



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
January 16, 2024 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meet link <https://us02web.zoom.us/j/87155847636> Meeting ID: 871 5584 7636 One tap mobile +12532050468,,87155847636# US

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 the December 23, 2023 to January 9, 2024 Check Registers
2. Approval of the December 19, 2023 Commission Meeting Minutes
3. Approval of the December Small Purchases of \$9,727.62 for San Juan County Landfill Diesel Fuel Purchase, \$12,043.00 for San Juan County Public Safety Building Sewer Grinder, and \$67,300 for Cal Black Airport Parts and/or Service Estimate to Disassemble and Dispose of Batteries.

- [4.](#) Approval of the San Juan County TB Prevention and Control Amendment #7 with the State of Utah Department of Health and Human Services.
- [5.](#) Approval of the COVID-19 San Juan County Vaccine Supplemental Support Funding, Amendment #3 Contract with the State of Utah Department of Health and Human Services.
- [6.](#) Approval of San Juan County Preschool Development Grant B-5 Activity 6- 23-25 Amendment #1 with the State of Utah Department of Health and Human Services.
- [7.](#) Approval of San Juan County Public Health Infrastructure - 2023 Amendment #1 with the State of Utah Department of Health and Human Services.
- [8.](#) Approval of COVID-19 San Juan County Paycheck Protection Program and Healthcare Enhancement Act (PPPHEA) Expansion 2021 Amendment #3 with the State of Utah Department of Health and Human Services.
- [9.](#) Approval of the 2024 Contract with Jones & DeMille Engineering to Perform Limited Building Inspection Services.

BUSINESS/ACTION

- [10.](#) Consideration and Approval of the Motorola Solution, Inc Service Agreement and San Juan County Sheriff Department. Lehi Lacy, San Juan County Sheriff
- [11.](#) Consideration and Approval of the 2024 La Sal Transfer Station Electrical Contract, Jed Tate, Landfill Manager
- [12.](#) Consideration and Approval of the Utah Outdoor Recreational Trails Matching Grant Fund Contract with San Juan County. Elaine Gizler Economic Development and Visitor Services Director.
- [13.](#) Consideration and Approval of Comments on Sage-grouse RMP Amendment/EIS. Nick Sandberg, Public Lands Coordinator
- [14.](#) Consideration and Approval of the Letter of Request for the Meeting Draft Bears Ears Plan. Nick Sandberg, Public Lands Coordinator
- [15.](#) Consideration and Approval of the Multi-County Appraisal Trust Software PUMA Program for the County. Rick Meyer, County Assessor
- [16.](#) Consideration and Approval of the Uncollectible Accounts from 2009 to 2014 State Statute Removal. Rick Meyer, County Assessor
- [17.](#) Consideration and Approval to Refund Over-Paid Past-Due Personal Property Accounts from 2023. Rick Meyer, County Assessor
- [18.](#) Consideration and Approval for the refund of \$1,800.00 from 2018 to 2019 Personal Property Taxes for Canyonlands. Rick Meyer, County Assessor

19. Consideration and Approval of the Professional Services Agreement with Jviation, A Woolpert Company, LLC and San Juan County for the 2024 Cal Black Airport Automated Weather Observing System (AWOS) Upgrades. Mack McDonald, Chief Administrative Officer
20. CONSIDERATION AND APPROVAL OF AN ORDINANCE TO AMEND THE SAN JUAN COUNTY ZONING ORDINANCE TO CLARIFY THAT SHORT-TERM RENTAL USE IS PROHIBITED IN THE SPANISH VALLEY RESIDENTIAL (SVR) DISTRICT. Mack McDonald, Chief Administrative Officer
21. Consideration and Approval of a Settlement Agreement and Release Made Between San Juan Rentals, LLC and JPKrantzMoab, LLC and San Juan County. Mack McDonald, Chief Administrative Officer
22. CONSIDERATION AND APPROVAL OF AN ORDINANCE REPLACING AND AMENDING THE PROCESS FOR APPEALS OF LAND USE DECISIONS. Mack McDonald, Chief Administrative Officer
23. Consideration and Approval of the Notice of Award for Bond Counsel Services to ETJLaw, Inc. for the San Juan County’s Municipal Building Authority’s Issuance of Non-Voted Lease Revenue Bonds to be Purchased by the Permanent Community Impact Fund Board. Mack McDonald, Chief Administrative Officer
24. Consideration and Approval of a Intergovernmental Agreement with South Central Planning and Development Commission and San Juan County for Permitting and Planning Systems Software. Mack McDonald, Chief Administrative Officer

COMMISSION REPORTS

ADJOURNMENT

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

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

**San Juan County
Check Register
All Bank Accounts - 12/23/2023 to 01/09/2024**

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|------------------------------------|------------------|----------------|---------------------|--------------|-------------------|----------------------------------|--|---------------|
| 4 Rivers Equipment LLC | 127493 | 1524741 | 12/31/2023 | 01/08/2024 | 4,402.33 | SJC Road | 214412250 - Equipment Operation | |
| 4 Rivers Equipment LLC | 127493 | 1524742 | 12/31/2023 | 01/08/2024 | 276.13 | SJC Road | 214412250 - Equipment Operation | |
| 4 Rivers Equipment LLC | 127493 | 1533664 | 12/31/2023 | 01/08/2024 | 60.54 | SJC Road | 214412250 - Equipment Operation | |
| 4 Rivers Equipment LLC | 127493 | 1540767 | 12/31/2023 | 01/08/2024 | 1,117.20 | SJC Road | 214412250 - Equipment Operation | |
| 4 Rivers Equipment LLC | 127493 | 1540774 | 12/31/2023 | 01/08/2024 | 784.00 | SJC Road | 214412250 - Equipment Operation | |
| 4 Rivers Equipment LLC | 127493 | 1560750 | 12/31/2023 | 01/08/2024 | 322.37 | SJC Road | 214412250 - Equipment Operation | |
| 4 Rivers Equipment LLC | 127493 | 20240104 | 12/31/2023 | 01/08/2024 | 1,394.03 | SJC Road | 214412250 - Equipment Operation | |
| 4 Rivers Equipment LLC | 127493 | 20240104143931 | 12/31/2023 | 01/08/2024 | 374.93 | SJC Road | 214412250 - Equipment Operation | |
| | | | | | \$8,731.53 | | | |
| | | | | | \$8,731.53 | | | |
| Adams, Bruce | 127470 | BA12272023 | 12/31/2023 | 01/08/2024 | 614.70 | Travel Reimbursement | 104111230 - Travel Expense | |
| | | | | | \$614.70 | | | |
| Amazon Capital Services | 127422 | 16YQ-TC7K-MW | 12/26/2023 | 12/26/2023 | 68.74 | SJC Public Health | 255335.480 - Crisis Response Special | |
| Amazon Capital Services | 127422 | 1FH4-XXXP-NNG | 12/26/2023 | 12/26/2023 | 36.98 | SJC Public Health | 255122.480 - MCH Grant - Prenatal De | |
| Amazon Capital Services | 127422 | 1JV7-137M-NPR | 12/26/2023 | 12/26/2023 | 50.00 | SJC Road Dept | 214414240 - Office Expense | |
| Amazon Capital Services | 127422 | 1KW3-D6TN-P49 | 12/26/2023 | 12/26/2023 | 139.95 | SJC Road Dept | 214412250 - Equipment Operation | |
| Amazon Capital Services | 127422 | 1XPN-3HXN-D4Y | 12/26/2023 | 12/26/2023 | 68.39 | SJC Road Dept | 214412250 - Equipment Operation | |
| | | | | | \$364.06 | | | |
| Amazon Capital Services | 127472 | 11JG-WYG3-MW | 12/31/2023 | 01/08/2024 | 42.45 | SJC Road Dept | 214412250 - Equipment Operation | |
| Amazon Capital Services | 127472 | 11R9-D9WT-1V4 | 12/31/2023 | 01/08/2024 | 17.45 | SJC Road Dept | 214412250 - Equipment Operation | |
| Amazon Capital Services | 127472 | 14LM-J14W-HLL | 12/31/2023 | 01/08/2024 | 27.99 | SJC Road Dept | 214412250 - Equipment Operation | |
| Amazon Capital Services | 127472 | 16PK-FTJJ-6Y7N | 12/31/2023 | 01/08/2024 | 14.68 | SJC Road Dept | 214412250 - Equipment Operation | |
| Amazon Capital Services | 127472 | 1HHN-4FH3-1R6 | 12/31/2023 | 01/08/2024 | 137.94 | SJC Road Dept | 214412250 - Equipment Operation | |
| Amazon Capital Services | 127472 | 1HRQ-YRJY-KKL | 12/31/2023 | 01/08/2024 | 333.88 | SJC Road Dept | 214412260 - Buildings and Grounds | |
| Amazon Capital Services | 127472 | 1M1C-DQL3-FV9 | 12/31/2023 | 01/08/2024 | 23.00 | SJC Road Dept | 214412250 - Equipment Operation | |
| Amazon Capital Services | 127472 | 1N69-QW3F-CPP | 12/31/2023 | 01/08/2024 | 89.99 | SJC Road Dept | 214412250 - Equipment Operation | |
| Amazon Capital Services | 127472 | 1PY9-3QX1-HMH | 12/31/2023 | 01/08/2024 | 97.49 | SJC Road Dept | 214412250 - Equipment Operation | |
| Amazon Capital Services | 127472 | 1Q3C-4TW3-HXL | 12/31/2023 | 01/08/2024 | 42.87 | SJC Public Health | 255007.240 - Indirect Admin Office exp | |
| Amazon Capital Services | 127472 | 1T3K-6RRX-4N1 | 12/31/2023 | 01/08/2024 | 31.00 | SJC Road Dept | 214412250 - Equipment Operation | |
| Amazon Capital Services | 127472 | 1X7H-JMKG-14C | 12/31/2023 | 01/08/2024 | 19.19 | SJC Road Dept | 214412250 - Equipment Operation | |
| | | | | | \$877.93 | | | |
| | | | | | \$1,241.99 | | | |
| Amerigas Propane LP | 127461 | 3158472978 | 12/31/2023 | 01/08/2024 | 49.56 | 200752247 | 104225270 - Utilities | |
| Amerigas Propane LP | 127461 | 3158472979 | 12/31/2023 | 01/08/2024 | 248.74 | 200752247 | 104225270 - Utilities | |
| Amerigas Propane LP | 127461 | 805855180 | 12/31/2023 | 01/08/2024 | 150.57 | 200787762 | 104225270 - Utilities | |
| | | | | | \$448.87 | | | |
| | | | | | \$448.87 | | | |
| Ancient Wayves River and Hiking Ad | 127473 | 1244 | 12/31/2023 | 01/08/2024 | 303.10 | SJC EC DEV | 104193480 - Special Department Suppl | |
| Ancient Wayves River and Hiking Ad | 127473 | 1245 | 12/31/2023 | 01/08/2024 | 101.03 | SJC EC DEV | 104193480 - Special Department Suppl | |
| Ancient Wayves River and Hiking Ad | 127473 | 1246 | 12/31/2023 | 01/08/2024 | 505.16 | SJC EC DEV | 104193480 - Special Department Suppl | |
| | | | | | \$909.29 | | | |
| | | | | | \$909.29 | | | |
| Basin Broadcasting KNDN | 127436 | 255-013 | 12/26/2023 | 12/26/2023 | 5,304.00 | SJC Elections | 104173220 - Public Notices | |
| | | | | | \$5,304.00 | | | |
| Black Mesa BBQ & Catering | 127430 | BMBBQ12212023 | 12/26/2023 | 12/26/2023 | 910.00 | SJC SAR Party | 104215620 - Miscellaneous Services | |
| | | | | | \$910.00 | | | |
| Blanding City | 127484 | 20240102082241 | 12/31/2023 | 01/08/2024 | 741.42 | 501683003 Blanding Senior Center | 104672270 - Utilities | |

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| <u>Payee Name</u> | <u>Reference Number</u> | <u>Invoice Number</u> | <u>Invoice Ledger Date</u> | <u>Payment Date</u> | <u>Amount</u> | <u>Description</u> | <u>Ledger Account</u> | <u>Activity Code</u> |
|--------------------------------|-------------------------|-----------------------|----------------------------|---------------------|-------------------|----------------------------|---------------------------------------|----------------------|
| Blanding City | 127484 | 20240102135455 | 12/31/2023 | 01/08/2024 | 146.67 | 551750001 - 1091 S MAIN ST | 214414270 - Utilities | |
| Blanding City | 127484 | 20240102135456 | 12/31/2023 | 01/08/2024 | 2,011.10 | 551750001 - 1049 S Main | 214414270 - Utilities | |
| | | | | | \$2,899.19 | | | |
| | | | | | \$2,899.19 | | | |
| Blue Mountain Foods | 127423 | 01-134019 | 12/26/2023 | 12/26/2023 | 14.54 | SJC Aging | 104677323 - Meals - Monticello | |
| Blue Mountain Foods | 127423 | 02-81752 | 12/26/2023 | 12/26/2023 | 8.19 | SJC Sheriff Dept | 104230312 - Medical Expenses | |
| Blue Mountain Foods | 127423 | 03-124465 | 12/26/2023 | 12/26/2023 | 27.87 | SJC Aging | 104677323 - Meals - Monticello | |
| Blue Mountain Foods | 127423 | 03-150279 | 12/26/2023 | 12/26/2023 | 307.04 | SJC Sheriff Dept | 104230480 - Kitchen Food | |
| Blue Mountain Foods | 127423 | 03-153043 | 12/26/2023 | 12/26/2023 | 18.55 | SJC Sheriff Dept | 104230480 - Kitchen Food | |
| | | | | | \$376.19 | | | |
| Blue Mountain Foods | 127450 | 01-171189 | 12/31/2023 | 01/08/2024 | 6.98 | SJC Aging | 104677323 - Meals - Monticello | |
| Blue Mountain Foods | 127450 | 01-171357 | 12/31/2023 | 01/08/2024 | 35.01 | SJC Sheriff Dept | 104230480 - Kitchen Food | |
| Blue Mountain Foods | 127450 | 01-171704 | 12/31/2023 | 01/08/2024 | 13.86 | SJC Aging | 104677323 - Meals - Monticello | |
| Blue Mountain Foods | 127450 | 01-171704 | 12/31/2023 | 01/08/2024 | 13.86 | SJC Aging | 104678323 - Meals - Monticello | |
| Blue Mountain Foods | 127450 | 01-172441 | 12/31/2023 | 01/08/2024 | 30.32 | SJC Sheriff Dept | 104230610 - Miscellaneous Supplies | |
| | | | | | \$100.03 | | | |
| | | | | | \$476.22 | | | |
| Bluff Water Works | 127413 | 10127 | 12/22/2023 | 12/26/2023 | 25.00 | Bluff Fire Sation | 104225270 - Utilities | |
| | | | | | \$25.00 | | | |
| Brantley Distributing LLC. | 127474 | 23215940 | 12/31/2023 | 01/08/2024 | 315.20 | SJC Road | 214412250 - Equipment Operation | |
| Brantley Distributing LLC. | 127474 | 23216000 | 12/31/2023 | 01/08/2024 | 691.15 | SJC Road | 214412250 - Equipment Operation | |
| | | | | | \$1,006.35 | | | |
| | | | | | \$1,006.35 | | | |
| Brown, Peter | 127431 | PB11272023 | 12/22/2023 | 12/26/2023 | 2,000.00 | Moving Expenses | 104142950 - Expense Reimbursement | |
| | | | | | \$2,000.00 | | | |
| Cal Dean Black-Custom Catering | 127420 | 2023-79 | 12/26/2023 | 12/26/2023 | 255.00 | SJC Public Health | 255012.620 - Local General Health Mis | |
| | | | | | \$255.00 | | | |
| Canyon Country Partnership | 127479 | SJC_Dues_2024 | 01/08/2024 | 01/08/2024 | 1,400.00 | Dues | 104150210 - Subscriptions and Membe | |
| | | | | | \$1,400.00 | | | |
| Carhart Feed & Seed Inc. | 127456 | S43656 | 01/08/2024 | 01/08/2024 | 182.25 | SJC Road | 214412250 - Equipment Operation | |
| | | | | | \$182.25 | | | |
| Cate Rental & Sales LLC | 127469 | Z38401 | 12/31/2023 | 01/08/2024 | 607.52 | SJC Road Dept | 214412250 - Equipment Operation | |
| | | | | | \$607.52 | | | |
| Cintas Corporation | 127459 | 4177952484 | 12/31/2023 | 01/08/2024 | 61.40 | SJC Road Dept | 102229000 - Other Deductions Payable | |
| Cintas Corporation | 127459 | 4177952484 | 12/31/2023 | 01/08/2024 | 73.38 | SJC Road Dept | 214414260 - Buildings and Grounds | |
| Cintas Corporation | 127459 | 4178630806 | 12/31/2023 | 01/08/2024 | 61.40 | SJC Road Dept | 102229000 - Other Deductions Payable | |
| Cintas Corporation | 127459 | 4178630806 | 12/31/2023 | 01/08/2024 | 73.38 | SJC Road Dept | 214414260 - Buildings and Grounds | |
| | | | | | \$269.56 | | | |
| | | | | | \$269.56 | | | |
| CPI Foods Inc | 127432 | 1226239 | 12/22/2023 | 12/26/2023 | 915.11 | SJC Aging | 104679610 - Miscellaneous Supplies | |
| CPI Foods Inc | 127432 | 1226239 | 12/22/2023 | 12/26/2023 | 1,328.11 | SJC Aging | 104680610 - Miscellaneous Supplies | |
| | | | | | \$2,243.22 | | | |
| | | | | | \$2,243.22 | | | |

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|-----------------------------------|-------------------------|-----------------------|----------------------------|---------------------|--------------------|---------------------------------|--|----------------------|
| Creswell, Lyn | 127491 | LC11222023 | 12/31/2023 | 01/08/2024 | 5,953.98 | Towers' Permitted Use | 104126617 - Administrative Law Judge | |
| | | | | | \$5,953.98 | | | |
| D.W.R. Help Stop Poaching | 127424 | HSP12222023 | 12/22/2023 | 12/26/2023 | 444.45 | Restitution Case # 221100173 | 103511000 - Justice Court Fines | |
| | | | | | \$444.45 | | | |
| Dept of Health and Human Services | 127416 | 24FN000113 | 12/26/2023 | 12/26/2023 | 80.50 | AR DEPT: BPRO 270:270FO | 255013.980 - Vital Statistics Intergover | |
| | | | | | \$80.50 | | | |
| Dominion Energy | 127497 | 20240102082014 | 12/31/2023 | 01/08/2024 | 391.71 | 4922180000 835 E Central Office | 104225270 - Utilities | |
| Dominion Energy | 127497 | 20240102082020 | 12/31/2023 | 01/08/2024 | 1,956.30 | 6063860000 Central Rd | 104255270 - Utilities | |
| Dominion Energy | 127497 | 20240104130204 | 12/31/2023 | 01/08/2024 | 402.22 | 3153860000 264 S 100 E | 104165270 - Utilities | |
| Dominion Energy | 127497 | 20240104130204 | 12/31/2023 | 01/08/2024 | 109.72 | 7624767442 881 E Center | 104225270 - Utilities | |
| Dominion Energy | 127497 | 20240104130204 | 12/31/2023 | 01/08/2024 | 3,381.97 | 6353860000 297 S Main | 104166270 - Utilities | |
| Dominion Energy | 127497 | 20240104130204 | 12/31/2023 | 01/08/2024 | 635.44 | 0922180000 835 E Central Fair | 104620270 - Utilities | |
| Dominion Energy | 127497 | 20240104130204 | 12/31/2023 | 01/08/2024 | 4,922.06 | 6843860000 117 S Main | 104161270 - Utilities | |
| Dominion Energy | 127497 | 20240104130204 | 12/31/2023 | 01/08/2024 | 1,047.98 | 7643860000 80 N Main St | 724167270 - Utilities | |
| Dominion Energy | 127497 | 20240104130204 | 12/31/2023 | 01/08/2024 | 443.90 | 2922180000 835 E Central Book | 104161270 - Utilities | |
| Dominion Energy | 127497 | 20240104130204 | 12/31/2023 | 01/08/2024 | 540.83 | 8743860000 96 W 100 S | 264350270 - Utilities | |
| | | | | | \$13,832.13 | | | |
| | | | | | \$13,832.13 | | | |
| Emery Telcom | 127482 | 20240102082004 | 12/31/2023 | 01/08/2024 | 426.86 | 3514200 SJC Blanding Seniors | 104672270 - Utilities | |
| Emery Telcom | 127482 | 2278SZ10001.05 | 01/08/2024 | 01/08/2024 | 2,041.08 | 2278.S.100 | 104574615 - Contracts | |
| | | | | | \$2,467.94 | | | |
| | | | | | \$2,467.94 | | | |
| Empire Electric Assoc. Inc. | 127486 | 20240104130204 | 12/31/2023 | 01/08/2024 | 3,649.66 | 9579024 - 297 S Main | 104166270 - Utilities | |
| | | | | | \$3,649.66 | | | |
| Fastenal Company | 127449 | COBAY77832 | 01/08/2024 | 01/08/2024 | 94.64 | SJC Road | 214412250 - Equipment Operation | |
| | | | | | \$94.64 | | | |
| Four Corners Welding & Gas | 127463 | CC386361 | 12/31/2023 | 01/08/2024 | 213.10 | SJC Road Dept | 214412250 - Equipment Operation | |
| Four Corners Welding & Gas | 127463 | CC386533 | 12/31/2023 | 01/08/2024 | 118.84 | SJC Road Dept | 214412250 - Equipment Operation | |
| Four Corners Welding & Gas | 127463 | GR00183289 | 12/31/2023 | 01/08/2024 | 37.00 | SJC Landfill | 574424610 - Miscellaneous Supplies | |
| Four Corners Welding & Gas | 127463 | GR00183290 | 12/31/2023 | 01/08/2024 | 105.00 | SJC Road Dept | 214412250 - Equipment Operation | |
| | | | | | \$473.94 | | | |
| | | | | | \$473.94 | | | |
| Four States Tire & Service | 127468 | 380698 | 12/31/2023 | 01/08/2024 | -387.21 | SJC Road | 214412250 - Equipment Operation | |
| Four States Tire & Service | 127468 | 381855 | 12/31/2023 | 01/08/2024 | 898.44 | SJC Road | 214412250 - Equipment Operation | |
| Four States Tire & Service | 127468 | 381903 | 12/31/2023 | 01/08/2024 | 80.00 | SJC Road | 214412250 - Equipment Operation | |
| | | | | | \$591.23 | | | |
| | | | | | \$591.23 | | | |
| Frontier | 127475 | 20240102082313 | 12/31/2023 | 01/08/2024 | 191.39 | 435-587-2797-030304-8 | 104225280 - Telephone | |
| Frontier | 127475 | 20240102082349 | 12/31/2023 | 01/08/2024 | 554.24 | 435-727-3440-062308-8 | 104225280 - Telephone | |
| Frontier | 127475 | 20240102082356 | 12/31/2023 | 01/08/2024 | 430.40 | 435-651-3351-082400-8 | 104225280 - Telephone | |
| | | | | | \$1,176.03 | | | |
| | | | | | \$1,176.03 | | | |
| Gouldings Campground | 127452 | GC12282023 | 12/31/2023 | 01/08/2024 | 164.60 | SJC Visitor Services | 104193480 - Special Department Suppl | |
| | | | | | \$164.60 | | | |

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|--------------------------------|-------------------------|-----------------------|----------------------------|---------------------|--------------------|----------------------------|---------------------------------------|----------------------|
| Grainger | 127425 | 847145778 | 12/22/2023 | 12/26/2023 | 463.88 | SJC Admin Building | 104166260 - Buildings and Grounds | |
| | | | | | \$463.88 | | | |
| Holland Equipment Company | 127502 | 28302 | 12/31/2023 | 01/08/2024 | 34,978.00 | SJC Road Dept | 214412740 - Equipment Purchases | |
| | | | | | \$34,978.00 | | | |
| Hondaland Corp. | 127500 | 20231229080655 | 12/31/2023 | 01/08/2024 | 23,748.09 | SJC Road Dept | 214414740 - Equipment Purchases | |
| | | | | | \$23,748.09 | | | |
| ImageNet Consulting LLC | 127444 | INV780901 | 12/31/2023 | 01/08/2024 | 41.46 | SJC Road Dept | 214414240 - Office Expense | |
| | | | | | \$41.46 | | | |
| Indigent Defense Trust Funds | 127490 | IDTF10062023 | 01/02/2024 | 01/08/2024 | 5,815.00 | San Juan County Assessment | 104150210 - Subscriptions and Membe | |
| | | | | | \$5,815.00 | | | |
| IRS - EFTPS | EFT | PR122423-575 | 12/19/2023 | 12/26/2023 | 239.14 | Medicare Tax | 102221000 - FICA Payable | |
| IRS - EFTPS | EFT | PR122423-575 | 12/19/2023 | 12/26/2023 | 385.72 | Federal Income Tax | 102222000 - Federal Tax W/H Payable | |
| IRS - EFTPS | EFT | PR122423-575 | 12/19/2023 | 12/26/2023 | 1,022.48 | Social Security Tax | 102221000 - FICA Payable | |
| | | | | | \$1,647.34 | | | |
| | | | | | \$1,647.34 | | | |
| Jackson Group Peterbilt | 127440 | 238218GJ | 12/22/2023 | 01/08/2024 | 55.99 | SJC Road Dept | 214412250 - Equipment Operation | |
| | | | | | \$55.99 | | | |
| Jones & Demille Engineering | 127426 | 133015 | 12/22/2023 | 12/26/2023 | 473.75 | 2204-024.00 | 104193920 - Grants | |
| | | | | | \$473.75 | | | |
| JUB Engineers, Inc | 127488 | 168753 | 12/31/2023 | 01/08/2024 | 4,800.00 | LaSal Water Study | 104850615 - Contracts | |
| | | | | | \$4,800.00 | | | |
| K&H Integrated Print Solutions | 127429 | 65322 | 12/22/2023 | 12/26/2023 | 733.11 | SJC Elections | 104173241 - Postage | |
| | | | | | \$733.11 | | | |
| Kenworth Sales Company | 127476 | 5P10393 | 12/31/2023 | 01/08/2024 | 648.32 | SJC Road | 214412250 - Equipment Operation | |
| Kenworth Sales Company | 127476 | 5P10578 | 01/05/2024 | 01/08/2024 | 574.16 | SJC Road | 214412250 - Equipment Operation | |
| | | | | | \$1,222.48 | | | |
| | | | | | \$1,222.48 | | | |
| Kimball Midwest | 127455 | 101741690 | 12/31/2023 | 01/08/2024 | 180.08 | SJC Road | 214412250 - Equipment Operation | |
| | | | | | \$180.08 | | | |
| KTNN Radio | 127415 | CC-1231128788 | 12/26/2023 | 12/26/2023 | 59.36 | SJC Elections | 104173310 - Professional and Technica | |
| | | | | | \$59.36 | | | |
| Kunz PC | 127494 | 83 | 01/05/2024 | 01/08/2024 | 9,073.00 | SJC Attorney | 104156310 - Professional and Technica | |
| | | | | | \$9,073.00 | | | |
| Lacy, Lehi | 127458 | LL12182023 | 12/31/2023 | 01/08/2024 | 233.66 | Travel Reimbursement | 104210230 - Travel Expense | |
| | | | | | \$233.66 | | | |
| Larry H. Miller | 127451 | CHGW2143362W | 12/31/2023 | 01/08/2024 | 130.50 | SJC Road Dept | 214412250 - Equipment Operation | |
| | | | | | \$130.50 | | | |

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| <u>Payee Name</u> | <u>Reference Number</u> | <u>Invoice Number</u> | <u>Invoice Ledger Date</u> | <u>Payment Date</u> | <u>Amount</u> | <u>Description</u> | <u>Ledger Account</u> | <u>Activity Code</u> |
|--------------------------------|-------------------------|-----------------------|----------------------------|---------------------|--------------------|--------------------------------|---------------------------------------|----------------------|
| Life-Assist Inc. | 127433 | 1377360 | 12/22/2023 | 12/26/2023 | 2,217.73 | SJC Emergency Svc. | 264350610 - Miscellaneous Supplies | |
| Life-Assist Inc. | 127433 | 1384104 | 12/22/2023 | 12/26/2023 | 1,049.68 | SJC Emergency Svc. | 264350610 - Miscellaneous Supplies | |
| | | | | | <u>\$3,267.41</u> | | | |
| | | | | | \$3,267.41 | | | |
| McNeely, Jerry | 127480 | JM01012024 | 01/05/2024 | 01/08/2024 | 1,500.00 | Jerry McNeely | 104112310 - Professional and Technica | |
| | | | | | <u>\$1,500.00</u> | | | |
| | | | | | \$1,500.00 | | | |
| Mexican Hat Special Serv Dist. | 127412 | 1223-24 | 12/26/2023 | 12/26/2023 | 8.60 | Mexican Hat Special Serv Dist | 104225270 - Utilities | |
| Mexican Hat Special Serv Dist. | 127466 | MHSSD01012024 | 01/05/2024 | 01/08/2024 | 500.00 | Monthly USDA Loan Payment Cont | 104850915 - Transfers to Other Units | |
| | | | | | <u>\$508.60</u> | | | |
| | | | | | \$508.60 | | | |
| Meyer, Rick | 127454 | RM01022024 | 12/31/2023 | 01/08/2024 | 30.00 | Expense Voucher | 104146210 - Subscriptions and Membe | |
| Meyer, Rick | 127454 | RM01022024 | 12/31/2023 | 01/08/2024 | 139.00 | Expense Voucher | 104146310 - Professional and Technica | |
| | | | | | <u>\$169.00</u> | | | |
| | | | | | \$169.00 | | | |
| Mon Ami | 127496 | 1430 | 01/05/2024 | 01/08/2024 | 2,600.00 | SJC Aging | 104676615 - Contracts | |
| Mon Ami | 127496 | 1430 | 01/05/2024 | 01/08/2024 | 2,600.00 | SJC Aging | 104677615 - Contracts | |
| Mon Ami | 127496 | 1430 | 01/05/2024 | 01/08/2024 | 2,600.00 | SJC Aging | 104678615 - Contracts | |
| Mon Ami | 127496 | 1430 | 01/05/2024 | 01/08/2024 | 2,600.00 | SJC Aging | 104679615 - Contracts | |
| Mon Ami | 127496 | 1430 | 01/05/2024 | 01/08/2024 | 2,600.00 | SJC Aging | 104684615 - Contracts | |
| | | | | | <u>\$13,000.00</u> | | | |
| | | | | | \$13,000.00 | | | |
| Monticello Mercantile | 127445 | C305239 | 12/31/2023 | 01/08/2024 | 48.97 | SJC Road | 214412250 - Equipment Operation | |
| Monticello Mercantile | 127445 | C305293 | 12/31/2023 | 01/08/2024 | 4.49 | SJC Road | 214412250 - Equipment Operation | |
| | | | | | <u>\$53.46</u> | | | |
| | | | | | \$53.46 | | | |
| Motor Parts Company | 127421 | 853070 | 12/22/2023 | 12/26/2023 | 19.04 | SJC Landfill | 574424250 - Equipment Operation | |
| Motor Parts Company | 127421 | 853887 | 12/22/2023 | 12/26/2023 | 86.28 | SJC Landfill | 574424250 - Equipment Operation | |
| Motor Parts Company | 127421 | 853938 | 12/22/2023 | 12/26/2023 | 186.47 | SJC Landfill | 574424250 - Equipment Operation | |
| | | | | | <u>\$291.79</u> | | | |
| | | | | | \$291.79 | | | |
| Motor Parts Company | 127485 | 562412 | 12/31/2023 | 01/08/2024 | 23.24 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562435 | 12/31/2023 | 01/08/2024 | 144.54 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562449 | 12/31/2023 | 01/08/2024 | 56.21 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562459 | 12/31/2023 | 01/08/2024 | 48.27 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562496 | 12/31/2023 | 01/08/2024 | 172.71 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562518 | 12/31/2023 | 01/08/2024 | 751.16 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562536 | 12/31/2023 | 01/08/2024 | 15.80 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562632 | 12/31/2023 | 01/08/2024 | 178.87 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562634 | 12/31/2023 | 01/08/2024 | 21.30 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562650 | 12/31/2023 | 01/08/2024 | -108.00 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562681 | 12/31/2023 | 01/08/2024 | 48.27 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562713 | 12/31/2023 | 01/08/2024 | 169.06 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 562766 | 12/31/2023 | 01/08/2024 | 172.71 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 563027 | 12/31/2023 | 01/08/2024 | 70.99 | SJC Sheriff | 104210610 - Miscellaneous Supplies | |
| Motor Parts Company | 127485 | 853132 | 12/31/2023 | 01/08/2024 | 420.40 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 853322 | 12/31/2023 | 01/08/2024 | 30.98 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 853601 | 12/31/2023 | 01/08/2024 | 38.68 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 853612 | 12/31/2023 | 01/08/2024 | 397.50 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 853787 | 12/31/2023 | 01/08/2024 | 3.29 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 853857 | 12/31/2023 | 01/08/2024 | 19.54 | SJC Road Dept | 214412250 - Equipment Operation | |

