



BOARD OF COMMISSIONERS MEETING

Electronic and In-Person Meeting
June 15, 2021 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

AGENDA APPROVAL

EMERGENCY ITEMS

1. CONSIDERATION AND APPROVAL OF AN EMERGENCY EXECUTIVE ORDER, ORDER TO EVACUATE AND RESOLUTION DECLARING A STATE OF EMERGENCY DUE TO THE PACK CREEK FIRE
2. Thank You Letter

PUBLIC COMMENT

Public comments will be accepted through the following Zoom link <https://us02web.zoom.us/j/3125521102> and Dial By Phone using 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.

3. Approval of the May 18, 2021 Work Meeting Minutes, June 1, 2021 Work Meeting Minutes, June 1 2021 Commission Meeting Minutes, and June 10, 2021 Commission Meeting Minutes
4. Approval of Check Registers for May 25, 2021 through June 1, 2021

- [5.](#) Consideration and Approval of the Home and Community Based Alternatives Contract Between San Juan County and Zions Way for State FY 2022 Renewal
- [6.](#) Consideration and Approval of the Caregiver Respite Care Contract Between San Juan County and Zions Way for the State FY2022 Renewal
- [7.](#) Consideration and Approval of the Annual Aging Home Programs Translation Services Contract Between San Juan County and Edward Tapaha for the State FY2022 Renewal
- [8.](#) Consideration and Approval of the Annual Contract Between San Juan County and Comfort At Home Care for Alternatives Contract for Home Health Services for the State FY2022 Renewal
- [9.](#) Consideration and Approval a Contract Between San Juan County and Comfort At Home Care for Caregiver Respite Care for the State FY2022 Renewal
- [10.](#) Consideration and Approval of the Home Health Services Contract Between San Juan County and Homewatch Caregivers for the State FY2022 Renewal
- [11.](#) Consideration and Approval of the Contract Between San Juan County and Homewatch Caregivers for Caregiver Respite Care for the State FY2022 Renewal
- [12.](#) Consideration and Approval of the Health Alternatives Contract Between San Juan County and Rocky Mountain Home Health for the State FY2022 Renewal
- [13.](#) Consideration and Approval of a Contract Between San Juan County and Rocky Mountain Home Health for Caregiver Respite Care for the State FY2022 Renewal
- [14.](#) Consideration and Approval of a Contract Between San Juan County and Rocky Mountain Home Health for RN-Care Plan Services for the State FY2022 Renewal
- [15.](#) Consideration and Approval of the San Juan County Aging Services Contract for Senior Legal Services with the Utah Legal Services Inc. for the State FY2022 Renewal
- [16.](#) Ratification of the \$4,500 Sole Source Contract with Natalie Randall and San Juan County for Economic Development/Visitor Services Grant and Transition Consulting Services, Mack McDonald, Chief Administrative Officer

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

17. US Forest Service Fire Season Update/Discussion
- [18.](#) San Juan County Economic Development/Visitor Services Application Update and Request for Support for Two Co-Op Funding Opportunities. Mack McDonald, Chief Administrative Officer

BUSINESS/ACTION

- [19.](#) 2021 San Juan County Fire Restrictions, Effective June 9, 2021 and Pack Creek Fire Update. Tammy Gallegos, San Juan County Emergency Manager

- [20.](#) Consideration and Approval of the Agreement between San Juan County and Lithified Technologies to Chip Seal Two (2) County Roads (CR2481 - County Landfill and CRI 10 - Dude Ranch) for \$82,000, Todd Adair, Road Superintendent
- [21.](#) Consideration and Approval of the LeGrand Johnson Contract for the Cal Black Airport Runway Rehabilitation Project, Mack McDonald, Chief Administrative Officer
- [22.](#) Consideration and Approval of the Cal Black 2021 Cooperative Agency Agreement Between San Juan County and the Aeronautical Operations Division of the State of Utah, Utah Department of Transportation for the Coronavirus Response and Relief Supplemental Appropriations Act Grant Award of \$9,000, Mack McDonald, Chief Administrative Officer
- [23.](#) Consideration and Approval of the *2022 - 2025 - General Grant - Targeted Case Management (TCM) - San Juan* contract between the Utah Department of Health and San Juan County, Presented by Mike Moulton, Interim Health Officer
- [24.](#) Consideration and Approval of the *COVID-19 San Juan County HD – PPPHEA Expansion 2021* contract between the Utah Department of Health and San Juan County Health Department, Presented by Mike Moulton, Interim Health Officer
25. Approval to Allow Peters & Scofield to Resolve the Elk Operating Services Valuation Appeal Consistent with the Revised Valuation, John David Nielson, Clerk/Auditor
- [26.](#) Consideration and Approval of the 2021 Tax Rate for San Juan County, John David Nielson, Clerk/Auditor
- [27.](#) Consideration and Approval of the San Juan Estates Phase 5 Amendment No. 2, Scott Burton, Planning and Zoning Administrator
- [28.](#) Consideration and Approval of the Thomas Subdivision Phase 1, Scott Burton, Planning and Zoning Administrator
- [29.](#) Consideration and Approval of the Legacy Fields Phase III, Scott Burton, Planning and Zoning Administrator
- [30.](#) Consideration and Approval of the Entrada Subdivision (Phase 2) Amendment No. 1 Lot 11, Scott Burton, Planning and Zoning Administrator

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**

AN EMERGENCY EXECUTIVE ORDER, ORDER TO EVACUATE AND RESOLUTION DECLARING A STATE OF EMERGENCY DUE TO THE PACK CREEK FIRE

WHEREAS, San Juan County has been experiencing record drought conditions in the Manti-La Sal National Forest within San Juan County, a situation of drought that is proclaimed to be the worst it has been in 90 years due to the combination of heat and extremely dry fuels; and

WHEREAS, San Juan County and the State of Utah continue to experience record breaking temperatures without any rain or direct rainfall anticipated in the near-term weather forecasts; and

WHEREAS, On March 17, 2021, the State of Utah issued an Executive Order declaring a State of Emergency due to drought conditions throughout the State; and

WHEREAS, On June 10, 2021, the State of Utah issued a Fire Restriction Order due to current and forecasted weather conditions coupled with the record dry vegetation conditions and extreme fire danger throughout Utah; and declaration of Emergency, due to the record heat and drought conditions that continue to get worse; and

WHEREAS, On June 9, 2021 due to a camper's negligence, an unattended campfire started the Pack Creek fire; and

WHEREAS, As of June 14, the Pack Creek Fire has consumed more than 8,243 acres, consumed 4 structures, 6 out-buildings and 4 structures heavily damaged and the fire continues to rage on with only 6% being contained; and

WHEREAS, due to the current and future financial and environmental impact of this fire, Federal and State monies are requested to help with this Emergency.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of San Juan County Commissioners publicly declare a state of emergency and hereby request:

1. The State and Federal government recognize this Emergency. San Juan County also requests the State and Federal Government to aid, assist, and provide relief available from their resources.

This Order is effective immediately and shall remain in effect for 30 days unless the Board of San Juan County Commission extends the State of Emergency.

PASSED, ADOPTED, AND APPROVED by the Board of San Juan County Commissioners this 15th day of June, 2021, by the following vote:

Those voting aye:
Those voting nay:
Those absent or abstaining:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

Willie Grayeyes, Chair

ATTEST:

John David Nielson, Clerk/Auditor

####

PROCLAMATION OF ORDER TO EVACUATE

A recent fire has affected the Pack Creek and Geyser Pass areas of the Manti-La Sal National Forest in San Juan County, State of Utah.

The State of Utah, and San Juan County have declared a State of Emergency due to recent drought conditions, which contribute greatly to the possibility of this fire to continue to increase in size and will continue to become catastrophic. In collaborating with State and Federal Officials in accessing the health, safety and welfare of the citizens and visitors of San Juan County, the elected Sheriff makes the following Proclamation:

The San Juan County Sheriff, Jason Torgerson, under the authority of Utah Code Annotated 17-22-2 hereby orders the evacuation of all private property in and around the area east of Geyser Pass on La Sal Mountains, from Blue Lake down through Dark Canyon Area. We have been notified that the Pack Creek Fire has breached the Geyser Pass Road and therefore, for the safety of all citizens, we ask that you evacuate at this time while it is safe to do so. Failure to evacuate at this time is at your own risk and your safety cannot be guaranteed.

It is hereby proclaimed that this is necessary and expedient for the health, safety and welfare and good order to protect the public peace, preserve lives and property, and economic stability.

NOW THEREFORE, the residents and visitors of the aforementioned area of San Juan County, Utah are ORDERED to evacuate the area.

Dated this 15th day of June 2021.

Sheriff Jason Torgerson
San Juan County Sheriff



SAN JUAN COUNTY COMMISSION

Item 2.

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

June 15, 2021

On behalf of San Juan County, we as the Board of San Juan County Commissioners extend our deepest appreciation and thankfulness to our emergency responders. From the many regional volunteer firefighters led by our County Fire Chief, including our firefighters from our cities, towns and areas throughout the County, but also those from surrounding Counties. All the way to Green River, Moab Valley Fire, and as far and wide as Thompson, Utah. Thank you for helping protect our citizens structures and valuable assets and placing yourselves in harm's way to protect those structures we value in the Pack Creek area.

We extend that appreciation to our Sheriff's Department and Grand County's Sheriff Department to responding to protect our citizens, for the evacuation, countless escorts of citizens back to their homes to get much needed medication or personal items, and for being there to respond to any need requested.

To our State Fire with the Division of Natural Resources who have fielded much needed questions and answers as well as coordination. To our Bureau of Land Management Team and all their first responders who live near and far. To our Forest Service team who have had the initial responsibility and lead in this fire activity. To our new Incident Command Team who are all providing fire-fighters from across the State and Nation.

To our Emergency Operations Staff who have coordinated efforts, both day and night, through local, County and State operations for assistance to our Citizens. For their assistance in coordinating the Red Cross for sheltering needs as well as creating systems of care for our Citizens as they return to their homes.

To our neighboring Grand County and Moab City for the hospitality and care that you have shown.

To all the volunteers and workers in all forms of government who have helped or who are helping in these fire-fighting efforts. Our hats our off to you all and wish you safety as you all continue to fight the Pack Creek Fire.

To our Citizens who have been displaced and who have lost homes or structures by a careless act of an unattended abandoned campfire. Our hearts go out to you.

Sincerely,

Willie Grayeyes,
Commission Chairman



BOARD OF COMMISSIONERS WORK SESSION MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
May 18, 2021 at 11:00 AM

MINUTES

The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel. Online Access is also available through Zoom: <https://us02web.zoom.us/j/82171709527> and One tap mobile +16699006833,,82171709527# US (San Jose). Public Comments will not be taken during the Work Session meeting.

Audio link can be found at: <https://www.utah.gov/pmn/files/721001.mp3>

Video link can be found at: <https://www.facebook.com/SanJuanUtah/videos/3958265590931707>

CALL TO ORDER

ROLL CALL

PRESENT

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

AGENDA ITEMS

1. Presentation of the 2021-2026 Landfill Plan and Goals

Time Stamp 3:34 (audio) 15:25 (video)

Randy reviewed with the commission the plan for the Landfill going forward, the financial status of the Landfill and goals going forward for the Landfill. There was a lengthy discussion on the Landfill plan and points to the plan which were discussed included:

- | | |
|---|-----------------------------------|
| 1. Pricing | 6. Cell Development |
| 2. Cell Cover | 7. Drop Box Location Improvements |
| 3. Community Cleanup Days | 8. Future Development |
| 4. Fencing / Trash Pickup | 9. Capital Plan |
| 5. Cell Access / Efficient Cell Utilization | |

2. Bluff Transfer Station History and Discussion

Time Stamp 43:45 (audio) 55:36 (video)

Mack explained that Resolution 2019-03 had directed that a thorough legal analysis be done of the land transfer to the Hole in the Rock Foundation. Mack was unsure if that had been done, but felt it important to do at this time. Mack continued by discussing the history of the transfer station in Bluff. He explained how the transfer of land, representing the transfer station, from the county to The Hole-in-the-Rock Foundation took place. Mack also discussed commission minutes from the early 1990s which gave a history of how transfer stations in the county were created, including the transfer station in Bluff.

Bluff Mayor Leppanen asked the commission to reconsider the creation of a transfer station

3. 2021 Illegal Dumping Notice

EXECUTIVE SESSION

- 4. Make a Motion to Enter Into A Closed Executive Session to Discuss The Character, Professional Competence, or Physical or Mental Health of an Individual As Permitted Under UCA 52-4-205.

Time Stamp 1:38:30 (audio) 1:43:219 (video)

A motion to go into Executive Session was made by Commission Vice-Chair Maryboy and was seconded by Commissioner Adams.

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

After the Executive Session, a motion to adjourn the San Juan County Work Meeting was made by Commissioner Adams and was seconded by Commission Vice-Chair Maryboy.

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

ADJOURNMENT

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

APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____



BOARD OF COMMISSIONERS WORK SESSION MEETING
 117 South Main Street, Monticello, Utah 84535. Commission Chambers
 June 01, 2021 at 11:00 AM

MINUTES

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

Audio link can be found at: <https://www.utah.gov/pmn/files/725223.MP3>

Video link can be found at: <https://www.facebook.com/SanJuanUtah/videos/131834188936892>

Join Zoom Meeting <https://us02web.zoom.us/j/82171709527> Meeting ID: 821 7170 9527 One tap mobile +16699006833,,82171709527# US (San Jose)

CALL TO ORDER

ROLL CALL

AGENDA ITEMS

1. Canyonlands Travel Management Plan (BLM), Nick Sandberg

Time Stamp 4:50 (audio) 4:59 (video)

Nick presented information regarding the BLM's decision record on the Canyon Rim's Travel Management Plan which covered Hatch Point, Schaefer Basin and Northern San Juan County. Nick also explained how the decision affected roads in areas mentioned. He stated that the revised version of the BLM Travel Plan had been completed per the 2017 Settlement Agreement.

2. Personnel Policy Updates discussion

Time Stamp 23:12 (audio) 23:21 (video)

Ann Marie discussed with the commission updates to county's credit card policy. She discussed approvals of purchases, card limits, reconciliation, and individuals responsible for credit cards. Mack also stated that after observing the purchasing history within the county, he felt that the policy needed to be update and discussed several key areas where improvement can be made. Ann Marie also discussed the policy regarding retirement gifts and discussed a schedule of available amounts that could be spent on employees who retire based on the number of years of service for the county.

3. American Rescue Plan Funding Discussion

Time Stamp 58:02 (audio) 58:11 (video)

Mack discussed with the commission the money (\$2,973,400) that the county has requested to receive from the American Rescue Plan Act. He explained that the county will be required to file multiple reports to the Federal Government showing how the funds are being used within the county. Mack also reviewed with the commission a report detailing how the funds could be used. There was a lengthy discussion where he mentioned several possible ways that the county could form a plan to build infrastructure, provide support for small businesses, help county employees, and others.

ADJOURNMENT

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____



BOARD OF COMMISSIONERS MEETING
Electronic Meeting
June 01, 2021 at 11:00 AM

MINUTES

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

Audio link can be found at: <https://www.utah.gov/pmn/files/725225.MP3>

CALL TO ORDER

ROLL CALL

PRESENT

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

AGENDA APPROVAL

Time Stamp 22:03 (audio)

Mack reviewed the meeting agenda with the commission.

A motion to approve the agenda was made by Commissioner Adams and second by Commission Chairman Grayeyes.

Voting Yea: Commission Chairman Grayeyes, Commissioner Adams

PUBLIC COMMENT

Time Stamp 27:45 (audio)

Public comments will be accepted through the

Zoom Meeting <https://us02web.zoom.us/j/3125521102> Meeting ID: 312 552 1102 One tap mobile +16699006833,,3125521102# US (San Jose)

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

There were no public comments

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

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

Time Stamp 28:52 (audio)

Mack reviewed with the commission the consent agenda and briefly discussed each item.

A motion to approve the Consent Agenda was made by Commissioner Adams and seconded by Commission Vice-Chair Maryboy.

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

1. May 18, 2021 Commission Meeting Minutes Approval
2. Ratification of a Small Purchase Order to Trane for \$3,500 for Public Safety HVAC Components
3. Ratification of the 2021, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Terms and Conditions Agreement
4. Ratification of the Forest Service Agreement to Chip Seal the Devil's Canyon Campground and Devil's Canyon Road for \$62,825.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

BUSINESS/ACTION

5. Consideration and Approval of the San Juan County Updated Library System Strategic Plan 2021-2023, Nicole Perkins, Library Director

Time Stamp 34:53 (audio)

Nicole presented, to the commission, an update of the library system's strategic plan. She explained that the update included six goals that the library has and also explained that the update satisfies the State Library requirements.

A motion to approve the strategic plan update was made by Commission Vice-Chair Maryboy and seconded by Commissioner Adams.

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

6. 2nd Memorandum of Understanding for San Juan Co-Working Space with Southeastern Utah Association of Local Governments for the American Express Grant Funds, Mikaela Ramsay, Library Deputy Director

Time Stamp 39:26 (audio)

Mikaela presented a second Memorandum of Understanding (MOU) with the Southeastern Utah Association of Local Governments in partnership with an American Express Grant to continue construction on the Co-working space located at the Monticello Library.

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

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

7. Consideration and Approval of the Beehive Library Consortium ARPA Federal Grant, Nicole Perkins, Library Director

Time Stamp 47:30 (audio)

A motion to approve the Beehive Library Consortium ARPA Federal Grant was made by Commission Vice-Chair Maryboy and second by Commissioner Chairman Grayeyes.

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

8. Consideration and Approval of the Memorandum of Understanding (MOU) for San Juan County and Utah Education Telehealth Network for Internet Services Renewal, Nicole Perkins, Library Director

Time Stamp 49:35 (audio)

Nicole stated that the MOU between the county and UETN would provide considerable savings to the county.

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

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

9. Consideration and Approval of a Lease for County Property Located at 344 West 800 North, in Blanding for the Utah State University Blanding's Health Profession Program, Mack McDonald, Chief Administrative Officer

Time Stamp 52:17 (audio)

Mack presented, for approval, the renewal of a lease of county property used by Utah State University Blanding's health profession program. He explained that it's a zero dollar lease, but that USU maintains the property, which is a building, and administers their health profession program in the building.

A motion to approve the lease renewal was made by Commissioner Adams and seconded by Commission Chairman Grayeyes.

Voting Yea: Commission Chairman Grayeyes, Commissioner Adams

10. Consideration and Approval of the 2021 Property Tax Sale, John David Nielson, Clerk/Auditor

Time Stamp 54:15 (audio)

John David presented, for approval, the results of the 2021 Tax Sale. He informed the commission that the properties being considered for the tax sale have delinquent property taxes of five years. John David explained that one property was not redeemed before the sale was held. He also stated that at the tax sale, one bid was received for the amount of the taxes owed in the amount of \$11,426.36.

A motion to approve the results of the tax sale was made by Commissioner Adam and seconded by Commission Vice-Chair Maryboy.

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

11. A RESOLUTION SUPPORTING THE EFFORTS OF THE UTAH NAVAJO HEALTH SYSTEM (UNHS) ENCOURAGING THE NAVAJO NATION LAND DEPARTMENT TO ENTER INTO A LEASE WITH UNHS FOR A COMMUNICATION TOWER TO BE LOCATED ON NAVAJO MOUNTAIN FOR FULL COVERAGE DIGITAL ACCESS FOR EMERGENCY, HEALTH CARE AND EDUCATIONAL RESPONSE

Time Stamp 57:18 (audio)

Mack presented a proposed resolution supporting the efforts of UNHS to enter into a lease agreement with the Navajo Nation for a communication tower on Navajo Mountain. Jeff Begay, from Navajo Mountain, commented and stated the importance of the tower being placed on the mountain. He explained that it would provide internet which would allow for other services to be provided to the Navajo Mountain area.

A motion to approve the resolution was made by Commissioner Maryboy and seconded by Commissioner Adams.

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

COMMISSION REPORTS

Time Stamp 1:01:47 (audio)

Commissioner Maryboy - Commissioner Maryboy reported on his meeting with the Governor's staff

Commissioner Grayeyes - Commissioner Grayeyes reported on road issues and talked about having a meeting with NDOT to amend the IGA between the county and Tec Nos Pos chapter.

Commissioner Adams - Commissioner Adams that he will attend a CIB training and then a UCIP training meeting the following week.

ADJOURNMENT

Time Stamp 1:11:40 (audio)

A motion to adjourn was made by Commission Vice-Chair Maryboy and seconded by Commissioner Adams.

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: _____



BOARD OF COMMISSIONERS MEETING
Electronic Meeting
June 10, 2021 at 11:00 AM

MINUTES

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

ROLL CALL

PRESENT

Commission Chairman Willie Grayeyes
 Commissioner Bruce Adams

ABSENT

Commission Vice-Chair Kenneth Maryboy

COMMISSION REPORTS

1. Make a Motion to Enter Into A Closed Executive Session to Discuss The Character, Professional Competence, or Physical or Mental Health of an Individual As Permitted Under UCA 52-4-205.

A motion to go into executive session was made by Commissioner Adams which was seconded by Commission Chairman Grayeyes.

Voting Yea: Commission Chairman Grayeyes, Commissioner Adams

After the executive session, a motion to leave executive session was made by Commissioner Adams which was seconded by Commission Chairman Grayeyes.

