel Expense
Comfort Inn & Suites	119797	59799082	11/08/2021	11/09/2021	190.96	SJC Sheriff	104230230 - Travel Expense
Comfort Inn & Suites	119797	59799083	11/08/2021	11/09/2021	190.96	SJC Sheriff	104230230 - Travel Expense

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Comfort Inn & Suites	119797	59799088	11/08/2021	11/09/2021	190.96	SJC Sheriff	104230230 - Travel Expense
Comfort Inn & Suites	119797	59817195	11/08/2021	11/09/2021	286.44	SJC Sheriff	104230230 - Travel Expense
Comfort Inn & Suites	119797	59817308	11/08/2021	11/09/2021	286.44	SJC Sheriff	104230230 - Travel Expense
					<u>\$1,527.68</u>		
					<b>\$1,527.68</b>		
Davis County Government	119798	115781	11/08/2021	11/09/2021	549.00	SJC Sheriff	104232280 - Telephone
					<u>\$549.00</u>		
Department of Health	119799	22H5000207	10/22/2021	11/09/2021	228.92	SJPH - TCM Reconciliation	255192.980 - TCM Intergovernment
Department of Health	119800	22F0000058	10/18/2021	11/09/2021	203.00	SJC Public Health - Certificate sales reconcilia	255013.980 - Vital Statistics Intergov
					<u>\$431.92</u>		
Dominion Energy	119801	DE20210311042	11/08/2021	11/09/2021	64.73	8743860000 96 W 100 S	264350270 - Utilities
Dominion Energy	119801	DE20210311043	11/08/2021	11/09/2021	41.92	7624767442 881 E Center	104225270 - Utilities
Dominion Energy	119801	DE20210311043	11/08/2021	11/09/2021	25.79	4922180000 835 E Central Office	104255270 - Utilities
Dominion Energy	119801	DE20210311043	11/08/2021	11/09/2021	61.08	6063860000 Central Rd	104225270 - Utilities
Dominion Energy	119801	DE20210311043	11/08/2021	11/09/2021	61.09	6063860000 Central Rd	104255270 - Utilities
Dominion Energy	119801	DE20211105132	11/08/2021	11/09/2021	20.82	0922180000 835 E Central Fair	104620270 - Utilities
Dominion Energy	119801	DE20211105132	11/08/2021	11/09/2021	9.62	2922180000 835 E Central Book	104161270 - Utilities
Dominion Energy	119801	DE20211105145	11/08/2021	11/09/2021	64.73	8743860000 96 W 100 S	264350270 - Utilities
					<u>\$349.78</u>		
					<b>\$349.78</b>		
Duncan, Lyman	119802	LD20210511012	11/08/2021	11/09/2021	68.52	Travel Reimbursement	104173230 - Travel Expense
					<u>\$68.52</u>		
Earthgrains Baking Company	119803	85272224148	11/08/2021	11/09/2021	58.20	SJC Sheriff	104230480 - Kitchen Food
Earthgrains Baking Company	119803	85272224195	11/08/2021	11/09/2021	58.20	SJC Sheriff	104230480 - Kitchen Food
					<u>\$116.40</u>		
					<b>\$116.40</b>		
Emery Telcom	119804	2278SZ10001.02	11/08/2021	11/09/2021	2,041.08	SJC 2278	104574615 - Contracts
					<u>\$2,041.08</u>		
					<b>\$2,041.08</b>		
Empire Electric Assoc. Inc.	119805	EE20211104151	11/08/2021	11/09/2021	34.13	9579010 - Fire DP - Cedar Point	104225270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211104151	11/08/2021	11/09/2021	43.96	9579007 - Fire C	104225270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105120	11/08/2021	11/09/2021	65.00	9579025 - 881 E Center St	214414270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	99.82	9579006 - PO Box 338	104225270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	99.83	9579006 - PO Box 338	104255270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	58.66	9579005 - Hwy 491 Shop	104225270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	58.66	9579005 - Hwy 491 Shop	264350270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	58.69	9579005 - Hwy 491 Shop	104255270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	86.94	9579019 - Fairgrounds Conces	104620270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	124.40	9579020 - 917 E Center Fairgrounds	104161270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	61.06	6135 - Airport Hangar Hwy 191	104166270 - Utilities

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	534.31	9579003 - 80 N Main St	724167270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	1,163.82	9579004 - 117 S Main	104161270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	43.49	9579032 - 81 E Pinion St	104161270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	934.02	9579028 Abajo Peak	104574270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105132	11/08/2021	11/09/2021	127.26	9579029 - 264 S 100 E	104161270 - Utilities
Empire Electric Assoc. Inc.	119805	EE20211105145	11/08/2021	11/09/2021	111.39	9579027 - 96 W 100 S	264350270 - Utilities
					<b>\$3,705.44</b>		
					<b>\$3,705.44</b>		
Farmers Telecommunications Inc	119806	FTC2021110415	11/08/2021	11/09/2021	54.99	6921 Cedar Point Volunteer Fire	104225280 - Telephone
					<b>\$54.99</b>		
Fastenal Company	119807	COBAY67762	11/08/2021	11/09/2021	78.56	SJC Road	214412250 - Equipment Operation
					<b>\$78.56</b>		
Firefly Designs, Inc	119808	316	11/08/2021	11/09/2021	30.25	SJC EC DEV	104193240 - Office Expense
					<b>\$30.25</b>		
Four Corners Welding & Gas	119809	GR00161610	11/08/2021	11/09/2021	37.00	SJC Landfill	574424610 - Miscellaneous Supplie
Four Corners Welding & Gas	119809	GR00161611	11/08/2021	11/09/2021	157.00	SJC Road Dept	214412250 - Equipment Operation
					<b>\$194.00</b>		
					<b>\$194.00</b>		
Four States Tire & Service	119810	353635	11/08/2021	11/09/2021	12.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	119810	353636	11/08/2021	11/09/2021	101.00	SJC Road	214412250 - Equipment Operation
					<b>\$113.00</b>		
					<b>\$113.00</b>		
Francom, James	119811	JF202110513234	11/08/2021	11/09/2021	68.52	Travel Reimbursement	104173230 - Travel Expense
					<b>\$68.52</b>		
Frontier	119812	FC20210311043	11/08/2021	11/09/2021	331.79	435-587-2797-030304-8	104225280 - Telephone
Frontier	119812	FC20210311043	11/08/2021	11/09/2021	427.77	435-651-3351-082400-8	104225280 - Telephone
Frontier	119812	FC20210311044	11/08/2021	11/09/2021	270.02	435-672-2390-091394-8	104672280 - Telephone
Frontier	119812	FC20210311044	11/08/2021	11/09/2021	311.77	435-686-9990-051408-8	104672280 - Telephone
Frontier	119812	FC20210311044	11/08/2021	11/09/2021	117.59	435-684-3576-051707-8	105430280 - Telephone
Frontier	119812	FC20210311044	11/08/2021	11/09/2021	352.48	435-684-3589-081007-8	105430280 - Telephone
Frontier	119812	FC20211103100	11/08/2021	11/09/2021	81.29	435-651-3269-111692-8	214414280 - Telephone
					<b>\$1,892.71</b>		
					<b>\$1,892.71</b>		
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	27.50	SJC Fuel Bill	104146251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	99.89	SJC Fuel Bill	724581251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	162.45	SJC Fuel Bill	104147251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	162.79	SJC Fuel Bill	104192251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	168.95	SJC Fuel Bill	104220251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	186.95	SJC Fuel Bill	104151251 - Gas, Oil and Grease



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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	249.35	SJC Fuel Bill	104242251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	256.28	SJC Fuel Bill	104193251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	293.06	SJC Fuel Bill	104225251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	462.00	SJC Fuel Bill	104111251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	774.25	SJC Fuel Bill	104166251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	789.94	SJC Fuel Bill	574424251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	891.05	SJC Fuel Bill	104256251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	897.49	SJC Fuel Bill	255012.251 - Local General Health
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	1,046.96	SJC Fuel Bill	214412251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	1,310.02	SJC Fuel Bill	104672251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	1,617.47	SJC Fuel Bill	264350251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	9,952.47	SJC Fuel Bill	104210251 - Gas, Oil and Grease
Fuel Network	119813	F2203E00981-	11/08/2021	11/09/2021	29,946.74	SJC Fuel Bill	214412251 - Gas, Oil and Grease
					<b>\$49,295.61</b>		
Gallegos, Megan	119814	MG20211105132	11/08/2021	11/09/2021	45.00	SJC Road	104173230 - Travel Expense
					<b>\$45.00</b>		
Grainger	119815	3001845696	11/08/2021	11/09/2021	106.03	SJC Admin Building	104166260 - Buildings and Grounds
					<b>\$106.03</b>		
Grand Junction Peterbilt	119816	201782	11/08/2021	11/09/2021	416.37	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	119816	202072	11/08/2021	11/09/2021	212.38	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	119816	202107	11/08/2021	11/09/2021	20.61	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	119816	CM201588	11/08/2021	11/09/2021	-187.50	SJC Road Dept	214412250 - Equipment Operation
					<b>\$461.86</b>		
Harward and Rees	119817	1743	11/08/2021	11/09/2021	40,138.33	SJC ROAD	214414411 - Gravel
					<b>\$40,138.33</b>		
Henry Schein	119818	11452584	10/13/2021	11/09/2021	37.76	3265621 - San Juan Public Health	255298.480 - COVID Vaccine Vulner
					<b>\$37.76</b>		
Honnen Equipment Co.	119819	1315568	11/08/2021	11/09/2021	61.82	SJC Road Dept	214412250 - Equipment Operation
Honnen Equipment Co.	119819	1317090	11/08/2021	11/09/2021	551.22	SJC Road Dept	214412250 - Equipment Operation
Honnen Equipment Co.	119819	1317148	11/08/2021	11/09/2021	63.85	SJC Road Dept	214412250 - Equipment Operation
					<b>\$676.89</b>		
Kenworth Sales Company	119820	PRIIN4840212	11/08/2021	11/09/2021	156.64	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	119820	PRIIN4858760	11/08/2021	11/09/2021	230.60	SJC Road	214412250 - Equipment Operation
					<b>\$387.24</b>		
Kilgore Companies LLC	119821	960802	11/08/2021	11/09/2021	2,852.85	SJC ROAD	214414410 - Road Supplies
					<b>\$2,852.85</b>		

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Lacy, Lehi	119822	2021-004	11/08/2021	11/09/2021	480.00	Reserve	104210620 - Miscellaneous Service
					<b>\$480.00</b>		
Lansing, Loleta	119823	LL202111021119	11/08/2021	11/09/2021	560.00	Alternatives	104679615 - Contracts
					<b>\$560.00</b>		
Lumen	119824	5107XCQ1S3-20	10/26/2021	11/09/2021	416.69	5107XQC1S3	104232280 - Telephone
					<b>\$416.69</b>		
Main Street Drug and Boutique	119825	170946	11/08/2021	11/09/2021	29.00	San Juan County Jail	104230312 - Medical Expenses
Main Street Drug and Boutique	119825	171203	11/08/2021	11/09/2021	24.00	San Juan County Jail	104230312 - Medical Expenses
Main Street Drug and Boutique	119825	171234	11/08/2021	11/09/2021	22.00	San Juan County Jail	104230312 - Medical Expenses
Main Street Drug and Boutique	119825	171259	11/08/2021	11/09/2021	48.38	San Juan County Jail	104230312 - Medical Expenses
Main Street Drug and Boutique	119825	171353	11/08/2021	11/09/2021	151.64	San Juan County Jail	104230312 - Medical Expenses
					<b>\$275.02</b>		
					<b>\$275.02</b>		
McNeely, Jerry	119826	RI1101211	11/01/2021	11/09/2021	1,200.00		104112310 - Professional and Techn
					<b>\$1,200.00</b>		
Mexican Hat Special Serv Dist.	119827	RI1101212	11/01/2021	11/09/2021	500.00	Monthly USDA Loan Payment	104850915 - Transfers to Other Unit
					<b>\$500.00</b>		
Moab Heat-N-Cool	119828	V22148	11/08/2021	11/09/2021	11,092.68	SJC ADMIN	104574615 - Contracts
					<b>\$11,092.68</b>		
Monticello City	119829	MC20210311042	11/08/2021	11/09/2021	100.00	SJC Road	264350270 - Utilities
Monticello City	119829	MC20210311043	11/08/2021	11/09/2021	100.00	SJC All Accounts	104672270 - Utilities
Monticello City	119829	MC20211105133	11/08/2021	11/09/2021	56.92	SJC All Accounts	104225270 - Utilities
Monticello City	119829	MC20211105133	11/08/2021	11/09/2021	56.92	SJC All Accounts	104225270 - Utilities
Monticello City	119829	MC20211105133	11/08/2021	11/09/2021	86.16	SJC All Accounts	104165270 - Utilities
Monticello City	119829	MC20211105133	11/08/2021	11/09/2021	142.32	SJC All Accounts	104620270 - Utilities
Monticello City	119829	MC20211105133	11/08/2021	11/09/2021	160.00	SJC All Accounts	724167270 - Utilities
Monticello City	119829	MC20211105133	11/08/2021	11/09/2021	209.24	SJC All Accounts	104161270 - Utilities
Monticello City	119829	MC20211105133	11/08/2021	11/09/2021	332.27	SJC All Accounts	214414270 - Utilities
Monticello City	119829	MC20211105133	11/08/2021	11/09/2021	1,680.57	SJC All Accounts	104166270 - Utilities
					<b>\$2,924.40</b>		
					<b>\$2,924.40</b>		
Monticello Mercantile	119830	C228450	11/08/2021	11/09/2021	17.99	SJC Road	214414260 - Buildings and Grounds
Monticello Mercantile	119830	C229031	11/08/2021	11/09/2021	15.80	SJC Sheriff	104230610 - Miscellaneous Supplie
Monticello Mercantile	119830	C229031	11/08/2021	11/09/2021	55.95	SJC Sheriff	104210610 - Miscellaneous Supplie
Monticello Mercantile	119830	C229074	11/08/2021	11/09/2021	8.99	SJC Sheriff	214412250 - Equipment Operation
Monticello Mercantile	119830	C229130	11/08/2021	11/09/2021	47.99	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	119830	C229202	11/08/2021	11/09/2021	69.52	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	119830	C229248	11/08/2021	11/09/2021	33.04	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	119830	C229406	11/08/2021	11/09/2021	28.26	SJC Ambulance	264350260 - Buildings and Grounds

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Monticello Mercantile	119830	C229519	11/08/2021	11/09/2021	13.99	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	119830	C229522	11/08/2021	11/09/2021	13.98	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	119830	C229538	11/08/2021	11/09/2021	38.94	SJC Ambulance	264350330 - Employee Education
Monticello Mercantile	119830	C229640	11/08/2021	11/09/2021	1.99	SJC Road	214412250 - Equipment Operation
Monticello Mercantile	119830	C229688	11/08/2021	11/09/2021	10.99	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	119830	C229804	11/08/2021	11/09/2021	39.08	SJC Library	724167260 - Buildings and Grounds
Monticello Mercantile	119830	C229921	11/08/2021	11/09/2021	23.92	SJC Library	724167260 - Buildings and Grounds
Monticello Mercantile	119830	C229950	11/08/2021	11/09/2021	20.93	SJC Library	724167260 - Buildings and Grounds
Monticello Mercantile	119830	C229951	11/08/2021	11/09/2021	3.99	SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	119830	C229955	11/08/2021	11/09/2021	14.90	SJC Library	724167260 - Buildings and Grounds
Monticello Mercantile	119830	C230014	11/08/2021	11/09/2021	140.07	SJC Library	724167260 - Buildings and Grounds
					<b>\$600.32</b>		
					<b>\$600.32</b>		
Morgan, Happy	119831	RI1101213	11/01/2021	11/09/2021	10,500.00		104126310 - Professional and Tech
					<b>\$10,500.00</b>		
Morris, Rose	119832	RM20211102111	11/08/2021	11/09/2021	560.00	Alternatives	104679615 - Contracts
					<b>\$560.00</b>		
Morris, Suzette	119833	SM004	10/26/2021	11/09/2021	12.32	Board Travel Reimbursement	255007.230 - Indirect Admin Travel
					<b>\$12.32</b>		
Motor Parts	119834	796532	11/08/2021	11/09/2021	147.24	SJC Landfill	574424250 - Equipment Operation
Motor Parts	119834	797879	11/08/2021	11/09/2021	136.64	SJC Landfill	574424251 - Gas, Oil and Grease
					<b>\$283.88</b>		
					<b>\$283.88</b>		
Motor Parts of Monticello	119835	522770	11/08/2021	11/09/2021	6.18	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	119835	523031	11/08/2021	11/09/2021	220.02	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	119835	523161	11/08/2021	11/09/2021	98.20	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	119835	523183	11/08/2021	11/09/2021	-90.72	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	119835	523343	11/08/2021	11/09/2021	190.39	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	119835	523359	11/08/2021	11/09/2021	90.72	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	119835	523459	11/08/2021	11/09/2021	64.37	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	119835	523517	11/08/2021	11/09/2021	245.78	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	119835	523575	11/08/2021	11/09/2021	-126.46	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	119835	523828	11/08/2021	11/09/2021	5.94	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	119835	523831	11/08/2021	11/09/2021	25.46	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	119835	823831	11/08/2021	11/09/2021	25.46	SJC Road	214412250 - Equipment Operation
					<b>\$755.34</b>		
					<b>\$755.34</b>		
Mountainland Supply Co	119836	S104383277.001	11/08/2021	11/09/2021	7.96	SJC Aging	104676260 - Buildings and Grounds
					<b>\$7.96</b>		
MSFS of Utah	119837	MSFS202103110	11/08/2021	11/09/2021	435.00	SJC Aging	104682615 - Contracts
					<b>\$435.00</b>		

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N.O.V.A. Principles	119838	1295	11/08/2021	11/09/2021	100.00	SJC Sheriff	104210210 - Subscriptions and Me
					<b>\$100.00</b>		
National Benefit Services LLC	119839	827213	11/08/2021	11/09/2021	85.40	FSA Plan	104965140 - Other Employee Benefi
					<b>\$85.40</b>		
Navajo Sanitation	119840	107327	11/08/2021	11/09/2021	175.00	Bluff Senior Center-2772	104672270 - Utilities
					<b>\$175.00</b>		
New Technology Solutions	119841	4370	11/08/2021	11/09/2021	110.00	SJC Fire	104225310 - Professional and Tech
New Technology Solutions	119841	4371	11/08/2021	11/09/2021	100.00	SJC Aging	104676310 - Professional and Tech
New Technology Solutions	119841	4372	11/08/2021	11/09/2021	40.00	SJC Ambulance	264350310 - Professional and Tech
New Technology Solutions	119841	4373	11/08/2021	11/09/2021	32.50	SJC Admin Building	104161310 - Professional and Tech
New Technology Solutions	119841	4373	11/08/2021	11/09/2021	32.50	SJC Admin Building	104163310 - Professional and Tech
New Technology Solutions	119841	4373	11/08/2021	11/09/2021	32.50	SJC Admin Building	104165310 - Professional and Tech
New Technology Solutions	119841	4373	11/08/2021	11/09/2021	32.50	SJC Admin Building	104166310 - Professional and Tech
New Technology Solutions	119841	4374	11/08/2021	11/09/2021	23.75	SJC Libraries	724167310 - Professional and Tech
New Technology Solutions	119841	4374	11/08/2021	11/09/2021	23.75	SJC Libraries	724168310 - Professional and Tech
New Technology Solutions	119841	4374	11/08/2021	11/09/2021	47.50	SJC Libraries	724169310 - Professional and Tech
					<b>\$475.00</b>		
					<b>\$475.00</b>		
NexVortex Inc	119842	889879	11/08/2021	11/09/2021	893.40	639024028	104151280 - Telephone
					<b>\$893.40</b>		
Nicholas & Company	119843	7683221	11/08/2021	11/09/2021	879.89	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	119843	7697869	11/08/2021	11/09/2021	691.55	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	119843	7705398	11/08/2021	11/09/2021	181.93	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	119843	7713130	11/08/2021	11/09/2021	230.73	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	119843	7720971	11/08/2021	11/09/2021	223.15	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	119843	7728007	11/08/2021	11/09/2021	330.15	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	119843	7735198	11/08/2021	11/09/2021	237.48	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	119843	7738416	11/08/2021	11/09/2021	1,876.15	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	119843	7742492	11/08/2021	11/09/2021	345.06	SJC Aging	104677328 - Meals - La Sal
Nicholas & Company	119843	7742492	11/08/2021	11/09/2021	345.06	SJC Aging	104678328 - Meals - La Sal
Nicholas & Company	119843	7745673	11/08/2021	11/09/2021	724.23	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	119843	7745673	11/08/2021	11/09/2021	724.23	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	119843	7745675	11/08/2021	11/09/2021	251.27	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	119843	7745675	11/08/2021	11/09/2021	251.28	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	119843	7745676	11/08/2021	11/09/2021	336.13	SJC Aging	104677329 - Meals - Bluff
Nicholas & Company	119843	7745676	11/08/2021	11/09/2021	336.13	SJC Aging	104678329 - Meals - Bluff
					<b>\$7,964.42</b>		
					<b>\$7,964.42</b>		
Office Depot	119844	206556922001	10/21/2021	11/09/2021	127.49	SJC Public Health	255061.240 - Tobacco PreventionOff
					<b>\$127.49</b>		

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Packard Wholesale Co.	119845	1933	11/08/2021	11/09/2021	-22.27	SJC Aging	104677325 - Meals - Blanding
Packard Wholesale Co.	119845	FCHRG100501	11/08/2021	11/09/2021	11.40	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	119845	INV171219	11/08/2021	11/09/2021	149.03	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	119845	INV171219	11/08/2021	11/09/2021	149.04	SJC Aging	104677325 - Meals - Blanding
Packard Wholesale Co.	119845	INV172371	11/08/2021	11/09/2021	368.40	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	119845	INV172371	11/08/2021	11/09/2021	368.40	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	119845	INV173126	11/08/2021	11/09/2021	173.20	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	119845	INV173126	11/08/2021	11/09/2021	173.20	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	119845	INV175657	11/08/2021	11/09/2021	271.86	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	119845	INV175657	11/08/2021	11/09/2021	271.87	SJC Aging	104677325 - Meals - Blanding
Packard Wholesale Co.	119845	INV175670	11/08/2021	11/09/2021	203.12	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	119845	INV175671	11/08/2021	11/09/2021	434.20	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	119845	INV175672	11/08/2021	11/09/2021	50.84	SJC Aging	104678329 - Meals - Bluff
Packard Wholesale Co.	119845	INV175704	11/08/2021	11/09/2021	366.54	SJC Aging	104230350 - State Prisoner Expens
Packard Wholesale Co.	119845	INV176056	11/08/2021	11/09/2021	300.00	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	119845	INV176090	11/08/2021	11/09/2021	234.00	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	119845	INV176091	11/08/2021	11/09/2021	217.76	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	119845	INV176093	10/27/2021	11/09/2021	26.46	SJC Public Health - ADJUSTED for prior over	255007.260 - Indirect Admin Buildin
Packard Wholesale Co.	119845	INV176125	11/08/2021	11/09/2021	214.62	SJC Sheriff's Office	104678323 - Meals - Monticello
Packard Wholesale Co.	119845	INV176125	11/08/2021	11/09/2021	214.63	SJC Sheriff's Office	104677323 - Meals - Monticello
Packard Wholesale Co.	119845	INV176139	11/08/2021	11/09/2021	396.61	SJC Sheriff's Office	104677325 - Meals - Blanding
Packard Wholesale Co.	119845	INV176139	11/08/2021	11/09/2021	396.61	SJC Sheriff's Office	104678325 - Meals - Blanding
					<u>\$4,969.52</u>		
					<b>\$4,969.52</b>		
Pelorus Methods Inc	119846	211201	11/08/2021	11/09/2021	750.00	Software and Support	104143242 - Software Maintenance
Pelorus Methods Inc	119846	211201	11/08/2021	11/09/2021	750.00	Software and Support	255007.242 - Indirect Admin Softwar
Pelorus Methods Inc	119846	211201	11/08/2021	11/09/2021	800.00	Software and Support	104142242 - Software Maintenance
					<u>\$2,300.00</u>		
					<b>\$2,300.00</b>		
Petersen Medical	119847	363476627	11/08/2021	11/09/2021	270.00	SJC SHERIFF	104230312 - Medical Expenses
					<u>\$270.00</u>		
					<b>\$270.00</b>		
Petty Cash	119848	PCEV202111051	11/08/2021	11/09/2021	7.23	SJC Library	724581920 - Grant Expenses
Petty Cash	119848	PCEV202111051	11/08/2021	11/09/2021	11.75	SJC Library	724581620 - Special Programs
Petty Cash	119848	PCEV202111051	11/08/2021	11/09/2021	17.55	SJC Library	724581920 - Grant Expenses
					<u>\$36.53</u>		
					<b>\$36.53</b>		
Pugh, Delton	119849	DP20211105132	11/08/2021	11/09/2021	45.00	Travel Reimbursement	104682230 - Travel Expense
					<u>\$45.00</u>		
					<b>\$45.00</b>		
Ramsay, April	119850	AR20211105132	11/08/2021	11/09/2021	200.00	Election Worker	104173620 - Miscellaneous Service
					<u>\$200.00</u>		
					<b>\$200.00</b>		
Redd's Ace Hardware	119851	845792	11/08/2021	11/09/2021	103.13	SJC Ambulance	264350260 - Buildings and Grounds