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| <u>Payee Name</u> | <u>Reference Number</u> | <u>Invoice Number</u> | <u>Invoice Ledger Date</u> | <u>Payment Date</u> | <u>Amount</u> | <u>Description</u> | <u>Ledger Account</u> | <u>Activity Code</u> |
|------------------------------|-------------------------|-----------------------|----------------------------|---------------------|---------------------|------------------------|---------------------------------------|----------------------|
| Motor Parts Company | 127485 | 853875 | 12/31/2023 | 01/08/2024 | 122.36 | SJC Road Dept | 214412250 - Equipment Operation | |
| Motor Parts Company | 127485 | 854614 | 01/05/2024 | 01/08/2024 | 850.67 | SJC Road Dept | 214412250 - Equipment Operation | |
| | | | | | \$3,648.55 | | | |
| | | | | | \$3,940.34 | | | |
| Mountainland Supply Co | 127442 | S105878914.001 | 12/31/2023 | 01/08/2024 | 22.66 | SJC Maintenance | 104161260 - Buildings and Grounds | |
| | | | | | \$22.66 | | | |
| MSFS of Utah | 127464 | 20240102082155 | 12/31/2023 | 01/08/2024 | 495.00 | SJC Aging | 104682615 - Contracts | |
| | | | | | \$495.00 | | | |
| Navajo Times Publishing Co. | 127483 | D23-747 | 12/31/2023 | 01/08/2024 | 2,645.76 | Public Notifications | 104173310 - Professional and Technica | |
| | | | | | \$2,645.76 | | | |
| Nicholas & Company | 127434 | 8591167 | 12/22/2023 | 12/26/2023 | 3,974.89 | SJC Sheriff | 104230480 - Kitchen Food | |
| Nicholas & Company | 127489 | 8599675 | 12/31/2023 | 01/08/2024 | 1,731.69 | SJC Sheriff | 104230480 - Kitchen Food | |
| Nicholas & Company | 127489 | 8599676 | 12/31/2023 | 01/08/2024 | 461.23 | SJC Aging | 104678323 - Meals - Monticello | |
| Nicholas & Company | 127489 | 8599676 | 12/31/2023 | 01/08/2024 | 461.24 | SJC Aging | 104677323 - Meals - Monticello | |
| Nicholas & Company | 127489 | 8606323 | 01/05/2024 | 01/08/2024 | 2,563.07 | SJC Sheriff | 104230480 - Kitchen Food | |
| | | | | | \$5,217.23 | | | |
| | | | | | \$9,192.12 | | | |
| ODP Business Solutions LLC | 127447 | 341792493001 | 12/31/2023 | 01/08/2024 | 21.23 | 47849426 | 104146240 - Office Expense | |
| ODP Business Solutions LLC | 127447 | 342724579001 | 12/31/2023 | 01/08/2024 | 47.80 | 47849426 | 104146240 - Office Expense | |
| | | | | | \$69.03 | | | |
| | | | | | \$69.03 | | | |
| Package Runner Logistics LLC | 127414 | 27007 | 12/22/2023 | 12/26/2023 | 35.70 | San Juan Public Health | 255282.240 - EED - Vulnerable Outrea | |
| | | | | | \$35.70 | | | |
| Packard Wholesale Co. | 127418 | INV223176 | 12/22/2023 | 12/26/2023 | 181.56 | SJC Court House | 724167260 - Buildings and Grounds | |
| Packard Wholesale Co. | 127460 | INV223446 | 12/31/2023 | 01/08/2024 | 42.81 | SJC Sheriff's Office | 104230480 - Kitchen Food | |
| Packard Wholesale Co. | 127460 | INV223447 | 12/31/2023 | 01/08/2024 | 56.57 | SJC Aging | 104677323 - Meals - Monticello | |
| Packard Wholesale Co. | 127460 | INV223447 | 12/31/2023 | 01/08/2024 | 56.57 | SJC Aging | 104678323 - Meals - Monticello | |
| Packard Wholesale Co. | 127460 | INV223448 | 12/31/2023 | 01/08/2024 | 96.80 | SJC Sheriff's Office | 104230350 - State Prisoner Expenses | |
| Packard Wholesale Co. | 127460 | RET105141 | 12/31/2023 | 01/08/2024 | 171.62 | SJC Sheriff's Office | 104230350 - State Prisoner Expenses | |
| Packard Wholesale Co. | 127460 | RET105696 | 12/31/2023 | 01/08/2024 | -46.50 | SJC Sheriff's Office | 104230350 - State Prisoner Expenses | |
| | | | | | \$377.87 | | | |
| | | | | | \$559.43 | | | |
| Page, Justin | 127465 | JP01022024 | 01/02/2024 | 01/08/2024 | 500.00 | Expense Voucher | 214412250 - Equipment Operation | |
| | | | | | \$500.00 | | | |
| PEHP | 127439 | 235724 | 12/22/2023 | 12/26/2023 | 208,355.02 | Health Insurance | 102226000 - Health Insurance | |
| | | | | | \$208,355.02 | | | |
| Points Consulting | 127435 | INV-0354 | 12/22/2023 | 12/26/2023 | 4,796.00 | SJC Econ Dev | 104192920 - Grants | |
| | | | | | \$4,796.00 | | | |
| Redd's Ace Hardware | 127419 | 887465 | 12/22/2023 | 12/26/2023 | 27.58 | SJC Ambulance | 264350610 - Miscellaneous Supplies | |
| Redd's Ace Hardware | 127419 | 888300 | 12/22/2023 | 12/26/2023 | 41.99 | SJC Ambulance | 264350260 - Buildings and Grounds | |
| Redd's Ace Hardware | 127419 | 888594 | 12/22/2023 | 12/26/2023 | 27.94 | SJC Ambulance | 264350260 - Buildings and Grounds | |
| Redd's Ace Hardware | 127419 | 888595 | 12/22/2023 | 12/26/2023 | 8.99 | SJC Ambulance | 264350260 - Buildings and Grounds | |

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|-------------------------------------|-------------------------|-----------------------|----------------------------|---------------------|--------------------|---------------------------------|--|----------------------|
| Redd's Ace Hardware | 127419 | 888846 | 12/22/2023 | 12/26/2023 | 55.90 | SJC Ambulance | 264350610 - Miscellaneous Supplies | |
| Redd's Ace Hardware | 127419 | 889122 | 12/22/2023 | 12/26/2023 | 9.18 | SJC Landfill | 574424250 - Equipment Operation | |
| Redd's Ace Hardware | 127419 | 889269 | 12/22/2023 | 12/26/2023 | 15.99 | SJC Maintenance | 104161260 - Buildings and Grounds | |
| | | | | | <u>\$187.57</u> | | | |
| Redd's Ace Hardware | 127471 | 889701 | 01/05/2024 | 01/08/2024 | 14.31 | SJC Road | 214412250 - Equipment Operation | |
| Redd's Ace Hardware | 127471 | D11641 | 12/31/2023 | 01/08/2024 | 803.45 | SJC Fire | 104220615 - Contracts | |
| | | | | | <u>\$817.76</u> | | | |
| | | | | | \$1,005.33 | | | |
| Rocky Mountain Power | 127457 | 20240104113123 | 12/31/2023 | 01/08/2024 | 147.09 | 59271696-0048 SJC Road | 104225270 - Utilities | |
| Rocky Mountain Power | 127457 | 20240104142938 | 12/31/2023 | 01/08/2024 | 38.77 | 59405396-0029 SJC Road | 214414270 - Utilities | |
| | | | | | <u>\$185.86</u> | | | |
| | | | | | \$185.86 | | | |
| Rose, Evan | 127446 | ER01022024 | 01/02/2024 | 01/08/2024 | 61.00 | CDL License Renewal | 214414620 - Miscellaneous Services | |
| | | | | | <u>\$61.00</u> | | | |
| Roughrock Aviation LLC | 127492 | RA01012024 | 01/05/2024 | 01/08/2024 | 6,500.00 | Roughrock Aviation | 105430615 - Contracts | |
| | | | | | <u>\$6,500.00</u> | | | |
| San Juan Clinic | 127417 | 9236517 | 12/22/2023 | 12/26/2023 | 36.99 | 114276 | 104230310 - Professional and Technica | |
| San Juan Clinic | 127417 | 9238036 | 12/22/2023 | 12/26/2023 | 116.11 | 127278 Salvador Razo-Godinez | 104230312 - Medical Expenses | |
| | | | | | <u>\$153.10</u> | | | |
| San Juan Clinic | 127448 | 9234533 | 01/05/2024 | 01/08/2024 | 72.00 | Clint Bradford 90577 | 214414620 - Miscellaneous Services | |
| | | | | | <u>\$225.10</u> | | | |
| San Juan Hospital | 127437 | 9226092 | 12/22/2023 | 12/26/2023 | 12,360.18 | 124103 Marquez Manuel Smith | 104230312 - Medical Expenses | |
| San Juan Hospital | 127441 | 28527, 28655 | 12/31/2023 | 01/08/2024 | 18.36 | SJC jail | 104230312 - Medical Expenses | |
| | | | | | <u>\$12,378.54</u> | | | |
| Sitterud Law | 127498 | SL01012024 | 01/05/2024 | 01/08/2024 | 14,500.00 | Public Defender | 104126310 - Professional and Technica | |
| | | | | | <u>\$14,500.00</u> | | | |
| SJR Media | 127477 | 163876a | 12/31/2023 | 01/08/2024 | 30.00 | SJC Road Dept | 214414210 - Subscriptions and Membe | |
| SJR Media | 127477 | SJCLERK1223 | 12/31/2023 | 01/08/2024 | 1,278.00 | SJC Clerk | 104173310 - Professional and Technica | |
| SJR Media | 127477 | SJR_PublicHealth | 12/31/2023 | 01/08/2024 | 30.00 | SJC Public Health | 255007.210 - Indirect Admin Subscripti | |
| | | | | | <u>\$1,338.00</u> | | | |
| | | | | | \$1,338.00 | | | |
| Sorenson Advertising, dba Relic Age | 127495 | 209527 | 12/31/2023 | 01/08/2024 | 9,725.00 | SJC Economic Dev | 104193490 - Advertising and Promotion | |
| | | | | | <u>\$9,725.00</u> | | | |
| Sysco Intermountain Food Svc. | 127462 | 585450474 | 12/31/2023 | 01/08/2024 | 336.68 | SJC Jail | 104230480 - Kitchen Food | |
| Sysco Intermountain Food Svc. | 127462 | 585465601 | 01/05/2024 | 01/08/2024 | 116.89 | SJC Jail | 104230480 - Kitchen Food | |
| | | | | | <u>\$453.57</u> | | | |
| | | | | | \$453.57 | | | |
| Three-B Repair | 127481 | SJCC01042024 | 12/31/2023 | 01/08/2024 | 2,356.45 | SJC Communications | 104574615 - Contracts | |
| | | | | | <u>\$2,356.45</u> | | | |
| U.S. Bank Corporate Payment | 127438 | CC121120203JB | 12/26/2023 | 12/26/2023 | 190.00 | 4246-0470-0118-9890 - Jay Begay | 104210480 - Special Department Suppl | |
| U.S. Bank Corporate Payment | 127438 | CC121120203JB | 12/26/2023 | 12/26/2023 | 1,429.46 | 4246-0470-0118-9890 - Jay Begay | 104211740 - Equipment Purchases | |

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|-----------------------------|------------------|----------------|---------------------|--------------|----------|---|---------------------------------------|---------------|
| U.S. Bank Corporate Payment | 127438 | CC121120203JB | 12/26/2023 | 12/26/2023 | 2,966.30 | 4246-0470-0118-9890 - Jay Begay | 104211610 - Miscellaneous Supplies | |
| U.S. Bank Corporate Payment | 127438 | CC12112023AF | 12/26/2023 | 12/26/2023 | 213.57 | 4246-0470-0071-7485 Alan Freestone | 104215620 - Miscellaneous Services | |
| U.S. Bank Corporate Payment | 127438 | CC12112023AF | 12/26/2023 | 12/26/2023 | 542.25 | 4246-0470-0071-7485 Alan Freestone | 104210480 - Special Department Suppl | |
| U.S. Bank Corporate Payment | 127438 | CC12112023AYS | 12/26/2023 | 12/26/2023 | 59.53 | 4246-0470-0107-1528 Allison Yamamoto-Sparks | 104193240 - Office Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023AYS | 12/26/2023 | 12/26/2023 | 265.88 | 4246-0470-0107-1528 Allison Yamamoto-Sparks | 104193210 - Subscriptions and Membe | |
| U.S. Bank Corporate Payment | 127438 | CC12112023AYS | 12/26/2023 | 12/26/2023 | 4,610.92 | 4246-0470-0107-1528 Allison Yamamoto-Sparks | 104193490 - Advertising and Promotion | |
| U.S. Bank Corporate Payment | 127438 | CC12112023BB | 12/26/2023 | 12/26/2023 | 8.99 | 4246-0470-0087-8873 Bruce Bushore | 104151280 - Telephone | |
| U.S. Bank Corporate Payment | 127438 | CC12112023BB | 12/26/2023 | 12/26/2023 | 19.95 | 4246-0470-0087-8873 Bruce Bushore | 104151210 - Subscriptions and Membe | |
| U.S. Bank Corporate Payment | 127438 | CC12112023BB | 12/26/2023 | 12/26/2023 | 21.34 | 4246-0470-0087-8873 Bruce Bushore | 104151240 - Office Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023BB | 12/26/2023 | 12/26/2023 | 120.00 | 4246-0470-0087-8873 Bruce Bushore | 105430280 - Telephone | |
| U.S. Bank Corporate Payment | 127438 | CC12112023BI | 12/26/2023 | 12/26/2023 | 24.10 | 4246-0446-6397-8298 Brittney Ivins | 104145240 - Office Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023BrB | 12/26/2023 | 12/26/2023 | 140.00 | 4246-0446-7008-8362 Brad Bunker | 104147210 - Subscriptions and Membe | |
| U.S. Bank Corporate Payment | 127438 | CC12112023CB | 12/26/2023 | 12/26/2023 | 95.98 | 4246-0446-7008-8388 Crystal Brake | 104134480 - Special Department Suppl | |
| U.S. Bank Corporate Payment | 127438 | CC12112023CB | 12/26/2023 | 12/26/2023 | 401.58 | 4246-0446-7008-8388 Crystal Brake | 104134230 - Travel Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023CH | 12/26/2023 | 12/26/2023 | 454.89 | 4246-0446-5323-3506 Cindi Holyoak | 104144230 - Travel Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023DM | 12/26/2023 | 12/26/2023 | 6.00 | 4246-0446-7010-6222 Debra McKee | 103825000 - Sponsorships | |
| U.S. Bank Corporate Payment | 127438 | CC12112023EG | 12/26/2023 | 12/26/2023 | 80.00 | 4246-0470-0139-5331 Elaine Gizler | 104192240 - Office Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023EG | 12/26/2023 | 12/26/2023 | 193.44 | 4246-0470-0139-5331 Elaine Gizler | 104193210 - Subscriptions and Membe | |
| U.S. Bank Corporate Payment | 127438 | CC12112023EG | 12/26/2023 | 12/26/2023 | 4,092.93 | 4246-0470-0139-5331 Elaine Gizler | 104192210 - Subscriptions and Membe | |
| U.S. Bank Corporate Payment | 127438 | CC12112023JP | 12/26/2023 | 12/26/2023 | 158.92 | 4246-0446-7015-5641 Jackie Palmer | 214414330 - Employee Education | |
| U.S. Bank Corporate Payment | 127438 | CC12112023JP | 12/26/2023 | 12/26/2023 | 176.80 | 4246-0446-7015-5641 Jackie Palmer | 214414480 - Special Department Suppl | |
| U.S. Bank Corporate Payment | 127438 | CC12112023JT | 12/26/2023 | 12/26/2023 | 18.12 | 4246-0446-6210-7352 Jed Tate | 574424251 - Gas, Oil and Grease | |
| U.S. Bank Corporate Payment | 127438 | CC12112023JT | 12/26/2023 | 12/26/2023 | 151.22 | 4246-0446-6210-7352 Jed Tate | 574424240 - Office Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023LD | 12/26/2023 | 12/26/2023 | 0.98 | 4246-0446-5595-5692 LYMAN DUNCAN | 104173330 - Employee Education | |
| U.S. Bank Corporate Payment | 127438 | CC12112023LD | 12/26/2023 | 12/26/2023 | 10.54 | 4246-0446-5595-5692 LYMAN DUNCAN | 104173330 - Employee Education | |
| U.S. Bank Corporate Payment | 127438 | CC12112023LD | 12/26/2023 | 12/26/2023 | 21.21 | 4246-0446-5595-5692 LYMAN DUNCAN | 104173251 - Gas, Oil and Grease | |
| U.S. Bank Corporate Payment | 127438 | CC12112023LD | 12/26/2023 | 12/26/2023 | 28.75 | 4246-0446-5595-5692 LYMAN DUNCAN | 104173241 - Postage | |
| U.S. Bank Corporate Payment | 127438 | CC12112023LD | 12/26/2023 | 12/26/2023 | 58.04 | 4246-0446-5595-5692 LYMAN DUNCAN | 104173330 - Employee Education | |
| U.S. Bank Corporate Payment | 127438 | CC12112023LD | 12/26/2023 | 12/26/2023 | 59.25 | 4246-0446-5595-5692 LYMAN DUNCAN | 104173240 - Office Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MM | 12/26/2023 | 12/26/2023 | 30.39 | 4246-0470-0152-5705 Mack McDonald | 724581240 - Office Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MM | 12/26/2023 | 12/26/2023 | 66.77 | 4246-0470-0152-5705 Mack McDonald | 104111610 - Miscellaneous Supplies | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MM | 12/26/2023 | 12/26/2023 | 133.93 | 4246-0470-0152-5705 Mack McDonald | 104575620 - Miscellaneous Services | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MM | 12/26/2023 | 12/26/2023 | 256.07 | 4246-0470-0152-5705 Mack McDonald | 104151210 - Subscriptions and Membe | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MM | 12/26/2023 | 12/26/2023 | 281.43 | 4246-0470-0152-5705 Mack McDonald | 104111230 - Travel Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MM | 12/26/2023 | 12/26/2023 | 289.80 | 4246-0470-0152-5705 Mack McDonald | 104113230 - Travel Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MM | 12/26/2023 | 12/26/2023 | 297.26 | 4246-0470-0152-5705 Mack McDonald | 104111230 - Travel Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MM | 12/26/2023 | 12/26/2023 | 400.93 | 4246-0470-0152-5705 Mack McDonald | 104134620 - Miscellaneous Services | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MM | 12/26/2023 | 12/26/2023 | 893.98 | 4246-0470-0152-5705 Mack McDonald | 104151280 - Telephone | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MM | 12/26/2023 | 12/26/2023 | 1,299.00 | 4246-0470-0152-5705 Mack McDonald | 104150210 - Subscriptions and Membe | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MM | 12/26/2023 | 12/26/2023 | 1,345.95 | 4246-0470-0152-5705 Mack McDonald | 104150620 - Miscellaneous Services | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MR | 12/26/2023 | 12/26/2023 | 55.31 | 4246-0470-0113-7634 Mikaela Ramsay | 724581250 - Computer Maintenance/S | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MR | 12/26/2023 | 12/26/2023 | 68.58 | 4246-0470-0113-7634 Mikaela Ramsay | 724581920 - Grant Expenses | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MR | 12/26/2023 | 12/26/2023 | 182.42 | 4246-0470-0113-7634 Mikaela Ramsay | 724581620 - Special Programs | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MR | 12/26/2023 | 12/26/2023 | 284.97 | 4246-0470-0113-7634 Mikaela Ramsay | 724581330 - Employee Education | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MR | 12/26/2023 | 12/26/2023 | 503.99 | 4246-0470-0113-7634 Mikaela Ramsay | 724581240 - Office Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MR | 12/26/2023 | 12/26/2023 | 787.43 | 4246-0470-0113-7634 Mikaela Ramsay | 724581480 - Collection Development | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MS | 12/26/2023 | 12/26/2023 | 11.89 | 4246-0400-1740-8495 Marsha Shumway | 104230312 - Medical Expenses | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MS | 12/26/2023 | 12/26/2023 | 71.98 | 4246-0400-1740-8495 Marsha Shumway | 104668620 - Miscellaneous Services | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MS | 12/26/2023 | 12/26/2023 | 191.27 | 4246-0400-1740-8495 Marsha Shumway | 104230610 - Miscellaneous Supplies | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MS | 12/26/2023 | 12/26/2023 | 483.61 | 4246-0400-1740-8495 Marsha Shumway | 104210210 - Subscriptions and Membe | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MS | 12/26/2023 | 12/26/2023 | 571.71 | 4246-0400-1740-8495 Marsha Shumway | 104210230 - Travel Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023MS | 12/26/2023 | 12/26/2023 | 611.04 | 4246-0400-1740-8495 Marsha Shumway | 104230230 - Travel Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023NiP | 12/26/2023 | 12/26/2023 | 82.89 | 4246-0470-0157-4398 Nicole Perkins | 724581620 - Special Programs | |
| U.S. Bank Corporate Payment | 127438 | CC12112023NiP | 12/26/2023 | 12/26/2023 | 189.07 | 4246-0470-0157-4398 Nicole Perkins | 724581240 - Office Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023NiP | 12/26/2023 | 12/26/2023 | 207.13 | 4246-0470-0157-4398 Nicole Perkins | 724581920 - Grant Expenses | |
| U.S. Bank Corporate Payment | 127438 | CC12112023NiP | 12/26/2023 | 12/26/2023 | 1,541.00 | 4246-0470-0157-4398 Nicole Perkins | 724581480 - Collection Development | |
| U.S. Bank Corporate Payment | 127438 | CC12112023SB | 12/26/2023 | 12/26/2023 | 255.58 | 4246-0446-5312-8805 Scott Burgess | 264350610 - Miscellaneous Supplies | |
| U.S. Bank Corporate Payment | 127438 | CC12112023SB | 12/26/2023 | 12/26/2023 | 436.30 | 4246-0446-5312-8805 Scott Burgess | 264350230 - Travel Expense | |

**San Juan County
Check Register
All Bank Accounts - 12/23/2023 to 01/09/2024**

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|------------------------------|------------------|----------------|---------------------|--------------|---------------------|------------------------------------|--|---------------|
| U.S. Bank Corporate Payment | 127438 | CC12112023SB | 12/26/2023 | 12/26/2023 | 775.12 | 4246-0446-5312-8805 Scott Burgess | 264350330 - Employee Education | |
| U.S. Bank Corporate Payment | 127438 | CC12112023SL | 12/26/2023 | 12/26/2023 | 333.75 | 4246-0446-6210-7345 Samuel Long | 104166260 - Buildings and Grounds | |
| U.S. Bank Corporate Payment | 127438 | CC12112023SL | 12/26/2023 | 12/26/2023 | 399.99 | 4246-0446-6210-7345 Samuel Long | 104161480 - Special Department Suppl | |
| U.S. Bank Corporate Payment | 127438 | CC12112023SL | 12/26/2023 | 12/26/2023 | 637.95 | 4246-0446-6210-7345 Samuel Long | 104225260 - Buildings and Grounds | |
| U.S. Bank Corporate Payment | 127438 | CC12112023TA | 12/26/2023 | 12/26/2023 | 640.00 | 4246-0446-5302-1950 Todd Adair | 104256480 - Special Department Suppl | |
| U.S. Bank Corporate Payment | 127438 | CC12112023TG | 12/26/2023 | 12/26/2023 | 26.99 | 4246-0470-0106-9233 Tammy Gallegos | 104112240 - Office Expense | |
| U.S. Bank Corporate Payment | 127438 | CC12112023TG | 12/26/2023 | 12/26/2023 | 120.00 | 4246-0470-0106-9233 Tammy Gallegos | 104255280 - Telephone | |
| U.S. Bank Corporate Payment | 127438 | CC12112023TG | 12/26/2023 | 12/26/2023 | 123.82 | 4246-0470-0106-9233 Tammy Gallegos | 104676610 - Miscellaneous Supplies | |
| U.S. Bank Corporate Payment | 127438 | CC12112023TG | 12/26/2023 | 12/26/2023 | 124.96 | 4246-0470-0106-9233 Tammy Gallegos | 104675610 - Miscellaneous Supplies | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 15.99 | 4246-0470-0151-3156 Grant Sunada | 255007.260 - Indirect Admin Buildings | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 252.65 | 4246-0470-0151-3156 Grant Sunada | 255400.240 - Cancer Screening Office | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 7.84 | 4246-0446-5808-5489 TYLER KETRON | 255040.241 - Preventative Block Grant | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 13.82 | 4246-0446-5808-5489 TYLER KETRON | 255281.280 - EED - Epidemiology Tele | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 14.38 | 4246-0446-5808-5489 TYLER KETRON | 255193.620 - Home Visiting - PAT Misc | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 19.00 | 4246-0446-5808-5489 TYLER KETRON | 255281.242 - EED - Epidemiology Soft | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 38.43 | 4246-0446-5808-5489 TYLER KETRON | 255007.240 - Indirect Admin Office exp | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 58.70 | 4246-0446-5808-5489 TYLER KETRON | 255007.242 - Indirect Admin Software | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 64.05 | 4246-0446-5808-5489 TYLER KETRON | 255012.620 - Local General Health Mis | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 100.00 | 4246-0446-5808-5489 TYLER KETRON | 255013.241 - Vital Statistics Postage | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 241.50 | 4246-0446-5808-5489 TYLER KETRON | 255007.230 - Indirect Admin Travel exp | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 250.46 | 4246-0446-5808-5489 TYLER KETRON | 255310.230 - PHEP Preparedness Trav | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 300.00 | 4246-0446-5808-5489 TYLER KETRON | 255400.242 - Cancer Screening Softwa | |
| U.S. Bank Corporate Payment | 127438 | CC20231221052 | 12/26/2023 | 12/26/2023 | 924.66 | 4246-0446-5808-5489 TYLER KETRON | 255230.480 - PDG Special department | |
| | | | | | \$33,936.68 | | | |
| | | | | | \$33,936.68 | | | |
| U.S. Bank Equipment Finance | 127428 | 517835088 | 12/26/2023 | 12/26/2023 | 597.78 | 1080852 | 104150240 - Office Expense | |
| | | | | | \$597.78 | | | |
| Utah Association of Counties | 127427 | 7272 | 12/26/2023 | 12/26/2023 | 510.00 | SJC Surveyor | 104147330 - Employee Education | |
| | | | | | \$510.00 | | | |
| Utah Avalanche Center | 127467 | 6048 | 12/31/2023 | 01/08/2024 | 500.00 | SJC Econ Dev | 104193310 - Professional and Technica | |
| | | | | | \$500.00 | | | |
| Utah Counties Indemnity Pool | 127504 | 3062 | 01/05/2024 | 01/08/2024 | 346,638.00 | SJC Clerk | 634910510 - Insurance and Bonding | |
| | | | | | \$346,638.00 | | | |
| Utah Navajo Trust Fund | 127453 | UNTF01012024 | 01/05/2024 | 01/08/2024 | 165.00 | UNTF Library Lease | 724581915 - Transfers to Other Units | |
| | | | | | \$165.00 | | | |
| Utah Retirement Systems | EFT | PR121023-3952 | 12/15/2023 | 01/02/2024 | 50.00 | Traditional IRA | 102224000 - Retirement Payable | |
| Utah Retirement Systems | EFT | PR121023-3952 | 12/15/2023 | 01/02/2024 | 118.94 | State Retirement - Post Retired | 102224000 - Retirement Payable | |
| Utah Retirement Systems | EFT | PR121023-3952 | 12/15/2023 | 01/02/2024 | 290.47 | 457 Retirement | 102224000 - Retirement Payable | |
| Utah Retirement Systems | EFT | PR121023-3952 | 12/15/2023 | 01/02/2024 | 445.87 | 401k Retirement - Post Retired | 102224000 - Retirement Payable | |
| Utah Retirement Systems | EFT | PR121023-3952 | 12/15/2023 | 01/02/2024 | 662.70 | Roth IRA | 102224000 - Retirement Payable | |
| Utah Retirement Systems | EFT | PR121023-3952 | 12/15/2023 | 01/02/2024 | 1,027.57 | Retirement Loan Repayment | 102224000 - Retirement Payable | |
| Utah Retirement Systems | EFT | PR121023-3952 | 12/15/2023 | 01/02/2024 | 6,165.89 | 401k Retirement | 102224000 - Retirement Payable | |
| Utah Retirement Systems | EFT | PR121023-3952 | 12/15/2023 | 01/02/2024 | 62,111.91 | State Retirement | 102224000 - Retirement Payable | |
| | | | | | \$70,873.35 | | | |
| | | | | | \$70,873.35 | | | |
| Utah State Treasurer | 127499 | UST122023 | 12/31/2023 | 01/08/2024 | 10.00 | Surcharge,Fines,Wildlife Resources | 103222000 - Marriage Licenses | |
| Utah State Treasurer | 127499 | UST122023 | 12/31/2023 | 01/08/2024 | 17,146.18 | Surcharge,Fines,Wildlife Resources | 103511000 - Justice Court Fines | |
| | | | | | \$17,156.18 | | | |
| | | | | | \$17,156.18 | | | |

**San Juan County
Check Register
All Bank Accounts - 12/23/2023 to 01/09/2024**

| <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> | <u>Activity Code</u> |
|----------------------------------|-------------------------|-----------------------|----------------------------|---------------------|------------------------------|----------------------|-----------------------------------|----------------------|
| Verizon Wireless | 127487 | 9951668516 | 12/31/2023 | 01/08/2024 | 791.75 | 265507612-00002 | 104113280 - Telephone | |
| Verizon Wireless | 127487 | 9951668517 | 12/31/2023 | 01/08/2024 | 133.26 | 265507612-00003 | 104151280 - Telephone | |
| Verizon Wireless | 127487 | 9951668525 | 12/31/2023 | 01/08/2024 | 84.46 | 265508079-00002 | 104255280 - Telephone | |
| Verizon Wireless | 127487 | 9951668529 | 12/31/2023 | 01/08/2024 | 146.01 | 265508664-00001 | 214414280 - Telephone | |
| Verizon Wireless | 127487 | 9951678930 | 12/31/2023 | 01/08/2024 | 112.77 | 365506834-00001 | 104225280 - Telephone | |
| Verizon Wireless | 127487 | 9951699680 | 12/31/2023 | 01/08/2024 | 24.12 | 565508016-00001 | 105430280 - Telephone | |
| Verizon Wireless | 127487 | 9951699680 | 12/31/2023 | 01/08/2024 | 53.00 | 565508016-00001 | 104256280 - Telephone | |
| Verizon Wireless | 127487 | 9951710011 | 12/31/2023 | 01/08/2024 | 785.68 | 665507629-00001 | 104230280 - Telephone | |
| Verizon Wireless | 127487 | 9951710013 | 12/31/2023 | 01/08/2024 | 1,872.61 | 665507629-00004 | 104230280 - Telephone | |
| Verizon Wireless | 127487 | 9951710014 | 12/31/2023 | 01/08/2024 | 25.34 | 665507629-00005 | 104146280 - Telephone | |
| Verizon Wireless | 127487 | 9951720532 | 12/31/2023 | 01/08/2024 | 108.80 | 765507047-00001 | 104112280 - Telephone | |
| Verizon Wireless | 127487 | 9951720532 | 12/31/2023 | 01/08/2024 | 365.53 | 765507047-00001 | 104111280 - Telephone | |
| Verizon Wireless | 127487 | 9951720548 | 12/31/2023 | 01/08/2024 | 35.33 | 765508819-00001 | 104682280 - Telephone | |
| Verizon Wireless | 127487 | 9951720548 | 12/31/2023 | 01/08/2024 | 35.33 | 765508819-00001 | 104684280 - Telephone | |
| Verizon Wireless | 127487 | 9951720548 | 12/31/2023 | 01/08/2024 | 35.34 | 765508819-00001 | 104679280 - Telephone | |
| Verizon Wireless | 127487 | 9951720548 | 12/31/2023 | 01/08/2024 | 53.00 | 765508819-00001 | 104675280 - Telephone | |
| | | | | | <u>\$4,662.33</u> | | | |
| | | | | | \$4,662.33 | | | |
| Watts Steam Store Utah Inc | 127443 | 7150336 | 12/31/2023 | 01/08/2024 | 41.45 | SJC Road Dept | 214412250 - Equipment Operation | |
| | | | | | <u>\$41.45</u> | | | |
| | | | | | \$41.45 | | | |
| WCF Mutual Insurance Company | 127503 | 1637133-173796 | 01/02/2024 | 01/08/2024 | 87,963.00 | SJC Premium for 2024 | 104965137 - Workmens Compensation | |
| | | | | | <u>\$87,963.00</u> | | | |
| | | | | | \$87,963.00 | | | |
| Wheeler Machinery Company | 127501 | PC000158653 | 12/22/2023 | 01/08/2024 | -250.56 | SJC Road Dept | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 127501 | PS001627893 | 12/31/2023 | 01/08/2024 | 564.86 | SJC Road Dept | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 127501 | RS0000253 | 12/31/2023 | 01/08/2024 | 22,500.00 | SJC Road Dept | 214414255 - Equipment Rental | |
| Wheeler Machinery Company | 127501 | SS000467726 | 12/31/2023 | 01/08/2024 | 430.37 | SJC Road Dept | 214412250 - Equipment Operation | |
| Wheeler Machinery Company | 127501 | SS000467727 | 12/31/2023 | 01/08/2024 | 889.07 | SJC Road Dept | 214412250 - Equipment Operation | |
| | | | | | <u>\$24,133.74</u> | | | |
| | | | | | \$24,133.74 | | | |
| Zion's Way Home Health & Hospice | 127478 | ZWBD12292023 | 12/31/2023 | 01/08/2024 | 200.00 | SJC Aging Services | 104679615 - Contracts | |
| Zion's Way Home Health & Hospice | 127478 | ZWDJ12292023 | 12/31/2023 | 01/08/2024 | 160.00 | SJC Aging Services | 104679615 - Contracts | |
| Zion's Way Home Health & Hospice | 127478 | ZWLL12292023 | 12/31/2023 | 01/08/2024 | 600.00 | SJC Aging Services | 104679615 - Contracts | |
| Zion's Way Home Health & Hospice | 127478 | ZWSS12292023 | 12/31/2023 | 01/08/2024 | 425.76 | SJC Aging Services | 104679615 - Contracts | |
| | | | | | <u>\$1,385.76</u> | | | |
| | | | | | \$1,385.76 | | | |
| | | | | | <u>\$1,028,511.14</u> | | | |



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
December 19, 2023 at 11:00 AM

MINUTES

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

Audio: <https://www.utah.gov/pmn/files/1067655.mp3>

Video:

https://www.youtube.com/watch?v=R8XsHNhpECo&list=PLFB2nKz9I9zkK8nc_IZSotAE1qoaTfGL4&index=2&pp=iAQB

CALL TO ORDER

Time Stamp 0:00:03 (audio & video)

Commission Chair Bruce Adams called the meeting to order at 11:00 a.m.

ROLL CALL

Time Stamp 0:00:21 (audio & video)

PRESENT

Commission Chair Bruce Adams
Commission Vice Chair Silvia Stubbs
Commissioner Jaime Harvey

STAFF

Mack McDonald, County Administrative Officer (CAO)
Mitch Maughan, County Deputy Attorney
Lyman W. Duncan, Clerk/Auditor

INVOCATION

Time Stamp 0:00:27 (audio & video)

Lyman W. Duncan offered the invocation.

PLEDGE OF ALLEGIANCE

Time Stamp 0:01:49 (audio & video)

Commission Chair Adams led the elected officials, staff, and the public in the Pledge of Allegiance.

CONFLICT OF INTEREST DISCLOSURE

Time Stamp 0:02:20 (audio & video)

None of the Commissioners had a conflict of interest in relation to items on the agenda.

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meeting <https://us02web.zoom.us/j/3125521102> Meeting ID: 312 552 1102

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

Time Stamp 0:02:50 (audio & video)

Mack opened the Commission Meeting for public comment, and none was offered.

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

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

Time Stamp 0:03:29 (audio & video)

Mack presented the Consent Agenda for the Commission to review and approve.

