



BOARD OF COMMISSIONERS MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers and/or Virtual
May 03, 2022 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

APPROVE AGENDA

PUBLIC COMMENT

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

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

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

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

1. Approval of April 5, 2022 Commission Meeting Minutes
2. Approval of April 19, 2022 Commission Meeting Minutes
3. Approval of Check Registers for April 15 to April 30, 2022
4. Approval of \$10,255 in Small Purchases: \$5,000.00 for Branded Emergency Management App, Emergency Management, \$3,655.00 30 Second Commercial, Visitor Services, \$1,600.00 Economic Development Corporation of Utah Annual Membership, Economic Development
5. Approval for the Renewal of a Veterans Care Agreement with the Department of Veterans Affairs

- [6.](#) Approval of a \$4,762 Purchase for the Proximity Service for the Coworking Space Entry System
- [7.](#) Approval of Memorandum of Understanding Agreement with the Utah Department of Emergency Management for the Annual Renewal of a Special Needs Registry
- [8.](#) Approval of San Juan County Minimum Performance Standards SFY22 Amendment 1 with the Utah Department of Health and Human Services

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

- [9.](#) Update and Presentation from the Utah School and Institutional Trust Lands Administration regarding the transfer of SITLA parcels from the Bear's Ears National Monument
- [10.](#) San Juan County Sales Tax Leakage Report, by Elaine Gizler, Economic Development, and Visitor Services Director.

BUSINESS/ACTION

- [11.](#) Approval of purchase of RD & Vee Carroll Sculpture, Presented by Mikaela Ramsay, Assistant Library Director & Monticello Branch Librarian
- [12.](#) Consideration and Approval of a Letter of Support for the Utah Food Bank's Efforts to Establish a Food Pantry in Monument Valley, Commissioner Bruce Adams, Vice-Chair
- [13.](#) Consideration and Approval of Lonesome Left Estates Subdivision Amendment No. 5, Scott Burton, Planning and Zoning Director
- [14.](#) Consideration and Approval of the Updated Library Public Services Policy, Nicole Perkins, Library Director
- [15.](#) Consideration and Approval of the University of Utah Program of Addiction Research, Clinical Care, Knowledge, and Advocacy (PARCKA) Contract, Grant Sunada, Public Health Director
- [16.](#) Consideration and Approval of Amendment #1 to the Intergovernmental Agreement Between San Juan County and the City of Monticello for Law Enforcement Services, Sheriff Jason Torgerson
- [17.](#) Consideration and Approval of the 2023 Community Impact Fund (CIB) List, Mack McDonald, Chief Administrative Officer
- [18.](#) Discussion and Direction Regarding the County, Board of County Commissioners' and County Staffs' Legal Representation for the Seventh Judicial District Court Case Number: 22070004

COMMISSION REPORTS

ADJOURNMENT

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

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



BOARD OF COMMISSIONERS MEETING
In Person and Electronic Meeting
April 05, 2022 at 11:00 AM

MINUTES

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

The Public will be able to connect live to make Public Comments on Public Hearing item by accessing the Zoom Link at: <https://us02web.zoom.us/j/3125521102> Meeting ID: 312 552 1102 One tap mobile +16699006833,,3125521102# US (San Jose)

Audio Link: <https://www.utah.gov/pmn/files/832183.MP3>

Video Link: <https://www.youtube.com/watch?v=48kEEO2m-vU>

CALL TO ORDER

Time Stamp 0:02:00 (audio & video)

Commission Chair Grayeyes called the meeting to order at 11:02 AM

ROLL CALL

Time Stamp 0:02:25 (audio & video)

PRESENT

Commission Chairman Willie Grayeyes

Commission Vice-Chair Bruce Adams

Commissioner Kenneth Maryboy

INVOCATION

Time Stamp 0:03:05 (audio & video)

Offered by Lyman W. Duncan, County Clerk

APPROVE AGENDA

Time Stamp 0:03:54 (audio & video)

Mack presented the Commission Meeting agenda for review and approval.

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

PUBLIC COMMENT

Time Stamp 0:09:05 (audio & video)

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

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Doug Allen - from Monticello, thanked the Commissioners for their help & support for item# 12, The Radiation Exposure Cancer Act award to the County Public Health department on behalf of the city of Monticello.

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

Time Stamp 0:13:55 (audio & video)

Mack presented the Consent Agenda for review and approval.

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Time Stamp 0:16:05 (audio & video)

Commissioner Adams asked about an \$89,000 payment to Classic Air.

Motion to table the Check Register portion of the Consent Agenda until the next Commission meeting, (It was determined to be a medical claim that resulted from a detention prisoner being flown to Salt Lake City. The State of Utah will reimburse the County for the flight expense).

Motion to accept this portion of the Consent Agenda

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

Motion to accept remainder of Consent Agenda

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

1. Approval of March 1, 2022 Commission Meeting Minutes
2. Approval of Check Registers for March 14, 2022 through March 31, 2022

3. Approval of \$4,973.40 in Small Purchases: \$1,364.40 for PVC Pipe to Build Trash Control Fence, Landfill, \$2,498 Versus Edge Update- Diagnostic Program, Road Department, \$1,111 Marketing Material, Economic Development/Visitor Services
4. Approval of the Nomination of Robert A. Barry and Charley M. Tracy for Reappointment to the Conservation District Board
5. Approval of Aging Fourth Year of the San Juan County Aging Adults Four Year Plan
6. Approval of Additional Rural Grant Funds approved by the Community and Economic Development Board to be distributed to the grant recipients awarded funding, by Elaine Gizler, Economic Development, and Visitor Services Director.
7. Approval of San Juan County Health Department - STD Disease Intervention Services - 2019 Amendment 3 Presented by Grant Sunada, Public Health Director
8. Approval of Amendment One, Memorandum of Understanding between the Utah Department of Technology Services and San Juan County Public Health for the VaccinateUtah system.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

BUSINESS/ACTION

9. Consideration and Approval of GIS Planning License Agreement (Hosted Software) by Elaine Gizler, Economic Development, and Visitor Services Director.

Time Stamp 0:20:35 (audio & video)

Mack presented the GIS Planning proposal for review and approval.

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

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

10. Consideration and Approval of a \$9955 Purchase of Software for Endpoint Security, Trae Bushore, IT Director

Time Stamp 0:24:50 (audio & video)

Trae Bushore - IT Director presented the software security proposal for review and approval.

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

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

11. CONSIDERATION AND APPROVAL OF A RESOLUTION TO THE UTAH TRANSPORTATION COMMISSION REQUESTING IT PRIORITIZE FUNDING FOR A FEASIBILITY AND ENVIRONMENTAL REVIEW FOR A SAFE TRANSPORTATION ROUTE BETWEEN OLJATO AND NAVAJO MOUNTAIN, Willie Grayeyes, Commission Chair

Time Stamp 0:31:52 (audio & video)

Commission Chair Grayeyes presented the resolution for review and approval.

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

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

12. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS EXPRESSING OUR GRATITUDE AND APPRECIATION FOR U.S. CONGRESSMAN JOHN CURTIS AND HIS SENIOR LEGISLATIVE ASSISTANT BRIAN M. FAHEY WITH ASSISTING SAN JUAN COUNTY IN OBTAINING \$520,000 IN FEDERAL FUNDS FOR ONGOING CANCER SCREENING FOR VICTIMS OF THE MONTICELLO MILL SUPERFUND SITE OPERATIONS, Mack McDonald, Chief Administrative Officer

Time Stamp 0:35:29 (audio & video)

Mack presented the proposal for review and approval.

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

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

PUBLIC HEARING**Time Stamp 0:45:32 (audio & video)**

Motion to enter into the Public Hearing portion of the Commission meeting

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

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

13. Request for Rezone, Katherine Lemus, San Juan Estates Phase 3 lot 25, Scott Burton, Planning and Zoning Director

Time Stamp 0:46:30 (audio & video)

Scott Burton, County Director of Planning & Zoning, presented the spot zoning request. The Planning & Zoning Commission denied the request, and recommends for the Board of Commission to deny the request.

Public Comment:

Ed Williamson, from Spanish Valley, the overnight rentals are creating noise and problems.

Monette Clark, from Spanish Valley, agrees with Ed Williamson about all of the problems caused by the nightly rentals. Monette wants enforcement of the existing ordinances by a county compliance officer.

Time Stamp 0:56:55 (audio & video)

Motion to come out of Public Hearing.

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

Time Stamp 0:57:32 (audio & video)

Motion to table zoning request, died for lack of a 2nd.

Motion to deny request.

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

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

COMMUNITY REINVESTMENT AREA**Time Stamp 0:59:35 (audio & video)**

Mack recommended to Table #14.

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

14. Consideration and Approval of the Tax Increment Participation Agreement between Bluff Dwellings and the Community Reinvestment Agency of San Juan County.

COMMISSION REPORTS**Time Stamp 1:00:40 (audio & video)**

Commissioner Adams spoke about the water allocation by the state of Utah. He emphasized that the Utah Water Settlement bill should focus on the Utah strip portion of the Navajo Nation and ensure the residents receive clean drinking water.

Commissioner Maryboy reported about delivering wood pellets to elderly residents. He will attend a resource meeting in Window Rock in addressing the Utah strip road problems.

Commissioner Chair Grayeyes spoke about attending a broadband meeting last week in Phoenix. The right of way issues between Oljeto and Navajo Mountain are being worked on by several different groups. He also attended a state of Utah Health Board Conference.

EXECUTIVE SESSION

The Board of San Juan County Commissioners will enter into a closed Executive Session as permitted under UCA 52-4-205, Strategy Session to Discuss Collective Bargaining; and Discussion Regarding Deployment of Security Personnel, Devices or Systems

Time Stamp at 1:32:31 (audio) in 04 05 2022 Commission meeting I file

To enter into Executive Session

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

Time Stamp at 0:0:05 (audio) in 04 05 2022 Executive Meeting II file

To return to Commission meeting at 1:47 pm

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

ADJOURNMENT

Motion to adjourn at 1:47 pm

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

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____



BOARD OF COMMISSIONERS MEETING
In-Person and Electronic Meeting
April 19, 2022 at 11:00 AM

MINUTES

The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel. The Public will be able to connect live to make Public Comments at: Public comments will be accepted through the following Zoom Meeting: <https://us02web.zoom.us/j/3125521102> One tap mobile +16699006833,,3125521102# US (San Jose)

Audio Link: <https://www.utah.gov/pmn/files/837659.MP3>

Video Link: <https://www.youtube.com/watch?v=RIAh7eBroMI>

CALL TO ORDER

Time Stamp 0:05 (audio & video)

Commission Chair Grayeyes called the meeting to order at 11:05 am.

ROLL CALL

Time Stamp 0:40 (audio & video)

PRESENT

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

INVOCATION

Time Stamp 0:01:24 (audio & video)

Commissioner Maryboy offered the invocation.

PUBLIC COMMENT

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Mack opened the Public Comment portion of the Commission Meeting.

Time Stamp 0:02:42 (audio & video)

Kim Henderson – Monticello resident - Expressed concern regarding Agenda Item #8. Kim stated that we have four capable attorneys willing to serve as the County Attorney.

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

Time Stamp 0:07:06 (audio & video)

Mack presented the Consent Agenda and Agenda for review and approval.

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1. Approval of the Check Registers for April 2 to April 15, 2022
2. Approval for Annual CSS1-H Oil Purchase
3. Consideration and Approval for the Annual Asphalt Purchases for 2022
4. Approval of the various Small Purchases of \$5,572 for a Water Pump for the Road Department and a Total of \$23,940 in Various Purchases for Weed Control Chemicals for the Weed Department.

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

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

Time Stamp 0:12:35 (audio & video)

Elaine presented the update for the Forever Mighty Campaign.

5. Update and Presentation of the Forever Mighty Campaign Program supported by San Juan County and the Utah Office of Tourism Grant. Elaine Gizler, Economic Development and Visitor Services Director.

Elaine presented the update of the Forever Mighty Campaign. The current Campaign needs additional sustainability, so the tourism staff will trade the swag items for the upgrade of the hiking trail content on the County Tourism website.

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

PUBLIC HEARING

Time Stamp 0:19:56 (audio & video)

Motion to enter into Public Hearing.

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

Scott Burton, Planning & Zoning Director presented the Spanish Valley Overlay application to the Commission.

Elaine Gizler, citizen of Monticello, spoke highly of the construction history of the real estate developer.

Motion to exit the Public Hearing.

Time Stamp 0:52:31(audio & video)

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

6. Consideration and Approval of an Application to Attach Spanish Valley Overnight Accommodations Overlay, Curtis Wells

Time Stamp 0:21:10 (audio & video)

Scott Burton, Planning & Zoning Director presented the Spanish Valley Overlay application to the Commission. The overlay will be attached to the proposed 95 unit development property.

Curtis Wells, the developer presented additional information about the entire project. He felt that the project will be compliant to the State & County building code and will be of benefit to the northern part of San Juan County.

Time Stamp 0:53:52 (audio & video)

Motion to approve the 2nd phase of the Spanish Valley Accommodation Overlay.

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

BUSINESS/ACTION

7. Consideration and Approval of a Notice of Award and Intent to Negotiate a Contract (San Juan County Building Resilient Infrastructure and Communities Mitigation Plan) with Integrated Solutions Consulting for \$29,711.60, Mack McDonald, Chief Administrative Officer

Time Stamp 0:55:51 (audio & video)

Mack presented the Intent to Negotiate a Contract for the remediation of hazardous items.

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

8. CONSIDERATION OF A RESOLUTION FILLING THE VACANCY OF THE SAN JUAN COUNTY ATTORNEY IN A COUNTY WITH FEWER THAN 15 ATTORNEYS, Willie Grayeyes, County Commission Chair

Time Stamp 0:59:30 (audio & video)

Mack presented a very lengthy and thorough description of the steps taken to fill the vacant County Attorney position.

Motion to Approve Ordinance #8:

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

9. CONSIDERATION OF A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS APPOINTING _____ AS THE COUNTY ATTORNEY COMPLETING THE TERM VACATED OFFICIALLY ON MARCH 28, 2022 BY THE ELECTED COUNTY ATTORNEY KENDALL LAWS WHICH TERM EXPIRES DECEMBER 31, 2022, Mack McDonald, Chief Administrative Officer

Time Stamp 1:50:38 (audio & video)

With the passage of Ordinance #8, this resolution became null and void.

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

10. CONSIDERATION OF A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COMMISSIONERS APPOINTING DEPUTY COUNTY ATTORNEY ALEX GOBLE AS THE INTERIM COUNTY ATTORNEY UNTIL A SUCCESSOR IS SELECTED, Mack McDonald, Chief Administrative Officer

Time Stamp 1:55:00 (video & audio)

Mack presented the Resolution to appoint Alex Goble, County Deputy Attorney as the Interim County Attorney.

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

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

Voting Nay: Commissioner Maryboy

COMMISSION REPORTS

Time Stamp 2:00:05 (audio & video)

Commissioner Adams has several statewide meetings over the next 10 days.

Commissioner Maryboy has attended several meetings.

Commissioner Chair Grayeyes has several meetings planned for the next few weeks.

ADJOURNMENT

Time Stamp 02:08:05 (audio & video)

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

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

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 04/16/2022 to 04/30/2022**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Abbott Laboratories	121355	615221719	04/19/2022	04/19/2022	499.31	SJC Aging	104680610 - Miscellaneous Supplie
Abbott Laboratories	121355	615222672	04/19/2022	04/19/2022	111.84	SJC Aging	104679610 - Miscellaneous Supplie
Abbott Laboratories	121355	615225937	04/19/2022	04/19/2022	112.60	SJC Aging	104679610 - Miscellaneous Supplie
Abbott Laboratories	121355	615232406	04/19/2022	04/19/2022	94.23	SJC Aging	104679610 - Miscellaneous Supplie
					\$817.98		
					\$817.98		
Adams, Bruce	121356	BA20220419100	04/19/2022	04/19/2022	441.00	Travel Reimbursement	104111230 - Travel Expense
					\$441.00		
Allstate Insurance	121357	C044422300	04/19/2022	04/19/2022	3,919.89	Employee benefits	102237000 - Allstate
					\$3,919.89		
Amazon Capital Services	121358	1GCL-L4JQ-4D4	04/19/2022	04/19/2022	20.00	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	121358	1NHK-3RTD-3T	04/19/2022	04/19/2022	6.20	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	121358	1VH6-JDXJ-41D	04/19/2022	04/19/2022	8.98	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	121358	1WCF-4FNR-4C	04/19/2022	04/19/2022	71.67	SJC Road Dept	214414260 - Buildings and Grounds
					\$106.85		
					\$106.85		
Amerigas Propane LP	121359	3134949064	04/19/2022	04/19/2022	183.71	200752247	104672270 - Utilities
					\$183.71		
Begay, Jay	121360	JB20220414131	04/19/2022	04/19/2022	191.00	Purchase Reimbursement	104211230 - Travel Expense
					\$191.00		
Best Deal Spring Inc.	121361	20013388-00	04/19/2022	04/19/2022	329.70	SJC Road Dept	214412250 - Equipment Operation
Best Deal Spring Inc.	121361	20013407-00	04/19/2022	04/19/2022	25.80	SJC Road Dept	214412250 - Equipment Operation
					\$355.50		
					\$355.50		
Blue Mountain Foods	121362	116053	04/19/2022	04/19/2022	14.31	SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	121362	116069	04/19/2022	04/19/2022	9.87	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	121362	116070	04/19/2022	04/19/2022	8.95	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121362	116076	04/19/2022	04/19/2022	27.48	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121362	116082	04/19/2022	04/19/2022	22.49	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121362	116083	04/19/2022	04/19/2022	81.53	SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	121362	116099	04/19/2022	04/19/2022	32.93	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	121362	116115	04/19/2022	04/19/2022	23.12	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	121362	116118	04/19/2022	04/19/2022	27.64	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121362	116126	04/19/2022	04/19/2022	40.61	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	121362	116127	04/19/2022	04/19/2022	66.31	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	121362	116132	04/19/2022	04/19/2022	32.67	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121362	116135	04/19/2022	04/19/2022	15.00	SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	121362	116136	04/19/2022	04/19/2022	14.89	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	121362	116146	04/19/2022	04/19/2022	6.87	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	121362	116150	04/19/2022	04/19/2022	41.41	SJC Aging	104678323 - Meals - Monticello

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 04/16/2022 to 04/30/2022**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Blue Mountain Foods	121362	116162	04/19/2022	04/19/2022	20.04	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	121362	116164	04/19/2022	04/19/2022	125.89	SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	121362	116171	04/19/2022	04/19/2022	26.49	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121362	116175	04/19/2022	04/19/2022	35.89	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	121362	116180	04/19/2022	04/19/2022	23.64	SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	121362	116183	04/19/2022	04/19/2022	33.91	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121362	116210	04/19/2022	04/19/2022	25.27	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121362	116212	04/19/2022	04/19/2022	170.36	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	121362	116218	04/19/2022	04/19/2022	41.83	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	121362	116223	04/19/2022	04/19/2022	54.63	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	121362	116231	04/19/2022	04/19/2022	13.96	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	121362	116238	04/19/2022	04/19/2022	14.59	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	121362	116307	04/19/2022	04/19/2022	82.52	SJC Sheriff Dept	104210620 - Miscellaneous Service
Blue Mountain Foods	121362	116310	04/19/2022	04/19/2022	26.48	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	121362	116316	04/19/2022	04/19/2022	44.01	SJC Sheriff Dept	104230480 - Kitchen Food
					\$1,205.59		
					\$1,205.59		
Bradford Tire	121363	70239	04/19/2022	04/19/2022	86.09	SJC SHERIFF	104210251 - Gas, Oil and Grease
Bradford Tire	121363	70252	04/19/2022	04/19/2022	16.00	SJC Road Dept	214412250 - Equipment Operation
					\$102.09		
					\$102.09		
Burgess, Ann Marie	121364	AMB202204191	04/19/2022	04/19/2022	118.31	TRAVEL REIMBURSMENT	104134230 - Travel Expense
					\$118.31		
Century Equipment Co.	121365	DP94612	04/19/2022	04/19/2022	187.64	SJC Road Dept	214412250 - Equipment Operation
					\$187.64		
Chamberlain, Ramona	121366	RC20220906641	04/19/2022	04/19/2022	50.00	Meeting Attendance	724580620 - Miscellaneous Service
					\$50.00		
Child Support Services	121367	CSS2022041413	04/19/2022	04/19/2022	526.00	C000926263	102229000 - Other Deductions Paya
Child Support Services	121367	CSS2022041413	04/19/2022	04/19/2022	985.50	C001361546	102229000 - Other Deductions Paya
Child Support Services	121367	CSS2022041413	04/19/2022	04/19/2022	430.94	C001392403	102229000 - Other Deductions Paya
					\$1,942.44		
					\$1,942.44		
Cody, Lucille	121368	LC20220419085	04/19/2022	04/19/2022	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					\$50.00		
Dailey, Carolyn	121369	CD20220419085	04/19/2022	04/19/2022	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					\$50.00		
Dr. Michael Nielson	121370	DN041322	04/19/2022	04/19/2022	600.00	Medical Director Dues	255007.310 - Indirect Admin Profess
					\$600.00		

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DTS - State of Utah	121371	2209R09400000	04/19/2022	04/19/2022	694.25	SJC Sheriffs Office	104232280 - Telephone
					\$694.25		
Dunn, Kurt	121372	KD20220414131	04/19/2022	04/19/2022	160.00	TRAVEL REIMBURSEMENT	104210230 - Travel Expense
Dunn, Kurt	121372	KD20220414131	04/19/2022	04/19/2022	160.00	TRAVEL REIMBURSEMENT	104210230 - Travel Expense
					\$320.00		
Earthgrains Baking Company	121373	85272225246	04/19/2022	04/19/2022	28.00	SJC Jail	104230480 - Kitchen Food
					\$28.00		
EFTPS - IRS	EFT	PR041722-575	04/22/2022	04/22/2022	7,760.04	Medicare Tax	102221000 - FICA Payable
EFTPS - IRS	EFT	PR041722-575	04/22/2022	04/22/2022	16,461.80	Federal Income Tax	102222000 - Federal Tax W/H Paya
EFTPS - IRS	EFT	PR041722-575	04/22/2022	04/22/2022	33,180.80	Social Security Tax	102221000 - FICA Payable
					\$57,402.64		
Fastenal Company	121374	COBAY70041	04/19/2022	04/19/2022	274.51	SJC Road	214412250 - Equipment Operation
Fastenal Company	121374	COBAY70042	04/19/2022	04/19/2022	230.61	SJC Road	214412250 - Equipment Operation
Fastenal Company	121374	COBAY70043	04/19/2022	04/19/2022	346.28	SJC Road	214414480 - Special Department Su
					\$851.40		
Ford, Genevieve	121375	GF20220419085	04/19/2022	04/19/2022	50.00	Meeting Attendance	724580620 - Miscellaneous Service
					\$50.00		
Four States Tire & Service	121376	359306	04/19/2022	04/19/2022	188.00	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	121376	359453	04/19/2022	04/19/2022	832.02	SJC Road	214412250 - Equipment Operation
Four States Tire & Service	121376	361497	04/19/2022	04/19/2022	50.00	SJC Road	214412250 - Equipment Operation
					\$1,070.02		
Freestone, Alan	121377	AF20220414131	04/19/2022	04/19/2022	283.21	Purchase Reimbursement	104215620 - Miscellaneous Service
					\$283.21		
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	32.31	SJC Fuel Bill	104192251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	66.63	SJC Fuel Bill	104151251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	88.00	SJC Fuel Bill	104147251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	90.62	SJC Fuel Bill	104256251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	127.19	SJC Fuel Bill	724581251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	155.90	SJC Fuel Bill	104193251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	282.48	SJC Fuel Bill	255012.251 - Local General Health
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	353.41	SJC Fuel Bill	574424251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	388.54	SJC Fuel Bill	104242251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	535.70	SJC Fuel Bill	104166251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	616.45	SJC Fuel Bill	104225251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	666.83	SJC Fuel Bill	104111251 - Gas, Oil and Grease