Voting Yea: Commission Chairman Grayeyes, Commissioner Adams

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

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 05/25/2021 to 06/01/2021**

<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>
Acumen Fiscal Agent LLC	118244	22888	05/28/2021	06/01/2021	582.12	SJC Aging	104685615 - Contracts
Acumen Fiscal Agent LLC	118244	APR21FEE	05/28/2021	06/01/2021	95.00	SJC Aging	104685615 - Contracts
					<u>\$677.12</u>		
					\$677.12		
Adams, Greg	118245	EV20210527155	05/28/2021	06/01/2021	545.99	LICENSE RENEWAL	104146330 - Employee Education
					<u>\$545.99</u>		
					\$545.99		
Amerigas Propane LP	118246	3121680223	05/28/2021	06/01/2021	82.62	200752247	104225270 - Utilities
Amerigas Propane LP	118246	805048058	05/28/2021	06/01/2021	460.85	200787762	104225270 - Utilities
					<u>\$543.47</u>		
					\$543.47		
Asphalt Systems Inc.	118247	34174	05/28/2021	06/01/2021	57,095.80	SJC Road Dept	214414410 - Road Supplies
					<u>\$57,095.80</u>		
					\$57,095.80		
Blanding City	118248	BC05272021	05/25/2021	06/01/2021	789.36	553343140 - San Juan Public Health	255007.270 - Indirect Admin Utilities
					<u>\$789.36</u>		
					\$789.36		
Blue Mountain Foods	118249	113812	05/28/2021	06/01/2021	19.96	SJC Jail	104230480 - Kitchen Food
Blue Mountain Foods	118249	113852	05/28/2021	06/01/2021	13.12	SJC Jail	104230480 - Kitchen Food
Blue Mountain Foods	118249	113880	05/28/2021	06/01/2021	46.53	SJC Jail	104210480 - Special Department Su
Blue Mountain Foods	118249	113883	05/28/2021	06/01/2021	2.58	SJC Sheriff Dept.	104210480 - Special Department Su
					<u>\$82.19</u>		
					\$82.19		
Blue Mountain Meats Inc.	118250	402467	05/28/2021	06/01/2021	400.92	SJC Aging	104678328 - Meals - La Sal
					<u>\$400.92</u>		
					\$400.92		
Bluff Water Works	118251	9352	05/28/2021	06/01/2021	25.00	Bluff Fire Sation	104225270 - Utilities
					<u>\$25.00</u>		
					\$25.00		
Burke, Robert	118252	051920211	05/28/2021	06/01/2021	970.60	SJC EMA	104255740 - Equipment Purchases
					<u>\$970.60</u>		
					\$970.60		
Certified Laboratories	118253	7366636	05/28/2021	06/01/2021	920.65	SJC Road Dept.	214412250 - Equipment Operation
Certified Laboratories	118253	7366636	05/28/2021	06/01/2021	1,217.35	SJC Road Dept.	214412560 - Freight
					<u>\$2,138.00</u>		
					\$2,138.00		
Chamberlain, Ramona	118254	EV20210527155	05/28/2021	06/01/2021	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					<u>\$50.00</u>		
					\$50.00		
Cintas Corporation #108	118255	4084717942	05/28/2021	06/01/2021	40.90	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	118255	4084717942	05/28/2021	06/01/2021	44.55	SJC Road Dept	102229000 - Other Deductions Paya
Cintas Corporation #108	118255	4085392834	05/28/2021	06/01/2021	33.15	SJC Road Dept	214414260 - Buildings and Grounds

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Cintas Corporation #108	118255	4085392834	05/28/2021	06/01/2021	44.55	SJC Road Dept	102229000 - Other Deductions Paya
					\$163.15		
					\$163.15		
Creswell, Lyn	118256	2021052809130	05/28/2021	06/01/2021	3,331.94	Contracted Servies	104126617 - Administrative Law Jud
					\$3,331.94		
Davis County Government	118257	112614	05/28/2021	06/01/2021	549.00	SJC Sheriff	104232280 - Telephone
					\$549.00		
Delta Rigging & Tools Inc.	118258	GRA_PSI000844	05/28/2021	06/01/2021	65.00	SJC Road	214412250 - Equipment Operation
					\$65.00		
Dominion Energy	118259	DE20210527153	05/28/2021	06/01/2021	20.52	4922180000 835 E Central Office	104225270 - Utilities
Dominion Energy	118259	DE20210527153	05/28/2021	06/01/2021	20.52	4922180000 835 E Central Office	104255270 - Utilities
Dominion Energy	118259	DE20210527153	05/28/2021	06/01/2021	20.52	4922180000 835 E Central Office	264350270 - Utilities
Dominion Energy	118259	DE20210527153	05/28/2021	06/01/2021	163.81	6063860000 Central Rd	104225270 - Utilities
Dominion Energy	118259	DE20210527153	05/28/2021	06/01/2021	163.82	6063860000 Central Rd	104255270 - Utilities
Dominion Energy	118259	DE20210527154	05/28/2021	06/01/2021	83.15	7624767442 881 E Center	104225270 - Utilities
					\$472.34		
					\$472.34		
Draper Towing and Repair LLC	118260	14982	05/28/2021	06/01/2021	320.00	SJC Sheriff	104210620 - Miscellaneous Service
Draper Towing and Repair LLC	118260	15036	05/28/2021	06/01/2021	220.00	SJC Sheriff	104210620 - Miscellaneous Service
					\$540.00		
					\$540.00		
DTS - State of Utah	118261	2110R12400000	05/28/2021	06/01/2021	694.25	SJC Sheriffs Office	104210620 - Miscellaneous Service
					\$694.25		
Earthgrains Baking Company	118262	85272223114	05/28/2021	06/01/2021	56.00	SJC Sheriff	104230480 - Kitchen Food
					\$56.00		
Fastenal Company	118263	COBAY65350	05/28/2021	06/01/2021	553.50	SJC Road	214412250 - Equipment Operation
Fastenal Company	118263	COBAY65351	05/28/2021	06/01/2021	396.80	SJC Road	214412250 - Equipment Operation
					\$950.30		
					\$950.30		
Four States Tire & Service	118264	348141	05/28/2021	06/01/2021	563.70	SJC Road	214412250 - Equipment Operation
					\$563.70		
Frontier	118265	FC20210414154	04/16/2021	06/01/2021	11.09	435-587-2449-071904-8	104151280 - Telephone
Frontier	118265	FC20210527153	05/28/2021	06/01/2021	59.14	435-684-3576-051707-8	105430280 - Telephone
Frontier	118265	FC20210527153	05/28/2021	06/01/2021	175.30	435-684-3589-081007-8	105430280 - Telephone
Frontier	118265	FC20210527153	05/28/2021	06/01/2021	0.19	435-651-3351-082400-8	104225280 - Telephone
Frontier	118265	FC20210527153	05/28/2021	06/01/2021	0.56	435-587-2797-030304-8	104225280 - Telephone
Frontier	118265	FC20210527153	05/28/2021	06/01/2021	0.61	435-672-2390-091394-8	104672280 - Telephone

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Frontier	118265	FC20210527154	05/28/2021	06/01/2021	257.78	435-727-3440-062308-8	104225280 - Telephone
Frontier	118265	FC20210527165	05/28/2021	06/01/2021	332.11	435-678-2429-030173-8	214414280 - Telephone
					\$836.78		
					\$836.78		
Gates, Anita	118266	EV20210527155	05/28/2021	06/01/2021	159.49	SJC Attorney	104145240 - Office Expense
					\$159.49		
Grainger	118267	9909513955	05/28/2021	06/01/2021	36.16	809616402	214412250 - Equipment Operation
					\$36.16		
Grand Junction Peterbilt	118268	194038	05/28/2021	06/01/2021	162.62	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	118268	194117	05/28/2021	06/01/2021	498.05	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	118268	194308	05/28/2021	06/01/2021	70.46	SJC Road Dept	214412250 - Equipment Operation
Grand Junction Peterbilt	118268	194446	05/28/2021	06/01/2021	706.23	SJC Road Dept	214412250 - Equipment Operation
					\$1,437.36		
					\$1,437.36		
Hondaland Corp.	118269	417	05/28/2021	06/01/2021	20.62	SJC Road Dept	214412250 - Equipment Operation
					\$20.62		
Honnen Equipment Co.	118270	1272349	05/28/2021	06/01/2021	1,305.24	SJC Road Dept	214412250 - Equipment Operation
					\$1,305.24		
Hughes Network Systems LLC	118271	B1-376964160	05/28/2021	06/01/2021	257.76	SJC Landfill	574424270 - Utilities
					\$257.76		
ImageNet Consulting LLC	118272	CNIN120302FA	05/28/2021	06/01/2021	236.55	SJC Public Health	255007.240 - Indirect Admin Office
ImageNet Consulting LLC	118272	CNIN135205FA	05/28/2021	06/01/2021	484.01	SJC Non Dept	104150240 - Office Expense
ImageNet Consulting LLC	118272	CNIN135264FA	05/28/2021	06/01/2021	35.24	SJC Non Dept	104150240 - Office Expense
ImageNet Consulting LLC	118272	CNIN135329FA	05/28/2021	06/01/2021	87.55	SJC Non Dept	104230310 - Professional and Tech
					\$843.35		
					\$843.35		
Jacco Distributing Company	118273	11329	05/28/2021	06/01/2021	118.65	SJC Road Dept	214412250 - Equipment Operation
Jacco Distributing Company	118273	11336	05/28/2021	06/01/2021	73.25	SJC Road Dept	214412250 - Equipment Operation
					\$191.90		
					\$191.90		
JViation	118274	2019.U96.01AIP	05/28/2021	06/01/2021	7,738.00	Cal Black Airport	105430620 - Miscellaneous Service
					\$7,738.00		
K&H Integrated Print Solutions	118275	261846	05/28/2021	06/01/2021	470.00	SJC Elections	104173310 - Professional and Tech
					\$470.00		
Kenworth Sales Company	118276	PRIIN4581903	05/28/2021	06/01/2021	108.86	SJC Road	214412250 - Equipment Operation

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Kenworth Sales Company	118276	PRIIN4593856	05/28/2021	06/01/2021	568.51	SJC Road	214412250 - Equipment Operation
					\$677.37		
					\$677.37		
Larry H. Miller	118277	319833	05/28/2021	06/01/2021	133.58	SJC Road Dept	214412250 - Equipment Operation
					\$133.58		
Main Street Drug and Boutique	118278	162628	05/28/2021	06/01/2021	20.00	SJC Sheriff Dept	104230312 - Medical Expenses
Main Street Drug and Boutique	118278	162681	05/28/2021	06/01/2021	4.00	SJC Sheriff Dept	104230312 - Medical Expenses
Main Street Drug and Boutique	118278	162829	05/28/2021	06/01/2021	5.22	SJC Sheriff Dept	104230480 - Kitchen Food
Main Street Drug and Boutique	118278	163014	05/28/2021	06/01/2021	39.04	SJC Sheriff Dept	104230312 - Medical Expenses
					\$68.26		
					\$68.26		
McNeely, Jerry	118279	RI0601211	06/01/2021	06/01/2021	1,200.00		104112310 - Professional and Tech
					\$1,200.00		
Mexican Hat Special Serv Dist.	118280	521-24	05/28/2021	06/01/2021	66.93	SJC Fire/Rescue	104225270 - Utilities
Mexican Hat Special Serv Dist.	118280	RI0601212	06/01/2021	06/01/2021	500.00	Monthly USDA Loan Payment	104850915 - Transfers to Other Unit
					\$566.93		
					\$566.93		
Monsen Engineering Company	118281	PM-INV007656	05/28/2021	06/01/2021	1,264.00	SJC Surveyor	104147242 - Software Maintenance
					\$1,264.00		
Monticello Mercantile	118282	C209944	05/28/2021	06/01/2021	10.97	SJC Aging	104676260 - Buildings and Grounds
Monticello Mercantile	118282	C210451	05/28/2021	06/01/2021	6.36	SJC Sheriff	104230480 - Kitchen Food
Monticello Mercantile	118282	C210740	05/28/2021	06/01/2021	39.17	SJC Sheriff	104210620 - Miscellaneous Service
Monticello Mercantile	118282	C211206	05/28/2021	06/01/2021	1.29	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	118282	C211207	05/28/2021	06/01/2021	10.99	SJC Admin Building	104161260 - Buildings and Grounds
					\$68.78		
					\$68.78		
Morgan, Happy	118283	RI0601213	06/01/2021	06/01/2021	10,500.00		104126310 - Professional and Tech
					\$10,500.00		
Motor Parts	118284	784762	05/28/2021	06/01/2021	-49.10	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	118284	784777	05/28/2021	06/01/2021	11.25	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	118284	785047	05/28/2021	06/01/2021	32.62	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	118284	785073	05/28/2021	06/01/2021	7.58	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	118284	785104	05/28/2021	06/01/2021	103.35	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	118284	785213	05/28/2021	06/01/2021	99.46	SJC Landfill	574424250 - Equipment Operation
Motor Parts	118284	785221	05/28/2021	06/01/2021	15.99	SJC Landfill	574424250 - Equipment Operation
Motor Parts	118284	785296	05/28/2021	06/01/2021	18.98	SJC Sheriff	104230620 - Miscellaneous Service
Motor Parts	118284	785613	05/28/2021	06/01/2021	804.70	SJC Road Dept	214412251 - Gas, Oil and Grease
Motor Parts	118284	785629	05/28/2021	06/01/2021	200.65	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	118284	785649	05/28/2021	06/01/2021	29.70	SJC Landfill	574424250 - Equipment Operation
					\$1,275.18		
					\$1,275.18		

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Moulton, Mike	118285	MM05262021	05/26/2021	06/01/2021	484.66	Travel Reimbursement	255007.230 - Indirect Admin Travel
					\$484.66		
Navajo Tribal UtilityAuthority	118286	34001332971	05/28/2021	06/01/2021	135.88	SJC Communications	104574270 - Utilities
Navajo Tribal UtilityAuthority	118286	34001334097	05/28/2021	06/01/2021	181.82	60271007 - SJC Fire	104225270 - Utilities
					\$317.70		
					\$317.70		
Nicholas & Company	118287	7515042	05/28/2021	06/01/2021	1,215.10	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	118287	7515044	05/28/2021	06/01/2021	851.75	SJC Aging	104678329 - Meals - Bluff
Nicholas & Company	118287	7573569	05/28/2021	06/01/2021	212.72	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	118287	7576735	05/28/2021	06/01/2021	1,262.94	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	118287	7576740	05/28/2021	06/01/2021	1,926.54	SJC Sheriff	104678323 - Meals - Monticello
Nicholas & Company	118287	7576742	05/28/2021	06/01/2021	534.84	SJC Aging	104678325 - Meals - Blanding
Nicholas & Company	118287	7576743	05/28/2021	06/01/2021	56.27	SJC Aging	104678329 - Meals - Bluff
Nicholas & Company	118287	7576751	05/28/2021	06/01/2021	851.45	SJC Aging	104678328 - Meals - La Sal
					\$6,911.61		
					\$6,911.61		
Packard Wholesale Co.	118288	INV166170	05/28/2021	06/01/2021	250.47	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	118288	INV166171	05/28/2021	06/01/2021	107.94	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	118288	INV166553	05/28/2021	06/01/2021	290.76	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	118288	INV166596	05/28/2021	06/01/2021	69.54	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	118288	INV166616	05/28/2021	06/01/2021	312.80	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	118288	INV166624	05/28/2021	06/01/2021	955.63	SJC Aging	104678323 - Meals - Monticello
					\$1,987.14		
					\$1,987.14		
Perkins, Decker	118289	TF20210527153	05/28/2021	06/01/2021	90.72	Travel Reimbursement	574424230 - Travel Expense
Perkins, Decker	118289	TF20210527153	05/28/2021	06/01/2021	95.00	Travel Reimbursement	574424210 - Subscriptions and Me
					\$185.72		
					\$185.72		
Redd's Ace Hardware	118290	407444	05/28/2021	06/01/2021	19.99	SJC Road	214414260 - Buildings and Grounds
Redd's Ace Hardware	118290	407552	05/28/2021	06/01/2021	8.59	SJC Landfill	574424260 - Buildings and Grounds
Redd's Ace Hardware	118290	407951	05/28/2021	06/01/2021	52.89	SJC Landfill	574424240 - Office Expense
Redd's Ace Hardware	118290	408409	05/28/2021	06/01/2021	49.99	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	118290	408415	05/28/2021	06/01/2021	45.97	SJC Road	214414260 - Buildings and Grounds
Redd's Ace Hardware	118290	408529	05/28/2021	06/01/2021	79.99	SJC Admin Building	104161260 - Buildings and Grounds
Redd's Ace Hardware	118290	408565	05/28/2021	06/01/2021	6.57	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	118290	408638	05/28/2021	06/01/2021	10.69	SJC Sheriff	104210620 - Miscellaneous Service
Redd's Ace Hardware	118290	408671	05/28/2021	06/01/2021	118.47	SJC Aging	104676610 - Miscellaneous Supplie
Redd's Ace Hardware	118290	408714	05/28/2021	06/01/2021	9.99	SJC Assessor	104146240 - Office Expense
Redd's Ace Hardware	118290	408731	05/28/2021	06/01/2021	51.53	SJC Landfill	574424240 - Office Expense
Redd's Ace Hardware	118290	408796	05/28/2021	06/01/2021	17.99	SJC Admin Building	104161260 - Buildings and Grounds
					\$472.66		
					\$472.66		

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Roughrock Aviation LLC	118291	RI0601214	06/01/2021	06/01/2021	6,500.00		105430615 - Contracts
					\$6,500.00		
San Juan Clinic	118292	7090800	05/28/2021	06/01/2021	250.00	Corbin Palmer #443227	104230310 - Professional and Tech
					\$250.00		
San Juan Record	118293	159469	05/28/2021	06/01/2021	92.40	SJC Commission	104111220 - Public Notices
San Juan Record	118293	159527	05/28/2021	06/01/2021	183.59	SJC Clerk	104142220 - Public Notices
					\$275.99		
					\$275.99		
Shed, Sue	118294	MTV2021052715	05/28/2021	06/01/2021	90.40	ADRC Grant	104676610 - Miscellaneous Supplie
					\$90.40		
Simpleview LLC	118295	CI-13678	05/28/2021	06/01/2021	425.00	SJC Econ Dev and Visitor Services	104193210 - Subscriptions and Me
					\$425.00		
Snap - On Tools	118296	05172136669	05/28/2021	06/01/2021	57.25	SJC Road	214412250 - Equipment Operation
					\$57.25		
Sorenson Advertising, dba Relic A	118297	206402	05/28/2021	06/01/2021	44,764.00	SJC Economic Dev	104193615 - Contracts
					\$44,764.00		
Southeastern Utah District	118298	SE05012021	05/01/2021	06/01/2021	60.00	Lab Testing	255620.310 - DEQ Water Quality Pr
					\$60.00		
Tiefenbach North America LLC	118299	416080	05/28/2021	06/01/2021	37.74	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	118299	416081	05/28/2021	06/01/2021	58.17	SJC Road Dept	214412250 - Equipment Operation
					\$95.91		
					\$95.91		
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	400.00	4246-0400-1991-8350 John David Nielson	104142240 - Office Expense
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	13.98	4246-0400-1740-8495 Marsha Shumway	104210610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	32.03	4246-0400-1740-8495 Marsha Shumway	104230241 - Postage
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	46.50	4246-0400-1740-8495 Marsha Shumway	104230480 - Kitchen Food
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	83.16	4246-0400-1740-8495 Marsha Shumway	104230230 - Travel Expense
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	108.53	4246-0400-1740-8495 Marsha Shumway	104210210 - Subscriptions and Me
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	159.80	4246-0400-1740-8495 Marsha Shumway	101321000 - Notes Receivable
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	439.00	4246-0400-1740-8495 Marsha Shumway	104232330 - Employee Education
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	507.70	4246-0400-1740-8495 Marsha Shumway	104210230 - Travel Expense
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	-12.88	4246-0470-0071-7485 Alan Freestone	104210210 - Subscriptions and Me
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	19.22	4246-0470-0071-7485 Alan Freestone	104210620 - Miscellaneous Service
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	148.13	4246-0470-0108-2897 Jason Torgerson	104210230 - Travel Expense
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	320.08	4246-0470-0108-2897 Jason Torgerson	104210620 - Miscellaneous Service
U.S. Bank Corporate Payment	118300	CC20210521102	06/01/2021	06/01/2021	628.36	4246-0470-0108-2897 Jason Torgerson	104210250 - Equipment Operation
U.S. Bank Corporate Payment	118300	CC20210524115	06/01/2021	06/01/2021	63.82	4246-0446-5118-0295 Mack McDonald	104134240 - Office Expense
U.S. Bank Corporate Payment	118300	CC20210524115	06/01/2021	06/01/2021	182.01	4246-0446-5118-0295 Mack McDonald	104113210 - Subscriptions and Me