1. Approval of the December 1 - 13, 2023 Check Registers
2. Approval of the December 5, 2023 Commission Work Session Meeting Minutes
3. Approval of the December 5, 2023 Commission Meeting Minutes
4. Approval of the Amendment #1 to the Intergovernmental Agreement Between San Juan County Utah and the Town of Bluff for the Building Resilient Inclusive Communities Grant
5. Approval of San Juan Public Health Department Disability and Health Program 2023 Amendment 1

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

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

BUSINESS/ACTION

6. Consideration and Approval of the 2023 San Juan County Community Service Block Grant Program Contract, Tammy Gallegos, San Juan County Aging Director

Time Stamp (0:04:40 (audio & video))

Tammy Gallegos, Aging Director, presented the Block Grant for the Commission to review and approve.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

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

7. Consideration and Approval of the 2024 Landfill Metal Recycling Contract, Jed Tate, Landfill Manager

Time Stamp 0:6:53 (audio & video)

Jed Tate, Landfill Manager, presented the recycling contract with Acme Metal for the Commission to review and approve.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

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

8. Consideration & Approval for the 2023 Abatement Program Recipients (Low Income, Indigent, Blind, Disabled Veteran), Lyman Duncan, County Clerk/Auditor

Time Stamp 0:11:09 (audio & video)

Mack & Lyman presented the 2023 Abatement Program packet for the Commission to review and approve.

Motion made by Commissioner Harvey, Seconded by Commissioner Stubbs.

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

9. Consideration and Approval of Contract for Environmental Health Science Contract with Advanced Emergency Management. Grant Sunada, Public Health Director

Time Stamp 0:12:45 (audio & video)

Grant Sunada, Public Health Director, presented the Environmental Contract with Advanced Emergency Management for the Commission to review and approve. He will continue to contract with Public Health Departments and companies for services until the staff shortage is filled.

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

10. CONSIDERATION AND APPROVAL OF AN ORDINANCE ADOPTING THE REGULARLY SCHEDULED COUNTY MEETINGS FOR THE 2024 ANNUAL MEETING SCHEDULE PURSUANT TO SECTION 52-4-202 OF THE UTAH CODE. Mack McDonald, Chief Administrative Officer

Time Stamp 0:14:50 (audio & video)

Mack presented the Ordinance for the 2024 Annual Meeting Schedule for the Commission to review and approve. Once approved, the schedule will be placed in the newspaper and upon the county website. Commissioner Harvey asked if meetings could be considered outside of the Monticello location.

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

11. Consideration and Approval of the 20213-2024 Predator Control Management Contract with the State of Utah Department of Agriculture and Food. Mack McDonald, Chief Administrative Officer

Time Stamp 0:18:06 (audio & video)

Mack presented the Predator Control Contact from the state of Utah for the Commission to review and approve. The county has participated with the State of Utah Predator Control Contract for several years.

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

12. Consideration and Approval of the 2024 Fire Warden Agreement establishing the FY 2024 Support Budget between San Juan County and the Utah Division of Forestry, Fire, & State Lands. Mack McDonald, Chief Administrative Officer

Time Stamp 0:20:41 (audio & video)

Mack presented the 2024 Fire Warden Agreement between the State of Utah and San Juan County for the Commission to review and approve. The Fire Warden team will survey fire areas for potential fire mitigation.

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

13. Consideration and Approval of the 2024 Winter Response Agreement between San Juan County and the Utah Department of Work Force Services for \$9,000. Mack McDonald, Chief Administrative Officer

Time Stamp 0:24:13 (audio & video)

Mack presented the Winter Response Agreement with Utah Department of Work Force Services for the Commission to review and approve. When the State of Utah calls for a Winter Response (Code Blue) due to extremely low temperatures, and the two shelters are at capacity, these funds are available to pay for a hotel room.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

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

14. Consideration and Approval of Additional 2023 Budget Appropriation Requests. Budget Increases May Be Funded by New Revenues, State and Local Fiscal Recovery Funds (SLFRF), and/or Monies Unspent in the Prior Year (Fund Balances). Mack McDonald, Chief Administrative Officer

Time Stamp 0:27:55 (audio & video)

Mack presented the 2023 Final Budget for the Commission to review and approve. The 2023 Budget was funded by property taxes, grant, enterprise, and federal funds. Mack reminded the Commissioners that property taxes might need to be increased year by year to help balance the budget.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

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

15. Consideration and Approval of the Proposed 2024 San Juan County Budget. Mack McDonald, Chief Administrative Officer

Time Stamp 1:16:58 (audio & video)

Mack presented the 2024 Proposed Budget for the Commission to review and approve. Mack reminded the Commissioners that property taxes might need to be increased year by year to help balance the budget.

Commission Chair Adams recommended approval of the Proposed 2024 Budget and for a 3% increase for employees and the elected official compensation.

Motion made by Commissioner Stubbs, Seconded by Commissioner Harvey.

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

COMMISSION REPORTS

Time Stamp 2:29:18 (audio & video)

Commission Vice Chair Stubbs spoke about how fast the year has passed by in her service to the county residents. She was appreciative of the educational training she has received and the relationships which she has developed over the past year.

Commissioner Harvey reported on attending a meeting with Representative Christine Watkins, Bluff Mayor, Ann Leppanon, and Blanding Mayor, Logan Monson. The meeting was a meet and greet, but they did discuss the EMS contract. The next meeting is scheduled for March 2024.

Commissioner Chair Adams thanked the fellow Commissioners for their service. He encouraged them to develop additional contacts in 2024. He thanked Mack and the county employees for their outstanding work.

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

ADJOURNMENT

Time Stamp 2:42:24 (audio & video)

Commission Chair Adams called for an adjournment at 1:57 p.m.

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

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

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

APPROVED: _____ DATE: _____
San Juan County Board of County Commissioners

ATTEST: _____ DATE: _____
San Juan County Clerk/Auditor

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



Purchase From
 RelaDyne State Contracted
 1261 South Main
 Blanding, UT 84511
 435-678-3311
 Attention To :

Deliver To
 San Juan County Landfill
 South Hwy 191, MM 35 1/2
 Blanding, UT 84511
 435-678-3070
 Attention To :

Purchase Order
 P. O. No#
 Date 1/4/2024
 Your Ref# 1045914
 Our Ref# 24-001
 Credit Terms

| Product ID | Description | Quantity | Unit Price | Amount |
|------------|----------------|----------|------------|------------|
| NA1993 | Diesel Fuel, 3 | 3021 | \$3.22 | \$9,727.62 |
| | 57-4424-251 | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
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| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |

| | |
|----------------------|------------|
| Sub Total | \$9,727.62 |
| Tax | Exempt |
| Freight | |
| Invoice Total | \$9,727.62 |
| Amount Paid | |
| Balance Due | \$9,727.62 |

Approved:

Department Head: *[Signature]*

County Admin: *[Signature]*

Terms and Conditions:



DELIVERY TICKET

BLANDING
1261 SOUTH MAIN
BLANDING, UT 84511INT

Order Number: 1045914

Item 3.

Order Date: 01/04/2024
Salesperson: BLANDING HOUSE ACC
Cust Serv Rep: JOANNE.VIGIL

Delivery Date: / /

BOL #: []

Terminal: []

Sold To: 31-0180327

SAN JUAN COUNTY LANDFILL
PO BOX 9
MONTICELLO, UT 84535
(435) 678-3070

Ship To: 1000

TW SAN JUAN COUNTY LANDFILL 1
MILE POST 35 SOUTH HWY 191
BLANDING, UT 84511
(435) 678-3070

Ordered By:

Comment:

SHIP DATE: 1/4/2024

Customer P.O. Truck Driver Terms Whse Buyback #
008563A ERIK GROVER-BLANDING NET 10 DAYS C60

Table with columns: HM, Description, Item #, Supplier #, UOM, Ordered, Shipped, BackOrder. Row 1: X, NA1993, DIESEL FUEL, 3, III, GAL, 3,000.00, 3.22, 9727.62

THIS PRODUCT IS DYED DIESEL FUEL, NON-TAXABLE USE ONLY. PENALTY FOR TAXABLE USE. OFF HWY/ HWY/NOT LEGAL FOR HWY USE.

INCHES BEFORE AFTER BPNE

CONTACT: MARY NAKAI (435) 678-3070
DELIVERY HOUR S:MON-FRI 7AM-4:30PM

Customer Signature

Date

Print Customer Name

9727.62

Driver Signature

Time In

Time Out

of Drums Returned

EMERGENCY RESPONSE: 1-800-535-5053 (INFO-TRAC)
IN CASE OF FIRE, SPILLS, LEAKS OR ACCIDENT WITH
HAZARDOUS MATERIALS DURING DELIVERY

PURCHASE ORDER

San Juan County

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



Purchase From

Vendor Name *JWC Enviromental*
Street Address *2600 S Garnsey St*
City, State, Zip *Santa Ana, CA, 92707*
Phone: *800-331-2277*
Attention To : *Jared Reynolds*

Deliver To

Deliver To Name *San Juan County PSB*
Street Address *297 S Main St*
City, State, Zip *Monticello, UT, 84535*
Phone: *801-891-5513*
Attention To : *Samuel Long*

Purchase Order

P. O. No# *PSB*
Date: *1/3/2024*
Your Ref# *C-122034-S8P3*
Our Ref#
Credit Terms *Net 30 days*

Contract

| Product ID | Description | Quantity | Unit Price | Amount |
|-------------|--|----------|-------------|-------------|
| 30004T-1200 | Muffin Monster (Sewer Grinder) Cutter Stack Assy | 1 | \$12,043.00 | \$12,043.00 |

Approval

Department Head: *Samuel Long*

County Admin: *Mark McDonald*

| | |
|-------------|-------------|
| Sub Total | \$12,043.00 |
| Tax | N/A |
| Freight | Included |
| Balance Due | \$12,043.00 |

San Juan County should be tax exempt. Please make sure anything you submit has no tax!

Sole source manufacturer only for compatibility



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Customer: 5039380
Sam Long
San Juan County
PO Box 9
297 South Main
Monticello, UT 84535-0009

UNITED STATES
(801)891-5513
samlong@sanjuancounty.org

Quote Number: C-122034-S8P3
Quote Date: 12/01/2023
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 4-5 Weeks ARO / Shipping & Handling Included
Grinder Serial #: S027731-2-1
Ticket #: C-122034-S8P3

Project: San Juan County

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

| Part Number | Description | Qty | Unit Price | Extended Price |
|-------------|--|-----|-------------|----------------|
| 30004T-1200 | 30004T-1200 Renew 17 Tooth Serrated Cam Cutters with Knurlec Spacers 1:1 Stack Hardened Alloy STL Buna N Elastomers Cork & Rubber Gaskets Motor Type: Electric Less Motor Less Reducer Less Spool Less 6" Pipe Dia. Unibody Housing Paint: Epoxy Green Grinder SN: TBD ***** Wipes Ready Monster Upgrade includes: Patented 17T Wipes Ready Cutters and Spacers for 2D Cutting Patented Optimized Cut Control Gearing | 1 | \$12,043.00 | \$12,043.00 |
| Shipping | Shipping & Handling Included | 1 | \$0.00 | \$0.00 |

Please verify serial number is correct.

Sub Total \$12,043.00
Tax
Total \$12,043.00

- Notes:**
1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
Bill to Address, Ship to Address, and sales tax exemption certificate.
 2. Reference the JWC quote number on your purchase order..
 3. Availability of parts are subject to change at any time.
 4. 20% restocking fee on all returns.
 5. Sales tax is not included in price.
 6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
 7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Clarifications and Exceptions

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Item 3.

2. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

Thank-You for your Business!

**JWC Environmental Inc
Jared Reynolds
Customer Service**



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Item 3.

Please provide the following information. Failure to do so may delay processing of order. Quote #: C-122034-S8P3

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Bill To Name & Address:

San Juan County
117 S Main St.
Monticello, UT 84535

Ship To Name & Address:

San Juan County PSB
297 S Main St
Monticello, UT 84535

Email Address: samlong@sanjuancounty.org

PO# PSB

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.
Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificates to:
Fax (714) 242-0240
Email servicesales@jwce.com

Signature: _____

Date: _____



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2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

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JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges are prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be s



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
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Fax: 714 242-0240

to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



2047 South Painter Lane
 West Haven, Utah 84401
 Gardner-Energy.com
 801.689.2618

Item 3.

Parts and/or Service Estimate

January 2, 2024
 Cal Black Airport
 UT-276, Halls Crossing
 UT 84533

Any questions or concerns: Please contact:
 Parker Jensen | Inside Sales Rep | Gardner Energy | (801) 834-9048
parkerj@gardner-energy.com | www.gardner-energy.com

Scope of Work:

Disassemble and dispose of battery banks on site.
 Installation of 2 battery banks. (24) 2V Deka Unigy batteries per battery bank.
 Program Mate3s on site for new battery bank specifications.

| Quantity | Description | Price |
|----------|--|-----------------|
| 48 | Deka Unigy II AVR95-25 cell, 2 volt, 1140 AH | \$59,030 |
| | Labor | \$7,550 |
| 48 | Removal & Battery Disposal @ \$15 per unit | \$720 |
| | | |
| | Total | \$67,300 |

*Estimates are valid for 30 days unless otherwise noted.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined on the last pages of this estimate.

Date of Acceptance: 1-3-2024 Signature: Mack McDonald

Each person signing this Estimate warrants that he or she is duly authorized to do so and to bind the respective party.



We propose hereby to furnish material and labor – complete in accordance with the above specifications.

TERMS:

1. **Work and Change Orders:** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.
2. **PAYMENT TERMS:** Applicant agrees to pay for goods, services, and other items upon receipt of invoice. Payment is late if not received by GARDNER at 2047 S Painter Lane, West Haven Utah 84401 within thirty (30) days of invoice date. A late charge of two percent (2%) per month will be assessed on the past due balance until it is paid in full. Applicant is required to advise GARDNER, in writing, of any disputed invoices or statements within ten (10) days of receipt of the same. Failure to notify GARDNER in writing of any dispute within such time shall constitute an absolute waiver of all such disputes by Applicant.
3. **BUSINESS PURPOSE:** Applicant represents and warrants that all goods and services purchased, by Applicant from GARDNER are for personal, business, commercial or agricultural purposes.
4. **DEFAULT:** Payment shall be made when due. Failure to make a timely payment or otherwise comply with the terms of this agreement shall result in a default. In the event of a default, Applicant agrees to reimburse and pay GARDNER for all expenses, costs, collection agency costs, and attorney fees incurred or expended by GARDNER as a result, whether or not suit is commenced. Applicant agrees that the laws of the State of Utah shall govern all transactions and agreements between GARDNER and Applicant and any enforcement or lawsuit relating to said transactions and agreements shall be brought in the state or federal courts located in Salt Lake City, Utah. Applicant expressly waives sovereign immunity and all other venue rights and consents to the enforcement of this and any other agreement with GARDNER in Salt Lake County, Utah. If Applicant becomes insolvent, declares bankruptcy, or if Applicant breaches any term or condition herein, or breaches any other agreement between GARDNER and Applicant, or if for any reason GARDNER deems itself insecure, GARDNER may terminate the agreement.
5. **INDEMNITY:** Applicant shall indemnify and hold GARDNER harmless from any and all liability, claims, losses, damages or expenses, including without limitation attorney fees and costs, arising from Applicant's negligence, breach, or willful misconduct, resulting in the death or bodily injury of any person, or the damage or destruction of any property. Applicant agrees that in no event shall Applicant or any person claiming by, through or under Applicant, have the right to claim or recover consequential damages, including but not limited to, lost profits or loss of use, concerning goods, machinery, parts, tools or services sold, leased or delivered by GARDNER. GARDNER makes no warranties, either expressed or implied, as to any goods, machinery, parts, tools or services whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose.
6. **GOVERNING DOCUMENTS:** These account Terms and Conditions constitute the entire agreement between

*Estimates are valid for 30 days unless otherwise noted.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined on the last pages of this estimate.

Date of Acceptance: 1-3-2024 Signature: Mark M. [Signature]

Each person signing this Estimate warrants that he or she is duly authorized to do so and to bind the respective party.



GARDNER and Applicant and supersede any prior understandings or agreements between them with respect to the subject matter herein. Except as expressly stated herein, no party to this agreement shall be obligated to the other except as set forth herein. Notwithstanding anything the contrary in any purchase order or other documents(s) issued by Applicant, GARDNER rejects additional or different terms proposed by Applicant or any attempt by Applicant to vary the terms herein. Any additions or modifications to these terms shall not be binding on GARDNER, unless they are set forth in a written document executed by a General Manager of GARDNER.

- 7. **NON-WAIVER:** Nothing contained herein shall be construed as a waiver by GARDNER of any lien rights or any rights which it may now have, or hereafter acquire. No waiver or modification of any part of this agreement shall be valid unless expressed in writing and executed by Applicant and GARDNER.
- 8. **MISCELLANEOUS:** Any and all contracts, certificates, invoices and other writings signed on behalf of Applicant by any employee of Applicant shall be deemed to have been executed on behalf of Applicant with full authority.. Applicant acknowledges that by transmitting a facsimile copy, electronic copy or photocopy of this document to GARDNER, Applicant, and the Guarantor (if applicable) agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to GARDNER. A \$30 service charge applies to each dishonored check, similar instrument, or electronic payment received by GARDNER. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

*Estimates are valid for 30 days unless otherwise noted.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined on the last pages of this estimate.

Date of Acceptance: 1-3-2024 Signature: Mark McDonald

Each person signing this Estimate warrants that he or she is duly authorized to do so and to bind the respective party.



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: Approval of San Juan County - TB Prevention and Control Amendment 7 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this overarching contract is to support San Juan Public Health's ability to conduct activities related to tuberculosis (TB) prevention and control based on national standards. It is San Juan Public Health's responsibility to identify high priority needs and activities and determine how the local and state resources should be spent to best meet the needs of their jurisdiction. These responsibilities include case management and treatment, contact investigations, examination of immigrants, prevention and control activities, and TB medication. This funding does not represent the totality of effort and is not intended to be the sole source of funding for these activities.

This funding and related activities will be the responsibility of the Nursing Director.

The contract period is being increased by 75 years. The new contract termination date is December 31, 2099.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

The funding amount will be increased by \$1,400.00 for the period January 1, 2024 to December 31, 2024. New total funding is \$9,192.00.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2025308
DHHS Log Number

202700576
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - TB Prevention and Control Amendment 7.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL
Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to change the termination date, increase the contract amount, replace Attachment "A", and replace the Amendment language in the General Provisions in exchange for continued services. General Provisions Article 4, is hereby replaced in its entirety to read: "Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from the Department will constitute an amendment to the agreement without the Contractor signature; 1) change to the total agreement amount or rates; and 2) changes to financial reporting requirements".

4. **CHANGES TO CONTRACT:**

1. The contract termination date is being changed. The original termination date was December 31, 2024. The contract period is being increased by 75 years. The new contract termination date is December 31, 2099.
2. The contract amount is being changed. The original amount was \$7,792.00. The funding amount will be increased by \$1,400.00 in federal funds. New total funding is \$9,192.00.
3. Attachment "A", effective January 1, 2024, is replacing Attachment "A", which was effective February 2023. The document title is changed, Article "III" Section A is changed, and A.8, is added, Article "X" is changed, and Article "XI" is deleted.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

| | | | |
|-----------------------|--------------------|---------------|--------------|
| Federal Program Name: | Utah TB Prevention | Award Number: | NU52PS910197 |
|-----------------------|--------------------|---------------|--------------|

| | | | |
|----------------------------------|---|--------------------------------------|--------------|
| | and Control Project | | |
| Name of Federal Awarding Agency: | Centers for Disease Control and Prevention | Federal Award Identification Number: | NU52PS910197 |
| Assistance Listing: | PROJECT GRANTS AND COOPERATIVE AGREEMENTS FOR TUBERCULOSIS CONTROL PROGRAMS | Federal Award Date: | 12/11/2019 |
| Assistance Listing Number: | 93.116 | Funding Amount: | \$1400 |

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 01/01/2024.
 - 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.
 - 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.
-

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Contract with Utah Department of Health & Human Services and San Juan County, Log # 2025308

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams Date
County Commission Chair

By: _____
Tracy S. Gruber Date
Executive Director, Department
of Health & Human Services

Attachment A: Special Provisions

San Juan County - TB Prevention and Control Amendment 7

Effective Date: January 1, 2024

I. DEFINITIONS:

- A. "AFB" means Acid-Fast Bacilli.
- B. "ATBD" means Active Tuberculosis Disease.
- C. "Contact elicitation" means obtaining contact demographics and determining type and date of last exposure.
- D. "Directly Observed Therapy" means the physical observation by a local health department staff member or other qualified supervisor approved designees, of a patient swallowing medications for the control of tuberculosis.
- E. "LTBI" means latent TB infection.
- F. "TB" means tuberculosis.
- G. "UT-NEDSS" means the Utah National Electronic Disease Surveillance System.
- H. "Subrecipient" means Contractor and San Juan County.
- I. "Department" means Utah Department of Health and Human Services, Refugee Health and TB Program.

II. PURPOSE:

The purpose of this Contract is to support the SUBRECIPIENT's ability to conduct activities related to TB prevention and control. Activities reflect national standards. It is the SUBRECIPIENT's responsibility to identify high priority needs and activities and determine how the local and state resources should be spent to best meet the needs of their jurisdiction. This funding does not represent the totality of effort and is not intended to be the sole source of funding for these activities.

III. FUNDING:

- A. New total funding is \$9,192.00.
 - 1. \$574.00 for the period January 1, 2020 to March 31, 2020.
 - 2. \$1,722.00 for the period April 1, 2020 to December 31, 2020.
 - 3. \$2,296.00 for the period January 1, 2021 to December 31, 2021.
 - 4. \$250.00 for the period January 1, 2022 to December 31, 2022.
 - 5. \$750.00 for the period January 1, 2022 to December 31, 2022.
 - 6. \$1,200.00 for the period January 1, 2023 to December 31, 2023.
 - 7. \$1,000.00 for the period February 1, 2023 to September 30, 2023 to provide screening, evaluation, treatment of TB and LTBI in populations displaced from Ukraine.
 - 8. \$1,400.00 for the period January 1, 2024 to December 31, 2024.
- B. This is a Cost Reimbursement contract. The DEPARTMENT agrees to

reimburse the SUBRECIPIENT up to the maximum amount of the contract for expenditures made by the SUBRECIPIENT directly relating to the program

- C. Funds cannot be used for the purchase of any medications.
- D. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
- E. Pass-through Agency: Utah Department of Health and Human Services.
- F. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.

IV. INVOICING:

- A. The June invoice shall be submitted no later than July 15 of each year.
- B. Approved TB medications, pharmacy copays or pharmacy dispensing fees purchased with other funds, not awarded through this Contract, shall be reimbursed by the DEPARTMENT as funding allows.
 - 1. For TB Medications, the SUBRECIPIENT shall submit invoice each month and include:
 - a) The signature of authorizing official or business official, the medication name, quantity and units and 340B price.
 - b) A copy of the receipt from the manufacturer.
 - c) For medications purchased between January 1 and June 30, invoices shall be submitted to the DEPARTMENT no later than July 10 of the same calendar year.
 - i. Invoices received after this date shall not be paid.
 - d) For medications purchased between July 1 and December 31, invoices shall be submitted to the DEPARTMENT no later than January 10, of the next calendar year.
 - i. Invoices received after this date shall not be paid.
- C. For Pharmacy copays or dispensing fees, the SUBRECIPIENT shall submit invoices each month and include:
 - 1. The signature of authorizing official or business official, the patient name and date of birth, pharmacy name and copay amount.
 - 2. A copy of the receipt from the pharmacy.
 - 3. For pharmacy copays made between January 1, and June 30, invoices shall be submitted to the DEPARTMENT no later than July 10, of the same calendar year.
 - a) Invoices received after this date shall not be paid.
 - 4. For pharmacy copays made between July 1, and December 31, invoices shall be submitted to the DEPARTMENT no later than January 10, of the next calendar year.
 - a) Invoices received after this date shall not be paid.

V. STANDARDS, PROTOCOLS, POLICIES/PROCEDURES, GUIDELINES:

The SUBRECIPIENT shall:

- A. Comply with all State and Federal laws including:
 - 1. Utah Administrative Code 388-804, "Special Measures for the Control of Tuberculosis" (<https://rules.utah.gov/publicat/code/r388/r388-804.htm>).
 - 2. Utah Administrative Code 386-702, "Communicable Disease Rule" (<https://rules.utah.gov/publicat/code/r386/r386-702.htm>).
- B. The SUBRECIPIENT shall conduct TB prevention and control activities as detailed in Section VI in accordance with the Centers for Disease Control and Prevention and American Thoracic Society recommendations and the Utah Department of Health's Tuberculosis Control Program.
 - 1. (<https://www.cdc.gov/tb/publications/guidelines/treatment.htm>).
 - 2. (<https://www.cdc.gov/tb/publications/guidelines/testing.htm>).
 - 3. (<http://health.utah.gov/epi/diseases/TB/>).
- C. The SUBRECIPIENT shall use the National TB Program Objectives and Performance Targets for 2025 to plan, implement and monitor TB prevention and control activities (<https://www.cdc.gov/tb/programs/evaluation/indicators/default.htm>).

VI. RESPONSIBILITIES OF THE SUBRECIPIENT:

- A. Case Management and Treatment

The SUBRECIPIENT shall increase the proportion of:

 - 1. Patients whose diagnosis is likely to be ATBD who are started on the recommended initial 4-drug regimen.
 - 2. TB patients with positive AFB sputum-smear results who initiate treatment within seven days of specimen collection.
 - 3. TB patients ages 12 years or older with a pleural or respiratory site of disease who have a sputum culture reported.
 - 4. TB patients with positive sputum culture results who have documented conversion to negative results within 60 days of treatment initiation.
 - 5. Patients with newly diagnosed ATBD for whom 12 months or less of treatment is indicated who complete treatment within 12 months.
 - 6. TB patients who have a HIV test result reported.
 - 7. TB patients that complete treatment via Directly Observed Therapy.
- B. Contact Investigations

The SUBRECIPIENT shall increase the proportion of:

 - 1. TB patients with positive AFB sputum-smear results who have contacts elicited.
 - 2. Contacts to sputum AFB smear-positive TB cases who are examined for infection and disease.
 - 3. Contacts to sputum AFB smear-positive TB cases diagnosed with LTBI who start treatment.

4. Contacts to sputum AFB smear-positive TB cases diagnosed with LTBI who complete treatment.

C. Examination of Immigrants and Refugees

The SUBRECIPIENT shall:

1. Increase the proportion of immigrants and refugees with abnormal chest radiographs read overseas as consistent with TB who:
 - a) Initiate a medical examination within 30 days of notification.
 - b) Complete a medical examination within 90 days of notification.
 - c) Are diagnosed with LTBI or have radiographic findings consistent with prior pulmonary TB on the basis of the examination in the U.S. for whom treatment was recommended start treatment.
 - d) Are diagnosed with LTBI or have radiographic findings consistent with prior pulmonary TB on the basis of the examination in the U.S. for whom treatment was recommended complete treatment.

D. Prevention and Control Activities

The SUB-RECIPIENT shall:

1. Promote the use of 3HP.
2. Prioritize response to identify and treat individuals with LTBI as local priorities and resources dictate.
3. Initiate isolation orders for non-adherent patients.
4. Provide incentives/enablers to patients to support treatment adherence and completion.
5. Participate in bi-annual Cohort Review
 - a) The SUB-RECIPIENT shall ensure that nurses whose cases are scheduled for review will present in person. Extenuating circumstances, e.g. travel of more than 60 miles required to attend, may allow for attendance by phone.

E. TB Medication

The SUB-RECIPIENT shall:

1. Provide TB medication therapy for all patients consenting to treatment of tuberculosis by:
 - a) Retaining the services of a licensed pharmacy to dispense anti-tuberculosis medications as ordered by a licensed physician or designee.
 - b) Maintaining a 340B Program
 - i. Complete annual 340B recertification
 - ii. Maintain an active Authorizing Official
 - iii. Ensure compliance to 340B policies

VII. REPORTING REQUIREMENTS:

The SUBRECIPIENT shall:

- A. Report TB-related activities including patient demographics, treatment, TB testing and TB case data by either entering this data into UT-NEDSS or submitting the Monthly TB Activity Report (<http://health.utah.gov/epi/diseases/TB/forms/>) by the 10th of each month.
- B. Submit completed Contact Investigation Record on each TB case by either entering this data into UT-NEDSS or submitting the form (http://health.utah.gov/epi/diseases/TB/forms/atbd/contact_investigation_form.pdf).

VIII. RESPONSIBILITIES OF THE DEPARTMENT:

The DEPARTMENT may:

- A. Provide program information/updates pertaining to the services provided by the SUBRECIPIENT which may include program statistics, information/publications on current issues, best practices, etc.
- B. Provide training for TB screening and certification, contact investigation, and targeted case management for Medicaid-eligible clients as requested.
- C. Provide technical assistance and medical consultation to the SUB-RECIPIENT for TB by phone, e-mail, on-site visits and written communications as needed.
- D. Provide client report forms, literature, and special event packets/materials at no cost to the SUBRECIPIENT.
- E. Provide laboratory services to support the TB programs at no cost to the SUBRECIPIENT: AFB smears; determining the presence of *M. tuberculosis* complex; and, first-line drug susceptibility testing. All other laboratory testing shall require prior authorization by the TB Control Program Manager and shall be evaluated on a case-by-case basis.
- F. Reimburse the SUBRECIPIENT for approved tuberculosis medications as listed in Attachment C and approved pharmacy co-pays.
- G. Aid with non-adherent TB patients which is not limited to, but may include, facilitating an admission to the University of Utah Medical Center Secure TB Unit.

IX. DEPARTMENT CONTACT:

- A. The day to day program contact is Rachel Ashby, RAshby@utah.gov, (801) 538-9315.

X. OUTCOME MEASURES:

The desired outcome is to maintain the Utah state TB disease case rate at less than 1.3 cases per 100,000 population.

- A. Performance Measures:

1. For patients with newly diagnosed TB disease for whom 12 months or less of treatment is indicated, increase the proportion who complete treatment within 12 months to 95%.
 2. For TB patients with positive AFB sputum-smear results, increase the proportion who have contacts elicited (100%), examined (94%), treatment initiated (92%), and treatment completed (93%).
 3. For immigrants and refugees with abnormal chest radiographs (X-rays) read overseas as consistent with TB, increase the proportion who initiate an examination within 30 days (72%), complete an examination within 120 days (78%), start treatment (87%), and complete treatment (87%).
- B. Reporting: The Subrecipient shall enter data in EpiTrax.



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: Approval of the *COVID-19 San Juan County - Vaccine Supplemental Support Funding Amendment 3* contract between the Utah Department of Health and San Juan County, Presented by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

This contract enables the Public Health Department to do the following:

- A. Provide COVID-19 vaccination services to vulnerable populations, including high-risk, underserved population, racial and ethnic minority populations and rural communities. 1. Expend no less than 15% of total funding on services to vulnerable populations.
- B. Increase COVID-19 vaccination capacity across the San Juan County, including high-risk and underserved populations, including:
1. Increase the number of vaccine provider sites including pharmacies.
 2. Enlist and educate adult providers to identify and refer patients to vaccination clinics if they are not themselves vaccinators.
 3. Expand capacity to provide vaccinations, such as after hours, overnight and on weekends, to increase throughput.
 4. Support public health workforce recruitment and training including, rural communities, communities of color and communities of high social vulnerability.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

December 31, 2024. 2. The contract amount is being changed. The original amount was \$242,309.00. The funding amount will be increased by \$7,445.00 in federal funds. New total funding is \$249,754.00.

\$7,445.00 for ARPA funding for the period of October 1, 2023 to December 31, 2024.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2102808
Department Log Number

212701519
State Contract Number

1. **CONTRACT NAME:** The name of this contract is COVID-19 San Juan County - Vaccine Supplemental Support Funding Amendment 3.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL
Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to change the termination date, increase the contract amount, replace Attachment "A", and replace the Amendment language in the General Provisions in exchange for continued services. General Provisions Article 4, is hereby replaced in its entirety to read: "Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from the Department will constitute an amendment to the agreement without the Contractor signature; 1) change to the total agreement amount or rates; and 2) changes to financial reporting requirements".

4. **CHANGES TO CONTRACT:**

1. The contract termination date is being changed. The original termination date was June 30, 2024. The contract period is being increased by six months. The new contract/agreement termination date is December 31, 2024.
2. The contract amount is being changed. The original amount was \$242,309.00. The funding amount will be increased by \$7,445.00 in federal funds. New total funding is \$249,754.00
3. Attachment "A: Special Provisions", effective October 1, 2023, is replacing "Attachment A: Special Provisions" which was effective April 1, 2021. Article III, Section A is changed. Article IV, Section A is changed. Article V, Sections N and O are added. Article VI is deleted.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

| | | | |
|-----------------------|------------|---------------|-----------|
| Federal Program Name: | ARPA SLFRP | Award Number: | SLFRP3929 |
|-----------------------|------------|---------------|-----------|

| | | | |
|----------------------------------|---|--------------------------------------|-----------|
| Name of Federal Awarding Agency: | United States Department of the Treasury | Federal Award Identification Number: | SLFRP3929 |
| Assistance Listing: | CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS | Federal Award Date: | 3/11/2021 |
| Assistance Listing Number: | 21.027 | Funding Amount: | \$7445.00 |

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 10/01/2023.
 - 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.
 - 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.
-

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Contract with Utah Department of Health & Human Services and San Juan County, Log # 2102808

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams Date
County Commission Chair

By: _____
Tracy S. Gruber Date
Executive Director, Department
of Health & Human Services

Attachment A: Special Provisions
 COVID-19 San Juan - Vaccine Supplemental Support Funding Amendment 3
 Effective Date: October 1, 2023

- I. DEFINITIONS:
- A. "Subrecipient" means Contractor.
- II. PROGRAM CONTACT:
- A. The day to day operations and dispute contact is Phil Gresham, pgresham@utah.gov, (801) 230-0158.
- III. FUNDING:
- A. New total funding is \$249,754.00.
1. \$58,800.00 for the period July 1, 2020 to June 30, 2024.
 2. \$85,478.00 for the period July 1, 2020 to June 30, 2024.
 3. \$22,822.00 for the period April 1, 2021 to June 30, 2024.
 4. \$75,209.00 for COVID-19 Supplemental 4 for the period April 1, 2021 to June 30, 2024.
 5. \$7,445.00 for ARPA funding for the period of October 1, 2023 to December 31, 2024.
- B. This is a Cost Reimbursement contract. The DEPARTMENT agrees to reimburse the SUBRECIPIENT up to the maximum amount of the contract for expenditures made by the SUBRECIPIENT directly related to the performance of this contract.
- C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on the Contract Pages.
- D. Pass-through Agency: Utah Department of Health and Human Services.
- E. Number assigned by the Pass-through Agency: State Contract Number, as recorded on the Contract Pages.
- IV. INVOICING:
- A. In addition to the General Provisions of the contract the SUBRECIPIENT shall include one column for each of the following categories in the Monthly Expenditure Report also known as MER.
1. Non-vulnerable population expenses.
 2. Vulnerable population expenses.
 3. Program income.
 4. Expenses funded by program income.
 5. COVID-19 Supplemental 4.
 6. ARPA
- B. In addition to the General Provisions of the contract the SUBRECIPIENT shall submit the June invoice no later than July 15.
- V. RESPONSIBILITIES OF SUBRECIPIENT:
 The SUBRECIPIENT shall:
- A. Provide COVID-19 vaccination services to vulnerable populations, including high-risk, underserved population, racial and ethnic minority populations and rural communities.
1. Expend no less than 15% of total funding on services to vulnerable populations.
- B. Increase COVID-19 vaccination capacity across the SUBRECIPIENT's jurisdiction, including high-risk and underserved populations, including:
1. Increase the number of vaccine provider sites including pharmacies.
 2. Enlist and educate adult providers to identify and refer patients to vaccination clinics if they are not themselves vaccinators.
 3. Expand capacity to provide vaccinations, such as after hours, overnight and on weekends, to increase throughput.
 4. Support public health workforce recruitment and training including, rural communities, communities of color and communities of high social vulnerability.