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Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	856.91	SJC Fuel Bill	214412251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	929.39	SJC Fuel Bill	264350251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	1,184.18	SJC Fuel Bill	104672251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	9,640.40	SJC Fuel Bill	104210251 - Gas, Oil and Grease
Fuel Network	121378	F2209E00945	04/14/2022	04/19/2022	38,185.21	SJC Fuel Bill	214412251 - Gas, Oil and Grease
					<u>\$54,200.15</u>		
					\$54,200.15		
GIS Planning	121379	2120794014	04/19/2022	04/19/2022	3,600.00	SJC Economic Dev	104192615 - Contracts
GIS Planning	121379	3120083655	04/19/2022	04/19/2022	-1,123.75	SJC Economic Dev	104192615 - Contracts
					<u>\$2,476.25</u>		
					\$2,476.25		
Goulding's Lodge And Tour	121380	506389	04/19/2022	04/19/2022	7.50	SJC Sheriff Office	104210620 - Miscellaneous Service
					<u>\$7.50</u>		
					\$7.50		
Grayeyes, Willie	121381	WG20220419	04/19/2022	04/19/2022	1,790.52	Travel Reimbursement	104111230 - Travel Expense
					<u>\$1,790.52</u>		
					\$1,790.52		
Holliday Construction Inc.	121382	13270	04/19/2022	04/19/2022	522.00	SJC Road Dept	214414260 - Buildings and Grounds
Holliday Construction Inc.	121382	13284	04/19/2022	04/19/2022	688.00	SJC Road Dept	214414260 - Buildings and Grounds
					<u>\$1,210.00</u>		
					\$1,210.00		
Honnen Equipment Co.	121383	1325157	04/19/2022	04/19/2022	-61.35	SJC Road Dept	214412250 - Equipment Operation
Honnen Equipment Co.	121383	1325383	04/19/2022	04/19/2022	-984.38	SJC Road Dept	214412250 - Equipment Operation
Honnen Equipment Co.	121383	1325390	04/19/2022	04/19/2022	-551.22	SJC Road Dept	214412250 - Equipment Operation
Honnen Equipment Co.	121383	1327039	04/19/2022	04/19/2022	401.46	SJC Road Dept	214412250 - Equipment Operation
Honnen Equipment Co.	121383	1360946	04/19/2022	04/19/2022	791.03	SJC Road Dept	214412250 - Equipment Operation
Honnen Equipment Co.	121383	1360949	04/19/2022	04/19/2022	791.03	SJC Road Dept	214412250 - Equipment Operation
					<u>\$386.57</u>		
					\$386.57		
ImageNet Consulting LLC	121384	INV148549	04/19/2022	04/19/2022	160.00	SJC Recorder	104144240 - Office Expense
					<u>\$160.00</u>		
					\$160.00		
JB Restoration & Fabrication	121385	3938	04/19/2022	04/19/2022	199.00	SJC Road Dept	214412250 - Equipment Operation
JB Restoration & Fabrication	121385	3939	04/19/2022	04/19/2022	199.00	SJC Road Dept	214412250 - Equipment Operation
					<u>\$398.00</u>		
					\$398.00		
JViation	121386	2019.U96.01 AIP	04/19/2022	04/19/2022	26,254.78	Cal Black Airport	105430620 - Miscellaneous Service
					<u>\$26,254.78</u>		
					\$26,254.78		
Keith Campbell Service	121387	17439	04/19/2022	04/19/2022	24.00	SJC Aging	104676260 - Buildings and Grounds
					<u>\$24.00</u>		
					\$24.00		

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Kenworth Sales Company	121388	PRIIN5067233	04/19/2022	04/19/2022	28.63	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	121388	PRIIN5092790	04/19/2022	04/19/2022	676.19	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	121388	PRIIN5098011	04/19/2022	04/19/2022	149.26	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	121388	PRIIN5101196	04/19/2022	04/19/2022	87.68	SJC Road	214412250 - Equipment Operation
					<u>\$941.76</u>		
					\$941.76		
Lacy, Lehi	121389	LL20220414131	04/19/2022	04/19/2022	480.00	Reserve City Shift	104210620 - Miscellaneous Service
					<u>\$480.00</u>		
					\$480.00		
Lincoln National Life Insurance Co	121390	4389238388	04/19/2022	04/19/2022	1,591.42	Employee portion Life/LTD	102236000 - Lincoln Financial
Lincoln National Life Insurance Co	121390	4389238388	04/19/2022	04/19/2022	4,893.57	Employee portion Life/LTD	104965135 - Life Insurance Premiu
					<u>\$6,484.99</u>		
					\$6,484.99		
Main Street Drug and Boutique	121391	179340	04/19/2022	04/19/2022	83.59	SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique	121391	179494	04/19/2022	04/19/2022	8.19	SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique	121391	179596	04/19/2022	04/19/2022	4.19	SJC Sheriff	104230312 - Medical Expenses
					<u>\$95.97</u>		
					\$95.97		
MCI	121392	MCI2022041516	04/19/2022	04/19/2022	27.30	Cal Black Airport - 435-684-2419	105430250 - Equipment Operation
					<u>\$27.30</u>		
					\$27.30		
Monticello City	121393	MC20220415164	04/19/2022	04/19/2022	3,438.62	Hideout Utilities	104672270 - Utilities
Monticello City	121393	MC20220419160	04/19/2022	04/19/2022	56.92	SJC All Accounts	104225270 - Utilities
Monticello City	121393	MC20220419160	04/19/2022	04/19/2022	56.92	SJC All Accounts	104225270 - Utilities
Monticello City	121393	MC20220419160	04/19/2022	04/19/2022	60.00	SJC All Accounts	104165270 - Utilities
Monticello City	121393	MC20220419160	04/19/2022	04/19/2022	70.00	SJC All Accounts	104620270 - Utilities
Monticello City	121393	MC20220419160	04/19/2022	04/19/2022	110.00	SJC All Accounts	724167270 - Utilities
Monticello City	121393	MC20220419160	04/19/2022	04/19/2022	179.24	SJC All Accounts	104161270 - Utilities
Monticello City	121393	MC20220419160	04/19/2022	04/19/2022	312.52	SJC All Accounts	214414270 - Utilities
Monticello City	121393	MC20220419160	04/19/2022	04/19/2022	1,616.17	SJC All Accounts	104166270 - Utilities
					<u>\$5,900.39</u>		
					\$5,900.39		
Monticello Mercantile	121394	C238452	04/19/2022	04/19/2022	28.96	SJC Library	724581920 - Grant Expenses
Monticello Mercantile	121394	C240224	04/19/2022	04/19/2022	8.57	SJC Library	724581920 - Grant Expenses
Monticello Mercantile	121394	C241322	04/19/2022	04/19/2022	10.99	SJC Clerk	104142240 - Office Expense
Monticello Mercantile	121394	C242306	04/19/2022	04/19/2022	11.16	SJC Sheriff	104230620 - Miscellaneous Service
Monticello Mercantile	121394	C242377	04/19/2022	04/19/2022	37.73	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	121394	C242419	04/19/2022	04/19/2022	116.70	SJC Aging	104676260 - Buildings and Grounds
Monticello Mercantile	121394	C242424	04/19/2022	04/19/2022	6.58	SJC Aging	104676260 - Buildings and Grounds
Monticello Mercantile	121394	C242430	04/19/2022	04/19/2022	0.47	SJC Aging	104676260 - Buildings and Grounds
Monticello Mercantile	121394	C242438	04/19/2022	04/19/2022	31.78	SJC Ambulance	264350610 - Miscellaneous Supplie
Monticello Mercantile	121394	C242482	04/19/2022	04/19/2022	20.96	SJC Aging	104676260 - Buildings and Grounds
Monticello Mercantile	121394	C242484	04/19/2022	04/19/2022	11.58	SJC Aging	104161260 - Buildings and Grounds

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Monticello Mercantile	121394	C242555	04/19/2022	04/19/2022	15.87	SJC Econ Dev	104192240 - Office Expense
Monticello Mercantile	121394	E24027	04/19/2022	04/19/2022	38.95	SJC Library	724581920 - Grant Expenses
Monticello Mercantile	121394	E24100	04/19/2022	04/19/2022	15.49	SJC Road	214414240 - Office Expense
					<u>\$355.79</u>		
					\$355.79		
Motorola Solutions	121395	8230363722	04/19/2022	04/19/2022	29,480.53	SJC Sheriff	104230242 - Software Maintenance
					<u>\$29,480.53</u>		
Mountainland Supply Co	121396	S104619380.001	04/19/2022	04/19/2022	1,803.42	SJC Aging	104676260 - Buildings and Grounds
					<u>\$1,803.42</u>		
National Benefit Services LLC	121397	846715	04/19/2022	04/19/2022	91.50	FSA Plan	104965140 - Other Employee Benefi
National Benefit Services LLC	121397	CP313046	04/19/2022	04/19/2022	5,670.30	Claims Paid Invoice	102227000 - Health Care Reimburs
					<u>\$5,761.80</u>		
					\$5,761.80		
Navajo Tribal UtilityAuthority	121398	32001457611	04/19/2022	04/19/2022	133.81	60378368 4000 W HWY 163	214414270 - Utilities
Navajo Tribal UtilityAuthority	121398	32001457612	04/19/2022	04/19/2022	29.28	60378370- 300 N 1200 E TVBOST	104574270 - Utilities
Navajo Tribal UtilityAuthority	121398	32001457613	04/19/2022	04/19/2022	38.48	60378371 Along Hwy 162	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	121398	34001393423	04/19/2022	04/19/2022	0.03	60378372 Abt HWY 162	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	121398	34001393426	04/19/2022	04/19/2022	0.10	60378375 Hwy 162 and Hwy 262	104850730 - Improvements Other T
Navajo Tribal UtilityAuthority	121398	34001393427	04/19/2022	04/19/2022	0.09	60378376 Front Fire Station	104850730 - Improvements Other T
					<u>\$201.79</u>		
					\$201.79		
Nicholas & Company	121399	7914904	04/19/2022	04/19/2022	655.39	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	121399	7918285	04/19/2022	04/19/2022	3,590.84	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	121399	7918290	04/19/2022	04/19/2022	638.82	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	121399	7918290	04/19/2022	04/19/2022	638.82	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	121399	7918292	04/19/2022	04/19/2022	567.25	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	121399	7918292	04/19/2022	04/19/2022	567.25	SJC Aging	104678325 - Meals - Blanding
					<u>\$6,658.37</u>		
					\$6,658.37		
Office Depot	121400	237071633001	04/19/2022	04/19/2022	98.30	SJC Sheriff's Office	104230610 - Miscellaneous Supplie
Office Depot	121400	237071633001	04/19/2022	04/19/2022	341.30	SJC Sheriff's Office	104150240 - Office Expense
					<u>\$439.60</u>		
					\$439.60		
Packard Wholesale Co.	121401	INV183679	04/19/2022	04/19/2022	191.70	SJC Sheriff's Office	104230620 - Miscellaneous Service
Packard Wholesale Co.	121401	INV183782	04/19/2022	04/19/2022	50.86	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	121401	INV183821	04/19/2022	04/19/2022	400.15	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	121401	INV183822	04/19/2022	04/19/2022	120.84	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	121401	INV183831	04/19/2022	04/19/2022	536.35	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	121401	INV183832	04/19/2022	04/19/2022	82.50	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	121401	INV184266	04/19/2022	04/19/2022	75.16	SJC Aging	104678325 - Meals - Blanding

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Packard Wholesale Co.	121401	INV184266	04/19/2022	04/19/2022	75.17	SJC Aging	104677325 - Meals - Blanding
Packard Wholesale Co.	121401	INV184283	04/19/2022	04/19/2022	269.39	SJC Aging	104678323 - Meals - Monticello
Packard Wholesale Co.	121401	INV184283	04/19/2022	04/19/2022	269.40	SJC Aging	104677323 - Meals - Monticello
					<u>\$2,071.52</u>		
					\$2,071.52		
Pepsi-Cola	121402	97700769	04/19/2022	04/19/2022	193.70	SJC Sheriff Dept	104230480 - Kitchen Food
					<u>\$193.70</u>		
					\$193.70		
Personnel Evaluation Inc	121403	43755	04/19/2022	04/19/2022	40.00	SJC Sheriff	104230620 - Miscellaneous Service
					<u>\$40.00</u>		
					\$40.00		
Petty Cash	121404	PC20220414131	04/19/2022	04/19/2022	1.40	SJC Library	724581620 - Special Programs
Petty Cash	121404	PC20220414131	04/19/2022	04/19/2022	3.81	SJC Library	724581920 - Grant Expenses
Petty Cash	121404	PC20220414131	04/19/2022	04/19/2022	4.95	SJC Library	724581240 - Office Expense
Petty Cash	121404	PC20220419085	04/19/2022	04/19/2022	17.09	SJC Library	724581920 - Grant Expenses
					<u>\$27.25</u>		
					\$27.25		
Pick-A-Stitch	121405	2273	04/19/2022	04/19/2022	444.22	SJC Road	214414140 - Other Employee Benefi
					<u>\$444.22</u>		
					\$444.22		
Quadient Finance USA, Inc.	121406	Q202204190853	04/19/2022	04/19/2022	4,000.00	Postage Machine Lease	104150241 - Postage
					<u>\$4,000.00</u>		
					\$4,000.00		
Quill Corporation	121407	24122417	04/19/2022	04/19/2022	128.88	SJC Aging	104671240 - Office Expense
Quill Corporation	121407	24122460	04/19/2022	04/19/2022	116.97	SJC Aging	104671240 - Office Expense
Quill Corporation	121407	24127824	04/19/2022	04/19/2022	119.99	SJC Aging	104686610 - Miscellaneous Supplie
					<u>\$365.84</u>		
					\$365.84		
Redd's Ace Hardware	121408	854090	04/19/2022	04/19/2022	111.46	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	121408	854097	04/19/2022	04/19/2022	63.95	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	121408	854154	04/19/2022	04/19/2022	10.47	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	121408	854556	04/19/2022	04/19/2022	15.55	SJC Public Health	255620.241 - DEQ Water Quality Po
					<u>\$201.43</u>		
					\$201.43		
RiverCanyon Wireless	121409	76432	04/19/2022	04/19/2022	35.33	SJC Fair	104620270 - Utilities
					<u>\$35.33</u>		
					\$35.33		
Roberts, Nichole	121410	NR20220415164	04/19/2022	04/19/2022	46.40	TRANSPORT	104672615 - Contracts
Roberts, Nichole	121410	NR20220415164	04/19/2022	04/19/2022	6.24	TRANSPORT	104672615 - Contracts
Roberts, Nichole	121410	NR20220415164	04/19/2022	04/19/2022	23.20	TRANSPORT	104672615 - Contracts
Roberts, Nichole	121410	NR20220415164	04/19/2022	04/19/2022	6.48	TRANSPORT	104672615 - Contracts
Roberts, Nichole	121410	NR20220415164	04/19/2022	04/19/2022	23.20	TRANSPORT	104672615 - Contracts
Roberts, Nichole	121410	NR20220415164	04/19/2022	04/19/2022	6.32	TRANSPORT	104672615 - Contracts

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 04/16/2022 to 04/30/2022**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Roberts, Nichole	121410	NR20220415164	04/19/2022	04/19/2022	6.24	TRANSPORT	104672615 - Contracts
					\$118.08		
					\$118.08		
Rocky Mountain Power	121411	RMP202204141	04/19/2022	04/19/2022	118.79	59288636-0037 Mexican Hat TV	104574270 - Utilities
					\$118.79		
Rush Truck Centers of Utah Inc	121412	3027216182	04/19/2022	04/19/2022	358.47	SJC Road Dept	214412250 - Equipment Operation
					\$358.47		
San Juan Clinic	121413	281R22	04/19/2022	04/19/2022	72.00	Gene Burgess	214414620 - Miscellaneous Service
					\$72.00		
San Juan County	121414	SJC2022041413	04/19/2022	04/19/2022	157.57	TASK FORCE OVERTIME	104211110 - Salaries and Wages
					\$157.57		
Schulte, Tim	121415	TS20220419085	04/19/2022	04/19/2022	50.00	Library Board Meeting	724580620 - Miscellaneous Service
					\$50.00		
Snap-on Credit LLC	121416	SOC202204141	04/19/2022	04/19/2022	1,299.00	SJC Road 125501189	214412210 - Subscriptions and Me
Snap-on Credit LLC	121416	SOC202204141	04/19/2022	04/19/2022	1,299.00	SJC Road 125520270	214412210 - Subscriptions and Me
					\$2,598.00		
					\$2,598.00		
Sorenson Advertising, dba Relic A	121417	207029	04/19/2022	04/19/2022	32,188.32	SJC Economic Dev	104193490 - Advertising and Promot
					\$32,188.32		
State of Utah	121418	22F0000202	04/19/2022	04/19/2022	354.50	SJC PUBLIC HEALTH	255013.980 - Vital Statistics Intergov
					\$354.50		
The Law Office of Edwin B. Parry	121419	LOEBP2022041	04/19/2022	04/19/2022	706.66	GARNISHMENT	102229000 - Other Deductions Paya
The Law Office of Edwin B. Parry	121419	LOEBP2022041	04/19/2022	04/19/2022	353.33	GARNISHMENT	102229000 - Other Deductions Paya
					\$1,059.99		
					\$1,059.99		
Tsinigine, Latoya	121420	lt202204190853	04/19/2022	04/19/2022	100.00	ROB	103511000 - Justice Court Fines
					\$100.00		
USU	121421	A35629-22-03	04/19/2022	04/19/2022	-72.80	SJC Extension Support A35629-584500	104610480 - Special Department Su
USU	121421	A35629-22-03	04/19/2022	04/19/2022	-55.00	SJC Extension Support A35629-584500	104610220 - Public Notices
USU	121421	A35629-22-03	04/19/2022	04/19/2022	6.13	SJC Extension Support A35629-584500	104610610 - Miscellaneous Supplie
USU	121421	A35629-22-03	04/19/2022	04/19/2022	10.98	SJC Extension Support A35629-584500	104610240 - Office Expense
USU	121421	A35629-22-03	04/19/2022	04/19/2022	156.00	SJC Extension Support A35629-584500	104610210 - Subscriptions and Me
USU	121421	A35629-22-03	04/19/2022	04/19/2022	608.31	SJC Extension Support A35629-584500	104610230 - Travel Expense
USU	121421	A35629-22-03	04/19/2022	04/19/2022	2,536.08	SJC Extension Support A35629-584500	104610620 - Miscellaneous Service
					\$3,189.70		
					\$3,189.70		

San Juan County
Check Register

General Fund Checking - Zions 566101143 - 04/16/2022 to 04/30/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Utah Prosecution Council	121422	12523	04/19/2022	04/19/2022	125.00	SJC Attorney	104145310 - Professional and Tech
					\$125.00		
Utah Retirement Systems	EFT	PR041722-3952	04/22/2022	04/22/2022	100.00	Traditional IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041722-3952	04/22/2022	04/22/2022	309.35	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041722-3952	04/22/2022	04/22/2022	332.71	401k Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041722-3952	04/22/2022	04/22/2022	702.70	Roth IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041722-3952	04/22/2022	04/22/2022	1,255.06	Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041722-3952	04/22/2022	04/22/2022	5,660.70	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR041722-3952	04/22/2022	04/22/2022	51,153.88	State Retirement	102224000 - Retirement Payable
					\$59,514.40		
					\$59,514.40		
Washington National Insurance	121423	P2215627	04/19/2022	04/19/2022	3,566.75	Payroll Benefits	102229000 - Other Deductions Paya
					\$3,566.75		
Young, John R.	121424	JY20220414131	04/19/2022	04/19/2022	42.99	Purchase Reimbursement	104230312 - Medical Expenses
					\$42.99		
					\$327,554.85		



COMMISSION STAFF REPORT

MEETING DATE: May 3, 2022

ITEM TITLE, PRESENTER: \$10,255 in Small Purchases: \$5000.00 for Branded Emergency Management App, Emergency Management, \$3,655.00 30 Second Commercial, Visitor Services, \$1,600.00 Economic Development Corporation of Utah Annual Membership, Economic Development

RECOMMENDATION: Approval

SUMMARY

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

\$10,255 already in budget for various departments.

San Juan County

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



Purchase From

Clever Coding State Contracted
 3300 N Triumph Boulevard
 Lehi, Utah 84043
 385-304-3334
 Attention To :

Deliver To

Deliver To Name Tammy Gallegos
 Street Address 117 S Main Street
 City, State, Zip Monticello, Utah 84505
 Phone: 435-587-3225
 Attention To :

Purchase Order

P. O. No# SHSP CDVE
 Date 4/4/2022
 Your Ref# SHSP CDVE
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
EM APP	Custom Branded Emergency Mgt App	1	\$5,000.00	\$5,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head: Tammy Gallegos

County Admin: Mack McConale

Sub Total	\$5,000.00
Tax	Exempt
Freight	
Invoice Total	\$5,000.00
Amount Paid	
Balance Due	\$5,000.00

Terms and Conditions:



SAN JUAN COUNTY COMMISSION

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

San Juan County Emergency Management is requesting that we utilize Cleaving Coding for this purchase. This is a specialized technology. The code base for this application is owned exclusively by Clever Coding. This will provide us a custom branded version of the Emergency Management App and give us the license with access to all future improvements of the app.

The funding for this purchase is 100% Homeland Security grant funding.

Tammy Gallegos
 San Juan County Emergency Manager



Clever Coding LLC
289 W Wrangler Ave
Saratoga Springs, UT 84045 US
801-901-0231
steve@clevercoding.com
www.clevercoding.com

Item 4.

INVOICE

BILL TO
San Juan County

INVOICE # 3226
DATE 04/11/2022

TERMS Due on receipt

SERVICE	QTY	RATE	AMOUNT
Custom Emergency App Custom Build of Emergency iOS and Android Apps. 1st Year License Fee.	1	5,000.00	5,000.00

BALANCE DUE

\$5,000.00

Custom Branded Version of Emergency Management App

The Emergency Management App was originally developed by Clever Coding LLC for Tooele County Emergency Management. The majority of the project was funded by Clever Coding. The code base is owned exclusively by Clever Coding. This document includes information and pricing for a custom branded version of the Emergency Management App.

What:

Custom branded version of the Emergency Management App for iOS and Android

Service Provided by:

Clever Coding LLC
3300. N. Triumph Boulevard
Suites 100
Lehi, UT 84043
(385) 304-3334

Pricing:

\$5000 to create the custom branded version and first year on the App Stores. \$500 yearly renewal fee to maintain the iOS and Android App on the App Stores.

Updates:

The license for the Emergency Management app includes access to all future improvements of the app.

Bug Updates:

Clever Coding will fix any bugs that are reported in the app and will republish the apps with the bug fixes in place for free.

What's Included:

- All features in the current version of the app will be included in the apps created for the Licensee.
- Publishing apps to Google Play and Apple App Stores

- All graphics and color schemes will be updated to the licensee's preferences if requested.
- All contact info and links will be updated to the licensee's preference.
- All "Kit" lists can be updated to licensee's preference if requested. Kits can be removed for the list if requested and custom kits can be added if requested.
- Any existing features can be disabled/removed if licensees request it.

INVOICE

Capture Adventure Media
750 S 100 E
Ephraim, UT 84627

gilbertrowley@gmail.com
(801) 602-0947
captureadventuremedia.com



San Juan County

Bill to

San Juan County

Ship to

San Juan County

Invoice details

Invoice no. : 1100
Invoice date : 04/15/2022
Terms : Net 30
Due date : 05/15/2022

Product or service	Amount
1. Video Production SJC 30s Commercial 2022	1 unit x \$3,655.00 \$3,655.00

Total \$3,655.00

Ways to pay

BANK

4193 490

PURCHASE ORDER

San Juan County

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



Purchase From

Economic Development Corporation of Utah
 201 S. Main St, STE 425
 Salt Lake City, UT 84111
 8015974943
 jrkirsling@edcutah.org

Deliver To

San Juan County VS
 117 S, Main P O Box 490
 Monticello, UT 84535
 435 587 3235
 Visitor Services

Purchase Order

P. O. No# 4222022
 Date 4/22/2022
 Your Ref#
 Our Ref#
 Credit Terms Net 30

Product ID	Description	Quantity	Unit Price	Amount
	EDC Utah Annual County Level Membership	1	\$1,600.00	\$1,600.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Code # 4192210			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Sub Total	\$1,600.00
Tax	Exempt
Freight	
Invoice Total	\$1,600.00
Amount Paid	
Balance Due	\$1,600.00

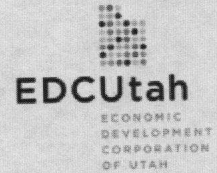
Approved:

Department Head: Elaine Gizler *Elaine Gizler*

County Admin: Mack M. [Signature]

Terms and Conditions:

ECONOMIC DEVELOPMENT
CORPORATION OF UTAH
201 S Main St Ste 425
Salt Lake City, UT 84111
+1 8015974943
jkirsling@edcutah.org
www.edcutah.org



INVOICE

BILL TO

Elaine Gizler
San Juan County
P.O. Box 490
Monticello, UT 84535

INVOICE # 10539
DATE 02/22/2022
DUE DATE 03/24/2022
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Annual Investment - County	County Level Membership	1	1,600.00	1,600.00

BALANCE DUE **\$1,600.00**

4192210

OK to pay 4/22/22
E. Gizler



COMMISSION STAFF REPORT

MEETING DATE: May 3, 2022
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Veterans Care Agreement
RECOMMENDATION: Approval

SUMMARY

We have a Memorandum of Understanding with the Veterans Health Administration to provide in home services to Veterans that qualify for this service. This is maintenance of signing the Veterans care Agreement so we can continue providing the service.