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U.S. Bank Corporate Payment	118300	CC20210524115	06/01/2021	06/01/2021	257.89	4246-0446-5118-0295 Mack McDonald	104150920 - Cares Act Expenses
U.S. Bank Corporate Payment	118300	CC20210524115	06/01/2021	06/01/2021	265.12	4246-0446-5118-0295 Mack McDonald	104161260 - Buildings and Grounds
U.S. Bank Corporate Payment	118300	CC20210524115	06/01/2021	06/01/2021	1,200.00	4246-0446-5118-0295 Mack McDonald	104113330 - Employee Education
U.S. Bank Corporate Payment	118300	CC20210524115	06/01/2021	06/01/2021	3,842.01	4246-0446-5118-0295 Mack McDonald	255190.610 - Early Childhood PBC
U.S. Bank Corporate Payment	118300	CC20210524115	06/01/2021	06/01/2021	6,719.98	4246-0446-5118-0295 Mack McDonald	255090.615 - BRIC Contracts
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	26.69	4246-0446-5312-8805 Scott Burgess	264350210 - Subscriptions and Me
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	432.05	4246-0446-5312-8805 Scott Burgess	264350610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	778.52	4246-0446-5312-8805 Scott Burgess	264350230 - Travel Expense
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	350.00	4246-0441-0129-6816 David Gallegos	104220615 - Contracts
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	448.95	4246-0441-0129-6816 David Gallegos	104220615 - Contracts
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	-813.20	4246-0470-0106-9233 Tammy Gallegos	104673610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	46.97	4246-0470-0106-9233 Tammy Gallegos	104255240 - Office Expense
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	104.94	4246-0470-0106-9233 Tammy Gallegos	104675240 - Office Expense
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	179.00	4246-0470-0106-9233 Tammy Gallegos	104677330 - Employee Education
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	414.99	4246-0470-0106-9233 Tammy Gallegos	104684610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	600.00	4246-0470-0106-9233 Tammy Gallegos	104255330 - Employee Education
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	646.96	4246-0470-0106-9233 Tammy Gallegos	104678328 - Meals - La Sal
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	694.57	4246-0470-0106-9233 Tammy Gallegos	104673610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	813.20	4246-0470-0106-9233 Tammy Gallegos	104673610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	845.00	4246-0470-0106-9233 Tammy Gallegos	104676610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	859.36	4246-0470-0106-9233 Tammy Gallegos	104676610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	118300	CC20210527154	06/01/2021	06/01/2021	4,165.95	4246-0470-0106-9233 Tammy Gallegos	104220615 - Contracts
U.S. Bank Corporate Payment	118300	CC20210527155	06/01/2021	06/01/2021	400.00	4246-0446-5323-3506 Cindi Holyoak	104144330 - Employee Education
U.S. Bank Corporate Payment	118300	CC20210527155	06/01/2021	06/01/2021	48.04	4246-0446-5223-5502 Stuart Smith	104193210 - Subscriptions and Me
U.S. Bank Corporate Payment	118300	CC20210527160	06/01/2021	06/01/2021	-105.37	4246-0470-0107-1528 Allison Yamamoto-Spa	104193480 - Special Department Su
U.S. Bank Corporate Payment	118300	CC20210527160	06/01/2021	06/01/2021	24.43	4246-0470-0107-1528 Allison Yamamoto-Spa	104193480 - Special Department Su
U.S. Bank Corporate Payment	118300	CC20210527160	06/01/2021	06/01/2021	124.43	4246-0470-0107-1528 Allison Yamamoto-Spa	104193480 - Special Department Su
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	34.90	4246-0470-0087-8873 Bruce Bushore	104682240 - Office Expense
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	39.90	4246-0470-0087-8873 Bruce Bushore	104151620 - Miscellaneous Service
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	41.74	4246-0470-0087-8873 Bruce Bushore	255220.610 - CSHCN Miscellaneous
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	52.00	4246-0470-0087-8873 Bruce Bushore	104151480 - Special Department Su
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	89.98	4246-0470-0087-8873 Bruce Bushore	104151480 - Special Department Su
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	89.99	4246-0470-0087-8873 Bruce Bushore	104147242 - Software Maintenance
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	160.07	4246-0470-0087-8873 Bruce Bushore	104151242 - Software Maintenance
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	160.07	4246-0470-0087-8873 Bruce Bushore	104151242 - Software Maintenance
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	185.96	4246-0470-0087-8873 Bruce Bushore	104210480 - Special Department Su
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	379.98	4246-0470-0087-8873 Bruce Bushore	104230350 - State Prisoner Expens
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	759.96	4246-0470-0087-8873 Bruce Bushore	104686240 - Office Expense
U.S. Bank Corporate Payment	118300	CC20210528081	06/01/2021	06/01/2021	1,935.00	4246-0470-0087-8873 Bruce Bushore	264350610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	118300	CC20210531135	06/01/2021	06/01/2021	7.20	4246-0470-0080-1867 Monica Alvarado	214414241 - Postage
U.S. Bank Corporate Payment	118300	CC20210531135	06/01/2021	06/01/2021	33.49	4246-0470-0080-1867 Monica Alvarado	214414240 - Office Expense
U.S. Bank Corporate Payment	118300	CC20210531135	06/01/2021	06/01/2021	206.78	4246-0470-0080-1867 Monica Alvarado	214412251 - Gas, Oil and Grease
U.S. Bank Corporate Payment	118300	CC20210531135	06/01/2021	06/01/2021	624.00	4246-0470-0080-1867 Monica Alvarado	104411110 - Salaries and Wages
U.S. Bank Corporate Payment	118300	CC20210531135	06/01/2021	06/01/2021	2,869.51	4246-0470-0080-1867 Monica Alvarado	214412250 - Equipment Operation
U.S. Bank Corporate Payment	118300	CC20212605044	06/01/2021	06/01/2021	81.57	4246-0470-0125-7788 Nicole Perkins	724581241 - Postage
U.S. Bank Corporate Payment	118300	CC20212605044	06/01/2021	06/01/2021	161.72	4246-0470-0125-7788 Nicole Perkins	724581740 - Equipment Purchases
U.S. Bank Corporate Payment	118300	CC20212605044	06/01/2021	06/01/2021	339.84	4246-0470-0125-7788 Nicole Perkins	724581240 - Office Expense
U.S. Bank Corporate Payment	118300	CC20212605044	06/01/2021	06/01/2021	345.35	4246-0470-0125-7788 Nicole Perkins	724581620 - Special Programs

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 05/25/2021 to 06/01/2021**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
U.S. Bank Corporate Payment	118300	CC20212605044	06/01/2021	06/01/2021	509.21	4246-0470-0125-7788 Nicole Perkins	724581480 - Collection Developmen
U.S. Bank Corporate Payment	118300	CC20212605044	06/01/2021	06/01/2021	585.30	4246-0470-0125-7788 Nicole Perkins	724581250 - Computer Maintenanc
U.S. Bank Corporate Payment	118300	CC20212705071	06/01/2021	06/01/2021	90.49	4246-0470-0113-7634 Mikaela Ramsay	724581241 - Postage
U.S. Bank Corporate Payment	118300	CC20212705071	06/01/2021	06/01/2021	107.67	4246-0470-0113-7634 Mikaela Ramsay	724581250 - Computer Maintenanc
U.S. Bank Corporate Payment	118300	CC20212705071	06/01/2021	06/01/2021	140.72	4246-0470-0113-7634 Mikaela Ramsay	724581620 - Special Programs
U.S. Bank Corporate Payment	118300	CC20212705071	06/01/2021	06/01/2021	555.26	4246-0470-0113-7634 Mikaela Ramsay	724581240 - Office Expense
U.S. Bank Corporate Payment	118300	CC20212705071	06/01/2021	06/01/2021	1,441.49	4246-0470-0113-7634 Mikaela Ramsay	724581480 - Collection Developmen
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	1.60	4246-0446-5400-2744 Carver Black	255220.241 - CSHCN Postage
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	4.15	4246-0446-5400-2744 Carver Black	255740.241 - State LHD Eviron Post
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	4.78	4246-0446-5400-2744 Carver Black	255295.280 - COVID-19 PPPHEA T
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	4.84	4246-0446-5400-2744 Carver Black	255007.620 - Indirect Admin Miscell
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	12.69	4246-0446-5400-2744 Carver Black	255620.241 - DEQ Water Quality Po
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	13.34	4246-0446-5400-2744 Carver Black	255620.241 - DEQ Water Quality Po
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	13.35	4246-0446-5400-2744 Carver Black	255620.241 - DEQ Water Quality Po
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	14.71	4246-0446-5400-2744 Carver Black	255620.480 - DEQ Water Quality Sp
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	32.01	4246-0446-5400-2744 Carver Black	255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	33.99	4246-0446-5400-2744 Carver Black	255010.310 - Indirect Health Insp Pr
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	35.89	4246-0446-5400-2744 Carver Black	255008.240 - Indirect Nursing Office
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	50.00	4246-0446-5400-2744 Carver Black	255007.241 - Indirect Admin Postag
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	50.00	4246-0446-5400-2744 Carver Black	255111.210 - WIC Administration Su
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	57.86	4246-0446-5400-2744 Carver Black	255009.310 - Indirect Health Edu Pr
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	65.18	4246-0446-5400-2744 Carver Black	255012.620 - Local General Health
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	71.93	4246-0446-5400-2744 Carver Black	255007.620 - Indirect Admin Miscell
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	78.00	4246-0446-5400-2744 Carver Black	255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	285.00	4246-0446-5400-2744 Carver Black	255111.330 - WIC Administration E
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	738.51	4246-0446-5400-2744 Carver Black	255065.610 - Tobacco Comprehensi
U.S. Bank Corporate Payment	118300	USBank051021	05/10/2021	06/01/2021	888.00	4246-0446-5400-2744 Carver Black	255310.610 - PHEP Preparedness
					\$40,994.90		
					\$40,994.90		
Utah Navajo Health System	118301	RI0601215	06/01/2021	06/01/2021	165.00		724581915 - Transfers to Other Unit
					\$165.00		
Utah State Division of Finance	118302	USDF20210527	05/28/2021	06/01/2021	22,550.00	BLANDING SC SEWER IMPROVEMENTS	104850810 - Debt Principle Paymen
					\$22,550.00		
Verizon Wireless	118303	9879236752	05/28/2021	06/01/2021	40.01	365552000-00001	104679280 - Telephone
Verizon Wireless	118303	9879236752	05/28/2021	06/01/2021	130.48	365552000-00001	104672280 - Telephone
Verizon Wireless	118303	9879236752	05/28/2021	06/01/2021	643.48	365552000-00001	104676610 - Miscellaneous Supplie
Verizon Wireless	118303	9879724262	05/28/2021	06/01/2021	53.29	265507612-00002	104113280 - Telephone
Verizon Wireless	118303	9879724271	05/28/2021	06/01/2021	79.60	265508079-00001	104255280 - Telephone
Verizon Wireless	118303	9879724275	05/28/2021	06/01/2021	40.01	265508664-00001	214414280 - Telephone
Verizon Wireless	118303	9879724275	05/28/2021	06/01/2021	106.58	265508664-00001	214414280 - Telephone
Verizon Wireless	118303	9879733779	05/28/2021	06/01/2021	100.57	365506834-00001	104225280 - Telephone
Verizon Wireless	118303	9879733787	05/28/2021	06/01/2021	153.31	365507784-00001	104574280 - Telephone
Verizon Wireless	118303	9879743088	05/28/2021	06/01/2021	8.54	465505932-00001	104255280 - Telephone
Verizon Wireless	118303	9879752506	05/28/2021	06/01/2021	77.62	565508016-00001	104161280 - Telephone
Verizon Wireless	118303	9879761871	05/28/2021	06/01/2021	8.54	665505466-00001	104255280 - Telephone

San Juan County
Check Register

General Fund Checking - Zions 566101143 - 05/25/2021 to 06/01/2021

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Verizon Wireless	118303	9879761932	05/28/2021	06/01/2021	966.27	665507629-00001	104230280 - Telephone
Verizon Wireless	118303	9879761933	05/28/2021	06/01/2021	269.07	665507629-00003	104230280 - Telephone
Verizon Wireless	118303	9879761934	05/28/2021	06/01/2021	230.18	665507629-00004	104230280 - Telephone
Verizon Wireless	118303	9879771114	05/28/2021	06/01/2021	204.82	765507047-00001	104111280 - Telephone
Verizon Wireless	118303	9879771134	05/28/2021	06/01/2021	53.29	765508819-00001	104675280 - Telephone
Verizon Wireless	118303	9879771134	05/28/2021	06/01/2021	106.58	765508819-00001	104682280 - Telephone
					\$3,272.24		
					\$3,272.24		
Waste Management of Colorado	118304	0372198-4889-4	05/26/2021	06/01/2021	112.09	19-36095-03000 SJC Public Health	255007.270 - Indirect Admin Utilities
					\$112.09		
Yazzie, Tisheena	118305	TY05262021	05/26/2021	06/01/2021	9.50	Reimbursement	255620.241 - DEQ Water Quality Po
					\$9.50		
					\$229,736.66		



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Zions Way Alternatives Contract
RECOMMENDATION: Approval

SUMMARY

We contract every year with several home health agencies to provide in home care for our home and community based programs. This is a renewal of the contract for in home care for the Alternatives program.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

This is paid for by the Aging program budget which comes from State, Federal and County funding.

**CONTRACT TO PURCHASE CASE MANAGEMENT
AND HOME HEALTH SERVICES
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Zions Way, hereinafter referred to as CONTRACTOR.

- II. **CONTRACT PERIOD:** July 1, 2021 thru June 30, 2022. This contract may be canceled by either party upon 30 days written notice.
- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. **PURPOSE OF CONTRACT:** To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. **ATTACHMENTS:**
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. **POLICY(s):**
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR:  _____
Administrator, Zions Way

Date 6/7/2021 _____

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Skilled Nursing Service	1 visit	\$75.00
Home Health/Personal Care Aide	1 hour	\$35.00
Homemaker	1 hour	\$35.00
Travel	Per mile 1/4 hour	\$0.54

ATTACHMENT B**CONTRACTOR****RESPONSIBILITIES** The

CONTRACTOR agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide the following services:
 - A. Skilled Nursing
 - B. Home Health Aide
 - C. Personal Care Aide
 - D. Homemaker
 - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Zions Way Caregiver Contract
RECOMMENDATION: Approval

SUMMARY

We contract every year with several home health agencies to provide in home care for our home and community based programs. This is a renewal of the contract for in home care for the Caregiver program.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

This is paid for by the Aging program budget which comes from State, Federal and County funding.

CAREGIVER RESPITE CARE CONTRACT

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Zions Way hereinafter referred to as CONTRACTOR

II. CONTRACT PERIOD: July 1, 2021 thru June 31, 2022. This contract may be canceled by either party upon 30 days written notice.

III. METHOD OF CONTRACTOR PAYMENT: The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.

IV. PURPOSE OF CONTRACT: To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.

V. ATTACHMENTS

- A. Cost of Service
- B. CONTRACTOR'S responsibilities
- C. COUNTY'S responsibilities
- D. Budget

VI. POLICY(s):

Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR:  _____
Administrator, Zions Way

Date 6/7/2021 _____

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Respite service	1 hour	\$35.00
Travel		
Mileage	1 mile	\$0.54
Staff	1/4 hour	

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

Comply with the Caregiver Respite Care Policy (UCA R510-401), with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide caregiver respite service along with information and assistance.
- III. Recruit, hire, train and supervise qualified staff to provide caregiver respite services.
- IV. Title to all work, records of work, and documents become property of the COUNTY upon termination of the contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least four (4) years after last payment has been made on this contract, or until all audits initiated prior to three (3) years after contract termination have been completed.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.
- IX. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.

- X. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XI. Bring to the attention of the COUNTY the protective service needs of persons served.
- XII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIII. Accept that all caregiver and patient files through this contract shall be COUNTY property:
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY RESPONSIBILITIES

The COUNTY agrees to:

Conduct eligibility and assessment activities for current and potential caregiver respite program clients as provided in State Policy

- II. Provide referrals to CONTRACTOR
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Maintain inventory of equipment purchases and provide equipment storage if necessary.
- V Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- VI. Make and document periodic monitor reviews of contract provisions.
- VII. Provide program development.
- VIII. Conduct on-going program evaluation with a written annual report.
- IX. Provide technical assistance and training on requests.



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Translator Contract
RECOMMENDATION: Approval

SUMMARY

We contract with an individual that our in home clients know and trust for translation services from English to Navajo. We utilize this service whenever we need to update care plans or changes services for our in home clients.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

This is paid for by the Aging program budget which comes from State, and Federal funding.

**San Juan County
Independent Contractor Agreement**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. 1.01. This Agreement is entered into by and between the San Juan County (hereinafter "County") and Edward Tapcha (hereinafter "Contractor"). This agreement will become effective on _____ and will continue in effect until _____.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to perform duties related Translation Services for the San Juan County, Medicaid Aging Waiver Program, Alternatives Program and Caregiver Program.

2.02. Contractor enters into this Agreement, and will remain throughout the term of this agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, any insurance necessary or required for Contractor to perform the services under this contract including but not limited to general liability, automobile, disability, unemployment, and worker's compensation.

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

2.04 Contractor may not subcontract any services to be provided under this Agreement without the express written consent of the San Juan County Case Manager.

2.05 Contractor agrees that it will provide information for, submit to, and authorizes the County to conduct a background check prior to providing service under this Agreement. County may at its sole discretion, terminate this Agreement based on the results of the background check.

ARTICLE 3: COMPENSATION

3.01 As compensation for the services rendered by the Contractor under this Agreement, the County shall pay Contractor the rate of \$12.00 for travel time and meetings with Case Managers. \$22.00 an hour for client visits. There will be a .56 cent per mile, travel fee paid for the translator from home to meeting site.

3.02 Contractor shall not be required to devote full time attention and energy to the performance of Contractor's services pursuant to this Agreement, and this Agreement does not restrict the Contractor from providing similar or other services to the County or others during the term of this Agreement.

ARTICLE 4: BUSINESS EXPENSES

4.01 It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business expenses. Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold the County harmless from claims made by any entity for payment for such expenses incurred.

ARTICLE 5: GENERAL PROVISIONS

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

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

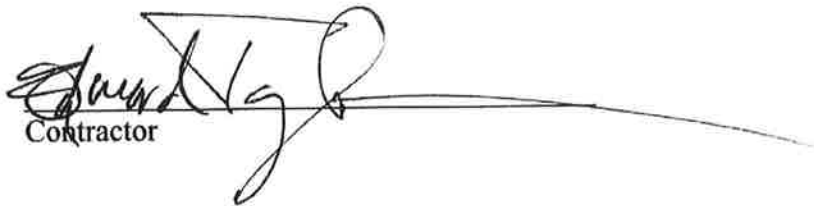
5.03 Severability Clause. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

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

This Agreement is executed in the City of Monticello, County of San Juan State of Utah on this Date _____.

County Commissioner
San Juan County


Contractor



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Comfort At Home Care Alternatives Contract
RECOMMENDATION: Approval

SUMMARY

We contract every year with several home health agencies to provide in home care for our home and community based programs. This is a renewal of the contract for in home care for the Alternatives program.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

This is paid for by the Aging program budget which comes from State, Federal and County funding.

**CONTRACT TO PURCHASE CASE MANAGEMENT
AND HOME HEALTH SERVICES
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Comfort At Home Care, hereinafter referred to as CONTRACTOR.

- II. **CONTRACT PERIOD:** July 1, 2021 thru June 30, 2022. This contract may be canceled by either party upon 30 days written notice.
- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. **PURPOSE OF CONTRACT:** To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. **ATTACHMENTS:**
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. **POLICY(s):**
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: Jana Bauler
Administrator, Comfort At Home Care

Date 5/18/2024

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Skilled Nursing Service	1 visit	\$ N/A
Home Health/Personal Care Aide	1 hour	\$ 24.50
Homemaker	1 hour	\$ 24.50
Travel	Per mile	\$ 1.00
	1/4 hour	\$ 6.13

ATTACHMENT B**CONTRACTOR****RESPONSIBILITIES The**

CONTRACTOR agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide the following services:
 - A. Skilled Nursing
 - B. Home Health Aide
 - C. Personal Care Aide
 - D. Homemaker
 - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Comfort At Home Care Caregiver Contract
RECOMMENDATION: Approval

SUMMARY

We contract every year with several home health agencies to provide in home care for our home and community based programs. This is a renewal of the contract for in home care for the Caregiver program.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

This is paid for by the Aging program budget which comes from State, Federal and County funding.

CAREGIVER RESPITE CARE CONTRACT

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Comfort at Home Care hereinafter referred to as CONTRACTOR

- II. **CONTRACT PERIOD:** July 1, 2021 thru June 31, 2022. This contract may be canceled by either party upon 30 days written notice.
- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. **PURPOSE OF CONTRACT:** To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.
- V. **ATTACHMENTS**
- A. Cost of Service
 - B. CONTRACTOR'S responsibilities
 - C. COUNTY'S responsibilities
 - D. Budget
- VI. **POLICY(s):**
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: Jana Bailey
Administrator, Comfort at Home Care

Date 5/18/2021

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Respite service	1 hour	\$ 22.58
Travel		
Mileage	1 mile	\$ 1.00
Staff	1/4 hour	\$ 5.65

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

- Comply with the Caregiver Respite Care Policy (UCA R510-401), with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.
- II. Provide caregiver respite service along with information and assistance.
 - III. Recruit, hire, train and supervise qualified staff to provide caregiver respite services.
 - IV. Title to all work, records of work, and documents become property of the COUNTY upon termination of the contract.
 - V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
 - VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least four (4) years after last payment has been made on this contract, or until all audits initiated prior to three (3) years after contract termination have been completed.
 - VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
 - VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.
 - IX. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.

- X. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XI. Bring to the attention of the COUNTY the protective service needs of persons served.
- XII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIII. Accept that all caregiver and patient files through this contract shall be COUNTY property:
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C**COUNTY RESPONSIBILITIES**

The COUNTY agrees to:

- Conduct eligibility and assessment activities for current and potential caregiver respite program clients as provided in State Policy**
- II. Provide referrals to CONTRACTOR**
 - III. Maintain fiscal audit trail tied to the individual client.**
 - IV. Maintain inventory of equipment purchases and provide equipment storage if necessary.**
 - V Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.**
 - VI. Make and document periodic monitor reviews of contract provisions.**
 - VII. Provide program development.**
 - VIII. Conduct on-going program evaluation with a written annual report.**
 - IX. Provide technical assistance and training on requests.**



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Homewatch Alternatives Contract
RECOMMENDATION: Approval

SUMMARY

We contract every year with several home health agencies to provide in home care for our home and community based programs. This is a renewal of the contract for in home care for the Alternatives program.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

This is paid for by the Aging program budget which comes from State, Federal and County funding.

**CONTRACT TO PURCHASE CASE MANAGEMENT
AND HOME HEALTH SERVICES
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Homewatch Caregivers, hereinafter referred to as CONTRACTOR.

- II. **CONTRACT PERIOD:** July 1, 2021 thru June 30, 2022. This contract may be canceled by either party upon 30 days written notice.
- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. **PURPOSE OF CONTRACT:** To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.
- V. **ATTACHMENTS:**
- A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment
- VI. **POLICY(s):**
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: Michelle McKee
Administrator, Homewatch CareGivers

Date June 2, 2021

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Skilled Nursing Service	1 visit	\$
Home Health/Personal Care Aide	1 hour	\$
Homemaker	1 hour	\$
Travel	Per mile 1/4 hour	\$

ATTACHMENT B**CONTRACTOR****RESPONSIBILITIES** The

CONTRACTOR agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide the following services:
 - A. Skilled Nursing
 - B. Home Health Aide
 - C. Personal Care Aide
 - D. Homemaker
 - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Homewatch Caregivers Caregiver Contract
RECOMMENDATION: Approval

SUMMARY

We contract every year with several home health agencies to provide in home care for our home and community based programs. This is a renewal of the contract for in home care for the Caregiver program.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

This is paid for by the Aging program budget which comes from State, Federal and County funding.