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Redd's Ace Hardware	119851	845798	11/08/2021	11/09/2021	2.99	SJC Ambulance	264350260 - Buildings and Grounds
Redd's Ace Hardware	119851	845866	11/08/2021	11/09/2021	119.99	SJC Landfill	574424260 - Buildings and Grounds
Redd's Ace Hardware	119851	845867	11/08/2021	11/09/2021	218.34	SJC Landfill	574424260 - Buildings and Grounds
Redd's Ace Hardware	119851	845947	11/08/2021	11/09/2021	2.59	SJC Landfill	574424240 - Office Expense
Redd's Ace Hardware	119851	845969	11/08/2021	11/09/2021	9.99	SJC Library	724167260 - Buildings and Grounds
Redd's Ace Hardware	119851	845970	11/08/2021	11/09/2021	9.99	SJC Admin Building	104161260 - Buildings and Grounds
					<b>\$467.02</b>		
					<b>\$467.02</b>		
RelaDyne West LLC	119852	0772770-IN	11/08/2021	11/09/2021	605.00	SJC Landfill	574424251 - Gas, Oil and Grease
					<b>\$605.00</b>		
Rock, Christine	119853	CR20211102111	11/08/2021	11/09/2021	560.00	Alternatives	104679615 - Contracts
					<b>\$560.00</b>		
Rocky Mountain Home Care	119854	RMHC20210311	11/08/2021	11/09/2021	406.00	SJC Aging	104679615 - Contracts
					<b>\$406.00</b>		
Rocky Mountain Power	119855	RMP2021031104	11/08/2021	11/09/2021	204.22	59271696-0055	104672270 - Utilities
Rocky Mountain Power	119855	RMP2021110415	11/08/2021	11/09/2021	250.00	73241784-0020 Lasal Fire	104225270 - Utilities
Rocky Mountain Power	119855	RMP2021110512	11/08/2021	11/09/2021	42.85	59405396-0029 SJC Road	214414270 - Utilities
					<b>\$497.07</b>		
					<b>\$497.07</b>		
Roughrock Aviation LLC	119856	RI1101214	11/01/2021	11/09/2021	6,500.00		105430615 - Contracts
					<b>\$6,500.00</b>		
Rush Truck Centers of Utah Inc	119857	3025362832	11/08/2021	11/09/2021	1,059.89	SJC Road Dept	214412250 - Equipment Operation
					<b>\$1,059.89</b>		
San Juan Building Supply Inc.	119858	2110-181574	11/08/2021	11/09/2021	287.01	SJC Landfill	574424260 - Buildings and Grounds
					<b>\$287.01</b>		
San Juan Record	119859	SJCHR1021	11/08/2021	11/09/2021	342.00	SJC Human Resources	104134220 - Public Notices
					<b>\$342.00</b>		
Shaw, Talyn	119860	TS20211105132	11/08/2021	11/09/2021	200.00	ELECTION WORKER	104173620 - Miscellaneous Service
					<b>\$200.00</b>		
Shed, Sue	119861	205	11/08/2021	11/09/2021	90.40	MEDICAL TRANSPORTATION	104672615 - Contracts
					<b>\$90.40</b>		
Silas, Marilyn	119862	MS20211102111	11/08/2021	11/09/2021	560.00	Alternatives	104679615 - Contracts
					<b>\$560.00</b>		
SJSD Heritage Language Resourc	119863	XX1272	11/08/2021	11/09/2021	36.00	SJC Library	724581920 - Grant Expenses
					<b>\$36.00</b>		

**San Juan County  
Check Register  
General Fund Checking - Zions 566101143 - 10/30/2021 to 11/10/2021**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Southwest Colorado TV	119864	10-28-2021	11/08/2021	11/09/2021	2,800.41	SJC COMMUNICATIONS	104574615 - Contracts
					<b>\$2,800.41</b>		
TESCO	119865	IN0026520-2	10/31/2021	11/09/2021	88,250.00	San Juan Public Health - Mobile Clinic Final P	255775.740 - Mobile Vaccine Clinic
TESCO	119865	IN0026521	11/02/2021	11/09/2021	1,848.00	San Juan Public Health - Mobile Clinic Deliver	255298.250 - COVID Vaccine Vulner
					<u>\$90,098.00</u>		
					<b>\$90,098.00</b>		
Three-B Repair	119866	SJCC0302031	11/08/2021	11/09/2021	1,250.00	SJC Communications	104574250 - Equipment Operation
					<u>\$1,250.00</u>		
					<b>\$1,250.00</b>		
Tiefenbach North America LLC	119867	423364	11/08/2021	11/09/2021	4.84	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	119867	423365	11/08/2021	11/09/2021	24.08	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	119867	423366	11/08/2021	11/09/2021	33.76	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	119867	423873	11/08/2021	11/09/2021	77.92	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	119867	423874	11/08/2021	11/09/2021	59.43	SJC Road Dept	214412250 - Equipment Operation
					<u>\$200.03</u>		
					<b>\$200.03</b>		
Trevizo, Manuel	119868	MT20211041514	11/08/2021	11/09/2021	75.00	Travel Reimbursement	574424610 - Miscellaneous Supplie
					<u>\$75.00</u>		
					<b>\$75.00</b>		
Tsosie, Terry	119869	TT20211105132	11/08/2021	11/09/2021	560.00	Alternatives	104679615 - Contracts
					<u>\$560.00</u>		
					<b>\$560.00</b>		
Utah Association of Local Health D	119870	155	10/28/2021	11/09/2021	25.00	SJPH	255063.242 - E-CIG Enforcement S
					<u>\$25.00</u>		
					<b>\$25.00</b>		
Utah Navajo Trust Fund	119871	RI1101215	11/01/2021	11/09/2021	165.00		724581915 - Transfers to Other Unit
					<u>\$165.00</u>		
					<b>\$165.00</b>		
Utah Telehealth Network	119872	36078	10/29/2021	11/09/2021	481.00	San Juan Public Health	255007.280 - Indirect Admin Teleph
					<u>\$481.00</u>		
					<b>\$481.00</b>		
VelocityNet LLC	119873	81450	11/08/2021	11/09/2021	49.00	SJC Communications	104574280 - Telephone
					<u>\$49.00</u>		
					<b>\$49.00</b>		
Verizon Wireless	119874	9890566487	11/08/2021	11/09/2021	213.34	265507612-00001	264350280 - Telephone
Verizon Wireless	119874	9890566488	11/08/2021	11/09/2021	53.00	265507612-00002	104113280 - Telephone
Verizon Wireless	119874	9890566489	11/08/2021	11/09/2021	48.03	265507612-00003	105430280 - Telephone
Verizon Wireless	119874	9890566489	11/08/2021	11/09/2021	48.12	265507612-00003	104151280 - Telephone
Verizon Wireless	119874	9890566497	11/08/2021	11/09/2021	76.80	265508079-00001	104255280 - Telephone
Verizon Wireless	119874	9890566501	11/08/2021	11/09/2021	146.01	265508664-00001	214414280 - Telephone
Verizon Wireless	119874	9890576124	11/08/2021	11/09/2021	100.29	365506834-00001	104225280 - Telephone
Verizon Wireless	119874	9890576132	11/08/2021	11/09/2021	132.77	365507784-00001	104574280 - Telephone
Verizon Wireless	119874	9890585619	11/08/2021	11/09/2021	8.22	465505932-00001	104255280 - Telephone
Verizon Wireless	119874	9890604736	11/08/2021	11/09/2021	8.22	665505466-00001	104255280 - Telephone

San Juan County  
Check Register

General Fund Checking - Zions 566101143 - 10/30/2021 to 11/10/2021

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Verizon Wireless	119874	9890604793	11/08/2021	11/09/2021	226.03	665507629-00004	104230280 - Telephone
Verizon Wireless	119874	9890604794	11/08/2021	11/09/2021	62.29	665507629-00005	104242280 - Telephone
Verizon Wireless	119874	9890604818	11/08/2021	11/09/2021	226.93	665509557-00003	104610280 - Telephone
Verizon Wireless	119874	9890607491	11/08/2021	11/09/2021	965.16	665507629-00001	104230280 - Telephone
Verizon Wireless	119874	9890614070	11/08/2021	11/09/2021	53.80	765507047-00001	104112280 - Telephone
Verizon Wireless	119874	9890614070	11/08/2021	11/09/2021	148.73	765507047-00001	104111280 - Telephone
Verizon Wireless	119874	9890614089	11/08/2021	11/09/2021	53.00	765508819-00001	104675280 - Telephone
Verizon Wireless	119874	9890614089	11/08/2021	11/09/2021	106.00	765508819-00001	104682280 - Telephone
					<u>\$2,676.74</u>		
					<b>\$2,676.74</b>		
Waste Management of Colorado	119875	0382502-4889-5	11/08/2021	11/09/2021	47.23	16-83942-53002 Blanding Library	724168270 - Utilities
Waste Management of Colorado	119875	0382638-4889-7	11/08/2021	11/09/2021	137.84	16-83977-33005 SJC Senior Center	104672270 - Utilities
Waste Management of Colorado	119875	0382640-4889-3	11/08/2021	11/09/2021	81.64	16-83977-53000 SJC Road Dept	214414270 - Utilities
Waste Management of Colorado	119875	0382755-4889-9	10/26/2021	11/09/2021	114.97	19-36095-03000 SJC Public Health	255007.270 - Indirect Admin Utilities
					<u>\$381.68</u>		
					<b>\$381.68</b>		
Wheeler Machinery Company	119876	PS001224532	11/08/2021	11/09/2021	95.60	SJC Road Dept	214412250 - Equipment Operation
					<u>\$95.60</u>		
					<b>\$95.60</b>		
Young, Lois	119877	LY002	10/26/2021	11/09/2021	29.12	Board Travel Reimbursement	255007.230 - Indirect Admin Travel
					<u>\$29.12</u>		
					<b>\$29.12</b>		
Ziems Ford Corners	119878	T35795	11/08/2021	11/09/2021	166.18	SJC AMB	264350250 - Equipment Operation
					<u>\$166.18</u>		
					<b>\$166.18</b>		
Zion's Way Home Health & Hospic	119879	ZWHHH2021110	11/08/2021	11/09/2021	595.36	SJC Aging Services	104679615 - Contracts
Zion's Way Home Health & Hospic	119879	ZWHHH2021110	11/08/2021	11/09/2021	455.00	SJC Aging Services	104679615 - Contracts
Zion's Way Home Health & Hospic	119879	ZWHHH2021110	11/08/2021	11/09/2021	872.96	SJC Aging Services	104679615 - Contracts
					<u>\$1,923.32</u>		
					<b>\$1,923.32</b>		
					<u><b>\$288,853.03</b></u>		





## COMMISSION STAFF REPORT

**MEETING DATE:** November 13, 2021

**ITEM TITLE, PRESENTER:** Consideration and Direction to William Cooper and the San Juan County Redistricting Map **Option B** for County Commission Voting Districts and School Board Members Voting Districts. William Cooper

**RECOMMENDATION:**

### SUMMARY

Additional Online Mapping Program Links are as follows:

Commission Districts Map Option A: <https://davesredistricting.org/join/ad2c0fa9-a7f9-4248-b47b-c43377e0f01d>

Commission Districts Map Option B: <https://davesredistricting.org/join/7846a5d8-ab3a-40f3-b22e-d4b787ec0e1a>

Commission Districts Map Option C: <https://davesredistricting.org/maps#viewmap::da084e5f-68df-43d1-b024-c6644c058c45>

Commission Districts Map Option D: <https://davesredistricting.org/maps#viewmap::910ed8b5-5be6-4a9d-bff4-a5f7b1919a6b>

School Board Districts Map Option A: <https://davesredistricting.org/join/1ba52f9c-b9d9-451d-9171-6448546c4cf4>

School Board Districts Map Option B: <https://davesredistricting.org/join/c4b9ac88-923c-4b93-bc3b-3ef49bbb0acb>

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

N/A

November 12, 2021

To: San Juan County Commissioners  
From: Bill Cooper, Redistricting Consultant

Dear Commissioners,

I have attached Option B plans for both the Commission and School Board. I am available at any time to discuss these plans in more detail.

### **Commission Option B**

Under Commission Option B, 4.8% of the voting age population in San Juan County would shift into another district – slightly more than the 3.6% shifted under Option A. There are minor changes in Blanding, affecting District 1 and District 2.

Dennehotso Chapter (pop. 49) is shifted from overpopulated District 2 into underpopulated District 3. White Mesa (in current District 2) remains in District 2 (it is shifted into District 3 under Option A).

### **School Board Option B**

Under School Board Option B, 6.3% of the voting age population would shift into a new district, compared to 7.2% under Option A. As in Option A, Tselakai Dezza would shift from overpopulated District 5 to underpopulated District 3. Underpopulated District 4 picks up population in the Aneth Chapter, along with non-reservation areas north and northeast of Blanding previously in District 1.

Option B eliminates a potential incumbent conflict that I now believe is present in Option A. School Board member Steven Black is in Option B District 3 and School Board member Lucille Cody is in Option B District 4.

Maps and demographic tables for both draft plans are listed below (in the same style as the Option A presentation.)

### **Commission Option B – Maps and Stats**

Commission Exhibit A-1 – summary 2020 population for 2018 Plan statistics

Commission Exhibit A-2 – a countywide map showing Option B districts

Commission Exhibit A-3 – summary 2020 population for Option B districts

Commission Exhibit A-4 – Blanding area map under Option B

Commission Exhibit A-5 – Blanding zoom under Option B

Commission Exhibit A-6 – summary of areas shifted from the 2018 Plan to Option B districts

Commission Exhibit A-7 – 5 maps zooming on areas that were changed from the 2018 Plan.

**School Board Option B – Maps and stats**

- School Board Exhibit B-1 – summary 2020 population for 2018 Plan districts
- School Board Exhibit B-2 – a countywide map showing Option B districts
- School Board Exhibit B-3 – summary 2020 population for Option B districts
- School Board Exhibit B-4 – Blanding area map under Option B
- School Board Exhibit B-5 – Blanding under Option B
- School Board Exhibit B-6 – summary of areas shifted from the 2018 Plan to Option B districts
- School Board Exhibit B-7 – 8 maps zooming on areas that were changed from the 2018 Plan.

**DRA interactive Maps**

Below are links to interactive online maps for Option B plans, as well as Option A plans (posted after my last memo dated Oct. 25). I have also provided GIS shapefiles for both Option A and Option B plans to Mr. McDonald.

Pink lines on the DRA maps depict the 2018 Plan boundaries.

*DRA Option B (Nov. 9 draft):*

**Option B Commission**

<https://davesredistricting.org/join/7846a5d8-ab3a-40f3-b22e-d4b787ec0e1a>

**Option B School Board**

<https://davesredistricting.org/join/c4b9ac88-923c-4b93-bc3b-3ef49bbb0acb>

*DRA Option A (Oct 23 Draft)*

**Option A Commission**

<https://davesredistricting.org/join/ad2c0fa9-a7f9-4248-b47b-c43377e0f01d>

**Option A School Board**

<https://davesredistricting.org/join/1ba52f9c-b9d9-451d-9171-6448546c4cf4>

###

November 15, 2021

To: San Juan County Commissioners  
 From: Bill Cooper, Redistricting Consultant

Dear Commissioners,

I have attached maps and stats for two additional draft plans for the Commission -- Option C and Option D.

Both plans make major changes to district assignments in Blanding, resulting in a dramatic change in boundaries from the 2018 court-ordered plan.

Both plans would significantly expand the land areas covered by District 2 and District 3. The land area of District 1 would shrink to consist mainly of urban areas in and around Monticello and Blanding.

Under the 2018 Plan, Blanding (24.7% Indigenous) is split between District 1 and District 2, with about 35% of the city's population in District 1 and 65% in District 2. Under Option C and Option D, Blanding would no longer be a part of District 2.

### **Commission Option C**

Under Option C, 75% of the population in Blanding would be assigned to District 1, with the remaining 25% in the southeast quadrant of Blanding (51% Indigenous voting age – a “community of interest”) assigned to Indigenous-majority District 3.

Red Mesa Chapter is divided between District 2 and District 3.

Under Commission Option C, 32.2% of the voting age population in San Juan County would shift into another district.

Commission Exhibit C-1 – a countywide map showing Option C districts  
 Commission Exhibit C-2 – summary 2020 population and shifts for Option C districts  
 Commission Exhibit C-3 – Blanding zoom under Option C

The Option C map can be viewed in detail on Dave's Redistricting website via the link below:

<https://davesredistricting.org/join/da084e5f-68df-43d1-b024-c6644c058c45>

**Commission Option D**

Under Option D, all of the population in Blanding would be assigned to District 1. Monticello is split between District 1 and District 3. The Monticello split is necessary to meet one-person, one-vote requirements.

Red Mesa Chapter is divided between District 2 and District 3.

Under Commission Option D, 37.8% of the voting age population in San Juan County would shift into another district.

- Commission Exhibit D-1 – a countywide map showing Option D districts
- Commission Exhibit D-2 – summary 2020 population and shifts for Option D districts
- Commission Exhibit D-3 – Blanding zoom under Option D
- Commission Exhibit D-4 – Monticello zoom under Option D

The Option D map can be viewed in detail on Dave’s Redistricting website via the link below:

<https://davesredistricting.org/join/910ed8b5-5be6-4a9d-bff4-a5f7b1919a6b>

###



## Population Summary Report

San Juan County, UT – Current Commission Plan -- 2020 Census

District	Population	Deviation	% Deviation	Single-race Indigenous	% Single-race Indigenous	Any Part Indigenous	% Any Part Indigenous	Latino	% Latino	NH White	% NH White
1	4725	-114	-2.36%	414	8.76%	533	11.28%	446	9.44%	3698	78.26%
2	5158	319	6.59%	3270	63.40%	3359	65.12%	190	3.68%	1504	29.16%
3	4635	-204	-4.22%	3594	77.54%	3691	79.63%	111	2.39%	836	18.04%
<b>Total</b>	<b>14518</b>			<b>7278</b>	<b>50.13%</b>	<b>7583</b>	<b>52.23%</b>	<b>747</b>	<b>5.15%</b>	<b>6038</b>	<b>41.59%</b>

**Total Deviation** **10.81%**

District	18+_Pop	18+ SR Indigenous	% 18+ SR Indigenous	18+ NH AP Indigenous	% 18+ NH AP Indigenous	18 + AP Indigenous	% 18 + AP Indigenous	18+_Latino	% 18+_Latino	18+ NH White	% 18+ NH White
1	3329	263	7.90%	298	8.95%	320	9.61%	288	8.65%	2662	79.96%
2	3610	2264	62.71%	2293	63.52%	2312	64.04%	120	3.32%	1099	30.44%
3	3403	2605	76.55%	2631	77.31%	2654	77.99%	70	2.06%	662	19.45%
<b>Total</b>	<b>10342</b>	<b>5132</b>	<b>49.62%</b>	<b>5222</b>	<b>50.49%</b>	<b>5286</b>	<b>51.11%</b>	<b>478</b>	<b>4.6%</b>	<b>4423</b>	<b>42.77%</b>





**Census 2020 Population Shifted Between 2018 San Juan Commission Plan  
and 2021 Option B Commission Plan (November 9 Draft)**

<b>From: 2018 Commssion Plan District Number</b>	<b>To: November 9 Option B District Number</b>	<b>Total Population</b>	<b>18+ Any Part 18+ Pop.</b>	<b>18+ NH White Indigenous Pop. Pop</b>	<b>Location</b>	<b>Precinct</b>
2	3	49	36	36	0 Dennehotso Chapter	11
3	2	7	7	1	2 Blanding	8
1	2	118	67	47	19 Blanding	5
2	1	395	251	26	203 Blanding and areas north	6
1	3	164	117	7	106 East of Blanding	4
<b>Total Shifted in Option A</b>		<b><u>733</u></b>	<b><u>478</u></b>	<b><u>117</u></b>	<b><u>330</u></b>	
<b>Census 2020 San Juan County Total</b>		<b>13,989</b>	<b>9,949</b>	<b>5,272</b>	<b>4071</b>	
<b>% of 2020 San Juan County Totals Shifted</b>		<b><u>5.2%</u></b>	<b><u>4.8%</u></b>	<b><u>2.2%</u></b>	<b><u>8.1%</u></b>	

## Population Summary Report

San Juan County, UT – Option C Commission Plan -- 2020 Census (11/14 draft)

District	Population	Deviation	% Deviation	Single-race Indigenous	% Single-race Indigenous	Any Part Indigenous	% Any Part Indigenous	Latino	% Latino	NH White	% NH White
1	4929	90	1.86%	729	14.79%	873	17.71%	488	9.90%	3471	70.42%
2	4773	-66	-1.36%	3327	69.70%	3378	70.77%	102	2.14%	1254	26.27%
3	4816	-23	-0.48%	3222	66.90%	3332	69.19%	157	3.26%	1313	27.26%
<b>Total</b>	<b>14518</b>			<b>7278</b>	<b>50.13%</b>	<b>7583</b>	<b>52.23%</b>	<b>747</b>	<b>5.15%</b>	<b>6038</b>	<b>41.59%</b>

**Total Deviation 3.22%**

District	18+_Pop	18+ SR Indigenous	% 18+ SR Indigenous	18+ NH AP Indigenous	% 18+ NH AP Indigenous	18 + AP Indigenous	% 18 + AP Indigenous	18+_Latino	% 18+_Latino	18+ NH White	% 18+ NH White
1	3381	458	13.55%	495	14.64%	528	15.62%	316	9.35%	2450	72.46%
2	3473	2377	68.44%	2397	69.02%	2408	69.33%	73	2.10%	956	27.53%
3	3488	2297	65.85%	2330	66.80%	2350	67.37%	89	2.55%	1017	29.16%
<b>Total</b>	<b>10342</b>	<b>5132</b>	<b>49.62%</b>	<b>5222</b>	<b>50.49%</b>	<b>5286</b>	<b>51.11%</b>	<b>478</b>	<b>4.6%</b>	<b>4423</b>	<b>42.77%</b>

### Census 2020 Population Shifted Between 2018 San Juan County Commission Plan and 2021 Option C Commission Plan (November 14 Draft)

	Total Population	18+ Pop.	18+ Any Part Indigenous Pop.	18+ NH White Pop
<b>Total Shifted in Option C vs. 2018 Plan</b>	<b><u>4725</u></b>	<b><u>3334</u></b>	<b><u>1194</u></b>	<b><u>1905</u></b>
<b>Census 2020 County Total</b>	<b>14,518</b>	<b>10,342</b>	<b>5,286</b>	<b>4423</b>
<b>% of 2020 county-wide Totals Shifted</b>	<b><u>32.5%</u></b>	<b><u>32.2%</u></b>	<b><u>22.6%</u></b>	<b><u>43.1%</u></b>

## Population Summary Report

San Juan County, UT – Option D Commission Plan -- 2020 Census (11/14 draft)

District	Population	Deviation	% Deviation	Single-race Indigenous	% Single-race Indigenous	Any Part Indigenous	% Any Part Indigenous	Latino	% Latino	NH White	% NH White
1	4966	127	2.62%	1098	22.11%	1231	24.79%	338	6.81%	3291	66.27%
2	4784	-55	-1.14%	3181	66.49%	3239	67.70%	121	2.53%	1381	28.87%
3	4768	-71	-1.47%	2999	62.90%	3113	65.29%	288	6.04%	1366	28.65%
<b>Total</b>	<b>14518</b>			<b>7278</b>	<b>50.13%</b>	<b>7583</b>	<b>52.23%</b>	<b>747</b>	<b>5.15%</b>	<b>6038</b>	<b>41.59%</b>

**Total Deviation 4.09%**

District	18+_Pop	18+ SR Indigenous	% 18+ SR Indigenous	18+ NH AP Indigenous	% 18+ NH AP Indigenous	18 + AP Indigenous	% 18 + AP Indigenous	18+_Latino	% 18+_Latino	18+ NH White	% 18+ NH White
1	3379	687	20.33%	728	21.54%	753	22.28%	187	5.53%	2341	69.28%
2	3466	2277	65.70%	2298	66.30%	2311	66.68%	87	2.51%	1031	29.75%
3	3497	2168	62.00%	2196	62.80%	2222	63.54%	204	5.83%	1051	30.05%
<b>Total</b>	<b>10342</b>	<b>5132</b>	<b>49.62%</b>	<b>5222</b>	<b>50.49%</b>	<b>5286</b>	<b>51.11%</b>	<b>478</b>	<b>4.6%</b>	<b>4423</b>	<b>42.77%</b>

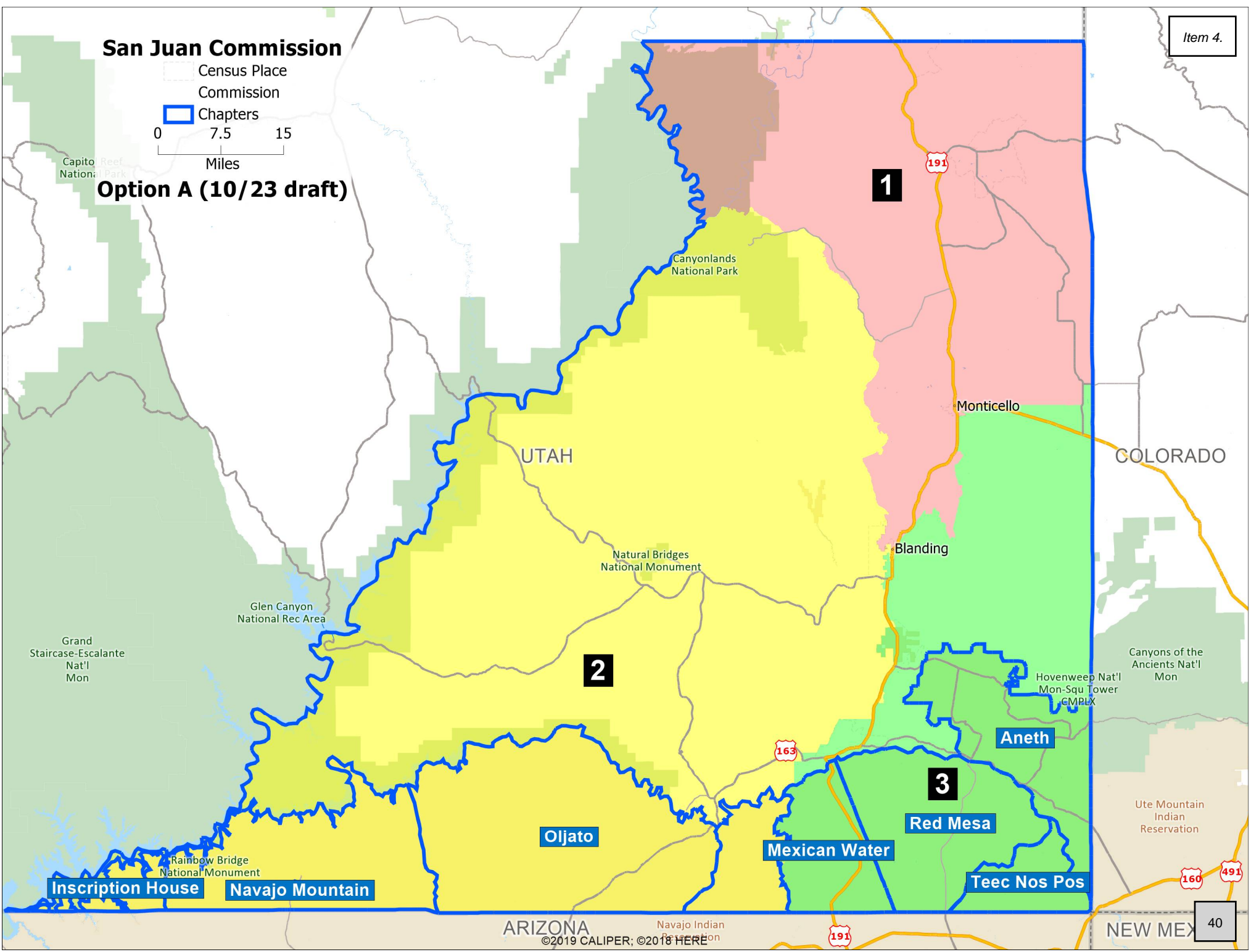
### Census 2020 Population Shifted Between 2018 San Juan County Commission Plan and 2021 Option D Commission Plan (November 14 Draft)