HISTORY/PAST ACTION

Renewal

FISCAL IMPACT

This is paid for by the Veterans program budget which comes from Federal funding.

A. GENERAL

This Veterans Care Agreement _____ (Agreement) is entered into by and between the undersigned entity or provider (Provider) and the U.S. Department of Veterans Affairs (VA) (collectively, the Parties) in accordance with section 1703A of title 38, United States Code (U.S.C.) and 38 Code of Federal Regulations (CFR) §§ 17.4100-4135.

B. COVERED SERVICES

1. Provider shall furnish medically necessary hospital care, medical services, and/or extended care services that are authorized by VA in accordance with the terms of this Agreement (Covered Services).
2. This Agreement shall not cover emergency care that is not ancillary to authorized services. In no event shall such emergency care be deemed to have been authorized by VA under this Agreement.
3. Provider shall comply with VA National Formulary policy for prescriptions. Non-formulary medication may be prescribed only if the clinical justification is consistent with VA Non-Formulary policy. VA's Pharmacy Benefits Management Services website (<http://www.pbm.va.gov/nationalformulary.asp>) contains the VA National Formulary.

C. AUTHORIZATION OF COVERED SERVICES

1. All Covered Services provided under this Agreement must be authorized in advance by VA through a written or electronic authorization on applicable VA forms. Authorizations will be accompanied by, at a minimum, a consult, the available and relevant medical history of the VA beneficiary, and a list of all medications prescribed to the VA beneficiary as known by VA.
2. Authorizations and accompanying documentation will be issued to Provider by mail, secure fax, or secure email in accordance with Section O. Authorizations may be issued by VA at any time during the Term of this Agreement.
3. Authorizations must contain the Veterans Care Agreement number listed in Section A of this Agreement.
4. Authorizations are only valid for the specific service(s) identified in the authorization and accompanying consult. In the event of a conflict between the authorization and consult, the authorization controls. Standardized Episodes of Care (SEOCs) will be the method used to describe specific services authorized, to include CPT codes. If a SEOC is not available for the services being requested, the episode of care will be defined.
5. Authorizations are only valid for Covered Services performed within the dates specified in the authorization.
6. Provider, and any providers that perform services authorized under this Agreement, shall only furnish Covered Services authorized by VA in accordance with the terms of this Agreement. If Provider determines that additional hospital care, medical services, and/or extended care services are needed that are outside the scope of an existing authorization, Provider must contact VA to request written authorization to furnish such additional hospital care, medical services, and/or extended care services. Provider must receive written authorization from VA in accordance with § C.1, above, prior to furnishing any additional hospital care, medical services, and/or extended care services that are outside the scope of an existing authorization.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA)
VETERANS CARE AGREEMENT (Continued)**

Item 5.

7. Authorizations issued by VA under this Agreement, and any Covered Services furnished pursuant to such authorizations, are subject to the terms and conditions of this Agreement. In the event of a conflict between an authorization (or accompanying consult or other documentation) and this Agreement, this Agreement controls.

D. PROVIDER QUALIFICATIONS AND CONDITIONS FOR PROVISION OF COVERED SERVICES

1. Provider shall always be actively certified in accordance with 38 CFR § 17.4110. In no event shall Provider, or any other provider, furnish any services under this Agreement if Provider is not actively certified in accordance with that regulation.

2. Provider, and any providers that perform services authorized under this Agreement, shall have an Active NPI number. Provider shall have a Federal Tax ID number (TIN). Employer Identification Number (EIN) number can be obtained in lieu of a TIN, as applicable. NPI numbers and Provider's Tax ID number shall be provided to VA within 10 business days of request.

3. Provider, and any providers that perform services authorized under this Agreement, shall always be authorized to perform such services in the jurisdiction where such services are delivered, including possessing, if required, a full, active, and unrestricted license in the state or other jurisdiction in which the services are being delivered. Provider shall provide VA with current copies of applicable medical licenses within 10 business days of request.

4. Provider, and any providers that perform services authorized under this Agreement, shall always possess and maintain medical malpractice insurance in an amount in accordance with the laws of the state and locality in which the services are delivered. Such insurance must cover acts and omissions that occur during performance of services authorized under this Agreement. Provider shall provide VA with current copies of applicable medical malpractice insurance coverage within 10 business days of request.

5. Provider certifies that neither it nor any provider performing services authorized under this Agreement has ever experienced a loss of or adverse impact to a certification, credential, privilege, or license. In no event shall any services authorized under this Agreement be furnished by any provider, including Provider, that has ever experienced a loss of or adverse impact to a certification, credential, privilege, or license. Provider shall report in writing, as soon as possible, but not later than fifteen (15) business days after Provider is notified, the loss of or other adverse impact to the certification, credentialing, privileging, or licensing of Provider or any provider authorized by VA, in accordance with Section E, to perform services authorized under this Agreement. Adverse impact shall include, but is not limited to: any action taken to investigate, restrict, suspend or revoke a provider's license or certification to provide hospital care, medical care, or extended care services. VA reserves the right to take action if it becomes aware of an alleged egregious act(s) or a provider's license is under investigation for an alleged egregious act(s) that would place a veteran at risk if seen by that provider.

6. Services authorized under this Agreement shall never be performed by any individual or entity currently excluded from participation in a federal health care program under section 1128 or section 1128A of the Social Security Act (42 U.S.C. §§ 1320a-7 or 1320a-7a) and included on the List of Excluded Individuals/Entities (LEIE) maintained by the U.S. Department of Health and Human Services' Office of Inspector General. Provider shall notify VA within 5 business days of being excluded from participation in a federal health care program under section 1128 or section 1128A of the Social Security Act (42 U.S.C. §§ 1320a-7 or 1320a-7a) or being included on the LEIE.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA)
VETERANS CARE AGREEMENT (Continued)**

Item 5.

7. Services authorized under this Agreement shall never be performed by any individual or entity currently identified as an excluded source in the System for Award Management (SAM) database maintained by the U.S. General Services Administration. Such status is denoted by the existence of an “exclusion” record in SAM. Provider shall notify VA within 5 business days of being identified as an excluded source in SAM.
8. Provider, and any providers that perform services authorized under this Agreement, shall always meet and comply with all applicable state and federal laws regarding the prescription of controlled substances.
9. Provider, and any providers that perform services authorized under this Agreement, shall receive and review the evidence-based guidelines for prescribing opioids established by the Opioid Safety Initiative of the Department of Veterans Affairs. By providing Covered Services under this Agreement, Provider certifies that Provider and any providers that perform services authorized under this Agreement have received and reviewed those guidelines prior to performing any such services. Provider, and any providers that prescribe opioids under this Agreement, shall complete VA’s online Community Care Provider Opioid Safety Initiative training course prior to performing any services authorized under this Agreement, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date. If VA determines, in its sole discretion and for any reason, that the opioid prescribing practices of any provider conflict with or are otherwise inconsistent with the standards of appropriate and safe care, or may place veterans at risk, VA may prohibit Provider from using such provider to perform services authorized under this Agreement. VA will provide written notice of any such determinations to Provider.
10. Provider, and any providers with an NPI that perform services authorized under this Agreement, shall always meet and comply with all general competency standards and requirements established by VA, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date. Provider can request VA’s general competency standards and requirements at any time. Provider, and any providers with an NPI that perform services authorized under this Agreement, shall complete VA’s online General Competency training course prior to performing any services authorized under this Agreement, except that this requirement does not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date.
11. Except as otherwise provided in this paragraph, Provider, and providers that perform services authorized under this Agreement, shall always meet and comply with all applicable competency standards and requirements established by VA for specialized clinical areas, including but not limited to post-traumatic stress disorder (PTSD), military sexual trauma (MST), and traumatic brain injury (TBI), when performing services authorized under this Agreement in those respective clinical areas. Provider can request VA’s applicable competency standards and requirements at any time. Except as otherwise provided in this paragraph, Provider, and providers that perform services authorized under this Agreement in specialized clinical modalities, including but not limited to PTSD, MST, and/or TBI, shall complete any applicable VA online training course for each respective clinical area prior to performing any services authorized under this Agreement in such clinical areas. The requirements of this paragraph do not apply during the first 180 calendar days after the Effective Date or to a provider furnishing an episode of care that was authorized prior to the 180th calendar day after the Effective Date.

E. VA CREDENTIALING, APPROVAL, AND DISAPPROVAL OF PROVIDERS

1. Provider must always provide VA with written notice identifying any providers that may perform services authorized under this Agreement at least 10 business days before any such provider performs any such services. Written notice must contain all applicable providers' names, NPIs, and any other pertinent information requested by VA. In no event shall any service authorized under this Agreement be performed by any provider about whom VA has not received advance written notice in accordance with the terms of this Agreement.
2. VA will conduct credentialing of Provider, if applicable, and all providers identified by Provider under § E.1 that may perform services authorized under this Agreement. VA's credentialing will be in accordance with standards and processes determined by VA. Except as otherwise provided in this paragraph, Provider, if applicable, and any provider that performs services authorized under this Agreement shall always be actively credentialed by VA, and Provider must receive written notice from VA that a provider is credentialed prior to permitting such provider to perform any such services. VA will provide written notice of all providers identified under § E.1, above, that are credentialed by VA. VA may suspend credentialing requirements at any time by written notice to Provider. When credentialing requirements are suspended, providers do not need to be actively credentialed by VA to perform services authorized under this Agreement, but must be approved in accordance with § E.3. Any suspension of credentialing requirements will be indefinite, until the suspension is revoked by written notice from VA. Any such revocation will not apply to episodes of care in progress at the time of revocation.
3. When credentialing requirements are suspended, Provider, if applicable, and all providers that may perform services authorized under this Agreement shall always be approved by VA prior to performing any such services. Provider must receive written notice from VA that a provider is approved prior to permitting such provider to perform any such services.
4. VA reserves the right to unilaterally prohibit Provider from permitting any specific provider to perform services authorized under this Agreement. VA is not obligated to provide any reason for prohibiting a specific provider from performing services under this Agreement. VA will provide written notice of any such prohibition to Provider. In no event shall Provider permit a provider to perform services authorized under this Agreement if VA has provided written notice to Provider that such provider is prohibited from performing such services.

F. QUALITY STANDARDS AND MONITORING

Provider, and any providers that perform services authorized under this Agreement, shall always meet and comply with all applicable VA quality standards and requirements. Such standards include, but are not limited to, those pertaining to timely care, effective care, safe care, and Veteran-centered care. Provider can request VA's quality standards and requirements at any time. Provider must always monitor compliance of all services authorized under this Agreement with all applicable VA quality standards and requirements. Provider shall always provide VA with documentation of the results of such monitoring within 10 business days of request.

G. INSPECTION OF SERVICES

1. Provider shall only tender for acceptance of those services that conform to the requirements of this Agreement. Provider shall provide and maintain an inspection system sufficient to determine and document the conformance of all services provided under this Agreement with all requirements of this Agreement. Complete records of all inspection work performed by Provider shall be maintained and made available to VA during the Term of this Agreement and for one (1) year thereafter.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA)
VETERANS CARE AGREEMENT (Continued)**

Item 5.

2. VA reserves the right to inspect and test any services authorized and performed under this Agreement, to the extent practicable at all times and places during the Term of the Agreement, including through announced or unannounced site visits to the premises of Provider or any entity or provider involved in performing services authorized under this Agreement. VA shall perform inspections and tests in a manner that will not unduly delay the work.
3. If VA performs inspections or tests on the premises of Provider, or any entity or provider involved in performing services authorized under this Agreement, Provider shall furnish, and shall require any such entity or Provider to furnish, at no increase in price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
4. If any of the services authorized and performed under this Agreement do not conform with requirements of this Agreement, VA may require Provider to perform the services again in conformity with the requirements of this Agreement, at no increase in price. When the defects in services cannot be corrected by reperformance, VA may:
 - (a) Require Provider to take necessary action to ensure that future performance conforms to requirements of this Agreement; and
 - (b) Reduce the Agreement price to reflect the reduced value of the services performed.
5. If Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with the requirements of this Agreement, VA may:
 - (a) By separate contract or agreement, or otherwise, perform the services and charge to Provider any cost incurred by VA that is directly related to the performance of such services; or
 - (b) Discontinue the Agreement.

H. MEDICAL RECORDS

1. Provider shall always provide VA with copies of all medical documentation from any Covered Services performed under this Agreement.
2. Initial medical documentation for outpatient care must always be returned within thirty (30) calendar days of the initial appointment. Final outpatient medical documentation must always be returned within thirty (30) calendar days of the completion of the Standard Episode of Care. Medical documentation must always be returned within thirty (30) days from the date of discharge for inpatient care. Any medical documentation requested by VA for appropriate urgent follow up must always be provided to VA upon request. Initial medical documentation is medical documentation associated with the first appointment of a Standard Episode of Care. Final medical documentation is medical documentation that covers the entire Standard Episode of Care.
3. Provider must always submit all medical documentation directly to the VA facility that issued the authorization, via secure electronic submission, where available. Permissible secure electronic submission methods include Health Information Exchange (HIE), HealthShare Referral Manager (HSRM) when available, encrypted email (Virtru Pro), or community viewer. If none of these options are available, Provider must always submit all medical documentation to the mailing address or fax number listed on the authorization.

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4. Medical documentation must always be submitted in a legible format and include, at a minimum, the following data elements as applicable to the clinical condition(s) to which the medical documentation relates:
 - (a) Encounter notes, to include any procedures performed and recommendations for further testing or follow-up (e.g., discharge summary for inpatient). In lieu of encounter notes, a clinical summary may be provided for ancillary services when appropriate (e.g., physical therapy, occupational therapy, speech and language pathology, and nutrition services).
 - (b) Results of community testing or imaging such as MRI or CT scan (images must always be provided to VA upon request).
 - (c) Actual results of any ancillary studies/procedures that would impact recommended follow up such as biopsy results (e.g., biopsy results from the provider who recommends a follow up, such as surgery).
 - (d) Any recommended prescriptions, medical devices, supplies or equipment, and treatment plans.
 - (e) Other medical documentation based on clinical need.
5. Provider must always ensure that all medical documentation includes the following data when sent to VA:
 - (a) VA beneficiary's Unique Identifier
 - (b) VA beneficiary's full name (including suffix)
 - (c) VA beneficiary's date of birth
 - (d) Referral number
 - (e) Provider/Practitioner Authentication (including typed name and provider phone number)
6. All documents must always be authenticated by the submitting provider. Authentication consists of a written signature, written initials, and/or electronic signatures.

I. PRICES/RATES

VA shall pay, and Provider shall accept, the following amounts as payment for services under this Agreement:

1. Covered Services furnished in Alaska for which a VA Alaska Fee Schedule code and amount exist: The lesser of billed charges or the VA Alaska Fee Schedule amount.

The VA Alaska Fee Schedule only applies to physician and non-physician professional services. The schedule uses the Health Insurance Portability and Accountability Act mandated national standard coding sets.

2. Covered Services not within the scope of § I.1, above, and for which an applicable Medicare fee schedule or prospective payment system amount exists for the period in which the service was provided (without any changes based on the subsequent development of information under Medicare authorities) (hereafter "Medicare rate"): The lesser of billed charges or the applicable Medicare rate, subject to the following:
 - (I) For Covered Services that are furnished in a highly rural area (defined as an area located in a county that has fewer than seven individuals residing in that county per square mile), VA will pay the lesser of billed charges or the amount otherwise agreed to, not to exceed 130% of the applicable Medicare rate.
3. Covered Services not within the scope of § I.1, above, furnished by a facility currently designated as a Critical Access Hospital (CAH) by CMS, and for which a specific amount is determinable under the following methodology: The lesser of billed charges or the applicable CAH rate verified by VA. Data requested by VA to support the applicable CAH rate shall be provided upon request. Billed charges are not relevant for purposes of determining whether a specific amount is determinable under the above methodology.

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4. Covered Services not within the scope of §§ I.1-I.3, above, and for which there exists a VA Fee Schedule amount for the period in which the service was performed: The lesser of billed charges or the VA Fee Schedule amount for the period in which the service was performed, as posted on VA.gov.
5. Covered Services not within the scope of §§ I.1-I.4, above: Billed charges.
6. Notwithstanding §§ I.1-I.5, above, VA shall pay the following amount for Covered Services that are dental services and for which there exists a VA-determined dental rate for the period in which the service was performed: The lesser of billed charges or the VA-determined dental rate. For purposes of this paragraph, the "VA-determined dental rate" is an amount unilaterally determined by VA.

J. CLAIMS SUBMISSION AND ADJUDICATION

1. Provider shall always submit all claims within 180 days of the date of service. Claims must be submitted to the VA facility that issued the authorization. Electronic claims must be submitted by Electronic Data Exchange (EDI) using the following payer IDs: 1) 12115 for medical claims, and 2) 12116 for dental claims. Paper claims must be submitted in accordance with the instructions on the community care website on VA.gov.
2. Provider shall always submit clean claims. VA will only process and pay clean claims. A "clean claim" means a claim that contains all of the required data elements necessary for accurate adjudication, without obtaining additional information from the submitter, and which complies with all applicable VA requirements regarding information, documentation, and format, including the following specific requirements:
 - (a) Containing Provider's name, address, and Taxpayer Identification Number (TIN).
 - (b) Containing the correct VA beneficiary identifiers, including Social Security Number.
 - (c) Containing the numbers of this Agreement and the applicable VA authorization(s).
 - (d) Applying industry standard edits consistent with the current version of the CMS National Correct Coding Initiative (NCCI) Coding Policy Manual.
 - (e) For institutional paper claims, complying with all content requirements set forth in the current version of the National Uniform Billing Committee (NUBC) Official UB-04 Data Specifications Manual.
 - (f) For professional paper claims, complying with all content requirements set forth in the current version of the National Uniform Claim Committee (UCC) 1500 Claim Form Reference Instruction Manual.
 - (g) For electronic claims, complying with all content requirements set forth in the current version of the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Health Care Claim (837) transaction Type 3 Technical Reports-TR3.
 - (h) Home Health services must be billed in accordance with all applicable requirements and standards of CMS' prospective payment system for Medicare home health services.
3. If a claim is denied, VA will notify Provider in writing of the reason for denying the claim and what, if any, additional information is required to process the claim. VA will provide such notification within 45 calendar days of receipt of a paper claim and within 30 calendar days of receipt of an electronic claim. Provider must submit all additional information requested by VA within 30 calendar days of receipt of VA's notice of denial. Such information must be submitted to the VA facility that issued the authorization, in accordance with the requirements of this section. VA will pay, deny, or otherwise adjudicate the claim within 30 calendar days of receipt of the requested information.

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K. PAYMENT

1. VA shall pay Provider, upon submission of clean claims, the amounts set forth in Section I of this Agreement for Covered Services furnished and accepted. Payment will be made within 30 calendar days of receipt of a clean electronic claim and within 45 calendar days of receipt of clean paper claim.

2. Payment by Electronic Funds Transfer

(a) Method of payment.

(1) All payments by VA under this Agreement shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event VA is unable to release one or more payments by EFT, Provider agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request VA to extend payment due dates until such time as VA makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Provider's EFT information. Provider is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). Provider shall provide this information directly to the office designated in this contract to receive that information (the Designated Office') by no later than 10 business days prior to submission of the first claim. If not otherwise specified in this Agreement, the payment office is the Designated Office for receipt of the Provider's EFT information. If more than one Designated Office is named for the Agreement, Provider shall provide a separate notice to each office. In the event that the EFT information changes, Provider shall be responsible for providing the updated information to the Designated Office(s).

(c) Mechanisms for EFT payment. VA may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) VA is not required to make any payment under this Agreement until after receipt, by the Designated Office, of the correct EFT payment information from Provider. Until receipt of the correct EFT information, any claim shall be deemed not to have been received by VA for purposes of determining payment due date.

(2) If the EFT information changes after submission of correct EFT information, VA shall begin using the changed EFT information no later than 30 calendar days after its receipt by the Designated Office to the extent payment is made by EFT. However, Provider may request that no further payments be made until the updated EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because VA used the Contractor's EFT information incorrectly, VA remains responsible for--(i) making a correct payment; and (iii) recovering any erroneously directed funds.

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(2) If an uncompleted or erroneous transfer occurs because Provider's EFT information was incorrect, or was revised within 30 days of VA release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, VA is deemed to have made payment and Provider is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, VA shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and timing of payment. A payment shall be deemed to have been made in a timely manner in accordance with the terms of this Agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If Provider assigns the proceeds of this Agreement as provided for in the assignment of claims terms of this Agreement, Provider shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the Designated Office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were Provider. EFT information that shows the ultimate recipient of the transfer to be other than Provider, in the absence of a proper assignment of claims acceptable to VA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. VA is not liable for errors resulting from changes to EFT information provided by Provider's financial agent.

(i) Payment information. The payment or disbursing office shall forward to Provider available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. VA may request Provider to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, VA does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to VA. If VA makes payment by check in accordance with paragraph (a) of this clause, VA shall mail the payment information to the remittance address in this Agreement.

(j) EFT information. Provider shall provide the following information to the Designated Office. Provider shall designate a single financial agent capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The Agreement number.
- (2) Provider's name and remittance address, as stated in the Agreement.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Provider official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of Provider's financial agent.
- (5) Provider's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of Provider's financial agent.
- (7) If applicable, Provider shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if Provider's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

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(k) Vendorization. Prior to submitting a claim, Provider must ensure the authorizing VA facility has received a completed FMS Vendor File Request form (VA Form 10091) and W-9, Request for Taxpayer Identification Number and Certification and all information contained therein is current and accurate.

3. Prompt Payment by VA.

(a) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from Provider, if payment is not made by the due date and the conditions listed in paragraphs (a)(1) and (a)(2) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(1) VA received a clean claim in accordance with Section J.

(2) VA processed a receiving report or other VA documentation authorizing payment, and there was no disagreement over payment amount, compliance of services furnished with any term or condition of this Agreement, or Provider compliance with any other term or condition of this Agreement.

(b) Computing penalty amount. The interest penalty shall be computed at the rate of interest established by the Secretary of the Treasury under section 3902 of title 31, USC, and published in the Federal Register.

4. Overpayments.

(a) If Provider becomes aware of a duplicate VA payment or that VA has otherwise overpaid under the Agreement, Provider shall—

(i) Remit the overpayment amount to the payment office cited in the Agreement along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, date(s) of overpayment);

(B) Agreement number, and number(s) of affected authorization(s) and claim(s); and

(C) Provider point of contact.

(b) VA may deduct the amount of any overpayment from payments due Provider, in accordance with 38 U.S.C. § 1703D(e).

5. Interest from Provider.

(a) All amounts that become payable by Provider to VA under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (c) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) VA may issue a demand for payment to the Contractor upon finding a debt is due under the Agreement.

(c) Amounts shall be due on the date of the first written demand for payment.

(d) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(i) The date on which the designated office receives payment from Provider;

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- (ii) The date of issuance of a VA check to Provider from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to Provider.

6. The payment office for this Agreement is: the applicable VA office, unless otherwise identified by VA.

L. PAYMENT RESPONSIBILITY

1. Provider agrees that payment by VA under this Agreement shall, unless rejected and refunded by Provider within 30 calendar days of receipt, constitute payment in full and extinguish any liability on the part of the VA beneficiary for the treatment or care provided. No provision of any contract, agreement, or assignment to the contrary shall operate to modify, limit, or negate this requirement.
2. VA is solely responsible for payment for all Covered Services provided under this Agreement. Provider shall not seek to recover or collect from any party, other than the VA, any payment or fee arising from Covered Services authorized and provided under to this Agreement, including any missed appointment fees or charges.
3. Provider shall not collect any cost share or copayment amount from any VA beneficiary for Covered Services provided under this Agreement.
4. Provider agrees that it shall not seek to recover or collect from a health-plan contract or third party, as those terms are defined at 38 U.S.C § 1729, for any Covered Services provided under this Agreement and paid for by VA.