5. Provide vaccinations in non-traditional settings including, vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary or off-site clinics in underserved populations.
- C. Ensure high-quality and safe administration of COVID-19 vaccinations.
- D. Monitor COVID-19 vaccination administration sites, including:
 1. Provide supplies including personal protective equipment and training.
 2. Vaccine storage and temperature tracking.
 3. Vaccine-specific consideration for temporary mass vaccination clinics.
 4. Ensure vaccine administration sites have a documented plan to address adverse events including anaphylaxis.
 5. Report vaccine adverse events to the Vaccine Adverse Events Reporting System also known as VAERS.
- E. Increase vaccine confidence through education, outreach and partnerships by promoting COVID-19 and other vaccinations in racial and ethnic minority groups and to increase accessibility for people with disabilities.
- F. Use immunization information systems to support efficient COVID-19 vaccination, by monitoring and managing the COVID-19 vaccine supply in the SUBRECIPIENT's jurisdiction and ensuring that the vaccine is broadly available, including in places where it is needed most.
- G. Utilize the Utah National Guard if needed to support activities as provided in Attachment "B".
- H. Promote and implement email and text messaging reminder/recall activities.
- I. Monitor and manage the COVID-19 vaccine supply in the jurisdiction and ensure that the COVID-19 vaccine is broadly available across the jurisdiction, including in the places where it is needed most.
- J. Ensure timely and accurate reporting of vaccine administration, demographics and other data.
- K. Implement and support systems to provide consumer access to immunization records including methods to securely document COVID-19 vaccination using a "digital vaccination card".
- L. Fund activities with high-risk and underserved populations, including racial and ethnic minority populations and rural communities.
- M. COVID-19 Supplemental 4.
 1. Identify additional programs within the SUBRECIPIENT's organization to plan and implement tailored outreach and use of mobile clinics to increase COVID-19 vaccinations in racial and ethnic populations including, HIV, Women Infant and Children, and rural health.
 2. Fund education campaigns, outreach, marketing approaches and materials within the SUBRECIPIENT's organization to increase acceptance of COVID-19 vaccinations among racial and ethnic populations.
 3. Provide subject-matter expertise when promoting and providing education about COVID-19 vaccinations in racial and ethnic populations.
 4. Collaborate with local community health workers and patient navigators to improve education and outreach to ethnic populations.
 5. Identify communities experiencing health disparities and increase the number, range and diversity of opportunities for COVID-19 vaccinations including mobile clinics, Community Health Centers, healthcare organizations and pharmacies.
 6. Develop, cultivate and strengthen community-based partnerships to increase COVID-19 vaccinations in populations disproportionately affected by COVID-19.
 7. Fund partnership to improve COVID-19 vaccine uptake in ZIP codes that have been most severely affected by COVID-19 and increase COVID-19 vaccinations in populations and experience a high social vulnerability index.
 8. Encourage COVID-19 vaccination providers to establish temporary or mobile COVID-19 vaccination clinics in locations with high health disparities including; places of worship, community-based organizations, recreation programs, food banks/pantries, schools and colleges/universities, grocery stores,

- salons/barbershops/beauticians, major employers and other key community institutions.
9. Develop, cultivate and strengthen partnerships with correctional facilities and law enforcement to facilitate COVID-19 and influenza vaccinations.
 10. Coordinate with local community-based organizations to establish pop-up and mobile clinics during events for communities of high social vulnerability including, HIV/STD screening services, food drives/pantries, health fairs and adult education programs.
 11. Support increased culturally competent medical staff at pop-up and mobile clinics, that reflect the identified community who are receiving COVID-19 vaccinations including; minority community health workers, nursing students, phlebotomy students, and residents from historically black colleges and universities.
 12. Develop, cultivate and strengthen partnerships with HIV and STD programs to establish mobile COVID-19 vaccine clinics for homebound individuals in community of high social vulnerability.
 13. Translate communication materials into community-specific language or dialects in an accurate manner.
 14. Establish a vaccine equity official.
- N. Uninsured for COVID vaccination for those patients that are 19 years of age and older:
1. Administer the COVID vaccine for free.
 2. Add total COVID vaccine administrations to the invoice that was provided.
 3. The SUBRECIPIENT may charge up to \$20.72 for each COVID vaccine administration.
 4. Email the invoice to Immunization Program Manager Rich Lakin at rlakin@utah.gov.
 5. The SUBRECIPIENT cannot charge staff time to any federal funding source.
- O. For those patients that qualify for Vaccine for Children (VFC) (19 years of age and younger):
1. Follow standard VFC policy and charge an administration fee to the patient up to \$20.72 for COVID; **OR**
 2. Provide the COVID vaccine for free.
 - (a) The SUBRECIPIENT shall include the following columns and report expenditures within each column in the Monthly Expenditure Report.
 - (i) Use Supplemental 4 for staff first.
 - (ii) When Supplemental 4 funding is exhausted, SUBRECIPIENT shall notify the DEPARTMENT in writing to request use of ARPA funds.
 - (iii) Upon Department approval, SUBRECIPIENT can charge staff time to available ARPA funding, as provided in this contract.
 3. If the SUBRECIPIENT charges an administrative fee, they cannot charge staff time to any federal funding source.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2419504
DHHS Log Number

242700089
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department-- PDG B-5 Activity 6- 23-25 Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** Amending for the purposes of allocating Year 2 funding of the Preschool Development Grant B-5 per contractual agreement.
4. **CHANGES TO CONTRACT:**

1. Update of the program code for 2024; allocating year two funding in the amount of \$30,000, bringing the total amount allocated under this contract to \$60,000.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

| | | | |
|----------------------------------|--|--------------------------------------|----------------|
| Federal Program Name: | Preschool Development Grants Birth to Five (PDG B-5) Renewal Grant - Utah | Award Number: | 90TP0102-02-00 |
| Name of Federal Awarding Agency: | U.S. Department of Health and Human Services, Administration for Children and Families | Federal Award Identification Number: | 90TP0102 |
| Assistance Listing: | ESSA PRESCHOOL DEVELOPMENT GRANTS BIRTH THROUGH FIVE | Federal Award Date: | 11/9/2023 |

| | | | |
|----------------------------|--------|-----------------|---------|
| Assistance Listing Number: | 93.434 | Funding Amount: | \$30000 |
|----------------------------|--------|-----------------|---------|

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 12/31/2023.
 - 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.
 - 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.
-

Intentionally Left Blank

Contract with Utah Department of Health & Human Services and San Juan County, Log # 2419504

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams Date
County Commission Chair

By: _____
Tracy S. Gruber Date
Executive Director, Department
of Health & Human Services



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: Approval of San Juan County Health Department--
Preschool Development Grant B-5 Activity 6- 23-25
Amendment 1 by Grant Sunada, Public Health Director

RECOMMENDATION: Approve

SUMMARY

The purpose of this contract is to allow the expansion of care coordination efforts by the health department to include early childhood birth-8 populations by expanding nursing and community health worker services, specifically as follows:

- Extend Nurse Home Visiting Program to beyond ages 0-5 to include up to age 8
- Increase enrollment in Nurse Home Visiting Program.
- Assist with resource connections for families who do not qualify for the Children with Special Health Care Needs Program.

HISTORY/PAST ACTION

This is a new contract.

FISCAL IMPACT

Amending for the purposes of allocating Year 2 funding of the Preschool Development Grant B-5 per contractual agreement. Allocating year two funding in the amount of \$30,000, bringing the total amount allocated under this contract to \$60,000.

The county is required to provide a non-federal match in the form of cash or in-kind contributions equaling at least 30% of actual expenditures. This should be reported and certified along with submission of invoicing.

- Annual match requirements, January 1, 2024 - December 30, 2024: \$9,000.

Funding for this match has been identified within the County’s contribution to the Public Health Department. In addition, cash and in-kind contributions are being tracked, documented, and reported to the Department of Health and Human Services.



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: Approval of San Juan County Health Department Public Health Infrastructure - 2023 Amendment 1 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this amendment is to include pertinent sections related to Strategy A3: Data Modernization. This includes adding funds, definitions, outcomes, outcome measurements, etc. It also includes an update of the department contact to reflect current staff.

The general purpose of this contract is to provide support for core infrastructure improvements that include the agency's foundational capabilities and workforce. The objectives are as follows:

Foundational Capabilities –

- Prioritize activities within their jurisdiction that lead to improved organizational systems and processes and evidence of stronger public health foundational capabilities
 - in service of residents and communities in San Juan County and
 - that allow for increased communication and coordination across cities, counties, tribes, academic/community organizations, and states in the San Juan County region.

Workforce Development (5 years) –

- Prioritize activities within their jurisdiction that lead to the key outcomes that include increased size and capabilities of the public health workforce when facing future emergencies and ongoing challenges; and
- Increase effectiveness of leadership and data science development training programs to address health disparities, and increased leadership and data science competency of emerging public health professionals representing communities in San Juan County as compared to baseline.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

The federally reimbursed amount of \$5,835.00 for A3 was added for the period November 1, 2023 to November 30, 2024.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2302106

DHHS Log Number

232701308

State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan Public Health Department – PH Infrastructure 2023 Amendment 1.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to include pertinent sections related to Strategy A3: Data Modernization. This includes adding funds, definitions, outcomes, outcome measurements, etc. It also includes an update of the department contact to reflect current staff.

4. **CHANGES TO CONTRACT:**

1. Attachment "A", effective November 1, 2023, is replacing Attachment "A", which was effective January 2023. Pertinent sections amended to include "A3: Data Modernization" definition (II.C), outcomes (IV.A.3), outcome measurements (V.C), funding (VIII.A-B), and invoicing (IX.A). Program Contact updated to Elisabeth Litster (III.A.2).

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 11/01/2023.
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.

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.
-

Intentionally Left Blank

Contract with Utah Department of Health & Human Services and San Juan County, Log # 2302106

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams Date
County Commission Chair

By: _____
Tracy S. Gruber Date
Executive Director, Department
of Health & Human Services

Attachment A: Scope of Work
 San Juan County HD - PH Infrastructure 2023 Amendment 1
 Effective Date: November 1, 2023

I. GENERAL PURPOSE

- A. The general purpose of this contract is to provide support for core infrastructure improvements that include, but are not limited to the agency's workforce, foundational capabilities, and data infrastructure.

II. DEFINITIONS

- A. "A1" means Component A: Strengthening public health infrastructure, under Strategy A1: Workforce, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- B. "A2" means Component A: Strengthening public health infrastructure, under Strategy A2: Foundational Capabilities, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- C. "A3" means Component A: Strengthening public health infrastructure, under Strategy A3: Data Modernization, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."
- D. "CDC" means the Centers for Disease Control and Prevention.
- E. "Department" means Utah Department of Health and Human Services.
- F. "Subrecipient" means Contractor and legal name of the vendor as noted on Contract Page One.

III. PROGRAM CONTACT

- A. The Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:
1. For program management, contact:
 Jenny Starley, Workforce Development Coordinator
 Division of Population Health
 (385) 454-3134
 jstarley@utah.gov
 2. For general programmatic questions, contact:
 Elisabeth Litster, Contract/Grant Analyst
 Division of Population Health
 (385) 266-0510
 elitster@utah.gov
 3. For financial or budget assistance, contact:
 Jerry Edwards, Finance Manager
 Department of Health and Human Services Operations
 (801) 557-8260
 jedwards@utah.gov

IV. OUTCOMES

A. OUTCOMES

1. The desired outcome for Strategy A1: Workforce of this contract is a reinforced and expanded public health workforce through hiring, retaining, supporting, and training the workforce and by strengthening relevant workforce planning, systems, processes, and policies.
2. The desired outcome for Strategy A2: Foundational Capabilities of this contract is a strengthened public health infrastructure through improved systems, processes, and policies to ensure a strong core infrastructure needed to protect health and provide fair opportunities for all.
3. The desired outcome for Strategy A3: Data Modernization of this contract is a more modern and efficient data environment, increased data interoperability, and increased availability and use of public health data.

V. OUTCOME MEASUREMENTS

A. The outcome measurements for Strategy A1: Workforce include:

1. Number of diverse public health staff, disaggregated by the characteristics and demographics identified by the department and local health department that are reflective of the local population, hired as compared to annual baseline levels, set in January for each year of the contract.
2. Total size of the workforce, over time, by job type or classification, program area, and hiring mechanism or employment status based upon identified needs of the agency.

B. The outcome measurements for Strategy A2: Foundational Capabilities include:

1. Number of improved organizational systems and processes as compared to annual baseline levels, set in January for each year of the contract.
2. Self assessment score of public health foundational capabilities as compared to annual baseline levels, set in January for each year of the contract.

C. The outcome measurements for Strategy A3: Data Modernization include at least one of the following:

1. Self assessment of public health data infrastructure, data science, and informatics capabilities and capacities as compared to annual baseline levels, set in January for each year of the contract.
2. Self assessment score of capacity to quickly analyze, interpret, and act on data as compared to annual baseline levels, set in January for each year of the contract.

VI. OUTCOME REPORTING

- ##### A. The Department is federally required to reduce or eliminate the administrative requirements and reporting burden put upon local health departments supporting

grant activities, and the Department cannot request or require additional programmatic reports, work plans, or expenditure information from local health departments beyond what is required by the grant, unless otherwise required by law. Therefore, the outcome reporting for Strategy A1: Workforce, Strategy A2: Foundational Capabilities, and Strategy A3: Data Modernization include:

1. Quantitative Reporting
 - a. The Subrecipient shall report the outcome measurements listed in Section V. to the Department at a frequency and format as determined by the CDC; and
2. Qualitative Reporting
 - a. The Subrecipient shall provide a qualitative summary of successes and challenges to the Department at regularly attended meetings, which may include governance, local health officer committee, and public health coordination meetings.

VII. RESPONSIBILITIES OF SUBRECIPIENT

- A. For A1, Subrecipient will utilize funds according to CDC guidance provided in related document [Foa_Content_of_CDC-RFA-OE22-2203 \(9\).pdf](https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034) (see Part II. A. 2. ii. on page 6), which can be found at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034>, to:
 1. Prioritize activities within their jurisdiction that lead to the key outcomes that include increased hiring of diverse staff and increased size and capabilities of the public health workforce with improved wages and protections; and
 2. Increase effectiveness of leadership and data science development training programs to address health disparities and advance health equity, and increased leadership and data science competency of diverse and representative emerging public health professionals as compared to annual baseline levels, set in January for each year of the contract.
- B. For A2, Subrecipient will utilize funds according to CDC guidance provided in related document [Foa_Content_of_CDC-RFA-OE22-2203 \(9\).pdf](https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034) (see Part II. A. 2. ii. on page 6), which can be found at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034>, to prioritize activities within their jurisdiction that lead to improved organizational systems and processes and evidence of stronger public health foundational capabilities.
- C. If an activity is not clearly aligned with guidance, Subrecipient shall inquire of Department prior to initiating activity to ensure activity meets requirements of guidance.
- D. Subrecipient shall provide a point of contact.

VIII. FUNDING

- A. Total funding is \$349,524.00
 1. \$328,129.00 for A1 for the period January 15, 2023 to November 30, 2027.
 2. \$15,560.00 for A2 for the period January 15, 2023 to November 30, 2023.
 3. \$5,835.00 for A3 for the period November 1, 2023 to November 30, 2024.

- B. This is a Cost Reimbursement contract. The Department agrees to reimburse the Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the performance of this contract.
1. Cost Reimbursement – Budget

| Description | Amount |
|-------------------------------|--------------|
| A1: Workforce Development | \$328,129.00 |
| A2: Foundational Capabilities | \$15,560.00 |
| A3: Data Modernization | \$5,835.00 |
- C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on the contract pages of this Contract.
- D. Pass-Through Agency: Utah Department of Health and Human Services.
- E. Number assigned by the Pass-through Agency: State Contact Number, as recorded on the contract pages of this Contract.
- F. All future year funding will be based on CDC satisfactory programmatic progress and the availability of funds.

IX. INVOICING

- A. In addition to the Utah Department of Health and Human Services General Provisions of the contract the Subrecipient shall report the amount of funds utilized to the Department each month in the Monthly Expenditure Report and include one line for each funding source in the report; and
1. A1 - PH Infrastructure
 2. A2 - PH Infrastructure
 3. A3 - PH Infrastructure
- B. In addition to the Utah Department of Health and Human Services General Provisions of the contract the Subrecipient shall submit the July invoice no later than August 15 of each year.

X. REPORTING

- A. The Subrecipient shall provide a summary of successes and challenges at meetings, which may include; governance, local health officer committee, and public health coordination meetings according to agreed upon timelines with the Department;
- B. The Subrecipient shall provide input when requests from the Department are made to ensure accountability of outcomes when public health system/statewide reporting is required by the CDC according to agreed upon timelines with the Department; and
- C. The Subrecipient shall provide an estimated number of staff hired through this grant to contribute to an annual statewide progress report, as required by the CDC according to agreed upon timelines with the Department.

XI. AMENDMENTS AND TERMINATION

- A. If the Contract is not amended to add funds, the Contract shall terminate as of November 30, 2027.

XII. FUNDING REQUIREMENTS

- A. Funding restrictions to consider while planning and budgeting are provided below, as provided by the CDC. Funds may not be used for:
1. Research;

2. Clinical care except as allowed by law;
3. Funds may be used for reasonable program purposes, including personnel, travel, supplies, and services;
4. Generally, funds may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget;
5. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient; and
6. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 - b. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation; administrative action, or Executive order proposed or pending before any legislative body;
 - c. See Additional Requirement (AR) 12 (see: <https://www.cdc.gov/grants/additional-requirements/ar-12.html>) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients (see: http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).

XIII. REQUIRED DISCLOSURES

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75. 113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
 Ackeem Evans, Grants Management Officer/Specialist
 Centers for Disease Control and Prevention
 Branch 6
 2939 Brandywine Rd,
 Atlanta, GA 30341
 Email: qtq4@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
 Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC, 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGrantDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contract under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.971. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U. S. C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: Approval of COVID-19 San Juan County HD – Paycheck Protection Program and Healthcare Enhancement Act (PPPHEA) Expansion 2021 Amendment 3 by Grant Sunada, Public Health Director

RECOMMENDATION: Approve

SUMMARY

This funding helps response to COVID-19 and other emerging infections and conditions of public health significance, as long as their primary duties are related to COVID-19 activities.

HISTORY

Approval

FISCAL IMPACT

The contract termination date is being changed. The original termination date was July 31, 2024. The contract period is being increased by 2 years. The new contract termination date is July 31, 2026.

The contract amount is being changed. The funding amount will be increased by \$546,974.00 in federally reimbursable funds.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2115321
DHHS Log Number

212702391
State Contract Number

1. **CONTRACT NAME:** The name of this contract is COVID-19 San Juan County HD – PPPHEA Expansion 2021 Amendment 3.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL
Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to change the termination date, increase the contract amount, and replace Attachment A: Scope of Work in exchange for continued services.
4. **CHANGES TO CONTRACT:**

1. The contract termination date is being changed. The original termination date was July 31, 2024. The contract period is being increased by 2 years. The new contract termination date is July 31, 2026.
2. The contract amount is being changed. The original amount was \$1,923,442.00. The funding amount will be increased by \$546,974.00 in federal funds. New total funding is \$2,470,416.00.
3. Attachment A: Scope of Work, effective December 1, 2023, is replacing Attachment A: Special Provisions which was effective May 15, 2023. The document title is changed, Article 1 "Definitions" is changed to include new definitions. Article 2 "Funding" is changed to update Cost Reimbursement - Budget. Article 3 "Invoicing" is changed to update the funding source columns. Article 4 "PPPHEA Responsibilities of Grantee" is added. Article 5 "EED Responsibilities of Grantee" is changed to update required responsibilities.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

| | | | |
|-----------------------|-----------------------------------|---------------|----------------|
| Federal Program Name: | ELC - Epidemiology and Laboratory | Award Number: | 6 NU50CK000536 |
|-----------------------|-----------------------------------|---------------|----------------|

| | | | |
|----------------------------------|---|--------------------------------------|--------------|
| | Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) | | |
| Name of Federal Awarding Agency: | Centers for Disease Control and Prevention | Federal Award Identification Number: | NU50CK000536 |
| Assistance Listing: | | Federal Award Date: | 10/19/2023 |
| Assistance Listing Number: | | Funding Amount: | \$541279.00 |

Add

| | | | |
|----------------------------------|---|--------------------------------------|----------------|
| Federal Program Name: | ELC - Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) | Award Number: | 6 NU50CK000536 |
| Name of Federal Awarding Agency: | Centers for Disease Control and Prevention | Federal Award Identification Number: | NU50CK000536 |
| Assistance Listing: | | Federal Award Date: | 10/19/2023 |
| Assistance Listing Number: | | Funding Amount: | \$5695.00 |

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 12/01/2023.
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.
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.

Intentionally Left Blank

Contract with Utah Department of Health & Human Services and San Juan County, Log #
2115321

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams Date
County Commission Chair

By: _____
Tracy S. Gruber Date
Executive Director, Department
of Health & Human Services

Attachment A: Special Provisions
COVID-19 San Juan County HD – PPPHEA Expansion 2021 Amendment 3

1. DEFINITIONS:

- 1.1 **“CDC”** means Centers for Disease Control and Prevention.
- 1.2 **“Contact Tracing”** means the process of identifying people who have recently been in contact with someone diagnosed with an infectious disease.
- 1.3 **“DHHS”** means Utah Department of Health and Human Services, Office of Emerging Infections.
- 1.4 **“EED”** means Enhancing Detection Expansion
- 1.5 **“ELC”** means Epidemiology and Laboratory Capacity.
- 1.6 **“PPPHEA”** means Paycheck Protection Program and Healthcare Enhancement Act
- 1.7 **“Grantee”** means Contractor
- 1.8 **“UT-NEDSS”** means Utah’s national electronic disease electronic surveillance system.
- 1.9 **“Vulnerable Populations”** means racial and ethnic minority communities, refugees, people with disabilities, people experiencing homelessness and/or substance use disorder, people who are economically disadvantaged, tribal nations, schools/ childcare settings.

2. FUNDING:

- 2.1 Total funding is \$2,470,416.00. Contract end date is July 31, 2026.
- 2.2 This is a Cost Reimbursement contract. DHHS agrees to reimburse the Grantee up to the maximum amount of the contract for expenditures made by the Grantee directly related to the performance of this contract.

Cost Reimbursement – Budget

| <u>Description</u> | <u>Amount</u> |
|---------------------------------|----------------|
| PPPHEA | \$5,695.00 |
| Previous PPPHEA Expansion (EED) | \$1,923,442.00 |
| New PPPHEA Expansion (EED) | \$541,279.00 |
| Total | \$2,470,416.00 |

- 2.3 The Federal funds provided under this contract are from the Federal Program and award as recorded on the Contract Pages.
- 2.4 Pass-through Agency: Utah Department of Health and Human Services.
- 2.5 Number assigned by the Pass-through Agency: State Contract Number, as recorded on the Contract Pages this contract.

3. INVOICING:

In addition to the contract General Provisions, the Grantee shall:

- 3.1 Include one column for each funding source in the Monthly Expenditure Report.
 - (A) PPPHEA
 - (B) EED
- 3.2 Submit the June invoice no later than July 15 annually.
- 3.3 All final grant expenses must be submitted on the August 2026 Monthly Expenditure Report by September 30, 2026. No additional expenses will be paid out after that, as the liquidation period will be final.

4. PPPHEA RESPONSIBILITIES OF GRANTEE:

- 4.1 The Grantee shall attend monthly DHHS coordination meetings.
- 4.2 For Contact Tracing the Grantee shall:
 - (A) complete the case investigation, preferably within 24 hours after receiving the lab result;
 - (i) Enter all minimum data elements in UT-NEDSS, when available.
 - (ii) Enter the optimal data elements into UT-NEDSS at the Grantee's discretion.
 - (B) complete Contact Tracing, preferably within 24 hours after completing the case investigation; and
 - (C) route cases to DHHS at the Grantee's discretion.
- 4.3 Contact Tracing staff may perform other duties as needed in response to COVID-19 and other emerging infections and conditions of public health significance.
- 4.4 For infection, prevention and control the Grantee shall provide activities to support long term care facilities investigation in coordination with DHHS.
- 4.5 For targeted testing the Grantee shall propose locations to deploy the rapid testing machines.
 - (A) Priority is given to geographic clusters of infectious disease, worksites, and healthcare settings.
- 4.6 For epidemiology the Grantee shall:
 - (A) conduct COVID-19 case investigations and enter data into EpiTrax;
 - (B) conduct surveillance of COVID-19 and other emerging infections and conditions of public health significance within the Grantee's jurisdiction; and
 - (C) detect and respond to COVID-19 and other emerging infections and conditions of public health significance.
- 4.7 PPPHEA funds must be used for the duties listed above.

5. EED RESPONSIBILITIES OF GRANTEE:

- 5.1 For Infection Prevention and Control the Grantee shall:
- (A) acquire certification in Infection Prevention and Control by an Infection Preventionist, no later than July 31, 2026;
 - (B) provide community outbreak identification and response;
 - (C) participate in certification in Infection Prevention and Control credential certification for outbreak response staff;
 - (D) participate in the Infection, Prevention, and Control training program;
 - (E) disseminate Project Firstline curriculum in healthcare facilities within the health department's jurisdiction;
 - (F) provide activities to support long-term care facilities investigation in coordination with DHHS; and
 - (G) attend meetings called by DHHS.
- 5.2 For Epidemiology the Grantee shall:
- (A) attend meetings called by DHHS;
 - (B) conduct COVID-19 case investigations and enter data into EpiTrax;
 - (C) conduct surveillance of COVID-19 and other emerging infections and conditions of public health significance within the jurisdiction; and
 - (D) detect and respond to COVID-19 and other emerging infections and conditions of public health significance.
- 5.3 For Vulnerable Populations the Grantee shall:
- (A) reach Vulnerable Populations through communication including translated educational materials, interpreters, ADA compliant websites and materials, outreach, transportation, testing, Contact Tracing, data (including Service Point), and provide resources to prevent COVID-19 in Vulnerable Populations;
 - (B) aim to address social determinants of health barriers that have resulted from COVID-19 (ex; mobile Wi-Fi hotspots for increased internet access for student engagement, working with food banks, working with housing partners, etc.);
 - (C) work with DHHS to carry out assessments and implement strategies to prevent and protect Vulnerable Populations;
 - (D) track the population size, outreach/engagement data (such as vaccine clinics), resources allocated, and efforts with Vulnerable Populations;
 - (E) coordinate with the Refugee Health Program to share vaccine and resource coordination within the refugee population;
 - (F) partner with CBOs and other non-profits in their areas to increase their reach and support to Vulnerable Populations. Encouraged to set up community clinics and ADA compliant/mobile/in-home vaccines and transportation to sites to ensure reach within Vulnerable Populations. Aim to incorporate Health Equity Best Practices for

Working with Vulnerable Populations at Community Vaccine Clinics (related to staffing, law enforcement, IDs, registration, etc.);

- (G) establish or enhance testing for COVID-19/SARS-CoV-2 in Vulnerable Populations;
- (H) provide wrap-around services to Vulnerable Populations to support quarantine and isolation, as needed;
- (I) provide surveillance, testing, analysis, Contact Tracing, and/or vaccine administration to identified Vulnerable Populations (such as persons with disabilities, people experiencing homelessness, racial and ethnic minority communities, older adults, etc.);
- (J) send a representative to attend the COVID-19 Vulnerable Populations workgroup once each month; and
- (K) provide wrap-around services to support individuals impacted by COVID-19 to obtain needed resources such as hoteling, food, laundry, mental health services, etc. Housing support beyond hoteling is not allowed.

5.4 For Community Health Workers the Grantee shall:

- (A) maintain a minimum of one (1) FTE temporary Community Health Worker (CHW);
- (B) work with CHWs and other staff and community partners to reach out to vulnerable communities;
- (C) identify persons in need and help prevent COVID-19 through outreach and education; and
- (D) provide needed resources (wrap-around services, testing, vaccines) to persons in need. Rent and mortgage assistance is unallowable.

5.5 For Contact Tracing the Grantee shall:

- (A) Complete the case investigation, preferably within 24 hours after receiving the lab result.
 - (i) Enter all minimum data elements in UT-NEDSS, when available.
 - (ii) Enter the "optimal" data elements into UT-NEDSS at the Grantee's discretion.
 - (iii) Complete Contact Tracing, preferably within 24 hours after completing the case investigation.
 - (iv) Route cases to DHHS at the Grantee's discretion.
 - (v) Contact Tracing staff may perform other duties as assigned in response to COVID-19 and other emerging infections and conditions of public health significance, as long as their primary duties are related to COVID-19 activities as outlined in Utah's ELC Enhancing Detection Expansion workplan.

5.6 For ELC Coordinator the Grantee shall:

- (A) maintain a minimum of one (1) FTE ELC Coordinator employee to work on grant and contract management in coordination with DHHS; and
 - (B) ensure contract deliverables are met, ensure monitoring activities occur regularly through the duration of the project period. Work with DHHS staff to make adjustments and corrections as needed to effectively accomplish objectives as outlined in this contract.
- 5.7 Grantee shall ensure EED funds for COVID-19 response are related to the response and mitigation activities listed in section 5.1-5.6 and additional activities, including but not limited to the following:
- (A) data collection, analysis, and interpretation;
 - (B) public information/health communication;
 - (C) testing/mobile teams;
 - (D) personnel costs;
 - (E) supplies, software, hardware, and equipment up to \$5,000.00;
 - (F) DHHS approval is required for single item supplies and equipment of \$5,000.00 or more;
 - (G) training and education provided for employee development;
 - (H) wrap-around services to support individuals impacted by COVID-19 to obtain needed resources such as hoteling, food, laundry, mental health services, etc. (housing support beyond hoteling is not allowed);
 - (I) other expenses as required for COVID-19 mitigation and response efforts according to CDC guidance, described in this contract;
 - (J) Grantee shall ensure expenses are approved in coordination with DHHS prior to obligating funds for projects that are not clearly allowable based on CDC guidance; and
 - (K) Grantee must retain backup documentation regarding the items billed.
6. REPORTS:
- 6.1 Submit monthly contract monitoring report including detail of activities by category as described in the contract within 20 days after the end of the previous month.
 - 6.2 Provide the number of people in the local health department that have used the hoteling funding for quarantine and isolation.
7. REQUIRED DISCLOSURE:
- Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Grantees must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

Kim McDowell, Grants Management Specialist

Centers for Disease Control and

Prevention Branch 1

2939 Flowers Road, MS-TV2

Atlanta, GA 30341

Email: qpx9@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services

Office of the Inspector General

ATTN: Mandatory Grant Disclosure, Intake Coordinator

330 Independent Avenue, SW

Cohen Building, Room 5527

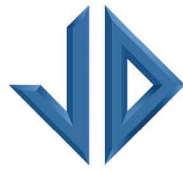
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

8. OUTCOMES:

The desired outcome of the contract is to mitigate the spread of COVID-19.

- (A) Performance Measure: COVID-19 case counts within Grantee's jurisdiction.
- (B) Reporting: The Grantee shall complete the case investigation, preferably within 24 hours after receiving the lab result.



**Jones & DeMille
Engineering**

www.jonesanddemille.com | 800.748.5275

WORK ORDER AND AGREEMENT

| PROJECT INFORMATION | | CLIENT | |
|--|-------------------------|----------|---------------------------------|
| Project Name: | | Name: | San Juan County |
| San Juan County - 2024 Building Inspections | | Address: | Attn: Mack McDonald |
| | | | PO Box 338 |
| | | | Monticello, UT 84535 |
| Project #: 2311-064 | | Phone: | (435) 587-3225 / (435) 459-1054 |
| Date: 12/1/2023 | PM: Jamison Christensen | Fax: | |
| | | Email: | mmcdonald@sanjuancounty.org |

Scope of Work

Residential Inspections

- Plan Review: plans will be reviewed for compliance with building code and San Juan County requirements prior to the issuance of a building permit.
- Inspection Schedule –performed on an as-needed basis. The Client may request services for the following inspections:
 - Footings – Rebar placement and spacing, footing dimensions, UFR ground, etc.
 - Stem Walls – Forms, rebar placement, anchor bolts, tie-downs, etc.
 - 4-Way – Framing, Electrical, Plumbing, HVAC
 - Final – Final Construction inspection, safety
 - Return inspections
- Inspection Reporting – JDE will provide prompt inspection reporting as required by San Juan County after each inspection has been performed.

Commercial Inspections

- Plan Review: commercial construction plans will be reviewed for compliance with building code and San Juan County requirements prior to the issuance of a building permit.
- Inspections will be performed on an as-needed basis. JDE may use a subcontractor for certain specialized inspections.

Assumptions and Limitations:

1. JDE will perform the inspection services as an authorized representative of San Juan County and will seek the same protections and immunity offered county employees through state statutes by contract with the County.
2. All training and certifications will be obtained and maintained current by J&DE with no direct charge to the Client.
3. Residential inspections and commercial inspections will be conducted on an as-needed basis.

Agreement

Jones & DeMille Engineering, Inc. (JDE) will submit progress invoices to Client and a final bill upon completion of the services. Each invoice is due upon receipt. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on accounts thirty (30) days past due. Any attorneys’ fees or other costs incurred in collecting any delinquent amounts shall be paid by the Client. JDE reserves the right to file a lien within 90 days of completion of services if the invoice has not been paid.

Unless otherwise agreed, client will furnish right-of-way entry for JDE.