CAREGIVER RESPITE CARE CONTRACT

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and Homewatch Caregivers hereinafter referred to as CONTRACTOR

- II. **CONTRACT PERIOD:** July 1, 2021 thru June 31, 2022. This contract may be canceled by either party upon 30 days written notice.
- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment; any invoices turned in from the past year after this time will not be processed for payment.
- IV. **PURPOSE OF CONTRACT:** To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.
- V. **ATTACHMENTS**
- A. Cost of Service
 - B. CONTRACTOR'S responsibilities
 - C. COUNTY'S responsibilities
 - D. Budget
- VI. **POLICY(s):**
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: Michelle Mckee
Administrator, Homewatch CareGivers

Date June 2, 2021

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

Unit _____ Fee

Respite service

1 hour \$

Travel

Mileage

1 mile

Staff

1/4 hour

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

- Comply with the Caregiver Respite Care Policy (UCA R510-401), with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.
- II. Provide caregiver respite service along with information and assistance.
 - III. Recruit, hire, train and supervise qualified staff to provide caregiver respite services.
 - IV. Title to all work, records of work, and documents become property of the COUNTY upon termination of the contract.
 - V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
 - VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least four (4) years after last payment has been made on this contract, or until all audits initiated prior to three (3) years after contract termination have been completed.
 - VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
 - VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.
 - IX. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.

- X. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XI. Bring to the attention of the COUNTY the protective service needs of persons served.
- XII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIII. Accept that all caregiver and patient files through this contract shall be COUNTY property:
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C**COUNTY RESPONSIBILITIES**

The COUNTY agrees to:

Conduct eligibility and assessment activities for current and potential caregiver respite program clients as provided in State Policy

- II. Provide referrals to CONTRACTOR
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Maintain inventory of equipment purchases and provide equipment storage if necessary.
- V Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- VI. Make and document periodic monitor reviews of contract provisions.
- VII. Provide program development.
- VIII. Conduct on-going program evaluation with a written annual report.
- IX. Provide technical assistance and training on requests.



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: Rocky Mountain Home Health Alternatives Contract

RECOMMENDATION: Approval

SUMMARY

We contract every year with several home health agencies to provide in home care for our home and community based programs. This is a renewal of the contract for in home care for the Alternatives program.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

This is paid for by the Aging program budget which comes from State, Federal and County funding.

**CONTRACT TO PURCHASE CASE MANAGEMENT
AND HOME HEALTH SERVICES
(Home and Community Based Alternatives program - HCBA)**

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and BCBU Inc dba Rocky Mountain Home Health, 598 W 900 S, Suite 220, Woods Cross, UT 84010, hereinafter referred to as CONTRACTOR.

- II. **CONTRACT PERIOD:** July 1, 2021 thru June 30, 2022. This contract may be canceled by either party upon 30 days written notice.

- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.

- IV. **PURPOSE OF CONTRACT:** To provide to eligible residents of San Juan County who are at high risk of nursing home admission, skilled nursing, home health aide, personal care aide and homemaker services.

- V. **ATTACHMENTS:**
 - A. Prices
 - B. CONTRACTOR'S Responsibilities
 - C. COUNTY'S Responsibilities
 - D. Budget Attachment

- VI. **POLICY(s):**

Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: DocuSigned by:
Kevin Anderson
0EFC7F813DEF4ED

Administrator, Rocky Mountain Home Care

Date 6/2/2021

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Skilled Nursing Service	1 visit	\$ 64.89
Home Health/Personal Care Aide	1 hour	\$ 59.75
Homemaker	1 hour	\$ 59.75
Travel	Per mile 1/4 hour	\$13.40

ATTACHMENT B**CONTRACTOR****RESPONSIBILITIES** The**CONTRACTOR** agrees to:

Comply with the Home and Community Based Alternatives (HCBA) Standards and Procedures (UCA R510-400) and Title 3-B of the Older Americans Act, and SSBG with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.

- II. Provide the following services:
 - A. Skilled Nursing
 - B. Home Health Aide
 - C. Personal Care Aide
 - D. Homemaker
 - E. Other services as deemed appropriate and necessary
- III. Recruit, hire, train and supervise qualified staff.
- IV. Title to all work, records of work, documents, and equipment purchased with HCBA funds are property of the COUNTY thru the duration of this contract.
- V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
- VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least five (5) years after last payment has been made on this contract, or until all audits initiated prior to five (5) years after contract termination have been completed. All patient records and documents are property of the COUNTY in relation to this contract.
- VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
- IX. VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.

- X. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
- XI. Shall maintain general liability insurance coverage in the amount of \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XII. Bring to the attention of the COUNTY the protective service needs of persons served.
- XIII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY

RESPONSIBILITIES The

COUNTY agrees to:

- I. Conduct eligibility and assessment activities for current and potential HCBA program clients as provided in State Policy.
- II. Provide referrals to CONTRACTOR.
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- V. Make and document periodic monitor reviews of contract provisions.
- VI. Provide program development.
- VII. Conduct on-going program evaluation with a written annual report.
- VIII. Provide technical assistance and training on requests.
- IX. Authorize individual waivers to approve services for clients with extenuating circumstances.
- X. Maintain inventory of all equipment purchased thru HCBA program. All equipment purchased thru this contract will be the property of the COUNTY. Arrange for clients to access the equipment needed on case by case basis.



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Rocky Mountain Home Health Caregiver Contract
RECOMMENDATION: Approval

SUMMARY

We contract every year with several home health agencies to provide in home care for our home and community based programs. This is a renewal of the contract for in home care for the Caregiver program.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

This is paid for by the Aging program budget which comes from State, Federal and County funding.

CAREGIVER RESPITE CARE CONTRACT

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, BCBU Inc. dba Rocky Mountain Home Care, 598 W 900 S, Suite 220, Woods Cross, UT 84010, hereinafter referred to as CONTRACTOR

- II. **CONTRACT PERIOD:** July 1, 2021 thru June 31, 2022. This contract may be canceled by either party upon 30 days written notice.
- III. **METHOD OF CONTRACTOR PAYMENT:** The CONTRACTOR shall be reimbursed by the COUNTY, rates specified in Attachment A, for services provided in accordance with the terms and conditions of the contract. The CONTRACTOR shall submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
- IV. **PURPOSE OF CONTRACT:** To provide eligible residents of San Juan County intermittent and/or time limited relief to Caregivers of adults who are suffering chronic long term illnesses or conditions where the level of such caregiving responsibilities creates extreme stress and other sources of informal relief are not sufficient.
- V. **ATTACHMENTS**
- A. Cost of Service
 - B. CONTRACTOR'S responsibilities
 - C. COUNTY'S responsibilities
 - D. Budget
- VI. **POLICY(s):**
Any changes made to the policies concerning this contract will take effect no later than 90 days after adoption of the policy, or sooner upon agreement by both parties.

SIGNATURES:

In witness whereof, the parties sign and cause this contract to be executed:

CONTRACTOR: DocuSigned by:
Kevin Anderson
06FC7E8130EEF4ED
 Kevin Anderson Administrator, BCBU Inc. dba Rocky Mountain Home Care

Date 6/2/2021

COUNTY: _____
Chairman, San Juan County Commission

Date _____

COUNTY: _____
Tammy Gallegos, Director, Area Agency on Aging

Date _____

ATTACHMENT A

COST OF SERVICE

	<u>Unit</u>	<u>Fee</u>
Respite service	1 hour	\$58.75
Travel		
Mileage	1 mile	\$13.40
Staff	1/4 hour	

ATTACHMENT B

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR agrees to:

- Comply with the Caregiver Respite Care Policy (UCA R510-401), with greatest concern for rural elderly, those with greatest economic and social need, particularly low-income minority, and those with severe disabilities with the objective of informing such persons of the availability of services.
- II. Provide caregiver respite service along with information and assistance.
 - III. Recruit, hire, train and supervise qualified staff to provide caregiver respite services.
 - IV. Title to all work, records of work, and documents become property of the COUNTY upon termination of the contract.
 - V. Keep financial records and records of client progress in strictest confidence and provide access only to county, state or federal officials regarding these records. In addition, financial records indicating the collection of fees shall be maintained as required by county, state and/or federal regulations. Records will be released according to CONTRACTOR's policies and procedures.
 - VI. Keep on file, fiscal and other records necessary for reporting and accountability required by the COUNTY and shall retain such records for at least four (4) years after last payment has been made on this contract, or until all audits initiated prior to three (3) years after contract termination have been completed.
 - VII. Hold harmless, defend, and indemnify the COUNTY for all claims made against the COUNTY as a result of the acts or omissions of any employee or person retained by the CONTRACTOR, or, arising out of work performed by the CONTRACTOR under authority of this agreement.
 - VIII. Allow for site visits by county, state, or federal officials for the purpose of monitoring services and/or resolving consumer complaints of this agreement.
 - IX. Meet all applicable licensing or other standards required by Federal or State laws or regulations and ordinances of the City and County in which the services and/or care is provided and continue to comply with such licensing for duration of the contract period.
 - X. Shall maintain general liability insurance coverage in the amount of

- \$100,000 and automobile insurance coverage with a combined single limit, or the equivalent of not less than \$300,000.
- XI. Bring to the attention of the COUNTY the protective service needs of persons served.
 - XII. Submit to the COUNTY, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered.
 - XIII. Accept that all caregiver and patient files through this contract shall be COUNTY property:
 - XIV. Attend training provided by the State Division of Aging and Adult Services.

ATTACHMENT C

COUNTY RESPONSIBILITIES

The COUNTY agrees to:

Conduct eligibility and assessment activities for current and potential caregiver respite program clients as provided in State Policy

- II. Provide referrals to CONTRACTOR
- III. Maintain fiscal audit trail tied to the individual client.
- IV. Maintain inventory of equipment purchases and provide equipment storage if necessary.
- V Assist applicants or recipients in following procedures for a Fair Hearing regarding delivery of services.
- VI. Make and document periodic monitor reviews of contract provisions.
- VII. Provide program development.
- VIII. Conduct on-going program evaluation with a written annual report.
- IX. Provide technical assistance and training on requests.



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Rocky Mountain Home Health RN Contract
RECOMMENDATION: Approval

SUMMARY

We contract with Rocky Mountain home health to provide RN-Care plan services for our Aging Waiver program. This is a renewal of the contract for RN services for the Aging Waiver program.

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

This is paid for by the Aging program budget which comes from State, and Federal funding.

**San Juan County
Independent Contractor Agreement**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

CONTRACT PRINCIPLES: San Juan County, San Juan County Courthouse, P.O. Box 9, Monticello, Utah 84535, hereinafter referred to as COUNTY, and BCBU Inc. dba Rocky Mountain Home Health, 598 W 900 S, Suite 220, Woods Cross, UT 84010, hereinafter referred to as CONTRACTOR.

CONTRACT PERIOD: July 1, 2021 thru June 30, 2022. This contract may be canceled by either party upon 30 days written notice.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to perform duties related to the San Juan County Aging Waiver Program by providing care plans and assessments assigned to them by the San Juan County Case Manager(s).

2.02. Contractor enters into this Agreement, and will remain throughout the term of this agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, any insurance necessary or required for Contractor to perform the services under this contract including but not limited to general liability, automobile, disability, unemployment, and worker's compensation.

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

2.04 Contractor may not subcontract any services to be provided under this Agreement without the express consent of the San Juan County Case Manager.

2.05 Contractor agrees that it will provide information for, submit to, and authorizes the County to conduct a background check prior to providing service under this Agreement. County may at its sole discretion, terminate this Agreement based on the results of the background check.

ARTICLE 3: COMPENSATION

3.01 As compensation for the services rendered by the Contractor under this Agreement, the County shall pay Contractor the rate of \$350.00 for every assessment/reassessment and care plan for in home clients in San Juan County with the

exception of clients that live at Navajo Mountain the rate then will be \$400 per assessment/reassessment and care plan. For every 15 minute increment that does not deal with an assessment but with care plan follow up there will be a rate of 5.21 per 15 minute for a total of \$20.84 an hour.

3.02 Contractor shall not be required to devote full time attention and energy to the performance of Contractor's services pursuant to this Agreement, and this Agreement does not restrict the Contractor from providing similar or other services to the County or others during the term of this Agreement.

3.03 Contractor shall submit to the County, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment.

ARTICLE 4: BUSINESS EXPENSES

4.01 It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business expenses. Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold the County harmless from claims made by any entity for payment for such expenses incurred.

ARTICLE 5: GENERAL PROVISIONS

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

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

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

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

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

This Agreement is executed in the City of Monticello, County of San Juan State of Utah on this Date _____.

County Administrator
San Juan County

DocuSigned by:
Kevin Anderson

Contractor



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Utah Legal Services Contract
RECOMMENDATION: Approval

SUMMARY

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

HISTORY/PAST ACTION

Renewal of Contract

FISCAL IMPACT

This is paid for by the Aging program budget which comes from State, and Federal funding.

FY 2022
CONTRACT FOR LEGAL SERVICES

SAN JUAN COUNTY AREA AGENCY ON AGING

This agreement is between the **San Juan County Area Agency on Aging**, herein referred to as **Contractor**, and **Utah Legal Services, Inc.**, herein referred to as **Provider**. This contract shall be effective as of July 1, 2021 and shall terminate on June 30, 2022, unless terminated sooner in accordance with the terms and conditions of this contract.

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

I. PAYMENT

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

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

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

II. ELIGIBILITY

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

III. DESCRIPTION OF SERVICES

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

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

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

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

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

IV. RECORDS AND BILLING

4.1 Contractor shall pay all claims from Provider for services rendered hereunder, limited to the amount stated in paragraph 1.1. All claims shall be made by Provider quarterly with the final claim under this contract submitted no later than June 30, 2022.

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

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

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

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

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

V. GENERAL PROVISIONS

It is mutually agreed that:

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

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

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

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

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

EXECUTION OF CONTRACT

FOR SAN JUAN COUNTY AREA AGENCY ON AGING:

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

Kenneth Maryboy
Commission Chair
San Juan County Commission



Appendix I**San Juan County Area Agency on Aging****CASE SERVICE PRIORITIES
UTAH LEGAL SERVICES, INC.
FY 2022**

Case Service Priorities represent one of two criteria for accepting/rejecting particular client matters. The other criterion is legal merit. Advice, flyers and referral will be given wherever relevant.

To the extent practical, priority will be given to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, and neglect to individuals to whom representation is not otherwise available. Particular attention shall be given to the needs of low income minority individuals, and individuals with "social or economic needs" (as defined in the Older Americans Act). Case service priorities for the total hours of client representation and counseling provided under the contract shall be targeted as follows within the following legal categories:

CONSUMER: collections, repossessions, garnishments, credit access, contracts, warranties, unfair sales, loans, installments, and bankruptcy.

FAMILY: guardianship, conservatorship, custody, visitation rights, power of attorney, divorce, separation, and spouse abuse.

HEALTH: Medicare and Medicaid benefits, rights and payments, and physical disability.

HOUSING: subsidized housing, real property, landlord-tenant issues, tax abatement, and other public housing issues.

INCOME MAINTENANCE: Social Security, SSI, unemployment, veteran's benefits, Food Stamps, Workers Compensation, AFDC and other welfare.

MISCELLANEOUS: wills, estates, immigration, and mental health.

NO FEE-GENERATING MATTERS WILL BE ACCEPTED FOR REPRESENTATION.

[The following text is extremely faint and illegible. It appears to be a list of items or a detailed report, but the content cannot be transcribed.]



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021

ITEM TITLE, PRESENTER: Ratification of the \$4,500 Sole Source Contract with Natalie Randall and San Juan County for Economic Development/Visitor Services Grant and Transition Consulting Services, Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Approving the Agreement

SUMMARY

There are multiple critical grants that are due within the next several months. Since we have yet to hire a Economic Development/Visitor Services Director, we have reached out to Natalie to assist in the grant process as well as providing transition consulting once a Economic Development/Visitor Services Director is hired.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

\$4,500 already budgeted in Salaries.

STANDARD SERVICE PROVIDER CONTRACT

Item 16.

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:	Natalie Randall	Contact Phone Number:	(435) 587-3235
Contact Person:	Natalie Randall	Contact Email Address:	
Address:	PO Box 773 Monticello, Utah 84535	Type of Service:	Economic Development/Visitor Services Grant and Transition Consulting Services

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

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

The parties therefore agree as follows:

1. Scope of Services. The Service Provider agrees as follows:

- A. Service Provider shall provide full services required for consulting, completing and advising San Juan County in up-and-coming grant opportunities; and
- B. Service Provider shall provide transition consulting services to a new Economic Development/Visitor Services Director once hired to ensure a smooth and adequate transition in order to maintain ongoing progress; and
- C. Service Provider shall coordinate services with current staff, the County Administrator and Board of Commissioners as needed or requested.

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 an amount not to exceed Four-Thousand and Five Hundred Dollars and No/100 (\$4,500.00).
- B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes 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 September 30, 2021 at 11:59 p.m.

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 30th day after San Juan County's notice is effective under section 8.
- D. San Juan County may terminate this contract, 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 per law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
- (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer’s warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, 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. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against San Juan County, San Juan County’s officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees (“San Juan County Indemnitees”) that arises out of this contract or the acts or omissions of Service Provider (each, a “Claim”), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”) and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (“Litigation Expense”) (Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.

7. Notices. All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>		<u>Service Provider</u>
San Juan County Attn: Mack McDonald, CAO 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	Natalie Randall PO Box 773 Monticello, UT 84535

8. 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.

- 9. **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.

- 10. **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.

- 11. **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.

- 12. **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.

- 13. **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.

- 14. **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.

- 15. **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 16.

SAN JUAN COUNTY

By: F.P. Mack McQuay

San Juan County Board of County Commissioners

Date: 6-7-2021

ATTEST:

John David Nielson

John David Nielson
San Juan County Clerk/Auditor

Date: 6/8/21

NATALIE RANDALL

N. Randall

Natalie Randall

Date: 6/7/21



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021

ITEM TITLE, PRESENTER: San Juan County Economic Development and Visitor Services is applying for two co-op opportunities. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion of Support for the application and request for funding.

SUMMARY

San Juan County Economic Development and Visitor Services is applying for two co-op opportunities.

Traditional co-op is a 1:1 match grant that we apply for annual to further leverage our TRT dollars. The total project value is \$550,000, with a match from SJC's TRT marketing dollars of \$275,000.

This year's co-op grant application is for a "Love, Mother Nature" campaign that will both invite and educate visitors on the region. This campaign includes a thorough digital media, traditional media, and PR element to the campaign.

As San Juan County continues to gain recognition, it is apparent to all who visit that this area is the hidden gem of Utah - with vast open spaces and mystifying archaeological features, unique to only San Juan County. Educating visitors and creating a sense of excitement about the area is the primary goal of our campaign for 2022 by touching on a familiar feeling we can all relate to.

Our secondary goal, similar to what we've promoted in years past, is to gear our advertising towards visitors and future guests to encourage them to not only come to recreate, but also to stay and shop in the local San Juan Community to continue to showcase all the area has to offer to its travelers.

Forever Mighty co-op, this is a 2:1 matching grant that is a one-time funding source from the Utah Office of Tourism (UOT). This grant focuses around the creation of marketing materials that support the Forever Mighty initiative rolled out by UOT. San Juan County's total project is \$67,375 with SJC's match from TRT being \$22,458.

This effort will focus on improving the county's assets around the Recreate Responsibly efforts. This includes a trail website, landing page on UCC's site for recreate responsibly content, video creation on key recreation suggestions, accompanying info sheets, and stakeholder engagement surrounding these efforts.

HISTORY/PAST ACTION

Each year, the County applies for these grants to supplement the County's Economic Development/Visitor Services Budget.

FISCAL IMPACT

\$550,000 and \$67,375, respectively.



SAN JUAN COUNTY COMMISSION

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

June 11, 2021

Utah Office of Tourism
Co-Op Marketing Committee
Council Hall/Capitol Hill
Salt Lake City, UT 84114

RE: San Juan County- Utah's Canyon Country Co-Op Grant 2022 Applications

Tourism Marketing Performance Co-Op Grant Committee:

This letter signifies support of the co-op grant funding applications being submitted for the promotion of San Juan County- Utah's Canyon Country.

As the San Juan County Board of Commissioners, we support these efforts and commit the matching funding totaling \$297,458 for the below listed projects will be available from the County's 2021 budget.

Project 1: San Juan County- Utah's Canyon Country Traditional Co-op Grant Application
(1:1 match): \$275,000

Project 2: San Juan County - Utah's Canyon Country Forever Mighty Grant Application
(2:1 match): \$22,458

Thank you for your consideration in the affirmative of the request.

Sincerely,



San Juan County Fire Restrictions Effective June 9, 2021

San Juan County, in support of the Division of Fire Forestry and State Lands has recognized that the current and forecasted weather situation coupled with extremely dry accumulations of dense vegetation throughout Southeast Utah, have created hazardous wildfire conditions. As a result, beginning June 9, 2021, all Unincorporated Private lands in San Juan County are under fire restrictions:

These fire restrictions will be in place until the fire hazard subsides.

1. No open fires of any kind except within established facilities in improved campgrounds or day-use areas on public lands. -OR- In permanently constructed fire pits at permanent private dwellings served by pressurized running water.
2. Smoking, except within an enclosed vehicle, trailer or building, a developed recreation site or while stopped in an area that is paved or free from dry vegetation.
3. Cutting, welding or grinding metal in areas of dry vegetation.
4. Operating a motorcycle, chainsaw, ATV, or other small internal combustion engine without an approved and working spark arrestor.
5. No discharging, firing or using any kind of fireworks.

These restrictions do not apply to land or lands within incorporated towns and cities; however, each municipality may have similar or more restrictive ordinances.

Any of the above acts is a violation of state law and is punishable by up to 6 months in jail and a fine of up to \$1,000. These restrictions will be enforced by county law enforcement.

For more specific information including copies of the fire restriction orders and maps showing the affected areas, please visit www.utahfireinfo.gov.

Jason Torgerson, San Juan County Sheriff

San Juan County Commission Chair

David Gallegos, San Juan County Fire Chief

Tammy Gallegos, San Juan County Emergency Manager



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021

ITEM TITLE, PRESENTER: Memorandum of Agreement, Todd Adair – Road Superintendent

RECOMMENDATION: Approve Agreement

SUMMARY

The agreement between San Juan County and Lithified Technologies is for funds to chip seal two county roads (CR2481 – County Landfill and CR110 – Dude Ranch).

HISTORY/PAST ACTION

Lithified Technologies agrees to pay \$82,000.00 to San Juan County toward the cost of chip sealing the above mentioned county roads.