	Total Population	18+ Pop.	18+ Any Part Indigenous Pop.	18+ NH White Pop
<b>Total Shifted in Option D vs. 2018 Plan</b>	<b><u>5525</u></b>	<b><u>3909</u></b>	<b><u>1312</u></b>	<b><u>2238</u></b>
<b>Census 2020 County Total</b>	<b>14,518</b>	<b>10,342</b>	<b>5,286</b>	<b>4423</b>
<b>% of 2020 county-wide Totals Shifted</b>	<b><u>38.1%</u></b>	<b><u>37.8%</u></b>	<b><u>24.8%</u></b>	<b><u>50.6%</u></b>

# San Juan Commission

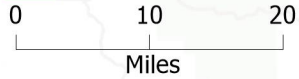
- - - - - Census Place  
 - - - - - Commission  
 [Blue Outline] Chapters  
 0 7.5 15  
 Miles

## Option A (10/23 draft)



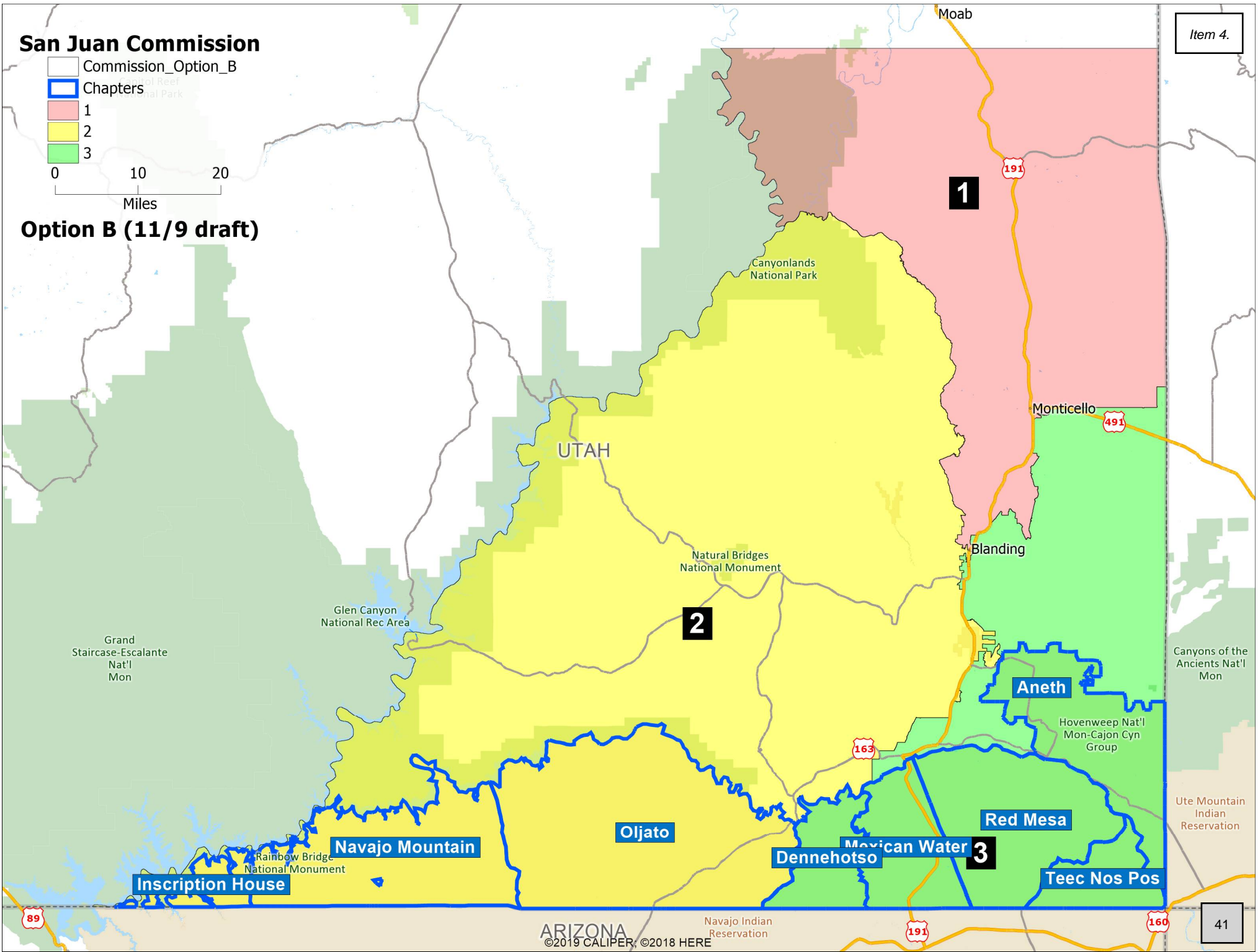
# San Juan Commission

- Commission\_Option\_B
- Chapters
- 1
- 2
- 3



## Option B (11/9 draft)

Item 4.



# San Juan Commission

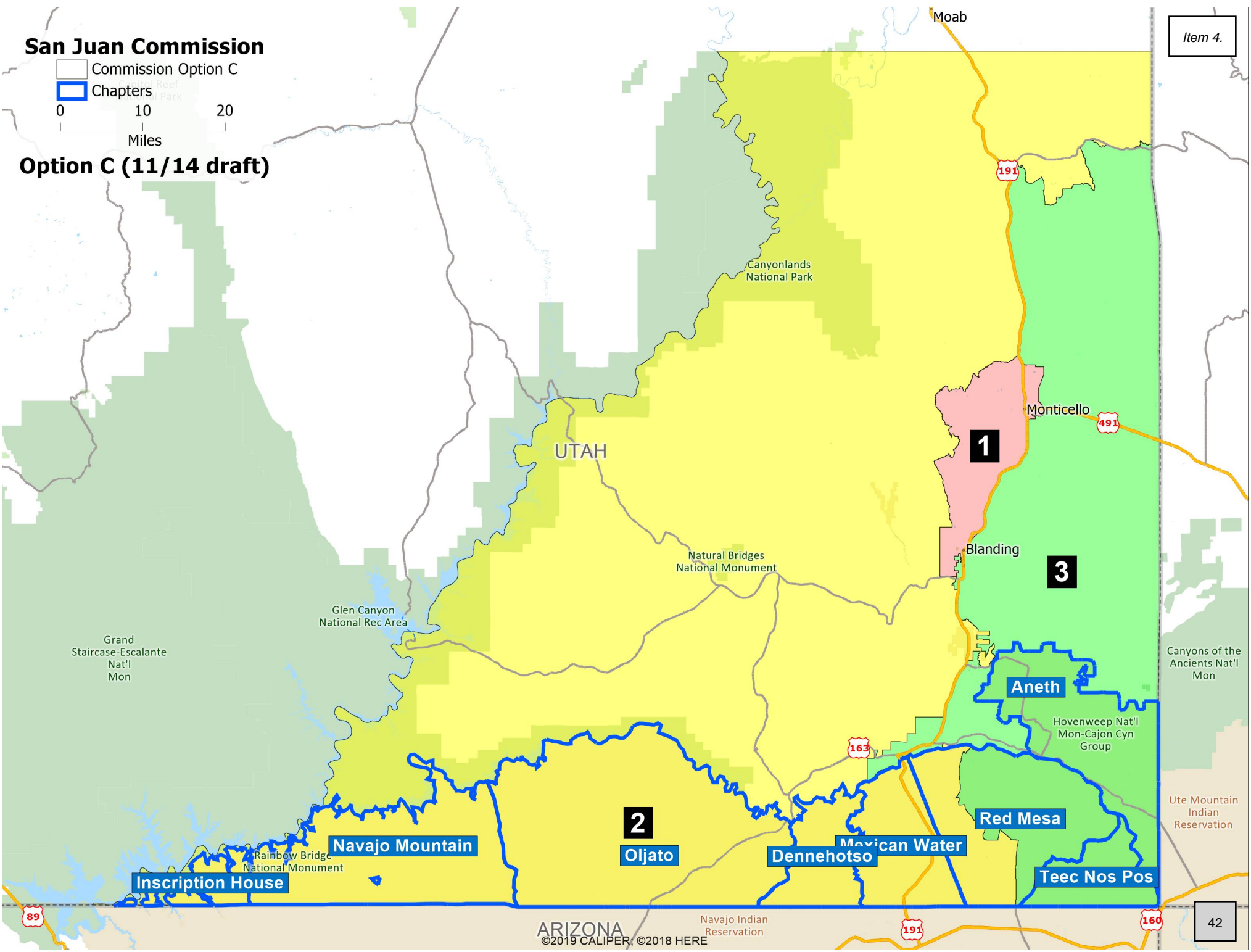
Commission Option C

Chapters



## Option C (11/14 draft)

Item 4.



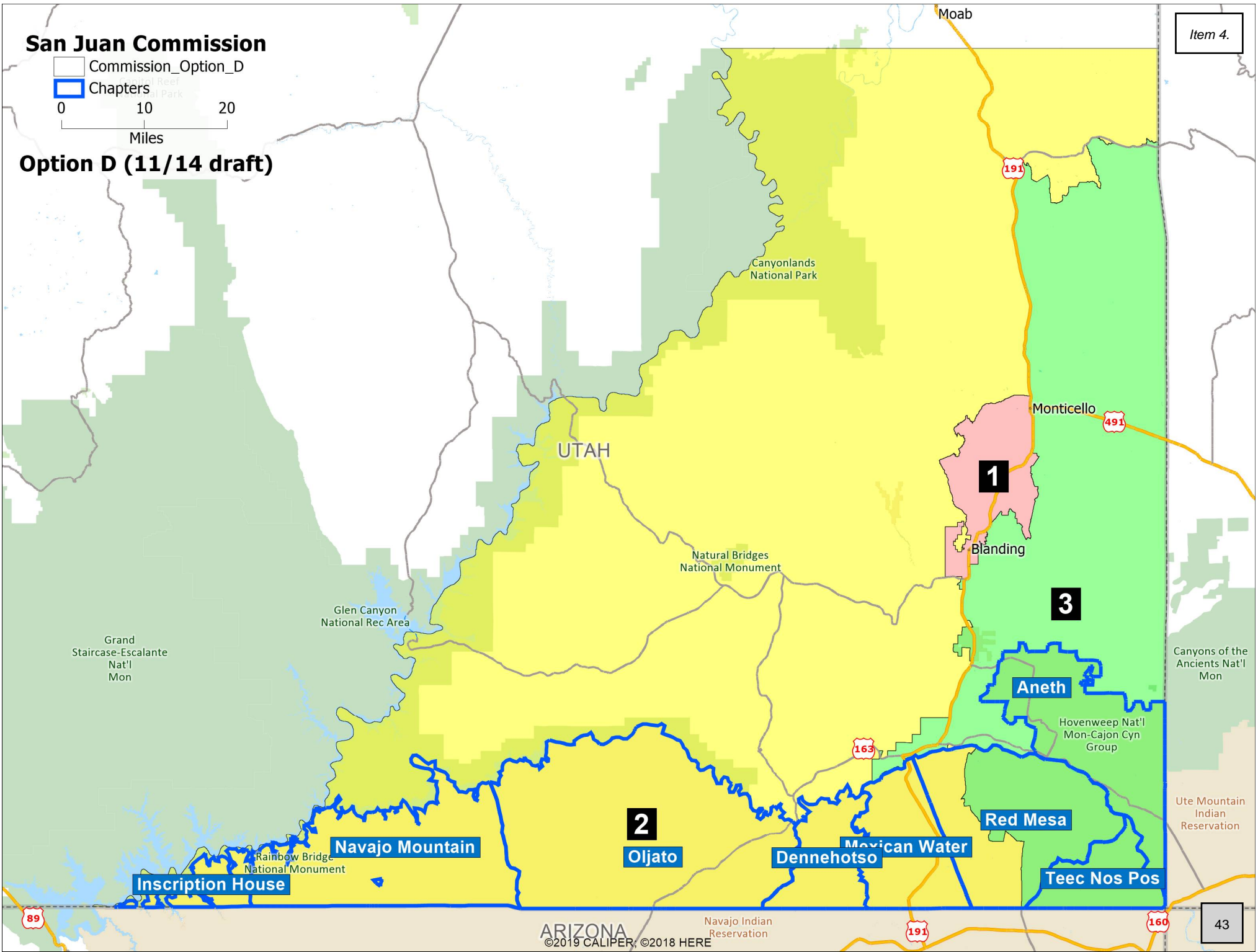


# San Juan Commission



## Option D (11/14 draft)

Item 4.





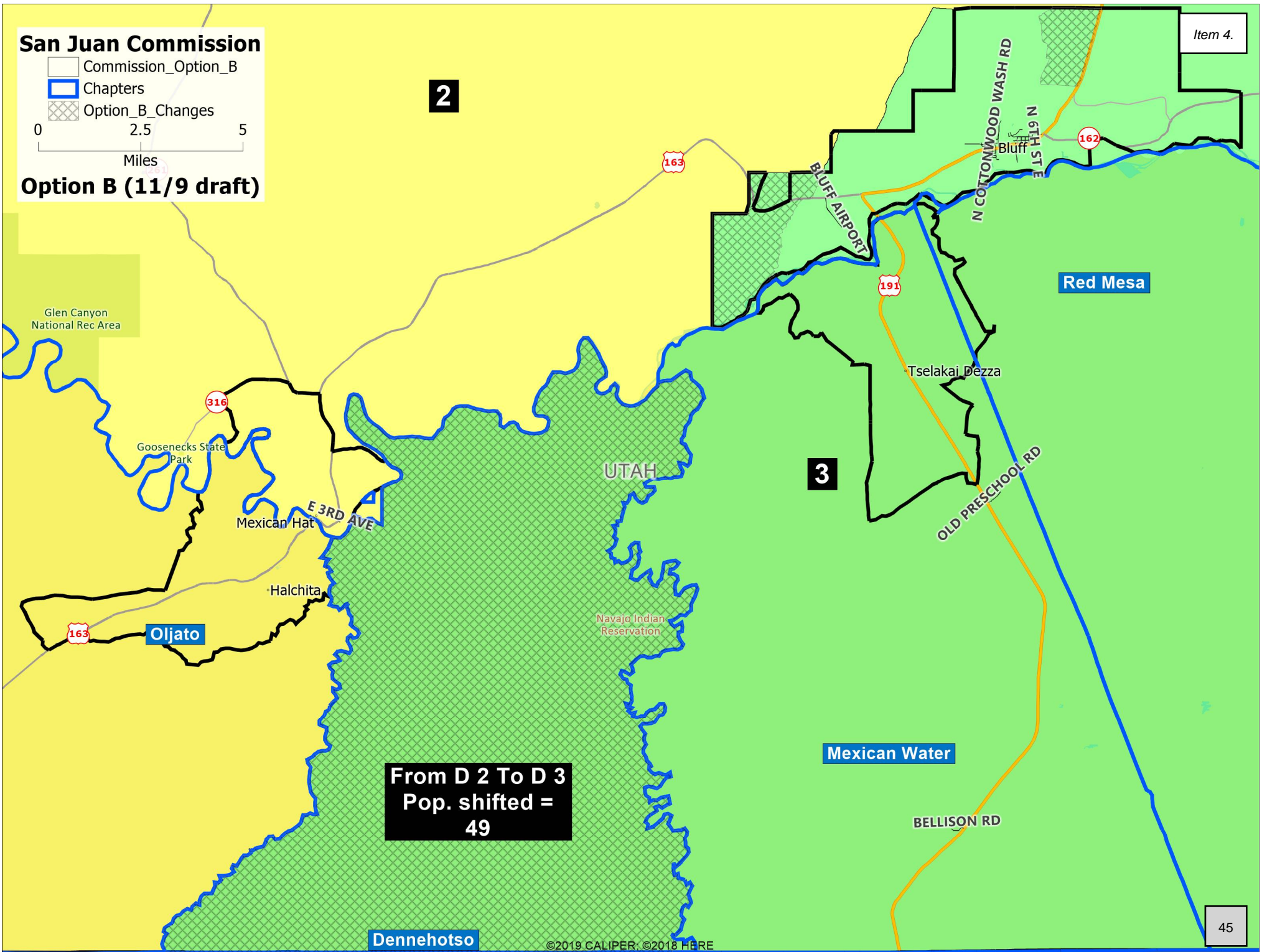


# San Juan Commission

- Commission\_Option\_B
- Chapters
- Option\_B\_Changes



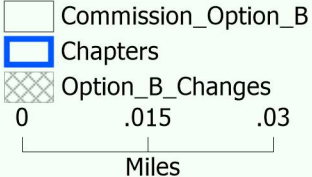
## Option B (11/9 draft)





W 800 S

### San Juan Commission



### Option B (11/9 draft)

**3**

**From D 3 To D 2  
Pop. shifted = 7**

**2**

S 300 W

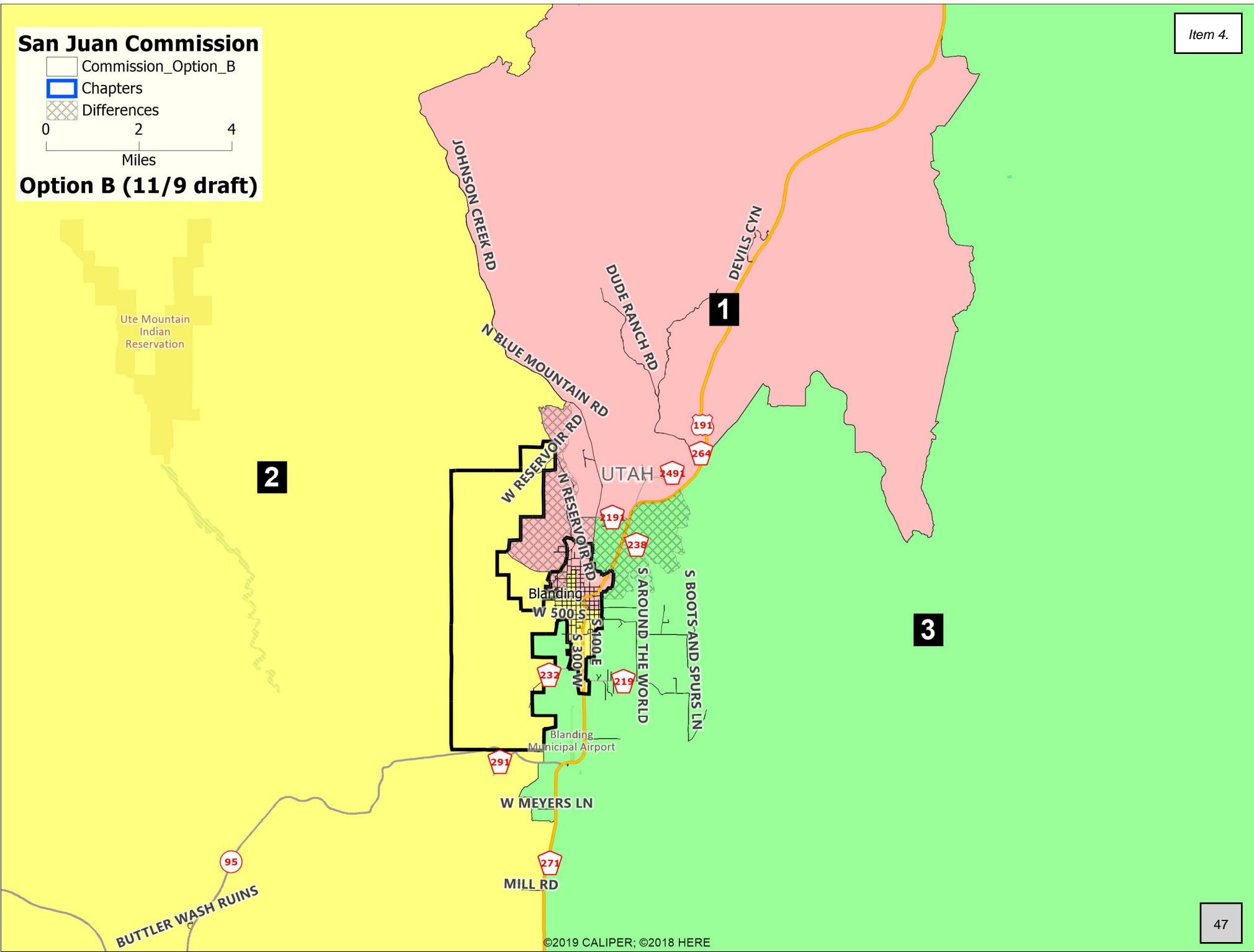
Centennial Park

# San Juan Commission

Commission\_Option\_B  
 Chapters  
 Differences

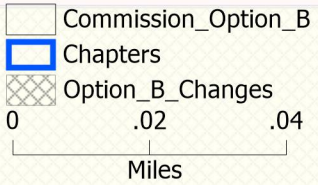
0      2      4  
Miles

## Option B (11/9 draft)





# San Juan Commission



## Option B (11/9 draft)

1

W 100 S

E 100 S

Item 4.

From D 1 To D 2  
Pop. shifted =  
118

W 200 S

2

E 200 S

S 200 W

S 100 W

S SCHOOL HOUSE RD

W 300 S

E 300 S



### San Juan Commission

Commission\_Option\_B

Chapters

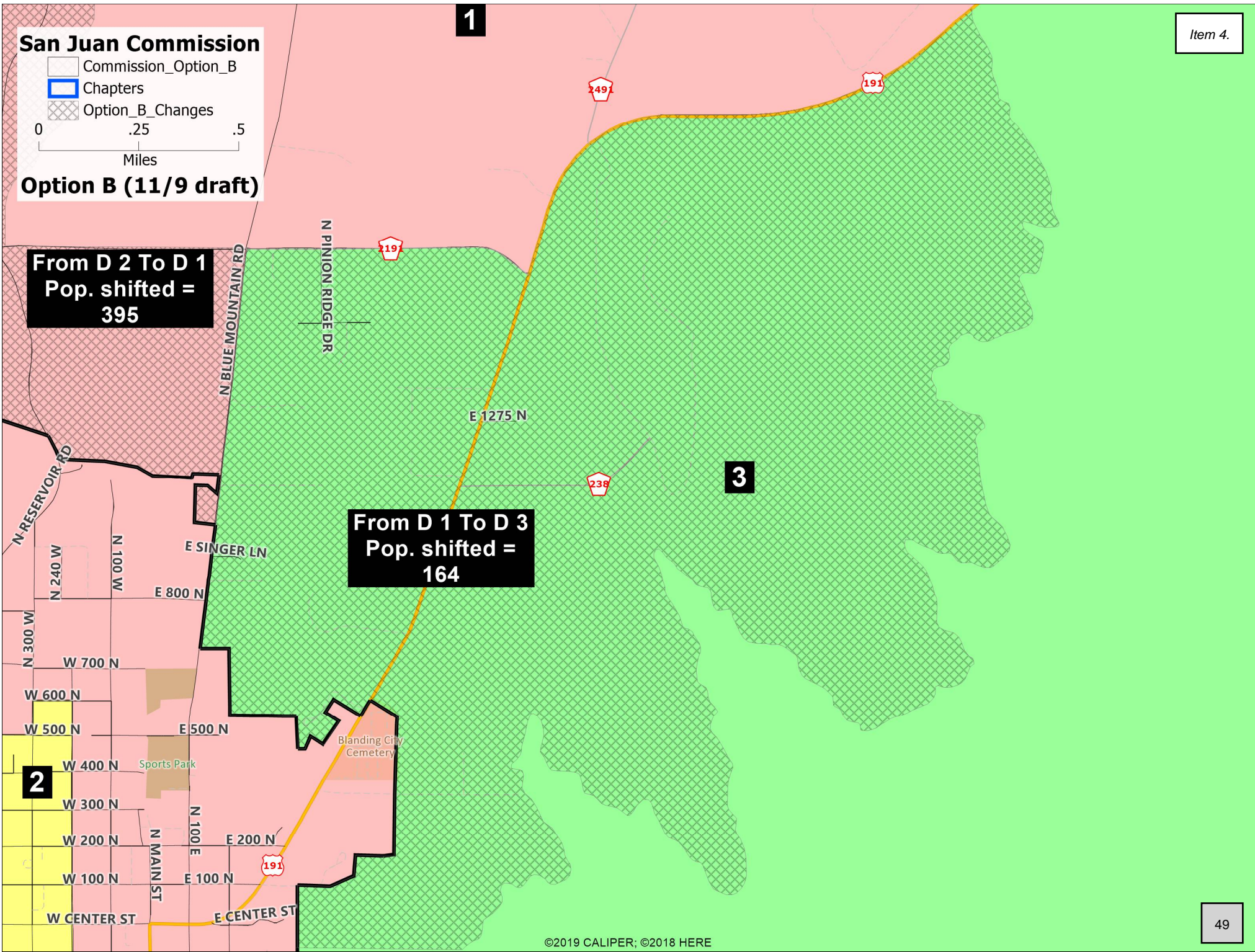
Option\_B\_Changes



### Option B (11/9 draft)

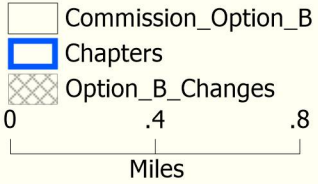
**From D 2 To D 1  
Pop. shifted =  
395**

**From D 1 To D 3  
Pop. shifted =  
164**





# San Juan Commission



## Option B (11/9 draft)

Item 4.