M. DISCONTINUATION

1. Provider may discontinue this Agreement by providing written notice of discontinuation to the designated VA official set forth in the notice provision of this Agreement. Written notice must be received by VA at least 45 calendar days before the discontinuation date and must specify the discontinuation date. In no event shall discontinuation be effective fewer than 45 calendar days after VA receives such notice. Unless the Parties agree otherwise in writing, Provider shall complete any episode(s) of care authorized under this Agreement that are in progress on the effective date of discontinuation.
2. VA may discontinue this Agreement for the reasons set forth in paragraph (a) of this clause. VA notice of discontinuation will comply with the requirements set forth in paragraph (b) of this clause.
 - (a) VA may discontinue this Agreement for any of the following reasons:
 - (i) If VA determines Provider failed to comply substantially with any of the provisions of 38 U.S.C. 1703A or 38 CFR §§ 17.4100-17.4135, including but not limited to the requirement to maintain active certification under 38 CFR § 17.4110 and the requirement to comply with all Standards and Requirements for Entities or Providers that Enter Into Veterans Care Agreements set forth at 38 CFR § 17.4115(b)(2);
 - (ii) If VA determines Provider failed to comply substantially with any of the provisions, terms, or conditions of this Agreement, including but not limited to any of the requirements and conditions set forth in Section D (Provider Qualifications and Conditions for Provision of Covered Services), Section E (VA Credentialing, Approval, and Disapproval of Providers), and Section F (Quality Standards and Monitoring).

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- (iii) If VA determines Provider is excluded from participation in a Federal health care program (as defined in section 1128B(f) of the Social Security Act (42 U.S.C. 1320a-7b(f)) under section 1128 or 1128A of such Act (42 U.S.C. 1320a-7 and 1320a-7a), or is identified as an excluded source on the System for Award Management Exclusions list described in part 9 of title 48, Code of Federal Regulations, and part 180 of title 2 of such Code, or successor regulations;
- (iv) If VA ascertains that Provider has been convicted of a felony or other serious offense under federal or state law and determines that discontinuation of the Agreement would be in the best interest of a VA beneficiary or VA; or
- (v) If VA determines it is reasonable to discontinue the Agreement based on the health care needs of a VA beneficiary.

(b) VA will provide written notice of discontinuation to Provider in accordance with the notice provision of this Agreement and within the following timeframes:

- (i) Written notice of discontinuation will be issued at least 45 calendar days before the discontinuation date, except as provided in subparagraph (ii).
- (ii) Notice may be issued fewer than 45 calendar days before the discontinuation date, including notice that is effective immediately upon issuance, when VA determines such abbreviated or immediate notice is necessary to protect the health of VA beneficiaries.

(c) Unless otherwise directed by VA in writing, Provider shall complete any episode(s) of care authorized under this Agreement that are in progress on the effective date of discontinuation. If VA's written notice of discontinuation sets forth any limitations on Provider furnishing previously-authorized services after the discontinuation date or any other specified date (including immediately upon issuance of such notification), Provider shall comply with those limitations.

3. Upon discontinuation by either Party, Provider shall provide VA with a list of all pending VA beneficiary appointments and shall provide all medical records in accordance with Section H of this Agreement.

N. DISPUTES

1. All disputes arising under or related to this Agreement are subject to 38 U.S.C. § 1703A(h) and 38 CFR § 17.4135. 38 CFR § 17.4135 establishes the administrative procedures and requirements for asserting and resolving all such disputes.

2. For purposes of this clause, a dispute means a disagreement, between VA and Provider, that meets the following criteria:

- (a) Pertains to either—(1) claims for payment under this Agreement; or (2) the scope of one or more specific authorizations under this Agreement.
- (b) Is not resolved informally by mutual agreement of the parties; and
- (c) Culminates in one of the parties demanding or asserting, as a matter of right, the payment of money in a sum certain under the Agreement, the interpretation of the terms of the Agreement or a specific authorization thereunder, or other relief arising under or relating to the Agreement. However, a dispute does not encompass any demand or assertion, as a matter of right, for penalties or forfeitures prescribed by a statute or regulation that another federal agency is specifically authorized to administer, settle, or determine.

3. The procedures established in this clause and § 17.4135 should only be used when the Parties have failed to resolve an issue in controversy by mutual agreement.

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4. Disputes must be initiated by submitting a notice of dispute, in writing, to the designated VA official for receipt of disputes in accordance with Section O. The notice of dispute must contain all specific assertions or demands, all facts pertinent to the dispute, any specific resolutions or relief sought, and all information and documentation necessary to review and adjudicate the dispute.

5. The notice of dispute must be received by the designated VA official for receipt of disputes, in accordance with the terms of this Agreement, within 90 calendar days after the accrual of the dispute. For purposes of this clause, the "accrual of the dispute" is the date when all events, that fix the alleged liability of either VA or Provider and permit the applicable demand(s) and assertion(s), were known or should have been known. The term "accrual of the dispute," as defined, has the following meanings in each of the two specific circumstances that follow:

(a) When a dispute consists of Provider asserting that VA has made payment in an incorrect amount, under circumstances where VA has issued a corresponding payment notice and Provider has received such notice, the accrual of the dispute is the date such notice was received by Provider.

(b) When a dispute consists of Provider asserting that VA has improperly denied payment to which it is entitled, under circumstances where VA has issued a corresponding denial of payment notice and Provider has received such notice, the accrual of the dispute is the date such notice was received by Provider.

O. NOTICE

Except as otherwise provided in this Agreement, any notice required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by mail or email to the individuals designated at the addresses listed below, or to such other person or entity as either Party shall designate by written notice to the other in accordance herewith:

U.S. Department of Veterans Affairs *(OCC to add all applicable VA POCs, mailing addresses, and email addresses)*

Designated VA official for receipt of notice of disputes pertaining to claims for payment: Director, VHA Office of Community Care (OCC), Claims Adjudication and Reimbursement (CAR) *(add mailing/email addresses for receipt of notices of dispute)*

Designated VA official for receipt of notice of disputes pertaining to the scope of authorizations: As identified in the authorization.

Provider *(Parties to fill in all applicable Provider POCs, mailing addresses, and emails)*

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P. TERM

The term of this Agreement is three (3) years, beginning on the Effective Date.

Q. FEDERAL LAW APPLICABLE

This Agreement shall be governed, construed, and enforced in accordance with Federal law. VA is subject to the Laws and Regulations of the U.S. Code and Code of Federal Regulations, which shall take precedence over this Agreement if there is a conflict between this Agreement and those Federal Laws and Regulations. This agreement is governed by chapter 17 of title 38, U.S.C., the VA MISSION Act of 2018 (Public Law 115-182), and 38 C.F.R. §§ 17.4100-4135.

R. RELATIONSHIP OF THE PARTIES

The Parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed as, or be deemed to create between the Parties hereto, a relationship of employee or employer, principal or agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

S. WARRANTY OF COMPLIANCE

Provider warrants it will operate in compliance with all applicable Federal laws and regulations.

T. PRIVACY ACT STATEMENT

1. To the extent any of the information that VA has a right to request from Provider or that Provider is otherwise required to provide VA under the terms of this Agreement constitutes "information" within the meaning of 5 USC 552a(e), and without prejudice to any other terms of this Agreement or the rights or obligations of the Parties under those terms, the following Privacy Act Statement applies.
2. VA's authority to solicit such information is 38 USC 1703A. VA's principal intended purposes for collecting such information is to use such information to establish, determine, and monitor eligibility of non-VA health care providers to furnish health care services authorized under chapter 17 of title 38, USC, as well as all uses arising under or related to the Agreement, including the exercise of any rights and discharge of any obligations thereunder. Other uses of this information include, but are not limited to, reporting healthcare provider earnings to the Internal Revenue Service; Third Party Liability, preparing responses to inquiries; performing statistical analyses for use in managerial activities, resource allocation and planning; processing and adjudicating administrative benefit claims by VBA Regional Office (RO) staff; conducting audits, reviews and investigations by staff of the VA healthcare facility, Veterans Integrated Service Network (VISN) Offices, VAFSC, VA Headquarters, and the VA Office of Inspector General (OIG); in the conduct of law enforcement investigations; and in the performance of quality assurance audits, reviews and investigations.
3. Information will be maintained in the System of Records described in System of Record Notice, 23VA10NB3, entitled "Non-VA Care (Fee) Records-VA", published at 80 FR 45590 (July 30, 2015). VA may disclose such information for routine uses 2, 7, and 30, described below and as otherwise noted in the referenced System of Records Notice. These records may also be disclosed as part of an ongoing computer-matching program to accomplish these purposes.

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(a) A record from this system of records may be disclosed to a Federal, State, or local government agency, maintaining civil, criminal, or other relevant information, such as current licenses, registration or certification, if necessary, to obtain information relevant to an agency decision concerning the hiring or retention of an employee, the use of an individual as a consultant, attending or to provide Non-VA Care (fee), the issuance of a security clearance, the letting of a contract, or the issuance of a license, grant, or other health, educational or welfare benefits. Any information in this system also may be disclosed to any of the above-listed governmental organizations as part of a series of ongoing computer matches to determine if VA healthcare practitioners and private practitioners used by the VA hold current, unrestricted licenses, or are currently registered in a State, and are board certified in their specialty, if any.

(b) Records from this system of records may be disclosed to a Federal agency or to a State or local government licensing board and/or to the Federation of State Medical Boards or a similar nongovernment entity which maintains records concerning individuals' employment histories or concerning the issuance, retention or revocation of licenses, certifications, or registration necessary to practice an occupation, profession or specialty, in order for the agency to obtain information relevant to an agency decision concerning the hiring, retention or termination of an employee or to inform a Federal agency or licensing boards or the appropriate non-government entities about the healthcare practices of a terminated, resigned or retired healthcare employee whose professional healthcare activity so significantly failed to conform to generally accepted standards of professional medical practice as to raise reasonable concern for the health and safety of patients in the private sector or from another Federal agency.

4. Disclosure to other Federal agencies may be made to assist such agencies in preventing and detecting possible fraud, waste or abuse by individuals in their operations and programs.

5. Provider should be aware that the Computer Matching and Privacy Protection Act of 1988 (P.L. 100-503) amended the Privacy Act, 5 U.S.C. § 552a, to permit the government to verify information through computer matching. All provisions of this Privacy Act statement apply to Provider, all providers that perform services authorized under this Agreement, and all providers identified in accordance with subsection E.1 of this Agreement.

U. ASSIGNMENT

Provider may assign its rights to receive payment due as a result of performance of this Agreement to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. § 3727).

V. FORCE MAJEURE

Neither Party shall be deemed to breach its obligations under this Agreement if that Party's nonperformance is caused by an occurrence beyond the reasonable control of the Party and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Party invoking this clause shall notify the other Party in writing as soon as reasonably possible after the commencement of any excusable breach (setting forth the full particulars in connection therewith), shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other Party of the cessation of such occurrence.

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W. WAIVER

Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach of the same provision.

X. AMENDMENT

This Agreement may be amended only by mutual written consent of authorized representatives of the Parties, except as otherwise expressly provided herein.

Y. SEVERABILITY

If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law or professional ethics, that part shall be reformed, if possible, to conform to law and ethics, and if reformation is not possible, that part shall be deleted, and the other parts of this Agreement shall remain fully effective.

Z. ENTIRE AGREEMENT

This Agreement, including the authorizations issued hereunder, constitutes the entire agreement between the Parties and, as of the Effective Date hereof, supersedes all other agreements and understandings between the Parties with respect to the subject matter hereof.

AA. VETERANS CARE AGREEMENT SIGNATURE

1. By the signatures of their authorized representatives below, this Agreement is made and entered into between Provider and VA, effective upon the date of last signature below (Effective Date).
2. By the signature below, Provider acknowledges that any materially false, fictitious, or fraudulent statement or representation, made knowingly, is punishable by a fine and/or imprisonment pursuant to 18 U.S.C. §§ 287 and 1001.
3. The Parties acknowledge that they have read and understand this Agreement in its entirety and represent and warrant that they shall abide by all of its terms and conditions.

Name of Provider

Department of Veterans Affairs

Title of Authorized Representative of Provider

Title

Print Name of Authorized Representative of Provider

Print Name of VA Medical Facility Director or Designee

Signature of Authorized Representative of Provider

Signature of VA Medical Facility Director or Designee

Date Signed

Date Signed



STAFF REPORT

MEETING DATE: May 5, 2022
ITEM TITLE, PRESENTER: Monticello Report, Presented by Mikaela Ramsay, Assistant Library Director & Monticello Branch Librarian
RECOMMENDATION: Purchase Approval for Coworking Proximity Service

SUMMARY

Proximity is the website provider that handles all the Coworking Space bookings, door access, some of the promotion and interfaces with several other Coworking Spaces. The Sorenson Legacy Grant closes May 30, 2022 and we want to cover the costs using grant funds for as far into the future as possible. This invoice will cover service for two more years out of grant funds before the grant closes.

HISTORY/PAST ACTION

On September 21, 2021 the County Commissioners approved our first year of Proximity Service for the Coworking Space. The Coworking Space has been opened and all the hardware has been installed and is now operating to manage door entry into the main entrance, privacy booths and conference room.

FISCAL IMPACT

The Library Basement becomes a more valuable asset for San Juan County with improved income potential for the library system. These purchases will also provide opportunities for local economic development.



Monticello Library

"Monticello Library", "Southeastern Utah Association of Local Governments"
216 South Main Street
Monticello, UT 84535
US

Mikaela Ramsay
Assistant Library Director & Monticello Branch Librarian
mramsay@sanjuancounty.org
14355872281

Reference: 20220428-222115809
Quote created: April 28, 2022
Quote expires: May 31, 2022
Quote created by: McKenna Yoder
mckenna@beinproximity.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Proximity for Coworking (Up to 40 active members)	C-40	24	\$139.00	\$3,336.00
Door Access Integration Door access integration		24	\$49.00	\$1,176.00
Meraki License (1 year)		2	\$125.00	\$250.00

Subtotals

One-time subtotal \$4,762.00

Total \$4,762.00

Questions? Contact me



McKenna Yoder
mckenna@beinproximity.com

Proximity
210 E. Main Street
Montrose, CO 81401
United States



COMMISSION STAFF REPORT

MEETING DATE: May 3, 2022
SUBMITTED BY: Tammy Gallegos, Emergency Manager
TITLE: Special Needs Registry Agreement
RECOMMENDATION: Approval

SUMMARY

We have a Memorandum of Understanding with the Department of Emergency Management for the Special Needs Registry This is maintenance of signing the Agreement so we can continue receiving the service.

HISTORY/PAST ACTION

Renewal

FISCAL IMPACT

No Funding

**STATEWIDE MEMORANDUM OF
AGREEMENT FOR
THE SPECIAL NEEDS REGISTRY**

This STATEWIDE MEMORANDUM OF AGREEMENT FOR THE SPECIAL NEEDS REGISTRY is entered into this _____ day of _____, 2022 by and between _____ city/county/tribe, a body politic and corporate of the State of Utah (“Political Subdivision”) and the State of Utah, Department of Public Safety, Division of Emergency Management (“DEM”), an agency of the State of Utah.

WHEREAS: the state of Utah is subject to natural and other types of disasters and residents with special needs may be severely vulnerable in the time of such a disaster; and

WHEREAS: communication, notification, and evacuation issues may be difficult for local emergency managers to manage and/or impart to people with special needs; and

WHEREAS: the State of Utah, has created a Special Needs Registry wherein individuals with disabilities and others with access and functional needs may voluntarily report their name, address, contact information, and disability, and facilities may register the conditions of their clientele for purposes of enhanced emergency response planning; and

WHEREAS: access to this information may be shared between DEM, each city and county emergency manager and appropriate response agencies within the state to better prepare for the realities of individuals with disabilities and others with access and functional needs during a disaster; and

WHEREAS: the information distributed within the Special Needs Registry report is private information that must be vigilantly protected to ensure appropriate use of the entrusted data;

NOW THEREFORE, in consideration of the mutual agreement of the parties, the undersigned Political Subdivision of the State of Utah agrees as follows:

1. DEM will provide access to Special Needs Registry data to three (3) authorized employees designated by the Political Subdivision upon receipt of appropriate request and verification.
2. Upon receipt of access to Special Needs Registry data, the Political Subdivision assumes all liability for use of the data. Responsibility for appropriate dissemination of Special Needs Registry data, emergency planning and response activity for individuals with disabilities and others with access and functional needs rests entirely with the Political Subdivision. DEM is not responsible for any actions undertaken by the Political Subdivision with the provided data.

- 3. Upon receipt of access to Special Needs Registry data, the Political Subdivision becomes a trusted user of the data and must safeguard the data pursuant to the applicable provisions of Utah Code Ann. §§ 63G-2-101 et seq. The Political Subdivision acknowledges that the data is necessary to the performance of its duties and functions, the data will only be used for a purpose similar to the purpose for which the data was collected or obtained and that the use of the data produces a public benefit that outweighs individual privacy concerns. All releases of this data must be closely guarded and only disseminated to persons or entities with emergency support functions. Release of this data to any public or private entity that does not have emergency support functions or who might utilize the data for any purpose other than emergency management planning is strictly prohibited.

IN WITNESS WHEREOF, the following Political Subdivision and DEM have caused this Agreement to be signed and attested by the officers shown and the corporate seal of such Political Subdivision to be hereto affixed, this

_____ day of _____, _____, and this Agreement will be reviewed no less than every five years.

The City/County of _____

Commission Chair _____

Attest: _____

Clerk _____

Department of Public Safety, Division of Emergency Management

Kris Hamlet / DEM Director



COMMISSION STAFF REPORT

MEETING DATE: May 3, 2022

ITEM TITLE, PRESENTER: Approval of San Juan County - Minimum Performance Standards SFY22 Amendment 1 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

Use these funds to comply with Utah Administrative Code, Rule R380-40, Local Health Department Minimum Performance Standards.

2-4 "Minimum performance standards" means the minimum duties performed by local health departments for public health administration, personal and population health, environmental health, and emergency preparedness in addition to the powers and duties listed in Section 26A-1-114 and is equivalent to the phrase "minimum performance standards" in Section 26A-1-106(1)(c).'

5 Local Health Officer and Medical Director 6-4 Registered nurse, 6-5 health educator, 6-6 environmental health scientist, 6-7 epidemiologist, 6-10-i-D business manager 5-2-1-ii "an assessment that includes community input at least every five years."

San Juan County Board of Health has approved the proposed use of additional funds to support administrative costs, epidemiology, and community health needs assessment. See Fiscal Impact for details.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

The contract amount is being changed. The original amount was \$51,180.00 for July 1, 2022 to June 30, 2023. The funding will be increased for that time period to be \$166,374.00 in state funds. Proposed use of the additional funding includes 80% (\$86,555.20) toward public health administrative costs, 10% (\$10,819.40) toward epidemiology, and 10% (\$10,819.40) toward community health needs assessment.



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2118107
Department Log Number

212702557
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - Minimum Performance Standards SFY22 Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).

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

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendmen tis to increase the contract amount and replace Attachment "A" in exchange for continued services.
4. **CHANGES TO CONTRACT:**
 1. The contract amount is being changed. The original amount was \$51,180.00. The funding will be increased by \$166,374.00 in state funds. New total funding is \$224,554.00.
 2. Attachment "A", effective July 1, 2022, is replacing Attachment "A" which was effective July 2021. The document title is changed, Article "1" is changed, Article "2" Section A, is changed and Subsection 2, is added, Article "3" is changed, and Articles "4", "5" and "6" are added.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 07/01/2022
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.
7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

Contract with Utah Department of Health and San Juan County, Log # 2118107

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

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

Attachment A: Special Provisions

San Juan County - Minimum Performance Standards SFY22 Amendment 1

Effective Date: July 1, 2022

1. GENERAL PURPOSE:
 - A. The general purpose of this contract is to provide public health services required by the Utah Administrative Code, R380-40, Local Health Department Minimum Performance Standards.

2. DEFINITIONS:
 - A. "Contractor" means San Juan County.
 - B. "Department" means Department of Health and Human Services.

3. FUNDING:
 - A. New total funding is \$224,554.00.
 1. \$58,180.00 for the period July 1, 2021 to June 30, 2022.
 2. \$166,374.00 for the period July 1, 2022 to June 30, 2023.
 - B. The DEPARTMENT agrees to advance up to 25% of the annual award each quarter to the CONTRACTOR.
 - C. The DEPARTMENT agrees to adjust the fourth quarter payment to reflect actual expenditures submitted by the CONTRACTOR.

4. INVOICING:
 - A. In addition to the General Provisions of the Contract the CONTRACTOR must create a column in the Monthly Expenditure Report for the following category.
 1. MPS.
 - B. In addition to the General Provisions of the Contract the CONTRACTOR must submit the June invoice no later than July 15 of each year.

5. RESPONSIBILITIES OF THE CONTRACTOR:

The CONTRACTOR must:

 - A. Use these funds to comply with Utah Administrative Code, Rule R380-40, Local Health Department Minimum Performance Standards.

6. AMENDMENTS AND TERMINATION:
 - A. If the Contract is not amended to add funds, the Contract shall terminate as of June 30, 2023.



April 12, 2022

Lori Maughan, President
Board of Trustees
San Juan County School District
200 N Main Street
Blanding UT 84511

Dear President Maughan,

Thank you for your March 9, 2022 letter regarding the School and Institutional Trust Lands Administration's (SITLA's) proposed Bears Ears National Monument land exchange. We particularly appreciate the District's concerns regarding economic development, as SITLA's mission, and its goal with the proposed exchange, is to promote development and generation of revenue on trust lands for the benefit of public schools. For reasons summarized below, the proposed exchange will in fact lead to greater economic development within San Juan County and increased funding for San Juan County schools.

SITLA has a long history of implementing large-scale land exchanges to promote greater development of trust lands. Some exchanges have involved trading land out of conservation areas like national parks, monuments, and designated wilderness (for example the Grand Staircase, Utah Test and Training Range, and Emery County exchanges), while others involved exchanging nonproductive trust land even where that land was not located within any conservation designation (for example the West Desert and Recreational Land exchanges). In each case, SITLA completed the land exchange because it had an opportunity to trade nonproductive acreage for land with much better potential for economic development and revenue generation.

The Grand Staircase exchange is a good illustration. In that exchange, SITLA traded school trust lands in the Grand Staircase Escalante monument, as well as certain additional lands, for federal lands throughout the state targeted for their revenue-generation potential. The targeted federal lands were chosen by SITLA's oil and gas, mining, and real estate development experts, with industry input, for maximum economic development potential. The revenue generated from the Grand Staircase exchange, and the returns earned on the investment of that money, currently stand at more than \$750 million, or about ¼ of the \$3.2 billion balance of the Permanent State School Fund. Last year, more than \$95 million was distributed to public schools, including \$574,522 to schools within San Juan County.

As your letter notes, revenue from school trust lands is equitably distributed to schools across the state on a per-pupil basis. The formula used to determine how much money a school district receives is not based on how much SITLA-managed school trust land is present in the county. For example, although Salt Lake County contains relatively little school trust land, its schools received millions of dollars last year given the very large student population. A reduction in the acres of SITLA land within San Juan County will not reduce the funding provided to its schools. In fact, for reasons discussed below, the proposed land exchange will increase funding to San Juan County schools.

The District's letter also expresses understandable concern regarding economic development on SITLA land within the county. SITLA is proposing this land exchange to address this very issue. Currently, the land in the vicinity of the monument that SITLA desires to trade generates only about \$80,000 per year, largely from grazing permits. This represents much less than \$1 per acre, a less than 1/10th of 1% annual return, and only modestly exceeds the costs of administering the permits. This lack of economic activity is not a result of the monument designation—it has been the case for many decades. There are no significant known mineral deposits on these lands (particularly when compared to the lands SITLA will acquire in the exchange) and there has been no significant industry interest in the area.

The land SITLA will receive in the exchange, however, as in the Grand Staircase exchange discussed above, has been targeted by oil and gas, mining, renewable energy, and real estate development experts (within SITLA and from the respective industries) for its development potential. This includes approximately 16,000 acres of land in San Juan County in areas with known mineral deposits and developed infrastructure. The development of these acquired San Juan County lands will lead to more economic activity and tax revenue for the county, as well as greater income for the Permanent State School Fund, than the very minimal activity occurring on the non-productive lands SITLA will trade away.

It should also be noted that San Juan County stands to benefit from mineral lands acquired by SITLA in this exchange even if those lands are located elsewhere in the state. As in past exchanges, if SITLA acquires land in other counties that is valued in the exchange for the presence of oil and gas or certain other minerals (such as potash), then part of the revenue generated from the development of those lands will flow back to San Juan County as the county that 'gave up' acreage in the exchange. This formula can be found in SITLA's statute at Utah Code Section 53C-3-203(4).

SITLA's mission under the State Constitution and statutes is to maximize revenue from the land it manages. SITLA appreciates the District's focus on future economic development in the county for the sake of its students and citizens. SITLA would retain the holdings it proposes to exchange if it was in the best interests of its beneficiaries, but those lands are not productive and hold very little promise for future development given their location and characteristics. For this

reason, SITLA would support this exchange even if there were no monument designation. Development of the lands SITLA has targeted for acquisition will put the San Juan County economy, San Juan County students, and students statewide, ahead of the game.

SITLA would like to meet with District representatives as part of its ongoing outreach efforts to further discuss the economic benefits of the proposed exchange. Please feel free to contact our director, Michelle McConkie to schedule a day and time we can meet.