FISCAL IMPACT

\$82,000.00 paid to San Juan County Road Department



ROAD DEPARTMENT

P.O. Box 188 | 885 East Center St | Monticello, Utah 84535
 (435) 587-3230 | Fax: (435) 587-2771

MEMORANDUM OF AGREEMENT

This AGREEMENT BETWEEN OWNER AND VENDOR FOR INTEGRATED PROJECT DELIVERY (“Agreement”) is made and entered as of this June 7, 2021, by and between LITHIFIED TECHNOLOGIES US, LLC (“Vendor”) and SAN JUAN COUNTY (“Owner”). The Vendor and Owner may be referred to individually as a “Party” and collectively as the “Parties”.

In consideration of the mutual promises and covenants in this Agreement, of which the receipt and sufficiency are hereby acknowledged, the Parties agree to the terms as follows:

Services Provided

The Owner agrees to perform and complete the following services in a timely, efficient, and professional manner:

A single chip seal beginning at the junction of Highway 191 and County Road 2481 – County Landfill for 0.54 miles. A single chip seal beginning at the junction of Highway 191 and County Road 110 – Dude Ranch for 2.20 miles in San Juan County, Utah.

Terms and Conditions

➤ TERM

This agreement will take effect from June 7, 2021 and will remain in effect until September 30, 2021. This agreement may be terminated earlier by the final completion of services by the Owner through the termination clause provided herein.

➤ DEPOSIT REQUIRED

The Vendor agrees to deposit 100% of the total estimated costs, amounting to \$82,000.00 U.S. dollars to the Owner, upon signing this agreement.

TERMINATION

The Owner may terminate this Agreement at any time should the Vendor violate or fail to meet the specifications of this Agreement. Payment will be made to the Owner for work performed as agreed in the amount of \$82,000.00.

INDEMNIFICATION

The Owner will indemnify and hold harmless the Vendor from and against all claims, damages, losses and expenses arising out of or resulting from commission or omission of acts of the Owner.

GOVERNING LAW

The terms and conditions of this Agreement will be governed by the laws of the State of Utah.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between Parties and supersedes all prior agreements relating to the subject matter of this agreement.

LITHIFIED TECHNOLOGIES

BY: Robert Sherwin 6-9-2021
Bob Sherwin – CEO Date

SAN JUAN COUNTY

BY: Todd Adair 6-9-2021
Todd Adair – Road Superintendent Date



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021

ITEM TITLE, PRESENTER: Consideration and Approval of the LeGrand Johnson Contract for the Cal Black Airport Runway Rehabilitation Project, Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Approving the Agreement

SUMMARY

During the March 2, Commission Meeting, the Commissioners approved the recommendation and Notice of Award for the Cal Black Memorial Airport U96 Runway Rehabilitation Project and Authorized signing the Notice of Award for Le Grand Johnson for the project.

Enclosed is the contract for the project including required bond information.

HISTORY/PAST ACTION

March 2, 2021, the Board of Commissioners approved the Notice of Award.

FISCAL IMPACT

None.

Bond Number: 019078013

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Kilgore Companies dba LeGrand Johnson, as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company as Surety, licensed to do business as such in the State of Utah, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto San Juan County, Monticello, Utah, as Oblige, and hereinafter called Owner, in the penal sum of Two Million Nine Hundred Ninety-Seven Thousand Ninety-One and 70/100 Dollars (\$2,997,091.70) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with San Juan County for Rehabilitate Runway 1-19, Replace Runway Lighting System, and Pavement Maintenance, Schedules I, II and III, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers of equipment employed on the job, and other claimants, for all labor performed in such work whether done for the prime contractor, a subcontractor, the Surety, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Utah, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against the Contractor, against the Surety or its completion contractor, through a subcontractor or otherwise, and, further, if the Contractor shall defend, indemnify and hold San Juan County harmless from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any conditions legally required to be included in a payment bond on this contract, including but not limited to those set out in the applicable Utah state section of the Owner Charter, are included herein by reference.

The Surety agrees that, in the event that the Contractor fails to make payment of the obligations covered by this bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim here under stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed and (b) will pay any amounts that are undisputed. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith here under.

While this bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the Owner, to the use of such party. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

WAIVER. The said Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in San Juan County, Utah, or in the United States District Court for the District of Utah.

IN WITNESS WHEREOF, the above parties have executed this instrument the 20th day of April, 2021.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture

(Signature of sole proprietor or general partner)

Kilgore Companies, LLC dba LeGrand
Johnson Construction Co.

B. Corporation

Name of Corporate Principal

Attest: [Signature]
Secretary (affix seal)

By [Signature]
Russell A. Larsen, Chief Operating Officer

SIGNATURE OF SURETY

Name and address of Corporate Surety

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

By [Signature] (seal)
Attorney in Fact (attach power of attorney)
Megan J. Schlueter



ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

Bond Number: 019078013

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Kilgore Companies dba LeGrand Johnson as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company as Surety, licensed to do business as such in the State of Utah, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto San Juan County, Monticello, Utah, as Obligee, hereinafter called Owner, in the penal sum of Two Million Nine Hundred Ninety-Seven Thousand Ninety-One and 70/100 Dollars (\$2,997,091.70) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with San Juan County for Rehabilitate Runway 1-19, Replace Runway Lighting System, and Pavement Maintenance, Schedules I, II and III, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the contract, and, further, shall defend, indemnify and hold the Owner harmless from all damages, loss and expense occasioned by any failure whatsoever of said Contractor and Surety to fully comply with and carry out each and every requirement of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that Contractor shall be and is declared by the Owner to be in default under the Contract, the Owner having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by the Owner to the Contractor. If the completion contract provides for more rapid payment than the Contract, then Surety shall advance such sums as are needed to make payment as provided in the completion contract and shall recover it from the Owner when payment from the Owner is due.


No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in San Juan County, Utah, or in the United States District Court for the District of Utah.

WAIVER. The said surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 20th day of April, 2021.

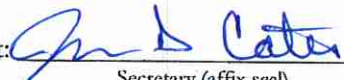
SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture


(Signature of sole proprietor or general partner)

Kilgore Companies, LLC dba
LeGrand Johnson Construction Co.
Name of Corporate Principal

B. Corporation

Attest: 
Secretary (affix seal)

By _____
Russell A. Larsen, Chief Operating Officer

SIGNATURE OF SURETY

Name and address of Corporate Surety
Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

By  (seal)
Attorney in Fact (attach power of attorney)
Megan J. Schlueter

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Megan J. Schlueter

all of the city of Raleigh, state of NC, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surely obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: *David M. Carey*

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of April, 2021.



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CONTRACT AGREEMENT

Cal Black Memorial Airport
San Juan County, Utah
AIP PROJECT NO. 3-49-055-016-2020/-018-2021

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between San Juan County, Party of the First Part, hereinafter referred to as the “Owner”, and Kilgore Companies dba LeGrand Johnson, Party of the Second Part, hereinafter referred to as the “Contractor,” for the construction of airport improvement including Rehabilitate Runway 1-19, Replace Runway Lighting System, and Pavement Maintenance, Schedules I, II and III, and other incidental work at the Cal Black Memorial Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of “Extra Work” authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the “Contract” shall include “Contract Documents” as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor’s Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said “Contract Documents” are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the “Contractor” and included in the “Contract Documents.”

ARTICLE 5. The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the original estimated quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a Notice to Proceed and the Contractor further agrees to complete said work within 47 calendar day(s). Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of \$500.00/calendar day(s) shall be paid to the Airport for that time which exceeds the number of Calendar days allowed in this paragraph. In addition, up to \$1,730.00/calendar day(s) for the construction manager plus up to \$1,390.00/calendar day(s) for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of Calendar days allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

ARTICLE 7. The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by owner that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Owner's performance under the contract is subject to receipt of funds from the FAA and further is subject to annual appropriation by Owner in accordance with a budget adopted by the County Commission. Owner may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

The total estimated cost for AIP project #3-49-055-016-2020/-018-2021, Schedules I, II and III, thereof to be Two Million Nine Hundred Ninety-Seven Thousand Ninety-One and 70/100 Dollars (\$2,997,091.70).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part

OWNER, Party of the First Part

Kilgore Companies dba LeGrand Johnson

San Juan County

By: 

By: _____

Russell A. Larsen, Chief Operating Officer
(Office or Position of Signer)

(Office or Position of Signer)

(SEAL)

(SEAL)

ATTEST: 

ATTEST: _____

Jason D. Cates, Controller
(Office or Position of Signer)

(Office or Position of Signer)



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021

ITEM TITLE, PRESENTER: Consideration and Approval of the Cal Black 2021 Cooperative Agency Agreement Between San Juan County and the Aeronautical Operations Division of the State of Utah, Utah Department of Transportation for the Coronavirus Response and Relief Supplemental Appropriations Act Grant Award of \$9,000

RECOMMENDATION: Make a Motion Approving the Agreement

SUMMARY

This year, the FFA, allocated \$9,000 in grant money to the County's Cal Black Airport for Coronavirus Response and Relief Supplemental Appropriations to be used for Maintenance.

HISTORY/PAST ACTION

San Juan County has used a majority of these funds, which will be reimbursed for the installation of a new HVAC System for the building.

FISCAL IMPACT

Reimburses maintenance costs already spent this year on the HVAC upgrades.

COOPERATIVE AGENCY AGREEMENT

THIS AGREEMENT by and between the Aeronautical Operations Division of the State of Utah, Utah Department of Transportation, hereinafter called the "Division", and **San Juan County**, hereinafter called the "Sponsor",

WITNESSETH:

WHEREAS, the Sponsor, with the approval of the Division, intends to apply for Federal Funds in aid of an airport project under the 2021 “**Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act)**”; and

WHEREAS, under the provisions of Utah Title 72, Chapter 10, Part 3, Federal Airport Funds Act, as amended, the Sponsor appoints the Division its agent for the purpose therein stated,

NOW, THEREFORE, it is agreed by the respective parties: The Sponsor appoints the Division as agent for the Sponsor and the Division agrees to act as agent of the Sponsor for the purpose of accepting, receiving, and receipting for, and disbursing Federal monies and other public monies other than those of the Sponsor made available to finance in whole or in part the planning, construction, and improvement of the **Halls Crossing – Cal Black Memorial Airport** in connection with airport project **3-49-0055-019-2021. (CRRSA Act Grant)**

Federal regulations require the Utah Department of Transportation to insure audit coverage of all federal funds passing through the Department to other agencies, the Sponsor agrees to provide the Department with an audit report in conformance with the United States General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities, and Functions; Guidelines for Financial and Compliance Audits for Federally Assisted Programs; Office of Management and Budget Circular A-133, and compliance supplements approved by the Office of Management and Budget. Audit reports in compliance with the above regulations are required for any fiscal year during which costs covered by this agreement are incurred. The audit reports are

to be submitted to the Utah Department of Transportation, Office of Internal Audit, 4501 South 2700 West, Salt Lake City, Utah 84119-5998, within 180 days (6 months) of the close of the fiscal year.

The Division does hereby acknowledge its approval of the Federal Aid for the improvement of the airport. Upon receipt of federal funds under this agreement, the Division shall deposit said funds with the State Treasurer from which a state warrant will be issued to the sponsor.

The sponsor shall process and submit to the Division for its approval and/or execution all proper documents, including the project application, plan set, specifications, applications for payment and project completion documentation.

This Agreement shall remain in full force and effect until the present project for the airport development under the “**Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act)**” herein before referred to shall have been either substantially accomplished or abandoned by the Sponsor. It shall not apply to any subsequent or additional projects, nor to any program for development in which the United States does not participate financially.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals.

Authorized Official (Date)

State of Utah
Department of Transportation
Aeronautical Operations Division

Director

Attest:

Attest:

Recorder (Seal)

Division of Aeronautics



COMMISSION STAFF REPORT

MEETING DATE: June 1, 2021

ITEM TITLE, PRESENTER: Consideration and Approval of the 2022 - 2025 - General Grant - Targeted Case Management (TCM) - San Juan contract between the Utah Department of Health and San Juan County, Presented by Mike Moulton, Interim Health Officer

RECOMMENDATION: Make a motion approving the agreement.

SUMMARY

The general purpose of this contract is to set out the obligations of the parties in order to claim Federal Financial Participation “FFP” for targeted case management services delivered to Medicaid eligible children birth through age 3 at the time of the service, and currently enrolled in the Medicaid program.

CONTRACT PERIOD: The service period of this contract is 07/01/2021 through 06/30/2025, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.

CONTRACT AMOUNT: The DEPARTMENT agrees to pay \$170,728.00 in accordance with the provisions of this contract. This contract is funded with 70% federal funds, 30% state funds, and 0% other funds.

HISTORY/PAST ACTION

This is a renewal of the 5-year TCM contract which has been in effect since 2016.

FISCAL IMPACT

These funds are included in the current proposed budget.



UTAH DEPARTMENT OF HEALTH CONTRACT

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

2112303

Department Log Number

State Contract Number

1. **CONTRACT NAME:** The name of this contract is 2022 - 2025 - General Grant - Targeted Case Management (TCM) - San Juan
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

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to set out the obligations of the parties in order to claim Federal Financial Participation "FFP" for targeted case management services delivered to Medicaid eligible children birth through age 3 at the time of the service, and currently enrolled in the Medicaid program.
4. **CONTRACT PERIOD:** The service period of this contract is 07/01/2021 through 06/30/2025, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$170,728.00 in accordance with the provisions of this contract. This contract is funded with 70% federal funds, 30% 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

Medicaid and Health Financing
Directors Office
Krisann Bacon
(385) 377-4168
krisannbacon@utah.gov

7. SUB – RECIPIENT INFORMATION:

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Medicaid Assistance Program	Award Number:	2105UT5MAP
Name of Federal Awarding Agency:	Centers for Medicare and Medicaid Services	Federal Award Identification Number:	2105UT5MAP
CFDA Title:	Medicaid Assistance Program	Federal Award Date:	10/1/2020
CFDA Number:	93.778	Funding Amount:	\$7469.35

Federal Program Name:	Medicaid Assistance Program	Award Number:	2205UT5MAP
Name of Federal Awarding Agency:	Centers for Medicare and Medicaid Services	Federal Award Identification Number:	2205UT5MAP
CFDA Title:	Medicaid Assistance Program	Federal Award Date:	10/1/2021
CFDA Number:	93.778	Funding Amount:	\$29877.40

Federal Program Name:	Medicaid Assistance Program	Award Number:	2305UT5MAP
Name of Federal Awarding Agency:	Centers for Medicare and Medicaid Services	Federal Award Identification Number:	2305UT5MAP
CFDA Title:	Medicaid Assistance Program	Federal Award Date:	10/1/2022
CFDA Number:	93.778	Funding Amount:	\$29877.40

Federal Program Name:	Medicaid Assistance Program	Award Number:	2405UT5MAP
Name of Federal Awarding Agency:	Centers for Medicare and Medicaid Services	Federal Award Identification Number:	2405UT5MAP
CFDA Title:	Medicaid Assistance Program	Federal Award Date:	10/1/2023
CFDA Number:	93.778	Funding Amount:	\$29877.40

Federal Program Name:	Medicaid Assistance Program	Award Number:	2505UT5MAP
Name of Federal Awarding Agency:	Centers for Medicare and Medicaid Services	Federal Award Identification Number:	2505UT5MAP
CFDA Title:	Medicaid Assistance Program	Federal Award Date:	10/1/2024
CFDA Number:	93.778	Funding Amount:	\$22408.05

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 # 2112303

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Kenneth Maryboy
County Commission Chair

Date

By: _____
Shari A. Watkins, C.P.A.
Director, Office of Fiscal
Operations

Date

Special Provisions
Early Childhood Targeted Case Management (TCM) Service
San Juan County

A. Purpose

The purpose of the contract is to set out the obligations of the parties in order to claim Federal Financial Participation “FFP” for targeted case management services delivered to Medicaid eligible children birth through age 3 at the time of the service, and currently enrolled in the Medicaid program.

B. Parties

This contract is between the State of Utah, acting by and through the Department of Health hereinafter referred to as “Department” and San Juan County, hereinafter referred to as “Contractor.” Together, the Department and Contractor shall be referred to as the “Parties.”

C. Term of Contract

This Contract shall take effect on July 1, 2021. This Contract shall automatically terminate on June 30, 2025. The effective date and duration of the contract may change subject to the Contract termination provisions.

D. Definitions

The following definitions apply:

1. “Case Management Services” means services that assist individuals eligible under the State plan in gaining access to needed medical, social, educational and other services.
2. “Targeted Case Management Services” are case management services furnished to particular defined target groups or in any defined locations without regard to requirements related to statewide provision of services or comparability.
3. “Federal Financial Participation” (FFP) refers to the Federal share of Medicaid payments authorized and directed under Section 1903(a) of the Social Security Act, which are available for costs incurred to provide targeted case management and must be matched with nonfederal funds.
4. “Non-Federal Funds” are unencumbered State or local revenue and not Title XIX Federal funds designed for this Contract or other restricted use of Federal funds, unless specifically authorized by law as eligible for use to match other Federal funds.
5. “Contractor” means San Juan County (the “Contractor”).
6. “Medical Home” means the same as defined in the Early Childhood (Ages 0-4) Targeted Case Management Provider Manual published by Utah Medicaid.

E. Basis and Authority

The Utah Department of Health is the single state agency authorized to administer the Medicaid program in Utah. The CONTRACTOR, another governmental agency, provides and subcontracts for targeted case management services on behalf of children, including Early and Periodic Screening, Diagnosis and Treatment (EPSDT) eligible children.

F. Responsibilities

1. The DEPARTMENT shall:

- a. Administer and oversee the program described in this Contract in accordance with applicable Federal regulations and the Utah State Medicaid Plan as it currently exists or is hereafter amended.
- b. Provide the CONTRACTOR, as necessary and requested, timely information, training and guidance to assist the CONTRACTOR to meet the responsibilities under this Contract.
- c. Comply with the requirements of the HIPAA Privacy and Security Rule.
- d. Periodically monitor and evaluate the CONTRACTOR's performance and costs related to this Contract.

2. The CONTRACTOR shall:

Perform outreach, information and referral service coordination, evaluation and monitoring activities as necessary to ensure eligible children receive timely and appropriate assessments and services to address any identified risk factors which include the following:

- a. Visits to the home of the child when practical and necessary, to facilitate case management activities.
- b. Identify and inform the parents or guardians of children about appropriate and available services.
- c. Periodically monitor and evaluate each high-risk child to coordinate service plan changes as needed.
- d. Provide information to families about the importance of establishing and nurturing a "medical home" for the child.
- e. Establish and maintain communication with the primary care provider (medical home) as appropriate.

- f. Notify and consult with DEPARTMENT staff when the CONTRACTOR believes the DEPARTMENT's procedures or standards are inconsistent with the needs of the target population or families.
- g. Provide records and documentation as requested by the DEPARTMENT, when needed for oversight of the Early Childhood Targeted Case Management (TCM) services.
- h. Maintain documentation including case records listing all contacts with and on behalf of the child and family.
- i. Provide a sufficient number of qualified staff, to effectively and efficiently perform the case management responsibilities described in this Contract.
- j. Bill for services provided using the procedure codes outlined in the Early Childhood Targeted Case Management Provider manual.

G. The DEPARTMENT and CONTRACTOR mutually agree to the following provisions set out below.

1. The Contractor shall ensure that in the process of coordinating care, each Enrollee's privacy is protected in accordance with the privacy requirements in 45 CFR parts 160 and 164, subparts A and E.
2. The DEPARTMENT retains full authority and responsibility to approve all policies, rules and interpretations relative to the administration of the Medicaid program and is the sole agency responsible for liaison with the Federal Centers for Medicare and Medicaid Services (CMS). All formal requests for information and clarification must be submitted to CMS by or through the DEPARTMENT.
3. The CONTRACTOR may develop operational documents including training manuals, surveys, brochures, information and referral guides or similar materials. Proposed documents that in any way relate to Medicaid policy and procedures, including the interpretation of such policies and procedures, are subject to the DEPARTMENT'S review and approval prior to dissemination.
4. The parties will notify one another of scheduled training sessions and provide the opportunity for participation, as appropriate, to assure consistency.
5. The parties will exchange complete and accurate information to allow each to effectively and efficiently fulfill their responsibilities. The CONTRACTOR will retain all documentation/records related to administrative claims for a period of five years from the date of service and indefinitely if under review by the DEPARTMENT or the Federal Centers for Medicaid Services (CMS).

6. Perform outreach, information and referral service coordination evaluation and monitoring activities as necessary to ensure eligible children receive timely and appropriate assessments, and services to address any identified risk factors.

H. State Match, Administrative Fees:

1. The CONTRACTOR will pay the State Match on expenditures made by the DEPARTMENT to the CONTRACTOR for TCM services as outlined in the Utah Medicaid Provider Manual for Targeted Case Management: Early Childhood Development for Medicaid Eligible Children.
2. The CONTRACTOR will pay the State Match on expenditures made by the DEPARTMENT to the CONTRACTOR for the Medicaid portion of Medicare Crossover Payments for TCM services.
3. Center for Medicare Medicaid Services (CMS) requires that the DEPARTMENT have the Medicaid State Match in its administrative control prior to drawing down Federal Financial Participation (FFP), the Federal Medicaid portion.
4. Prepayments: Effective for the quarter beginning July 1, 2021, and for each new quarter thereafter, the DEPARTMENT will bill the CONTRACTOR for the State Match and Administrative Fee due approximately 45 days before each new quarter. The billings for the State Match and Administrative Fee will be based on estimates for the upcoming quarter. The estimates will be based on actual Medicaid payments made during the most recently completed quarter. At the end of the State fiscal year, the DEPARTMENT will perform a final reconciliation on the State Match and Administrative Fee. The resulting over/under payment on the State Match and Administrative Fee will be debited or credited to the next quarter's obligation.
5. Administrative Fee: The DEPARTMENT will bill the CONTRACTOR an estimated Administrative Fee based on Medicaid payments for services. The DEPARTMENT will bill the CONTRACTOR quarterly using the following schedule. After the first quarter, the administrative percentage that is applied will be based on cumulative year-to-date expenditures.