2

1

3

From D 2 To D 1  
Pop. shifted =  
395

From D 1 To D 3  
Pop. shifted =  
164

## Population Summary Report

San Juan County, UT – Option A School Board Plan -- 2020 Census (October 23 Draft)

District	Population	Deviation	% Deviation	Single-race Indigenous	% Single-race Indigenous	Any Part Indigenous	% Any Part Indigenous	Latino	% Latino	NH White	% NH White
1	2774	-24	-0.86%	122	4.40%	193	6.96%	337	12.15%	2208	79.60%
2	2817	19	0.68%	633	22.47%	715	25.38%	184	6.53%	1854	65.81%
3	2807	9	0.32%	2000	71.25%	2056	73.25%	100	3.56%	633	22.55%
4	2778	-20	-0.71%	2142	77.11%	2205	79.37%	52	1.87%	531	19.11%
5	2813	15	0.54%	2360	83.90%	2393	85.07%	42	1.49%	342	12.16%
<b>Total</b>	<b>13989</b>			<b>7257</b>	<b>51.88%</b>	<b>7562</b>	<b>54.06%</b>	<b>715</b>	<b>5.11%</b>	<b>5568</b>	<b>39.80%</b>

**Total Deviation 1.39%**

District	18+_Pop	18+ SR Indigenous	% 18+ SR Indigenous	18+ NH AP Indigenous	% 18+ NH AP Indigenous	18 + AP Indigenous	% 18 + AP Indigenous	18+_Latino	% 18+_Latino	18+ NH White	% 18+ NH White
1	1991	70	3.52%	89	4.47%	107	5.37%	221	11.10%	1624	81.57%
2	1916	404	21.09%	435	22.70%	445	23.23%	117	6.11%	1287	67.17%
3	1946	1404	72.15%	1412	72.56%	1429	73.43%	57	2.93%	451	23.18%
4	2032	1556	76.57%	1573	77.41%	1588	78.15%	31	1.53%	411	20.23%
5	2064	1684	81.59%	1699	82.32%	1703	82.51%	30	1.45%	298	14.44%
<b>Total</b>	<b>9949</b>	<b>5118</b>	<b>51.44%</b>	<b>5208</b>	<b>52.35%</b>	<b>5272</b>	<b>52.99%</b>	<b>456</b>	<b>4.6%</b>	<b>4071</b>	<b>40.92%</b>

Note: Spanish Valley (pop. 529) is not part of the San Juan School District)

## Population Summary Report

San Juan County School District, UT – Current School Board Plan -- 2020 Census

District	Population	Deviation	% Deviation	Single-race Indigenous	% Single-race Indigenous	Any Part Indigenous	% Any Part Indigenous	Latino	% Latino	NH White	% NH White
1	2706	-92	-3.29%	117	4.32%	184	6.80%	328	12.12%	2162	79.90%
2	2869	71	2.54%	644	22.45%	734	25.58%	185	6.45%	1885	65.70%
3	2703	-95	-3.40%	1602	59.27%	1661	61.45%	110	4.07%	906	33.52%
4	2632	-166	-5.93%	2277	86.51%	2329	88.49%	47	1.79%	270	10.26%
5	3079	281	10.04%	2617	85.00%	2654	86.20%	45	1.46%	345	11.20%
<b>Total</b>	<b>13989</b>			<b>7257</b>	<b>51.88%</b>	<b>7562</b>	<b>54.06%</b>	<b>715</b>	<b>5.11%</b>	<b>5568</b>	<b>39.80%</b>

**Total Deviation 15.97%**

District	18+_Pop	18+ SR Indigenous	% 18+ SR Indigenous	18+ NH AP Indigenous	% 18+ NH AP Indigenous	18 + AP Indigenous	% 18 + AP Indigenous	18+_Latino	% 18+_Latino	18+ NH White	% 18+ NH White
1	1937	65	3.36%	83	4.28%	100	5.16%	215	11.10%	1586	81.88%
2	1958	413	21.09%	445	22.73%	456	23.29%	122	6.23%	1313	67.06%
3	1872	1119	59.78%	1130	60.36%	1146	61.22%	62	3.31%	648	34.62%
4	1930	1652	85.60%	1666	86.32%	1681	87.10%	26	1.35%	225	11.66%
5	2252	1869	82.99%	1884	83.66%	1889	83.88%	31	1.38%	299	13.28%
<b>Total</b>	<b>9949</b>	<b>5118</b>	<b>51.44%</b>	<b>5208</b>	<b>52.35%</b>	<b>5272</b>	<b>52.99%</b>	<b>456</b>	<b>4.6%</b>	<b>4071</b>	<b>40.92%</b>



# San Juan Commission

Commission Option C

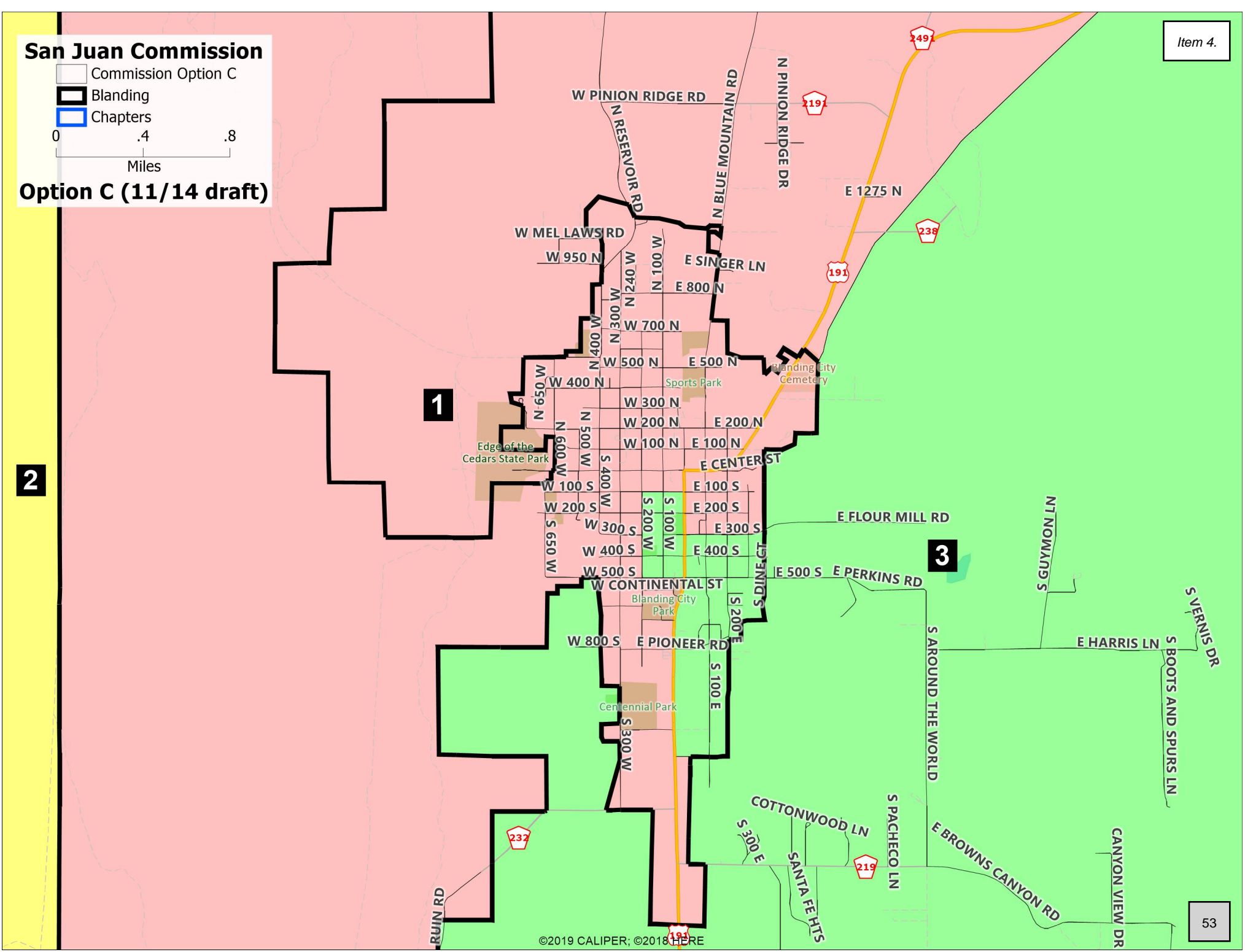
Blanding

Chapters



## Option C (11/14 draft)

Item 4.





### Census 2020 Population Shifted Between 2018 San Juan School Board Plan and 2021 Option B School Board Plan (November 9 Draft)

From: 2018 School Board Plan District Number	To: November 9 Option B District Number	Total Population	18+ Any Part 18+ Pop.	18+ NH White Indigenous Pop.	18+ NH White Pop	Location	Vista Ballot Area
2	3	11	7	3		3 Blanding	5
2	4	220	164	13		138 North of Blanding	4
3	5	1	1	0		0 Bluff	8
3	2	273	175	38		128 South Blanding & Westwater	8
3	4	22	16	0		10 Adjacent to Aneth	8
4	3	20	6	6		0 Aneth Chapter	3
4	1	87	74	4		63 E. of Monticello -- along	3
5	3	266	188	185		0 Mexican Water Ch	10
<b>Total Shifted in Option A</b>		<b><u>900</u></b>	<b><u>631</u></b>	<b><u>249</u></b>	<b><u>54</u></b>		
<b>Census 2020 School Board Total</b>		<b>13,989</b>	<b>9,949</b>	<b>5,272</b>	<b>4071</b>		
<b>% of 2020 School District Totals Shifted</b>		<b><u>6.4%</u></b>	<b><u>6.3%</u></b>	<b><u>4.7%</u></b>	<b><u>1.3%</u></b>		

## Population Summary Report

San Juan County School District, UT – Current School Board Plan -- 2020 Census

District	Population	Deviation	% Deviation	Single-race Indigenous	% Single-race Indigenous	Any Part Indigenous	% Any Part Indigenous	Latino	% Latino	NH White	% NH White
1	2706	-92	-3.29%	117	4.32%	184	6.80%	328	12.12%	2162	79.90%
2	2869	71	2.54%	644	22.45%	734	25.58%	185	6.45%	1885	65.70%
3	2703	-95	-3.40%	1602	59.27%	1661	61.45%	110	4.07%	906	33.52%
4	2632	-166	-5.93%	2277	86.51%	2329	88.49%	47	1.79%	270	10.26%
5	3079	281	10.04%	2617	85.00%	2654	86.20%	45	1.46%	345	11.20%
<b>Total</b>	<b>13989</b>			<b>7257</b>	<b>51.88%</b>	<b>7562</b>	<b>54.06%</b>	<b>715</b>	<b>5.11%</b>	<b>5568</b>	<b>39.80%</b>

**Total Deviation 15.97%**

District	18+_Pop	18+ SR Indigenous	% 18+ SR Indigenous	18+ NH AP Indigenous	% 18+ NH AP Indigenous	18 + AP Indigenous	% 18 + AP Indigenous	18+_Latino	% 18+_Latino	18+ NH White	% 18+ NH White
1	1937	65	3.36%	83	4.28%	100	5.16%	215	11.10%	1586	81.88%
2	1958	413	21.09%	445	22.73%	456	23.29%	122	6.23%	1313	67.06%
3	1872	1119	59.78%	1130	60.36%	1146	61.22%	62	3.31%	648	34.62%
4	1930	1652	85.60%	1666	86.32%	1681	87.10%	26	1.35%	225	11.66%
5	2252	1869	82.99%	1884	83.66%	1889	83.88%	31	1.38%	299	13.28%
<b>Total</b>	<b>9949</b>	<b>5118</b>	<b>51.44%</b>	<b>5208</b>	<b>52.35%</b>	<b>5272</b>	<b>52.99%</b>	<b>456</b>	<b>4.6%</b>	<b>4071</b>	<b>40.92%</b>



## Population Summary Report

San Juan County, UT – Option B School Board Plan -- 2020 Census (11/9 draft)

District	Population	Deviation	% Deviation	Single-race Indigenous	% Single-race Indigenous	Any Part Indigenous	% Any Part Indigenous	Latino	% Latino	NH White	% NH White
1	2793	-5	-0.18%	123	4.40%	190	6.80%	334	11.96%	2235	80.02%
2	2803	5	0.18%	606	21.62%	687	24.51%	189	6.74%	1855	66.18%
3	2812	14	0.50%	1900	67.57%	1963	69.81%	94	3.34%	743	26.42%
4	2768	-30	-1.07%	2268	81.94%	2329	84.14%	56	2.02%	393	0.142
5	2813	15	0.54%	2360	83.90%	2393	85.07%	42	1.49%	<b>342</b>	<b>0.1216</b>
<b>Total</b>	<b>13989</b>			<b>7257</b>	<b>51.88%</b>	<b>7562</b>	<b>54.06%</b>	<b>715</b>	<b>5.11%</b>	<b>5568</b>	<b>39.80%</b>

**Total Deviation** **1.61%**

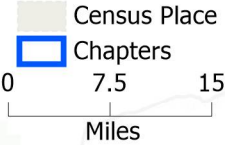
District	18+_Pop	18+ SR Indigenous	% 18+ SR Indigenous	18+ NH AP Indigenous	% 18+ NH AP Indigenous	18 + AP Indigenous	% 18 + AP Indigenous	18+_Latino	% 18+_Latino	18+ NH White	% 18+ NH White
1	2011	69	3.43%	87	4.33%	104	5.17%	221	10.99%	1649	82.00%
2	1901	391	20.57%	416	21.88%	433	22.78%	126	6.63%	1284	67.54%
3	1942	1322	68.07%	1338	68.90%	1348	69.41%	45	2.32%	529	27.24%
4	2031	1652	81.34%	1668	82.13%	1684	82.91%	34	1.67%	311	15.31%
5	2064	1684	81.59%	1699	82.32%	1703	82.51%	30	1.45%	298	14.44%
<b>Total</b>	<b>9949</b>	<b>5118</b>	<b>51.44%</b>	<b>5208</b>	<b>52.35%</b>	<b>5272</b>	<b>52.99%</b>	<b>456</b>	<b>4.6%</b>	<b>4071</b>	<b>40.92%</b>

### Census 2020 Population Shifted Between 2018 San Juan School Board Plan and 2021 Option B School Board Plan (November 9 Draft)

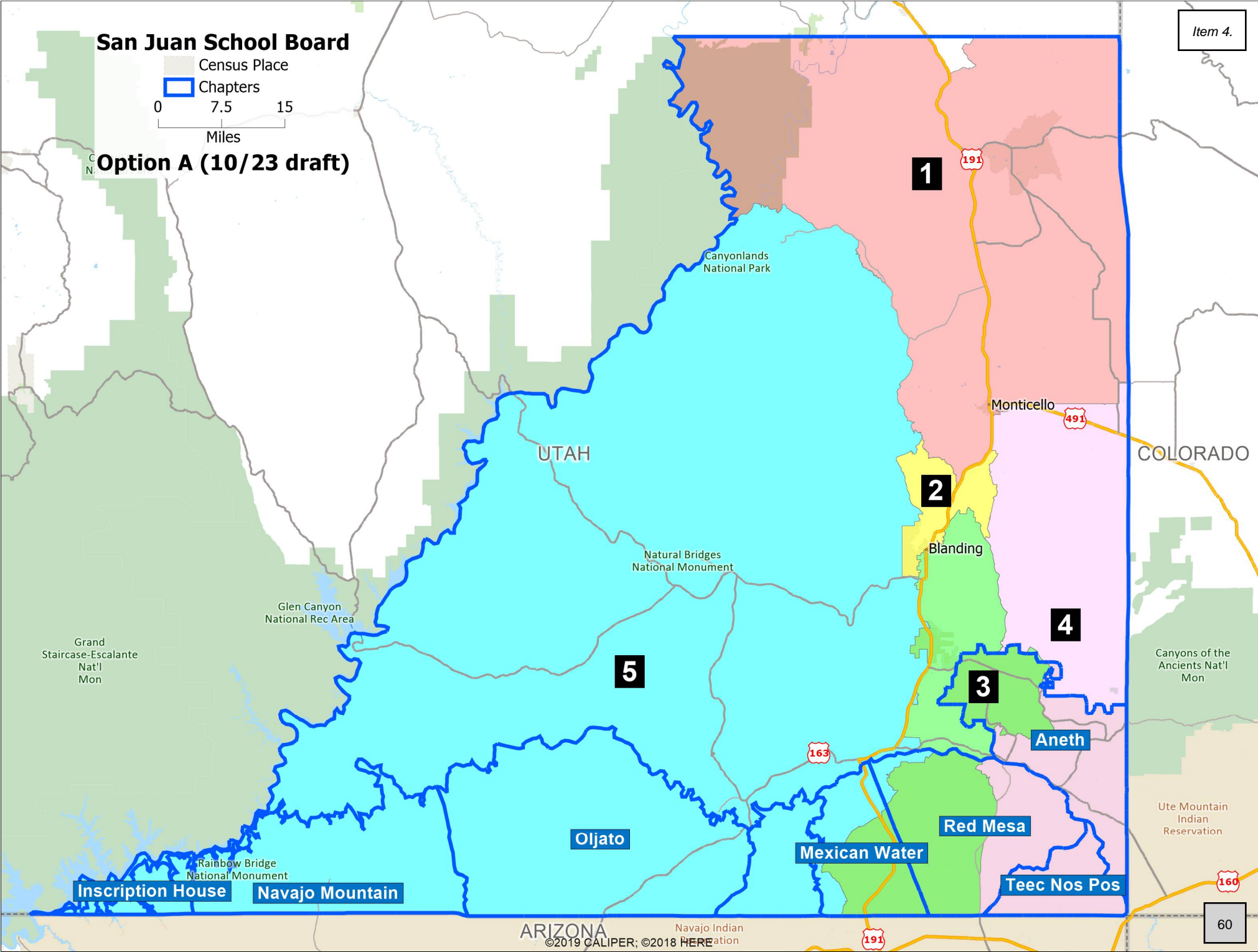
From: 2018 School Board Plan District Number	To: November 9 Option B District Number	Total Population	18+ Pop.	18+ Any Part Indigenous Pop.	18+ NH White Pop	Location	Vista Ballot Area
2	3	11	7	3		3 Blanding	5
2	4	220	164	13		138 North of Blanding	4
3	5	1	1	0		0 Bluff	8
3	2	273	175	38		128 South Blanding & Westwater	8
3	4	22	16	0		10 Adjacent to Aneth	8
4	3	20	6	6		0 Aneth Chapter	3
4	1	87	74	4		63 E. of Monticello -- along	3
5	3	266	188	185		0 Mexican Water Ch	10
<b>Total Shifted in Option A</b>		<b><u>900</u></b>	<b><u>631</u></b>	<b><u>249</u></b>	<b><u>54</u></b>		
<b>Census 2020 School Board Total</b>		<b>13,989</b>	<b>9,949</b>	<b>5,272</b>	<b>4071</b>		
<b>% of 2020 School District Totals Shifted</b>		<b><u>6.4%</u></b>	<b><u>6.3%</u></b>	<b><u>4.7%</u></b>	<b><u>1.3%</u></b>		



# San Juan School Board



## Option A (10/23 draft)



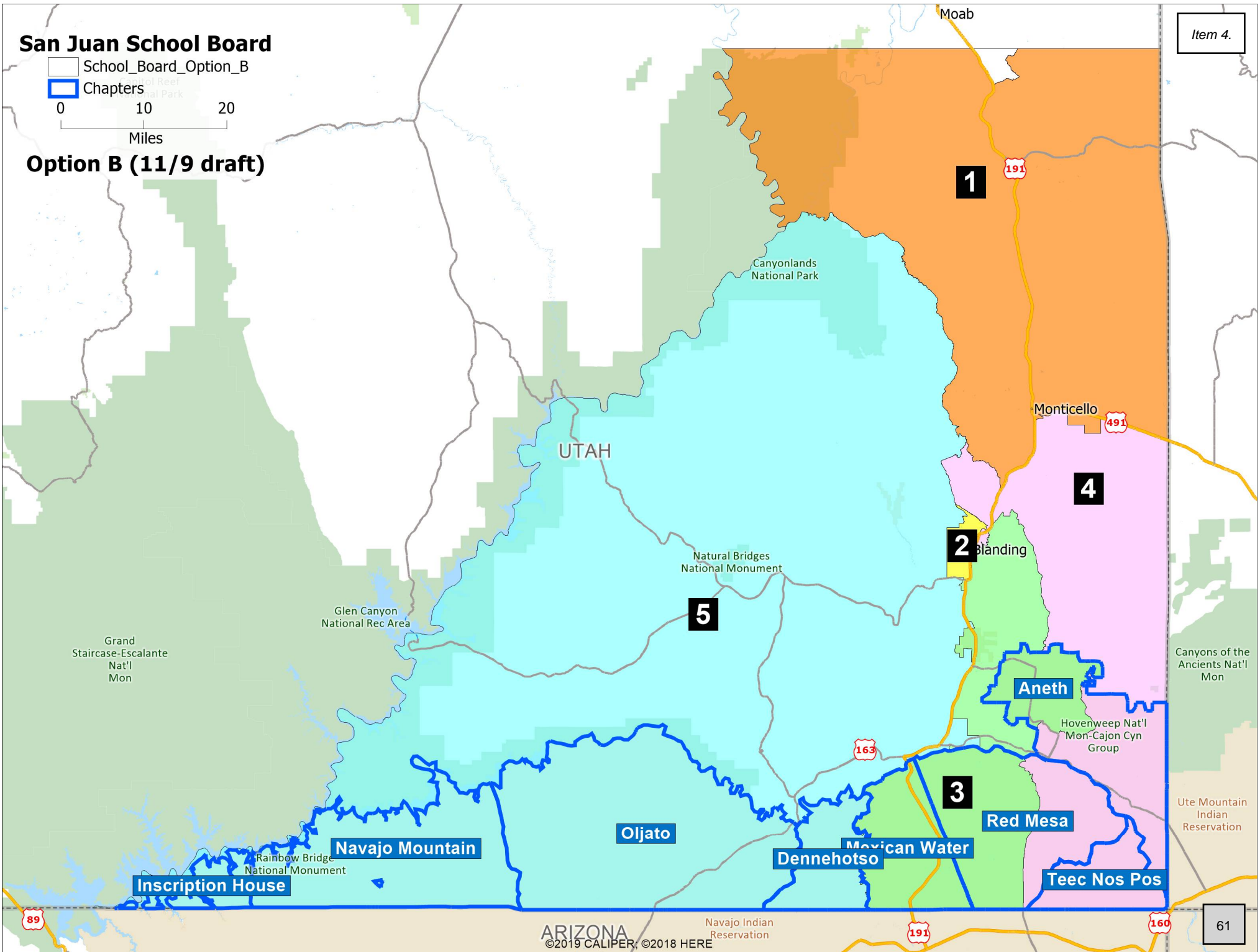


# San Juan School Board



## Option B (11/9 draft)

Item 4.





# San Juan School Board

School\_Board\_Option\_B

Town Limits

Chapters

Option\_B\_Changes

0 .01 .02

Miles

## Option B (11/9 draft)

E 200 S

E 200 S

Item 4.