Sincerely,



Don Foot, Chairman
Utah School and Institutional Trust Lands Administration's Board of Trustees

cc: SITLA Board of Trustees
Rick Woodbury
Dave Donegan
Warren Peterson
Bryan Harris
Tiffany James
Mike Mower
SITLA Director, Michelle McConkie
SITLA Attorney, Michael Johnson
SITLA Exchanges, Chris Fausett

SJSC Board of Trustees
Steven Black
Merri Shumway
Nelson Yellowman
Lucille Cody



COMMISSION STAFF REPORT

MEETING DATE: May 2, 2022

ITEM TITLE, PRESENTER: San Juan County Sales Tax Leakage Report, by Elaine Gizler, Economic Development, and Visitor Services Director.

RECOMMENDATION: Presentation

SUMMARY: The Utah State Tax Commission approved Zions Bank preparing a Sales Tax Leakage report for San Juan County year 2021. This report identifies the 2021 estimated amount of Sales Taxes San Juan County lost to other communities. This report also identifies the sectors that are performing well in San Juan County and the sectors where significant losses have been identified.

HISTORY/PAST ACTION. None

FISCAL IMPACT Estimated Sales Tax-loss in 2021 of over 94,000,000+

San Juan County



Sales Leakage Analysis



Sales Leakage Analysis

Sales Leakage and Capture Rates

A sales gap analysis is conducted to estimate the amount and type of purchases being made by San Juan County residents outside of San Juan County. Hence, the term “leakage” reflects sales that are lost to other communities. The analysis consists of first calculating the “average” expenditures made, per capita or per household, in the State of Utah in various retail categories using the North American Industry Classification System Codes (NAICS codes) as recorded by the Utah State Tax Commission. Total sales in San Juan County, by NAICS code category, are then divided by the total population and compared to average per capita sales in the State of Utah. Where San Juan County residents show higher purchases in NAICS code categories, it is assumed that San Juan County captures additional consumers from the larger regional area for these types of purchases. Where purchases per capita are lower in San Juan County than in the State of Utah in purchases in NAICS code categories, it is assumed that San Juan County residents are leaving the community to make these types of purchases elsewhere.

Therefore, table 1 identifies, areas of strength (i.e., where San Juan County is a regional provider of goods and services) which are shown with positive numbers in the Leakage (“leakage”) column and Capture Rate column that is higher than 100 percent. Where San Juan County residents are leaving the community to make their purchases elsewhere, the estimated amount of lost purchases in the Leakage column is shown as a negative number and with a capture rate that is less than 100 percent within the Capture Rate column.

TABLE 1: SAN JUAN COUNTY SALES TAX LEAKAGE, 2021

	2021 Leakage	2021 Capture Rate	2021 Per Capita Leakage
Motor Vehicle and Parts Dealers			
New Automobile Dealers	(\$15,948,946)	0.06%	(\$1,101)
Used Car Dealers	(\$4,435,861)	13.83%	(\$306)
Other Motor Vehicle Dealers	(\$3,080,926)	4.15%	(\$213)
Automotive Parts, Accessories, and Tire Stores	(\$572,504)	82.33%	(\$40)
Subtotal	(\$24,038,238)	12.78%	(\$1,659)
Furniture and Home Furnishings Stores			
Furniture Stores	(\$3,107,393)	1.50%	(\$214)
Home Furnishings Stores	(\$1,136,586)	3.99%	(\$78)
Subtotal	(\$4,243,980)	2.18%	(\$293)
Electronics and Appliance Stores			
Appliance, Television and Other Electronics	(\$3,581,562)	15.91%	(\$247)
Subtotal	(\$3,581,562)	15.91%	(\$247)
Building Material and Garden Equipment and Supplies Dealers			
Building Material and Supplies Dealers	(\$7,076,740)	58.08%	(\$488)
Lawn and Garden Equipment and Supplies Stores	(\$610,174)	3.35%	(\$42)
Subtotal	(\$7,686,914)	56.10%	(\$531)

	2021 Leakage	2021 Capture Rate	2021 Per Capita Leakage
Food and Beverage Stores			
Grocery Stores	(\$3,620,427)	75.99%	(\$250)
Specialty Food Stores	(\$490,388)	0.54%	(\$34)
Beer, Wine, and Liquor Stores	(\$881,402)	26.07%	(\$61)
Subtotal	(\$4,992,217)	70.22%	(\$345)
Health and Personal Care Stores			
Cosmetics and Perfume	(\$748,558)	11.41%	(\$52)
Optical Goods	(\$278,899)	5.03%	(\$19)
Other Health and Personal Care	(\$579,406)	12.21%	(\$40)
Pharmacies and Drug Stores	\$194,960	182.78%	\$13
Subtotal	(\$1,411,903)	30.59%	(\$97)
Gasoline Stations			
Gasoline Stations	\$7,326,176	256.18%	\$506
Subtotal	\$7,326,176	256.18%	\$506
Clothing and Clothing Accessories Stores			
Clothing Stores	(\$5,137,503)	9.25%	(\$355)
Shoe Stores	(\$539,243)	16.64%	(\$37)
Jewelry, Luggage, and Leather Goods Stores	(\$495,523)	18.77%	(\$34)
Subtotal	(\$6,172,269)	10.78%	(\$426)
Sporting Goods, Hobby, Book, and Music Stores			
Books, Periodical, and Music	(\$312,934)	5.89%	(\$22)
Hobby, Toys and Games	(\$412,149)	2.54%	(\$28)
Musical Instruments	(\$180,451)	9.08%	(\$12)
Sewing, Needlework and Piece Goods	(\$185,430)	4.09%	(\$13)
Sporting Goods	(\$2,934,662)	15.73%	(\$203)
Subtotal	(\$4,025,627)	13.05%	(\$278)
General Merchandise Stores			
Department Stores	(\$21,694,532)	2.31%	(\$1,497)
Warehouse Club and Other General Merchandise Stores	\$2,288,757	185.99%	\$158
Subtotal	(\$19,405,776)	21.97%	(\$1,339)
Miscellaneous Store Retailers			
Florists	(\$15,650)	90.18%	(\$1)
Office Supplies, Stationery, and Gift Stores	(\$288,428)	65.35%	(\$20)
Other Miscellaneous Store Retailers	(\$4,826,459)	13.65%	(\$333)
Used Merchandise	(\$182,405)	24.96%	(\$13)

	2021 Leakage	2021 Capture Rate	2021 Per Capita Leakage
Subtotal	(\$5,312,941)	22.15%	(\$367)
Nonstore Retailers			
Electronic Shopping and Mail-Order Houses	(\$6,264,238)	66.07%	(\$432)
Vending Machine Operators	(\$136,585)	1.95%	(\$9)
Direct Selling Establishments	(\$451,496)	51.67%	(\$31)
Subtotal	(\$6,852,319)	64.92%	(\$473)
Performing Arts, Spectator Sports, and Related Industries			
Performing Arts, Spectator Sports and Related Industries	(\$291,952)	13.66%	(\$20)
Subtotal	(\$291,952)	13.66%	(\$20)
Museums, Historical Sites, and Similar Institutions			
Museums, Historical Sites, and Similar Institutions	\$69,889	134.83%	\$5
Subtotal	\$69,889	134.83%	\$5
Amusement, Gambling, and Recreation Industries			
Amusement, Gambling and Recreation Industries	(\$1,998,172)	21.86%	(\$138)
Subtotal	(\$1,998,172)	21.86%	(\$138)
Accommodation			
Hotels and Motels	\$4,557,442	163.80%	\$315
RV Parks and Recreational Camps	\$501,111	328.61%	\$35
Rooming and Boarding Houses	(\$3,518)	0.00%	(\$0.24)
Subtotal	\$5,055,036	168.62%	\$349
Food Services and Drinking Places			
Full-Service Restaurants	(\$10,740,788)	34.02%	(\$741)
Caterers and Other Special Food Services	(\$1,393,130)	11.96%	(\$96)
Drinking Places (Alcoholic Beverages)	(\$520,564)	0.00%	(\$36)
Subtotal	(\$12,654,482)	31.16%	(\$873)
Repair and Maintenance			
Automotive Repair and Maintenance	(\$1,716,218)	56.63%	(\$118)
Electronic and Precision Equipment Repair and Maintenance	(\$97,055)	4.78%	(\$7)
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	(\$227,288)	14.49%	(\$16)
Personal and Household Goods Repair and Maintenance	(\$166,768)	47.19%	(\$12)
Subtotal	(\$2,207,329)	52.43%	(\$152)
Personal and Laundry Services			

	2021 Leakage	2021 Capture Rate	2021 Per Capita Leakage
Personal and Laundry Services	(\$610,999)	31.11%	(\$42)
Private Households	(\$197)	0.00%	(\$0.01)
Religious, Grantmaking, Civic, Professional and Similar	(\$246,153)	2.46%	(\$17)
Subtotal	(\$857,349)	24.76%	(\$59)
TOTAL	(\$93,281,927)	46.56%	(\$6,438)

*Income adjusted for per capita leakage to 64.8% of State income

TABLE 2: SAN JUAN COUNTY SALES LEAKAGE SUMMARY TABLE, 2021

NAICS Code Category	2021 Leakage	2021 Capture Rate
Motor Vehicle and Parts Dealers	(\$24,038,238)	12.78%
General Merchandise Stores	(\$19,405,776)	21.97%
Food Services and Drinking Places	(\$12,654,482)	31.16%
Building Material and Garden Equipment and Supplies Dealers	(\$7,686,914)	56.10%
Nonstore Retailers	(\$6,852,319)	64.92%
Clothing and Clothing Accessories Stores	(\$6,172,269)	10.78%
Miscellaneous Store Retailers	(\$5,312,941)	22.15%
Food and Beverage Stores	(\$4,992,217)	70.22%
Furniture and Home Furnishings Stores	(\$4,243,980)	2.18%
Sporting Goods, Hobby, Book, and Music Stores	(\$4,025,627)	13.05%
Electronics and Appliance Stores	(\$3,581,562)	15.91%
Repair and Maintenance	(\$2,207,329)	52.43%
Amusement, Gambling, and Recreation Industries	(\$1,998,172)	21.86%
Health and Personal Care Stores	(\$1,411,903)	30.59%
Personal and Laundry Services	(\$857,349)	24.76%
Performing Arts, Spectator Sports, and Related Industries	(\$291,952)	13.66%
Museums, Historical Sites, and Similar Institutions	\$69,889	134.83%
Accommodation	\$5,055,036	168.62%
Gasoline Stations	\$7,326,176	256.18%
TOTAL	(\$93,281,929)	46.56%

Overall, San Juan County reflects a total capture rate of close to 50 percent of resident sales, indicating that the County is capturing less than its “fair share” of retail sales. Notable areas of strength include sales in the following retail categories (as delineated by retail tax code/groupings by the Utah State Tax Commission):

- Gasoline Stations
- Museums, Historical Sites, and Similar Institutions
- Accommodation

Significant leakage is shown in the following retail categories, which are areas of opportunity for future retail development within the County:

- Motor Vehicle and Parts Dealers
- General Merchandise Stores
- Food Services and Drinking Places
- Building Material and Garden Equipment Supplies Dealers



STAFF REPORT

MEETING DATE: May 5, 2022
 Monticello Report, Presented by Mikaela Ramsay, Assistant Library
ITEM TITLE, PRESENTER: Director & Monticello Branch Librarian
RECOMMENDATION: Monticello Library Purchase Approval for RD & Vee Carroll Memorial Sculpture

SUMMARY

Five thousand dollars have been donated by the T.R. Paul Family Foundation, whose trustee (Theodore Paul), owns Flight Service LLC for a sculpture in memory of RD and Vee Carroll. Flight Service LLC is the company that built the US Forest Service building in Monticello last year and they had purchased the property from RD Carroll and grew very close to the Carroll family over their time developing the building there.

HISTORY/PAST ACTION

We received check number 1698 for \$5000 on 12/21/2021. These funds were sent to cover the cost of the sculpture, memorial plaque, surroundings and installation.

FISCAL IMPACT

The purchase is covered with a corresponding donation.

QUOTES INCLUDED

	<u>Supplier</u>	<u>Design</u>	<u>Sculpture</u>	<u>Shipping</u>	<u>Total</u>
1	Bronze West	Young Boy & Girl Reading on a Log Bench	\$4,495.00	FREE	\$4,495.00

Other quotes for comparison

	<u>Supplier</u>	<u>Design</u>	<u>Sculpture</u>	<u>Shipping</u>	<u>Total</u>
2	Houzz Inc.	Kids Reading on a Bench	\$5,388.79	FREE	\$5,388.79
3	Fines Gallery	Story Time	\$4,900.00	\$800.00	\$5,700.00
4	Randolph Rose	Summer Days Reading on a Log	\$12,000.00	\$1,000.00	\$13,000.00

MORE DETAILS ABOUT BRONZE WEST

- Guaranteed lowest delivered price anywhere on the Internet. Price match the advertised, delivered price for the exact same item sold by any of our competitors.
- Internet's longest Better Business Bureau A+ rated bronze sculpture dealer (with no complaints)
- Free crating, shipping and lift-gate service to your destination
- Exert guidance and support on installation, care and maintenance.

Quote



info@BronzeWestImports.com

FABULOUS, FOUNDRY-DIRECT
BRONZE SCULPTURE, FOUNTAINS & MARBLE STATUARY

WHOLESALE ★ DISCOUNT RETAIL ★ DESIGNER/BUILDER ★ SCHOOLS & PUBLIC INSTITUTIONS



Quote Number	Quote Date	Payment Terms	Status
103R-22	4/28/2022	20% Deposit; Balance Due Upon Arrival to Port of Los Angeles	TBD

Ship-to Address:
Mikaela Ramsay
 Assistant Library Director &
 Monticello Branch Librarian
 San Juan County Library System
 435-587-2281
Confirm ship-to address

Bill-to address:
 TBD

Item #	Qty.	Description	
CH-57225	1	Young Boy and Girl Reading on a Log Bench	\$4,495.00
		Crate/Freight – a \$700 value	0.00
		Total	\$4,495.00
		Deposit – TBD - \$899.00	
		Balance Due Upon Shipment from Foundry	

Bronze West Imports, Inc.® Taxpayer ID #: 20-4070193
 1365 Grand Avenue, Suite 105, San Marcos, CA 92078

Thank You!



Quote #2zuw9 [v1]: Statue 1

Quote Expiration:
5/27/2022 at 11:59 PM Pacific Time


Quote Status:
Ready for Purchase

Shipping Address:

Montecello Library/ Mikaela Ramsay
80 N Main St
Monticello, UT 84535
United States
(435) 587-2281

ORDER DETAILS	
Subtotal:	\$5,549
Shipping:	FREE
Tax:	--
Quote Discount:	-\$160.21
Total:	\$5,388.79

Items sold by Houzz

YOUR ITEMS	QTY	PRICE	QUOTE DISCOUNT	FINAL PRICE
 <p>Kids Reading on a Bench, 51" Design Sculpture Model #57225 by Bronze West Imports, Inc. 1 left</p>	1	Trade Price \$5,549 \$6,283	-\$160.21	\$5,388.79



Shipping Type: **Standard Freight** **FREE**
Typically arrives 56 - 106 days after order is placed.
Want more delivery options? Upgrade to Standard Freight(Signature Not Required) at checkout.

Terms and Conditions

This quote is subject to the following terms and conditions:

- This quote will expire on **5/27/2022 at 11:59 PM Pacific Time**.
- Houzz's inventory may change at any time and we do not guarantee that the items in this quote will remain available through the expiration date. If any of the items in this quote becomes unavailable prior to you purchasing it, the entire quote will be unavailable to purchase.
- If you add or remove any items to this quote or change it in any way, the entire quote will be unavailable to purchase. The quote may only be purchased in its entirety and only once.
- If your quote is expired or no longer available to purchase, or if you'd like to make changes to your quote, contact your Trade Account Manager to receive an updated quote.
- This quote is designed exclusively for you; the items may only be purchased for the prices listed in this quote through your Houzz account. The quote is confidential and any distribution is prohibited and may result in cancellation of the quote.
- Items purchased in your quote are not eligible for any credits or rebates.
- This quote is also subject to the Houzz Trade Program Terms and Conditions.

<< back



Designer Model: BS-1592

Story Time Bronze Statue featuring a girl reading to a boy on a log. This charming bronze statue makes for perfect application to any garden, library or schoolyard.

Height: 26 (in) | Width: 33 (in) | Depth: 16.5 (in)

\$4,900 Statue
\$800 Approximate Shipping
\$5,700 Approximate Total



RANDOLPH ROSE
COLLECTION

SUMMER DAYS READING ON LOG

Dimensions: 78" x 33" x 58"H SKU RG411

\$12,000

Fun and Whimsical Bronze Statue of Two Children Reading on a Log. Randolph Rose Bronze Children Reading Sculptures are Perfect for Libraries, Schools, Parks, Home & Gardens.

- Lost Wax Cast Bronze
- Available in Tri-Color Patina (As Shown)



Children Reading on Log Bronze Statues | Randolph Rose Collection

Contact us for more information:

Randolph Rose Collection

<http://randolphrose.com>

info@randolphrose.com | 800-462-5851

SAN JUAN COUNTY COMMISSION



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

May 3, 2022

Dear Community Partner,

The Board of San Juan County Commissioners issues this letter in support of Utah Food Bank’s efforts to establish a food pantry in Monument Valley.

Utah Food Bank is a 118-year-old organization that has been serving San Juan County for over 30 years. Through funding from the state legislature, Utah Food Bank is embarking on a major effort to better serve the people of San Juan County. This effort includes construction of a distribution center in Blanding and the development of two food pantries on the Navajo Nation--one in Monument Valley and one in Montezuma Creek. By increasing the availability of food assistance through a distribution center in Blanding, and establishing several stationary, reliable locations to distribute that food, Utah Food Bank will be making significantly more food assistance available to San Juan County residents facing food insecurity. This comes at no cost to San Juan County.

Utah Food Bank currently provides food assistance to people facing hunger on the Navajo Nation by providing monthly Mobile Food Pantry services. By making food assistance reliably available, establishing these sites will have a substantial impact on the lives of San Juan County residents. The Board of San Juan County Commissioners recognizes the value of this project and fully supports Utah Food Bank’s efforts.

Sincerely,

Willie Grayeyes
Commission Chair



STAFF REPORT

MEETING DATE: May 3, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of Lonesome Left Estates Subdivision Amendment No. 5, Scott Burton, Planning and Zoning Director

RECOMMENDATION: Consideration and Approval

SUMMARY

The Lonesome Left Estates Subdivision was created in 2004. The subdivision was amended in 2015, 2018, and January 2021, and again in November 2021.

Amendment #4 splits lot 10C into two lots as shown on the plat. There is an existing home on Lot 10C, which will become lot 10C-II with this amendment.

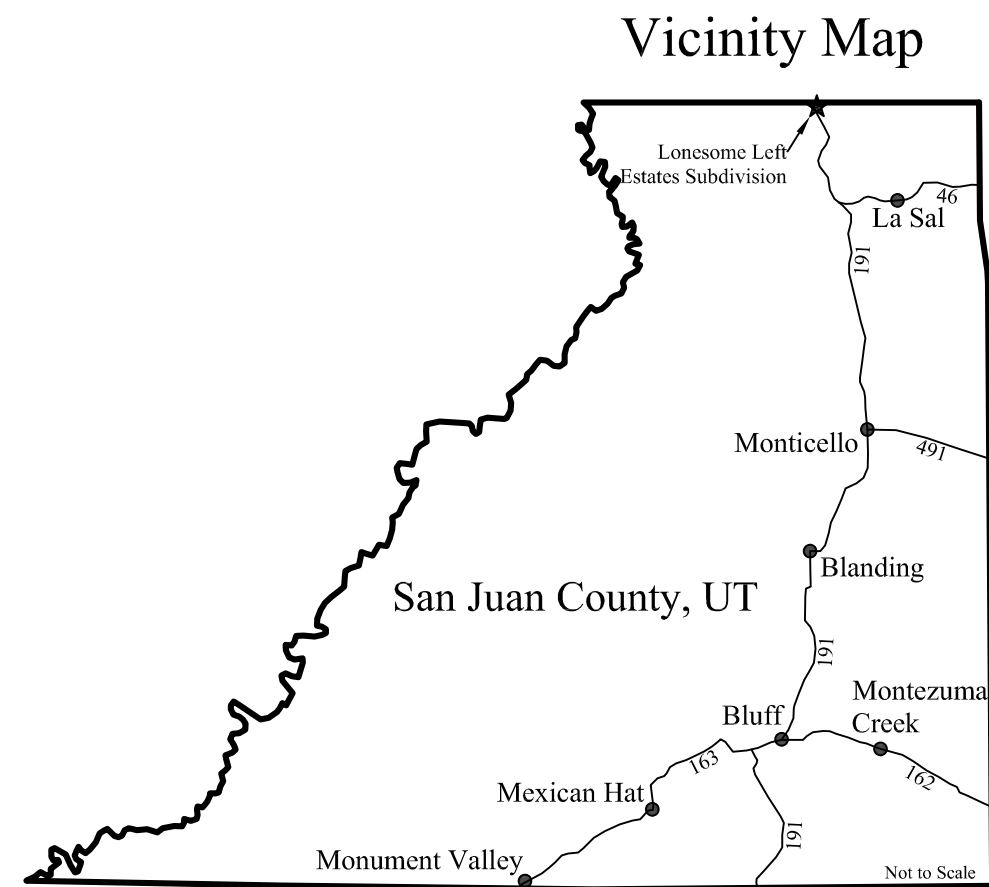
HISTORY/PAST ACTION

This proposed subdivision amendment has been reviewed by San Juan County Staff, and has met the requirements of the Subdivision and Zoning Ordinances.

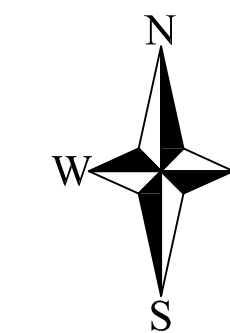
The Planning Commission approved the subdivision amendment at their March 10, 2022 PC Meeting, and it was subsequently approved by the Board of County Commissioners at their March 15, 2022 meeting.

There was then a minor change made to the plat by the developer, which is noted on the plat. The original amendment # 5 plat was not recorded, and is going to be replaced with the plat attached.

This amendment plat was approved at the April 14, 2022 Planning Commission Meeting.



Final Plat Lonesome Left Estates Subdivision Amendment No. 5 Within Section 1, T27S, R22E, SLB&M

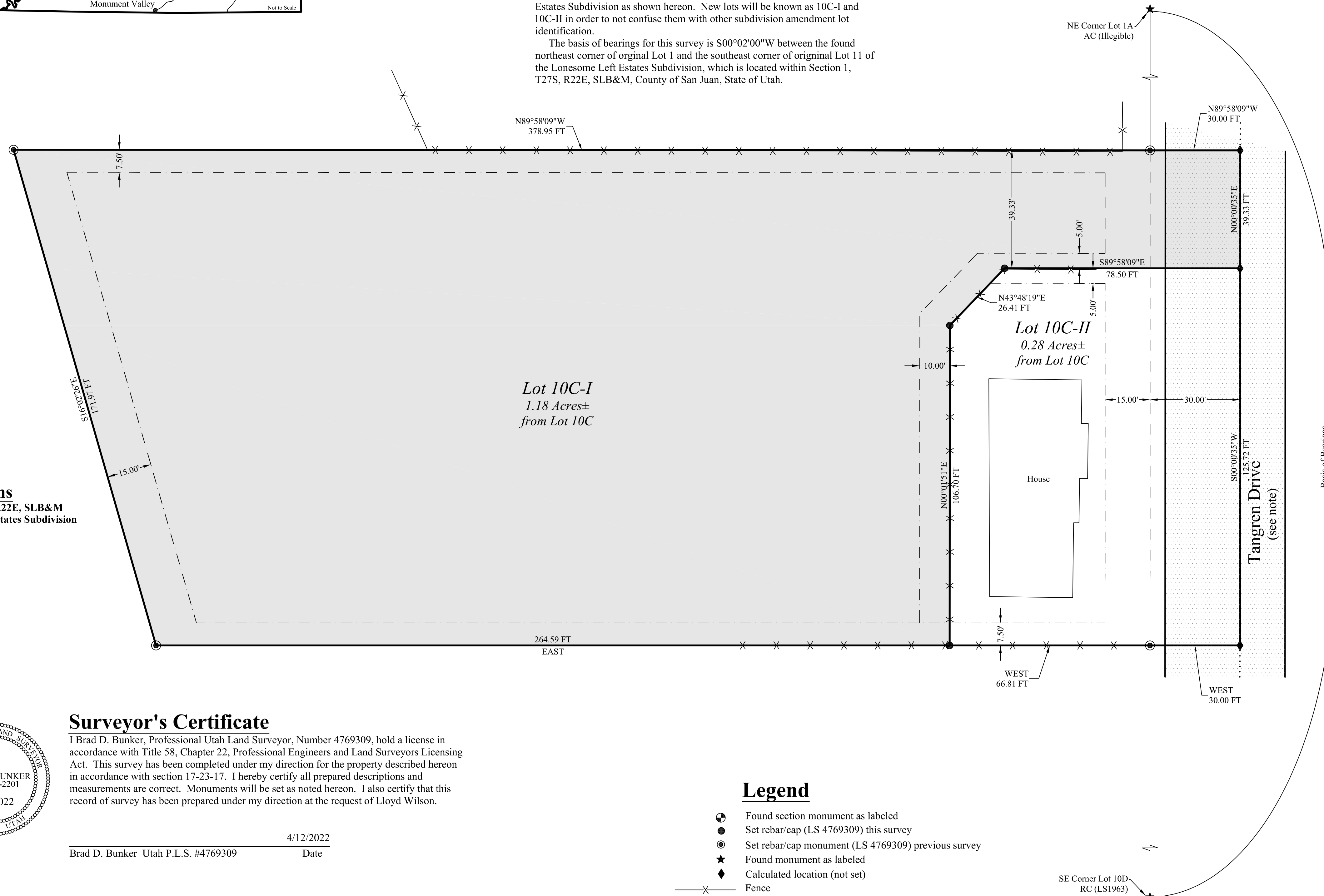


Narrative

The purpose of this survey was to amend Lot 10C of the Lonesome Left Estates Subdivision as shown hereon. New lots will be known as 10C-I and 10C-II in order to not confuse them with other subdivision amendment lot identification.
The basis of bearings for this survey is S00°02'00"W between the found northeast corner of original Lot 1 and the southeast corner of original Lot 11 of the Lonesome Left Estates Subdivision, which is located within Section 1, T27S, R22E, SLB&M, County of San Juan, State of Utah.