Expenditures	Administrative Fee
\$1-\$500,000	3 percent of total
\$500,001 - \$1,000,000	\$15,000 + 2 percent of amount exceeding \$500,000
Greater than \$1,000,000	\$25,000 + 1 percent of amount exceeding \$1,000,000

I. Payments

1. Effective with the quarter beginning July 1, 2021, and for each quarter thereafter, the CONTRACTOR agrees to pay the DEPARTMENT the estimated State Match and Administrative Fee due prior to the beginning of each quarter. The CONTRACTOR agrees to approve the transfer of funds or make payment no later than 15 days prior to each new quarter.
2. The DEPARTMENT will make no payments for services until the State Match and Administrative Fee amounts have been paid.
3. By signing this Contract, the CONTRACTOR guarantees that the State Match and Administrative Fee are derived from State and/or local funds and that the funds have not been transferred to nor received from a non-governmental entity.
4. The CONTRACTOR will pay all Federal Financial Participation (FFP) disallowances resulting from the CONTRACTOR's and/or the CONTRACTOR's provider(s'): (1) failure to comply with Federal regulations, Utah's approved Medicaid State Plan, the Medicaid Provider Agreement, the Utah Medicaid Provider Manual or the terms of this Contract; or (2) failure to implement any corrective action specified by the DEPARTMENT; or (3) mismanagement.

J. Funding

In this agreement, the Contractor is considered a sub-recipient. As such, the maximum potential federal funding for the contract is outlined by each year with the corresponding Award Number, Federal Award Identification Number, Federal Award Date, and Funding Amount as indicated on the signature page.

1. The total maximum potential funding for the contract is outlined by each year, as indicated below.
 - a. FY2022 (7/1/2021-6/30/2022): \$42,682
 - b. FY2023 (7/1/2022-6/30/2023): \$42,682
 - c. FY2024 (7/1/2023-6/30/2024): \$42,682
 - d. FY2025 (7/1/2024-6/30/2025): \$42,682



COMMISSION STAFF REPORT

MEETING DATE: June 15, 2021

ITEM TITLE, PRESENTER: Consideration and Approval of the *COVID-19 San Juan County HD – PPPHEA Expansion 2021* contract between the Utah Department of Health and San Juan County Health Department, Presented by Mike Moulton, Interim Health Officer

RECOMMENDATION: Make a motion approving the agreement (as it allows COVID response capacity to continue through July 31, 2023)

SUMMARY

“PPP” means Payroll Protection Program.

“HEA” means Healthcare Enhancement Program.

The general purpose of this contract is to provide COVID-19 contact tracing, *vulnerable population outreach*, infection prevention and control, and targeted testing.

CONTRACT PERIOD: 01/15/2021 through 07/31/2023, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.

CONTRACT AMOUNT: The Utah Department of Health agrees to pay \$1,909,833.00 in accordance with the provisions of this contract.

This contract is funded with 100% federal funds, 0% state funds, and 0% other funds.

HISTORY/PAST ACTION

This is an extension/renewal of the current contract “COVID-19 San Juan County – PPPHEA 2020” with the addition of more funding and activities supporting ‘*vulnerable population outreach*’

FISCAL IMPACT

These funds are NOT included in the current proposed budget. Next year’s Public Health budget would need to be increased by approximately 1.9 million to allow these funds to be utilized effectively.



UTAH DEPARTMENT OF HEALTH CONTRACT

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

2115321
Department Log Number

212702391
State Contract Number

1. **CONTRACT NAME:** The name of this contract is COVID-19 San Juan County HD – PPPHEA Expansion 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

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide COVID-19 contact tracing, vulnerable population outreach, infection prevention and control, and targeted testing..
4. **CONTRACT PERIOD:** The service period of this contract is 01/15/2021 through 07/31/2023, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$1,909,833.00 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

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

DEPARTMENT

EED ELC Grant
EED ELC Grant
Tonya Merton
(801) 538-6180
tmerton@utah.gov

7. SUB – RECIPIENT INFORMATION:

DUNS: 079815014

Indirect Cost Rate: 0%

Federal Program Name:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	Award Number:	6 NU50CK000536-02-05
Name of Federal Awarding Agency:	Department of Health and Human Services	Federal Award Identification Number:	NU50CK000536
CFDA Title:	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	Federal Award Date:	1/13/2021
CFDA Number:	93.323	Funding Amount:	\$1909833

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 # 2115321

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Kenneth Maryboy Date
County Commission Chair

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

Attachment A: Special Provisions
 COVID-19 San Juan County HD – PPPHEA Expansion 2021
 Effective Date: January 15, 2021

1. DEFINITIONS:
 - 1.1 “Quarter” means each 90-day period starting January 1.
 - 1.2 “Subrecipient” means Contractor.
 - 1.3 “Vulnerable populations” means Racial and ethnic minority communities, refugees, people with disabilities, people experiencing homelessness and/or substance use disorder, people who are economically disadvantaged, tribal nations, schools/ childcare settings.

2. FUNDING:
 - 3.1 Total funding is \$1,909,833.00.
 - A. \$285,475.00 for Infection Prevention (beginning after funds awarded in the PPPHEA grant have been exhausted).
 - B. \$109,620.00 for Epidemiology (beginning after funds awarded in the CARES grant have been exhausted).
 - C. \$107,514.00 for Vulnerable Populations Outreach.
 - D. \$205,798.00 for Community Health Workers.
 - E. \$188,625.00 for Contact Tracing (beginning after funds awarded in the PPPHEA grant have been exhausted).
 - F. \$221,538.00 for ELC Coordinator.
 - G. \$791,263.00 as flexible funds for COVID-19 personnel (beginning after funds awarded in any of the other categories have been exhausted).
 - 3.2 Funds provided by this agreement should not be used until funds provided by the PPPHEA 2020 and/or the DREAM and DCP COVID Response 2020 agreements have been exhausted.
 - 3.3 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.
 - 3.4 The Federal funds provided under this agreement are from the Federal Program and award as recorded on the Contract Pages.
 - 3.5 Pass-through Agency: Utah Department of Health.
 - 3.6 Number assigned by the Pass-through Agency: State Contract Number, as recorded on the Contract Pages this Contract.

3. INVOICING:
 - 4.1 In addition to the General Provisions of the contract, the SUBRECIPIENT must include one column for each funding source in the Monthly Expenditure Report.
 - A. EED – Infection Prevention and Control
 - B. EED – Epidemiology
 - C. EED – Vulnerable Populations Outreach
 - D. EED – Community Health Workers
 - E. EED – Contact Tracing/Vaccine Admin
 - F. EED – ELC Coordinator
 - G. EED – COVID Personnel/flexible funds
 - 4.2 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:
 - 5.1 For Infection Prevention and Control the SUBRECIPIENT must:
 - A. Maintain a minimum of one (1) FTE temporary Infection Preventionist (IP) to work as investigators and contact tracers.

- B. IP to acquire Certification in Infection Prevention and Control, or CIC®, credential no later than July 31, 2023.
 - C. Provide community outbreak identification and response.
 - D. Participate in CIC certification for outbreak response staff.
 - E. Participate in the Infection, Prevention, and Control (IPC) training program.
 - F. Disseminate Project Firstline curriculum in healthcare facilities within the health department's jurisdiction.
 - G. Provide activities to support long-term care facilities investigation in coordination with DEPARTMENT.
 - H. Attend meetings called by the DEPARTMENT.
- 5.2 For Epidemiology the SUBRECIPIENT must:
- A. Attend meetings called by the DEPARTMENT.
 - B. Conduct COVID-19 case investigations and enter data into EpiTrax.
- 5.3 For Vulnerable Populations the SUBRECIPIENT must:
- A. Reach vulnerable populations through communication including: translated educational materials, interpreters, ADA compliant websites and materials, outreach, transportation, testing, contact tracing, data (including Service Point), and provide resources to prevent COVID-19 in vulnerable populations.
 - B. Aim to address social determinants of health barriers that have resulted from COVID-19 (ex; mobile Wi-Fi hotspots for increased internet access for student engagement, working with food banks, working with housing partners, etc.).
 - C. Work with DEPARTMENT to carry out assessments and implement strategies to prevent and protect vulnerable populations.
 - D. Track the population size, outreach/engagement data (such as vaccine clinics), resources allocated, and efforts with vulnerable populations.
 - 5.3.D.1 Coordinate with the Refugee Health Program to share vaccine and resource coordination within the refugee population
 - E. Partner with CBOs and other non-profits in their areas to increase their reach and support to vulnerable populations. Encouraged to set up community clinics and ADA compliant/mobile/in-home vaccines and transportation to sites to ensure reach within vulnerable populations. Aim to incorporate Health Equity Best Practices for Working with Vulnerable Populations at Community Vaccine Clinics (related to staffing, law enforcement, IDs, registration, etc.).
 - F. Establish or enhance testing for COVID-19/SARS-CoV-2 in vulnerable populations.
 - G. Provide wrap-around services to vulnerable populations to support quarantine and isolation, as needed.
 - H. Provide surveillance, testing, analysis, contact tracing, and/or vaccine administration to identified vulnerable populations (such as persons with disabilities, people experiencing homelessness, racial and ethnic minority communities, older adults, etc.).
 - I. Send a representative to attend the COVID-19 Vulnerable Populations workgroup once each month.
- 5.4 For Community Health Workers the SUBRECIPIENT must:
- A. Maintain a minimum of one (1) FTE temporary Community Health Worker (CHW).

- B. Work with CHWs and other staff and community partners to reach out to vulnerable communities.
 - C. Identify persons in need and help prevent COVID-19 through outreach and education.
 - D. Provide needed resources (wrap-around services, testing, vaccines) to persons in need.
- 5.5 For Contact Tracing the SUBRECIPIENT shall:
- A. For contact tracing the SUBRECIPIENT shall:
 - 5.5.A.1 Maintain a minimum of one (1) FTE temporary contract tracing employees to work as investigators and contact tracers for the duration of the contract.
 - 5.5.A.1.1 This is in conjunction with other contact tracing contracts with the DEPARTMENT.
 - 5.5.A.2 Complete the case investigation, preferably within 24 hours after receiving the lab result.
 - 5.5.A.2.1 Enter all minimum data elements in UT-NEDSS, when available.
 - 5.5.A.2.2 Enter the “optimal” data elements into UT-NEDSS at the SUBRECIPIENT’s discretion.
 - 5.5.A.3 Complete contact tracing, preferably within 24 hours after completing the case investigation.
 - 5.5.A.4 Route cases to DEPARTMENT at the SUBRECIPIENT’s discretion.
- 5.6 For ELC Coordinator the SUBRECIPIENT must:
- A. Maintain a minimum of one (1) FTE ELC Coordinator employee to work on grant and contract management in coordination with UDOH.
 - B. Ensure contract deliverables are met, ensure monitoring activities occur regularly through the duration of the project period. Work with DEPARTMENT staff to make adjustments and corrections as needed to effectively accomplish objectives as outlined in this agreement.
- 5.7 For flexible funds for COVID personnel the SUBRECIPIENT must:
- A. Ensure flexible funds for COVID-19 personnel expenses are related to the following:
 - 5.7.A.1 Contact tracing/investigation or vaccine administration (once funds awarded in funding section 2.3.1.E are exhausted);
 - 5.7.A.2 Data collection, analysis, and interpretation;
 - 5.7.A.3 Community health worker support (once funds awarded in funding section 2.3.1.D are exhausted);
 - 5.7.A.4 Infection prevention/control (to supplement, but not duplicate, funds in funding section 2.3.1.A);
 - 5.7.A.5 Public information/health communication;
 - 5.7.A.6 Testing/mobile teams (may supplement, but not duplicate, support provided in funding section 2.3.1.C).
 - B. Details must be provided in the Monthly Expenditure Report that explains which category items were billed in.
 - C. SUBRECIPIENT must retain backup documentation regarding the items billed.
5. REPORTS
- A. Submit monthly contract monitoring report include detail of activities by category as described in the contract within 20 days after the end of the previous month.

6. DISPUTE RESOLUTION:

- 7.1 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.
- 7.2 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).
- 7.3 If a resolution cannot be reached, DEPARTMENT may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- 7.4 The provisions in Section B. and C. are not mandatory.
- 7.5 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).
- 7.6 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).
- 7.7 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.



Clerk/Auditor
John David Nielson
jdnielson@sanjuancounty.org

Commissioners,

It is that time of year again when the county tax rates need to be set. The Utah State Tax Commission has provided the county with their recommended certified tax rates for the different areas in the county that receive tax revenue. Listed below are these rates:

<u>Fund</u>	<u>Certified Tax Rate</u>
General Fund	0.002360
Library	0.000477
Tort Liability	0.000079
Public Health	0.000162

The state tax commission uses a combination of the Real Property Value, Centrally Assessed Value, and Personal Property Value to help them come up with the **Property Tax Rate Value** for the county which helps them to determine the certified tax rate. Overall, values have increased in 2021 from the values of 2020 and to give a **Property Tax Rate Value** of **\$859,035,493**.

It is important to note that since 2015 Centrally Assessed Property values in the county have decreased by approximately \$99,704,000 and the Real Property values have increased by approximately \$185,464,000. This has shifted the majority of the tax burden onto the Real Property owners in the county.

The increase in the Real Property value again this year was mostly due to an increase in property valuation mandated by the state and carried out by the assessor to bring valuations in line with state mandates.

The decrease in Centrally Assessed Property value is mostly due to a decrease in valuation of Oil and Gas. This valuation is affected by tax value appeals, drops in oil prices, increase costs of oil production (having to drill deeper to find oil in old wells), and other factors.

Continuing to shift the tax burden to the Real Property owners (representing about half of county citizens) is a dangerous trend. Finding additional revenue sources is an excellent way to try and reverse the trend and/or spread the tax burden out over a larger number of taxpayers. Some suggested additional revenue sources would be to allow outside taxpaying businesses into the county, allow more opportunities for oil and gas exploration, and seeking to increase tourism and visitation.

Below is brief breakdown of the 2020 vs 2021 values.

	<u>2020</u>	<u>2021</u>
Real Property	\$448,652,220	\$538,860,201
Centrally Assessed	\$354,220,766	\$323,221,236
Personal Property	\$85,450,480	\$84,564,165



Clerk/Auditor
John David Nielson
jdnielson@sanjuancounty.org

Given the Property Tax Rate Value and the Certified Tax Rates listed above, the estimated revenue to the county is detailed below.

2021 Estimated Revenue

General Fund	\$2,027,324
Library	\$409,760
Tort Liability	\$67,864
Public Health	\$139,164

When determining the certified tax rates, the Utah State Tax Commission attempts to determine a rate that will provide the county with roughly the same amount of revenue each year. When the values go up the rates go down and vice versa.

This year the certified tax rate is lower than the 2020 rate because the overall property values in the county increased from last year.

Recommendation

Since a rate above the certified tax rate can NOT be used without going through a process called Truth in Taxation, it is my recommendation that you choose to use the certified tax rates suggested by the Utah State Tax Commission.

Tax Rate Comparison

2021 Value
\$ 859,035,493.00

2020 Value
\$ 821,331,277.00

Difference from 2020 actual revenue	
General	\$ (37,059.24)
Library	\$ (2,983.07)
Tort Liability	\$ 3,277.80
Health	\$ 3,694.75
Multi A & C	\$ (1,000.00)
County A & C	\$ (6,212.47)
	\$ (40,282.22)

Certified Rate- Information

	REVENUE	Tax Rate	2020 actual revenue
2020			
General	\$ 1,997,477.67	0.002432	\$ 2,064,383.00
Library	\$ 403,273.66	0.000491	\$ 412,743.00
Tort Liability	\$ 66,527.83	0.000081	\$ 64,586.00
Health	\$ 137,162.32	0.000167	\$ 135,469.00
Multi C A & C	\$ 9,855.98	0.000012	\$ 1,000.00
County A & C	\$ 298,964.58	0.000364	\$ 309,452.00
Total	\$ 2,913,262.04	0.003547	\$ 2,987,633.00
2021			
General	\$ 2,027,323.76	0.00236	
Library	\$ 409,759.93	0.000477	
Tort Liability	\$ 67,863.80	0.000079	
Health	\$ 139,163.75	0.000162	
Multi C A & C	\$ -	0	
County A & C	\$ 303,239.53	0.000353	
Total	\$ 2,947,350.78	0.003431	

Revenue Increase:
\$ (40,282.22)

Certified Rate

Value of Home	\$ 250,000	Value of Bus	\$ 30,000
Taxable Value	\$ 137,500	Taxable Value	\$ 300,000
Rate	0.003431	Rate	0.003431
Tax on Certified	\$ 471.76	Tax on Cert	\$ 1,029.30



STAFF REPORT

MEETING DATE: June 15, 2021

ITEM TITLE, PRESENTER: San Juan Estates Phase 5 Amendment No. 2, Scott Burton, Planning and Zoning Administrator

RECOMMENDATION: Consideration and approval

SUMMARY

The San Juan Estates Subdivision is located in Spanish Valley and has access to water and sewer from the San Juan Spanish Valley Special Service District. This proposed amendment is in phase 5, and meets the requirements of the Spanish Valley Residential District ordinance.

HISTORY/PAST ACTION

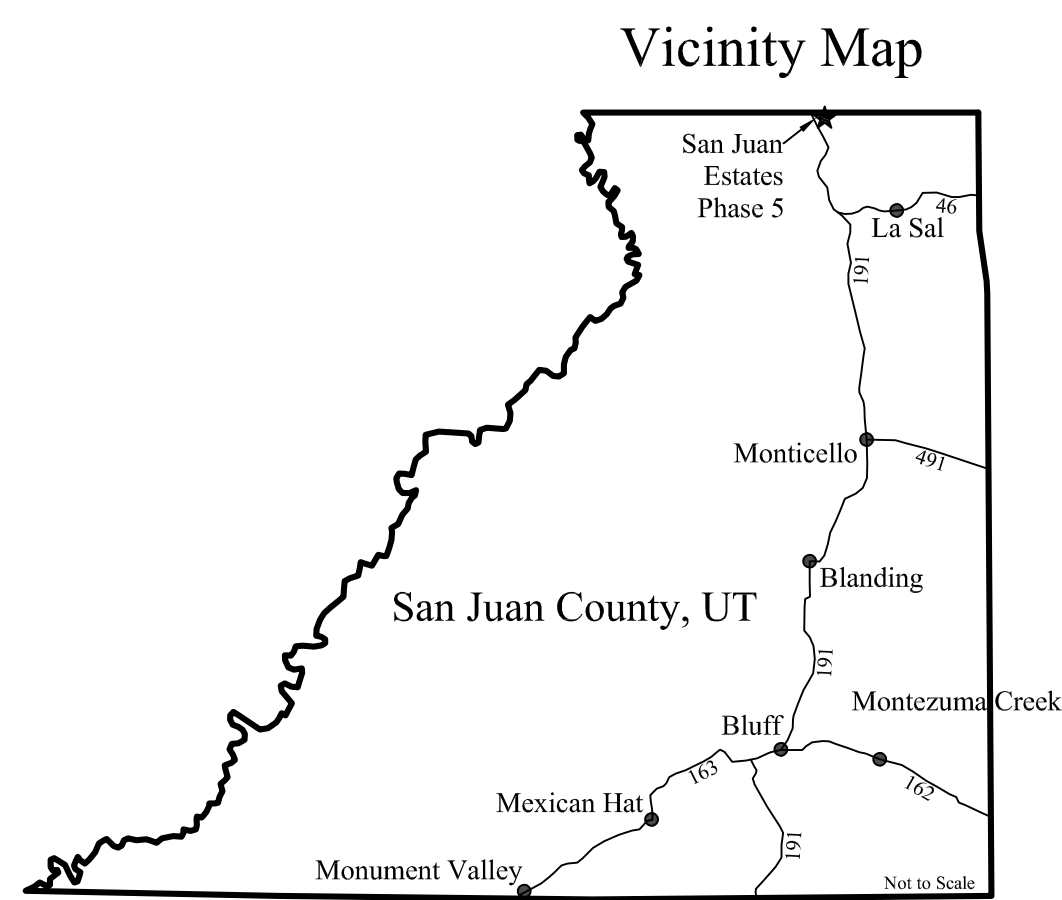
The San Juan County Planning Commission unanimously approved this subdivision amendment at their June 10, 2021 meeting

FISCAL IMPACT

None

Preliminary Plat

San Juan Estates Phase 5 Subdivision Amendment No. 2 Within Section 36, T26S, R22E, SLB&M



Narrative

The purpose of this survey was to split Lot 49A into two lots, called Lot 49C and 49D. Lot 49A shall not be used in order to avoid confusion. There is a discrepancy on the labeling of the bearings and distances on the official San Juan Estates Phase 5 Subdivision Plat. Based on the found monumentation in the field it was determined that the south line was most likely where the error was located. The northwest corner of Lot 49 and the southwest corner of Lot 50 were used in order to re-establish and proportion the southwest corner of Lot 49. The basis of bearings for this survey is North between the southeast corner of Section 36 and the E 1/4 corner of said Section 36, Township 26 South, Range 22 East, SLB&M. This is in accordance with the same bearing per the original subdivision survey.

Note

Lot 49C shown hereon shall have ingress/egress along that portion of Lot 49D from Mt. Peale Drive up to the dotted line labeled "Access" shown hereon.

Descriptions

- Record Section 36, Township 26 South, Range 22 East, SLB&M Lot 49A, San Juan Estates, Phase 5 Subdivision. As Surveyed (new lots per this amendment) Section 36, Township 26 South, Range 22 East, SLB&M Lot 49D, San Juan Estates, Phase 5 Subdivision Amendment 1. Section 36, Township 26 South, Range 22 East, SLB&M Lot 49C, San Juan Estates, Phase 5 Subdivision Amendment 1.

Legend

- Found PLSS monument as labeled. Calculated corner location (not set). Found rebar and cap monument (LS171004). Set 5/8" rebar and plastic cap (LS 4769309) previous survey. Existing and new utility easement (15' & 7.5'). Existing water line. Existing sewer line. Existing power line.