From D 2 To D 3  
Pop. shifted =  
11

3

2

S SCHOOL HOUSE RD

S 100 E

W 300 S

E 300 S

©2019 CALIPER; ©2018 HERE

62



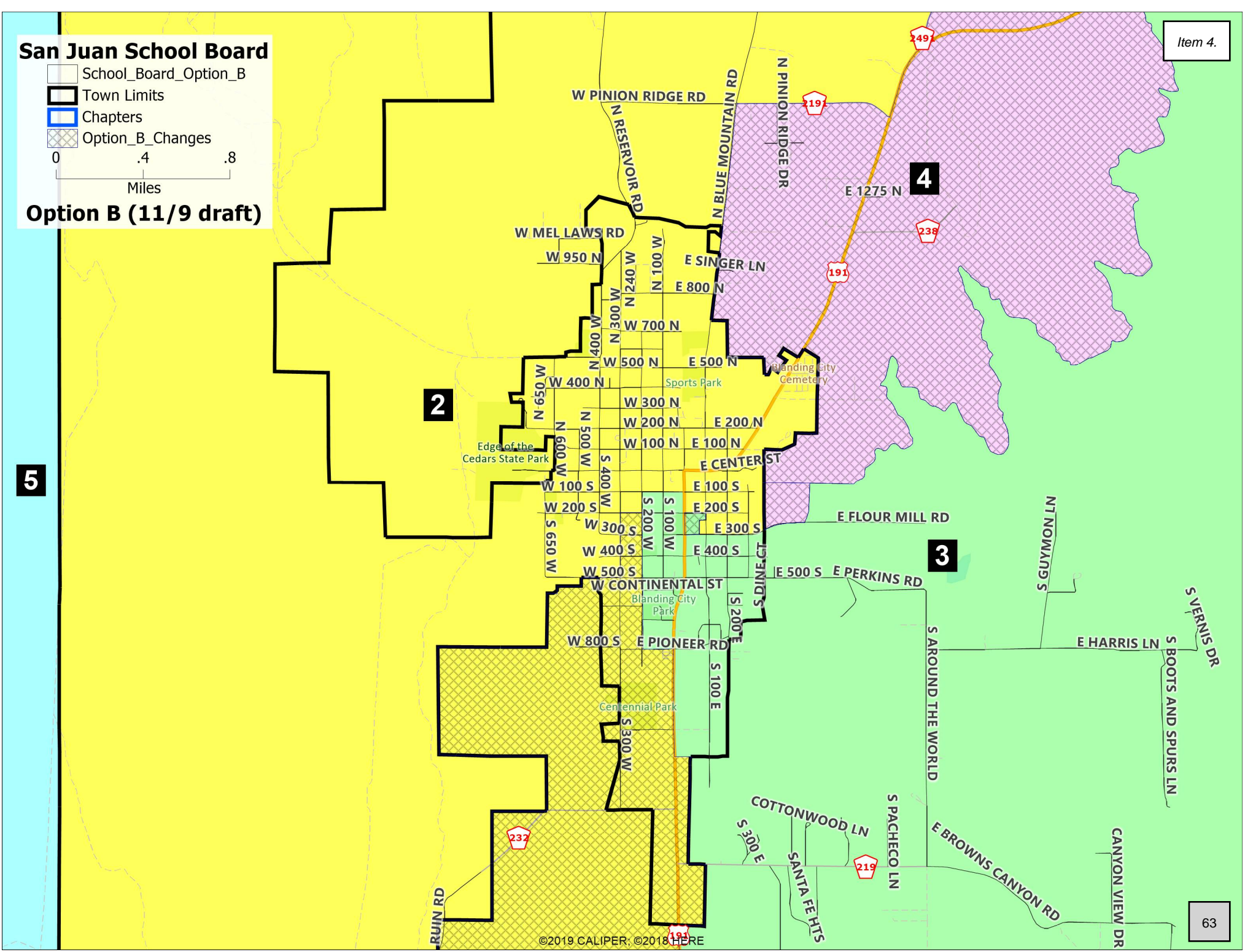
# San Juan School Board

- School\_Board\_Option\_B
- Town Limits
- Chapters
- Option\_B\_Changes



## Option B (11/9 draft)

Item 4.

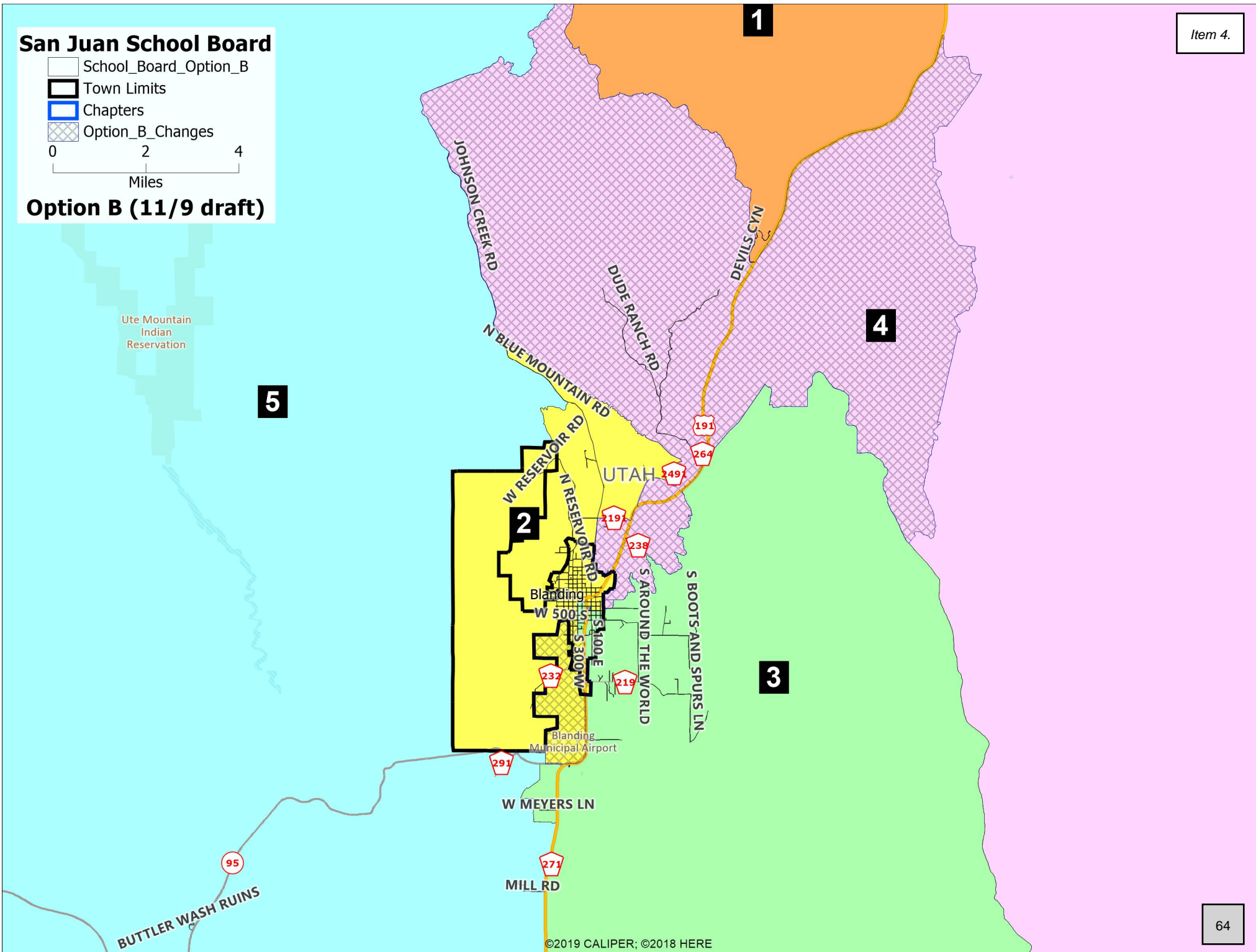


# San Juan School Board

- School\_Board\_Option\_B
- Town Limits
- Chapters
- Option\_B\_Changes



## Option B (11/9 draft)





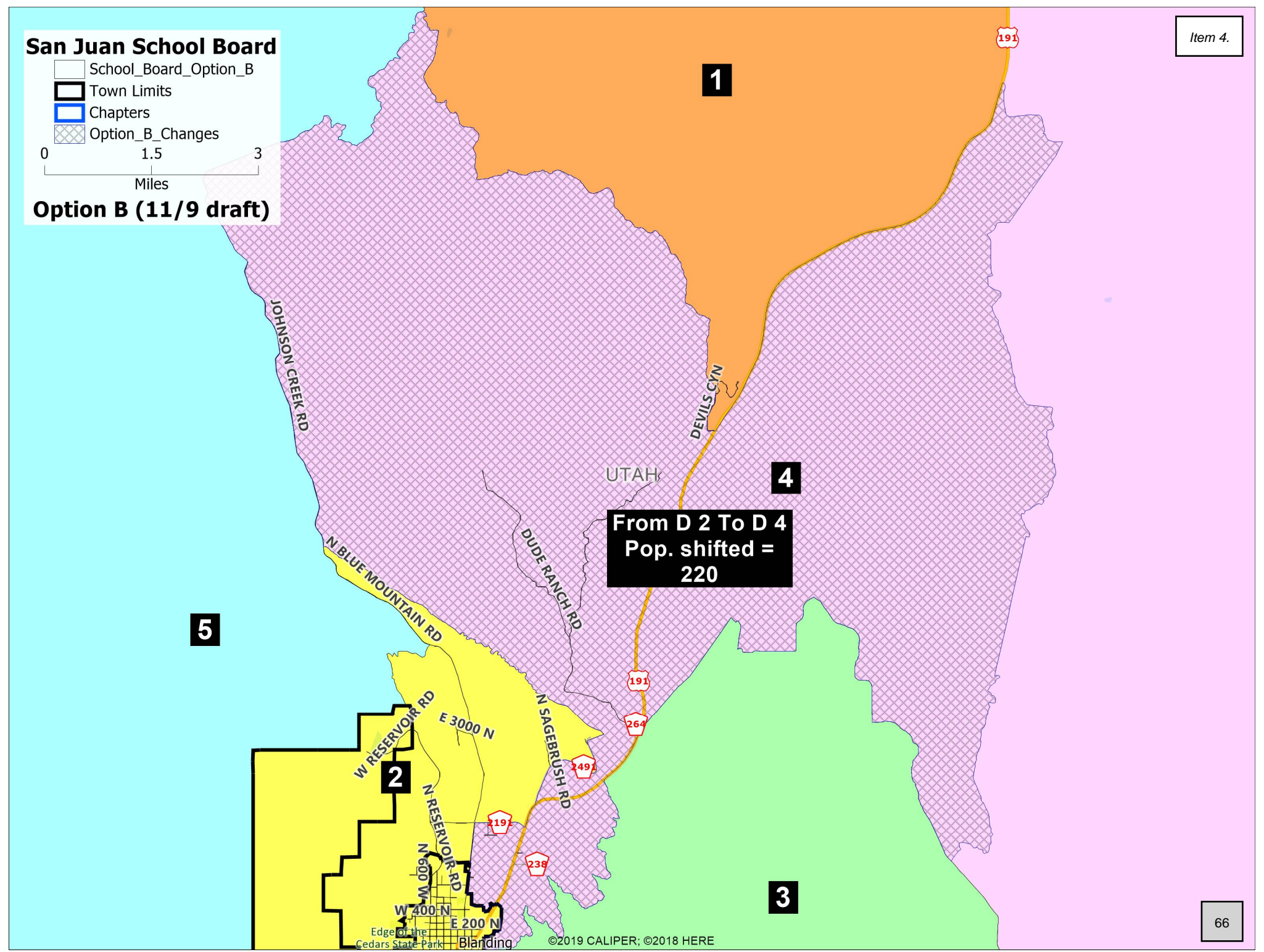


# San Juan School Board

School\_Board\_Option\_B  
 Town Limits  
 Chapters  
 Option\_B\_Changes





0 1.5 3 Miles

## Option B (11/9 draft)



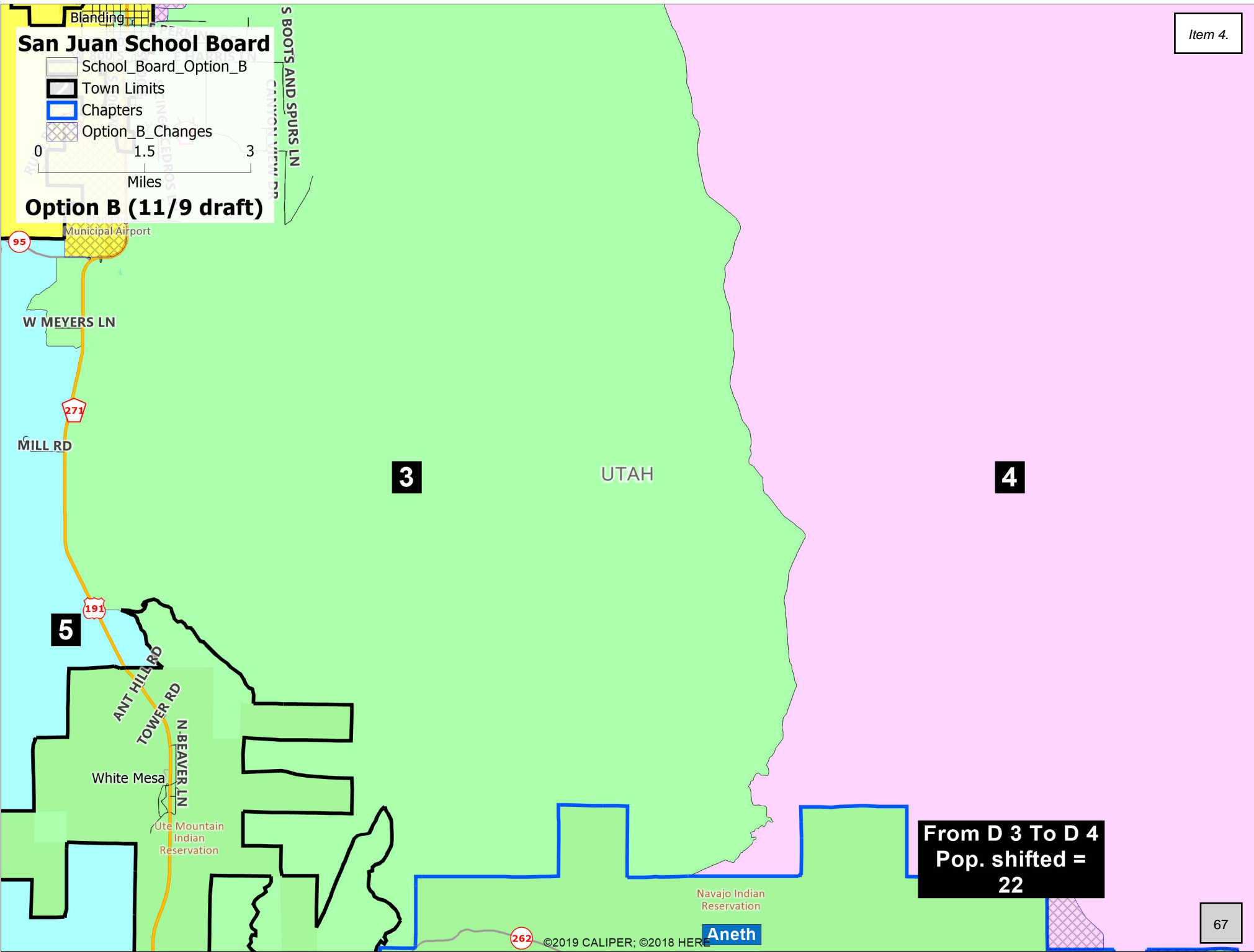


### San Juan School Board





-  School\_Board\_Option\_B
-  Town Limits
-  Chapters
-  Option\_B\_Changes



### Option B (11/9 draft)

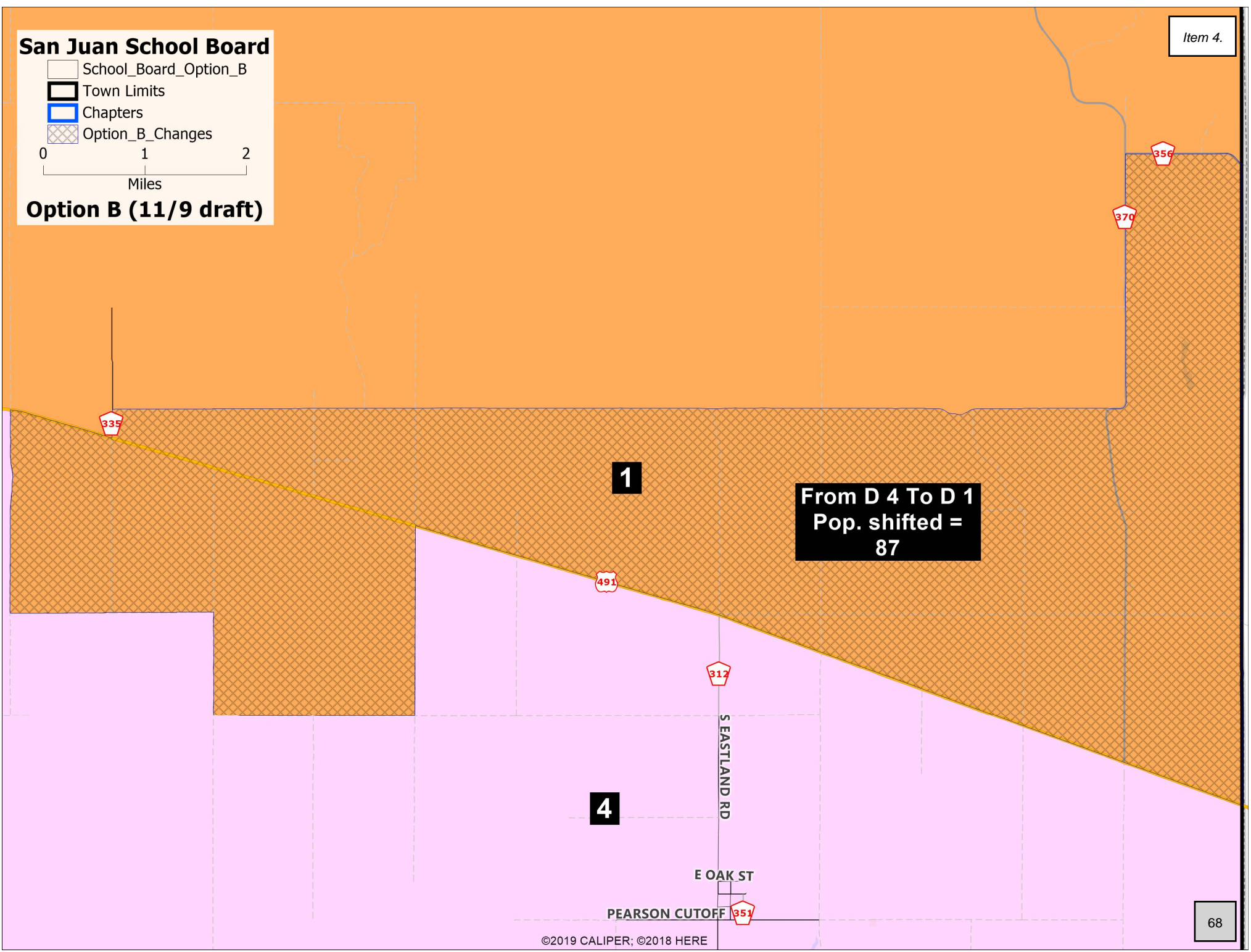


# San Juan School Board

-  School\_Board\_Option\_B
-  Town Limits
-  Chapters
-  Option\_B\_Changes



## Option B (11/9 draft)



**1**

**From D 4 To D 1  
Pop. shifted =  
87**

**4**

S EASTLAND RD

E OAK ST

PEARSON CUTOFF

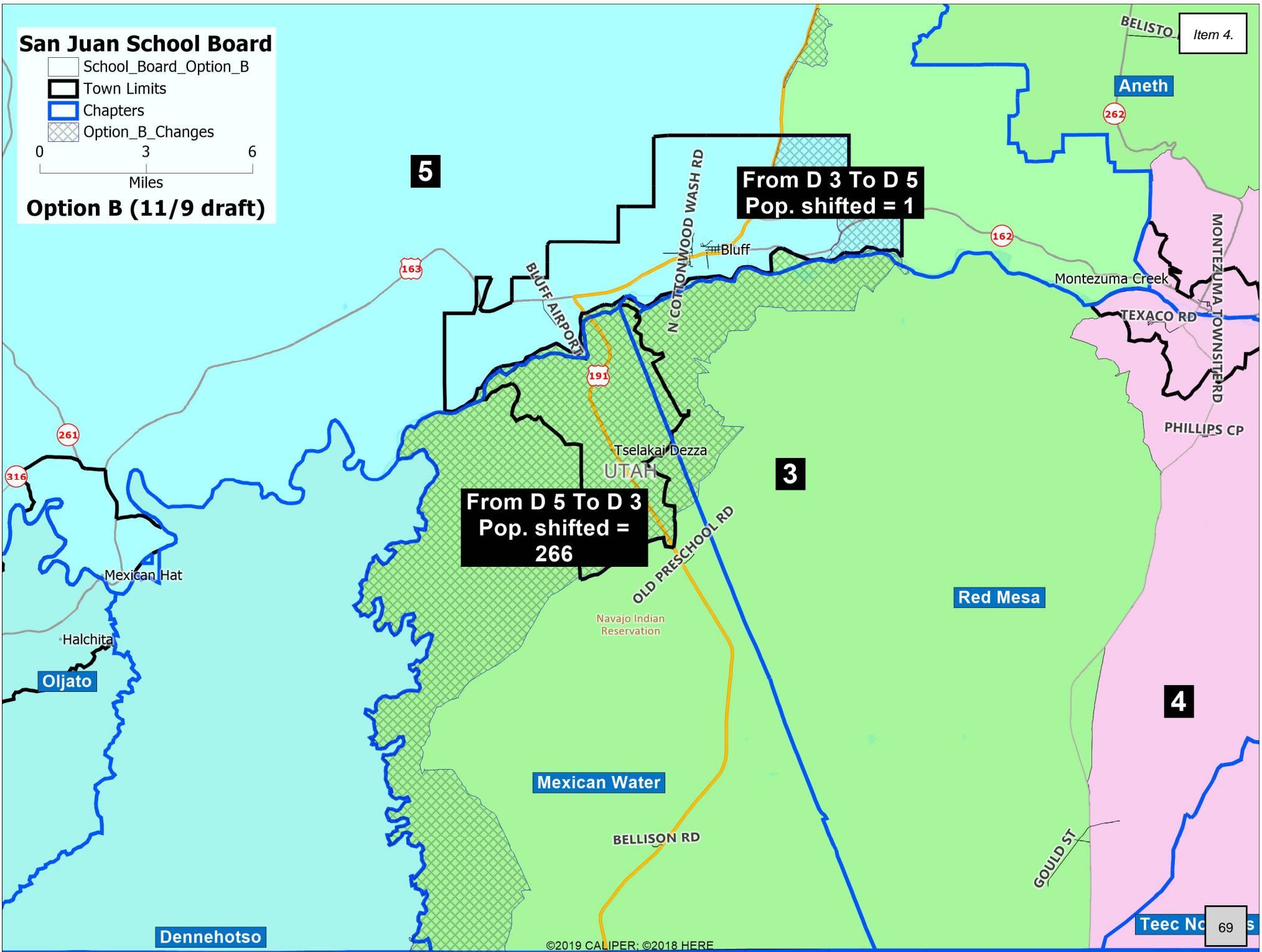


# San Juan School Board

- School\_Board\_Option\_B
- Town Limits
- Chapters
- Option\_B\_Changes



## Option B (11/9 draft)



5

From D 3 To D 5  
Pop. shifted = 1

From D 5 To D 3  
Pop. shifted = 266

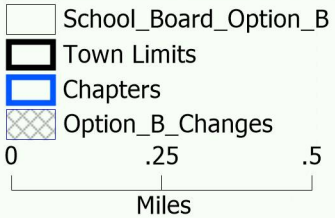
3

4

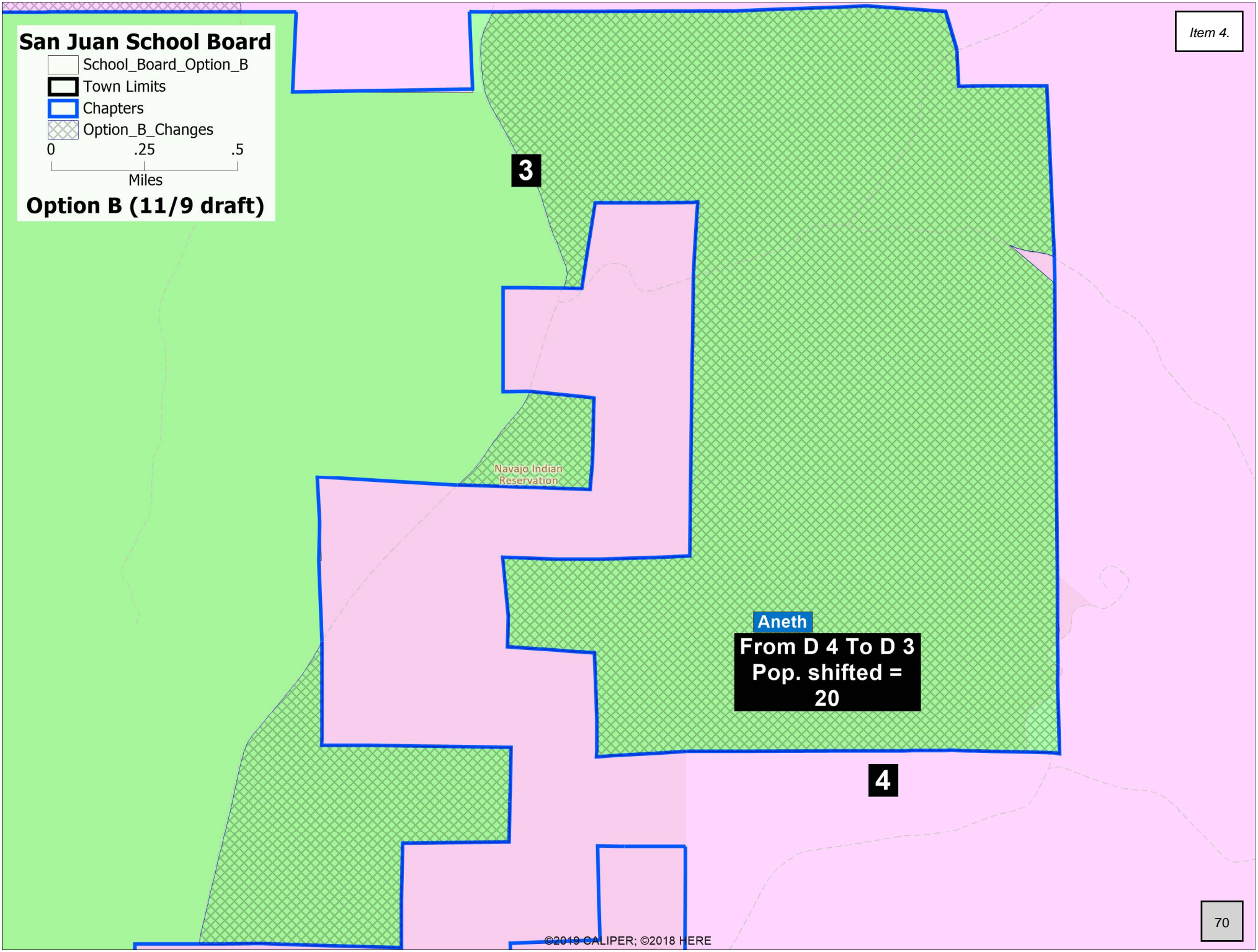
Item 4.