Notes

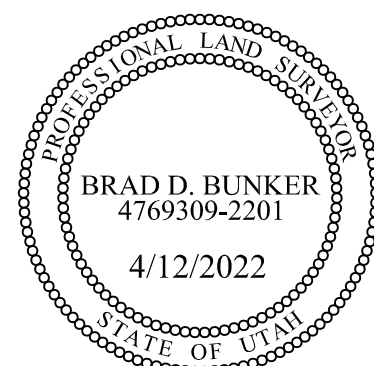
- The Lonesome Left Estates Subdivision Amendment No. 5 was approved in the March 2022 Planning Commission meeting and subsequently approved by the San Juan County Commission, however, it was found that a minor modification was needed on the width of the access to Lot 10C-1 and therefore it was not signed or recorded. This revised plat shall represent the official Amendment No. 5 to the Lonesome Left Estates Subdivision.
- Tangren Drive is labeled private per the original 2005 Lonesome Left Estates Subdivision Plat. Currently San Juan County maintains this road, however, an official agreement document reference could not be provided per this Amendment No. 5.



Descriptions
Section 1, T27S, R22E, SLB&M
Lonesome Left Estates Subdivision
Amendment No. 5
Lot 10C-I
Lot 10C-II

Surveyor's Certificate

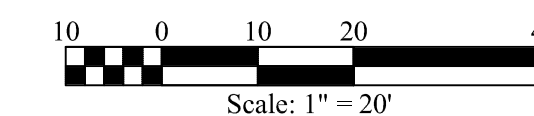
I Brad D. Bunker, Professional Utah Land Surveyor, Number 4769309, hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act. This survey has been completed under my direction for the property described hereon in accordance with section 17-23-17. 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 Lloyd Wilson.



Brad D. Bunker Utah P.L.S. #4769309
4/12/2022 Date

Legend

- Found section monument as labeled
- Set rebar/cap (LS 4769309) this survey
- Set rebar/cap monument (LS 4769309) previous survey
- Found monument as labeled
- Calculated location (not set)
- Fence
- Road centerline per original subdivision
- Existing and amended utility easement
- BC Brass cap
- AC Aluminum cap



San Juan County Surveyor
Approval in accordance with information and records on file in this office.
SJC Surveyor _____ Date _____

Final Plat Lonesome Left Estates Subdivision Amendment No. 5 Within Section 1, Township 27 South, Range 22 East, SLB&M	
County Recorder State of Utah, County of San Juan, Recorded at the request of _____ Filed: Date: _____ Time: _____ Book: _____ Page: _____ Fee: _____	County Recorder _____
Form Approval Approved this _____ Day of _____, 20____ _____ Attorney _____	County Recorder _____
Health Department Approved this _____ Day of _____, 20____ _____ Health Official _____	County Recorder _____
Owners Dedication Know all men by these presents that we, the undersigned owners of the above described lots of land, having caused the same to be divided and amended hereafter to be known as the Lonesome Left Estates Subdivision Amendment No. 5. In witness whereof I have hereunto set my hand this _____ Day of _____, 20____	
San Juan County Commission The amendment hereon was presented to the San Juan County Commission this _____ day of _____, 20____, and was accepted and approved. Attest _____ Commissioner _____	
Bunker Engineering 965 South Creek Road, Monticello, UT 84535 P.O. Box 432, Monticello, UT 84535 (435) 459-9152 Date: 4/12/2022 Drawn By: B.D. Bunker Scale: 1" = 20' Drawing Name: Survey Reference Number: BE1171 Sheet: 1 of 1	



COMMISSION STAFF REPORT

MEETING DATE: May 3, 2022

ITEM TITLE, PRESENTER: Updated Library Public Services Policy, Nicole Perkins, Library Director

RECOMMENDATION: Approve

SUMMARY

Updated Policy to include Hotspot use

HISTORY/PAST ACTION

Approved

FISCAL IMPACT

N/A

San Juan County Library System Public Services Policy March 31, 2022

Eligible Patrons

Free access to all resources of the San Juan County libraries will be granted to patrons with an active, unrestricted San Juan County library card issued by any of our libraries. Any person, with or without a library card, is allowed access to the library facilities and have *in-house* use of the resources. All library users must comply with the library rules and regulations. All non-card-holder library users must be 18 years or older or, if under 18, must have an adult family member or guardian present.

Residents of San Juan County may apply for a library card by completing and signing an application and complies with the following requirements:

- ✓ Provide valid photo identification proving that you are over 18 years of age and proof of a San Juan County, Utah mailing and/or residential address
- ✓ Upon approval, a new patron will be designated as a "Trial Patron" for the duration of 2 months for adults and 6 months for children under 18 with a 3 item limit checkout. Trial patrons are not eligible to check out Hotspots. If Trial patron has a good history of returning items after Trial period, then they will be moved to "Active" patron status and eligible to check out up to 23 items. Any exception must be approved by Librarian Director or Assistant Director.
- ✓ An applicant who is under 18 years of age must have a parent or legal guardian **present** to sign the application who must have identification and proof of a San Juan County, Utah mailing and/or residential address, or have a valid SJC Library account
- ✓ A non-resident of San Juan County may be eligible for a non-resident card based on seasonal or temporary work or residence in a near-by area.
- ✓ There is no charge for the initial card. There is a \$1.00 fee for a replacement card.

Children under 18 years of age are allowed 'Computer Use Only' cards, with signed parental permission. Visitors over the age of 18 are allowed computer use at any time; visitors under 18 must have an adult accompanying them who can give verbal permission.

Library patrons will be responsible for updating all personal information related to their library card (i.e. name changes, address, telephone, etc.) This can be done with a librarian at the circulation desk.

Circulation

Most materials will be circulated for 21 days (with the option of 2 renewals). Circulation procedures differ due to limited collections at some of our smaller libraries. The circulation policies are listed below:

Blanding and Monticello:

Books and Audio Books – 21 days

DVDs and Magazines – 7 day checkout ~ 7 DVD limit
 New Books and New Audio Books – 14 day checkout
 Resident Maximum checkout – 25 items
 Non-residents maximum checkout - 2 items

Satellite Branches (Bluff, Montezuma Creek & La Sal)

Books and Audio books– 21 day checkout
 DVDs - 21 day checkout ~ 5 DVD limit
 Resident Maximum checkout – 10 items
 Non-residents maximum checkout– 2 items

Renewals

Renewals may be requested in person or over the phone and may be available if the material is not already overdue and is not on hold for another patron.

Holds

A patron wishing to reserve any material that is currently checked out or otherwise unavailable may do so by consulting a member of the library staff in person, via email or by phone.

Overdue Notices

The library is under no obligation to notify patrons of overdue library materials. Phone calls may be made as a reminder of overdue items. Also, as a courtesy, the library may send written notices of overdue items to patrons as the time and resources of the library permit. The first notice will be a reminder that indicates the replacement cost of the item(s). The second and final notice will notify the patron of the cost(s) of the item(s), and suspend all library privileges until all matters on the account are complete.

Delinquencies, Fines and Other Charges

The patron (i.e. cardholder), is responsible for the care and return of materials checked out from the library. Parents or legal guardians are responsible for materials checked out by minors in their care. Patrons are responsible for maintaining the library materials they check out in reasonable condition during the time that they have the materials in their possession. Reasonable condition is defined as normal wear and usage of library materials. Patrons who intentionally write upon, injure, deface, dog-ear, tear, cut, mutilate, destroy, or otherwise damage library materials will be billed for the replacement cost of the item. All patrons with items overdue longer than 30 days may have items marked as “lost”, and those with unpaid fines, may have their library privileges suspended until items are returned and/or fines are satisfied, unless otherwise noted on the patron’s account.

A patron who keeps an item 3 months beyond its due date (2 weeks for Hotspots) may lose all library privileges including use of Hotspots and will be billed for the cost of the lost item(s). Library privileges may be restored once the offense has been resolved.

Patrons may be placed on a "Restricted" status for abuse of library materials, facilities, or excessive fines. Patron may have library privileges restored by Director, Assistant Director, Librarian or other designated staff.

Patrons may be charged for all lost materials. They may be billed the replacement cost of the item. Refunds may not be given for lost items that may be found later by the patron.

Exceptions may be made by the librarian or library director and not by assistant librarians.

Privileges Revoked

Service Charges

- Photocopier/printer:
 - B&W: .20¢ per side Color: .50¢ per side
- Fax: .50¢ per page to send or to receive. Free cover sheet-no charge for sending/receiving
- Scanner: no charge (unless printing)
- Disc cleaner - \$1.00 per disc
- Photo paper - \$1.00 per page
- Laminating - .50¢ per ½ page \$1.00 per full page

Additional Facilities use

Room rental is available during normal library hours at the Blanding and Monticello branches when room is not being used for library activities, displays, or other library related events. Rental fee is \$15/hour, plus a refundable deposit of \$30 if food and beverage plan to be served. Deposit will be refunded if room is left in the same or better condition it was found before setting up. Cash, check, or cards accepted. Reservations required. Payment due in full before room can be used. Any exceptions must be approved by Librarian of that branch.

Hotspot Policy

- Patron must be an adult (18 years and up) and have a valid library card with no pending fines/fees.
- Trial, Restricted, or Non-Resident patrons are NOT allowed to check out Hotspot Units.
- Patron must present a valid, government issued photo ID if Staff member requests one to verify residency, age and/or identity.
- Hotspot UNIT may be renewed up to 2 times as long as there are not holds for it and another UNIT is available for other patrons to check-out.
- Patron must submit a signed checkout agreement each time a device is checked out. Does not apply to renewals.
- Devices must be returned to the service desk **inside** of the library and **MUST NOT** be returned in a drop box.
- Devices may be returned to any San Juan County Library Branch.
- Only 1 Device per person per card may be checked out.

- Charges for Lost or Damaged items: Damaged or lost case/charger/cord: \$16 per item. Damaged or lost battery up to \$25. Damaged or lost Hotspot up to \$109. Patron may lose library privileges if applicable fines are not paid.
- Patron may be charged up to \$25 for overdue device. 1 – 7 days is \$10. 8-14 days is \$20. 15 + days is \$25.

This policy has been revised, reviewed and adopted by the San Juan County Library and Board of Trustees on March 31, 2022.

Signature of Chairperson:

x Pamela Chamberlain

Date: 4/6/22

San Juan County Library--Public Services Policy (Updated March 2019 March 31, 2022)

Eligible Patrons

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-

This policy has been revised, reviewed and adopted by the San Juan County Library and Board of Trustees on March 31, 2022.

Signature of Chairperson:

x _____ Date: _____



COMMISSION STAFF REPORT

MEETING DATE: May 3, 2022

ITEM TITLE, PRESENTER: Consideration and approval of the University of Utah Program of Addiction Research, Clinical Care, Knowledge, and Advocacy (PARCKA) contract, presented by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

This contract will enable San Juan Public Health (SJPH) (especially the Women, Infants, and Children [WIC] program team) to screen for and refer opioid, methamphetamine, and other substance use (OMSU) among pregnant women and women of childbearing age in San Juan County. The University of Utah Program of Addiction Research, Clinical Care, Knowledge, and Advocacy (PARCKA) staff will first train the SJPH WIC team on evidence-based OMSU screening and referral practices. Screening will then happen on site, then those people with a positive screen will be referred for care with local partners.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

A total of \$15,026 of allowable expenditures will be reimbursed on a quarterly basis as grant-related activities are completed and invoiced to the University of Utah.

University of Utah Cost Reimbursement Subaward Agreement ("Subaward")

Pass-Through Entity ("PTE"): University of Utah		Subrecipient ("Subrecipient"): San Juan Public Health	
Principal Investigator ("PTE PI"): Gerald Cochran		Principal Investigator ("Subrecipient PI"): Grant Sunada	
PTE Prime Award No.: A02769	Prime Award Date: 07/01/2022	Prime Awarding Agency: Utah Department of Human Services	
Project Title: SUBSTANCE USE AND PREGNANCY- RECOVERY, ADDICTION AND DEPENDENCE CLINIC			
Subaward Period of Performance: Start: 09/30/2021 End: 06/30/2022		Amount Funded This Action: 15026	PTE Subaward No.: 10051910-05
Estimated Project Period (if incrementally funded): Start: 09/30/2021 End: 09/29/2022		Incrementally Estimated Total:	PTE Project No.:
Check all that apply: Cost Sharing (Attachment 5) <input type="checkbox"/> Carryover (Attachment 2): <input type="checkbox"/> Automatic <input checked="" type="checkbox"/> Restricted			

Terms and Conditions

- PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and Budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- Subrecipient shall submit invoice not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon receipt of proper invoices, PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum, shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt and payments shall be directed to the PTE's Financial Contact, shown in Attachment 3A.
- A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, no later than 3 days after Subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- All payments shall be considered provisional and subject to adjustment within the total estimated costs in the event such adjustment is necessary as a result of an adverse audit finding against Subrecipient. PTE reserves the right to reject an invoice, in accordance with 2 CFR 200.305.
- Matters concerning the technical performance of this Subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as described in Attachment 4, "Reporting Requirements."
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. All substantive and non-substantive changes made to this Subaward require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
- Each party shall be responsible for its negligent acts and omissions and the negligent acts and omissions of its employees, officers, and directors in the performance of their responsibilities under this Subaward.
- Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
- By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms of this Subaward, the applicable terms of the PTE Prime Award, including the appropriate Research Terms and Conditions ("RTCs") of the Prime Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable federal, state and local law, rules and regulations, including Subrecipient's policies.

By an Authorized Official of PTE: _____ Name: Brent Brown Date Title: Director, Office of Sponsored Projects	By an Authorized Official of Subrecipient: _____ Name: Date Title:
--	--

Attachment 1
Certifications and Assurances

Subaward Number:
10051910-05

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient will maintain books, records, documents, and other evidence relating to the work under this Sub-recipient Agreement in accordance with generally accepted accounting principles as described in **Uniform Guidance, 2 CFR 200**, to clearly and easily identify expenses under this Subaward separately from other costs of Subrecipient Accounting records that are supported by documentation must, as a minimum, be adequate to show all costs incurred under this Subaward receipt and use of goods and services acquired under this Subaward, the costs of the work supplied from other sources, and the overall progress of the project.

Notwithstanding any other conditions of this Subaward, the books and records of Subrecipient hereunder will be made available upon request, at the Subrecipient's regular place of business, for audit by personnel authorized by the University of Utah, the State of Utah and/or the Prime Awarding Agency. Additionally, the books and records must be retained for a period of three years following final payment.

The period of access and examination described above, for the records which relate to (a) litigation or settlement of claims arising out of the performance of this Subaward or (b) costs and expenses of this Subaward as to which exception has been taken by any of the organizations named shall continue until such litigation, claims, or exceptions have been disposed of.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

PTE is a governmental entity under the Governmental Immunity Act of Utah, Utah Code §§ 63G -7-101 to -904, as amended (the "Act"). Nothing in the Subaward shall be construed as a waiver by PTE of any protections, rights, or defenses applicable to PTE under the Act, including without limitation, the provisions of section 63G-7-604 regarding limitation of judgments. It is not the intent of PTE to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Subaward shall be so interpreted or construed.

PTE is a governmental entity subject to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 to -901, as amended (“GRAMA”) and Utah Code §§ 53B-16-301 to -305 as amended. Under GRAMA certain records within PTE’s possession or control, including without limitation, the Subaward, may be subject to public disclosure; and PTE’s confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to section 63G-2-309 of GRAMA, any confidential information provided to PTE that Subrecipient believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Subaward, PTE may disclose any information or record to the extent required by GRAMA or as otherwise required by law.

Export Control

In the event that a party under this Subaward intends to provide information, equipment or materials restricted under applicable export control law or regulations (including but not limited to Export Administration Regulations and International Traffic in Arms Regulations, to the other party during the course of any activity under this Subaward, the disclosing party must first notify the receiving party of its intention to provide this data at least 30 days in advance of actually providing this information, equipment or materials, and indicate to whom at receiving party the information, equipment or materials is being provided, along with specific reference to the applicable regulatory sections. Receiving party will then determine whether it will accept such information, equipment or materials or decline. In addition, each party’s performance of any activity under this Subaward is subject to compliance with all U.S. export control and Office of Foreign Assets Controls (OFAC) regulations.

Subrecipient agrees to insert the provisions of this section in all subawards entered into by Subrecipient in connection with this Subaward

Attachment 2
 Prime Award Terms and Conditions
 Non-Federal

Subaward Number:
 10051910-05

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. The Prime Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
<https://hs.utah.gov/dhsgrants>
2. Research Terms and Conditions, including any Prime Awarding Agency's Specific Requirements found at:
<https://hs.utah.gov/dhsgrants>
3. Except for the following:
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Prime Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Prime Awarding Agency.
 - d. Title to equipment purchased by Subrecipient with funds provided in whole or in part under this Subaward shall be determined in accordance with the terms and conditions of the Prime Award and all applicable policies of the Prime Awarding Agency. PTE shall retain title to all equipment furnished by PTE or Prime Awarding Agency hereunder.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed in the NOA).
4. Treatment of program income: Additive
5. Carryover: Carryover is restricted by PTE
 Submit carryover requests to the Administrative Contact identified in Attachment 3A

Special Terms and Conditions:

Copyrights:

Subrecipient grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Prime Awarding Agency under its Prime Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Prime Awarding Agency under its Prime Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Prime Awarding Agency under its Prime Award.

Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Prime Awarding Agency's data sharing and access requirements as reflected in the Prime Award (or in the special terms below) and the Data Management/Sharing Plan submitted to the Prime Awarding Agency and provided upon request.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: PTE

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Prime Awarding Agency. Subrecipient also certifies that, to the best of its knowledge (1) all financial disclosures have been made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy; and (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced, or eliminated in accordance with Subrecipient's conflict of interest policy prior to the expenditure of any funds under any resulting agreement.

If applying PTE's COI policy, by execution of this Subaward, Subrecipient certifies it will comply with the requirements of the PTE's COI policy as found at: <https://coi.utah.edu>, and notify the Administrative Contact identified in Attachment 3A.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

Human Subjects Vertebrate Animals No Human or Vertebrate Animals

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB/IACUC approvals represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB/IACUC approval is not properly in place.

IRB: Not Applicable

IACUC: Not Applicable

Human Subjects Data (Select One) Not Applicable

Human Subjects Data will be exchanged under this Subaward (check all that apply):

- From Subrecipient to PTE
 From PTE to Subrecipient

The PTE will set forth the terms of the exchange of Human Subjects Data in a:

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:
10051910-05

PTE Information

Entity Name: **University of Utah**
 Legal Address: Office of General Counsel
 201 S. Presidents Circle, Rm 309
 Salt Lake City, UT 84112

Website: osp.utah.edu

PTE Contacts

Central Email: ospawards@lists.utah.edu

Principal Investigator Name: **Gerald Cochran**

Email: jerry.cochran@hsc.utah.edu

Telephone Number: 801-213-0654

Administrative Contact Name: Katelyn Dalley

Email: katelyn.dalley@osp.utah.edu

Telephone Number: 801-585-9846

Financial Contact Name: Sally Petersen, Manager

Email: CAFinancialOfficer@admin.utah.edu

Telephone Number: 801/581-6959

Email Invoices? Yes No Invoice email (if different): ap@admin.utah.edu

Authorized Official Name: Brent Brown

Email: ospawards@osp.utah.edu

Telephone Number:

PI Address:

Cochran, Jerry
 295 CHIPETA WAY RM 1N400
 SALT LAKE CITY, UT 84108

Administrative Address:

Office of Sponsored Projects
 Ref 10062233-01 Rower
 155 S 1452 E
 INSCC Bldg., Rm 350
 Salt Lake City, Utah 84112-8906

Invoice Address:

Grants & Contracts Accounting
 Ref 10062233-01 Rower
 201 S. Presidents Circle, Rm. 406 Park Building
 Salt Lake City, UT 84112-9023

Attachment 3B
Subrecipient Contacts

Subaward Number:
10051910-05

Subrecipient Information for FFATA reporting

Entity's DUNS Name: County of San Juan

EIN No.: WCVABP2FEVA2

Institution Type: County Government

DUNS: 070018296

Parent DUNS:

Place of Performance Address:

735 S 200 W Ste 2, Blanding, UT 84511

Subrecipient Contacts:

Central Email:

Website:

Principal Investigator Name: **Grant Sunada**

Email: gsunada@sanjuancounty.org

Telephone Number: 435-587-3838

Administrative Contact Name: Brittney Carlson

Email: bcarlson@sanjuancounty.org

Telephone Number: 435-587-3838

Financial Contact Name: Tyler Ketron

Email: tketron@sanjuancounty.org

Telephone Number: 435-587-3838

Invoice/Payment Email: tketron@sanjuancounty.org

Authorized Official Name:

Email:

Telephone Number:

Legal Address:

117 South Main, Monticello, UT 84535

Administrative Address:

117 South Main, Monticello, UT 84535

Payment Address:

PO Box 9, Monticello, UT 84535

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:
10051910-05

Subrecipient agrees to submit the following reports to PTE contacts are identified in Attachment 3A:

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within _____ days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator.
- Annual technical/progress reports will be submitted within _____ days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's Principal Investigator within _____ days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.
-

Other Reports:

- In accordance with Prime Award, Subrecipient agrees to notify PTE's Principal Investigator within - _____ days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Prime Awarding Agency specific forms to the PTE's Principal Investigator within _____ days of the end of the Project Period to be included as part of the PTE's final invention report to the Prime Awarding Agency.
- A negative report is:
-

Other Special Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget
Non-Federal CR

Subaward Number:
10051910-05

Statement of Work

Below Attached, 2 pages

Budget Information

Indirect Information	Indirect Cost Rate (IDC) Applied 10 %	Cost Sharing <input type="radio"/> Yes <input checked="" type="radio"/> No
Rate Type: Modified Total Direct Costs		If Yes, include Amount: \$

Budget Details

Below Attached, 1 pages

Budget Totals

Direct Costs	\$ 18214
Indirect Costs	\$ 1821
Total Costs	\$ 20035

All amounts are in United States Dollars

SCOPE OF WORK

I. Overview

The University of Utah's Program of Addiction Research, Clinical Care, Knowledge, and Advocacy (PARCKA) within the Division of Epidemiology will contract with San Juan Public Health (SJPH) (specifically the Women, Infants, and Children [WIC] program team) to screen for and refer opioid, methamphetamine, and other substance use (OMSU) among pregnant women and women of childbearing age in San Juan County. Screening is expected to happen on site, and referral for care will take place across the local area. Principal Investigator Gerald Cochran, MSW, PhD and Co-Principal Investigator Marcela Smid, MD, MA, MS are leading this project and will act as the main points of contact.