Reports, plans, and other work prepared by JDE remain the property of JDE. Client agrees that all reports and other work furnished to the Client and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction.

JDE agrees, in connection with services performed under this Agreement, that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made. Liability is limited to fees paid. JDE’s Standard Terms & Conditions are attached hereto and incorporated herein by reference.

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200A
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 107/109
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Dr
Suite C
Evanston, WY 82931
307.288.2005

Fee Schedule

The client agrees to pay in accordance with the following billing structure:

Per attached hourly rates effective May 1, 2023; hourly with an estimated fee of \$15,000. JDE reserves the right to adjust billing rates based on market conditions and rate adjustments. Services beyond the scope outlined above will be based on hourly rates.

JONES & DEMILLE ENGINEERING, INC.

SAN JUAN COUNTY

Burt Jonsson

Signature

Signature

Director

Title

Title

December 1, 2023

Date

Date





STANDARD TERMS AND CONDITIONS

I. SCOPE

Jones & DeMille Engineering, Inc. ("JDE") agrees to perform the services described above which incorporates these terms and conditions. JDE's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that JDE shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Unless modified in writing by the parties hereto, the duties of JDE shall not be construed to exceed those services specifically set forth in the scope of services. These terms and conditions, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in accordance with the compensation provisions in the Work Order and Agreement. Payment to JDE will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, JDE's standard billing rates shall apply.

III. RESPONSIBILITY

JDE is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. JDE shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. JDE does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, JDE shall act as agent of Client. JDE's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of JDE's personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the Work is generally proceeding in conformance with the intent of the project specifications and contract documents and does not constitute any form of guarantee or assurance with respect to contractor's performance. JDE shall have no responsibility for the contractor's means, methods, techniques, sequences, for safety precautions and programs incident to the contractor's work, or for any failure of contractor to comply with laws and regulations applicable to performing its work.

IV. ATTORNEYS' FEES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

V. SUBCONTRACTS

JDE shall be entitled, to the extent determined to be appropriate by JDE, to subcontract any portion of the Work to be performed under this Agreement.

VI. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or JDE without the prior written consent of the other.

VII. INTEGRATION

These terms and conditions represent the entire understanding of Client and JDE as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered, except in writing signed by both parties, provided further that any terms and conditions in any task order or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are deemed null and void.

VIII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Utah. Jurisdiction of litigation arising from the Agreement shall be in the state of Utah.

IX. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with such laws, but the remainder of the Agreement shall be in full force and effect.

X. NO BENEFIT FOR THIRD PARTIES

The services to be performed by JDE hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on JDE's performance of its services hereunder.

XI. WORK PRODUCT

JDE and Client recognize that JDE's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify JDE against all losses, damages, costs and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XII. LIMIT OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of JDE and JDE's officers, directors, partners, employees, agents and consultants, or any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of JDE or JDE's officers, directors, partners, employees, agents and consultants, or any of them, shall not exceed the total amount of compensation for services.

XIII. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to JDE, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. JDE shall be compensated for its reasonable expenses resulting from such suspension, including mobilization and de-mobilization. If suspension is greater than 30 days, then JDE shall have the right to terminate this Agreement in accordance with Article XIV, Termination of Work.

2. **By JDE.** By written notice to Client, JDE may suspend the Work if JDE reasonably determines that working conditions at the site (outside JDE's control) are unsafe, or in violation of applicable laws, or for other circumstances not caused by JDE that are interfering with the normal progress of the Work. JDE's suspension of Work hereunder shall be without prejudice to any other remedy of JDE at law or equity.

XIV. TERMINATION OF WORK

This Agreement shall be terminated as follows:

1. **Client** (a) for its convenience on 30 days' notice to JDE, or (b) for materially breaches of this Agreement through no fault of Client and JDE neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to JDE.

2. **By JDE** (a) for cause, if Client materially breaches this Agreement through no fault of JDE and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after JDE has given written notice of the alleged breach to Client, or (b) upon 5 days' notice if Work under this Agreement has been suspended by either client or JDE in the aggregate for more than 30 days.

3. **Payment upon Termination.** In the event of termination, JDE shall perform such additional work as is reasonably necessary for the orderly closing of the Work. JDE shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of JDE by Client for cause, JDE shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XV. CONSTRUCTION OBSERVATION

If expressly included in the services, JDE's services during construction shall be limited to observation and testing of construction materials. JDE shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify JDE at last 24 hours in advance of any field tests and observations required by the construction documents. Client will indemnify and hold

JDE harmless for its failure to retain JDE's services according to written reports, plans and specifications.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the JDE Project Manager and to the person authorized on behalf of the Client and shall be effective upon delivery to the addresses stated in this Agreement.

XVII. HOLD HARMLESS

JDE's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce design professional's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify JDE from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

XVIII. BETTERMENT

If, due to the JDE's negligence, a required item or component of the Project is omitted from the JDE's construction documents, the JDE shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will JDE be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

XIX. ESTIMATES OF PROBABLE CONSTRUCTION COST

In providing estimates of probable construction cost, the Owner understands that the JDE has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the JDE's estimates of probable construction costs are made on the basis of the consultant's professional judgment and experience. JDE makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the JDE's estimate of probable construction cost.

JDE initials

BS

Client initials

Jones & DeMille Engineering, Inc.
ENGINEERING SERVICES HOURLY RATES

As of May 1, 2023

ENGINEERING SERVICES

| | |
|-----------------------------|-----------|
| Principal | \$ 260.00 |
| Senior Planner | \$ 210.00 |
| Planner II | \$ 140.00 |
| Planner I | \$ 100.00 |
| Structural Engineer | \$ 227.00 |
| Senior Project Manager II | \$ 239.00 |
| Senior Project Manager I | \$ 209.00 |
| Project Manager III | \$ 189.00 |
| Project Manager II | \$ 181.00 |
| Project Manager I | \$ 163.00 |
| Assistant Project Manager | \$ 145.00 |
| Senior Project Engineer III | \$ 195.00 |
| Senior Project Engineer II | \$ 171.00 |
| Senior Project Engineer I | \$ 160.00 |
| Project Engineer | \$ 150.00 |
| Graduate Engineer IV | \$ 145.00 |
| Graduate Engineer III | \$ 130.00 |
| Graduate Engineer II | \$ 115.00 |
| Graduate Engineer I | \$ 95.00 |

CONSTRUCTION SERVICES

| | |
|--|-----------|
| Senior Construction Project Manager | \$ 163.00 |
| Construction Project Manager II | \$ 135.00 |
| Construction Project Manager I | \$ 126.00 |
| Senior Construction Engineering Technician | \$ 180.00 |
| Construction Engineering Technician II | \$ 110.00 |
| Construction Engineering Technician I | \$ 90.00 |

SURVEY/STAKING SERVICES

| | |
|---------------------------------|-----------|
| Professional Land Surveyor II | \$ 175.00 |
| Professional Land Surveyor I | \$ 157.00 |
| Survey Manager | \$ 148.00 |
| Senior Survey Office Technician | \$ 135.00 |
| Survey Office Technician | \$ 120.00 |
| Survey Technician II | \$ 120.00 |
| Survey Technician I | \$ 105.00 |

LAB/MATERIALS TESTING

Testing rates/fees – available upon request

| | |
|-----------------------------|-----------|
| Senior Materials Technician | \$ 137.00 |
| Materials Technician | \$ 85.00 |

ENVIRONMENTAL SERVICES

| | |
|-------------------------------|-----------|
| Environmental Project Manager | \$ 151.00 |
| Environmental Scientist | \$ 132.00 |
| Environmental Technician | \$ 95.00 |

ARCHITECTURAL SERVICES

| | |
|----------------------------|-----------|
| Senior Architect | \$ 185.00 |
| Assistant Project Manager | \$ 145.00 |
| Architectural Designer III | \$ 138.00 |
| Architectural Designer II | \$ 115.00 |
| Architectural Designer I | \$ 105.00 |

CAD SERVICES

| | |
|------------------------|-----------|
| Senior CAD Designer II | \$ 189.00 |
| Senior CAD Designer I | \$ 161.00 |
| CAD Designer III | \$ 145.00 |
| CAD Designer II | \$ 130.00 |
| CAD Designer I | \$ 116.00 |
| Senior CAD Technician | \$ 99.00 |
| CAD Technician | \$ 91.00 |

GIS SERVICES

| | |
|-----------------------|-----------|
| Senior GIS Specialist | \$ 163.00 |
| GIS Specialist | \$ 114.00 |
| GIS Technician | \$ 89.00 |

ADMINISTRATIVE

| | |
|---|-----------|
| Project Accounting Manager | \$ 200.00 |
| Project Accountant | \$ 105.00 |
| Project Accounting Assistant | \$ 93.00 |
| Marketing Manager | \$ 140.00 |
| Marketing Assistant III | \$ 110.00 |
| Marketing Assistant II | \$ 99.00 |
| Marketing Assistant I | \$ 82.00 |
| IT Manager | \$ 165.00 |
| IT Specialist | \$ 143.00 |
| Strategic & Communication Manager | \$ 208.00 |
| Project Administrative Manager | \$ 152.00 |
| Executive Project Assistant II | \$ 149.00 |
| Executive Project Assistant I | \$ 120.00 |
| Senior Project Administrative Assistant | \$ 93.00 |
| Project Administrative Assistant | \$ 79.00 |
| Website Specialist | \$ 109.00 |
| Software Developer | \$ 260.00 |

INTERN SERVICES

| | |
|-----------|----------|
| Intern II | \$ 80.00 |
| Intern I | \$ 70.00 |

OTHER DIRECT COSTS (ODC)

| | |
|-----------------------------|------------|
| Vehicle Mileage (per mile) | \$ 0.655 |
| 4-Wheeler Rental (per day) | \$ 140.00 |
| Professional Subconsultants | Cost + 15% |

Host Agency Acknowledgement

The signature below is to acknowledge and agree that each Shared Agency listed below will join the undersigned Host Agency's Flex public safety software system as a Shared Agency, per the terms of the separately signed Shared Agency Agreement between the individual Shared Agency and Motorola Solutions, Inc., which is subject to the Host Agency's Purchase and License Agreement with Motorola Solutions.

Utah DPS Price Communications, UT

Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

Shared Agency

- San Juan County Sheriff, UT

Shared Agency Agreement

This Shared Agency Agreement, together with the Computer Aided Dispatch and Records System and Services Agreement (“Agreement”) executed by the Host Agency constitutes one integrated agreement and is the complete and exclusive statement of Motorola Solutions’ obligations and responsibilities with regard to the Flex software licensed hereunder (the “Software”). All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the Agreement.

Section 1: Definitions:

- 1. 1 Shared Agency** - A “Shared Agency” is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola Solutions to the Host Agency, as set forth in the Agreement.
- 1. 2 Host Agency** – The “Host Agency” is a current Motorola Solutions licensee and customer that is authorized by Motorola Solutions and has agreed to share its use of the Software installed at its facilities with the Shared Agency.

Section 2: License

- 2. 1 Grant of License.** Motorola Solutions grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 15 of the Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Motorola. Shared Agency agrees to comply with all such terms and conditions.
- 2. 2 Termination.** This Shared Agency Agreement will terminate automatically if and when the Agreement terminates for any reason. Motorola Solutions or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the Agreement. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Motorola Solutions and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2. 3 No Assignment.** The Shared Agency may not assign or transfer this Shared Agency Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola Solutions, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3. 1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This Shared Agency Agreement does not entitle Shared Agency to any Motorola Solutions services beyond the license to use the Software.
- 3. 2 Warranty.** The Warranty Period for the Software (as defined in Section 10.3 of the Agreement and Section 6 of Exhibit A under the Agreement) is limited to the remaining time, if any, originally granted under the Agreement.

Accepted and Approved:

Shared Agency: San Juan County Sheriff, UT

Motorola Solutions, Inc.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Subscription Services Agreement

Motorola Solutions, Inc. (“Motorola”) and San Juan County Sheriff, UT (“Customer”) enter into this Subscription Services Agreement (“Agreement”) pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

“**Administrator**” means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

“**Anonymized**” means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

“**Confidential Information**” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

“**Customer Data**” means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

“**Deliverables**” means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

“**Documentation**” means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

“Effective Date” means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

“Force Majeure” which means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Licensed Product” means 1) Software, whether hosted or installed at Customer’s site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

“Native Data” means data that is created solely by Customer or its agents.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

“Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

“Solution Data” means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

“Statement of Work” If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

“Subscription Services” means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

“Users” means Customer’s authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 Subscription Services. Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola (“Incorporated Document(s)”), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the

Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

2.2 Changes. Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 Non-solicitation. During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 Term. Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement automatically renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 Minimum Initial Term. For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 Renewals. The terms and conditions of the Agreement and will govern any renewal periods.

4. CUSTOMER OBLIGATIONS .Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 Access. To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 Customer Information. If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 Risk of Loss. If any portion of the Solution resides on Customer premises or is under Customer control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 Non-preclusion. If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 Recurring Fees. Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.1.1 No Purchase Order Requirement. For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 Start Up Fees. Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 Fee Change. Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 No Price Guarantee. Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.5 Taxes. The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 Acceptance. The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 Schedule. All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 Force Majeure. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 Licensed Products. Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 Proprietary Rights. Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

8.1 Solution Data. To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 Customer Data. To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 Feedback. Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 "AS IS". THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 Availability and Accuracy. Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 Equipment Sale. Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10. DISCLAIMERS

10.1 Existing Equipment and Software. If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's

existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 Privacy. Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 Social Media. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 Misuse. Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 Liability Limit. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services

provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

11.2 Additional Disclaimers. MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 Essential term. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12 DEFAULT AND TERMINATION

12.1 Default By a Party. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2 Failure To Cure. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services

(but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 Cancellation Fee. If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 Return Confidential Information. Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 Connection Terminated. Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 Equipment Return. Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 Five Year Term. Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1 Settlement. The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 Litigation. A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 Industry Standard. Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information (“CJI”), as defined by the Criminal Justice Information Services Security Policy (“CJIS”), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. Treatment of Confidential Information. During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a “need to know” and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

15.1.2. Ownership of Confidential Information. The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 Proprietary Solution. Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer

and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and maintain the strictest confidence.

15.2.2. Ownership. Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola’s request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party’s Proprietary Rights to the other Party.

15.3 Remedies. Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola’s Property Rights, or the unauthorized use of Motorola’s Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16. GENERAL

16.1 Future Regulatory Requirements. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 Compliance with Applicable Laws. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola’s prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its indemnify expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 Audit. Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 Assignability. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will

not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.5 Subcontracting. Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

16.6 Waiver. Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 Severability. If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.8 Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.9 Headings. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 Governing Law. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

16.11 Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.12 Authority To Execute Agreement. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.13 Return of Equipment. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. **Survival Of Terms.** The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights);; and all General provisions in Section 16.

16.15. **ENTIRE AGREEMENT.** This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

Customer: San Juan County Sheriff, UT

Motorola Solutions

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM
DIGITALEVIDENCEMANAGEMENTSOLUTION

The following additional terms will apply to Subscription Services from Motorola’s Digital Evidence Management Solution.

If any term in this Attachment conflicts with a term in the main body of the Agreement, this Attachment will govern.

1. DATA STORAGE. Motorola will determine, in its sole discretion, the location of the stored content for CommandCentral Evidence Services. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

2. DATA RETRIEVAL. CommandCentral Services will leverage different types of storage to optimize the Subscription Services, as determined in Motorola’s sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

3. API SUPPORT. Motorola will use commercially reasonable efforts to maintain the Application Programming Interface (“API”) offered as part of the CommandCentral Services during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of a 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk to the Subscription Services or the Solution, Motorola will discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

Commercially reasonable efforts will be made to provide monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond Motorola’s control that may impact Motorola’s ability to achieve this goal, including but not limited to a Force Majeure.

Additionally, Motorola will strive to meet the response time goals set forth in the table below.

Response Time Goals

| Severity Levels | Definition | Response Time |
|-----------------|---|--|
| 1 | Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to | Telephone conference within 1 Hour of initial voice notification |

| | | |
|---|---|---|
| | represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available | |
| 2 | Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features | Telephone conference within 3 Business Hours of initial voice notification during normal business hours |
| 3 | Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features. | Telephone conference within 6 Business Hours of initial notification during normal business hours |
| 4 | Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests. | Telephone conference within 2 Standard Business Days of initial notification |

5. MAINTENANCE

Scheduled maintenance of CommandCentral Solutions will be performed periodically. Motorola will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.

6. DEVICES. If Customer elects Motorola's service option for Devices, such service option will be governed by the additional terms and conditions set forth below in this Section.

6.1. For Devices to be eligible for the Device as a Service (“DaaS”) offering the Devices must be on the then current firmware version. The Capture Mobile Camera feature requires the latest version of the Android or iOS operating system. Additionally, Customer’s Wi-Fi network must comply with the requirements found below, Wi-Fi Network Requirements. If Customer’s Wi-Fi network does not comply with these requirements Customer will be responsible for additional costs that may be incurred related to bring the Wi-Fi network into compliance.

6.2. Smart Interface Device Refresh: Customers who have chosen a 5-year Term for the DaaS offering will receive a new version of the Device 30 months from the start of the Term or as soon as a new version is available. The new version Device must be in the same family as the previously selected model. The refresh will only include the Device. Any carry holders, batteries or other accessories will not be refreshed. The Devices being refreshed must be returned to Motorola within 60 days of the refreshed devices being shipped. The customer will be invoiced for any devices not returned or returned damaged or nonfunctional. Subject to Motorola’s receipt of all applicable fees for the 5-year service offering, on expiration of the 5-year term title to any covered Devices will pass to Customer.

6.3. If Customer elects a 5-year or greater Term for the DaaS offering, Motorola will provide the equipment necessary to enable the DaaS. Accessories for the Devices will not be provided and must be purchased separately, if desired.

6.4. Content will be downloadable at any time through the administrative interface during the Term of the Agreement. During the Initial Term, Motorola may provide general assistance as Customer learns to download or store content. After the Initial Term, additional storage term or assistance with downloading of content may be available for an additional fee.

6.5 Wi-Fi Network Requirements

6.5.1 If any of the below items apply, additional deployment services fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20MBps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

6.5.2 The following are not supported:

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite



Quote and Purchase Addendum – FLEX Shared Agency

Customer Bill to Address

San Juan County Sheriff
297 South Main
Monticello, UT 84535
Email: llacy@sanjuancounty.org

Customer Ship to Address

San Juan County Sheriff
297 South Main
Monticello, UT 84535

Quote Details

Quote Date: August 18, 2023
Quote Expiration: Feb. 29, 2024
Quote Number: 230807
Prepared By: Tyler Jensen

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency’s single point of contact. This individual will coordinate Motorola’s staff as needed to ensure a smooth upgrade transition.

FLEX Modules & Services Included in Quote

| | |
|----------------------|----------------------|
| HUB | Mobile Records |
| Sentryx GIS | Mobile Voiceless CAD |
| Law Records | Mobile AVL & Mapping |
| IBR | Mobile StateLink |
| Jail Management | Mobile Accident Form |
| Personnel Management | Mobile Citation Form |

Year 1 Support and Maintenance Included for Modules listed above

Additional Service Hours for Warrants Table

Secondary Database Support

Total FLEX
Year 1:
\$23,815

Total
CommandCentral
Year 1:
\$5,430

CommandCentral Products Included in Quote

CommandCentral Evidence Plus: SSV00S02601A
Field Response Application: SSV00S02604A
Records Management: SSV00S02605A
Optimized Digital Evidence: SSV00S02606A
Community Interaction Tool: SSV00S02782A
CommandCentral Storage: SSV00S02783A
Digital Evidence Delivery Services: ISV00S01459A
Learner LXP Subscription: SSV00S01450B

Grand Total
Year 1:
\$29,245



FLEX Support & Maintenance & CommandCentral Subscription Years 2-5

| | |
|------------------------------------|------------------|
| Year 2 FLEX Support & Maintenance | \$16,886 |
| Year 2 Secondary Database Support | \$4,500 |
| Year 2 CommandCentral Subscription | \$5,430 |
| Year 3 FLEX Support & Maintenance | \$17,477 |
| Year 3 Secondary Database Support | \$4,500 |
| Year 3 CommandCentral Subscription | \$5,430 |
| Year 4 FLEX Support & Maintenance | \$18,089 |
| Year 4 Secondary Database Support | \$4,500 |
| Year 4 CommandCentral Subscription | \$5,430 |
| Year 5 FLEX Support & Maintenance | \$18,722 |
| Year 5 Secondary Database Support | \$4,500 |
| Year 5 CommandCentral Subscription | \$5,430 |
| Total for years 2-5 | \$110,894 |

5 Year Total: \$140,139

Payment Terms

Motorola will invoice Customer annually in advance of each year of the plan.

- Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda.
- Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.
- Full FLEX amount \$32,181 due Net 30 upon invoice sent for the March 1 2024 – Feb 28 2025 maintenance period. FLEX maintenance will be invoiced annually with the maintenance period beginning on March 1 of each year (Year 1 March 1, 2024) and ending on Feb 28/29 of each year for the term of this Agreement.
Terms Net 30



- Full CommandCentral amount due Net 30 upon invoice sent for the March 1 2024 – Feb 28 2025 subscription period. CommandCentral subscription will be invoiced annually with the first year subscription period beginning upon CommandCentral go-live occurring on or after March 1, 2024 and lasting one (1) calendar year for the term of this Agreement. Terms Net 30
- Customer agrees to pay all invoices within thirty (30) business days of invoice date

The Customer’s signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

San Juan County Sheriff, UT

Customer Name

Authorized Signature

Date

Print Name and Title



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: 2024 La Sal Transfer Station Electrical Contract, Jed Tate, Landfill Manager

RECOMMENDATION: Consideration and Approval of La Sal Transfer Station Electrical Contract

SUMMARY

Consideration and approval from the San Juan County Commissioners for the 2024 General Service Contract with Rocky Mountain Power for the La Sal Transfer Station.

HISTORY/PAST ACTION

Board of Commissioners approved installation of power to the La Sal Transfer Station on September 5, 2023.

FISCAL IMPACT

The initial impact will be \$25,217.19, with an additional \$88.73 minimum billing amount per month plus additional usage charges.

(UT Mar2023)
 Account #:59271696 012
 Service ID #:293983639 001
Monthly

Anthony Fiske-Carpenter
 C/C: 11406
 Request #: 7166202
 Contract #:

**GENERAL SERVICE CONTRACT
 (1000 KVA OR LESS)
 between
 ROCKY MOUNTAIN POWER
 and
 SAN JUAN COUNTY**

This General Service Contract ("Contract"), dated January 5, 2024, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **San Juan County** ("Customer"), for electric service for Customer's landfill operation at or near 9 La Sal Transfer Station Road, La Sal 84530, Utah.

Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
2. **Contract Demand.** The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 21 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

Within fifteen (15) days of Customer's written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

3. **Extension Costs.** Company agrees to invest \$2,013.81 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

- **Refund Option.** The total Customer Advance for this work is \$25,467.19, and the **balance due is \$25,467.19**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.
- **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$25,217.19.**
4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$88.73 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

Following execution of Contract but prior to completion of installation of Company's Improvements, Customer may terminate Contract by notifying Company of their intent to not take service. If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. Upon Customer or Company termination of Contract, Customer shall pay Company costs incurred for design, permitting, surveying, cancelation orders, Improvements installed and other associated Contract costs. Customer's Advance, if any, will be applied to costs incurred, and Customer will promptly pay Company any costs in excess of the Advance upon receipt of notice. If the Advance exceeds the costs incurred, Company will promptly refund the portion of the Advance in excess of costs incurred.

However, if Company has completed installation of Improvements and does not terminate Contract, Customer shall be responsible for paying the Contract Minimum Billing for the full Term irrespective of Customer taking, not taking, or terminating service.

7. **Customer Obligations.** Customer agrees to:
- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;

- b) Prepare the route to Company's specifications;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways;
- d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company; and,
- e) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

- 10. Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to

Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by wire or ACH with remittance detail. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.

- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

- 14. Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

- 15. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service

Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. Attorneys' Fees. If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

SAN JUAN COUNTY

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

San Jaun County
ATTENTION OF

PO BOX 188
ADDRESS

Monticello UT, 84535
CITY, STATE, ZIP

EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By _____
signature

Dan Vink Manager
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

320 North 100 West
ADDRESS

Moab UT, 84532
CITY, STATE, ZIP

EMAIL ADDRESS

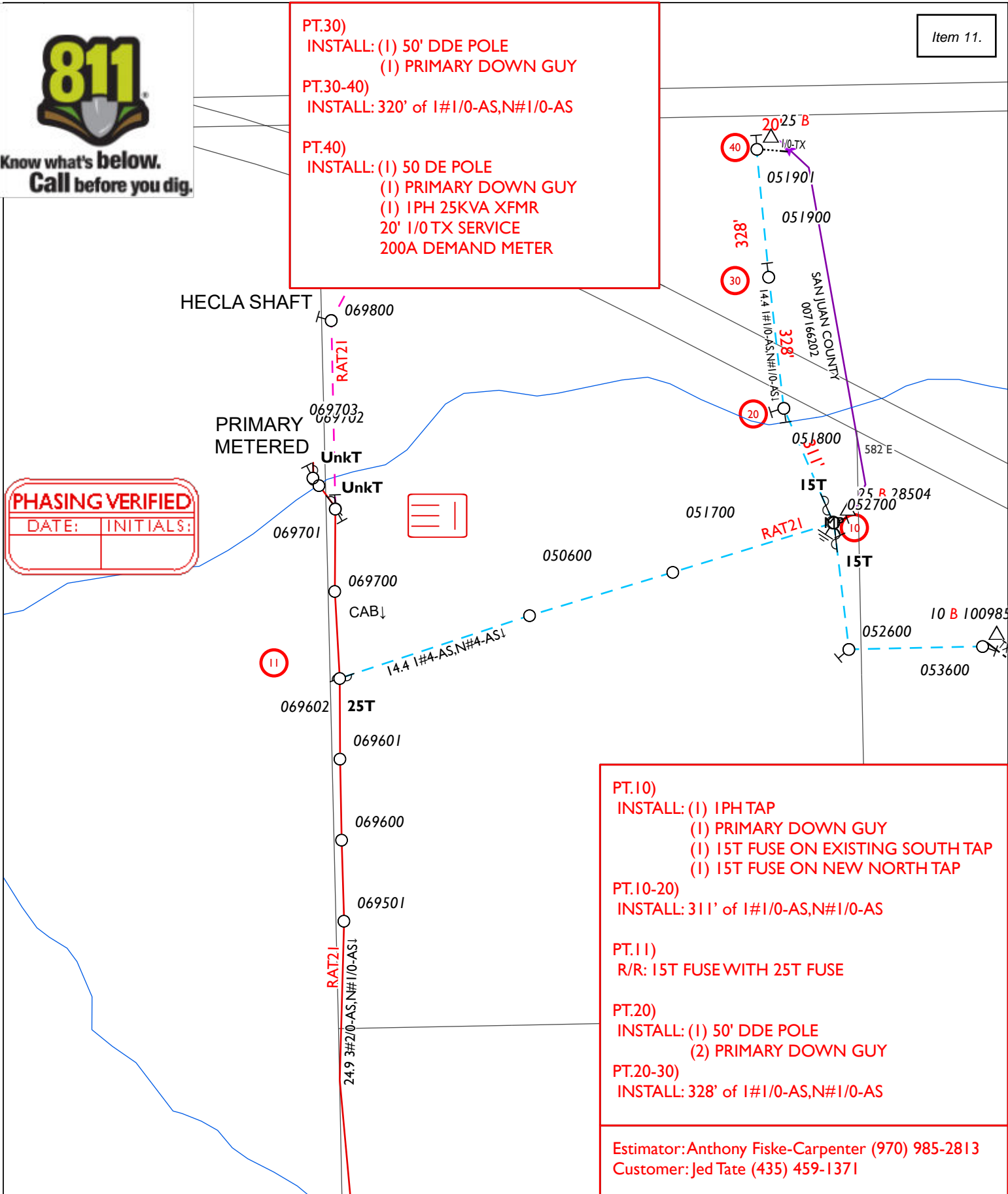


Know what's below.
Call before you dig.

Item 11.

PT.30)
INSTALL: (1) 50' DDE POLE
(1) PRIMARY DOWN GUY
PT.30-40)
INSTALL: 320' of 1#1/0-AS,N#1/0-AS
PT.40)
INSTALL: (1) 50 DE POLE
(1) PRIMARY DOWN GUY
(1) 1PH 25KVA XFMR
20' 1/0 TX SERVICE
200A DEMAND METER

PHASING VERIFIED
DATE: INITIALS:



PT.10)
INSTALL: (1) 1PH TAP
(1) PRIMARY DOWN GUY
(1) 15T FUSE ON EXISTING SOUTH TAP
(1) 15T FUSE ON NEW NORTH TAP
PT.10-20)
INSTALL: 311' of 1#1/0-AS,N#1/0-AS
PT.11)
R/R: 15T FUSE WITH 25T FUSE
PT.20)
INSTALL: (1) 50' DDE POLE
(2) PRIMARY DOWN GUY
PT.20-30)
INSTALL: 328' of 1#1/0-AS,N#1/0-AS

Estimator: Anthony Fiske-Carpenter (970) 985-2813
Customer: Jed Tate (435) 459-1371

| | | | | | | | |
|--|-------------------------|--------------------------|------------------|--|-------------------|---|----------------------|
| Foreman | | Emp # | Job Start Date | | | A BERKSHIRE HATHAWAY ENERGY COMPANY | |
| CC# 11406 | WO# / REQ# 007166202 | Map String 11429024.0 | Job Comp Date | | | | |
| Customer: san juan county Address: 9 LA SAL TRANSFER STATION RD, LA SAL, UT 84530 | | | Circuit RAT21 | Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted <input type="checkbox"/> | EST ID# P61559 | Print Date 1/3/2024 | Scale 1 in = 515' |



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: Utah Outdoor Recreational Trails Matching Grant Fund Contract with San Juan County, Elaine Gizler Economic Development and Visitor Services Director.

RECOMMENDATION: Action

SUMMARY

This agreement is with The Utah Division of Outdoor Recreational Trails Matching Fund Program and San Juan County for \$150,000 for Phase 1 Construction. Completion of the project is due before September 30, 2025. San Juan County is partnering with Grand County Active Trails and Transportation and the BLM for this project. This trail will serve Adaptive Mountain Bikes, and Class 1 e-bikes.

HISTORY/PAST ACTION

This is a new grant for a new project creating phase 1 of the Mud Springs/Spanish Hills Trail Network.

FISCAL IMPACT

San Juan County's responsibility is a 20% match or \$30,000 out of the Economic Development and Visitor Services budget for 2024 and 2025.

State Contract #: _____
Vendor #: VC0000114664

**UTAH DIVISION OF OUTDOOR RECREATION
RECREATIONAL TRAILS MATCHING FUND PROGRAM
FISCAL ASSISTANCE AGREEMENT**

THIS AGREEMENT, executed as of the date of the last signature, between the UTAH DIVISION OF OUTDOOR RECREATION, hereinafter referred to as the DIVISION, and the **San Juan County**, qualifying under this agreement as a federal agency, state agency, political subdivision of the State of Utah, or a nonprofit group and hereinafter referred to as the PARTICIPANT.

WHEREAS, the DIVISION and the PARTICIPANT desire to provide for the planning, acquisition, construction, or improvement of motorized trails and associated facilities in Utah; and,

WHEREAS, the Federal Highway Administration’s Recreational Trails Program (RTP) funds for this purpose are to be matched (20% match) by the PARTICIPANT for said project of planning, acquisition, construction, or improvement of non-motorized trails and associated facilities herein after described: and,

WHEREAS, federal agencies are authorized to enter into this agreement under provisions of the Granger-Thye Act of April 24, 1950, (16 U.S.C. 490, 504-504a, 555, 557, 571c, 572, 579a, 580c-5801, 581 i-l), specifically Sec. 5; the Cooperative Funds Act of June 30, 1914 (CH. 131, 38 Stat. 415, as amended: 16 U.S.C. 498); and the Federal Land Policy and Management Act of 1976 (FLPMA), Public Law 94-579.

NOW, THEREFORE, the DIVISION and PARTICIPANT hereby agree as follows:

PROJECT EXECUTION FOR: Spanish Hills Trail Network - Phase 1 Construction

Organization Name: San Juan County

Contact Name: Elaine Gizler

Address: 117 South Main Street
Monitcello, UT 84535

Email: egizler@sanjuancounty.org

Phone: 435-587-3235

1. The DIVISION shall reimburse the PARTICIPANT up to a total of **\$150,000** from funds made available from the Federal Highway Administration’s RTP upon receipt of satisfactory documentation of total trail project expenditures and certification that the project has been completed as proposed in the project application, APP-002740, which application, by reference, has been made part of this agreement. Said project shall be started within one hundred eighty (180) calendar days and be completed on or before **September 30, 2025**.

Fund: 1000
Department: 560
Unit: 8656
Commodity Code: 99999

Appropriation: RSR
Object: 7501
Program: CNRTP

2. The PARTICIPANT shall comply with all applicable Federal and State Statutes and will be responsible for *obtaining any necessary permits and approvals prior to the commencement of the project*, such as the RTP Environmental Clearances and Check List.

3. Each contract the PARTICIPANT signs with a contractor (and each subcontractor the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Division deems appropriate.

4. The PARTICIPANT, excluding federal agencies, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.

5. The PARTICIPANT agrees that the project area acquired, developed, or improved pursuant to this agreement shall not be converted to other than public motorized recreational trail use without written notice to the Director of the Utah Division of Outdoor Recreation. Furthermore, if a trail developed with the Federal Recreational Trail Program funds is converted to other use, another trail of comparable value, as mutually agreed by both parties, in the same general location, will be provided by the PARTICIPANT.

6. The PARTICIPANT shall maintain all facilities and property covered by this agreement in a safe, usable, and attractive condition. The DIVISION makes no claims to ownership nor management interests of facilities constructed pursuant to this agreement on lands legally owned by the PARTICIPANT.

7. The PARTICIPANT shall provide suitable permanent public acknowledgment of State participation at the project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement.

8. *Buy America* - The **PARTICIPANT** agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States unless a waiver has been granted by the DIVISION or the product is subject to a general waiver.

The PARTICIPANT must submit to the DIVISION the appropriate Buy America certification (**Attachment C**) with all bids or offers on federally funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower-tier subcontractors.

9. Any PARTICIPANT that is a nonprofit corporation must disclose whether it meets or exceeds the requirements listed in Subsection 51-2a-102 (6)(f) in the previous fiscal year of the nonprofit corporation; and 51-2a-102 (6)(f): (f) the governing board of any nonprofit corporation that receives:

- (i) at least 50% of its funds from federal, state, and local government entities through contracts; or
- (ii) an amount from the DIVISION that is equal to or exceeds the amount specified in Subsection 51-2a-201(1) that would require an audit to be made by a competent certified public accountant; and anticipates meeting or exceeding the requirements listed in Subsection 51-2a-102 (6)(f) in the fiscal year the grant is issued.