69

### San Juan School Board



### Option B (11/9 draft)





### San Juan School Board

- School\_Board\_Option\_B
- Town Limits
- Chapters
- Option\_B\_Changes



### Option B (11/9 draft)

**From D 3 To D 5  
Pop. shifted = 1**

**3**

**5**

**From D 5 To D 3  
Pop. shifted =  
266**

**Red Mesa**

Navajo Indian  
Reservation



November 10, 2021

San Juan County Administrator & Commission  
PO Box 9  
Monticello, UT 84535

Dear Mr. McDonald & County Commissioners:

This letter is to provide feedback from Blanding City to the County for the hired mapmaker to consider regarding the San Juan County redistricting maps.

San Juan County has required that the hired mapmaker provide at least three (3) map options to present to the public for consideration.

The Commission also asked that Blanding City provide a proposed alternative map with our community's preferences. While we are willing to draw lines on a map, Blanding City does not have the tools or expertise to create an alternative map that ensures it adheres to all of the legally required population criteria.

Therefore, we are requesting that the professional mapmaker that the County hired, create at least one of the three (3) maps with an option that shows Blanding City and the immediately surrounding area not be divided into more than one district.

Please also refer to the attached resolution that Blanding City passed on January 9, 2021 and the respective letter sent to San Juan County on November 2, 2021.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe B. Lyman", with a long, sweeping underline.

Joe B. Lyman  
Mayor

Blanding City Council  
Councilmember Cheryl Bowers  
Councilmember Kd Perkins  
Councilmember Kellen Nielson.

Councilmember Logan Monson  
Councilmember Robert Turk



## **RESOLUTION 11-09-2021-3**

### **County Commission Voting Districts**

WHEREAS, Blanding City is the largest, most diverse municipality in San Juan County, UT with a sizable voting age population; and

WHEREAS, Blanding is a self-sustaining community of interest comprised of the City of Blanding and surrounding unincorporated areas; and

WHEREAS, Prior to the most recently imposed commission districts Blanding City and the immediately surrounding Blanding Community previously represented a unified voice in county elections but is now split into three parts; and

WHEREAS, Maintaining communities of interest is a legal and traditional requirement of redistricting; and

WHEREAS, All other communities of interest in San Juan County were preserved in the redistricting; and

WHEREAS, The population of Blanding relevant to the total population of San Juan County does not mathematically require Blanding to be split; and

WHEREAS, Making portions of Blanding a small minority in each of the three districts violates the one-person, one-vote requirement of the Equal Protection clause; and

WHEREAS, No meetings on redistricting were held in Blanding, the community of Blanding was most affected by the resulting decision, effectively reducing the voice of Blanding residents in that decision; and

WHEREAS, The Mayor and City Council of Blanding represent not only the incorporated residents but also, in a very real way, the surrounding unincorporated community;

NOW, THEREFORE BE IT RESOLVED THAT Blanding City Mayor and City Council unanimously and formally support and endorse the letter expressing these concerns that was presented to the County Commission on November 2, 2021 and we ask for the inequitable representation, caused by our community being split, to be addressed in the current process.

PASSED, ADOPTED AND APPROVED this 9th day of January, 2021.



SIGNED:

A handwritten signature in blue ink, appearing to read "Joe B. Lyman", with a long horizontal flourish extending to the right.

---

Joe B. Lyman, Chair

ATTEST:

A handwritten signature in blue ink, appearing to read "David S. Johnson", with a long horizontal flourish extending to the right.

---

David S. Johnson, City Administrator/Recorder







## COMMISSION STAFF REPORT

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**MEETING DATE:** November 16, 2021

**ITEM TITLE, PRESENTER:** Consideration and Approval of Truck Purchase – TJ Adair, Road Superintendent

**RECOMMENDATION:** Approval

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### SUMMARY

Purchase of pickup truck for road department. This is in the budget, State contract price. With the shortage of vehicles we would like to purchase the lease vehicle that we have been using.

### HISTORY/PAST ACTION

### FISCAL IMPACT

\$61,334

**BILL OF SALE**

DATE: 10/28/2021

STOCK #: 948

Item 5.

**PURCHASER INFORMATION:**  
 SAN JUAN COUNTY  
 117 S MAIN  
 MONTICELLO, UT 84535  
 COUNTY: SAN JUAN  
 HOME: CELL: WORK:  
 D.L./STATE ID #: STATE: UT EXP. DATE:  
 D.O.B.:

**SELLER INFORMATION:**  
**HORSEPOWER FLEET SERVICES LLC**  
**P.O. BOX 827**  
**PAYSON, UT 84651**  
**801-372-0701**  
 SALESPERSON: TYLER LOVERIDGE

**VEHICLE INFORMATION:**  
 YEAR: 2020 STOCK: 948  
 MAKE: FORD MILEAGE: 0  
 MODEL: F350 BODY: 4DR  
 VIN: 1FT8W3BTXLEE22178 STYLE: SUPER DUTY  
 COLOR: TRANS: AUTO CYL: 8

SETTLEMENT	
VEHICLE PRICE	61,035.00
Dealer Service Fee:	299.00
<b>SUBTOTAL</b>	<b>61,334.00</b>
Sales Tax:	N/A
State Mandated Fees - Title Fee:	0.00
Motor Vehicle Registration Fee:	N/A
License Plate Fee:	N/A
Automobile Driver Education Fee:	N/A
Uninsured Motorist Identification Fee:	N/A
Age Based/Property Fee:	N/A
Inspection/Emission Fee:	N/A
Waste Tire Recycling Fee:	N/A
Payoff on Trade-in:	N/A
<b>TOTAL DUE</b>	<b>61,334.00</b>

**TRADE-IN INFORMATION:**  
 YEAR: COLOR:  
 MAKE: MILEAGE:  
 MODEL: BODY:  
 VIN:  
**BALANCE OWED TO:**  
 BALANCE OWED: \$ 0.00 GOOD THROUGH:  
 ALLOWANCE: \$ 0.00 QUOTED BY:

**INSURANCE INFORMATION:**  
 COMPANY:  
 AGENT:  
 PHONE: POLICY #:

**LIEN HOLDER INFORMATION:**  
 COMPANY:  
 STREET:  
 CITY, STATE, ZIP:

**FINANCING DISCLOSURES:**  
 **When financing is the purchaser's responsibility:**  
 THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

Signature of the purchaser \_\_\_\_\_ Signature of the purchaser \_\_\_\_\_

**When Seller agrees to seek arrangements for financing:**  
 (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT THE SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:  
 INTEREST RATE BETWEEN \_\_\_\_\_ % AND \_\_\_\_\_ % PER ANNUM, TERM BETWEEN \_\_\_\_\_ MONTHS AND \_\_\_\_\_ MONTHS. MONTHLY PAYMENTS BETWEEN \$ \_\_\_\_\_ PER MONTH AND \$ \_\_\_\_\_ PER MONTH BASED ON A DOWN PAYMENT OF \$ \_\_\_\_\_  
 (2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.  
 (b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO SECTION 41-3-401.  
 (c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:  
 (i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;  
 (ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND  
 (iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.  
 (3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.  
 (4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.  
 (5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:  
 (a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS;  
 (b) THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND  
 (c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.  
 (6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

<b>CREDIT</b>	TRADE-IN ALLOWANCE	N/A
	DEPOSIT	N/A
	DOWN PAYMENT	61,334.00
	<b>TOTAL CREDIT</b>	<b>61,334.00</b>

Cash  Finance **BALANCE DUE** 0.00

**If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).**  
 The Dealer Service Fee as set forth in your contract represents costs and profit to the dealer for preparing and processing documents and other services related to the sale or lease of your vehicle. These fees are not set or state mandated by state statute or rule.

Signature of the purchaser \_\_\_\_\_ Signature of the purchaser \_\_\_\_\_ Signature of the seller \_\_\_\_\_

PURCHASER, BY SIGNING THIS AGREEMENT, ACKNOWLEDGES THAT HE/SHE HAS READ BOTH PAGES OF THIS AGREEMENT, AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. This agreement consists of two pages, be sure to read and initial page two as indicated.

X \_\_\_\_\_ 10/28/21 X \_\_\_\_\_ 10/28/21 X \_\_\_\_\_ N/A  
 Accepted by Authorized Representative of Seller Date Purchaser Date Co-Purchaser

TERMS AND CONDITIONS

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY): The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

- 1. Purchaser, who is 18 years of age or older, hereby agrees to purchase from Seller, subject to all terms, conditions and agreements contained herein, the motor vehicle described on page one of this agreement.
2. Purchaser certifies that he or she has read, understood and agreed to all the terms and conditions on page one and page two of this agreement.
3. Page one and page two of this agreement, together with any installment sale contract and any integrated documents, shall constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. This agreement cannot be modified except by a written instrument executed by the parties. Purchaser acknowledges that Purchaser is not relying on any representation that is not contained in this agreement. (Initials)
4. For used vehicles only, Purchaser acknowledges that the vehicle purchased hereunder has a "Buyer's Guide" label affixed thereto.
5. Unless Seller provides a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is being sold "AS IS - WITH ALL FAULTS" and Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This disclaimer does not affect any warranties by the vehicle manufacturer. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle and the related products and services.
6. In the event that this agreement is for the purchase of a used motor vehicle which is sold "As Is", PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES WHATSOEVER. Purchaser shall bear the entire risk and expense of repairing or correcting any defects that presently exist or which may hereafter occur.
7. If Purchaser is buying the motor vehicle for cash (this includes a Purchaser arranging his own financing), Purchaser agrees to pay any deposit, down payment, and remaining Balance Due under this agreement on or before the delivery date. If Purchaser is buying the motor vehicle in a credit sale transaction with Seller, which is evidenced by an executed installment sale contract, and the Seller intends to sell this installment sale contract to a third party finance source, this agreement will not remain binding if a third party finance source does not agree to purchase the installment sale contract based on this agreement.
8. Purchaser agrees to deliver to Seller the certificate of title to any used motor vehicle traded in as part of the consideration for the motor vehicle purchased or to be purchased hereunder, at the time of delivery of such motor vehicle to Seller. Purchaser warrants that he has good and marketable title to the used motor vehicle traded in, and further, that such used motor vehicle is free and clear of all liens and encumbrances except as otherwise noted herein. In the event that Purchaser's trade-in vehicle is subject to an outstanding lien, Purchaser represents and warrants that the payoff quoted herein is accurate. If there is any difference between the actual lien payoff on the vehicle traded in and the lien balance as stated herein, Purchaser shall be solely responsible for any additional amounts owing to the lienholder. Purchaser agrees to indemnify and hold Seller harmless from any excess amounts paid to the lienholder to secure title to the trade-in vehicle, over and above the balance as stated herein, including, without limitation, all costs incurred by Seller in enforcing its rights hereunder.
9. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle purchased hereunder is not to be delivered to Seller immediately, Seller shall be entitled to re-appraise the trade-in vehicle at the time of delivery in order to determine the trade-in allowance. If such re-appraised value is lower than the original allowance shown therefor on page one of this agreement, Purchaser may, if dissatisfied therewith, cancel this agreement with full refund of any deposit, provided however, that such right to cancel must be exercised prior to delivery of the motor vehicle purchased hereunder and prior to the surrender to Seller of the used motor vehicle being traded in.
10. If this agreement is not consummated for any reason and Purchaser's trade-in vehicle is sold by the Seller, Seller's maximum liability to Purchaser shall be for the proceeds of said sale less reasonable expenses incurred by the Seller in storing, insuring, repairing and selling said trade-in vehicle. Notwithstanding the previous sentence, if (1) Seller has agreed to seek arrangements for financing, (2) Seller is unable to provide arrangements for financing according to the terms on page 1 within seven days of the date of sale as listed on page 1, (3) Purchaser chooses to rescind this agreement and returns the vehicle, (4) Purchaser has traded in a used motor vehicle as part of the consideration to Seller under this agreement, and (5) Seller has sold or otherwise disposed of Purchaser's trade-in vehicle, Seller's liability to Purchaser for the trade-in vehicle shall be the amount noted on page 1 as the trade-in allowance, without deduction for any expenses that Seller has incurred in storing, insuring, repairing, and selling the trade-in vehicle or any other deduction.
11. Unless this agreement shall have been canceled by Purchaser in accordance with the provisions of paragraphs 9, 12 or 13 herein, and to the extent not prohibited by law, Seller shall be permitted to retain an amount equal to any actual damages Seller incurs due to Purchaser's default. Seller may keep any portion of the amount Purchaser has paid to Seller as a deposit to offset against the amount Purchaser owes Seller. If the actual amount Purchaser owes to Seller is greater than the amount of the deposit, Purchaser agrees to pay the difference to Seller. If the actual amount Purchaser owes is less than the amount of the deposit, Seller will pay the difference to Purchaser. In the event a used motor vehicle has been traded in as part of the consideration for the motor vehicle purchased hereunder, Seller shall be entitled to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses incurred thereby and for such other expenses and losses as Seller may incur or suffer as a result of such failure or refusal by Purchaser.
12. If the Vehicle Price is increased by Seller, Purchaser may, if dissatisfied therewith, cancel this agreement with full refund of any deposit, provided that the cancellation occurs prior to Purchaser taking delivery of the motor vehicle. If a used motor vehicle has been traded in as part of the consideration for such motor vehicle, such trade-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such trade-in vehicle has been previously sold by Seller, the amount received therefor, less reasonable expenses incurred by Seller in storing, insuring, repairing and selling said trade-in vehicle.
13. Seller shall not be liable for any delay or failure to deliver the motor vehicle subject to this agreement, where such delay or failure is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Seller. This agreement may be renegotiated or canceled with full refund of any deposit if the motor vehicle is not delivered to Purchaser as specified on page one of this agreement.
14. This agreement includes sales taxes but does not include use taxes or occupational taxes, whether federal, state or local, unless expressly stated herein. Purchaser assumes and agrees to pay, unless prohibited by law, any taxes imposed on or applicable to this sale, regardless of which party may have primary tax liability therefor.
15. Purchaser shall execute such other forms of agreement or documents as may be reasonably required to complete this agreement. Purchaser shall have a continuing duty to cooperate with Seller and execute any such forms, agreements or documents as may be reasonably required to complete this agreement.
16. Purchaser agrees that Seller signed this agreement in the state of Utah. This agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah.
17. If any one or more of the provisions of this agreement shall be held invalid, illegal, or unenforceable in any respect, such provision shall not affect any other provision hereof, and this agreement shall be construed as if such provision had never been contained herein.
18. If Purchaser pays Seller with a check or other negotiable instrument, and it is dishonored or unpaid for any reason, Seller may, in its sole discretion, declare this agreement null and void and retake the motor vehicle, or make claims against Purchaser on the check. In addition, Seller may charge a returned check charge of \$20.
19. In the event that any of the terms and conditions of this agreement are inconsistent with the terms and conditions of any installment sale contract between Purchaser and Seller, the terms of the installment sale contract shall apply.

REMARKS:

Initials: Purchaser / N/A / Seller



# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

<b>FORD</b>	<b>F350</b>	<b>2020</b>	<b>1FT8W3BTXLEE22178</b>
<small>VEHICLE MAKE</small>	<small>MODEL</small>	<small>YEAR</small>	<small>VEHICLE IDENTIFICATION NUMBER (VIN)</small>

## WARRANTIES FOR THIS VEHICLE:

### **AS IS – NO DEALER WARRANTY**

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

### **DEALER WARRANTY**

- FULL WARRANTY.
- LIMITED WARRANTY. The dealer will pay \_\_\_% of the labor and \_\_\_% of the parts for the covered systems that fall during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

**SYSTEMS COVERED:**

**DURATION:**

## NON-DEALER WARRANTIES FOR THIS VEHICLE:

- MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.
- MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.
- OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

### ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

**OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS.** For information on how to obtain a vehicle history report, visit [ftc.gov/usedcars](http://ftc.gov/usedcars). To check for open safety recalls, visit [safecar.gov](http://safecar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

**SEE OTHER SIDE** for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

Here is a list of some major defects that may occur in used vehicles.

**Frame & Body**

Frame-cracks, corrective welds, or rusted through  
Dog tracks---bent or twisted frame

**Engine**

Oil leakage, excluding normal seepage  
Cracked block or head  
Belts missing or inoperable  
Knocks or misses related to camshaft lifters and push rods  
Abnormal exhaust discharge

**Transmission & Drive Shaft**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged case which is visible  
Abnormal noise or vibration caused by faulty transmission or drive shaft  
Improper shifting or functioning in any gear  
Manual clutch slips or chatters

**Differential**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged housing which is visible  
Abnormal noise or vibration caused by faulty differential

**Cooling System**

Leakage including radiator  
Improperly functioning water pump

**Electrical System**

Battery leakage  
Improperly functioning alternator, generator, battery, or starter

**Fuel System**

Visible leakage

**Inoperable Accessories**

Gauges or warning devices  
Air conditioner  
Heater & Defroster

**Brake System**

Failure warning light broken  
Pedal not firm under pressure (DOT spec.)  
Not enough pedal reserve (DOT spec.)  
Does not stop vehicle in straight line (DOT spec.)  
Hoses damaged  
Drum or rotor too thin (Mfrg Specs)  
Lining or pad thickness less than 1/32 inch  
Power unit not operating or leaking  
Structural or mechanical parts damaged

**Air Bags**

**Steering System**

Too much free play at steering wheel (DOT specs.)  
Free play in linkage more than 1/4 inch  
Steering gear binds or jams  
Front wheels aligned improperly (DOT specs.)  
Power unit belts cracked or slipping  
Power unit fluid level improper

**Suspension System**

Ball joint seals damaged  
Structural parts bent or damaged  
Stabilizer bar disconnected  
Spring broken  
Shock absorber mounting loose  
Rubber bushings damaged or missing  
Radius rod damaged or missing  
Shock absorber leaking or functioning improperly

**Tires**

Tread depth less than 2/32 inch  
Sizes mismatched  
Visible damage

**Wheels**

Visible cracks, damage or repairs  
Mounting bolts loose or missing

**Exhaust System**

Leakage  
Catalytic Converter

DEALER NAME  
**HORSEPOWER FLEET SERVICES LLC**

ADDRESS  
**P.O. BOX 827; PAYSON, UT 84651**

TELEPHONE EMAIL  
**801-372-0701**

FOR COMPLAINTS AFTER SALE, CONTACT:  
**TYLER LOVERIDGE**

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

\_\_\_\_\_  
 Signature Date

**IMPORTANT:** The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).





Utah State Tax Commission  
**Exemption Certificate for Governments & Schools**  
(Sales, Use, Tourism and Motor Vehicle Rental Tax)

**TC-721G**  
Rev. 5/18

Name of institution claiming exemption (purchaser) <b>SAN JUAN COUNTY</b>		Telephone Number	
Street Address <b>117 S MAIN</b>	City <b>MONTICELLO</b>	State <b>UT</b>	ZIP Code <b>84535</b>
Authorized Signature	Name (please print)	Title	
Name of Seller or Supplier: <b>HORSEPOWER FLEET SERVICES LLC</b>		Date <b>10/28/2021</b>	

The person signing this certificate **MUST** check the applicable box showing the basis for which the exemption is being claimed.

Email questions to [taxmaster@utah.gov](mailto:taxmaster@utah.gov). You may also write or visit the Tax Commission at 210 N 1950 W, Salt Lake City, UT 84134, or call 801-297-2200 or toll free 1-800-662-4335.

**DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION**  
Keep it with your records in case of an audit.

**UNITED STATES GOVERNMENT OR NATIVE AMERICAN TRIBE**  
I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on this form and will be used in the exercise of essential governmental or tribal functions. **NOTE:** Includes sales of tangible personal property to federally chartered credit unions. "Directly" does not include per diem, entity advances, or government reimbursements for employee credit card purchases.

**CONSTRUCTION MATERIALS PURCHASED FOR SCHOOLS OR PUBLIC TRANSIT DISTRICTS**  
I certify the construction materials purchased are on behalf of a public elementary or secondary school, or public transit district. I further certify the purchased construction materials will be installed or converted into real property owned by the school or public transit district.  
Name of school or public transit district: \_\_\_\_\_  
Name of project: \_\_\_\_\_

**FOREIGN DIPLOMAT**  
I certify the purchases are authorized by a diplomatic tax exemption card issued by the United States.  
Foreign diplomat number: \_\_\_\_\_

**Construction Materials Purchased for Airports**  
I certify the construction materials are purchased by, on behalf of, or for the benefit of Salt Lake International Airport, or a new airport owned or operated by a city in Davis, Utah, Washington or Weber County. I further certify the construction materials will be installed or converted into real property owned by and located at the airport.

**UTAH LOCAL GOVERNMENTS AND PUBLIC ELEMENTARY AND SECONDARY SCHOOLS**  
Sales Tax License No. \_\_\_\_\_

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on this form and will be used in the exercise of that entity's essential functions. For construction materials, if the purchaser is a Utah local government, these construction materials will be installed or converted into real property by employees of this government entity.  
**CAUTION:** This exemption does not apply to government or educational entities of other states and is not valid for lodging-related purchases.

**UTAH STATE GOVERNMENT**  
Sales Tax License No. \_\_\_\_\_

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on this form and will be used in the exercise of its essential functions. For construction materials, they will be installed or converted into real property by employees of this government entity.  
**CAUTION:** This exemption does not apply to other states and is not valid for lodging-related purchases.

**HEBER VALLEY HISTORIC RAILROAD**  
I certify these purchases and sales are by the Heber Valley Historic Railroad Authority or its operators and are related to the operation and maintenance of the Heber Valley Historic Railroad.

To be valid this certificate must be filled in completely, including a check mark in the proper box.

**A sales tax license number is required only where indicated.**

Please sign, date and, if applicable, include your license or exemption number.

**NOTE TO SELLER:** Keep this certificate on file since it must be available for audit review.

**NOTE TO PURCHASER:** Keep a copy of this certificate for your records. You must notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

If you need an accommodation under the Americans with Disabilities Act, email [taxada@utah.gov](mailto:taxada@utah.gov), or call 801-297-3811 or TDD 801-297-2020. Please allow three working days for a response.



## COMMISSION STAFF REPORT

**MEETING DATE:** November 16, 2021

**ITEM TITLE, PRESENTER:** CONSIDERATION AND ADOPTION OF UPDATED DRUG FREE WORKPLACE POLICY – Ann Marie Burgess, HR Generalist

**RECOMMENDATION:** Adopt updated policy

### SUMMARY

Include volunteers

Use the term drug consistently

Update the definition of “Drug” to match the Utah Local Entity Drug-Free Workplace Act definition.

Revised testing section to two subsections: one for when testing may occur and one for when testing will occur

Added information about how to handle an employee reporting use of a prescription drug that may impair ability to perform and safety sensitive functions.

### HISTORY/PAST ACTION

EnterTextHere

### FISCAL IMPACT

EnterTextHere

**San Juan County**  
**Ordinance # 2021-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE SAN JUAN COUNTY PERSONNEL POLICY APPENDIX A, DRUG FREE WORK PLACE POLICY. BY THE ENTITLED BOARD OF SAN JUAN COUNTY COMMISSIONERS.**

**The Board of San Juan County Commissioners ordains as follows:**

**Section I the amendments made herein are designated by making the new/substituted words red. Words being deleted are designated by interlineation**

**Section II. Appendix A, Drug Free Work Place Policy is amended to read as follows:**

**APPENDIX A**

**DRUG-FREE WORKPLACE POLICY**

**A. Policy Statements**

1. It is the policy of San Juan County to provide and foster a drug and alcohol free workplace. A drug and alcohol-free workplace protects the safety of the public as well as the county's workforce. San Juan County believes that the abuse of drugs and/or alcohol creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased financial burden on the health and benefit programs, decreased employee morale, decreased productivity, and decline in the quality of services rendered by the county.
2. All employees are prohibited from using, consuming, buying, possessing or selling drugs or alcoholic beverages in the workplace as specified by this policy, and are prohibited from reporting to work or being subject to work (specifically while on-call or on break) with drugs active in their systems or while under the influence of alcohol. San Juan County also discourages the detrimental or illegal use of alcohol and/or drugs by its employees when off duty.
3. It shall be a condition of employment and continued employment that all employees, and prospective employees comply with the provisions of this policy and all other relevant State and Federal statutes. It shall be a condition of authorization as a volunteer that all volunteers and prospective volunteers comply with the provisions of this policy and all other relevant State and Federal statutes. While the county will be supportive of those who seek help voluntarily with a drug or alcohol addiction, the county will be equally firm in identifying and disciplining those who continue to violate this policy and/or do not seek rehabilitative assistance.

4. This policy is intended to conform with the requirements set forth in the Local Government Entity Drug-Free Workplace Policies Act, Utah Code Annotated, Title 34, Chapter 41, and all other relevant State and Federal statutes including the Americans with Disabilities Act (ADA). The provisions of any applicable law, statute, regulation, or ordinance (i.e. The Omnibus Transportation and Employee Testing Act of 1991 and the Federal Highway Administration and Department of Transportation rules of February 1994) shall prevail in the event of any conflict with the provisions of this policy.

## B. Definitions

**Alcoholic Beverage** - A drink containing ethanol or alcohol.

**Alcohol Testing** - The scientific analysis of a sample for the presence of alcohol.

**Applicant** - Any person who has made a written or oral application to become an employee or authorized volunteer of San Juan County.

**Drug** - means any substance recognized as a drug in the United States Pharmacopeia, the National Formulary, the Homeopathic Pharmacopeia, or other drug compendia, including those included in the Utah Controlled Substances Act, Title 58, Chapter 37, Utah Code Annotated, (1953, as amended) or supplement to any of those compendia. Drugs may include, but are not limited to:

1. Marijuana (THC)
2. Cocaine
3. Phencyclidine (PCP)
4. Opiates
5. Amphetamines (including methamphetamine)
6. Barbiturates
7. Benzodiazepines
8. Methadone
9. Propoxyphene

**Drug Testing** - The scientific analysis of a sample for the presence of drugs or their metabolites in the human body.

**Employee** - Any person or officer in the service of San Juan County including volunteers.

**Medical Review Officer (MRO)** - A licensed physician with knowledge of drug abuse disorders that is employed or contracted to conduct reviews of drug test results.