II. Deliverables

The following deliverables will be expected by staff at the University of Utah PARCKA to be conducted by SJPH:

- The PARCKA staff will train the SJPH WIC team on evidence based OMSU screening and referral practices.
- Following training, the SJPH WIC team will screen pregnant women and women of childbearing age patients for possible substance use using the methods and tools explained within the training provided.
- If a patient screens positive for substance use, the SJPH WIC team will refer that patient to a local related referral source using the methods and tools explained within the training provided.
- On a monthly basis, the SJPH WIC team will complete an electronic survey (sent from the PARCKA team) and will be asked to report:
 1. Total number of pregnant women screened
 2. Total number of pregnant women referred
 3. Total number of childbearing aged women screened
 4. Total number of childbearing aged women referred

III. Timeline

The duration of this partnership will be nine months in length, beginning October 1, 2021, and concluding June 30, 2022:

- Months 1-2 will involve staff members from PARCKA training the SJPH WIC team on best OMSU screening and referral practices. Other topic education trainings will be offered, such as SUD in Pregnancy 101, Trauma Informed Care, etc.

- Months 3-9 will involve the SJPH WIC team to screen and refer pregnant women and women of childbearing age patients for possible substance use using the training methods and tools.

IV. Reporting

SJPH will be asked to report data to the PARCKA staff in a timely manner. Staff at PARCKA will send monthly surveys, as mentioned above, during the first week of every month, asking for data collected during the recently concluded month. These surveys are expected to be completed and returned within 3 days of receiving it by the SJPH WIC team.

The SJPH WIC team will also be asked to participate in evaluations at two different time points, February 2021, and June 2022. These evaluations will include a combination of brief qualitative interviews and surveys to be conducted by the PARCKA staff.

All data provided will be collected, analyzed, reported, and maintained in accordance with all applicable federal regulations and state confidentiality regulations. Research records are to be maintained in a confidential matter and within a secure location for a minimum of 3 years after the study is completed and closed. These records are also to be maintained with state and federal requirements, whichever is longest. The parties within this scope of work will maintain appropriate study documentation in compliance with ICH E6 and regulatory requirements.

(9/30/21 - 6/30/22) (7/1/22 - 9/29/22)

	Effort	Hourly Rate	Salary	Fringe	Annual Salary & Fringe	Period 3	Period 4	Total	Comment
Nurse #1	5%	\$ 30.41	\$ 63,496	61%	\$ 102,229	\$ 3,834	\$ 1,278	\$ 5,111	5% effort translates to 2 hours per week
Nurse #2	5%	\$ 26.90	\$ 56,167	61%	\$ 90,429	\$ 3,391	\$ 1,130	\$ 4,521	5% effort translates to 2 hours per week
Nurse #3	4%	\$ 24.47	\$ 51,093	61%	\$ 82,260	\$ 2,468	\$ 823	\$ 3,290	
Nurse #4	4%	\$ 24.47	\$ 51,093	61%	\$ 82,260	\$ 2,468	\$ 823	\$ 3,290	
			\$ -		\$ -	\$ -	\$ -	\$ -	
Program Expenses									
Travel						\$ 750	\$ 250	\$ 1,000	
Supplies						\$ 750	\$ 250	\$ 1,000	
Other								\$ -	
Communication								\$ -	
IT/microsoft support								\$ -	
								\$ -	
Direct Costs						\$ 13,660	\$ 4,553	\$ 18,214	
Indirect Cost				10%		\$ 1,366	\$ 455	\$ 1,821	
Total requested funds						\$15,026	\$5,009	\$20,035	

Attachment 6
Notice of Award (NOA) and any additional documents

Subaward Number:
10051910-05

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the Prime Award or any additional documentation to this Subaward.

Subrecipient agrees the provisions of the Prime Award set forth in Attachment 6 are hereby incorporated by reference into this Subaward. With respect to the clauses below, unless the context of the clause requires otherwise, the term “_____” shall mean PTE and Prime Awarding Agency, the term “_____” shall mean this Subaward and its attachments and the term “_____” shall mean Subrecipient.

It is intended that the terms and conditions set forth shall apply to Subrecipient in such a manner as is necessary to reflect: (1) the position of the Subrecipient as a subawardee to PTE; (2) to flow-down PTE’s applicable obligations, under its Prime Award with Prime Awarding Agency, to Subrecipient; and (3) to enable PTE to meet its obligations under the Prime Award.

STATE OF UTAH DEPARTMENT OF HUMAN SERVICES
CONTRACT AMENDMENT

Item 15.

Log # 40434 Kissflow# 22CR26
Procurement: Utah Governmental Entity
Subject: SUPeRAD OB Clinic

Amendment #4

Contract # A02769
Vendor#: 14363F
Commodity Code: 95206

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah Department of Human Services, which includes the Division of Substance Abuse and Mental Health, and University of Utah.

PURPOSE OF AMENDMENT: To 1) revise the description of the parties; 2) reallocate unspent funds and adjust prior allocations to actual expenditures; and 3) add Attachment C-4.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Coverage. Add the following to the description of the parties: "Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all contractual obligations, duties, and rights, will be the Department of Health and Human Services and Contractor."
2. Coverage, Section 5., "CONTRACT COSTS": Replace the amount with **\$1,271,411**.
3. Add Attachment C-4: Funding Allocation, Rate Table, and Budget.

EFFECTIVE DATE OF AMENDMENT: September 1, 2021

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

The parties sign and cause this amendment to be executed. This amendment is not fully executed until the State of Utah Approving Authorities have signed this amendment.

University of Utah

By: BRENT BROWN 08/20/2021
Brent Brown, Director Date
Office of Sponsored Projects

Department of Human Services

By: Tracy S. Gruber 08/20/2021
Tracy S. Gruber (Aug 20, 2021 14:07 MDT) Date
Tracy Gruber, Executive Director

STATE OF UTAH APPROVING AUTHORITIES

STATE DIVISION OF FINANCE
RECEIVED AND PROCESSED
By: BY DIVISION OF FINANCE 08/23/2021
State Finance Date

BCM Log#: 40434
 Kissflow#: 22CR26

Attachment C-4: Funding Allocation, Rate Table, and Budget Contract # A02769
 Amendment # 4
 Effective Date 09/01/2021

**Department of Human Services
 Division of Substance Abuse and Mental Health**

Dear University of Utah

Pursuant to the terms of the above-referenced contract, the contracted party is advised that the total contracted amount is now:

\$1,271,411

This allocation is the maximum amount DHS/DSAMH will reimburse the contractor during the funding periods outlined below in the rate table for the contract services identified. **Any portion of this amended allocation not expended by the contractor as of the Funding Period Deadline will lapse and the contractor shall have no further claim to the same.**

Rate Table

The payment rate and funding source for this contract is specified in the following rate table:

Service Title / Tracking Code	Subrecipient?	Funding Source / Catalog of Federal Domestic Assistance (CFDA) #	State Fiscal Year	Funding Period*	Funding Amount**	State Fiscal Year Total	
SA State Opioid Response/ SOR	No	State Opioid Response Grant (BSOR)/ 93.788	SFY 19	02/01/2019-06/30/2019	\$68,119 [1]	\$68,119	
			SFY 20	07/01/2019-09/29/2019	\$20,567 [2]	\$248,276	
				09/30/2019-06/30/2020	\$227,709 [3]		
			SFY 21	07/01/2020-09/29/2020	\$144,556 [4]	\$144,556	
		Subtotal					\$460,951
		State Opioid Response Supplemental Grant (BSOR)/ 93.788	SFY 20	07/01/2019-09/29/2019	\$79,716 [5]	\$180,855	
				09/30/2019-06/30/2020	\$101,139 [6]		
			SFY 21	07/01/2020-09/29/2020	\$29,606 [7]	\$29,606	
		Subtotal					\$210,461
		State Opioid Response Grant (SOR) ~ BSORES20 / 93.788	SFY 21	09/30/2020-06/30/2021	\$149,025 [8]	\$149,025	
			SFY 22	07/01/2021-09/29/2021	\$150,974 [9]	\$375,974	
				09/30/2021-06/30/2022	\$225,000		
			SFY 23	07/01/2022-09/29/2022	\$75,000	\$75,000	
		Subtotal					\$599,999
		Total					\$1,271,411

* Funding amounts for expired funding periods will be reduced to actual expenditures in subsequent amendments.

[1] We show the following payments were made = \$68,119.13:

1925001906SOR2 A02769 APR 19 19CPR3421BSOR18UU-00155052\$2,877.34
 1925002178SOR2 A02769 JUN 19 19CPR3996BSOR18UU-00158733\$37,766.13
 SOR2 A02769 MAY 19 19CPR3946BSOR18UU-00158590\$27,475.66

[2] We show the following payments were made = \$20,566.58:

2025000260SOR2 A02769 JUL 19 20CPR95BSOR18UU-00163491\$13,595.48
 2025000372SOR2 A02769 AUG 19 20CPR565BSOR18UU-00165845\$6,971.10

[3] We show the following payments were made \$227,709.01:

2025000802SOR1 A02769OCT 19 20CPR1248BSOR19UU-00170221\$12,821.54
 2025000965SOR1 A02769 NOV 19 20CPR1666BSOR19UU-00172707\$21,217.37
 2025001200SOR1 A02769 DEC 19 20CPR2081BSOR19UU-00176292\$23,575.52
 2025001314SOR1 A02769 JAN 20BSOR19UU-00178745\$11,371.32
 2025001799SOR1 A02769 MAR 20 20CPR3081BSOR19UU-00183137\$13,020.33
 2025001837SOR1 A02769 APR 20 20CPR3223BSOR19UU-00185424\$33,286.64
 2025002103SOR1 A02769 MAY 20 20CPR3685BSOR19UU-00188999\$29,948.41
 2025002261SOR1 A02769 JUN 20 20CPR3984BSOR19UU-53200273\$82,467.88

[4] This amount has been reduced to actual payments of \$144,556 from \$203,889.

Program Amount Vendor_Customer_NameLine_DescriptionTran_IDInvoice_Number
 BSOR19 \$88,803.54 UOFU GRANTS & CONTRACTS ACCOUNTINGSOR2 A02769 SEP 20 21CPR802
 PRC2002125000399UU-53200281-SEPTEMBER 2020
 BSOR19 \$34,682.24 UOFU GRANTS & CONTRACTS ACCOUNTING SOR2 A02769 AUG 20 21CPR667
 PRC2002125000333UU-53200281-AUGUST 2020
 BSOR19 \$21,070.69 UOFU GRANTS & CONTRACTS ACCOUNTING SOR2 A02769 JUL 20 21CPR666
 PRC2002125000333UU-53200281-JULY 2020

[5] Payment:

2025000715SOR2 A02769 SEP 19 20CPR784BSORX8UU-00167074\$79,716.21

[6] We show the following payments were made - \$101,139:

2025000955SOR1 A02769 NOV 19 20CPR1667BSORX8UU-00172708\$7,341.84
 2025001173SOR1 A02769 DEC 19 20CPR2082BSORX8UU-00176293\$6,296.43
 2025001311SOR1 A02769 JAN 20BSORX8UU-00178749\$8,824.80
 2025001501SOR1 A02769 FEB 20 20CPR2691BSORX8UU-00181297\$1,249.59
 2025001503SOR1 A02769 FEB 20 20CPR2692 SAN JUANBSORX8UU-00181299\$6,573.42
 2025001818SOR1 A02769 MAR 20 SAN JUAN 20CPR3082BSORX8UU-00183138\$12,383.01
 2025001834SOR1 A02769 APR 20 20CPR3224 SAN JUANBSORX8UU-00185425\$14,061.31
 2025002103SOR1 A02769 MAY 20 20CPR3692BSORX8UU-00189001\$29,201.64
 2025002262SOR1 A02769 JUN 20 20CPR3983BSORX8UU-53200274\$15,206.36

[7] This amount has been lowered from \$30,000 to actual expenditures of \$29,606

Program Amount Vendor_Customer_NameLine_DescriptionTran_IDInvoice_Number
 BSORX8 \$21,032.83 UOFU GRANTS & CONTRACTS ACCOUNTINGSOR2 A02769 SEP 20 21CPR799
 PRC2002125000398UU-53200282--SEPTEMBER 2020
 BSORX8 \$3,661.00 UOFU GRANTS & CONTRACTS ACCOUNTING SOR2 A02769 AUG 20 21CPR669
 PRC2002125000333UU-53200282-AUGUST 2020
 BSORX8 \$4,912.60 UOFU GRANTS & CONTRACTS ACCOUNTING SOR2 A02769 JUL 20 21CPR668
 PRC2002125000333UU-53200282-JULY 2020

[8] This amount has been lowered to actual payments, from \$225,000 to \$149,025:

Program Amount Vendor_Customer_NameLine_DescriptionTran_IDInvoice_Number

BSORES20 \$9,147.50 UOFU GRANTS & CONTRACTS ACCOUNTING SOR1 A02769 SEP-OCT 20
 21CPR1391 PRC2002125000712UU-00202422
 BSORES20 \$6,436.77 UOFU GRANTS & CONTRACTS ACCOUNTING SOR1 A02769 FEB 21
 21CPR2519 PRC2002125001377UU-00211775
 BSORES20 \$6,066.03 UOFU GRANTS & CONTRACTS ACCOUNTING SOR1 A02769 DEC 20
 PRC2002125000989UU-00206194
 BSORES20 \$4,614.53 UOFU GRANTS & CONTRACTS ACCOUNTING SOR1 A02769 NOV 20
 21CPR1657 PRC2002125000819 UU-00204856
 BSORES20 \$6,436.77 UOFU GRANTS & CONTRACTS ACCOUNTING SOR1 A02769 FEB 21
 21CPR2519 MD1002100000936 UU-00211775
 BSORES20 \$(6,436.77) UOFU GRANTS & CONTRACTS ACCOUNTING SOR1 A02769 FEB 21
 21CPR2519 MD1002100000936 UU-00211775
 BSORES20 \$49,541.58 UOFU GRANTS & CONTRACTS ACCOUNTING SOR1 A02769 MAR 21
 21CPR2985 PRC2002125001623 UU-00215394
 BSORES20 \$16,710.54 UOFU GRANTS & CONTRACTS ACCOUNTING SOR1 A02769 JAN 21
 21CPR2311 PRC2002125001226 UU-00210217
 BSORES20 \$9,859.30 UOFU GRANTS & CONTRACTS ACCOUNTING SOR1 A02769 MAY 21
 21CPR3601 PRC2002125002099 UU-00219564
 BSORES20 \$27,940.33 UOFU GRANTS & CONTRACTS ACCOUNTING SOR1 A02769 - JUNE 2021 -
 21CPR4064 PRC2002125002310 UU-00221977
 BSORES20 \$18,708.61 UOFU GRANTS & CONTRACTS ACCOUNTING SOR1 A02769 APR 21
 PRC2002125001810 UU-00218193

[9] This amount was \$75,000 but is being increased to \$150,974

DHS/DSAMH Budget Form

Complete Boxes in PINK

TOTAL REVENUE	\$450,974	State Fiscal Year	Expenses Entered	Difference
Yearly Revenue	\$375,974	2022	\$375,974	\$0
	\$75,000	2023	\$75,000	\$0
		2024	\$0	\$0
		2025	\$0	\$0
		2026	\$0	\$0
		2027	\$0	\$0

NOTE
 "Difference" column must
 be zero in order for budget
 to be complete.

State fiscal year = July 1st thru June 30th

EXPENSES	2022	State Fiscal Year - July 1st 2021 thru June 30th 2022
-----------------	-------------	---

Salary Expense	Name	Title	Annual Salary + Benefits	% Work [1]	Cost to Contract	Admin or Program [2]
Example	John Doe	Program Manager	\$45,326	45%	\$20,397	Program
1)	Jerry Cochran, MSW, PhD,	Project Principal Inve	\$265,069	5%	\$13,253	Program
2)	Marcela Smid, MD, MA, MS,	Project co-Principal I	\$267,062	6.25%	\$16,691	Program
3)	TBN, GRA	Graduate Research A	\$50,213	50%	\$25,107	Program
4)	Sam Costanzo, Finance Mgr	Finance Manager	\$112,367	10%	\$11,237	Program
5)	Kristi Carlston, PSClinRhSr	Sr. Clinical Research	\$109,242	1%	\$1,092	Program
6)	Ashley White, SocServWrk	Social Services Work	\$83,945	2.50%	\$2,099	Program
7)	TBN	Reseach Coordinator	\$100,500	25%	\$25,125	Program
8)					\$0	
9)					\$0	
10)					\$0	
Total =					\$94,604	

Revenue Remaining **\$281,370**

Admin. Expenses

	NOTES
Travel	
Space Cost [3]	
Communications [4]	
Equipment/Furniture [5]	
Supplies	
Miscellaneous [6]	\$24,392 Indirect Rate 10% (MTDC= \$351,583)
Conferences/Workshops	
Insurance	
Professional Fees	
Total =	\$24,392

*Include a note here describing it

Revenue Remaining **\$256,978**

Program Expenses

	NOTES
Travel	\$4,000
Space Cost [7]	
Communications [8]	\$13,750 Videography expenses for training modules
Equipment/Furniture [9]	
Supplies	\$4,562 Misc. supplies (office supplies, computing, software, etc.)
Miscellaneous	\$234,666 SJCC subcontract (\$107,667), Agency partners (\$77,000), UU Education Curriculum Development Partners (\$50,000)
Conferences/Workshops	
Insurance	
Professional Fees	
Total =	\$256,978

*Include a note here describing it

Revenue Remaining **\$0** This number should be ZERO

EXPENSES **2023**

State Fiscal Year - July 1st 2022 thru June 30th 2023

Salary Expense		Name	Title	Annual Salary + Benefits	% Work [10]	Cost to Contract	Admin or Program [11]
Example		John Doe	Program Manager	\$45,326	45%	\$20,397	Program
1)		Jerry Cochran, MSW, PhD,	Project Principal Inve	\$265,069	1.25%	\$3,313	
2)		Marcela Smid, MD, MA, MS,	Project co-Principal I	\$267,062	1.25%	\$3,338	
3)		TBN, GRA	Graduate Research A	\$50,213	12.50%	\$6,277	
4)		Sam Costanzo, Finance Mgr	Finance Manager	\$112,367	2.50%	\$2,809	
5)		Kristi Carlston, PSClinRhSr	Sr. Clinical Research C	\$109,242	0.25%	\$273	
6)		Ashley White, SocServWrk	Social Services Work	\$83,945	0.63%	\$525	
7)						\$0	
8)						\$0	
9)						\$0	
10)						\$0	
Total =						\$16,535	

Revenue Remaining **\$58,465**

Admin. Expenses

NOTES

Travel			
Space Cost [12]			
Communications [13]			
Equipment/Furniture [14]			
Supplies			
Miscellaneous	\$4,371	Indirect Rate 10% (MTDC= \$43,712)	*Include a note here describing it
Conferences/Workshops			
Insurance			
Professional Fees			
Total =	\$4,371		

Revenue Remaining **\$54,094**

Program Expenses

NOTES

Travel	\$1,000		
Space Cost [15]			
Communications [16]			
Equipment/Furniture [17]			
Supplies	\$1,177	Misc. supplies (office supplies, computing, software, etc.)	
Miscellaneous	\$51,917	SICC subcontract (\$26,917), Agency partners (\$26,000)	*Include a note here describing it
Conferences/Workshops			
Insurance			
Professional Fees			
Total =	\$54,094		

Revenue Remaining **\$0** This number should be ZERO

EXPENSES **2024**

State Fiscal Year - July 1st 2023 thru June 30th 2024

Salary Expense		Name	Title	Annual Salary + Benefits	% Work [18]	Cost to Contract	Admin or Program [19]
Example		John Doe	Program Manager	\$45,326	45%	\$20,397	Program
1)						\$0	
2)						\$0	
3)						\$0	
4)						\$0	
5)						\$0	
6)						\$0	
7)						\$0	

8)				\$0
9)				\$0
10)				\$0
Total =				\$0

Revenue Remaining

Admin. Expenses

	NOTES
Travel	
Space Cost [20]	
Communications [21]	
Equipment/Furniture [22]	
Supplies	
Miscellaneous	*Include a note here describing it
Conferences/Workshops	
Insurance	
Professional Fees	
Total =	\$0

Revenue Remaining

Program Expenses

	NOTES
Travel	
Space Cost [23]	
Communications [24]	
Equipment/Furniture [25]	
Supplies	
Miscellaneous	*Include a note here describing it
Conferences/Workshops	
Insurance	
Professional Fees	
Total =	\$0

Revenue Remaining This number should be ZERO

EXPENSES 2025 State Fiscal Year - July 1st 2024 thru June 30th 2025

Salary Expense	Name	Title	Annual Salary + Benefits	% Work [26]	Cost to Contract	Admin or Program [27]
Example	John Doe	Program Manager	\$45,326	45%	\$20,397	Program
1)					\$0	
2)					\$0	
3)					\$0	
4)					\$0	
5)					\$0	
6)					\$0	
7)					\$0	
8)					\$0	
9)					\$0	
10)					\$0	
Total =						\$0

Revenue Remaining

Admin. Expenses

	NOTES
Travel	
Space Cost [28]	
Communications [29]	
Equipment/Furniture [30]	
Supplies	
Miscellaneous	*Include a note here describing it

Conferences/Workshops	
Insurance	
Professional Fees	
Total =	\$0
Revenue Remaining	\$0

Program Expenses **NOTES**

Travel		
Space Cost [31]		
Communications [32]		
Equipment/Furniture [33]		
Supplies		
Miscellaneous		*Include a note here describing it
Conferences/Workshops		
Insurance		
Professional Fees		
Total =	\$0	
Revenue Remaining	\$0	This number should be ZERO



EXPENSES	2026	State Fiscal Year - July 1st 2025 thru June 30th 2026					
Salary Expense	Name	Title	Annual Salary + Benefits	% Work [34]	Cost to Contract	Admin or Program [35]	
	Example John Doe	Program Manager	\$45,326	45%	\$20,397	Program	
1)					\$0		
2)					\$0		
3)					\$0		
4)					\$0		
5)					\$0		
6)					\$0		
7)					\$0		
8)					\$0		
9)					\$0		
10)					\$0		
Total =					\$0		
Revenue Remaining						\$0	

Admin. Expenses **NOTES**

Travel		
Space Cost [36]		
Communications [37]		
Equipment/Furniture [38]		
Supplies		
Miscellaneous		*Include a note here describing it
Conferences/Workshops		
Insurance		
Professional Fees		
Total =	\$0	
Revenue Remaining	\$0	

Program Expenses **NOTES**

Travel		
Space Cost [39]		
Communications [40]		
Equipment/Furniture [41]		
Supplies		
Miscellaneous		*Include a note here describing it

Conferences/Workshops		
Insurance		
Professional Fees		
Total =	\$0	

Revenue Remaining This number should be ZERO

EXPENSES 2027 State Fiscal Year - July 1st 2026 thru June 30th 2027

Salary Expense	Name	Title	Annual Salary + Benefits	% Work [42]	Cost to Contract	Admin or Program [43]
Example	John Doe	Program Manager	\$45,326	45%	\$20,397	Program
1)					\$0	
2)					\$0	
3)					\$0	
4)					\$0	
5)					\$0	
6)					\$0	
7)					\$0	
8)					\$0	
9)					\$0	
10)					\$0	
Total =					\$0	

Revenue Remaining

Admin. Expenses

	NOTES
Travel	
Space Cost [44]	
Communications [45]	
Equipment/Furniture [46]	
Supplies	
Miscellaneous	*Include a note here describing it
Conferences/Workshops	
Insurance	
Professional Fees	
Total =	\$0

Revenue Remaining

Program Expenses

	NOTES
Travel	
Space Cost [47]	
Communications [48]	
Equipment/Furniture [49]	
Supplies	
Miscellaneous	*Include a note here describing it
Conferences/Workshops	
Insurance	
Professional Fees	
Total =	\$0

Revenue Remaining This number should be ZERO

[1] This is the percentage of the person's total work time devoted to the contract over the state fiscal year listed. If the total year will not be covered for this budget period by the contract, please adjust your percent accordingly.

[2] If a person is performing both an admin and program roll in the contract, list them twice with the appropriate data included for each roll.

[3] rent, mortgage, lease

[4] telephones, cell phones, postage, etc.

[5] computer, desk, table, chair, cabinet, etc. \$5,000 or less

[6] Include Federally Approved Administrative Cost Percentage here. A copy of your Federally Approved plan must be submitted with your budget.

[7] rent, mortgage, lease

[8] telephones, cell phones, postage, etc.

[9] computer, desk, table, chair, cabinet, etc. \$5,000 or less

[10] This is the percentage of the person's total work time devoted to the contract over the state fiscal year listed. If the total year will not be covered for this budget period by the contract, please adjust your percent accordingly.

[11] If a person is performing both an admin and program roll in the contract, list them twice with the appropriate data included for each roll.

[12] rent, mortgage, lease

[13] telephones, cell phones, postage, etc.