In addition, the PARTICIPANT (a nonprofit corporation) shall provide the following to the DIVISION as a supplement to this contract:

- (a) bylaws that provide for:
 - (i) the financial oversight of the state money; and
 - (ii) compliance with state laws related to the state money;
- (b) procedures for the governing board of the nonprofit entity to designate an administrator who manages the state money; and
- (c) procedures for the governing board to dismiss the administrator

Further, the PARTICIPANT (a nonprofit corporation) shall provide the DIVISION an itemized report at least annually detailing the expenditure of state money. The nonprofit may be required to return to the state entity any amount of money that is expended in violation of 63J-9-201 if the nonprofit fails to comply with the agreement.

B. TERMINATION

1. The PARTICIPANT, upon written notice to the DIVISION and by refunding all monies received pursuant to this agreement, may unilaterally rescind this agreement prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. The project shall be deemed commenced when the PARTICIPANT makes any expenditure of funds provided in this agreement or incurs any financial obligation with respect to the project.
2. The PARTICIPANT shall, at no cost to the DIVISION, execute, complete, operate and maintain the approved Project in accordance with the approved Project Proposal and applicable plans and specifications, which documents are by this reference made part hereof. Failure to render satisfactory progress or to complete the Project may be cause for the suspension of all obligations of the DIVISION under this agreement. In the event, this agreement is terminated under the provisions of this paragraph and in the event, the Project has not been brought up to a useful stage at the time of such termination, the PARTICIPANT shall reimburse to the DIVISION all payments, that have been received by the PARTICIPANT under this agreement.
3. Failure by the PARTICIPANT to comply with the terms of this agreement, if not corrected within thirty (30) days after written notice from the DIVISION, shall be cause for suspension of all obligations of the DIVISION hereunder and may result in a declaration by the DIVISION that the PARTICIPANT is ineligible for participation in DIVISION sponsored grant programs.

C. FINANCIAL RECORDS

1. The PARTICIPANT shall conform to generally accepted accounting principles and shall maintain its fiscal accounts in a manner that provides an audit trail of payments adequate to establish that such funds have been used in accordance with this agreement.
2. The PARTICIPANT shall provide to the DIVISION a fiscal report within sixty (60) days after completion of the project, or within sixty (60) days of the contract expiration date on forms to be provided by the DIVISION. Said report shall include an accounting of project expenditures and assurances that all monies paid to the PARTICIPANT by the DIVISION under this agreement were used for the planning, acquisition, construction, or improvement as herein described. Said report shall also include a summary

list of all personnel, supplies, materials, and construction costs associated with this project in a manner prescribed by the DIVISION.

3. The DIVISION, upon reasonable notice, shall have access to and the right to examine such books, documents, papers, or records as the DIVISION may reasonably require.

4. The PARTICIPANT agrees to make immediate monetary restitution for any disallowances of costs or expenditures determined through audit or inspection by the DIVISION.

FURTHER, the PARTICIPANT shall prosecute all phases and aspects of the project in a timely manner and shall in all respects comply with the terms, conditions, covenants, and other obligations of this agreement. It is understood and agreed that the PARTICIPANT shall have the basic responsibility for all phases and aspects of the project and that all phases of the project are subject to review and acceptance by the DIVISION.

ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

- Attachment A – Standard Terms and Conditions for Grants
- Attachment B – Recreational Trails Program Grant Terms and Conditions
- Attachment C – Buy America Certification (if applicable)
- Attachment D – Scope of Work

IN WITNESS WHEREOF, the parties hereto have executed this agreement the year and day first above written:

THE STATE OF UTAH
Division of Outdoor Recreation

San Juan County

Name: Tara McKee
Title: Deputy Director, Grants & Planning
Date:

Name:
Title:
Date:

THE STATE OF UTAH
Division of Finance

Date:
Contract Number:

Attachment A: Standard Terms and Conditions for Grants between Government Entities

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

1. **“Contract”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 2. **“Grant Money”** means money derived from State gas tax that are owned, held, or administered by the State.
 3. **“Grantee”** means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 4. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 5. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
 6. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
 3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
 4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee’s performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least five (5) years after final payment, or until all audits initiated within the five (5) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
 5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
 6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
 7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah’s Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee’s employees.
 8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties; which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
 9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the

terms of the program or Contract may give rise to for-cause termination.

10. **NON-APPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect

the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: July 2023)

Attachment B: Recreational Trails Program Grant Terms and Conditions

1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:

- a. The scope of work for this Grant Contract is outlined in Attachment D and their referenced application submitted in Salesforce. The Grantee hereby agrees to complete that scope of work and shall use the Grant funding provided to achieve the goals and benchmarks set forth therein.
- b. Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment D.
- c. The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
- d. Grantee's completed grant application, including the grant requirements listed in the application and Grantee's representations to the Division made in the application, are hereby incorporated into this Contract by reference.
- e. The scope of work is hereby termed the Grantee's project, which shall commence within one-hundred eighty (180) calendar days from the Contract effective date and be completed on or before the Contract termination date.
- f. The Grantee agrees that the planning, acquisition, and development of trails pursuant to this Contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Division of Outdoor Recreation. Furthermore, if the trail developed with the Recreational Trails Program Grant funds is converted to other use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Grantee.
- g. The Grantee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this Contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible and safe for public use. Structures, trail and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed pursuant to this Contract on lands legally owned by the Grantee.
- h. The Grantee shall provide evidence that the trail project has county, city, state, federal or tribal approval and endorsement. A Contract must be signed with the party who will maintain the recreational trail for at least the next ten (10) years. Evidence supplied in the Grantee's application may fulfill this requirement. The State reserves the right to request updated documentation and proof on continued support and maintenance contracts at any time. The Grantee shall give the State reasonable notice of any change in the Contract or endorsement status. Loss of endorsement or maintenance Contract may constitute an event of default and result in a recapture of the Grant funds.
- i. **The Grantee agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted by the State or the product is subject to a general waiver. The Grantee must submit to the State the appropriate Buy America certification (Attachment C) with all bids or offers on federally funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.**
- j. The Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA) if the project is breaking ground in any capacity. Loss of approval from or any violation of Federal regulations shall constitute an event of default and result in the recapture of the Grant funds. The Grantee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
- k. All property on which Recreational Trails Program Grant funded projects are located must be owned by or under the control of the Grantee (e.g. local government or conservancy) or public agency that has partnered with the Grantee. If the project crosses private property, as in the case of a trail, a Contract must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant Contracts shall be provided to the State before completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the Grant funds.
- l. The trail project must have endorsement from the local, federal, or state entities stating that the project

- will provide for outdoor recreation needs and facilities access to, travel within, and enjoyment and admiration of the outdoors. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all Grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.
- m. The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or close to a special management area it must first secure written approval from the DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the Grant funds.
 - n. No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Grantee shall have thirty (30) days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the Grant funds.
 - o. The Grantee shall notify the State of the public opening date, and upon the public opening of the project, the Grantee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, press release to the local media or social media outlets to appropriately promote the public use of the project.

2. NATURE OF ENTITY:

- a. The Grantee is a municipality, county, tribal government, federal government, state government, or nonprofit corporation classified under U.S. Code § 501(c) and is physically located within the State.
- b. The Grantee is not a for-profit entity; for-profit entities may not receive a Utah Recreational Trails Program Grant.

3. REPORTING:

- a. Reports shall be provided by the Grantee to the State at least every six (6) months, and no later than sixty (60) days after the Contract termination date. Each report shall include the following:
 - i. Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment D: Scope of Work;
 - ii. A brief synopsis of the work completed in the previous six months; and
 - iii. An outline of the work anticipated to be completed in the next six months.

4. FUNDING:

- a. The Grantee shall not receive any Grant funds until this Contract is fully signed and executed.
- b. Up to 75% of the Contract Amount may be awarded upfront prior to full completion of the Grantee's project.
 - i. Project timeline showing expenditures of funds in six- or twelve-month increments must be submitted with an upfront funding request.
 - ii. Project budget showing the expenditure of upfront funds must be submitted with an upfront funding request. Ex, bid or quotes showing the need for the upfront funding.
 - iii. Within six months of receipt of 75% of Contract funding, backup documentation of expenditures associated with those funds must be submitted to the State.
 - iv. The remaining 25% of funds are contingent on the completion of the Grantee's project, a final on-site inspection (if applicable), and submission of the Final Report.
- c. In no event shall payments from the State to the Grantee exceed in sum the Contract Amount.
- d. All funds must be spent by the Grantee within the scope of the Grantee's project.
- e. The Grantee must provide matching funds in an amount of at least 20% of the project's eligible costs.
- f. A portion of the Grantee's required matching funds must be paid in cash.
- g. A portion of the Grantee's required matching funds may be provided through an in-kind contribution if:

- i. Approved in advance by the State;
- ii. The in-kind donation is for services or materials that are directly related to the construction of the Grantee's project, defined in Attachment D: Scope of Work.

5. REIMBURSEMENT REQUESTS:

- a. Reimbursement requests must be received within 60 days after the Contract termination date.
- b. The following documentation shall, at minimum, be provided upon reimbursement request, and additional documentation may be required by the State:
 - i. Copies of invoices and evidence of payment (checks, bank statements, etc.) for work done on the project;
 - ii. Records of volunteer labor or other in-kind donations for work done on the project;
 - iii. Several photos to show the project is complete;
 - iv. A final report with the description of the project and other data requested by the State;
 - v. A description and an itemized report detailing the expenditure of the Grant or the intended expenditure of any Grant funds that have not been spent;
 - vi. The Grant program reimbursement request document.
- c. Requests shall be submitted to the State electronically, to the RTP Grant Administrator at the Division of Outdoor Recreation. A link to the online portal will be sent to the Grantee upon the completion of the processing of this Contract. The Grantee shall document that all of the Grant money received by the Grantee for this project was spent on efforts towards the project.

6. SITE VISITS: The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the project.

7. AUDIT:

- a. The Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.
- b. The Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for a period of up to five (5) years from the date of this Contract.
- c. The Grantee shall refund to the State any Grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

8. EVALUATION: The State reserves the right to conduct an independent evaluation of the use of the Grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representatives access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.

9. BREACH OF CONTRACT: The State reserves the right to demand a refund of the full amount of the Grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that the Grantee breaches any of the terms of this Contract or those in documents incorporated by reference but not attached.

10. ATTRIBUTION: The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Division of Outdoor Recreation is recognized as a partner in the project. Such efforts may include recognition of the State in fundraising materials, use of the Utah Division of Outdoor Recreation name and official logo, and other appropriate attribution for the funding made possible by the division.

11. ACCESS TO DATA: At the State's request, the Grantee shall allow the State access to data and information about the project to assess progress and ensure that Grant funding is being spent on the project specified within the Grantee's project proposal.

12. STATE CONTACT PERSON: The State designates the RTP Grant Administrator of the Division of Outdoor Recreation at the State, or their designee, as the contact person to consult with the Grantee on an ongoing basis.

The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

13. **LICENSE TO PROMOTE:** The Grantee gives to State a perpetual, irrevocable, worldwide, transferable, royalty free, and non-exclusive license to publicly display the Grantee and its project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications or presentations.

Attachment C: Buy America Certification (if applicable)

A. Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

B. Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Attachment D: Scope of Work

The Spanish Hills Trail System (SPHTS) is a multi-phase, 25-mile stacked loop mountain bike trail project located in San Juan County, Utah. This trail system is expected to draw approximately 50,000 visits annually, benefiting San Juan County's economy and residents quality of life. The trails will provide recreation opportunities that are unique to the area and are designed to accommodate adaptive cycles, National Interscholastic Cycling Association (NICA) races, and other youth cycling programs. The SPHTS will also be analyzed to allow class 1 E-bikes. The initial construction phase consists of 9.75 miles of trail and a multiple use trailhead. Subsequent stages will expand the trail network and improve its connectivity to residential and other recreation areas.



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of Comments on Gunnison Sage-grouse RMP Amendment/EIS; Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Approve comment letter

SUMMARY

BLM Colorado and Utah have issued a Draft RMP Amendment/EIS for Gunnison Sage-grouse open for public comment November 9, 2023 thru February 6, 2024. These documents are part of a process begun in 2014 shortly before the Gunnison sage-grouse was designated a threatened species under the Endangered Species Act. The EIS includes a planning decision area encompassing BLM-administered lands and federal mineral lands within San Juan County generally east of Monticello. This area includes federally designated critical habitat and adjacent lands.

The EIS includes 5 alternatives; one no action and 4 action alternatives including an Alternative E specifically for the Gunnison Basin in Colorado. Alternative D is the Preferred Alternative and most comments in the attached letter are directed to this alternative. Management prescriptions for each alternative are stated for vegetation, livestock grazing, wildland fire, recreation, travel, minerals, lands and realty and renewable energy. Proposed management prescriptions are designed to promote the maintenance or recovery of Gunnison sage-grouse habitat so as to facilitate the recovery of grouse to population levels such that listing under the Endangered Species Act is no longer necessary. In addition, certain ACECs are proposed in some alternatives for protection of Gunnison sage-grouse habitat. No ACECs are proposed for San Juan County in Alternative D.

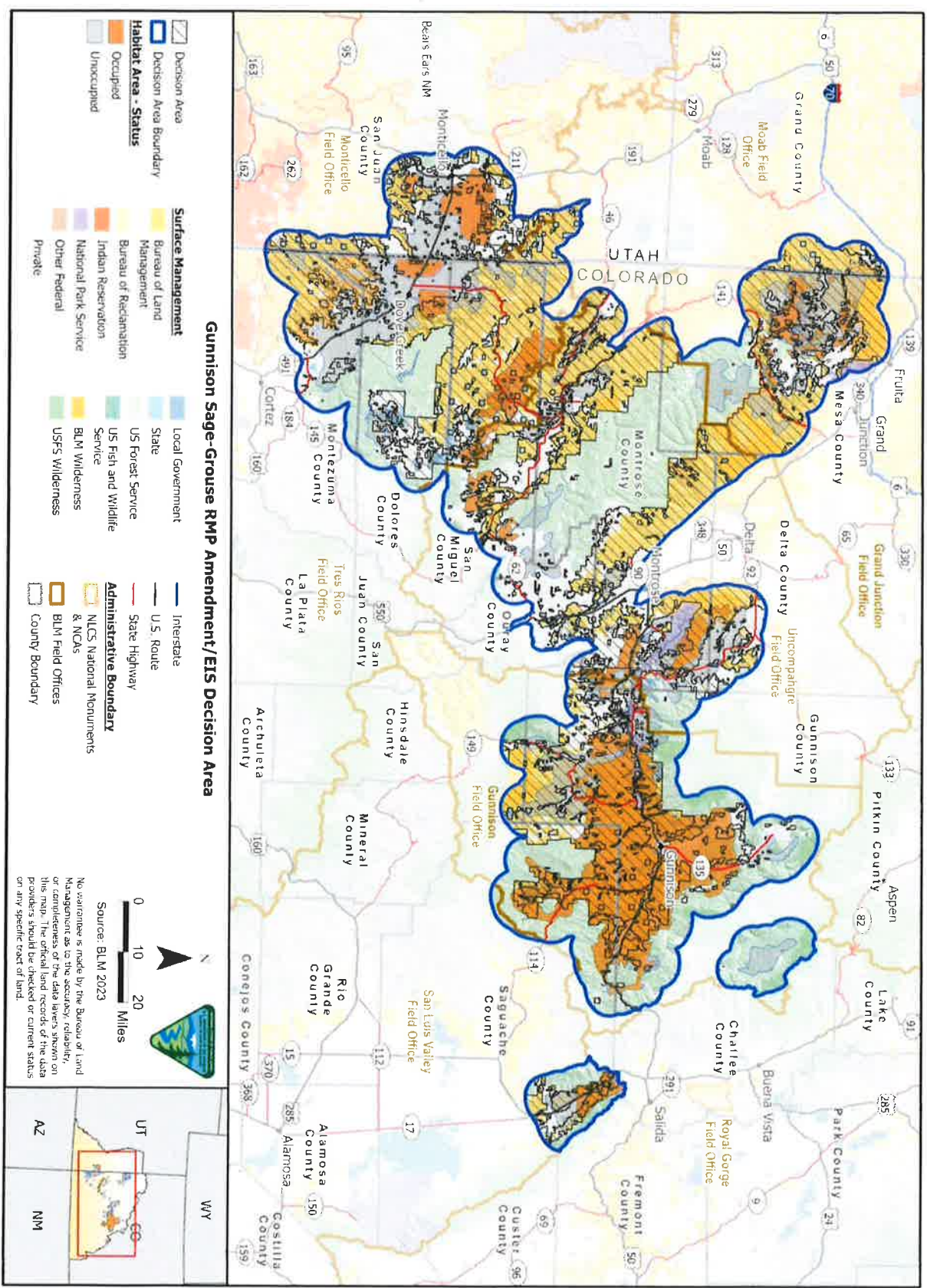
HISTORY/PAST ACTION

San Juan County has been a Cooperating Agency throughout this planning process.

FISCAL IMPACT

Proposed restrictions on minerals and energy activities would likely have a negative effect on local economies.

Figure I.3. Gunnison Sage-Grouse RMP Amendment/EIS Decision Area





| | |
|---------------|---------------|
| Jamie Harvey | Chairman |
| Silvia Stubbs | Vice-Chair |
| Bruce Adams | Commissioner |
| Mack McDonald | Administrator |

January 16, 2024

BLM Southwest District Office
ATTN: GUSG RMPA
2465 S. Townsend Avenue
Montrose, CO 81401

Re: Comments on Gunnison Sage-Grouse Draft RMP Amendment/EIS

Dear Planning Team:

As a Cooperating Agency in the development of the Gunnison Sage-grouse Resource Management Plan Amendment, San Juan County offers the following comments for improvement of the draft plan.

Areas of Critical Environmental Concern (ACECs) – San Juan County does not advocate for designation of any ACEC for Gunnison sage-grouse habitat in the County and concurs with the absence of such designation in Alternative D (Preferred Alternative). Special management prescriptions to protect and enhance Gunnison sage-grouse habitat in various sections of the Preferred Alternative are more than adequate to protect and enhance this habitat. Designation of an ACEC over these management prescriptions would be unnecessarily redundant.

Additionally, the scattered, isolated and small tract nature of BLM administered lands in Gunnison sage-grouse habitat does not fit the mold of a typical ACEC designation over a consolidated block of BLM administered lands. Designation of an ACEC over these isolated tracts would likely create challenges to efficient administration of these scattered segments.

Livestock Grazing – We are pleased to see that livestock grazing would continue to be authorized in Alternative D and that allotment specific adaptive management, rather than generic planning level prescriptions, would be used to maintain or achieve land health standards. We concur with the policy in Alternative D for instances of voluntary permit relinquishment, i.e. re-issuance of the permit or other options for continued livestock use are considered before consideration of closure to grazing. Livestock grazing is an important part of the economy, lifestyle and culture of the county as well as an important tool for maintaining or improving land health. County policy supports continued properly managed livestock grazing.

Travel Management – We concur with travel management prescriptions in Alternative D which limits BLM travel management planning to “BLM managed roads/trails”. In San Juan County habitat most if not all roads are County and State-claimed roads which are vital to the economy and lifestyle of the area. Since there are few if any “BLM managed roads/trails” in county habitat, we would not expect controversy in future travel management planning.

Fluid and Leasable Minerals – We are concerned that the leasing prescriptions proposed in Alternative D (NSO) for San Juan County habitat are overly restrictive so as to further discourage development in these medium to high potential mineral areas. We don’t see the need for more restrictive management especially with the lack or absence of grouse in designated occupied and unoccupied habitat areas. Controlled Surface Use and Timing Limitations would be more appropriate for these habitat areas.

Likewise, the prohibition of geophysical exploration in Occupied Habitat Management Areas (OHMA) in Alternative D is overly restrictive in light of the apparent no difference in presence of grouse in OHMA and Unoccupied Habitat Management Areas (UHMA) (few if any birds in either area). We suggest that geophysical exploration be allowed in both OHMA and UHMA with the conditions stated for UHMA exploration.

The mineral and energy sectors are important parts of the County’s economy and lifestyle historically having been major contributors to county taxation revenues, employment and community project funding generated by these industries. County policy supports the responsible exploration and development of mineral and energy resources. Special emphasis is placed on such mineral and energy development in the San Juan Energy Zone established by legislation (Utah House Bill 383, 2015, Utah Energy Zone Amendments). This energy zone includes all occupied and unoccupied designated Gunnison Sage-grouse habitat in the county as well as the entire decision area covered in this EIS.

Predation – We support the use of predator control as included in Alternative D. Predation is likely a factor contributing to the low population numbers in the Monticello habitat area, especially with the low number of grouse. Page 3.2-22 does not list predation as a threat to the Monticello population and should. Predation should at least be included in the list of threats of lesser magnitude.

Social and Economic Conditions

p. 3.16-10 and 3.16-11: Tables 3.15.5 and 3.16.6: It is not clear what land area these tables refer to. The narrative refers to Table 3.15.5 as “from all ownerships” and Table 3.16.6 as “within the decision and analysis areas”. Is the first table county-wide and the second decision area only? Clarification would lead to better understanding of these tables.

In these same tables it appears illogical that San Juan County drops from 45 (Table 3.16.5) to 7 (Table 3.16.6) in the Employment column while Dolores County increases from 4 to 152. Are these figures correct?

p. 3.16.17 Table 3.16.11: It is unclear why Visitor Days are the same for San Juan and Grand Counties but are different for each Colorado county. It would appear that each Utah county would also have different visitor day figures.

P. 3.16.22 Table 3.16.14: It is unclear why AUMs increase in Alternatives C and D from Alternative A in all counties. Agency staff have indicated it is because of the larger area for analysis in the action alternatives. It would appear that the analysis area should be the same for all alternatives to allow for an equitable comparison among alternatives. By showing an increase in AUMS in Alternatives C and D, this equates to a positive economic impact which is likely erroneous due to the differences in analysis area sizes in alternatives. In the Monticello population area, AUMs are not expected to increase due to management prescriptions in the action alternatives. It appears the analysis is faulty and should be corrected.

We appreciate this opportunity to comment and trust these comments will be given serious consideration.

Sincerely,

Jamie Harvey
Chairman

cc: Jacob Palma, BLM Monticello Field Office



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: Consideration and Approval, Request for Meeting, Draft Bears Ears Monument Plan; Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Approve letter of request

SUMMARY

BLM and USFS are continuing work on the draft Bears Ears Management Plan in preparation for release to the public for comment. Release of the draft, originally scheduled for November 17, 2023, has been delayed pending final changes to the plan. No public release date has yet been announced. San Juan County is concerned that changes may be substantive and may or may not be consistent with comments made by Cooperating Agencies at the November 6 meeting held prior to the original scheduled public release of the document. The County, in concert with a recent PLPCO request, asks that the agencies host a meeting of Cooperating Agencies to consult and coordinate on the draft prior to its release to the public. Such a meeting would allow for meaningful consultation and coordination consistent with law and help facilitate resolution of any inconsistencies with local plans.

HISTORY/PAST ACTION

San Juan County has been a Cooperating Agency in this planning effort from its beginning.

FISCAL IMPACT

Unknown pending finalization of the plan.



SAN JUAN COUNTY COMMISSION

Item 14.

Jamie Harvey Chairman
Silvia Stubbs Vice-Chair
Bruce Adams Commissioner
Mack McDonald Administrator

January 16, 2024

Jared Lundell, Monument Manager
Bears Ears National Monument
Bureau of Land Management
PO Box 7
Monticello, Utah 84535

Michael Engelhart, District Ranger
Moab-Monticello District
Manti-La Sal National Forest
PO Box 386
Moab, Utah 84532

Re: Draft Bears Ears Monument Management Plan

Dear Jared and Michael:

We understand that the Draft Bears Ears Monument Plan, originally scheduled for release to the public in November, 2023, is still being revised and that these revisions may be substantive. We are concerned that substantive changes made without coordination with local governments and cooperating agencies could lead to consistency issues with local government plans and would be inconsistent with coordination required by law.

Therefore, we request you hold a meeting with the Cooperating Agencies prior to the release of the Draft to the public. Hopefully this would allow for meaningful consultation and coordination of any changes being made to the Plan and help maximize consistency with local plans.

We appreciate your attention to our concerns and look forward to scheduling a meeting.

Sincerely,

Jamie Harvey
Chairman

cc: Ryan Nehl, USFS
Nicollee Gaddis-Wyatt, BLM
Jacob Palma, BLM
Redge Johnson, PLPCO



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Natural Resources

JOEL FERRY
Executive Director

Public Lands Policy Coordinating Office

REDGE B. JOHNSON
Director

Item 14.

January 10, 2024

Submitted electronically: mlundell@blm.gov, michael.engelhart@usda.gov,

Jared Lundell
Monument Manager
Bureau of Land Management
365 North Main
P.O. Box 7
Monticello, UT 84535

Michael Englehart
Monument Manager
Bureau of Land Management
62 East 100 North
PO Box 386
Moab, UT 84532

RE: Bears Ears National Monument Cooperating Agency Meeting Request

Dear Jared, and Michael:

The State of Utah (State) respectfully requests a Cooperating Agency coordination meeting before the public release of the Draft Bears Ears National Monument Management Plan and EIS. The State understands that the draft plan, which was originally scheduled for release during the fall of 2023, is currently being revised and that the revisions may be substantive. Therefore, the State requests the opportunity to meaningfully consult and cooperate with BLM and USFS during the editing and drafting phase before the release of the draft plan to the public.

The State has repeatedly voiced concerns about the lack of meaningful opportunities to cooperate and coordinate during the planning process. The State is hopeful that the agencies will take this opportunity to remedy some of those shortcomings by holding a meeting with cooperators to conduct a meaningful dialogue about the plan and proposed edits before its release to the public. The State once again requests meaningful coordination and a

Bears Ears National Monument Cooperating Agency Meeting Request

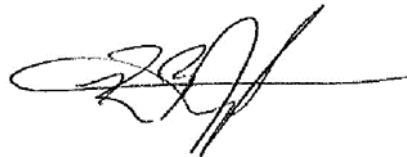
January 10, 2024

Page 2

cooperating agency meeting to shape the direction of the draft plan. Up to now, the coordination and cooperating agency meetings have largely consisted of updates and briefings, not meaningful opportunities to develop the plan. A balanced and enduring plan is only possible by working together as required by law.

Thank you for your attention to this matter, we look forward to scheduling a meeting soon.

Sincerely,



Redge Johnson
Director

cc:

Director Greg Sheehan

gsheehan@blm.gov

Ryan Nehl

ryannehl@usda.gov

Jake Palma

jepalma@blm.gov

Matt Preston

mpreston@blm.gov



COMMISSION STAFF REPORT

MEETING DATE:

January 16, 2024

SUBMITTED BY:

Rick Meyer, Assessor

**TITLE:MCAT-PUMA user
agreement**

RECOMMENDATION:

**Sign off on agreement by
Commissioners**

SUMMARY Multi County Appraisal Trust (MCAT) is providing an appraisal software program PUMA for the County to use for the appraisal of properties in San Juan County.

HISTORY/PAST ACTION PUMA replaces the previous appraisal software program (PAMS) PAMS appraisal software program was non usable and needed to be replaced.

FISCAL IMPACT PAMA-\$14,000 per year flat fee

PUMA-\$2.00 per hour when used

USER AGREEMENT FOR MULTI-COUNTY APPRAISAL TRUST'S PARAGON UTAH MASS APPRAISAL SYSTEM

On December 4, 2023, the Multi-County Appraisal Trust ("MCAT") in consideration of the mutual covenants, terms and conditions this agreement ("Agreement") and USER's payments of fees to MCAT as set forth herein and Exhibit A, hereby grants to San Juan County ("USER") a revocable, non-exclusive, non-transferable, limited license to access, use, download, install and use the MCAT's Paragon Utah Mass Appraisal system ("PUMA") in accordance with the following terms and conditions:

1. Scope of Service

MCAT agrees to provide USER use of PUMA under the terms in this Agreement. USER acknowledges that PUMA is dependent on USER's independent ability to use PUMA remotely. USER acknowledges that PUMA interfaces with some databases that are not created or maintained by MCAT. MCAT may modify, suspend, or discontinue access and use of PUMA or any service to which it connects if a third-party, including but not limited to USER, modifies, discontinues, restricts, or prohibits access to its databases.

2. Fees for Use of PUMA

The fee schedule for PUMA shall be published by MCAT on September 1 of each year and will apply in each year for which USER agrees to pay MCAT's fee to use PUMA as set forth in Exhibit A to this Agreement. Fees charged by MCAT to USER may be modified within 60 days of the September 1 anniversary of this Agreement. USER's continued use of PUMA 30 days after the publication of new fees shall be deemed to be USER's acceptance of the modified fee schedule. USER agrees that any changes to fees will be an integral part of this Agreement and subject to the terms and conditions of this Agreement. If USER elects to reject any fee to use PUMA, USER's sole remedy is to cease using PUMA.

3. Information Sharing and Confidentiality

To the extent permitted or required by law, MCAT will treat as confidential all information and data to which it may be or is granted access by USER in connection with or relating to USER's use of PUMA. Prior to receiving access to any confidential information or data from USER, MCAT will execute a sharing agreement with USER pursuant to UCA 63G-2-206(6)(b). If MCAT receives a request under UCA 63G-2-101, et seq., the Government Records Access and Management Act, or receives a subpoena or any other request or demand, seeking confidential information or data to which MCAT has or may have access in connection with or relating to USER's use of PUMA, MCAT will promptly refer the request or demand to USER, which will have the sole right and responsibility to respond.

4. Initial Five Year Term, Renewal and Termination

This agreement shall become effective as soon as both parties have signed it. The agreement shall continue in effect through November 1, 2028, unless terminated sooner by mutual agreement or by either party. By mutual agreement, the parties may renew the agreement for one or more additional one (1) year terms. Either party may terminate this agreement at any time, for any reason or no reason, by giving 60 days' written notice of termination to the other party. Upon termination, USER shall pay for all services that have been received up to the date of termination.

5. USER's access to PUMA

USER may access PUMA Monday through Friday from 6:30 a.m. to 6:30 p.m., Mountain standard time. USER support is available on weekdays, except holidays, from 9:00 a.m. to 5:00 p.m., Mountain standard time. Additional access or support, if available, is subject to mutually agreeable times and fees. MCAT's support contact is 801-633-0271 or jill@countyservices.org.

6. Updates to PUMA

MCAT may also provide enhancements to PUMA including maintenance, updates, or other modifications ("Updates"). USER acknowledges that Updates may modify or delete certain features or functionalities of PUMA in MCAT's sole discretion. MCAT makes no representation or warranty, express or implied, that any such upgrade, modification or enhancement will be compatible with USER's continued use of PUMA. USER's continued use of PUMA including any Updates will be deemed to be an integral part of PUMA and subject to the terms and conditions of this Agreement. If USER elects to reject any Update, USER's sole remedy is to cease using PUMA.

7. Additional Services from MCAT

MCAT may agree to provide additional access or other services to USER only by prior written agreement signed by both parties.

8. Limited Warranty, Limited Remedies, and Limited Damages for Alleged Defects

MCAT gives no warranty, express or implied, of the fitness of PUMA for any particular purpose, merchantability, title, or non-infringement, and specifically disclaims all warranties arising from course of dealing, usage, or trade practice. Without limiting the foregoing, MCAT makes no warranty of any kind that PUMA, or any products or results of the use thereof, will meet the County's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free. Under this limited warranty, USER may not recover any damages or other remedies, any costs, or any direct, consequential, special, indirect, or incidental damages, from MCAT. This limited warranty, damage exclusions, and remedy limitations apply even if MCAT's maintenance, support, or Update does not resolve any alleged defect or compensate USER for any alleged costs or losses.

9. Limited Warranty for Accuracy of Third-Party Data, Third-Party Services

Without limiting the generality of paragraph 6 above, MCAT gives no warranty, express or implied, of the accuracy of third-party data on which PUMA may rely. USER acknowledges that PUMA's access to third-party databases is fundamental to the proper function of PUMA, that MCAT has no independent control over the accuracy or use of third-party data or databases, and that MCAT shall not be responsible for the accuracy of any Third-Party Services.

10. USER's Obligation for other Third-Party Contracts and Obligations

This Agreement does not affect or modify any agreements with MCAT or USER with third-party providers, vendors, or licensors of databases and software accessed or used by MCAT or USER. USER remains solely and independently responsible for all agreements with, and obligations to, third parties related to its own access and use of other databases for appraisals.

11. MCAT's and User's Proprietary Intellectual Property

USER acknowledges that PUMA is MCAT's sole and exclusive intellectual property. USER shall not engineer, or reverse engineer, modify, delete, expand, or otherwise modify PUMA. USER's data, databases, intellectual property and all other usage and ownership rights shall remain exclusively in, and are reserved by, USER.

12. Budget Provisions

This Agreement is subject to the appropriated budget and other funds of MCAT and USER. This Agreement will terminate without penalty at the end of any fiscal year in which funds are not appropriated for the following fiscal year for either party to use or maintain PUMA. If funds are not available to use or maintain PUMA, this Agreement will terminate without penalty at the end of the term for which those funds were appropriated and such termination will be subject to the restrictions of this Agreement.

13. Termination for Public Necessity

MCAT or USER may terminate this Agreement whenever a party determines reasonably, and in good faith, that termination of this Agreement is for public necessity. If the Agreement is terminated under this paragraph, MCAT shall be entitled to payment for USER's prior use of PUMA. Termination of the Agreement under this paragraph shall not give rise to any legal or other remedies against the terminating party except for non-payment of fees incurred by USER prior to termination.

14. USER's Agreement to Indemnify and Hold MCAT Harmless

USER shall indemnify and hold harmless MCAT, its officers, agents, contractors, and employees from any claim, loss, or expense based on or relating in any way to USER's use of PUMA, including but not limited to attorney fees and costs incurred by MCAT to respond to, defend, or resolve any claim, request, or demand asserted by any person not a party to this Agreement.

15. Notices

Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered personally, mailed, or emailed to the parties as follows. If a contact person is succeeded by someone else, the successor's name and contact information shall be used.

To the County:

Rick Meyer
San Juan County Assessor
PO Box 338
Monticello, UT 84535
Rmeyer@sanjuancounty.org

To MCAT:

Jill Brown
Multicounty Appraisal Trust
5397 Vine Street
Murray, UT 84107
jill@countyservices.org

16. Disputes and Limitations of Remedies

If a dispute or problem arises regarding this Agreement, the parties agree to first submit the dispute or problem for informal resolution aided by counsel or, if that fails, mediation before a qualified court-rostered mediator practicing in Utah, before taking legal action. In any legal dispute, each party shall be responsible for paying its own costs, including reasonable attorney fees, regardless of the outcome of the dispute, except as otherwise provided herein.