**Positive Alcohol / Drug Test** - Any test result showing a blood alcohol content of 0.02 or greater or the presence of any drug in the test subject.

**Prescription Drugs** - Those medications (containing drugs or other controlled substances) that are prescribed to an individual by an authorized physician, carried in its original container that is labeled by a licensed pharmacist, and taken as directed.

**Random Testing** - The unannounced drug and/or alcohol testing of safety sensitive employees or volunteers who have been selected for testing by using a method uninfluenced by any personal characteristic other than job category.

**Refusal to Submit to Testing** - Failure to provide an adequate breath or urine sample without a valid and verified medical explanation, after the employee has received notice that he/she is being tested and a breath or urine sample is required, or engages in conduct that clearly obstructs the testing process.

**Reasonable Suspicion for Testing** - An articulated belief based on recorded, specific facts and reasonable inferences drawn from those facts that an employee or volunteer has the presence of drugs and/or alcohol in his/her system, or has used drugs or alcohol on County paid time.

**Safety Sensitive Position** - Any San Juan County position involving duties which directly affects the safety of San Juan County employees, volunteers or the general public. As defined in the Local Government Entity Drug-Free Workplace Policies, Section 34-41- 101(10), UCA (1953, as amended). This definition would include all positions assigned essential functions involving:

1. Emergency dispatch, firefighting, sworn law enforcement activities, and other jail services requiring daily contact with inmates including janitorial services;
2. The use of heavy and/or dangerous equipment in facility construction, maintenance, engineering, grounds and roads services;
3. Maintenance and repair of heavy equipment;
4. Electrical work;
5. Operation of a motor vehicle to transport passengers;
6. Operation of equipment requiring the driver to hold a CDL; and
7. Operation of equipment in kitchen facilities to mass produce meals.

**Sample** - Urine, blood, breath, saliva, perspiration, or hair sample gathered for the purpose of a drug or alcohol test.



**Use** - To consume, sell, purchase, manufacture, distribute, be under the influence of, report to work under the influence of, or be in possession of drugs or alcohol. The term “use” shall also include the presence of drugs or alcohol in the body of the individual being tested, including the presence of metabolite, and the use of prescription drug without a current valid prescription from a licensed physician or using a prescription drug beyond the prescribed therapeutic dosage.

C. **Drug and Alcohol Testing**: It is the policy of San Juan County that the unlawful manufacture, distribution, dispensation, possession or use of drugs and/or alcoholic beverages in the workplace is expressly prohibited. In order to achieve a drug free workplace, employees shall be required to participate in drug and alcohol testing. **This policy includes all employees who occupy and all applicants who may apply for safety sensitive positions with San Juan County.**

1. **Such testing may occur:**

- a. When an applicant is offered a position with the county;
  - i. San Juan County may require an applicant for a position with the county to undergo an alcohol and drug screen test to detect the presence of alcohol or drugs in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant who tests positive for drugs or whose test detects a Blood Alcohol Content of .04 or higher may be denied employment with the County.
- b. When there is a reasonable suspicion to believe that the employee is in an impaired state;
  - i. If a trained supervisor makes a determination that there is reasonable suspicion to believe that an employee is using, is under the influence of, or is in possession of alcohol or drugs, the employee shall be subject to drug/alcohol testing.
  - ii. Upon testing due to reasonable suspicion, the employee tested shall not engage in the operation of any county equipment or engage in any employment related duties, which the Human Resource Director deems dangerous to the employee or to others, until the results of the tests are received by the Medical Review Officer and the employee is cleared to resume normal job duties by the department head and the HR Department.
- c. Upon request from a department head that his/her entire department submit to testing (“unit sweep”).

- d. When the employee has been involved in an on-duty accident or unsafe work practice;
  - e. On a random basis;
- f.
- i. **Employees assigned to, or performing, safety sensitive duties are subject to random drug/alcohol tests.**
  - ii. By the end of the calendar year, at least 50% of employees occupying safety sensitive positions must have been tested for drugs and at least 25% of employees occupying safety sensitive positions must have been tested for alcohol.
  - iii. Selection will be made by a computer-based random number generator and other methods using the employee number.
  - iv. Selection will be unannounced and will be performed at on site or location designated by the County.
  - v. Departments heads or supervisors of the selected employees will be notified and those employees will proceed, accompanied by their supervisor, immediately to a designated facility.
  - vi. A refusal to submit to a drug and alcohol test shall be considered the same as a positive test for drugs.
  - vii. An employee determined to have tampered with, adulterated, or substituted his / her sample will also be considered to have the same as a positive test result for drugs.
2. **Confidentiality:** Medical reports, lab reports, test results, and observation / incident reports shall not be filed in an employee's official personnel file. Information of this nature will be contained in a separate confidential medical record that will be securely kept under the control of Human Resources. San Juan County will not release such medical information to anyone without the express written authorization of the tested employee unless ordered by means of proper legal procedure and appropriate legal authority, such as a court ordered subpoena or in connection with a disciplinary proceeding.
3. **If any drug / alcohol test result shows a blood alcohol content of 0.02 or greater, or a positive screen for drugs, the safety sensitive position employee shall immediately be removed from his/her duties and may be terminated upon further investigation.**

#### D. Other Provisions

1. Employees shall not use, be under the influence of (.02 blood alcohol content), or be in possession of alcoholic beverage(s) while on duty, on county premises, or while in county vehicles. County premises includes county buildings, parking lots, grounds or vehicles owned by the county or personal vehicles being used for county business.
2. Employees shall not use, be under the influence of, be in possession of, or be in such condition to test positive for drugs while on duty, on county premises, or while in county vehicles. County premises includes county buildings, parking lots, grounds or vehicles owned by the county or personal vehicles being used for county business.
3. Employees using, possessing or being at the workplace under the influence of alcohol or drugs shall be subject to investigation and disciplinary action.
4. Any employee violating this policy may be subject to immediate termination.
5. San Juan County maintains the right to assemble an investigative team and conduct unannounced searches and inspections of county owned property, work stations, equipment, desks, cabinets, vehicles, etc.
6. San Juan County maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests and the use of electronic detection equipment and trained animals.
  - a. Failure to co-operate with these detection methods or inspections is grounds for disciplinary action up to and including termination of employment.
  - b. Drug testing conducted at National Institute of Drug Abuse (NIDA) certified labs.
7. No prescription drug will be brought on county premises by a person other than the one for whom it is prescribed. Such drugs will be used only in the manner, combination, and quantity prescribed.
8. Any employee using prescription drugs that may impair their ability to perform safety sensitive essential functions must notify their supervisor, department head or Human Resources to determine if modifications or accommodations are necessary to protect other employees and the general public. This requirement does not require the employee to notify the County of the medical condition for which the prescription drug is being taken.
9. Any employee whose off-duty abuse of drugs, alcohol or illegal use of prescription drugs results in excessive absenteeism or tardiness, is the cause or

contributes a workplace accident or poor work performance may be subject to discipline, including termination.

10. Any employee who is convicted under a federal or state criminal statute regulating the manufacture, distribution, dispensing, possession or use of a controlled substance for a violation occurring in the workplace is to notify his/her department head of the conviction no later than five (5) calendar days after the conviction. Upon said notification, the department head shall immediately notify the Human Resource Director.

a. The Human Resource Director will notify the San Juan County Board of Commissioners and maintain documentation of the incident.

11. Discipline procedures for substance abuse may include probation contingent upon successful rehabilitation or immediate termination.

E. **Policy Exceptions:** The Board of County Commissioners may approve special exceptions to the provisions of policy when it is not contrary to the Federal Drug-Free Workplace Act and State law, and when justified by compelling individual and County circumstances.

**Employees may direct any questions regarding this policy to the San Juan County Human Resource Department, San Juan County Courthouse, 117 South Main, Monticello, Utah 84535**



## COMMISSION STAFF REPORT

**MEETING DATE:** November 13, 2021

**ITEM TITLE, PRESENTER:** Consideration and Adoption of the FY22 Violence and Injury Prevention Program Grant with the State of Utah, Department of Health and San Juan County, Dr. Grant Sunada, Public Health Director

**RECOMMENDATION:** Make a motion approving the grant.

### SUMMARY

This Violence and Injury Prevention Program Grant includes two parts:

1. Maternal and Child Health Block Grant (October 1, 2021 to September 30, 2022) would fund San Juan County's participation in the Utah Safe Kids Coalition and related partnership activities, including bullying prevention
2. Overdose Data to Action Grant (September 1, 2021 to August 31, 2022) would fund partnership activities related to opioid misuse and prevention, including collecting and acting on related data

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

Total Funding is \$32,435.88 in reimbursed federal funding:

1. Maternal and Child Health Block Grant: \$10,280.00 to be reimbursed
2. Utah Overdose Data to Action Grant: \$22,155.88 to be reimbursed





# UTAH DEPARTMENT OF HEALTH CONTRACT

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

2226321  
Department Log Number

222700549  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan Public Health Department - FY22 Violence and Injury Prevention Program
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

**PAYMENT ADDRESS**

San Juan County  
735 S 200 W, Ste 2  
Blanding UT, 84511

**MAILING ADDRESS**

San Juan County  
735 S 200 W, Ste 2  
Blanding UT, 84511

**Vendor ID:** 06866HL  
**Commodity Code:** 99999

**Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services (“Department”) and Contractor.**

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide support in order to maintain the violence and injury prevention program in the health district.
4. **CONTRACT PERIOD:** The service period of this contract is 10/01/2021 through 09/30/2022, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$32,435.88 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

**CONTRACTOR**

Mike Moulton  
(435) 587-3838  
mmoulton@sanjuancounty.org

**DEPARTMENT**

Disease Control and Prevention  
Health Promotion  
Vanonda Kern  
(385) 267-6528

vkern@utah.gov

## 7. SUB – RECIPIENT INFORMATION:

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Maternal and Child Health Services Block Grant to the States	Award Number:	6 BO4MC40165-01-03
Name of Federal Awarding Agency:	CDC	Federal Award Identification Number:	BO4MC40165
CFDA Title:	Maternal and Child Health Services Block Grant to the States	Federal Award Date:	7/12/2021
CFDA Number:	93.994	Funding Amount:	\$10280.00

Federal Program Name:	UTAH OVERDOSE TO ACTION	Award Number:	5 NU17CE925013-03-00
Name of Federal Awarding Agency:	BJA	Federal Award Identification Number:	NU17CE925013
CFDA Title:	Injury Prevention and Control Research and State and Community Based Programs	Federal Award Date:	7/29/2021
CFDA Number:	93.136	Funding Amount:	\$22155.88

## 8. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: SPECIAL PROVISIONS

Attachment B: MCH activities

Attachment C: Data 2 Action activities

## 9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations, or actions applicable to services provided herein.
- B. All Assurances and all responses to bids as provided by the CONTRACTOR.
- C. Utah Department of Health General Provisions and Business Associates Agreement currently in effect until 6/30/2023.

10. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

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**Contract with Utah Department of Health and San Juan County, Log # 2226321**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Kenneth Maryboy  
County Commission Chair

By: \_\_\_\_\_ Date \_\_\_\_\_  
Shari A. Watkins, C.P.A.  
Director, Office Fiscal Operations

**Special Provisions – Attachment A  
San Juan County Health Department  
Violence & Injury Prevention Program  
October 1, 2021 – September 30, 2022**

**I. FUNDING:**

- A. Total Funding is \$32,435.88 in federal funding.
1. Maternal and Child Health Block Grant; activities listed in Attachment B.
    - a) \$10,280.00 shall be reimbursed for the period of October 1, 2021 to September 30, 2022.
  2. Utah Overdose Data to Action Grant; activities listed in Attachment C.
    - a) \$22,155.88 shall be reimbursed for the period September 1, 2021 to August 31, 2022.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum amount of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
  2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
  3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the MER submitted to the DEPARTMENT.

**II. RESPONSIBILITIES OF DEPARTMENT:**

- A. DEPARTMENT agrees to provide written confirmation of receipt of reports within 10 working days.
- B. DEPARTMENT agrees to provide written or over the phone feedback on results/progress within 20 working days of receipt of report.
- C. DEPARTMENT agrees to provide training and technical assistance as requested/needed.
- D. DEPARTMENT agrees to conduct one site visit during the contract period at mutually agreed upon times with a jointly developed agenda during contract period.

**III. RESPONSIBILITIES OF SUB-RECIPIENT:**

- A. Reports on the progress report measures for each of their activities as listed in the Catalyst web-based application system or other agreed upon reporting system. Progress reports shall be submitted quarterly by the 15<sup>th</sup> of December, March, June, and September.

**IV. ADMINISTRATIVE REQUIREMENT:**

- A. The CONTACTOR shall conform to the Americans with Disabilities Act (ADA) including associated regulations and policies and Civil Rights laws, regulations and policies, which includes providing reasonable accommodations to those with disabilities and displaying required notices of rights.



**Attachment B**  
**San Juan County Health Department**  
**Violence & Injury Prevention Program**  
**October 1, 2021 – September 30, 2022**

**Maternal and Child Health Block Grant**

Grant# 6 B04MC40165-01-03 - CFDA 93.994 - LEJ-4328-MCH2-MBG21

**I. DEFINITIONS:**

- A. "Safe Kids" means a global non-profit organization working to prevent childhood injury through research, community outreach, legislative advocacy and media awareness campaigns.
- B. "ULACHES" means Utah Local Association of Community Health Education Specialists.
- C. "Catalyst" means a reporting system, where local health departments will be reporting completed activities, successes, and/or challenges.
- D. "Safe Dates" means a school-based prevention program for middle and high school students designed to stop or prevention the initiation of dating violence victimization and perpetration, including the psychological, physical, and sexual abuse that may occur between youths involved in a dating relationship.
- E. "Bystander Programs" means a evidence-based bystander intervention program.
- F. "Pax Good Behavior Game" means a universal preventive intervention used by teachers and schools to teach self-regulation, self-management, and self-control in young people.
- G. "Wyman's Teen Outreach Program" means a public health program that promotes positive youth development through a social-emotional learning curriculum, community service learning, and supportive relationships with adults.
- H. "EITC" means Earned Income Tax Credit.

**II. FUNDING:**

- A. Total Funding is \$10,280.00 for October 1, 2021 thru September 30, 2022.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
  - 1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
  - 2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
  - 3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.

- III. DEPARTMENT CONTACT:** The day to day program contact is Corryn Wermel, [cwermel@utah.gov](mailto:cwermel@utah.gov) or at 801-538-6781.

**IV. RESPONSIBILITIES OF SUB-RECIPIENT:**

The SUB-RECIPIENT shall:

- A. Participate in the Safe Kids State and/or Local Coalition:
  - 1. Attend at least four (4) coalition meetings during the contract period.

2. Expand partnerships with organizations that may contribute to the purpose of keeping kids safe through a shared risk and protective factor approach. These may include:
  - a) School district partners
  - b) Housing partners
  - c) Food security
  - d) Business/economic partners
  - e) Local Communities That Care partners
  - f) Youth council representatives
  - g) Other non-traditional and relevant partners that are working on shared risk and protective factors
3. Support Safe Kids partner activities and events.
- B. Participate in the ULACHES Injury Workgroup and the Safe Kids Utah Coalition Meetings.
- C. Document one success story related to bullying prevention efforts through a shared risk and protective factor approach in Catalyst.
- D. Develop strategies to address bullying through a shared risk and protective factor approach. The strategies must encompass one or more of the following activities and must impact another negative health outcomes. Additional approved strategies can be adapted from the [Menu of Violence and Injury Prevention Strategies from the Colorado Department of Public Health and Environment](https://docs.google.com/document/d/1bePpITN1iVJ0VTK9GR_dnCENvVGe27sshUxsr0h8I58/edit) until a similar menu can be adapted for Utah  
[https://docs.google.com/document/d/1bePpITN1iVJ0VTK9GR\\_dnCENvVGe27sshUxsr0h8I58/edit](https://docs.google.com/document/d/1bePpITN1iVJ0VTK9GR_dnCENvVGe27sshUxsr0h8I58/edit)). Strategies must be reported in Catalyst by December 15, 2021.
  1. Health Care Access
    - a) Policies and programs shown to improve access to care including behavioral health care
  2. Social Norms
    - a) Policies and programs shown to change harmful social norms such as:
      - (1) Positive parenting strategies
      - (2) Safe Dates program
      - (3) Bystander programs (Upstanding)
      - (4) Spanking prevention strategies (No Hit Zones)
    - b) Policies and programs that support implementation of evidence based curriculum in the community and schools that improve health such as:
      - (1) Pax Good Behavior Game
      - (2) Safe Dates
      - (3) Wyman's Teen Outreach Program (TOP) (Pre-approval and coordination needed with Family and Youth Outreach Program within the Bureau of Maternal and Child Health)
    - c) Policies and programs shown to improve parent/child resilience such as:
      - (1) Parents as Teachers (Coordination needed with the Office of Home Visiting)

- (2) Child Parent Centers
- 3. Economic Stability
  - a) Policies and programs shown to increase economic stability such as:
    - (1) Housing stability approaches
    - (2) Comparable worth policies
    - (3) Increases in EITC filings
- 4. Connectedness
  - a) Policies and programs shown to increase connectedness such as:
    - (1) Community events that bring residents together
    - (2) Promoting family meals
- 5. Enhance the Physical Environment
  - a) Policies and programs that enhance the physical environment to improve injury or violence outcomes such as:
    - (1) Implementing a systemic trauma informed approach
    - (2) Approaches that modify the physical and social environment to prevent crime and youth violence (increasing lighting, managing accessibility to buildings and public spaces, street cleaning, increasing security, abandoned building and vacant lot remediation, creating green space, and sponsoring community events that bring residents together.

**V. ADMINISTRATIVE REQUIREMENTS:**

- A. SUB-RECIPIENT shall include the following statement on all products produced by Maternal and Child Health Block Grant funds: “This project was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under CFDA #93.994 Maternal and Child Health Services - Title V Block Grant. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

**Attachment C**

**San Juan County Health Department**

**Violence & Injury Prevention Program**

**September 1, 2021 – August 31, 2022**

**Overdose Data to Action Grant**

Grant # 5NU17CE925013-03-00 - CFDA 93.136 - LEJ-3806-ODA22-PRV2

**I. DEFINITIONS:**

- A. "Opioid Overdose Community Crisis Response Plan" means a specific plan, addressing opioid overdose from a community level approach, in the event of a crisis, or spike in overdose data.
- B. "Opioid Overdose Community Crisis Response Teams" means a public health formed team, formed to address opioid overdose, with a community-level approach.
- C. "Catalyst" means a reporting system, where local health departments will be reporting completed activities, successes, and/or challenges.
- D. "UCO-OP Steering Committee" means the Utah Coalition for Opioid Overdose Prevention Steering Committee.
- E. "Naloxone Training" means a training that teaches individuals how to administer naloxone.
- F. "Stop the Opidemic" means a campaign focused on raising awareness surrounding opioid overdose.
- G. "Talk to Your Pharmacist Month" means a month dedicated to raising awareness surrounding pharmacist support in regards to prescriptions.
- H. "2-1-1 Substance Use Disorder Helpline" means a hotline focused on providing support surrounding mental health and substance abuse.
- I. "Chronic Pain Self-Management Programs" means a program focused on providing support for self-managing pain, in ways other than using prescription pain medications.
- J. "Naloxone for Opioid Overdose 101" means a training that teaches individuals what to look for in regards to overdose and administering naloxone.

**II. FUNDING:**

- A. Total Funding is \$22,155.88 for September 1, 2021 thru August 31, 2022.
- B. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
  - 1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
  - 2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
  - 3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report (MER) submitted to the DEPARMTENT.

III. **DEPARTMENT CONTACT:** The day to day program contact is Lauren Radcliffe, [lradcliffe@utah.gov](mailto:lradcliffe@utah.gov) or at 385-303-2303.

IV. **RESPONSIBILITIES OF SUB-RECIPIENT:**

The SUB-RECIPIENT shall:

- A. Serve as the lead agency and/or coordinator for a multi-disciplinary data focused group.
  1. Hold at least (4) meetings during the contract period.
  2. Maintain or develop partnerships with organizations that have similar purpose of prevention opioid misuse and overdose, including public safety.
  3. Provide data updates to inform potential actions from the Opioid Overdose Community Crisis Response Plan or Opioid Overdose Community Crisis Response Teams.
- B. Conduct at least one (1) additional Opioid Misuse and Prevention activity during the contract period. Inform the DEPARTMENT of selected activity in Catalyst by December 15, 2021.
- C. Participate in UCO-OP Steering Committee meetings.
- D. Provide community level events to the DEPARTMENT to post on UCO-OP calendar of events.
- E. Provide at least one (1) overdose education and naloxone training, including naloxone dissemination (if available through alternative funding sources), to populations of increased risk for overdose or responding to an overdose.
- F. Promote DEPARTMENT events, resources and materials for Stop the Opioid Epidemic, Talk to Your Pharmacist Month, 2-1-1 Substance Use Disorder Helpline, Chronic Pain Self-Management Programs, and Naloxone for Opioid Overdose 101 (<https://naloxone.utah.gov/n-training>) training to the community.
- G. Work with community pharmacies to enroll in Utah's Standing Order for Naloxone.
- H. Develop an inventory of community resources and services related to opioids and identify gaps.
- I. Perform other duties as needed and as mutually agreed upon with the DEPARTMENT.





## COMMISSION STAFF REPORT

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**MEETING DATE:** November 13, 2021

**ITEM TITLE, PRESENTER:** Consideration and Approval of the Childhood Lead Poisoning Prevention and Surveillance FY21-FY26 Contract with the State of Utah, Department of Health and San Juan County, Dr. Grant Sunada, Public Health Director

**RECOMMENDATION:** Make a motion approving the contract.

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### SUMMARY

This Childhood Lead Poisoning Prevention and Surveillance Grant would fund the sharing of educational resources on the effects of lead exposure in children, including the availability of free screening and testing.

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

Total Funding is \$7,154.00 in federal funding. This does not require a County match.



# UTAH DEPARTMENT OF HEALTH CONTRACT

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

2224406  
Department Log Number

222700398  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - Childhood Lead Poisoning Prevention and Surveillance 2021
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

**PAYMENT ADDRESS**

San Juan County  
735 S 200 W, Ste 2  
Blanding UT, 84511

**MAILING ADDRESS**

San Juan County  
735 S 200 W, Ste 2  
Blanding UT, 84511

**Vendor ID:** 06866HL  
**Commodity Code:** 99999

**Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services (“Department”) and Contractor.**

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide childhood lead poisoning prevention and surveillance.
4. **CONTRACT PERIOD:** The service period of this contract is 10/01/2021 through 09/30/2026, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$7,154.00 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

**CONTRACTOR**

Grant Sunada  
(435) 587-3838  
gsunada@sanjuancounty.org

**DEPARTMENT**

Disease Control and Prevention  
Epidemiology  
Chris Nelson  
(385) 245-3817

ChrisNelson@utah.gov

## 7. SUB – RECIPIENT INFORMATION:

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	Award Number:	1 NUE2EH001421-01-00
Name of Federal Awarding Agency:	US Department of Health and Human Services	Federal Award Identification Number:	US Department of Health and Human Services
CFDA Title:	Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	Federal Award Date:	8/6/2021
CFDA Number:	93.197	Funding Amount:	\$7154.00

## 8. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Special Provisions

## 9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations, or actions applicable to services provided herein.
- B. All Assurances and all responses to bids as provided by the CONTRACTOR.
- C. Utah Department of Health General Provisions and Business Associates Agreement currently in effect until 6/30/2023.

10. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

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**Contract with Utah Department of Health and San Juan County, Log # 2224406**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Kenneth Maryboy  
County Commission Chair

By: \_\_\_\_\_ Date \_\_\_\_\_  
Shari A. Watkins, C.P.A.  
Director, Office Fiscal Operations

Attachment A: Special Provisions  
 San Juan County - Childhood Lead Poisoning Prevention and Surveillance 2021  
 Effective Date: October 1, 2021

1. GENERAL PURPOSE:
  - 1.1 The general purpose of this agreement is to provide childhood lead poisoning prevention and surveillance.
  
2. FUNDING:
  - 2.1 Total funding is \$7,154.00.
    - 2.1.1 \$7,154.00 for the period October 1, 2021 to September 30, 2022.
  - 2.2 This is a Cost Reimbursement contract. The DEPARTMENT agrees to reimburse the SUBRECIPIENT up to the maximum amount of the contract for expenditures made by the SUBRECIPIENT directly related to the performance of this contract.
  - 2.3 The Federal funds provided under this agreement are from the Federal Program and award as recorded on the Contract Pages.
  - 2.4 Pass-through Agency: Utah Department of Health.
  - 2.5 Number assigned by the Pass-through Agency: State Contract Number, as recorded on the Contract Pages this Contract.
  
3. INVOICING:
  - 3.1 In addition to the General Provisions of the contract the SUBRECIPIENT must include one column for each funding source in the Monthly Expenditure Report.
    - 3.1.1 Environmental Lead
  - 3.2 In addition to the General Provisions of the contract the SUBRECIPIENT must submit the June invoice no later than July 15.
  
4. RESPONSIBILITIES OF SUBRECIPIENT:
 

The SUBRECIPIENT must:

  - 4.1 Notify the DEPARTMENT when elevated blood levels are identified in the SUBRECIPIENT's jurisdiction as described in Utah Administrative Code, Rule R392-703. Injury Reporting Rule.
  - 4.2 Complete the Child Lead Risk Survey and contact the parent or guardian when elevated child blood lead levels are identified.
    - 4.2.1 Assess take home lead exposure of adult living within the household including pregnant or lactating women.
  - 4.3 Provide educational resources on the effects of lead exposure in children, the availability of free screening and testing.
  - 4.4 Request an environmental investigation from the Utah Department of Environmental Quality when a child's blood lead level on two or more consecutive tests fall within the range of 15.0 to 19.9 µg/dL, or when a single test shows a blood lead level at 20.0 µg/dL or higher.
  - 4.5 Submit a report to the DEPARTMENT no later than October 30 of each year using the DEPARTMENT's template.
  