[14] computer, desk, table, chair, cabinet, etc. \$5,000 or less

[15] rent, mortgage, lease

[16] telephones, cell phones, postage, etc.

[17] computer, desk, table, chair, cabinet, etc. \$5,000 or less

[18] This is the percentage of the person's total work time devoted to the contract over the state fiscal year listed. If the total year will not be covered for this budget period by the contract, please adjust your percent accordingly.

[19] If a person is performing both an admin and program roll in the contract, list them twice with the appropriate data included for each roll.

[20] rent, mortgage, lease

[21] telephones, cell phones, postage, etc.

[22] computer, desk, table, chair, cabinet, etc. \$5,000 or less

[23] rent, mortgage, lease

[24] telephones, cell phones, postage, etc.

[25] computer, desk, table, chair, cabinet, etc. \$5,000 or less

[26] This is the percentage of the person's total work time devoted to the contract over the state fiscal year listed. If the total year will not be covered for this budget period by the contract, please adjust your percent accordingly.

[27] If a person is performing both an admin and program roll in the contract, list them twice with the appropriate data included for each roll.

[28] rent, mortgage, lease

[29] telephones, cell phones, postage, etc.

[30] computer, desk, table, chair, cabinet, etc. \$5,000 or less

[31] rent, mortgage, lease

[32] telephones, cell phones, postage, etc.

[33] computer, desk, table, chair, cabinet, etc. \$5,000 or less

[34] This is the percentage of the person's total work time devoted to the contract over the state fiscal year listed. If the total year will not be covered for this budget period by the contract, please adjust your percent accordingly.

[35] If a person is performing both an admin and program roll in the contract, list them twice with the appropriate data included for each roll.

[36] rent, mortgage, lease

[37] telephones, cell phones, postage, etc.

[38] computer, desk, table, chair, cabinet, etc. \$5,000 or less

[39] rent, mortgage, lease

[40] telephones, cell phones, postage, etc.

[41] computer, desk, table, chair, cabinet, etc. \$5,000 or less

[42] This is the percentage of the person's total work time devoted to the contract over the state fiscal year listed. If the total year will not be covered for this budget period by the contract, please adjust your percent accordingly.

[43] If a person is performing both an admin and program roll in the contract, list them twice with the appropriate data included for each roll.

[44] rent, mortgage, lease

[45] telephones, cell phones, postage, etc.

[46] computer, desk, table, chair, cabinet, etc. \$5,000 or less

[47] rent, mortgage, lease

[48] telephones, cell phones, postage, etc.

[49] computer, desk, table, chair, cabinet, etc. \$5,000 or less












40434 22CR26 University of Utah A02769-A4

Final Audit Report

2021-08-23

Created:	2021-08-17
By:	Elizabeth Bailey-Durst (elizbailey@utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgSL-ETZwQtaJZ-Dk5_DopJRXX4HsBgR9

"40434 22CR26 University of Utah A02769-A4" History

-  Document created by Elizabeth Bailey-Durst (elizbailey@utah.gov)
2021-08-17 - 7:34:06 PM GMT- IP address: 204.113.19.50
-  Document emailed to Brent Brown (brent.brown@osp.utah.edu) for signature
2021-08-17 - 7:35:36 PM GMT
-  Email viewed by Brent Brown (brent.brown@osp.utah.edu)
2021-08-20 - 7:46:39 PM GMT- IP address: 24.11.102.98
-  Document e-signed by Brent Brown (brent.brown@osp.utah.edu)
Signature Date: 2021-08-20 - 7:47:18 PM GMT - Time Source: server- IP address: 24.11.102.98
-  Document emailed to Tracy S. Gruber (dhsedoapprovals@utah.gov) for signature
2021-08-20 - 7:47:20 PM GMT
-  Email viewed by Tracy S. Gruber (dhsedoapprovals@utah.gov)
2021-08-20 - 8:06:30 PM GMT- IP address: 74.125.209.30
-  Document e-signed by Tracy S. Gruber (dhsedoapprovals@utah.gov)
Signature Date: 2021-08-20 - 8:07:31 PM GMT - Time Source: server- IP address: 168.178.211.167
-  Document emailed to fi_contracts@utah.gov for signature
2021-08-20 - 8:07:34 PM GMT
-  Email viewed by fi_contracts@utah.gov
2021-08-20 - 10:31:13 PM GMT- IP address: 74.125.209.9
-  Document signing delegated to Sheri Witucki (switucki@utah.gov) by fi_contracts@utah.gov
2021-08-23 - 1:00:49 PM GMT- IP address: 204.113.19.50
-  Document e-signed by Sheri Witucki (switucki@utah.gov)
Signature Date: 2021-08-23 - 1:06:29 PM GMT - Time Source: server- IP address: 204.113.19.50

✔ Agreement completed.

2021-08-23 - 1:06:29 PM GMT



COMMISSION STAFF REPORT

MEETING DATE: May 3, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of Amendment #1 to the Intergovernmental Agreement Between San Juan County and the City of Monticello for Law Enforcement Services, Sheriff Jason Torgerson

RECOMMENDATION: Make a motion adopting the Amendment #1

SUMMARY

Several months ago, Monticello City reached out to San Juan County with the possibility of increasing the pay rate for Deputies covering Monticello. Last week, Monticello City Council approved the amendment.

HISTORY/PAST ACTION

In June of 2020, San Juan County entered into the IGA with Monticello City to perform all law enforcement services for the City.

FISCAL IMPACT

\$7,300 a year for those services in addition the County will pay for the increased contribution costs to URS for the Tier Public Safety Retirement Costs which are currently around 14% of the Public Safety salary depending on which tier and hybrid or 401K option.

AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN SAN JUAN COUNTY UTAH AND THE CITY OF MONTICELLO, UTAH FOR LAW ENFORCEMENT SERVICES

This Amendment No. 1 to the Intergovernmental Agreement (this “Amendment No. 1”) is made and entered into by and between San Juan County (“County”) and the City of Monticello, Utah (“City”), identified in this Amendment individually as a “Party” and collectively as “Parties”.

RECITALS

This Amendment No. 1 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. The Parties previously entered into an Intergovernmental Agreement, dated June 19, 2020, (the “Agreement”); and
- B. The Parties, through this Amendment No. 1, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 1, the Parties do hereby agree as follows:

1. **Attachment A.** Due to increases in costs of providing Law Enforcement for the City of Monticello and to recognize and show appreciation for the work that San Juan County Deputies have been performing for the City of Monticello, the City has approached the County in a willingness to modify the payment amounts in Attachment A. as follows:
2. **Attachment A** to this agreement will repeal and replace the prior attachment A to the agreement. No other alterations or modifications to the agreement are made by adoption of this attachment.

Attachment A

The City agrees to pay the County the amount set forth below:

Salary, Benefits, Overtime Costs per Officer \$107,300 x 2 =	\$214,600
Miscellaneous Expenses as noted	<u>\$30,000</u>
	\$244,600

For the first three years, the City will provide three equipped 2017 Ford Explorers to the County, along with other equipment. These vehicles and equipment will be valued and depreciated over three years at the following rates:

Year 1:	\$24,000
Year 2:	\$16,000
Year 3:	\$ 8,000

Which will be subtracted from the amount owed the County for those years of the contract.

Fiscal Year 2021 – July 2020 to June 2021	\$230,000 - \$24,000=	\$206,000
Fiscal Year 2022 – July 2021 to June 2022	\$244,600 - \$16,000=	\$228,600
Fiscal Year 2023 – July 2022 to June 2023	\$244,600 - \$ 8,000=	\$236,600
Fiscal Year 2024 – July 2023 to June 2024		\$244,600
Fiscal Year 2025 – July 2024 to June 2025		\$244,600

The City expects that the County will pay the additional increase in overall costs per officer (\$7,300) for the Law Enforcement of the City specifically. The County will cover the costs for the Tier 1 or Tier 2 Public Safety Employee Compensation to the Utah Retirement System for the Deputies covering shifts in the City.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment A to be signed by their duly authorized representatives on the dates indicated below.

SAN JUAN COUNTY	MONTICELLO CITY
By: _____ Willie Grayeyes, Chair Board of San Juan County Commissioners	By: <u>Bayley Hedglin</u> Bayley Hedglin Mayor of Monticello City
Date: _____	Date: <u>4/28/22</u>
ATTEST:	ATTEST:
_____ Lyman Duncan, San Juan County Clerk/Auditor	<u>Shakna Black</u> Recorder/Acting City Recorder
Date: _____	Date: <u>4-28-22</u>

**AGREEMENT BETWEEN
THE CITY OF MONTICELLO AND SAN JUAN COUNTY
FOR LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into pursuant to § 11-13-101, Utah Code Annotated, as amended, commonly referred to as the Interlocal Cooperation Act, by and between San Juan County, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and the City of Monticello, a municipal corporation of the State of Utah, hereinafter referred to as "City".

WITNESSETH

WHEREAS, City wants a safe and secure environment for its citizens, businesses and all others within the City boundaries; and

WHEREAS, City desires to make the most cost-effective use of tax dollars to provide law enforcement services; and

WHEREAS, City feels that the San Juan County Sheriff can provide excellent, cost-effective law enforcement services within the City boundaries; and

WHEREAS, the San Juan County Sheriff's Office is able and willing to provide the law enforcement services needed by City as described herein; and

WHEREAS, City and County have determined that it is mutually advantageous to enter into this Agreement for the San Juan County Sheriff's Office to provide law enforcement services in the City; and

WHEREAS, it is agreed that the services provided will be paid for by City as hereinafter set forth and the respective entities have determined and agree that the amount set forth herein is reasonable, fair and adequate compensation for providing the described law enforcement services;

NOW THEREFORE, pursuant to the Utah Interlocal Cooperation Act the parties hereby agree as follows:

**SECTION ONE:
AGREEMENT**

1.01 The County, through the San Juan County Sheriff's Office agrees to furnish law enforcement services and to enforce State laws and City ordinances within the corporate limits of City, to the extent and in the manner hereinafter set forth.

1.02 This Agreement terminates and supersedes any existing law enforcement service agreement, whether oral or written, between the parties.

1.03 The concepts set forth in the above recitals are recognized and incorporated as an integral part of this agreement.

1.04 The Sheriff shall be the administrator of this Agreement.

1.05 The County will designate a deputy and/or an appropriate supervisor as the liaison to the City for the purpose of coordinating the activities of the Sheriff's Office, attending staff and City Council meetings as reasonably requested, and to oversee the delivery of police services under this agreement.

SECTION TWO: SCOPE OF SERVICES

2.01 The San Juan County Sheriff's Office shall be responsible to furnish all personnel for the investigation and enforcement of State laws and City ordinances, and will conduct traffic enforcement, felony investigations, follow-up investigations, as well as any other services in the field of public safety that are within the legal power and ability of the Sheriff to provide.

2.02 The County will furnish all necessary labor, supervision, equipment, vehicles, communications facilities, uniforms, badges, firearms and other items of equipment reasonably necessary to provide the services described herein.

2.03 The personnel and equipment furnished by the Sheriff will provide a responsive field force on duty on behalf of the City, providing direct services 24 hours per day, 365 days per year.

2.04 The Sheriff will respond, upon request, to situations that may arise from time to time within the City for traffic enforcement of special events, celebrations or parades, protection from vandalism and such other help that is normally provided to the residents of the unincorporated areas of the County. It is the sole discretion of the Sheriff to determine if officers and resources are needed and the number of officers and resources sufficient to safely meet the request

SECTION THREE: AUTHORITY AND EMPLOYMENT STATUS

3.01 For purposes of liability, County officers or employees shall not be deemed to be City officers or employees except as more fully specified in this Agreement. All law enforcement officers employed by the County to perform duties under the terms of this Agreement shall be County employees, and shall have no right to any City pension, civil service, or any other City benefit for services provided hereunder. The County will have full supervision authority over all persons employed to carry out the requirements of this agreement.

SECTION FOUR: INDEMNIFICATION

4.01 The City shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the City in connection with the performance of this Agreement. The City shall also defend and indemnify the County for all claims and expenses that arise out of the enforcement of a City Ordinance that is deemed to be unlawful or unconstitutional.

4.02 The County shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the County in connection with the performance of this Agreement. The County shall indemnify and hold the City free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. In the event that the City or any of its officers or employees are named as co-defendants with the County or any of its offices or employees in any civil action based upon the delivery of services under the terms of this Agreement, the County agrees to undertake the defense of the City or any of its officers or employees so named under a reservation of rights agreement until such time as they have been successfully dismissed from the action or it has been determined by the County that a conflict of interest exists, at which time City will be notified of its duty to independently undertake and pay for the defense of the City or its officer or employee named as a co-defendants in such civil actions.

SECTION FIVE: RESPONSIBILITY FOR SALARY AND BENEFITS

5.01 The City shall not assume any liability for the payment of any salaries, wages, employment benefits or other compensation to any County personnel performing services hereunder for the City and will not assume any other employment related liability except as provided for in this Agreement.

5.02 The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the County hereby agrees to hold the City harmless against any such claim.

SECTION SIX: TERM OF AGREEMENT

6.01 Unless terminated sooner as provided for herein, this Agreement shall be effective 12:01 am, July 1, 2020 and shall run for a sixty (60) month period until 12 midnight June 30, 2025.

6.02 In the event the City desires to extend this Agreement for a succeeding five year period, the City Council, by January 31 of the year of the expiration date of this Agreement, shall notify the County Commissioners that it wishes to renew the agreement, whereupon the County Commissioners, not later than March 15, shall notify the City Council in writing of its determination concerning the renewal for an additional five- year period together with any readjusted rates for the new extended agreement and a new agreement shall be executed. If these notifications are not made, this agreement shall expire and shall terminate on the final day of this agreement.

6.03 Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving 180 days prior written notice to the other party.

SECTION SEVEN: COMPENSATION FOR SERVICES

7.01 The City agrees to pay to the County the amount set forth in Attachment A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this agreement. The amount listed on Attachment A includes, but is not limited to: salary, benefits, uniform costs, training, overtime, supervision, supplies, communications equipment, fleet/motor pool expenses, system services, insurance, crime scene investigations, equipment, and associated administrative/support staff costs. The City shall pay the amount set forth in Attachment A, as scheduled in this agreement, even during times when a new officer is being recruited, hired, trained, etc to fill a vacancy under this agreement.

7.02 The City agrees that all funds allocated to the City by the State's Liquor Control Act grant will be forwarded to the County to be expended on liquor law enforcement activities within the City.

7.03 The City shall budget for and remit one quarter (1/4) of the annual contract amount to the San Juan County Sheriff's Office at the close of each calendar quarter: September, December, March and June. If such payment is not remitted to the County Sheriff within 30 days following the end of the quarter, the County is entitled to recover interest thereon as well as the contract amount. Interest shall be at the rate of twelve percent (12%) per annum.

7.04 The compensation paid by the City to the County pursuant to this Agreement shall be used for the services provided pursuant to this Agreement, and County shall not have the authority or right to use such funds for other purposes. Further, the County agrees not to offset the Sheriff's present or future budget because of the compensation paid pursuant to this Agreement.

7.05 As noted in Section 2.02 of this agreement, the County has the responsibility to provide the necessary equipment and supplies for the police work to be accomplished.

Given that the City currently owns equipment in good condition, including vehicles, laptop computers, radios, weapons, etc that can fulfill the needs of the personnel, the City and the County shall agree annually on a lease rate for this equipment which shall be listed as a credit to the City in the total amount established in Attachment A. When the equipment is deemed in need of replacement, the County will be the responsible party to provide said equipment at a cost already included in the compensation for services amount.

SECTION EIGHT:
REPORTS AND RECORDS


8.01 Records will be maintained of all law enforcement activity and services in the City and the records will be accessible to the City at all reasonable times. The Sheriff's Office will prepare an annual report of law enforcement efforts in the City and will review the report annually with the City Council each at a regular council meeting.

SECTION NINE:
COORDINATION

9.01 The City's Mayor, City Council or other designated representatives, may confer with the Sheriff, and/or his designated contract representatives, to coordinate with the Sheriff's Office regarding the performance or the Sheriff's Office or individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to the services provided under this contract. Such meetings will be subject to the discretion and availability of the Sheriff and shall be handled in accordance with county policy

IN WITNESS WHEREOF The City of Monticello, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and San Juan County, by resolution of its County Commissioners, has caused this Agreement to be signed by the Chairman of said Commission and attested by its Clerk, all on the day and year appearing below their respective signatures.

THE CITY OF MONTICELLO

By 

Mayor Tim Young

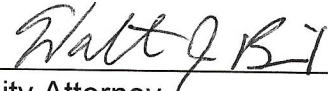
Date 6/09/2020

ATTEST:

Approved as to form and for compliance with state law:



City Recorder



City Attorney

BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY

By 

Chairman Kenneth Maryboy

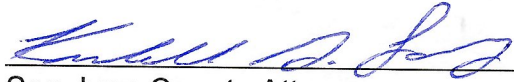
Date 6/16/20

ATTEST:

Approved as to form and for compliance with state law:



San Juan County Clerk



San Juan County Attorney

RESOLUTION NO. _

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MONTICELLO AND SAN JUAN COUNTY FOR LAW ENFORCEMENT SERVICES

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13, Section 202.5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving Interlocal agreements before such agreements may become effective; and

WHEREAS, San Juan County and The City of Monticello have negotiated an Agreement for the purpose of providing law enforcement services in the City of Monticello;

NOW THEREFORE, the City Council of The City of Monticello hereby resolves to enter into the attached Interlocal Agreement with San Juan County for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved.

The Mayor of The City of Monticello is authorized and directed to execute the Interlocal Agreement for and on behalf of the City.

DATED this day of , 2020

ATTACHMENT A

The City agrees to pay to the County the amount set forth below:

Salary, Benefits, Overtime Cost per Officer	\$100,000 x 2 +	\$200,000
Miscellaneous Expenses as noted		<u>\$30,000</u>
		\$230,000

For first three years, the City will provide three equipped 2017 Ford Explorers to the County, along with other equipment. These vehicles and equipment will be valued and depreciated over three years at the following rates:

- Year 1: \$24,000
- Year 2: \$16,000
- Year 3: \$ 8,000

Which will be subtracted from the amount owed the county for those years of the contract.

Fiscal Year 2021 – July 2020 to June 2021	\$230,000 - \$24,000 =	\$206,000
Fiscal Year 2022 – July 2021 to June 2022	\$230,000 - \$16,000 =	\$214,000
Fiscal Year 2023 – July 2022 to June 2023	\$230,000 - \$8,000 =	\$222,000
Fiscal Year 2024 – July 2023 to June 2024		\$230,000
Fiscal Year 2025 – July 2024 to June 2025		\$230,000

The County expects that the City will negotiate the transfer of Chief Black from the City to the County. In anticipation of that transfer, for FY2021, the City agrees to pay the cost of the value of up to 10 vacation days for Chief Clayton Black to the County, should the County agree to allocate vacation days to Black as he begins employment with the County. The payment for these days would be deducted from the vacation leave payout the City owes Black as he leaves City employment.

PERMANENT COMMUNITY IMPACT FUND BOARD (CIB) LOCAL CAPITAL IMPROVEMENT LIST EMERY COUNTY

Item 17.

SAN JUAN COUNTY:Short Term List				Fiscal Year 2023						
Applicant Priority	County Area Priority	Entity	Project Description	Estimated Total Cost	Revenue Sources/Shares			CIB Request		CIB Submission Date
					Local	CIB	Other	Grant	Loan	
A	1	San Juan County MBA	Jail and Court Expansion	\$17,984,704	Local					2022
A	2	Blanding City	SCBAs for Fire Department	\$200,000	CIB	\$200,000	\$200,000			2022
A	3	Monticello	Sewer Rehab (Slipline)	\$500,000	CIB	\$450,000				
					LOCAL	\$50,000	\$300,000	\$150,000		2023
B	4	Blanding City	Wellness Center Retrofitting Fire Suppression & Showers	\$700,000	CIB	\$700,000	\$700,000			2022
A	5	Bluff Town	Historic East Bluff Street Repair	\$1,000,000	CIB					
					Local					2022
A	6	Bluff Town	Old School/Town Hall Improvements	\$200,000	CIB	\$150,000				2022
A	7	Bluff Service Area	Secondary Water Infrastructure	\$1,200,000	CIB	\$600,000				
					Other	\$600,000				Jun-20
A	8	San Juan Health Service District	Monticello Hospital	\$30,000,000	Local					
					CIB					2023
A	9	San Juan MBA	Spanish Valley Emergency Center							
A	10	San Juan County	Oljato Road Improvements	\$500,000	Local					
					CIB					2022
A	11	Blanding City	Self Serve Potable Water Fill Station	\$80,000	CIB					2022
A	12	Monticello	Monticello Recreation/Pool Building Enhancements	\$100,000	CIB					
					Local					2022
A	13	San Juan Historic Commission	Blanding Museum	\$3,105,000	Local	\$105,000				
					CIB	\$3,000,000				2022
County Project Totals				\$55,569,704			\$1,200,000	\$150,000		
A		Seven County Infrastructure Coalition	Utah Navajo Water Rights Settlement Planning Update	\$400,000	Local	\$60,000				
					CIB	\$60,000				2022
A		Seven County Infrastructure Coalition	Southeast Utah Rail Line Study	\$250,000	CIB/Local					
					Private/State					2022
A		Seven County Infrastructure Coalition	Rural Freight Transportation Study (Phase 2)	\$1,000,000	CIB					
					Private/Local					2022
B		Seven County Infrastructure Coalition	Regional Recreation Planning	\$250,000	CIB					
					Local					2022
B		Seven County Infrastructure Coalition	Navajo Mountain Regional Transportation Planning	\$60,000,000	CIB					
					State Federal					2022
A		Seven County Infrastructure Coalition	Natural Gas Opportunities Planning	\$100,000	CIB, Local					
					State Federal					2022
Regional & County Project Totals				\$117,569,704			\$1,200,000	\$150,000		

Dear County Administrator McDonald, County Clerk Duncan and County staff,

I have been informed that a Petition for Declaratory Relief has been filed by Mr. Craig Halls in the Seventh Judicial District Court naming Kenneth Maryboy, Bruce Adams, Lyman Duncan, Mack McDonald, San Juan County Commission staff, and myself as Respondents. The Petition requests, among other things, that the Court “[e]njoin the County Legislative body, the Commission, the County Clerk, and the County Executive or any of their staff from requesting additional applications or re-advertising the position until the Petition for Declaratory Relief is determined,” and “[o]rder the County Executive/Legislative body to follow the law and appoint one of the four applicants as is required by U.C.A § 20A-1-509.2(3) et. sec.”

As discussed in the April 19, 2022 Commission meeting, the Commission acknowledges the significance and importance of the Office of the County Attorney. We are well aware that the Office of County Attorney undertakes actions that are key to matters of legal justice and the State’s interest looms large in having the State’s laws duly enforced. The importance of this public office is emphasized in the Utah Constitution, Article VIII, Section 16, which states that public prosecutors “shall have the primary responsibility for the prosecution of criminal actions brought in the name of the State of Utah and shall perform such other duties as may be provided by Statute. Public prosecutors shall be elected in a manner provided by statute, and shall be admitted to practice law in Utah. If a public prosecutor fails or refuses to prosecute, the Supreme Court shall have the authority to appoint a prosecutor pro tempore.”

The San Juan County Democratic Party has likewise acknowledged the importance of the position of County Attorney. When the County Clerk failed to provide applications from “more than three” attorneys as required by UCA § 20A-1-509.2 (3), the San Juan County Democratic Party requested applications from the four attorneys that had provided cursory responses to the Clerk’s notice of vacancy letter. The Party subsequently received two applications for the San Juan County Attorney position and one application for a Grand County Justice Court position (dated 2019). In recognition of the importance of the County Attorney and the requirements of the Utah Code regarding filling a vacancy in that office, the San Juan County Democratic Party notified the Commission that due to the “insufficiency of bona fide applicants, the statutory option set forth in UCA 20A-1-509.2(3) could not be exercised” by the Party. Thus, it was the Commission’s statutory option to solicit additional applications for the vacancy from Utah attorneys not residents of San Juan County.

The Commission did not create the vacancy in the County Attorney’s office nor did the Commission create the problem that we are now facing with this lawsuit. However, the Commission is committed to addressing the problem and filling the vacancy in our County Attorney office with the best qualified applicant. The Interim County Attorney has submitted a Notice of Conflict memo, removing himself from “the county’s decision-making process for the appointment process to replace Kendall Laws because I was an applicant for the position.”

Thus, the County needs to retain a disinterested, conflict-free, outside attorney to represent the named defendants. In the meantime, the personal attorneys of Commissioner Maryboy and

myself will enter an appearance in the case to allow the Commission sufficient time to contract with an attorney to represent the County defendants in this declaratory relief lawsuit.

Sincerely,

Willie Grayeyes
Chairman
San Juan County Commission