Surveyor's Certificate

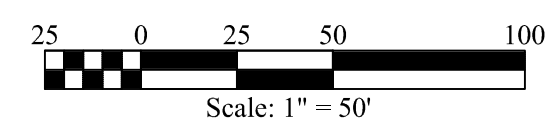
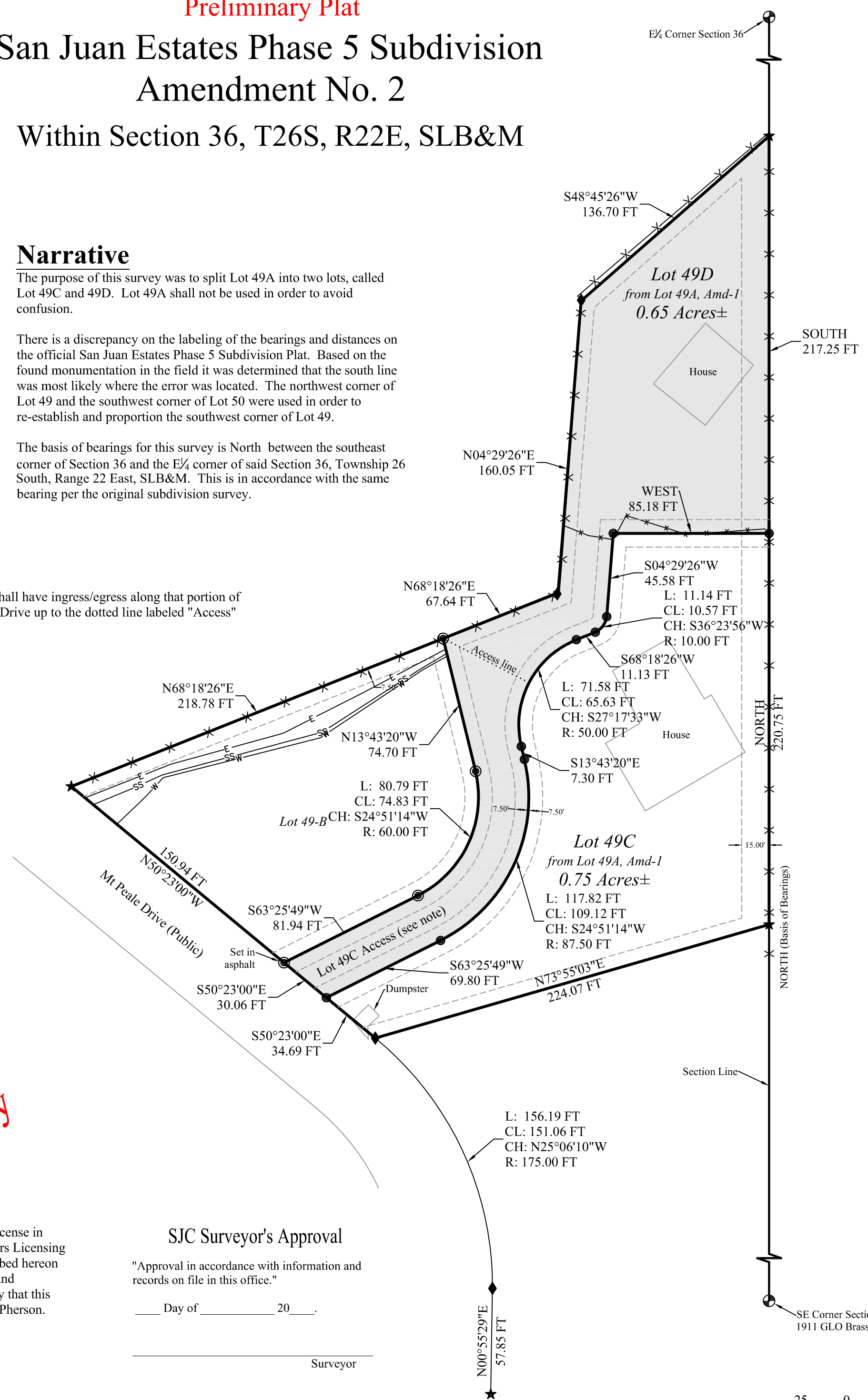
I Brad D. Bunker, Professional Utah Land Surveyor, Number 4769309, hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described hereon in accordance with section 17-23-1(7) I hereby certify all prepared descriptions and measurements are correct. Monuments will be set as noted hereon. I also certify that this record of survey has been prepared under my direction at the request of Dan McPherson.



Brad D. Bunker Utah P.L.S. #4769309 Date 4/27/2021

SJC Surveyor's Approval

"Approval in accordance with information and records on file in this office." Day of 20. Surveyor



For Review Only Not for Record

Administrative forms including County Recorder, Form Approval, Acknowledgement, Health Department, and San Juan County Commission sections.



STAFF REPORT

MEETING DATE: June 15, 2021

ITEM TITLE, PRESENTER: Thomas Subdivision Phase 1, Scott Burton, Planning and Zoning Administrator

RECOMMENDATION: Consideration and approval

SUMMARY

The proposed Thomas Subdivision Phase 1 is located in Spanish Valley and has access to water and sewer from the San Juan Spanish Valley Special Service District. Phase one includes 24 lots with a storm detention basin, and meets the requirements of the Spanish Valley Residential District Zoning Ordinance.

HISTORY/PAST ACTION

The San Juan County Planning Commission unanimously approved this subdivision at their June 10, 2021 meeting with a condition that the temporary turnarounds on Brush Lane and Stone Road be paved.

FISCAL IMPACT

None

Thomas Subdivision

Phase I

NE 1/4 Section 1, Township 27 South, Range 22 East, SLB&M and
NW 1/4 Section 6, Township 27 South, Range 23 East, SLB&M

Area within Subdivision: 48.81 Acres

Narrative

The purpose of this survey was to identify the bounds of the Thomas Tracts of land as shown hereon and prepare a subdivision lot layout. No monuments were set as part of this "Preliminary Plat". Upon final approval by San Juan County and after the Subdivision Plat is recorded, corner monuments shall be set for Phase I.

The basis of bearings for this survey is N00°04'00"E between the E 1/2 corner and the northeast corner of Section 1, Township 27 South, Range 22 East, SLB&M. This is in accordance with the basis of bearings of a previous survey which is filed in the San Juan County Surveyor's Office as "Record of Survey No. 948"

Subdivision Boundary Descriptions

"As Surveyed"

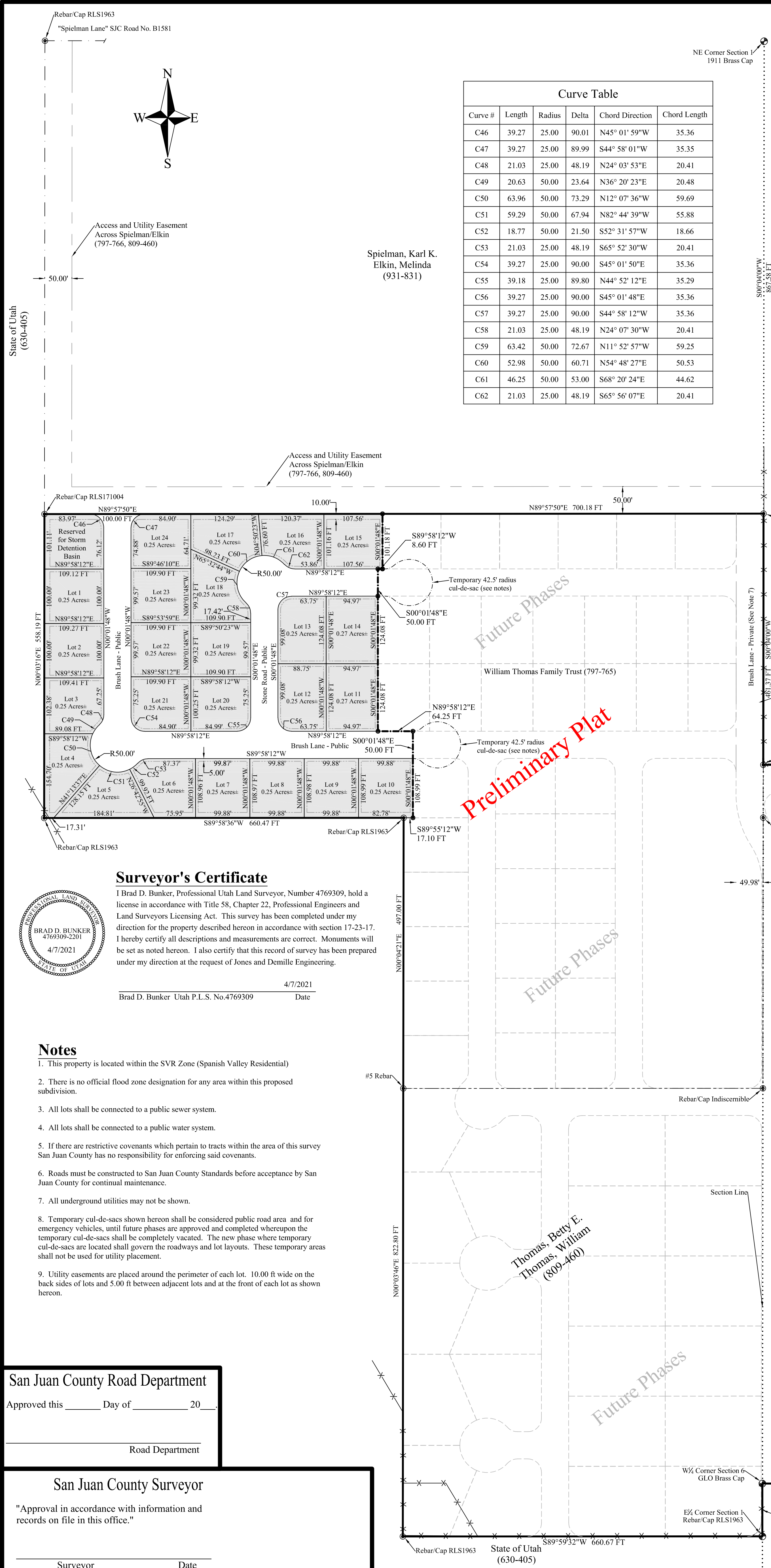
A tract of land within the NE 1/2 of Section 1, Township 27 South, Range 22 East and the NW 1/4 of Section 6, Township 27 South, Range 23 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:
Beginning at a point on the east line of said Section 1 located S00°04'00"W 867.58 feet from the northeast corner of said Section 1, thence S00°04'00"W 461.37 feet, thence S89°56'29"E 390.57 feet, thence S00°00'15"W 552.75 feet, thence S00°00'46"W 767.62 feet, thence N89°53'41"W 391.90 feet to the W 1/2 corner of said Section 6, thence S00°04'00"W 97.04 feet to the E 1/2 corner of said Section 1, thence S89°59'32"W 660.67 feet, thence N00°03'46"E 822.80 feet, thence N00°04'21"E 497.00 feet, thence S89°58'36"W 660.47 feet, thence N00°03'16"E 558.19 feet, thence N89°57'50"E 1321.27 feet to the point of beginning, containing 48.81 acres more or less.

Phase I Boundary

"As Surveyed"

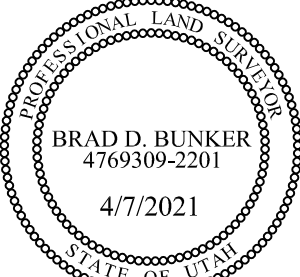
A tract of land within the NE 1/2 of Section 1, Township 27 South, Range 22 East and the NW 1/4 of Section 6, Township 27 South, Range 23 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:
Beginning at a point located S00°04'00"W 867.58 feet along the section line and S89°57'50"W 700.18 feet along the north line of the Thomas Tract as recorded in Book 797 Page 765, thence S00°01'48"E 101.18 feet, thence S89°58'12"W 8.60 feet, thence N00°03'46"E 298.15 feet, thence N89°58'12"E 64.25 feet, thence S00°01'48"E 158.99 feet, thence S89°55'12"W 17.10 feet, thence S89°58'36"W 660.47 feet, thence N00°03'16"E 558.19 feet, thence N89°57'50"E 621.09 feet to the point of beginning, containing 8.11 acres more or less.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C46	39.27	25.00	90.01	N45° 01' 59"W	35.36
C47	39.27	25.00	89.99	S44° 58' 01"W	35.35
C48	21.03	25.00	48.19	N24° 03' 53"E	20.41
C49	20.63	50.00	23.64	N36° 20' 23"E	20.48
C50	63.96	50.00	73.29	N12° 07' 36"W	59.69
C51	59.29	50.00	67.94	N82° 44' 39"W	55.88
C52	18.77	50.00	21.50	S52° 31' 57"W	18.66
C53	21.03	25.00	48.19	S65° 52' 30"W	20.41
C54	39.27	25.00	90.00	S45° 01' 50"E	35.36
C55	39.18	25.00	89.80	N44° 52' 12"E	35.29
C56	39.27	25.00	90.00	S45° 01' 48"E	35.36
C57	39.27	25.00	90.00	S44° 58' 12"W	35.36
C58	21.03	25.00	48.19	N24° 07' 30"W	20.41
C59	63.42	50.00	72.67	N11° 52' 57"W	59.25
C60	52.98	50.00	60.71	N54° 48' 27"E	50.53
C61	46.25	50.00	53.00	S68° 20' 24"E	44.62
C62	21.03	25.00	48.19	S65° 56' 07"E	20.41



Surveyor's Certificate

I Brad D. Bunker, Professional Land Surveyor, Number 4769309, hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described hereon in accordance with section 17-23-17. I hereby certify all descriptions and measurements are correct. Monuments will be set as noted hereon. I also certify that this record of survey has been prepared under my direction at the request of Jones and Demille Engineering.



4/7/2021
Brad D. Bunker Utah P.L.S. No. 4769309 Date

Notes

- This property is located within the SVR Zone (Spanish Valley Residential)
- There is no official flood zone designation for any area within this proposed subdivision.
- All lots shall be connected to a public sewer system.
- All lots shall be connected to a public water system.
- If there are restrictive covenants which pertain to tracts within the area of this survey San Juan County has no responsibility for enforcing said covenants.
- Roads must be constructed to San Juan County Standards before acceptance by San Juan County for continual maintenance.
- All underground utilities may not be shown.
- Temporary cul-de-sacs shown hereon shall be considered public road area and for emergency vehicles, until future phases are approved and completed whereupon the temporary cul-de-sacs shall be completely vacated. The new phase where temporary cul-de-sacs are located shall govern the roadways and lot layouts. These temporary areas shall not be used for utility placement.
- Utility easements are placed around the perimeter of each lot. 10.00 ft wide on the back sides of lots and 5.00 ft between adjacent lots and at the front of each lot as shown hereon.

San Juan County Road Department

Approved this _____ Day of _____ 20____

Road Department

San Juan County Surveyor

"Approval in accordance with information and records on file in this office."

Surveyor Date

Health Department

Approved this _____ Day of _____ 20____

Health Official

Approval as to Form

Approved this _____ Day of _____ 20____

Attorney

County Recorder

State of Utah, County of San Juan, Recorded at the request of _____

Filed : Date: _____ Time: _____
Book: _____ Page: _____ Fee: _____

County Recorder

Preliminary Plat

Thomas Subdivision

NE 1/4 Section 1, Township 27 South, Range 22 East, and
NW 1/4 Section 6, Township 27 South, Range 23 East, SLB&M

Form Approval

Approved this _____ Day of _____ 20____

Health Official

San Juan County Commission

The subdivision hereon was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved.

Commissioner

Commissioner

Owners Dedication

Know all men by these presents that we, the undersigned owners of the above described tract of land, having caused the same to be subdivided into lots and streets hereafter to be known as the Thomas Subdivision and do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.
In witness whereof I have hereunto set my hand this _____ Day of _____, 20____

By: _____
William Thomas Owner

By: _____
Betty E. Thomas Owner

Acknowledgement

State of Utah, County of San Juan, on the _____ Day of _____, 20____ personally appeared before me _____ and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she/they) executed the same freely and voluntarily for the purposes stated herein.

My commission expires _____ 20____
Residing in _____ County Notary Public

San Juan County Planning Commission

Approved by the San Juan County Planning Commission this _____ Day of _____, 20____

Commissioner

Bunker Engineering

965 S. South Creek Road, Monticello, UT 84535
P.O. Box 432, Monticello, UT 84535 (435) 459-9152

Date: 4/7/2021 Drawn By: B.D. Bunker Scale: 1" = 100'
Drawing Name: Survey Reference Number: BE826 Sheet: 1 of 1



STAFF REPORT

MEETING DATE: June 15, 2021

ITEM TITLE, PRESENTER: Legacy Fields Phase III, Scott Burton, Planning and Zoning Administrator

RECOMMENDATION: Consideration and approval

SUMMARY

The Legacy Fields subdivision is located in La Sal. Phase one was approved in 2020, and phase 2 was approved in February, 2021. Each lot is larger than one acre in size, and meets the requirements in our ordinance.

HISTORY/PAST ACTION

The San Juan County Planning Commission unanimously approved this subdivision at their June 10, 2021 meeting.

FISCAL IMPACT

None



88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

- PROP. CORNER SET
- LOT CORNER
- CENTERLINE MONUMENT
- EASEMENTS
- PROPERTY ADJOINING

PROJECT TYPE:
SUBDIVISION

PROJECT ADDRESS:
East Markle Rd/Bobbie Lane
Moab, Utah 84532

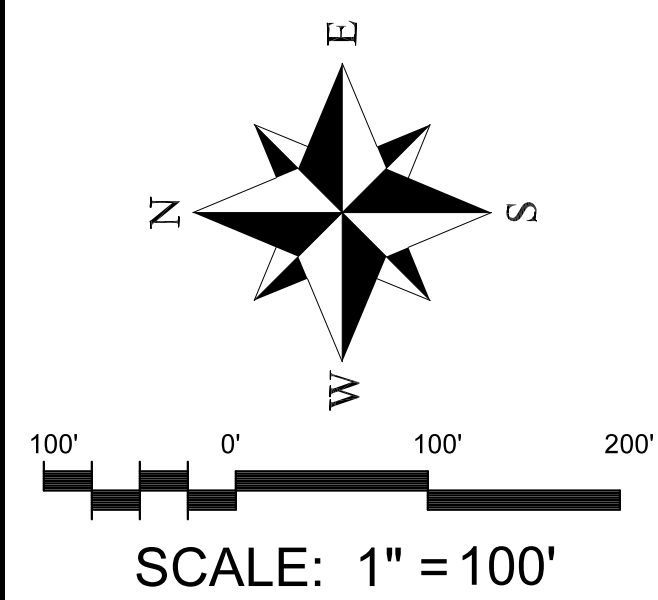
PROJECT LOCATION:
SAN JUAN COUNTY, STATE OF UTAH

PREPARED FOR:
Kelly Shumway

DATE:
3/2/21

JOB NUMBER:
217-20

SHEET 1 OF 2



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION

Commencing at the Northeast corner of Section 10, Township 29 South, Range 24 East, Salt Lake Base and Meridian, thence South 33°52'02" West 622.26 to the point of beginning, and running thence South 01°08'10" East 812.20 feet; thence South 01°05'06" East 463.15 feet; thence North 88°12'53" West 101.82 feet; thence South 00°19'44" East 851.41 feet; thence South 89°28'07" West 112.38 feet; thence South 89°36'27" West 224.90 feet; thence South 89°24'00" West 365.11 feet; thence North 00°36'00" West 210.00 feet; thence North 89°24'00" East 12.51 feet; thence North 00°35'51" West 651.00 feet; thence North 28°54'13" East 243.17 feet; thence North 00°31'51" West 484.22 feet; thence with a curve having a radius of 350.00 feet, to the left with an arc length of 54.24 feet, (a chord bearing of North 75°55'42" East 54.19 feet); thence North 71°29'19" East 39.27 feet; thence North 05°22'32" West 271.95 feet; thence North 41°19'44" East 238.18 feet; thence North 89°46'14" East 324.89 feet; thence North 00°13'46" West 19.09 feet; thence North 88°01'19" East 28.49 feet; thence North 00°39'13" West 72.73 feet; thence North 88°28'44" East 83.75 feet; to the point of beginning.

Contains 31.11 acres, more or less.

Also, Commencing at the North quarter corner of Section 10, Township 29 South, Range 24 East, Salt Lake Base and Meridian, thence South 47°21'30" East 1017.00 to the point of beginning, and running thence South 46°30'15" East 229.05 feet; thence South 12°51'29" East 208.48 feet; thence with a curve having a radius of 250.00 feet, to the right with an arc length of 39.87 feet, (a chord bearing of North 85°25'21" East 39.83 feet); thence East 68.32 feet; thence South 07°56'23" East 281.17 feet; thence South 89°01'26" West 155.34 feet; thence South 24°56'53" East 231.26 feet; thence South 00°01'26" East 800.98 feet; thence South 00°01'30" West 50.00 feet; thence South 605.00 feet; thence South 18°11'10" West 576.51 feet; thence South 05°34'22" West 156.15 feet; thence South 86°53'41" West 58.62 feet; thence South 00°57'27" East 282.43 feet; thence South 89°02'33" West 160.72 feet; thence South 00°01'59" East 58.35 feet; thence South 88°44'49" West 662.34 feet; thence North 00°00'30" East 2722.08 feet; thence North 89°52'54" East 501.40 feet; thence North 00°09'27" West 376.62 feet; thence North 48°10'37" East 239.04 feet; thence North 39°41'40" East 142.35 feet; to the point of beginning.