17. Governing Law and Venue for Actions

Utah law shall govern this Agreement. Venue for any action relating to or arising from this Agreement shall be in the Third Judicial District, State of Utah, Salt Lake County.

18. Entire Agreement

This Agreement constitutes the entire agreement between USER and MCAT regarding use of the PUMA and supersedes all prior and contemporaneous written or oral agreements.

19. Severability

If any provision of this Agreement is determined to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the extent permitted by applicable law, unless the invalidation of the provision materially alters this agreement. If the invalidation of the provision materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS
OF SAN JUAN COUNTY

MULTICOUNTY APPRAISAL TRUST

By: _____

Stephanie Poll

By: _____

MCAT Chair

Print Name: _____

Print Name: Stephanie Poll

Date: _____

Date: December 4, 2023

Exhibit A

Fees for additional user access hours to PUMA is on an hourly basis and shall not exceed the fee schedule set forth in Exhibit A.

Exhibit A, Additional User Access Hour Fee Schedule

For the purpose of accessing PUMA outside of the stated daily hours, the hourly charge at an hourly rate is set forth in the exhibit. The MCAT Board will review and revise this hourly rate annually as part of their budget approval process and any changes will be effective January 1 of each year. Should an adjustment be approved, all county assessors will be notified of such changes. Additional time shall be direct billed to the county (annually, quarterly, or semi-annually).

| | |
|--|--------|
| Hourly fee for additional server time for PUMA | \$2.00 |
|--|--------|



COMMISSION STAFF REPORT

MEETING DATE:

January 16, 2024

SUBMITTED BY:

Rick Meyer, Assessor

TITLE:

Cleaning of personal property tax accounts that have overpaid.

RECOMMENDATION: Accept Assessor's recommendations

SUMMARY Cleaning past due personal property accounts; accounts that have over paid up to 2023 are due a refund. 2023 forward overpayments will be carried forward as a credit to the next year.

HISTORY/PAST ACTION Over payments have been left on the accounts for many years, it is time to correct the accounts.

FISCAL IMPACT \$14,157.00 to be paid out. \$2,626.00 to be credited to 2024 taxes

Overpayments on Personal Property from 2009 thru 2023

| Account # | Name | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|------------|-----------------------|-------|------|------|--------|------|--------|-------|-------|------|-------|---------|-------|--------|-------|-------|
| BU-01-0006 | 7-eleven | | | | | | | | | | | | 0.13 | | 0.15 | 0 |
| BU-05-0233 | 7-eleven | | | | | | | | | | | | 0.01 | | 0.01 | 0 |
| BU-01-0027 | A R A Leisure | 65.19 | | | | | | | | | | | | | | 65 |
| BU-04-0001 | Alan's Body Shop | | | | | | | 8.35 | | | | | | | | 8 |
| BU-01-0003 | Aramark | | | | | | | | | | 77.92 | | | | | 73 |
| HT-01-0021 | Aramark | | | | | | | | | | | | | | 6.9 | 7 |
| BU-01-0027 | Aramark Sports | | | | | | | | | | | 9998.03 | | 415.77 | | 10114 |
| HT-05-0173 | Blackhorse, Collette | | | | | | 7.98 | | | | | | | | | 8 |
| BU-04-0069 | Blue Mountain Chiro. | | | | | | | | | | | | | | | 120 |
| BU-11-0001 | Bluff Dwellings | | | | | | | | | | | | | | | 123 |
| HT-05-0197 | Burgess, Paul | | | | | | | | | | | | 55.12 | | | 41 |
| BU-05-0011 | Cedar Mesa Products | | | | | | | | | | | | 1.81 | | | 55 |
| BU-01-0231 | Cellular one of AZ | | | | | | | | | | | | | | | 2 |
| HT-05-0133 | Cly, Keifrin | 22.64 | | | | | | | 18.21 | | | | | | | 18 |
| BU-03-0020 | Comm Net Wireless | | | | | | | | | | | | | | | 23 |
| BU-01-0225 | Compresso | | | | 223.42 | | | | | | | | | | | 188 |
| BU-09-0005 | Cottonwood Steakhouse | | | | | | | | | | | | | | | 223 |
| BU-04-0151 | Countywide Realty | | | | | | | 5 | | | | | | | | 27 |
| BU-01-0007 | Crowley Const. | | | | | | 100.77 | | | | | | | | | 5 |
| BU-01-0008 | Crowley, Gary | | | | | | 6.46 | | | | | | | | | 101 |
| HT-04-0011 | De La Fuente, Amalio | | | | | | | | | | | | | 68.02 | | 8 |
| LS-00-0119 | De Lage Landen | | | | | | | | | | | | 1.54 | | | 61 |
| BU-04-0010 | Devon's Repair | | | | | | | | | | | | | | | 2 |
| BU-04-0061 | Draper Towing | | | | | | | | 61.46 | | | | | | | 61.46 |
| HT-05-0209 | Elcon | | | | | | | | | | | | | | | 60 |
| BU-01-0154 | Emery Telcom Vid | | | | | | | 24.98 | | | | | | | | 25 |
| BU-05-0360 | Family Dollar | | | | | | | | | | | | | | | 104 |
| BU-01-0365 | Family Dollar | | | | | | | | | | | | | | | 541 |
| LS-00-0149 | First American Comm | | | | | | | | | | | | | | | 4 |
| BU-04-0026 | Four Corners Inn | | | | | | | | | | | | 18.33 | | | 18 |
| BU-01-0020 | Fuller Const | | | | | | | | | | | | | | | 40 |
| BU-09-0065 | Headly, Gaylen | | | | | | | | | | | | | | | 15 |
| BU-05-0004 | Hannahs, Mike | | | | | | | | | | | | | | | 21 |
| BU-04-0454 | Huntington Tech | | | | | | | | | | | | | | | 18 |
| BU-05-0022 | I & H Enterprises | 45.75 | | | | | | | | | | | | | 16.41 | 48 |
| BU-04-0082 | Inn at the Canyons | | | | | | | | | | | | 6.11 | | | 8 |
| BU-04-0431 | Kayenta Dental | | | | | | | | | | | | 31.05 | | | 237 |
| BU-05-0381 | Kee Rental | | | | | | | 12.79 | | | | | | | | 13 |
| HT-01-0066 | Lieber, Louise | | | | | | | | | | | | | | | 45 |
| HT-04-0002 | Lopez, Troy | | | | | | | | | | | | | | | 18 |
| BU-05-0411 | Lyman Sales | | | | | | | | | | | | 2.93 | | | 3 |
| BU-09-0057 | M-I LLC | | | | | | | 30.34 | | | | | | | | 30 |

Item 16.

| | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|------------|------|------|------|------|--------|-------|--------|-------|--------|-------|--------|-------|--------|------|-------------|
| BU-04-0424 | | | | | | 1.54 | | | | | | | | | |
| HT-04-0160 | | | | | | | | | | | | | | | 40 |
| BU-05-0399 | | | | | | 61.03 | | | | | 45.03 | | | | 44.73 |
| BU-05-0119 | | | 1.79 | | 4.08 | | | | | | | | | | 151 |
| BU-01-0036 | | | | | | | | | 436.45 | | | | | | 6 |
| BU-04-0048 | | | | | 16.19 | | | | | | | | | | 436 |
| LS-00-0145 | | | | | | | | | | | | | | | 16 |
| BU-01-0010 | | | | | | | 6 | | 124.95 | | | | | | 1 |
| HT-05-0166 | | | | | | | | | | 17.96 | | | | | 131 |
| AU-05-0142 | | | | | 152.92 | | | | | | | | | | 18 |
| BU-05-0412 | | | | | | | | | | | | | | | 153 |
| BU-05-0081 | | | | | | 6.54 | | | 18.6 | | | | | | 19 |
| BU-01-0239 | | | | | | | | | | | | | | | 7 |
| HT-04-0010 | | | | | | | | | | | 21.34 | | | | 236 |
| BU-05-0039 | | | | | | | | | | | | | | | 21 |
| BU-05-0044 | | | | | | | | 15.19 | | | | | | | 15 |
| HT-04-0012 | | | | | | | | 27.25 | | | | | | | 27 |
| LS-00-0147 | | | | | | | | | | | 21.34 | | | | 21 |
| HT-01-0072 | | | | | | | | 1.15 | 1.15 | | 58 | 54.1 | | | 112 |
| BU-04-0002 | | | | | | | 92.92 | | 147.09 | | | | | | 2 |
| HT-04-0153 | | | | | | | | | | | | | | | 240 |
| BU-06-0001 | | | 10 | | | | 521.19 | | | | | | | | 10 |
| BU-05-0454 | | | | | | | | | | | | | | | 521 |
| HT-01-0185 | | | | | | | | | | | 130.65 | | | | 131 |
| BU-01-0011 | | | | | | | | | | 0.92 | | | | | 1 |
| BU-03-0016 | | | | | | | | | | | | | | | 1 |
| BU-04-0354 | | | | | | | | | 107.44 | | | | | | 107 |
| HT-01-0051 | | | | | | | | 8.86 | | | | | | | 9 |
| HT-04-0031 | | | | | | | | | | | | | | | 27 |
| BU-05-0004 | | | | | | | 34.86 | | 1.87 | | | | | | 27 |
| BU-01-0141 | | | | | | | 4.2 | | | | | | 7.9 | | 37 |
| HT-04-0020 | | | | | | | | | | | | | 315.76 | | 12 |
| BU-01-2024 | | | | | | | | | | | | 28.46 | | | 316 |
| BU-05-0150 | | | | | | | | | | | | | | | 28 |
| BU-09-0013 | | | | | | | | | | | | | | | 330 |
| BU-05-0053 | | | | | | | 25.93 | | | | | | | | 377 |
| BU-01-0137 | | | | | | | | | | | | | | | 223 |
| BU-04-0461 | | | | | | | | | | 25.91 | | | | | 26 |
| BU-05-0007 | | | | | | | | | | | 21.92 | | | | 25 |
| | | | | | | | | | | | | | | | 22 |
| | | | | | | | | | | | | | | | 4 |
| | | | | | | | | | | | | | | | 0 |
| | | | | | | | | | | | | | | | \$16,784.69 |
| | | | | | | | | | | | | | | | \$16,784.69 |

Total overpayments received from 2009 thru 2023. These should have been carried forward from one year to the next.
Overpayments by year

Item 16.

Overpayments by account

Overpayments we will most likely need to mail out. All others should be able to be transferred to the active accounts in 2024.



COMMISSION STAFF REPORT

MEETING DATE:

January 16, 2024

SUBMITTED BY:

Rick Meyer, Assessor

TITLE:

Personal Property Delinquent
Accounts

RECOMMENDATION: Accounts
from 2009 to 2019 write off books,
2020 forward continue collection
activities.

SUMMARY: A review of personal property accounts found many that are delinquent in payments. Accounts from 2009 to 2014 are uncollectible by State Statute therefore would like to remove these from off of the records. Accounts from 2015 to 2019 are collectable but the cost exceeds the efforts to collect. Therefore, remove these amounts from records.

HISTORY/PAST ACTION: Have consulted with the San Juan County Attorney's Office on how to resolve the delinquencies. Also, consulted with the State Tax Commission on what to do.

FISCAL IMPACT: 2009 to 2014 delinquent amount \$13, 327.00, write off accounts.

2015 to 2019 delinquent amount \$21, 197.00, write off accounts.

2010 - 2023 delinquencies in Personal Property

| | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|---------------------|-------|------|------|------|------|------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| Business PP | | | | | | | | | | | | | | | |
| BU-01-0027 | | | | | | | 340.52 | | | | | | | | 15319 |
| BU-01-0122 | 25 | | | | | | | 266.13 | 147.96 | | | | | | \$25 |
| BU-01-0137 | | | | | | | | | 529.63 | 379.83 | 770.31 | | | | \$414 |
| BU-01-0183 | | | | | | | | | | | | | | | \$2,805 |
| BU-01-0232 | 25 | | | | | | | | | | | | | | \$25 |
| BU-01-0012 | | | | | | | | | | | | | | | \$366 |
| BU-01-0240 | | | | | | | | | | | | 514.67 | | | \$515 |
| BU-02-0009 | 25 | | | | | | | | | | | | | | \$25 |
| BU-02-0036 | | | | | | | | | | | | | | | \$10 |
| BU-04-0481 | | | | | | | | | | | | | | | \$595 |
| BU-04-0020 | | | | | | | | 44.81 | | | | | | | \$605 |
| BU-04-0074 | | | | | | | | | | | | | | | \$45 |
| BU-04-0241 | | | | | | | | | | | | | | | \$8 |
| BU-04-0309 | 25 | | | | | | | | | | | | | | \$25 |
| BU-04-0376 | | | | | | | | 33.55 | | | | | | | \$34 |
| BU-04-0377 | 25 | | | | | | | | | | | | | | \$25 |
| BU-04-0400 | 25 | | | | | | | 728.28 | | | | | | | \$25 |
| BU-05-0055 | | | | | | | | | | | | | | | \$728 |
| BU-05-0318 | 25 | | | | | | | | | | | | | | \$25 |
| BU-05-0382 | 25 | | | | | | | | | | | | | | \$25 |
| BU-05-0394 | 25 | | | | | | | | | | | | | | \$25 |
| BU-11-0002 | | | | | | | | | | | | | 473.37 | | \$473 |
| BU-11-0008 | | | | | | | | | | | | | | | \$456 |
| | | | | | | | | | | | | | | | \$0 |
| | | | | | | | | | | | | | | | \$0 |
| Secondary MH | | | | | | | | | | | | | | | |
| HT-01-0032 | | | | | | | | | | | | | | | 61.02 |
| HT-02-0003 | | | | | | | | | 68.57 | 68.89 | 58.37 | | | | \$61 |
| HT-03-0008 | | | | | | | | | 68.8 | | | | | | \$196 |
| HT-05-0154 | 80.61 | | | | | | | | | | | | | | \$69 |
| HT-05-0217 | | | | | | | | | | | | | | | \$81 |
| HT-09-0118 | | | | | | | | | | | 173.94 | 156.21 | 120.23 | 134.09 | \$67 |
| | | | | | | | | | | | | | | | \$715 |
| | | | | | | | | | | | | | | | \$0 |
| | | | | | | | | | | | | | | | \$0 |
| | | | | | | | | | | | | | | | \$1,468 |
| | | | | | | | | | | | | | | | \$58 |
| | | | | | | | | | | | | | | | \$171 |
| | | | | | | | | | | | | | | | \$445 |
| | | | | | | | | | | | | | | | \$33 |
| | | | | | | | | | | | | | | | \$69 |
| | | | | | | | | | | | | | | | \$69 |
| | | | | | | | | | | | | | | | \$61 |
| | | | | | | | | | | | | | | | \$239 |
| | | | | | | | | | | | | | | | \$49 |
| | | | | | | | | | | | | | | | \$2,481 |
| | | | | | | | | | | | | | | | \$0 |
| | | | | | | | | | | | | | | | \$0 |
| | | | | | | | | | | | | | | | \$1,468 |
| | | | | | | | | | | | | | | | \$58 |
| | | | | | | | | | | | | | | | \$171 |
| | | | | | | | | | | | | | | | \$445 |
| | | | | | | | | | | | | | | | \$33 |
| | | | | | | | | | | | | | | | \$69 |
| | | | | | | | | | | | | | | | \$69 |
| | | | | | | | | | | | | | | | \$61 |
| | | | | | | | | | | | | | | | \$239 |
| | | | | | | | | | | | | | | | \$49 |
| | | | | | | | | | | | | | | | \$2,481 |

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| | | | | | | | | | | | | | | | | |
|------------|-----------------------------------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|----------|
| HT-05-0007 | Mays, Betty | 107.78 | 102.09 | 98.11 | 89.56 | 86 | 82.35 | 78.42 | 92.75 | 302.06 | 262.27 | 248 | 225.5 | 186.49 | 187.28 | \$737 |
| HT-05-0043 | Lyman, Dale / Lyman, Ray | | | | 335.92 | 278.29 | 265.41 | 251.5 | 302.06 | | | | | | | \$2,543 |
| HT-05-0053 | Curtis, Bradley | 28.57 | 93.45 | | | | | | | | | | | | | \$122 |
| HT-05-0063 | Raferty, Anna | | | | | | | | | | | | 29.72 | 24.89 | | \$55 |
| HT-05-0080 | Blackhorse, Orlando | | | | | | | | | | | | 244.14 | 201.89 | 202.75 | \$835 |
| HT-05-0084 | Yazzie, Roger | | | | | | | 78.42 | 79.14 | | | | | | | \$158 |
| HT-05-0091 | Cowboy, Sarah | | | | | 258.86 | | | 317.02 | | 273.84 | 269.2 | 14.72 | | | \$1,134 |
| HT-05-0105 | Stewe, Tessa | | 229.03 | 350.47 | 68.15 | 44.21 | 43.81 | 47.52 | 55.02 | 56.3 | 70.26 | | | | | \$965 |
| HT-05-0113 | Kills-in-sight, Shirley | 80.61 | 107.78 | 98.11 | 89.56 | 86 | 82.35 | 78.42 | 92.75 | | | | | | | \$818 |
| HT-05-0116 | Haycock, Marilyn | | | | 286.24 | 273.84 | 261.19 | 247.51 | 297.24 | 258.1 | 243.9 | 221.78 | 183.41 | 184.19 | 171.01 | \$2,628 |
| HT-05-0118 | Lameman, Lorena | | | | | | | | | | | | 52.82 | 53.06 | 67.06 | \$173 |
| HT-05-0123 | Vanberbilt / Lena Benally / Dykes | | | | | | | | 833.59 | 774.8 | 771.53 | 677.32 | 519.53 | 510.96 | 486.86 | \$4,575 |
| HT-05-0130 | La Grone, Brenda | 240.62 | 227.19 | 217.77 | 197.65 | 189.24 | 171.34 | 171.34 | 205.12 | 178.54 | 165.68 | 150.65 | 124.58 | 125.13 | 124.18 | \$2,318 |
| HT-05-0132 | Black, Rhoda | | | 98.11 | 89.56 | | 82.35 | 78.42 | 79.14 | | | | | | 45.25 | \$473 |
| HT-05-0133 | Loren, Steve | | | | | | | | | | 122.98 | 102.13 | | | | \$725 |
| HT-05-0141 | Jones, Vernita | 372.61 | 356.6 | | 378.06 | 407.05 | 601.8 | | 573.16 | 496.44 | 478.21 | 434.83 | 359.6 | 361.13 | 311.27 | \$5,131 |
| HT-05-0143 | Joe, Christopher | | | | | | | | | 134.87 | | | | | | \$135 |
| HT-05-0144 | Cornfield, Marjorie | | | | | | | | | | | | | | 67.06 | \$67 |
| HT-05-0146 | Manheimer, Bert | | | | | | | | | | | | | | | \$53 |
| HT-05-0159 | Shirley, Pauline | 461.13 | 1320.15 | 389.86 | 353.09 | 337.69 | 321.98 | 304.98 | 366.73 | 318.14 | 302.92 | 275.44 | 227.78 | 228.75 | 206.34 | \$5,415 |
| HT-05-0162 | Roosevelt, James | 38.83 | 53.79 | 58.45 | 53.76 | 51.8 | 49.79 | 47.63 | | | | | | | | \$415 |
| HT-05-0164 | Clifford, Kaye | 115.79 | 156.52 | 147.99 | 129.23 | 123.88 | 118.42 | 112.51 | 133.97 | 117.08 | 105.26 | 95.72 | 79.15 | 79.49 | 88.01 | \$1,745 |
| HT-05-0167 | Swann, Ryan / Perkins, David | | | 142 | 129.23 | 123.88 | 118.42 | 112.51 | | 263.44 | 386.41 | 237.78 | 267.85 | 71.18 | 256.32 | \$1,483 |
| HT-05-0172 | Black, Dan | | | | | | | | | 32.2 | 29.28 | 24.21 | 24.32 | 44.28 | | \$154 |
| HT-05-0173 | Kaytso, Ernestine | | | | | | | 89.33 | 151.68 | 83.45 | | | | | 95.1 | \$95 |
| HT-05-0192 | Gene, Jacqueline | | | | | | | | | | | | | | | \$324 |
| HT-05-0173 | Kaytso, Ernestine | | | | | | | | | | | | | 88.42 | | \$88 |
| HT-05-0184 | Benally, Nena | | | | | | | | | 81.47 | 70.26 | 63.88 | 52.82 | 53.06 | 67.06 | \$728 |
| HT-05-0186 | Blackhorse, Collette | | | | | | | 287.37 | 272.25 | | | | | | | \$560 |
| HT-05-0192 | Gene, Jaqueline | | | | | | | 135.42 | 136.73 | | | | | | | \$272 |
| HT-05-0202 | Shelton, Melissa | | | | | | | | 10 | | | | | | | \$10 |
| HT-05-0215 | Rose, Amber | | | | | | | | | | | | | | | \$31 |
| HT-09-0001 | Gaines, Bill | | | | | | | | | | | | | | | \$181 |
| HT-09-0117 | Wheeler, Russ | | | | | | | | | 188.81 | | | | 63.27 | | \$63 |
| HT-09-0118 | Wilhelm, Leonora | | | | | | | | | 239.01 | 414.75 | 377.12 | 311.87 | 313.2 | 273.28 | \$189 |
| HT-09-0119 | Whaley, William / Keith, Kimberly | | | | | 289.3 | 53.3 | | | 129.21 | | | | | | \$2,272 |
| HT-09-0130 | Meier, Skip | | | 80.28 | 74.17 | 71.56 | 67.88 | 66.47 | 78.17 | 69.6 | 58.36 | 52.43 | 40.4 | 45.05 | 56.65 | \$315 |
| HT-09-0132 | Stash, Rosita | | 83.41 | | | | | | | | | | | | | \$844 |
| | | \$569 | \$1,835 | \$2,885 | \$2,845 | \$2,836 | \$3,069 | \$3,701 | \$5,245 | \$4,551 | \$4,631 | \$4,210 | \$3,583 | \$3,041 | \$22,245 | \$67,602 |
| | | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |

\$67,602

Item 17.

- = identified **uncollected** Personal Property Taxes in San Juan County (Utah) from 2009 thru 2022.
- = total uncollected by year.
- =Years we can not collect delinquent taxes. Too old. Need to write off. **\$13,327**
- =Years we can try to collect, but need a judgement / decree. **\$21,197**
- = Years we can collect without a judgement / decree. **\$33,079**

Points of interest on the collection of "Delinquent" Personal Property Taxes:

- 1- Personal Property Tax Laws are listed under Utah State Code 59-2-1301 through 59-2-1372
- 2- An unpaid (delinquent) Tax is a lien on ANY personal property owned by the owner of the account.
- 3- A tax lien is the 1st lien taking precedent over all other liens.
- 4- A unpaid Personal Property Tax may be attached to any "Real Property" owned by the owner of the delinquent account.
- 5- Seizure and sale of any personal property to satisfy the lien is possible under Utah State Tax Laws.
 - a- Seizure of mobile homes can be done after 2 years of delinquency and due process has been met.
 - b- Seizure of non-mobile home assets can be done after the due date has passed and due process has been met.
- 6- Under Utah State Tax Laws, penalties and interest charges are mandated on delinquent accounts, from the date of the delinquency (due date).
- 7- Collection of delinquent taxes can be done as far back as 3 years without a judgement / decree, or 8 years with a judgement / decree (wage garnishment).



COMMISSION STAFF REPORT

MEETING DATE:

January 16, 2024

SUBMITTED BY:

Rick Meyer, Assessor

TITLE:

Canyonlands Needles Outpost

RECOMMENDATION:

Personal property taxes that have been collected from Needles Outpost must be refunded.

SUMMARY Prior to 2020 Needles Outpost was on a section of State School Trust Land and paid personal property taxes on the leased property(buildings and equipment). In 2020 the Nature Conservancy purchased the property from the State. Personal property taxes should have been paid by the Nature Conservancy instead of the lessee of the business. This was not found out until 2023, and lessee had been making payments. Therefore, lessee is due a refund of the payments made from 2020 to the present. The lessee before 2020 is gone, cannot collect, therefore write off 2018 and 2019 personal property taxes that are due.

Nature conservancy will be billed for the three past years

HISTORY/PAST ACTION

FISCAL IMPACT Refund will be \$1,800.00

| | Billed | | | | | Paid | | | | | | |
|--|--------|-------|-------|-------|-------|------|---------|------|------|------|------|------|
| | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| Canyonlands Needles Outpost (Nature Conservancy) | 808.4 | 873.9 | 860.9 | 842.1 | 0 | 0 | 3385.3 | 0 | 0 | 0 | 0 | 0 |
| Needles Outpost (Dorsey & Church) | 0 | 0 | 0 | 0 | 812.8 | 65.2 | 877.96 | 300 | 0 | 0 | 0 | 600 |
| | | | | | | | 4263.26 | | | | | 1800 |

- = Amount billed to this business BU-01-0A26 (2 different operators). Needs to be billed to property owner, or written off.
- =Amount paid by current contractor / leasee. Needs to be refunded to current contactor / leasee.
- = Can only collect with a judgement or decree
- = Can collect by attaching to real property or seizure and sale of assets.

Recap: Our records only go back to 2012 on this business. Taxes billed and paid from 2012 - 2015. Business shows as closed in 2016 - 2017. In 2018 (roughly) the State put the land and assets up for sale. The Nature Conservancy bought it, but did not pay Business Personal Property Taxes (BPPT) on the business assets. In 2021, the assets were leased to a private contractor. They did not pay the BPPT for 2021 -2022 and most of 2023. Late in 2022 collection efforts were made and the contractor started making payments on the delinquent taxes. Late in 2023, the payments stopped and we got more aggressive on collection efforts. County Assessor looked into the situation and determined that there was an error made back in 2020 / 2021 in setting up the new contractor / leasee business. The contractor / leasee actually owns NO assets and should not have been billed the BPPT. The fixed assets should be attached to the Real Property where applicable and the BPP should have been set up under a lessor account.

Assessor's recommendation:

- Refund the Contractor / leasee all payments they have made to date (\$1,800).
- Write off the delinquent tax due from 2018 and 2019. Do not get a judgement or decree.
- Bill the delinquent taxes (2020 - 2024) to the actual property owner.
- if not paid by 5/15/24, attach the delinquent tax amount to owners Real Property.



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Professional Services Agreement with Jviation, A Woolpert Company, LLC and San Juan County for the 2024 Cal Black Airport Automated Weather Observing System (AWOS) Upgrades. Mack McDonald, Chief Administrative Officer

RECOMMENDATION:

SUMMARY

The Master Professional Services Agreement with Jviation is for the 2024 U-96 Cal Black AWOS and Rotating Beacon Upgrades at the airport. For years now, the AWOS and Beacon have been needing upgrades. The computer that the AWOS system broadcasts through has been in a status where the inspectors of the system have not been able to upgrade components. The system is used to broadcast current weather to pilots either in flight to the airport or for those who call in to the system pre-flight. This project will remove the old 2002 AWOS system, and relocated the system further away from the operating building.

The rotating beacon is also nearing end-of-life. We have replaced the motor using an older motor found in Blanding and are currently ordering gears for the rotating system that has broken within the lighting housing that rotates the beacon. This was originally installed in 2005. This project will remove and replace the rotating beacon with a new beacon.

Total costs for the project is \$351,050 in which the County's portion is \$16,447.



Task Order # 1

Section 1. General

THIS TASK ORDER, made and entered into this _____ day of _____, 2024, by and between Jviatic, A Woolpert Company, LLC, whose address is 35 South 400 West, Suite 200, St. George, UT 84770, (hereinafter referred to as "Engineer") and San Juan County, Utah ("Sponsor"), provides for Services by Sponsor under the Master Professional Services Agreement dated January 6, 2023, such Services described under Section 2 of this Task Order.

- Engineer Project Number: 10017191
- Task Order Project Title: Replace AWOS and Rotating Beacon

Client's Representative

- Name: Mack McDonald
- Address: San Juan County, PO Box 9, Monticello, UT 84535
- Phone Number: 435-587-3225
- Email address: mmcdonald@sanjuancounty.org

Engineer's Representative

- Name: Kirt McDaniel
- Address: 35 South 400 West, Suite 200, St. George, UT 84770
- Phone Number: 435-574-5308
- Email address: kirt.mcdaniel@woolpert.com

Section 2. Description of Services

The Services to be provided by Engineer are identified in Exhibit A: Scope of Services to this Task Order, which is incorporated by this reference.

Section 3. Compensation to Be Paid to Engineer

Compensation to be paid to Engineer for providing the requested Services is identified in accordance with Exhibit B: Compensation of this Task Order, which is incorporated by this reference.

Section 4. Schedule for Services

The commencement date of this Task Order shall be upon execution. The services set forth in this Task Order shall be completed per the project schedule, unless terminated or extended as provided in the Master Professional Services Agreement or by mutual agreement in writing.

IN WITNESS WHEREOF, this Task Order, which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Master Professional Services Agreement, is accepted as of the date first written above.

San Juan County, Utah:

Signed: _____

Name: _____

Title: _____

Jviatic, A Woolpert Company, LLC:

Signed: _____

Name: _____

Title: _____

SCOPE OF WORK FOR CAL BLACK MEMORIAL AIRPORT San Juan County, UT AIP Project No. 3-49-0055-021-2023 Replace AWOS and Rotating Beacon

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated January 6, 2023, between San Juan County and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Cal Black Memorial Airport is indicated as “Sponsor” and Jviation, a Woolpert Company, is indicated as “Engineer.” The construction budget for this project is approximately \$275,000. This budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications and Engineer’s Design Report, along with Bidding for the Replace AWOS and Rotating Beacon Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

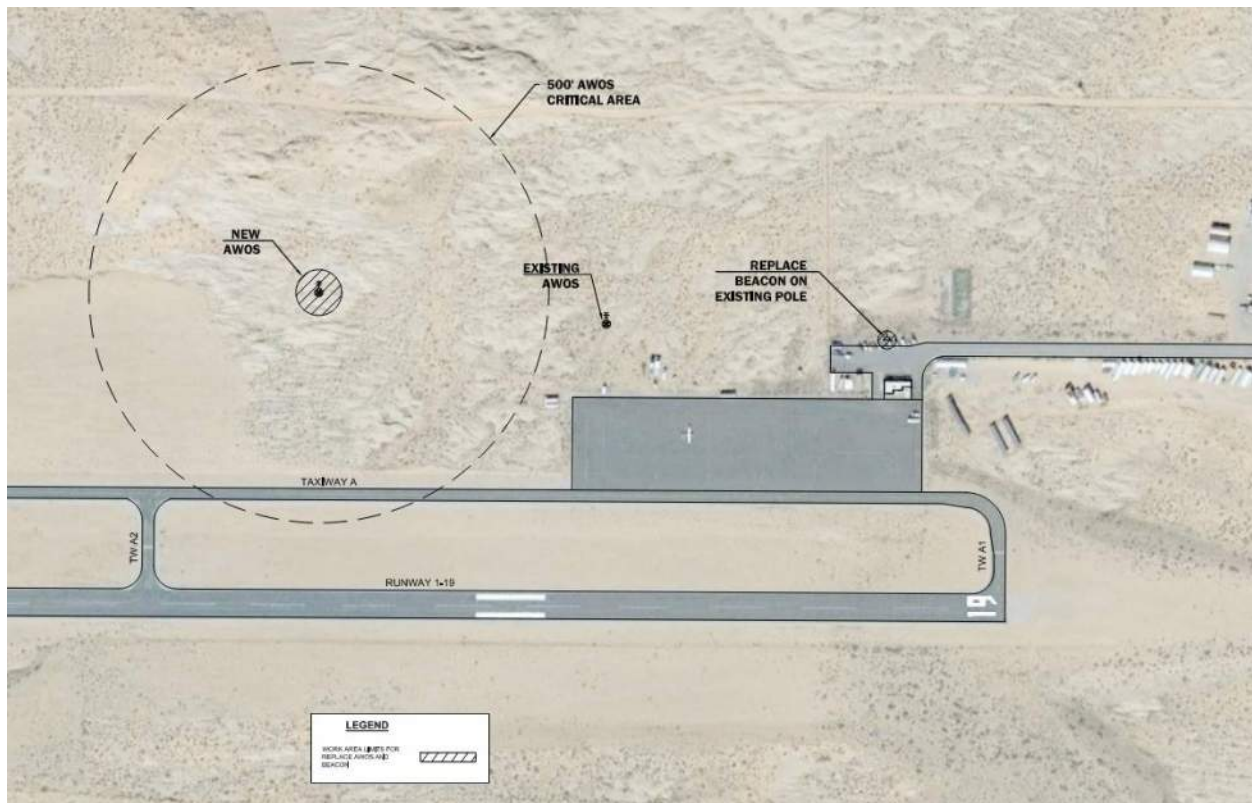


EXHIBIT NO. 1

DESCRIPTION

Replace and relocate AWOS-III.

The existing AWOS-III equipment will be replaced and relocated. Project items will include removing existing AWOS equipment, installing new equipment foundations, utility improvements (extend power and communications), equipment installation and FAA acceptance/commissioning. During the AWOS-III

replacement, a target of opportunity exists to relocate the equipment 500' (+/-) to the south so future hangar development will not be within the AWOS critical area, as shown on the current U96 ALP. The existing AWOS-III was installed in 2002 and has surpassed its useful lifespan of 15 years per FAA guidance (Order 5100.38D AIP Handbook, Table 3-7). Annual equipment maintenance costs are increasing and system reliability is decreasing.

Replace Existing Airport Beacon

The existing beacon will be replaced on the existing drop-down pole. Project items will include removing the existing rotating beacon and replacing it with new beacon. The existing airport beacon was installed in 2005, has operated continuously during night hours for 17 years (+) and has exceeded its useful life. Equipment maintenance costs are increasing and system reliability is decreasing.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes; 4) Construction Administration Phase, 5) Post-Construction Coordination Phase and 6) On-site Construction Coordination Phase and Reimbursable Costs During Construction. Additional services will be completed by a subconsultant to the Engineer will include Environmental Survey and Reports and Quality Assurance testing during construction. These items will be included under **Part B-Special Services**. Parts A and B and the six phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), and determine the feasibility of the proposed project. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to four meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.09.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design for the project.