5. DISPUTE RESOLUTION:
  - 5.1 If any dispute arises between the parties during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.

- 5.2 Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).
- 5.3 If a resolution cannot be reached, DEPARTMENT may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- 5.4 The provisions in Section B. and C. are not mandatory.
- 5.5 If a dispute is not resolved within 30 days of DEPARTMENT decision, DEPARTMENT's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10-2(3).
- 5.6 These provisions do not preclude or affect the provisions, rights, limitations, or timelines for appealing DEPARTMENT actions that are provided or required by Utah Code §§ 26-23-2, 26-1-4.1 or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4).
- 5.7 In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this Contract with applicable law or rules, the provisions of the applicable law or rules must control.





## COMMISSION STAFF REPORT

**MEETING DATE:** November 13, 2021

**ITEM TITLE, PRESENTER:** Consideration and Approval Public Health Crisis Response Workforce Supplemental Grant Contract for FY21-FY23 with the State of Utah, Department of Health and San Juan County, Dr. Grant Sunada, Public Health Director

**RECOMMENDATION:** Make a motion approving the contract.

### SUMMARY

This Public Health Crisis Response Workforce Supplemental Grant (09/01/2021 through 06/30/2023) is available to build capacity to address local public health needs deriving from COVID-19.

This can include but not be limited to overtime costs related to responding to COVID-19 and recruiting, hiring, and training personnel. These positions can include senior leadership, entry-level, interns, etc. and fulfill roles such as epidemiologist, evaluator, clinical staff, mental or behavioral health specialists, grant managers, human resources. Location can include the public health department, schools, non-profit private or community-based organizations, especially in medically underserved areas.

Allowable activities can include but are not limited to strategic response to social vulnerability, cross-training for communicable disease and future pandemic response, forming partnerships with academic institutions, emergency preparedness, strategic planning to understand and bridge strengths and gaps, developing and equipping response-ready teams.

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

Total Funding is \$159,977 in federal funding. This does not require a County match.



# UTAH DEPARTMENT OF HEALTH CONTRACT

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

2229214  
Department Log Number

222700714  
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Public Health Crisis Response Workforce Supplemental SFY 2022 – San Juan County
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

**PAYMENT ADDRESS**  
 San Juan County  
 735 S 200 W, Ste 2  
 Blanding UT, 84511

**MAILING ADDRESS**  
 San Juan County  
 735 S 200 W, Ste 2  
 Blanding UT, 84511

**Vendor ID:** 06866HL  
**Commodity Code:** 99999

**Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services (“Department”) and Contractor.**

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs, including hiring personnel to build capacity to address STLT public health priorities deriving from COVID-19, which supports Department efforts to enhance Utah’s public health workforce through the CDC Crisis COVID-19 Public Health Workforce Supplemental located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.
4. **CONTRACT PERIOD:** The service period of this contract is 09/01/2021 through 06/30/2023, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$159,977.00 in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

**CONTRACTOR**

**DEPARTMENT**

Grant Sunada  
(435) 587-3838  
gsunada@sanjuancounty.org

Family Health and Preparedness  
Preparedness Grants  
Kevin McCulley  
(801) 273-6669  
kmcculley@utah.gov

7. SUB – RECIPIENT INFORMATION:

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Centers for Disease Control and Prevention	Award Number:	6 NU90TP922163-01-01
Name of Federal Awarding Agency:	Department of Health and Human Services	Federal Award Identification Number:	NU90TP922163
CFDA Title:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	Federal Award Date:	5/19/2021
CFDA Number:	93.354	Funding Amount:	\$159977

8. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Special Provisions

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations, or actions applicable to services provided herein.
- B. All Assurances and all responses to bids as provided by the CONTRACTOR.
- C. Utah Department of Health General Provisions and Business Associates Agreement currently in effect until 6/30/2023.

10. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

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**Contract with Utah Department of Health and San Juan County, Log # 2229214**

IN WITNESS WHEREOF, the parties enter into this agreement.

**CONTRACTOR**

**STATE**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Kenneth Maryboy  
County Commission Chair

By: \_\_\_\_\_ Date \_\_\_\_\_  
Shari A. Watkins, C.P.A.  
Director, Office Fiscal Operations

ATTACHMENT A - SPECIAL PROVISIONS  
 CDC Crisis Response Cooperative Agreement:  
 COVID-19 Public Health Workforce Supplemental Funding

- I. Definitions
- A. "CDC" means the Centers for Disease Control and Prevention.
  - B. "CWF" means Crisis Workforce Supplemental Funding Cooperative Agreement.
  - C. "DEI" means diversity, equity, and inclusion.
  - D. "Department" means the Utah Department of Health, Bureau of Emergency Medical Services and Preparedness.
  - E. "FTE" Full Time equivalent.
  - F. "General Provisions" means the agreement between the parties titled "General Provisions and Business Associate Agreement" effective July 1, 2019 through June 30, 2024.
  - G. "STLT" means State, Tribal, Local, and Territorial (STLT) governments.
  - H. "Subrecipient" means Local Healthcare Department.
- II. Purpose
- A. The purpose of this agreement is to recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs, including hiring personnel to build capacity to address STLT public health priorities deriving from COVID-19, which supports Department efforts to enhance Utah's public health workforce through the CDC Crisis COVID-19 Public Health Workforce Supplemental located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.
- III. Department Contact Information
- A. Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:
 

For programmatic technical assistance, contact:  
 Jenny Starley, Program Manager  
 Bureau of Emergency Medical Services and Preparedness  
 (385) 258-0543  
[jstarley@utah.gov](mailto:jstarley@utah.gov)

For financial or budget assistance, contact:  
 Jerry Edwards, Financial Manager  
 Office of Fiscal Operations, Utah Department of Health  
 (801) 538-6647
- IV. Payments
- A. Subrecipient shall submit a final Monthly Expenditure Report, as required by the General Provisions, and for the final funding transfer (no later than July 5, 2023).
  - B. Department agrees to reimburse Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the program, as defined in the General Provisions.
- V. COVID-19 Funding
- A. This funding is approved for COVID-19 Public Health Workforce activities, as described in the supplemental funding guidance, located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.
- VI. Budget and Reporting

- A. Subrecipient may begin spending funds on reimbursable personnel costs as described in Subrecipient's submitted budget upon full execution of this contract. (See Section IX.A.1-4 for examples of such costs.) Non-personnel cost categories (See Section IX.A.5-6 for examples of such costs) require budget review and approval by Department (via email) prior to Subrecipient expenditure.
- B. Subrecipient shall submit to Department bi-annual progress and fiscal reports by:
  - 1. January 7, 2022 (for activity period July 1, 2021 - December 31, 2021);
  - 2. July 7, 2022 (for activity period January 1, 2022 - June 30, 2022);
  - 3. January 7, 2023 (activity period July 1, 2022 - December 31, 2022); and
  - 4. July 7, 2023 (activity period January 1, 2023 - June 30, 2023).
- C. Progress Reporting Requirements:
  - 1. Subrecipient shall provide progress reports to Department regarding hiring goals and DEI metrics by using the Hiring Diversity Goals template located within the Crisis Workforce Development template, tab 9.
- D. Fiscal Reporting Requirements:
  - 1. Subrecipient shall provide fiscal reports to Department on the status update of fiscal commitments made by using the Spend Plan template located within the Crisis Workforce Development template, tab 11 .
- E. Closeout Reporting Requirements, due September 14, 2023:
  - 1. Subrecipient shall submit a closeout report, using a template provided by Department, and will include:
    - a) Final performance progress and evaluation;
    - b) Fiscal report;
    - c) Equipment and supplies tangible personal property report; and
    - d) Final report on DEI metrics.
- F. Subrecipient shall submit additional information to Department upon request to support state and federal reporting requirements.
- G. Subrecipient shall update the Department with any changes to programmatic, and financial points of contact as they occur.

## VII. Department Responsibilities

- A. Department agrees to distribute additional closeout report templates via email no later than thirty (30) days prior to the due date.
- B. Department agrees to provide technical assistance upon request by Subrecipient.

## VIII. Coronavirus Disease 2019 (COVID-19) Funds

- A. Department, as a recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees, as applicable to the award, to:
  - 1. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19;
  - 2. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
  - 3. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.



- B. Department and Subrecipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS–CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: [www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf](http://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf).
- C. Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the Department and Subrecipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
- D. This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, Department is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

#### IX. Allowable Costs

- A. This list is not exhaustive; CDC encourages individual jurisdictional and local needs to be met, as applicable.
  - 1. Overtime costs are a very likely and reasonable expense during the response to COVID-19, subrecipient may include projected overtime in their budgets.
    - a) Subrecipient should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.
  - 2. Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but is not limited to:
    - a) Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period)
    - b) Temporary or term-limited staff
    - c) Fellows
    - d) Interns
    - e) Contractors or contracted employee
  - 3. The costs, including wages and benefits, related to recruiting, hiring, and training of individuals to serve as:
    - a) Professional or clinical staff, including public health physicians and nurses (other than school-based staff); mental or behavioral health specialists to support workforce and community resilience; social service specialists; vaccinators; or laboratory scientists or technicians;
    - b) Disease investigation staff, including epidemiologists; case investigators; contact tracers; or disease intervention specialists;
    - c) School nurses and school-based health services personnel, including hiring school-based nurses, converting current nurses from part-time to full-time work, increasing hours, increasing nursing salaries or otherwise supporting retention efforts;
    - d) Program staff, including program managers; communications and policy staff; logisticians; planning and exercise specialists; program evaluators; pandemic preparedness and response coordinators to support the current pandemic response and identify lessons learned to help prepare for possible future disease outbreaks; health equity officers or teams; data managers, including informaticians, data scientists, or data entry

- personnel; translation services; trainers or health educators; or other community health workers;
- e) Administrative staff, including human resources personnel; fiscal or grant managers; clerical staff; staff to track and report on hiring under this cooperative agreement; or others needed to ensure rapid hiring and procurement of goods and services and other administrative services associated with successfully managing multiple federal funding streams for the COVID-19 response; and
  - f) Any other positions as required to prevent, prepare for, and respond to COVID-19.
4. These individuals may be employed by:
    - a) STLT public health governments or their fiscal agents;
    - b) Schools, school boards, school districts, or appropriate entities for providing school-based health care;
    - c) Nonprofit private or public organizations or community-based organizations with demonstrated expertise in implementing public health programs and established relationships with STLT public health departments, particularly in medically underserved areas; or
    - d) Employment agencies, contracted vendors, or other temporary staffing agencies.
  5. Purchase of equipment and supplies necessary to support the expanded workforce including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with support of the expanded workforce (to the extent these are not included in recipient indirect costs).
  6. Administrative support services necessary to implement activities funded under this section, including travel and training (to the extent these are not included in recipient indirect costs).

#### X. Allowable Activities

- A. This list is not exhaustive; CDC encourages individual jurisdictional and local needs to be met, as applicable, and to use a variety of mechanisms to expand the public health workforce, including, but not limited to:
  1. Using CDC's Social Vulnerability Index (located at <https://www.atsdr.cdc.gov/placeandhealth/svi/index.html>) data and tools to inform jurisdiction COVID-19 planning, response, and hiring strategies.
  2. Contracting services: Using the General Services Administration (GSA) COVID-19 Related Support Services (CRSS) contract mechanism available at Acquisition Gateway to obtain contract staff or services.
  3. Cross-training: Cross-train staff hired to work on COVID-19 response for other communicable disease response and future pandemic response activities.
  4. Forming partnerships: Form partnerships with academic institutions, creating student internship or fellowship opportunities, and building graduation-to-workforce pipelines.
  5. Planning: Continuity of operations (plans, protocols, and systems-based) related to emergency preparedness is within scope. If that is something that recipients think is important to do for COVID-19 and beyond.
  6. Strategic Planning: LHD strategic planning, if there is an identified gap in your plans, with how the local health department is organized, or need assistance identifying those gaps, that is certainly something CDC would support. This could mean hiring a consultant or purchasing a decision-support tool to help you review your strategic vision for the future.

7. Strike Force Teams: developing, training, and equipping response-ready “strike force” teams capable of deploying rapidly to meet emergent needs, including through the Emergency Management Assistance Compact.
8. Training: Focus on COVID-19 and preparedness activities, cross-training of COVID-19 staff for other communicable disease response activities, clinical staff activities.

XI. Unallowable Costs

- A. Research.
- B. Clinical care
- C. Publicity and propaganda (lobbying):
  1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    - a) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    - b) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
  2. See Additional Requirement 12 for detailed guidance on this prohibition an additional guidance on lobbying: [https://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)

XII. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS)

- A. Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services  
 Shirley K Byrd, Grants Management Officer  
 Centers for Disease Control and Prevention  
 Branch IV, Team II  
 2935 Flowers Road  
 Atlanta, GA  
 Email: [skbyrd@cdc.gov](mailto:skbyrd@cdc.gov) (Include “Mandatory Grant Disclosures” in subject line)

AND

U.S. Department of Health and Human Services  
 Office of the Inspector General  
 ATTN: Mandatory Grant Disclosures, Intake Coordinator  
 330 Independence Avenue, SW  
 Cohen Building, Room 5527  
 Washington, DC 20201  
 Fax: (202)-205-0604 (Include “Mandatory Grant Disclosures” in subject line) or

Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)



## COMMISSION STAFF REPORT

**MEETING DATE:** November 16, 2021

**ITEM TITLE, PRESENTER:** Consideration and Approval of the Interlocal Agreement for the Westwater Infrastructure Design with the Navajo Tribal Utility Authority for the Westwater Design. Mack McDonald, Chief Administrative Officer

**RECOMMENDATION:** Make a motion approving and authorizing signature of the Agreement.

### SUMMARY

San Juan County applied for the design funding with the Utah Division of Drinking Water and they have committed to providing funding for the initial stages of the design for the Westwater infrastructure system. The County will act as a pass-through agent of funds to the Navajo Tribal Utility Authority for this project. San Juan County has also applied for the entire design funds for the Westwater infrastructure which will then be passed through to the Navajo Tribal Utility Authority.

### HISTORY/PAST ACTION

On October 19, 2021, the Board of Commissioner approved the \$40,000 Principal Forgiveness Agreement for the Westwater Infrastructure Design with the State of Utah Division of Drinking Water for the Navajo Tribal Utility Authority

In October, San Juan County submitted a letter to the State of Utah Division of Drinking Water notifying the State of San Juan County's commitment to assist with the project and act as the fiscal agent for these funds.

### FISCAL IMPACT

N/A

## INTERLOCAL AGREEMENT

### AN AGREEMENT BETWEEN SAN JUAN COUNTY AND THE NAVAJO TRIBAL UTILITY AUTHORITY

#### ARTICLE I: RECITALS

- 1.1 San Juan County, Utah (“County”) and the Navajo Tribal Utility Authority (“NTUA”)(collectively “the Parties”), as authorized by Utah Code Annotated § 11-13-202, hereby enter into this Interlocal Agreement (“ILA” or the “Agreement”) to clarify the provision of the County as a Fiscal Agent for the Westwater infrastructure project taking place in the Westwater Community in San Juan County.
- 1.2 This ILA describes the responsibilities of the Parties with regard to the following services and functions:
- County application for the preliminary design;
  - The Parties efforts to solicit design and project management Vendor services;
  - Vendor Contracts
  - Progress payments; and
  - Project Responsibility and Oversight
- 1.3 This ILA also memorializes the County’s commitment to assist in the Westwater sanitation facility development project with the completion of a Preliminary Engineering Report and related engineering services.

#### ARTICLE II: TERMS

- 2.1 **County Application for Preliminary Design Funding.** San Juan County has applied for project funding with the State of Utah, Department of Environmental Quality, Division of Drinking Water for \$40,000 in engineering funding. San Juan County will enter into Principal Forgiveness Agreement with the Division of Drinking Water to obtain the design funding. Future applications, MOU’s, Agreements may be needed in order to complete the design if necessary.
- 2.2 **Solicitation of Design and Consulting Services.** The Parties have agreed that they will follow the State of Utah and Navajo Nation Procurement Policies for Public Works projects Procurement Codes (See U.C.A. § 11-39-107, U.C.A. § 63G-6A-15, and 12 N.N.C. §301 – 371) to solicit for these services using an open and transparent process to solicit vendors who will be responsive and can perform these services for and in behalf of the Parties.
- 2.3 **Vendor Contracts.** The NTUA shall contract with the vendors awarded the project so that approved project payments can be made and funds may be withdrawn in a timely fashion for design and consultation progress. Upon request by the County, NTUA will make available contract documents within 10 business days.



- 2.4 **Progress Payments.** The County shall reimburse NTUA for payments made to its vendors for work necessary to complete the scope of work for this project within 30 days after receipt of invoices from the NTUA. Invoices shall be supported by copies of vendor invoices and a description of work completed. The NTUA shall disclose its tax identification number before a check or payment will be made by County to the NTUA. The NTUA is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by the County to the NTUA. The NTUA 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.
- 2.5 **Project Responsibility and oversight.** Both Parties shall maintain oversight of the work efforts in design and consultants. This mutual oversight will speed up permitting processes as well as maintain open lines of communication in addressing any needs, concerns and resources throughout the entire project.
- 2.8 **Land Use and Building Development Services.**
- 2.8.1 County Administration of Building Permits; The County will receive and process building permit applications for the project and will perform plan check reviews in a timely manner for the designed infrastructure. Infrastructure development may commence according to its terms and conditions, if any, subject to building permit issuance and compliance with applicable construction codes.
- 2.8.2 Fees. All building permit fees for construction and inspections within Westwater shall be waived by the County and valued as an in-kind contribution to the project.
- 2.8.3 Zoning and Permitting Contact Persons. The point of contact for all zoning and permitting matters under this Agreement shall be as specified below, unless modified by any of the parties upon written notice to the other:
- County:  
 Scott Burton  
 Email: [sburton@sanjuancounty.org](mailto:sburton@sanjuancounty.org)  
 Telephone: 435-587-3223
- 2.8.8 The parties agree to periodically confer as needed to assure that all review processes are coordinated.
- 2.10 **Indemnification of the Parties.** The Parties, as indemnitor, each agree to indemnify the other and hold the other party harmless from all third-party fines, suits, claims, demands, or actions, including reasonable legal fees, occurring as a result of any act or omission of a party, its agents, employees, contractors, or elected officials under this IGA, or from any claim or loss by accident or damage to any person or property as a result thereof.

- 2.11 **Remedy for Default.** In the event of default of performance of any provision herein, the defaulting party agrees to pay all costs of enforcing this ILA or any right arising out of the breach thereof, including reasonable attorney's fees.
- 2.12 **No Assignment.** No part of the ILA or any of the rights or obligations contained herein shall be assigned to any other entity or individual without the written consent of both Parties.
- 2.13 **Prior Agreements.** This ILA supersedes any and all prior ILAs and agreements entered into between the Parties, whether verbal or written, relating to the provision of services contemplated in this agreement.
- 2.14 **Severability; No Third-Party Beneficiaries; No Inter-local Entity Created.** Any provision of this ILA found to be ineffective, prohibitive, or otherwise illegal by a court of competent jurisdiction shall be severed and invalidated without invalidating or otherwise affecting the remaining provisions of this ILA. There is no third-party beneficiaries authorized to enforce or otherwise claim any rights to the obligations of the parties specified in this ILA. This Agreement does not create an interlocal entity, as defined by law.
- 2.15 **Term.** This ILA is effective for a period of five (5) years unless modified in writing by mutual agreement of the Parties.
- 2.16 **Termination.** Either Party may terminate this ILA upon not less than ninety (90) days of providing formal notice in writing to the other Party. Notice shall be made to the following:

San Juan County Administrator  
 PO Box 9  
 Monticello, UT 84535

Navajo Tribal Utilities Authority  
 PO Box 170  
 Fort Defiance, AZ 86504

ARTICLE III-ACCEPTANCE AND APPROVAL

IN WITNESS WHEREOF, the parties hereto have executed the ILA as of the dates given below:

**SAN JUAN COUNTY**

Approved by action of the San Juan County, Utah Board of Commissioners at a duly noticed open meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Willie Grayeyes  
Chairman, Board of Commissioners

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

County Attorney Approval:

Approved as to form and found to be within the powers and authority of the San Juan County Board of Commissioners under the laws of the State of Utah:

\_\_\_\_\_  
San Juan County Attorney

\_\_\_\_\_  
Date

**NAVAJO TRIBAL UTILITY AUTHORITY**

\_\_\_\_\_  
Walter W. Haase, P.E  
General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Date



## COMMISSION STAFF REPORT

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**MEETING DATE:** November 16, 2021

**ITEM TITLE, PRESENTER:** Consideration and Approval of the Vendor Contract with Moab Heat N Cool, LLC and San Juan County for HVAC upgrades in the Administration Building, Mack McDonald, Chief Administrative Officer

**RECOMMENDATION:** Make a Motion to Approve the Contract

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### SUMMARY

In part of the Allocation of CARES Act Funds, the Commission allocated a portion of the funds to go to HVAC upgrades to the South End and the Information Technology areas within the County Administration Building.

Maintenance Staff have reached out to multiple vendors this past year for quotes to make these improvements. Moab Heat N Cool has been the most responsive company to provide us quotes for this work.

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

\$50,616.12 of CARES Act Funds

**STANDARD SERVICE PROVIDER CONTRACT**

Item 11.

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:	Moab Heat N Cool, LLC	Contact Phone Number:	(435) 259-1519
Contact Person:		Contact Email Address:	infomoabhc@gmail.com
Address:	1540 Spanish Valley Dr. Moab, UT 84532	Type of Service:	HVAC Repairs and Installation in the Administration Building

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

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:
  - A. Service Provider shall provide full services required for the installation of a 3 new HVAC units in the back half of the Administration buildings as represented in Exhibit A of this Agreement.
  - B. Make the needed repairs to the HVAC system that supplies heating and cooling to the Information Technology Systems as represented in Exhibit B of this Agreement.
  
- 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 \$50,616.12 using CARES Act Funding to improve air circulation in specific areas.
  - B. San Juan County shall mail its payment upfront to the Service Provider in which the Service Provider will honor the bids in total to complete its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
  - C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to 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.
  
- 3. Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature). This contract will terminate on November 30, 2022 at 11:59 p.m or upon completion of the project.
  
- 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 notice is effective under section 8, if:
    - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and

(2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, 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, 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;

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.

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 insurances 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 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: 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	Moab Heat N Cool, LLC 1540 Spanish Valley Dr. Moab, UT 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 extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
  - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

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

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

Item 11.

<p>SAN JUAN COUNTY</p> <p>By: _____</p> <p>San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ John David Nielson San Juan County Clerk/Auditor Date: _____</p>	<p>MOAB HEAT N COOL, LLC</p> <p>By: _____</p>
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EXHIBIT A

Item 11.

Quote for South End



**Moab Heat N Cool, LLC**

1540 Spanish Valley Dr.  
Moab, UT 84532

Item 11.

Date	Bid #
10/9/2021	19929

Name / Address
San Juan County PO Box 9 Monticello, Utah 84535

Project
Court house-3 back offices

Description
<p>Moab Heat -N- Cool, LLC agrees to furnish and install:</p> <ul style="list-style-type: none"> <li>- 3- 48FCEA04A2A5-0B0A0 3-TON 208/3 -RTU (Roof Top Unit)</li> <li>- 3-CARRIER RTU W/ECONOMIZER</li> <li>- 3- CRLPELEV001A00 HIGH ALTITUDE</li> <li>- 3- Flat curbs for RTU</li> <li>- 3- Install commercial programmable thermostat and all associated controls and wiring.</li> <li>- 3- systems- Exposed spiral round duct work with registers cut directly into the side of the duct. The supply and return air drops will be cut through the existing roof.</li> <li>- Gas piping ran to each RTU.</li> <li>- Supply and return air grills</li> <li>- Install Labor</li> </ul> <p>Exclusions:</p> <ul style="list-style-type: none"> <li>- Line voltage electrical.</li> </ul>

<p>Total Payment due upon completion. Monthly draws will be turned in based on percentage of work completed. Bid price is valid for 15 days from the date above. These prices are based on a cash sale. Any credit card charges will be assessed a 3% finance charge.</p>	<p><b>Total</b> \$40,110.89</p>
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EXHIBIT B

Quote for Information Systems Area



**Moab Heat N Cool, LLC**

1540 Spanish Valley Dr.  
Moab, UT 84532

Item 11.  
**BTU**

Date	Bid #
10/9/2021	19928

Name / Address
CourtHouse-Svr 297 South Main Street Monticello, UT 84535 US

Project
CourtHouse-Svr (2040610)

Description	Options	Total
<p>Moab Heat -N- Cool, LLC agrees to furnish and install:</p> <ul style="list-style-type: none"> <li>- 1- 40MAQB09 Carrier Ductless 3/4 ton heat pump system.</li> <li>- 2- 40MAQB12 Carrier Ductless 1 ton heat pump system. (Larger office and back server area)</li> <li>- 2- 38MAHBQ12 Carrier Ductless heat pump system. (25 SEER).</li> <li>- 1- 38MAHBQ09 Carrier Ductless heat pump system. (25 SEER).</li> <li>- 3- Heat pump stands 18"</li> <li>- Refrigeration: nitrogen pressure test, then evacuate the system. Properly charge the system.</li> <li>- Wire ran to connect the indoor and outdoor units.</li> <li>- Connect to the existing power.</li> </ul> <p>Exclusions:</p> <ul style="list-style-type: none"> <li>- Line voltage electrical.</li> </ul>		
<p>Total Payment due upon completion. Monthly draws will be turned in based on percentage of work completed. Bid price is valid for 15 days from the date above. These prices are based on a cash sale. Any credit card charges will be assessed a 3% finance charge.</p>	<b>Total</b>	\$10,505.23