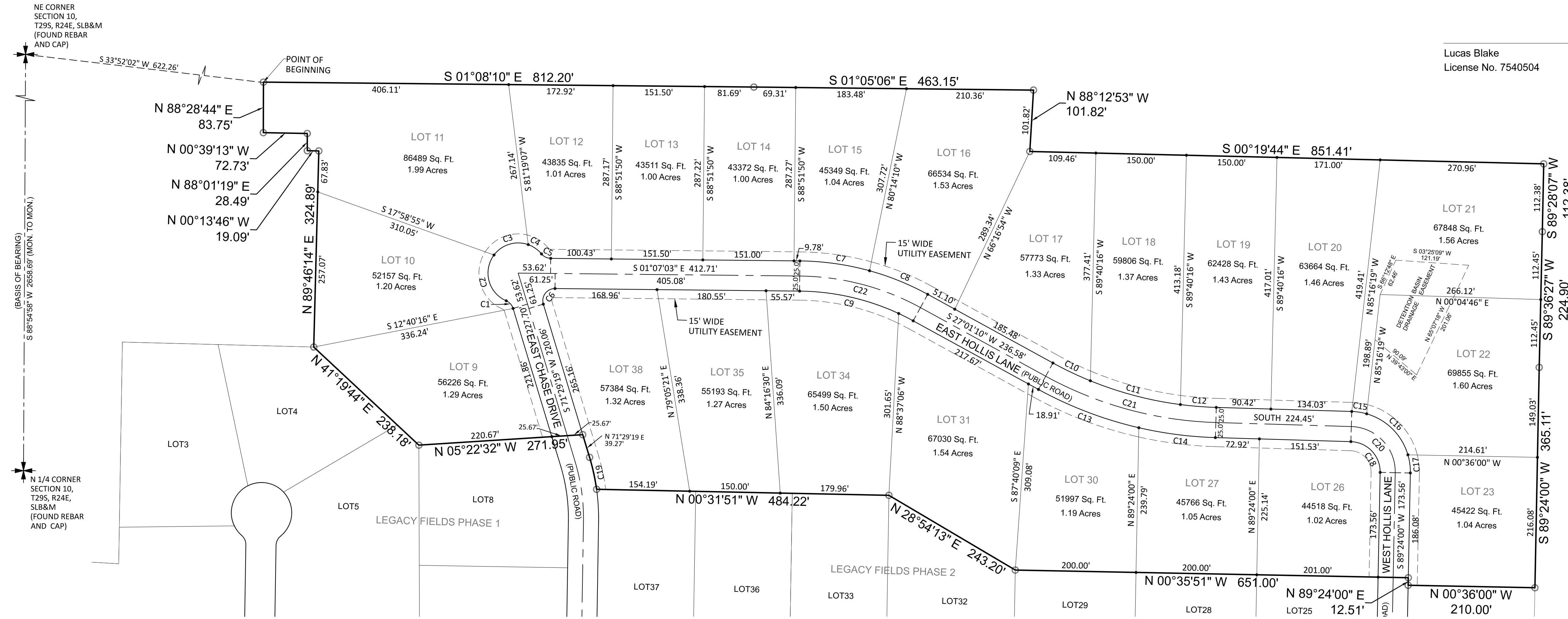
Contains 68.96 acres, more or less.
(see sheet 2 of 2 for platted courses of this description)

SURVEYOR'S CERTIFICATE

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as LEGACY FIELDS PHASE III and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake
License No. 7540504

DATE



PARCEL CURVE DATA					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH LEN
C1	17.45'	20.00'	49°59'41"	N46°29'28"E	16.90'
C2	90.49'	50.00'	103°41'31"	S73°20'23"W	78.64'
C3	63.36'	50.00'	72°36'08"	N18°30'48"W	59.20'
C4	27.13'	50.00'	31°05'23"	N33°19'57"E	26.80'
C5	17.45'	20.00'	49°59'41"	S23°52'48"W	16.90'
C6	37.49'	20.00'	107°23'39"	N54°48'52"W	32.24'
C7	116.82'	450.00'	14°52'25"	N6°19'10"E	116.49'
C8	104.17'	450.00'	13°15'47"	N20°23'16"E	103.94'
C9	169.56'	400.00'	24°17'15"	N11°01'35"E	168.29'
C10	68.61'	600.00'	6°33'08"	N23°44'36"E	68.58'
C11	154.63'	600.00'	14°45'59"	N13°05'02"E	154.21'
C12	59.70'	600.00'	5°42'03"	N2°51'01"E	59.67'
C13	178.47'	650.00'	15°43'54"	N19°09'12"E	177.91'
C14	128.05'	650.00'	11°17'15"	N5°38'38"E	127.85'
C15	25.09'	100.00'	14°22'29"	N7°11'15"E	25.02'
C16	100.47'	100.00'	57°34'03"	N43°09'31"E	96.30'
C17	30.47'	100.00'	17°27'27"	N80°40'16"E	30.35'
C18	78.02'	50.00'	89°24'00"	N44°42'00"E	70.34'
C19	54.24'	350.00'	8°52'46"	N75°55'42"E	54.19'
C20	117.02'	75.00'	89°24'00"	N44°42'00"E	105.51'
C21	294.74'	625.00'	27°01'10"	S13°30'35"W	292.01'
C22	208.71'	425.00'	28°08'12"	N12°57'03"E	206.62'

PLAT NOTES:

- ALL FRONTAGES, ALL LINES COMMON WITH A ROAD RIGHT-OF-WAY, SHALL BE SUBJECT TO A 15' WIDE PUBLIC UTILITY EASEMENT.
- FUTURE SHARED WELL EASEMENTS WILL BE RECORDED AT TIME OF DRILLING
- THE ADOPTION AND MAINTENANCE OF COUNTY ROADS WILL NOT BE DONE UNTIL DEVELOPER CONSTRUCT PUBLIC ROADS, AT NO COST TO THE COUNTY, TO COUNTY STANDARDS AS REFERENCED IN THE (SAN JUAN COUNTY SUBDIVISION ORDINANCE; APPENDIX "B" COUNTY; PUBLIC STREET DESIGN STANDARDS).

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as

LEGACY FIELDS PHASE III

Do hereby dedicate for Perpetual use of public all parcels of land shown on this plat as intended for public use.

In witness whereof _____ have hereunto set _____ this _____ Day of _____ a.d., 20____

KELLY SHUMWAY, MANAGER
KM REAL ESTATE ENTERPRISES, LLC

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } s.s.

ON THE _____ DAY OF _____, 2020, PERSONALLY APPEARED BEFORE ME, KELLY SHUMWAY, MANAGER OF KM REAL ESTATE ENTERPRISES, LLC, WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

SURVEYOR NOTES

The property has been accurately surveyed with the intent to subdivide land. The basis of bearing is S 88°54'58" W between the North Quarter corner and the Northeast corner of Section 10, Township 29 South, Range 24 East, Salt Lake Base and Meridian. 5/8" x 24" rebar with survey cap to be placed at all lot corners or rights of way. Off-set pins to be placed in the back of the curb where applicable, in lieu of rebar and cap at front corners.

COUNTY SURVEYOR

APPROVAL IN ACCORDANCE WITH INFORMATION AND RECORDS ON FILE IN THIS OFFICE

COUNTY SURVEYOR _____ DATE _____

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 2021.

ATTORNEY _____

COUNTY BOARD OF HEALTH

APPROVED THIS _____ DAY OF _____, 2021.

CHAIRMAN _____

PLANNING COMMISSION CERTIFICATE

APPROVED THIS _____ DAY OF _____, 2021.

BY SAN JUAN COUNTY PLANNING COMMISSION.

CHAIRMAN _____

COUNTY COMMISSION APPROVAL

PRESENTED TO THE _____
THIS _____ DAY OF _____, 2021.
SUBDIVISION WAS ACCEPTED AND APPROVED.

ATTEST _____

COUNTY RECORDER

STATE OF UTAH, SAN JUAN COUNTY, RECORDED AT THE REQUEST OF _____

DATE _____ BOOK _____ PAGE _____ FEE _____

FINAL PLAT OF LEGACY FIELDS, PHASE III

A SUBDIVISION LOCATED WITHIN SECTION 10, TOWNSHIP 29 SOUTH, RANGE 24 EAST SALT LAKE BASE AND MERIDIAN



STAFF REPORT

MEETING DATE: June 15, 2021

ITEM TITLE, PRESENTER: Entrada Subdivision (Phase 2) Amendment No. 1 Lot 11, Scott Burton, Planning and Zoning Administrator

RECOMMENDATION: Consideration and approval

SUMMARY

The Entrada Subdivision is located in Spanish Valley, and has access to water and sewer from the San Juan Spanish Valley Special Service District.

This subdivision amendment plat will divide lot 11 of the Entrada Subdivision into four lots. The new lots will each be about a quarter of an acre, and meet requirements of the Spanish Valley Residential District zoning.

HISTORY/PAST ACTION

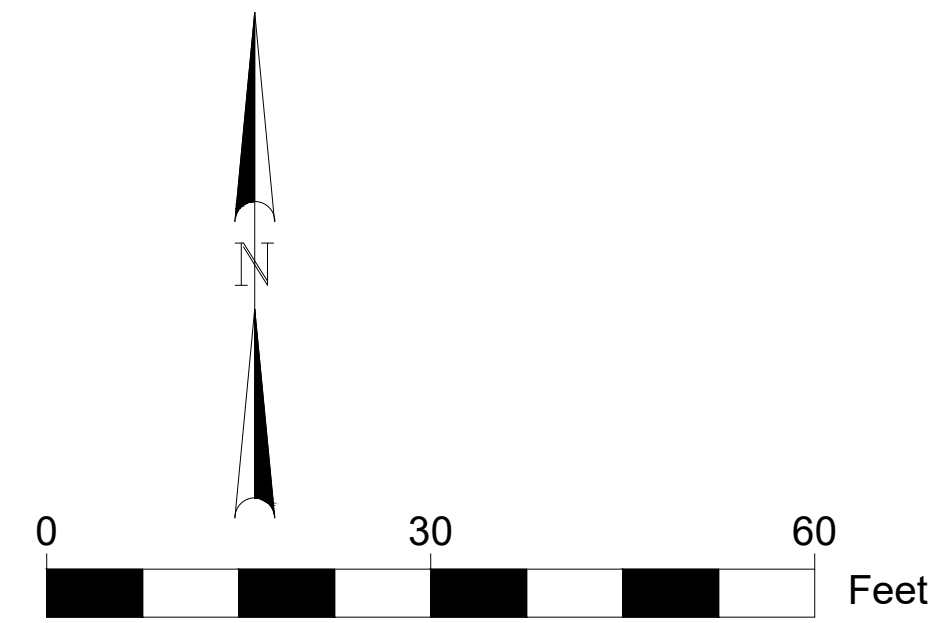
The San Juan County Planning Commission unanimously approved this subdivision amendment at their June 10, 2021 meeting.

FISCAL IMPACT

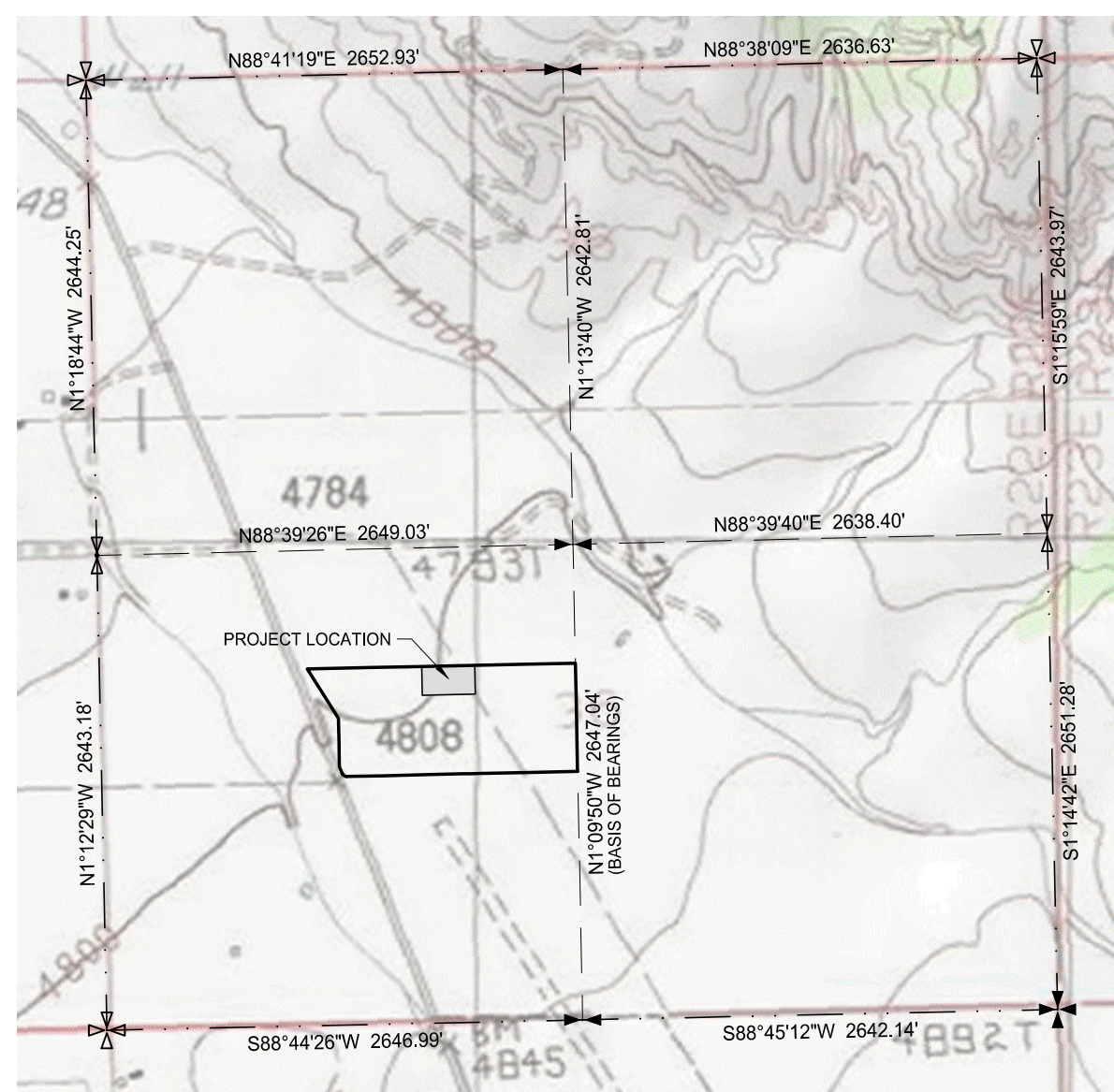
None

Final Plat Entrada Subdivision (Phase 2) Amendment No. 1 Lot 11

Located in Section 36, T. 26 S., R. 22 E., S.L.B. & M.
Spanish Valley, San Juan County, Utah
2021



- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - SUBDIVISION LOT LINE
 - SECTION LINE
 - QUARTER SECTION LINE
 - 40 ACRE LINE
 - DEED LINE
 - - - - - EXISTING FENCE
 - - - - - EDGE ROAD
 - SET REBAR WITH PLASTIC CAP STAMPED JONES & DEMILLE ENG. UNLESS OTHERWISE NOTED
 - △ FOUND SURVEY MONUMENT AS NOTED
 - ✦ FOUND SECTION CORNER AS NOTED
 - ✧ NOT FOUND SECTION CORNER AS NOTED
 - ✦ FOUND QUARTER SECTION CORNER AS NOTED
 - ✧ NOT FOUND QUARTER SECTION CORNER AS NOTED



SECTION BREAKDOWN
SECTION 36, T. 26 S., R. 22 E., S.L.B. & M.
1" = 1,000'

DEED DESCRIPTION
LOT 11 ENTRADA SUBDIVISION

NARRATIVE

- THE PURPOSE OF THIS SURVEY WAS TO AMEND LOT 11 OF THE ENTRADA SUBDIVISION AS SHOWN HEREON. LOT 11 WILL BECOME LOTS 11A, 11B, 11C, AND 11D.
- THE BEARINGS USED HEREIN WERE BASED ON UTAH STATE PLANE COORDINATES, SOUTH ZONE, NAD1983 DATUM BASED ON GPS OBSERVATIONS OF THE MONUMENTS SHOWN HEREON. BASIS OF BEARINGS USED WAS N1°09'50"W MEASURED BETWEEN THE SOUTH QUARTER CORNER AND THE CENTER QUARTER CORNER OF SECTION 36, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SLB&M.
- DEEDS AND SUBDIVISION PLATS HAVE BEEN ROTATED TO MATCH BASIS OF BEARINGS. BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE AS-SURVEYED OBSERVATIONS.

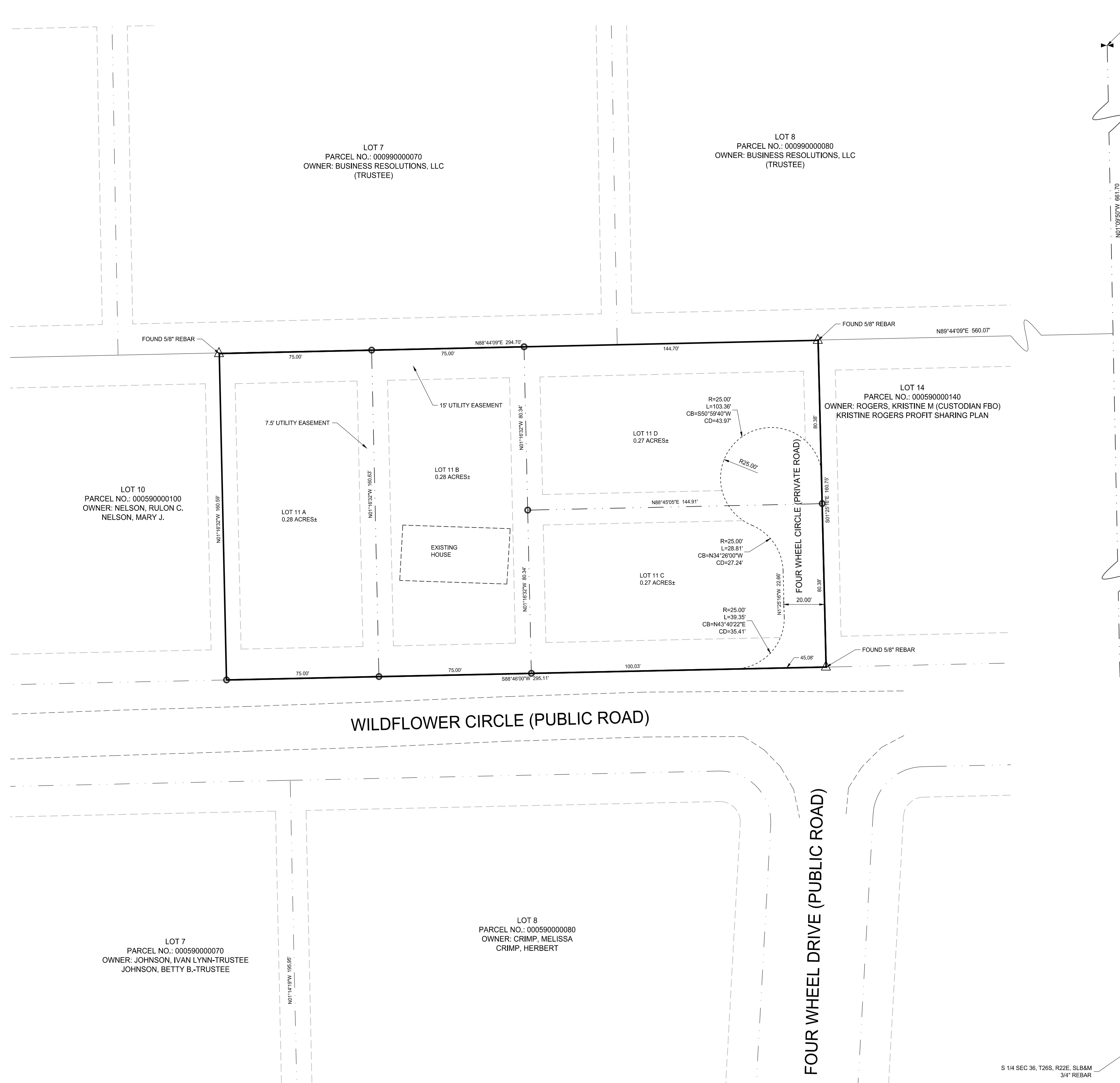
SURVEYOR'S CERTIFICATE

I, CORY B. SMITH, A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE #11349296, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECTION.

I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS THE DIMENSIONS OF THE PROPERTY SURVEYED TO THE BEST OF MY KNOWLEDGE.

PRELIMINARY

CORY B. SMITH, P.L.S. #11349296 DATE



C 1/4 SEC 36, T26S, R22E, SLB&M
FOUND BC (LS 1963)

NOT 1/8" REBAR

NOT 1/8" REBAR

SAN JUAN COUNTY ROAD DEPARTMENT
APPROVED BY THE SAN JUAN COUNTY ROAD DEPARTMENT THIS ____ DAY OF _____, 20__

ROAD DEPARTMENT _____

HEALTH DEPARTMENT APPROVED THIS ____ DAY OF _____, 20__ HEALTH OFFICIAL _____	APPROVAL AS TO FORM APPROVED THIS ____ DAY OF _____, 20__ ATTORNEY _____
--	---

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT (I/WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND HEREAFTER TO BE KNOWN AS THE "ENTRADA SUBDIVISION PHASE 2 AMENDMENT NO. 1", AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 20__

BY: _____
CONNOR SIMMONS-TRUSTEE - MJC VENTURES TRUST 4/28/21

BY: _____
MICHAEL EHINGER-TRUSTEE - MJC VENTURES TRUST 4/28/21

SAN JUAN COUNTY SURVEYOR
APPROVAL IN ACCORDANCE WITH INFORMATION AND RECORDS ON FILE IN THIS OFFICE.

SJC SURVEYOR _____ DATE _____

SAN JUAN COUNTY PLANNING COMMISSION
APPROVED BY THE SAN JUAN COUNTY PLANNING COMMISSION THIS ____ DAY OF _____, 20__

CHAIRMAN _____

COUNTY RECORDER
STATE OF UTAH, COUNTY OF SAN JUAN, RECORDED AT THE REQUEST OF _____
FILED: DATE: _____ TIME: _____
BOOK: _____ PAGE: _____ FEE: _____

COUNTY RECORDER _____

ACKNOWLEDGEMENT
STATE OF UTAH, COUNTY OF _____, ON THE ____ DAY OF _____, 20__ PERSONALLY APPEARED BEFORE ME _____ BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THAT HE (SHE/IT/HEY) EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE PURPOSES STATED HEREIN.

MY COMMISSION EXPIRES _____ 20__
RESIDING IN _____ COUNTY NOTARY PUBLIC _____

PREPARED BY:
Jones & DeMille Engineering, Inc.
CIVIL ENGINEERING - SURVEYING - TESTING - GIS - ENVIRONMENTAL
- infrastructure professionals -
1.800.748.5275 www.jonesanddemille.com

PROJECT NUMBER: 2104-000 FILE NAME: h:\j\proj\2104-000\dwg\2104-000_cul-de-sac.dwg
SURVEYED BY: TN DRAWN BY: TN UPDATED: 6/8/2021 PLOTTED: 6/8/2021

**Entrada Subdivision (Phase 2)
Amendment No. 1 Lot 11**

San Juan County, Utah
Scale: 1" = 30'

S 1/4 SEC 36, T26S, R22E, SLB&M
3/4" REBAR