1.06 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.07 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall complete

a documented CATEX following current FAA guidance and address potential environmental effects resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

| TASK 1 DELIVERABLES | TO FAA/STATE | TO SPONSOR |
|--|--------------|------------|
| 1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting | ✓ | ✓ |
| 1.02 Scope of Work and Draft Contract for the Sponsor | ✓ | ✓ |
| 1.03 Preliminary Cost Estimate | ✓ | ✓ |
| 1.04 Design Schedule and PSR | ✓ | ✓ |
| 1.06 Federal Grant Application | ✓ | ✓ |
| 1.07 Environmental Documentation | ✓ | ✓ |

| TASK 1 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|---|---|
| 1.01 Pre-Design Meeting | <ul style="list-style-type: none"> Monticello, UT - One (1) Office Manager, one (1) Senior Consultant and one (1) Project Manager - Assume One (1) hour via teleconference (1 meeting) |
| 1.02 Prepare Project Scope of Work and Contract | <ul style="list-style-type: none"> Monticello, UT – One (1) Project Manager - Assume One (1) hour via teleconference (1 meeting) |

2.0 Design Phase

2.01 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and *Wage Rates*. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.02 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.03 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

| Plan Name/Description | Number of Sheets |
|--|------------------|
| Cover Sheet | 1 |
| Index of Drawings, Summary of Approximate Quantities and General Notes | 2 |
| Survey Control Plan | 1 |
| Geotechnical Investigation Plan | 1 |
| Construction Layout Plan | 1 |
| Construction Phasing Plan | 1 |
| Environmental Exhibit | 1 |
| AWOS and Beacon Layout Plan | 1 |
| AWOS and Beacon Details | 3 |
| Total Sheet Count | 12 |

2.04 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item L-101 Airport Rotating Beacons
- Item L-108 Underground Power Cable for Airports
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-119 Airport Obstruction Lights

Additional Non-FAA specifications will include, but are not limited to, the following items:

- L-126 Automated Weather Observing System

2.05 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to; Haul Roads, Airport Security, Radio Communications, Work Schedule, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Liquidated Damages, Acceptance Testing, and Instruction Manuals.

2.06 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities and stormwater management and associated permits (SWPPP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.07 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

2.08 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.09 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.10 Prepare Engineer's Design Report. This task includes preparation of the Engineer's Design Report in accordance with current FAA Local Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.11 Review Plans at 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.12 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 90% review, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.13 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor, UDOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

| TASK 2 DELIVERABLES | TO FAA/STATE | TO SPONSOR |
|--|--------------|------------|
| 2.01 Preliminary Contract Documents for Sponsor's Review | ✓ | ✓ |
| 2.02 CSPP at 90% Complete | ✓ | ✓ |
| 2.07 FAA Form 7460 | ✓ | ✓ |
| 2.11 90% Construction Plans, Specifications, Contract Documents, and Engineer's Design Report | ✓ | ✓ |
| 2.13 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report | ✓ | ✓ |

| TASK 2 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|----------------------------------|---|
| 2.11 Plan Review at 90% Complete | <ul style="list-style-type: none"> Monticello, UT – One (1) Project Manager - Assume One (1) hour via teleconference (1 meeting) |

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in the San Juan Record newspaper as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors to maximize project exposure and generate interest in the project.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting in sequence with the Sponsor and contract document requirements. The meeting will be held via a video conference call. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Attend Bid Opening. The Engineer shall attend the bid opening for the project via a videoconference, which will be conducted by the Sponsor.

3.06 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and

tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgment of addenda, and in-state licensure verification shall be completed.

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.6. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

| TASK 3 DELIVERABLES | TO FAA/STATE | TO SPONSOR |
|---|--------------|------------|
| 3.01 Required Bidding Documents | ✓ | ✓ |
| 3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes | ✓ | ✓ |
| 3.03 Addenda | ✓ | ✓ |
| 3.06 Bid Tabulations | ✓ | ✓ |
| 3.07 Recommendation of Award | ✓ | ✓ |

| TASK 3 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|--------------------------------------|---|
| 3.02 Prepare/Conduct Pre-Bid Meeting | <ul style="list-style-type: none"> Monticello, UT - One (1) Project Manager and one (1) Construction Manager - Assume One (1) hour via videoconference (1 meeting) |
| 3.05 Attend Bid Opening | <ul style="list-style-type: none"> Monticello, UT – One (1) Project Manager - Assume One (1) hour via videoconference (1 meeting) |

EX Reimbursable Costs During Design and Bidding

This section includes reimbursable items such as auto rental, mileage, lodging, per diem and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the construction administration phase, post-construction coordination phase (invoiced on a lump sum basis), and on-site construction coordination phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for quality assurance testing verification during construction.

4.0 Construction Administration Phase

4.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

4.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, Airport Improvement Program Construction Project Change Orders.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

4.03 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

4.04 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held via video conference call and will include the Sponsor, FAA (if possible), Contractor, subcontractors and airport tenants affected by the project.

4.05 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

4.06 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be four RFRs for expenses incurred during the construction and closeout phase of the project.

| TASK 4 DELIVERABLES | TO FAA/STATE | TO SPONSOR |
|---|--------------|------------|
| 4.01 Issue Construction Plans, Specifications, and Contract Documents | ✓ | ✓ |
| 4.01 Notice of Award, Notice to Proceed, and Contract Agreement | ✓ | ✓ |
| 4.02 Change Orders/Supplemental Agreements | ✓ | ✓ |
| 4.02 Monthly Invoice and Monthly PSR | | ✓ |
| 4.02 Pay Request Review Documentation | | ✓ |
| 4.02 Quarterly Performance Reports | ✓ | ✓ |
| 4.02 Weekly/Monthly Reports | ✓ | ✓ |
| 4.04 Pre-Construction Agenda and Meeting Minutes | ✓ | ✓ |
| 4.05 Review and Approval of SPCD and Final SPCD | ✓ | ✓ |
| 4.06 Request for Reimbursement | ✓ | ✓ |

| TASK 4 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|---------------------------------------|---|
| 4.04 Conduct Pre-Construction Meeting | <ul style="list-style-type: none"> Monticello, UT - One (1) Project Manager and one (1) Construction Manager - Assume One (1) hour via videoconference (1 meeting) |

5.0 Post Construction Coordination Phase

5.01 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

5.02 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

5.03 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The recorded drawings will be provided to the FAA electronically.

5.04 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

5.05 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

5.06 Update and Modify Airport Layout Plan (ALP). The Engineer will review and update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review. It is anticipated that Sheet 3, Airport Layout Pla, and Sheet 4, Terminal Area Plan, will be updated. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

5.07 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

| TASK 5 DELIVERABLES | TO FAA/STATE | TO SPONSOR |
|--------------------------------|--------------|------------|
| 5.01 Clean-up List | ✓ | ✓ |
| 5.02 Punchlists | ✓ | ✓ |
| 5.03 Record Drawings | ✓ | ✓ |
| 5.04 Final Construction Report | ✓ | ✓ |
| 5.05 DBE Uniform Report | ✓ | ✓ |
| 5.06 Updated ALP | ✓ | ✓ |
| 5.07 Project Cost Summary | ✓ | ✓ |

| TASK 5 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|-------------------------------|---|
| 5.02 Conduct Final Inspection | <ul style="list-style-type: none"> Cal Black Memorial Airport, San Juan County, UT - One (1) Project Manager and one (1) Construction Manager - Assume full day site visit (1 site visit) - Assume travel to/from St. George, UT to Cal Black Memorial Airport, San Juan County, UT with one (1) overnight stay for Project Manager and Construction Manager |

6.0 On-Site Construction Coordination Phase

This phase will consist of providing one full time Construction Manager. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take ten working days to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

6.01 Provide Resident Engineering. The Construction Manager will work approximately 12 hours per day. It is assumed that the Construction Manager will be able to complete all daily project documentation in the course of the shift and that total on-site inspection time is anticipated to be 10 working days. It is assumed that the Contractor will work five (5) days a week during the construction period resulting in 10 working days.

The following tasks will be performed during the course of a typical day's shift during construction:

- a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- b. Review copies of the survey data and other construction tasks for general compliance with the construction documents.
- c. Coordinate, review and provide a response to construction and general project Request for Information (RFIs).

- d. Prepare and process change orders.
- e. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- f. Review and coordinate revisions by the Contractor for quality control and quality assurance testing firm submittals performed as part of the quality assurance testing required by the project specifications.
- g. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- h. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- i. Maintain daily logs of the construction activities for the duration of time on site which includes the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD.
- j. Verify that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- k. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA and the office following the week of actual construction activities performed. Verify each week that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

6.02 Provide AWOS Calibration Marker and Reference Stakes. To support the installation and calibration of the proposed AWOS, the engineer will establish a reference monument Geodetic North 100 feet from the proposed AWOS tower. This monument will be used for commissioning and future calibration of the equipment. Along with the True North Marker, the Engineer will provide limited project control and offset stakes marking the proposed location of the AWOS Tower prior to construction.

| TASK 6 DELIVERABLES | TO FAA/STATE | TO SPONSOR |
|--|--------------|------------|
| 6.01a Coordinate Submittal Reviews | | |
| 6.01c Coordinate RFIs | | ✓ |
| 6.01d Change Orders | ✓ | ✓ |
| 6.01e Payroll Reviews | | |
| 6.01f Quality Assurance/Quality Controls Results Compilation | | ✓ |
| 6.01h Periodic Cost Estimates | ✓ | ✓ |
| 6.01k Weekly Reports | ✓ | ✓ |

| TASK 6 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|--|---|
| 6.02 AWOS Calabration Reference Monument | <ul style="list-style-type: none"> • Cal Black Memorial Airport, San Juan County, UT - One (1) Surveyor - Assume full day site visit (1 site visit) - Assume travel to/from Denver, CO to Cal Black Memorial Airport, San Juan County, UT with one (1) overnight stay for Surveyor |

EX Reimbursable Costs During Construction This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 4 and 5 Reimbursables are invoiced on a lump sum basis and Section 6 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project, but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- L-126 Automated Weather Observing System

Environmental Survey and Reports. Biological, cultural, and paleontological surveys and analysis will be completed to identify existing resources and satisfy City, State and Federal regulations. Field visits will be performed under the direct supervision of the Engineer. Final reports will be completed for each resource (biological, cultural, and paleontological) to be assessed in the CATEX.

Assumptions

The scope of services described previously is based on the following assumptions of responsibilities by the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. Each trip is included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Engineer will provide additional base mapping of existing topography, planimetric features and underground utilities needed in the design phase of the project.
5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Local Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

8. The Engineer will utilize the following plan standards for the project:

- Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
- Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
- Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
- All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
- Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
- The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

9. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

- The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
- The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
- FAA General Provisions and required contract language will be used.

10. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

12. It is assumed that an As-built survey and submittal of aeronautical data to Airports GIS (AGIS) will not be required for the Airport Beacon and AWOS.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: Cal Black Memorial Airport
 AIP NO.: 3-49-0055-021-2023
 PROJECT: Replace AWOS and Rotating Beacon
 DATE: April 14, 2023

FEE BREAKDOWN

| Labor Category | Total Hours | Billing Rate | Total Cost |
|--|----------------|--------------------|-----------------|
| 1.0 Preliminary Design Phase (Lump Sum) | | | |
| Senior Project Manager | 1 hrs. x | \$ 290.00 /hr = | \$ 290.00 |
| Engineer Program Director I | 2 hrs. x | \$ 290.00 /hr = | \$ 580.00 |
| Project Manager IV | 23 hrs. x | \$ 255.00 /hr = | \$ 5,865.00 |
| CADD Tech II | 2 hrs. x | \$ 120.00 /hr = | \$ 240.00 |
| Senior Consultant I | 2 hrs. x | \$ 265.00 /hr = | \$ 530.00 |
| Project Coordinator II | 6 hrs. x | \$ 135.00 /hr = | \$ 810.00 |
| Planner III | 8 hrs. x | \$ 180.00 /hr = | \$ 1,440.00 |
| SUBTOTAL | 44 hrs. | SUBTOTAL \$ | 9,755.00 |
| Reimbursables | | | |
| Auto Rental | 0 Day x | \$ 85.00 /Day= | |
| Mileage | 0 Mi x | \$ 0.655 /Mi= | |
| Lodging + Tax & Fees | 0 Day x | \$ 115.00 /Day= | |
| Per Diem | 0 Day x | \$ 59.00 /Day= | |
| Travel & Airline Costs | 0 Trip x | \$ 500.00 /Trip= | |
| | | SUBTOTAL \$ | - |
| PHASE SUBTOTAL | | \$ | 9,755.00 |

LABOR HOUR BREAKDOWN

| TASK | LABOR CATEGORY | | | | | | | |
|--|------------------------|-----------------------------|--------------------|--------------|---------------------|------------------------|-------------|--------------------|
| | Senior Project Manager | Engineer Program Director I | Project Manager IV | CADD Tech II | Senior Consultant I | Project Coordinator II | Planner III | Phase Item Costs |
| 1.0 Preliminary Design Phase (Lump Sum) | | | | | | | | |
| 1.01 Coordinate and Attend Meetings with the Sponsor and FAA | | 1 | 2 | | 2 | | | \$ 1,330.00 |
| 1.02 Prepare Project Scope of Work and Contract | 1 | 1 | 4 | | | 2 | | \$ 1,870.00 |
| 1.03 Prepare Preliminary Cost Estimating | | | 1 | | | | | \$ 255.00 |
| 1.04 Provide Project Coordination | | | 12 | | | | | \$ 3,060.00 |
| 1.05 Review Existing Documents | | | 2 | | | | | \$ 510.00 |
| 1.06 Prepare Federal Grant Application | | | 2 | | | 4 | | \$ 1,050.00 |
| 1.07 Prepare Environmental Documentation | | | | 2 | | | 8 | \$ 1,680.00 |
| TOTALS | 1 | 2 | 23 | 2 | 2 | 6 | 8 | \$ 9,755.00 |

| Labor Category | Total Hours | Billing Rate | Total Cost |
|------------------------------------|-------------------|--------------------|------------------|
| 2.0 Design Phase (Lump Sum) | | | |
| Project Manager IV | 14.5 hrs. x | \$ 255.00 /hr = | \$ 3,697.50 |
| Engineer Phase Manager I | 35 hrs. x | \$ 155.00 /hr = | \$ 5,425.00 |
| CADD Tech II | 32 hrs. x | \$ 120.00 /hr = | \$ 3,840.00 |
| Quality Control Manager | 4 hrs. x | \$ 255.00 /hr = | \$ 1,020.00 |
| Project Coordinator II | 18 hrs. x | \$ 135.00 /hr = | \$ 2,430.00 |
| Electrical Phase Manager IV | 20 hrs. x | \$ 260.00 /hr = | \$ 5,200.00 |
| SUBTOTAL | 123.5 hrs. | SUBTOTAL \$ | 21,612.50 |
| Reimbursables | | | |
| Auto Rental | 0 Day x | \$ 85.00 /Day= | |
| Mileage | 0 Mi x | \$ 0.655 /Mi= | |
| Lodging + Tax & Fees | 0 Day x | \$ 115.00 /Day= | |
| Per Diem | 0 Day x | \$ 59.00 /Day= | |
| Travel & Airline Costs | 0 Trip x | \$ 500.00 /Trip= | |
| | | SUBTOTAL \$ | - |
| PHASE SUBTOTAL | | \$ | 21,612.50 |

| TASK | LABOR CATEGORY | | | | | | | Phase Item Costs |
|--|--------------------|--------------------------|--------------|-------------------------|------------------------|-----------------------------|----------|---------------------|
| | Project Manager IV | Engineer Phase Manager I | CADD Tech II | Quality Control Manager | Project Coordinator II | Electrical Phase Manager IV | | |
| 2.0 Design Phase (Lump Sum) | | | | | | | | |
| 2.01 Prepare Preliminary Contract Documents | 2 | | | | 4 | | | \$ 1,050.00 |
| 2.02 Prepare Construction Safety and Phasing Plan (CSPP) | | | 2 | | 2 | | | \$ 1,130.00 |
| 2.03 Prepare Preliminary Construction Plans | | | | | | | | |
| Cover Sheet | | 0.5 | 2 | | | | | \$ 317.50 |
| Index of Drawings/Summary of Approximate Quantities & General Notes | | 0.5 | 2 | | | | | \$ 317.50 |
| Survey Control Plan | 0.5 | 1 | 2 | | | | | \$ 522.50 |
| Geotechnical Investigation Plan | 0.5 | 1 | 2 | | | | | \$ 522.50 |
| Construction Layout Plan | 0.5 | 1 | 4 | | | | | \$ 762.50 |
| Construction Phasing Plan | 0.5 | 1 | 4 | | | | | \$ 762.50 |
| Environmental Exhibit | 0.5 | 1 | 4 | | | | | \$ 762.50 |
| AWOS and Beacon Layout Plan | 0.5 | 1 | 4 | | | 4 | | \$ 1,802.50 |
| AWOS and Beacon Details | 0.5 | 1 | 4 | | | 4 | | \$ 1,802.50 |
| 2.04 Prepare Preliminary Technical Specifications | 1 | 4 | | | | 4 | | \$ 1,915.00 |
| 2.05 Prepare Preliminary Special Provisions | | 2 | | | | 2 | | \$ 830.00 |
| 2.06 Compile/Submit Permits | 2 | | | | 2 | | | \$ 780.00 |
| 2.07 Compile/Submit FAA Form 7460 | | 1 | | | 2 | | | \$ 425.00 |
| 2.08 Calculate Estimated Quantities | | 2 | | | | 1 | | \$ 570.00 |
| 2.09 Prepare Estimate of Probable Construction Cost | | 2 | | | | 1 | | \$ 570.00 |
| 2.10 Prepare Engineer's Design Report | 3 | 6 | | | 4 | 2 | | \$ 2,755.00 |
| 2.11 Review Plans at 90% Complete | 2 | 4 | | | | 2 | | \$ 1,650.00 |
| 2.12 Provide In-House Quality Control | | | | 4 | | | | \$ 1,020.00 |
| 2.13 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report | 1 | 2 | 2 | | 4 | | | \$ 1,345.00 |
| TOTALS | 14.5 | 35 | 32 | 4 | 18 | 20 | 0 | \$ 21,612.50 |

| Labor Category | Total Hours | Billing Rate | Total Cost |
|-------------------------------------|-------------|--------------------|--------------------|
| 3.0 Bidding Phase (Lump Sum) | | | |
| Project Manager IV | 12 hrs. x | \$ 255.00 /hr = \$ | 3,060.00 |
| Construction Manager II | 1 hrs. x | \$ 170.00 /hr = \$ | 170.00 |
| Project Coordinator II | 8 hrs. x | \$ 135.00 /hr = \$ | 1,080.00 |
| SUBTOTAL | | | 4,310.00 |
| Reimbursables | | | |
| Auto Rental | Day x | \$ 85.00 /Day= | |
| Mileage | Mi x | \$ 0.655 /Mi= | |
| Lodging + Tax & Fees | Day x | \$ 115.00 /Day= | |
| Per Diem | Day x | \$ 59.00 /Day= | |
| Travel & Airline Costs | Trip x | \$ 500.00 /Trip= | |
| SUBTOTAL | | | \$ - |
| PHASE SUBTOTAL | | | \$ 4,310.00 |

| TASK | LABOR CATEGORY | | | | | Phase Item Costs |
|---------------------------------------|--------------------|-------------------------|------------------------|----------|----------|--------------------|
| | Project Manager IV | Construction Manager II | Project Coordinator II | | | |
| 3.0 Bidding Phase (Lump Sum) | | | | | | |
| 3.01 Provide Bid Assistance | 2 | | 4 | | | \$ 1,050.00 |
| 3.02 Prepare/Conduct Pre-Bid Meeting | 4 | 1 | | | | \$ 1,190.00 |
| 3.03 Prepare Addenda | 1 | | 1 | | | \$ 390.00 |
| 3.04 Consult with Prospective Bidders | 2 | | | | | \$ 510.00 |
| 3.05 Attend Bid Opening | 1 | | | | | \$ 255.00 |
| 3.06 Review Bid Proposals | 1 | | 2 | | | \$ 525.00 |
| 3.07 Prepare Recommendation of Award | 1 | | 1 | | | \$ 390.00 |
| TOTALS | | | | | | |
| | 12 | 1 | 8 | 0 | 0 | \$ 4,310.00 |

Item 19.

| Labor Category | Total Hours | Billing Rate | Total Cost |
|---|-------------|--------------------|--------------------|
| 4.0 Construction Administration Phase (Lump Sum) | | | |
| Project Manager IV | 16 hrs. x | \$ 255.00 /hr = \$ | 4,080.00 |
| Construction Manager II | 4 hrs. x | \$ 170.00 /hr = \$ | 680.00 |
| Project Coordinator II | 16 hrs. x | \$ 135.00 /hr = \$ | 2,160.00 |
| SUBTOTAL | | | 6,920.00 |
| Reimbursables | | | |
| Auto Rental | Day x | \$ 85.00 /Day= | |
| Mileage | Mi x | \$ 0.655 /Mi= | |
| Lodging + Tax & Fees | Day x | \$ 115.00 /Day= | |
| Per Diem | Day x | \$ 59.00 /Day= | |
| Travel & Airline Costs | Trip x | \$ 500.00 /Trip= | |
| SUBTOTAL | | | \$ - |
| PHASE SUBTOTAL | | | \$ 6,920.00 |

| TASK | LABOR CATEGORY | | | | | Phase Item Costs |
|--|--------------------|-------------------------|------------------------|----------|----------|--------------------|
| | Project Manager IV | Construction Manager II | Project Coordinator II | | | |
| 4.0 Construction Administration Phase (Lump Sum) | | | | | | |
| 4.01 Prepare Construction Contract and Documents | 2 | | 4 | | | \$ 1,050.00 |
| 4.02 Provide Project Coordination | 8 | | | | | \$ 2,040.00 |
| 4.03 Review Environmental Documentation | 2 | | | | | \$ 510.00 |
| 4.04 Prepare/Conduct Pre-Construction Meeting | 2 | 4 | | | | \$ 1,190.00 |
| 4.05 Review Contractor's Safety Plan Compliance Document | 2 | | | | | \$ 510.00 |
| 4.06 Prepare Requests for Reimbursement | | | 12 | | | \$ 1,620.00 |
| TOTALS | | | | | | |
| | 16 | 4 | 16 | 0 | 0 | \$ 6,920.00 |

| Labor Category | Total Hours | Billing Rate | Total Cost |
|--|-------------|--------------------|---------------------|
| 5.0 Post Construction Coordination Phase (Lump Sum) | | | |
| Project Manager IV | 20 hrs. x | \$ 255.00 /hr = \$ | 5,100.00 |
| Construction Manager II | 29 hrs. x | \$ 170.00 /hr = \$ | 4,930.00 |
| Project Coordinator II | 10 hrs. x | \$ 135.00 /hr = \$ | 1,350.00 |
| CADD Tech II | 4 hrs. x | \$ 120.00 /hr = \$ | 480.00 |
| Associate Planner I | 8 hrs. x | \$ 155.00 /hr = \$ | 1,240.00 |
| SUBTOTAL | | | 13,100.00 |
| Reimbursables | | | |
| Auto Rental | 2 Day x | \$ 85.00 /Day= | 170.00 |
| Mileage | 800 Mi x | \$ 0.655 /Mi= | 524.00 |
| Lodging + Tax & Fees | 2 Day x | \$ 115.00 /Day= | 230.00 |
| Per Diem | 4 Day x | \$ 59.00 /Day= | 236.00 |
| Travel & Airline Costs | 0 Trip x | \$ 500.00 /Trip= | |
| SUBTOTAL | | | 1,160.00 |
| PHASE SUBTOTAL | | | \$ 14,260.00 |

| TASK | LABOR CATEGORY | | | | | Phase Item Costs |
|--|--------------------|-------------------------|------------------------|--------------|---------------------|---------------------|
| | Project Manager IV | Construction Manager II | Project Coordinator II | CADD Tech II | Associate Planner I | |
| 5.0 Post Construction Coordination Phase (Lump Sum) | | | | | | |
| 5.01 Prepare Clean-up Item List | | 2 | | | | \$ 340.00 |
| 5.02 Conduct Final Inspection | 16 | 16 | | | | \$ 6,800.00 |
| 5.03 Prepare Engineering Record Drawings | | 1 | | 4 | | \$ 650.00 |
| 5.04 Prepare Final Construction Report | 2 | 4 | 8 | | | \$ 2,270.00 |
| 5.05 Prepare DBE Uniform Report | 1 | 4 | 2 | | | \$ 1,205.00 |
| 5.06 Update and Modify Airport Layout Plan (ALP) | | | | | 8 | \$ 1,240.00 |
| 5.07 Summarize Project Costs | 1 | 2 | | | | \$ 595.00 |
| TOTALS | | | | | | |
| | 20 | 29 | 10 | 4 | 8 | \$ 13,100.00 |

| | |
|---|---|
| Application for Federal Assistance SF-424 | |
| *1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | *2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision |
| *3. Date Received: | 4. Applicant Identifier: U96 - Cal Black Memorial Airport |
| 5a. Federal Entity Identifier: | *5b. Federal Award Identifier: AIP No. 3-49-0055-021-2024 |
| State Use Only: | |
| 6. Date Received by State: | 7. State Application Identifier: |
| 8. APPLICANT INFORMATION: | |
| *a. Legal Name: San Juan County | |
| *b. Employer/Taxpayer Identification Number (EIN/TIN): 87-6000305 | *c. UEI: WCVABP2FEVA2 |
| d. Address: | |
| *Street 1: | 117 South Main |
| Street 2: | P.O. Box 9 |
| *City: | Monticello |
| County/Parish: | San Juan County |
| *State: | UT |
| *Province: | |
| *Country: | USA: United States |
| *Zip / Postal Code | 84535-7866 |
| e. Organizational Unit: | |
| Department Name: Cal Black Memorial Airport, U96 | Division Name: |
| f. Name and contact information of person to be contacted on matters involving this application: | |
| Prefix: Mr. | *First Name: Mack |
| Middle Name: | |
| *Last Name: McDonald | |
| Suffix: | |
| Title: San Juan County Administrator/Airport Manager | |
| Organizational Affiliation: San Juan County | |
| *Telephone Number: (435) 587-3225 | Fax Number: (435) 587-2447 |
| *Email: mmcdonald@sanjuancounty.org | |

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration - Denver ADO

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

Not Applicable

*Title:

N/A

13. Competition Identification Number:

Not Applicable

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Monticello & Halls Crossing, San Juan County, Utah

***15. Descriptive Title of Applicant's Project:**

Install Weather Reporting Equipment (Replace/Relocate AWOS-III P/T); Rehabilitate/Replace Airport Beacon

Attach supporting documents as specified in agency instructions.

| Application for Federal Assistance SF-424 | |
|---|-----------------------------|
| 16. Congressional Districts Of: | |
| *a. Applicant: UT-003 | *b. Program/Project: UT-003 |
| Attach an additional list of Program/Project Congressional Districts if needed. | |
| 17. Proposed Project: | |
| *a. Start Date: 12/01/2022 | *b. End Date: 12/31/2024 |
| 18. Estimated Funding (\$): | |
| *a. Federal | \$ 318,156 |
| *b. Applicant | \$ 16,447 |
| *c. State | \$ 16,447 |
| *d. Local | \$ 0 |
| *e. Other | \$ 0 |
| *f. Program Income | \$ 0 |
| *g. TOTAL | \$ 351,050 |
| *19. Is Application Subject to Review By State Under Executive Order 12372 Process? | |
| <input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____. | |
| <input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. | |
| <input type="checkbox"/> c. Program is not covered by E.O. 12372. | |
| *20. Is the Applicant Delinquent On Any Federal Debt? | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If "Yes", explain: | |
| 21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) | |
| <input checked="" type="checkbox"/> ** I AGREE | |
| ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions. | |
| Authorized Representative: | |
| Prefix: Mr. | *First Name: Bruce |
| Middle Name: _____ | |
| *Last Name: Adams | |
| Suffix: _____ | |
| *Title: San Juan County Commission Chair | |
| *Telephone Number: (435) 587-3225 | Fax Number: (435) 587-2447 |
| * Email: bbadams@sanjuancounty.org | |
| *Signature of Authorized Representative: | *Date Signed: |



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

| Part II - SECTION A | |
|---|--|
| The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form. | |
| Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below. | |
| Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A |
| If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: | |
| <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. | |
| <input type="checkbox"/> Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII). | |
| <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i> | |

PART II - SECTION B**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Appropriate action has been taken to restrict the use of land to uses that are compatible with normal airport operations.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The City is not in default on any obligation to the United States government.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

No facts or circumstances exist that might make it impossible for the Sponsor to complete the project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with plans of local public agencies.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The project has given fair consideration to the interest of communities in or near where the project will be located.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Consultation has occurred with airport users and affected parties using the airport which project is proposed.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Item 7 is Not Applicable. Project does not require an opportunity for a public hearing.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Item 8 is Not Applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no exclusive rights for any aeronautical activity at any airport owned or controlled by the Sponsor.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Sponsor owns all of the property associated with this project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Item 10b is Not Applicable to this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Item 10c is Not Applicable to this project.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION**SECTION A – GENERAL**

| | |
|----------------------------------|-----------------------------|
| 1. Assistance Listing Number: | 20.106 |
| 2. Functional or Other Breakout: | Airport Improvement Program |

SECTION B – CALCULATION OF FEDERAL GRANT

| Cost Classification | Latest Approved Amount (Use only for revisions) | Adjustment + or (-) Amount (Use only for revisions) | Total Amount Required |
|--|--|---|--------------------------|
| 1. Administration expense | | | \$ 5,000 |
| 2. Preliminary expense | | | 0 |
| 3. Land, structures, right-of-way | | | 0 |
| 4. Architectural engineering basic fees | | | 99,100 |
| 5. Other Architectural engineering fees | | | 0 |
| 6. Project inspection fees | | | 0 |
| 7. Land development | | | 0 |
| 8. Relocation Expenses | | | 0 |
| 9. Relocation payments to Individuals and Businesses | | | 0 |
| 10. Demolition and removal | | | 0 |
| 11. Construction and project improvement | | | 0 |
| 12. Equipment | | | 246,950 |
| 13. Miscellaneous | | | 0 |
| 14. Subtotal (Lines 1 through 13) | | | \$ 351,050 |
| 15. Estimated Income (if applicable) | | | 0 |
| 16. Net Project Amount (Line 14 minus 15) | | | 351,050 |
| 17. Less: Ineligible Exclusions (Section C, line 23 g.) | | | 0 |
| 18. Subtotal (Lines 16 through 17) | | | \$ 351,050 |
| 19. Federal Share requested of Line 18 | | | 318,156 |
| 20. Grantee share | | | 16,447 |
| 21. Other shares | | | 16,447 |
| 22. TOTAL PROJECT (Lines 19, 20 & 21) | | | \$ 351,050 |

| SECTION C – EXCLUSIONS | |
|---|--|
| 23. Classification (Description of non-participating work) | Amount Ineligible for Participation |
| a. | |
| b. | |
| c. | |
| d. | |
| e. | |
| f. | |
| g. Total | \$0 |

| SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE | |
|---|------------------|
| 24. Grantee Share – Fund Categories | Amount |
| a. Securities | |
| b. Mortgages | |
| c. Appropriations (by Applicant) | \$ 16,447 |
| d. Bonds | |
| e. Tax Levies | |
| f. Non-Cash | |
| g. Other (Explain): | |
| h. TOTAL - Grantee share | \$ 16,447 |
| 25. Other Shares | Amount |
| a. State | \$ 16,447 |
| b. Other | |
| c. TOTAL - Other Shares | \$ 16,447 |
| 26. TOTAL NON-FEDERAL FINANCING | \$ 32,894 |

| SECTION E – REMARKS |
|---|
| (Attach sheets if additional space is required) |
| <ol style="list-style-type: none"> 1. Standard DOT Title VI Assurances 2. Certification for Contracts, Grants, Loans, and Cooperative Agreements 3. Title VI Pre-Award Sponsor Checklist 4. Sponsor Certifications 5. Current FAA Advisory Circulars 6. Airport Sponsor Assurances 7. Exhibit "A" Property Map <p>The following item(s) are incorporated by reference:</p> <ol style="list-style-type: none"> 1. Plans and Specifications |

PART IV – PROGRAM NARRATIVE
(Suggested Format)

| |
|---|
| PROJECT: Install Weather Reporting Equipment (Replace/Relocate AWOS-III P/T); Rehab/Replace Airport Beacon |
| AIRPORT: Cal Black Memorial Airport (U96) |
| <p>1. Objective: The project's objective is to replace the existing AWOS and the rotating beacon. This equipment's maintenance costs are increasing and system reliability is decreasing. REPLACE/RELOCATE AWOS-III: Project includes removing existing AWOS equipment, installing a new AWOS foundation, extending power/communications cable, installing new AWOS and FAA commissioning. The new AWOS will be relocated 500' (+/-) to the south to allow future hangar development clear of the AWOS critical area. The existing AWOS was installed in 2002. REPLACE AIRPORT BEACON: Existing airport beacon was installed in 2005, has operated continuously during night hours for 17 years and has exceeded its useful life. Project will include removing existing beacon and installing a new beacon on the existing drop-down pole.</p> |
| <p>2. Benefits Anticipated: This project will benefit the pilots, southeast Utah and the airport. AWOS-III: Replacement AWOS will continue providing pilots with local/current/certified weather conditions; weather data needed to accurately prepare for departure/arrival at U96, increasing safety. The AWOS will also assist with regional emergency needs (ie., medical, firefighting & search/rescue). BEACON: Replacement beacon will provide a reliable visual NAVAID, allowing pilots to identify U96's location at night and during low visibility conditions. The replacement equipment will reduce annual maintenance costs, benefiting U96's operating budget.</p> |
| <p>3. Approach: (See approved Scope of Work in Final Application) The AWOS relocation/replacement and airport beacon replacement project is being completed through a traditional design, bid and construct process. Woolpert is serving as San Juan County's consultant to lead and assist with this effort. The design and bid package preparation will be completed and ready for advertisement by the end of January 2024. Following the public bid process, submitted bids will be opened by the first of March 2024. After the bid opening and the bid review/analysis, a recommendation of award will be submitted to the FAA for concurrence. Based upon this concurrence and funding availability, a contract will be awarded to the lowest-qualified bidder. A summer 2024 construction-start date is expected with a fall 2024 completion date, depending on availability and delivery of equipment. After project acceptance and an acceptable FAA AWOS certification, final administrative documentation will be completed and submitted to the FAA for review, acceptance and project closeout.</p> |
| <p>4. Geographic Location: Halls Crossing and San Juan County; specifically, the Cal Black Memorial Airport. The geographical reference point for the airport is N 37d 26m 07.10s, W 110d 33m 51.40s.</p> |
| <p>5. If Applicable, Provide Additional Information: Not Applicable.</p> |
| <p>6. Sponsor's Representative: (include address & telephone number) Mr. Mack McDonald, San Juan County, 117 South Main, P.O. Box 9, Monticello, UT 84535 Phone: (435)587-3225 E-Mail: mmcdonald@sanjuancounty.org</p> |

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification 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. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

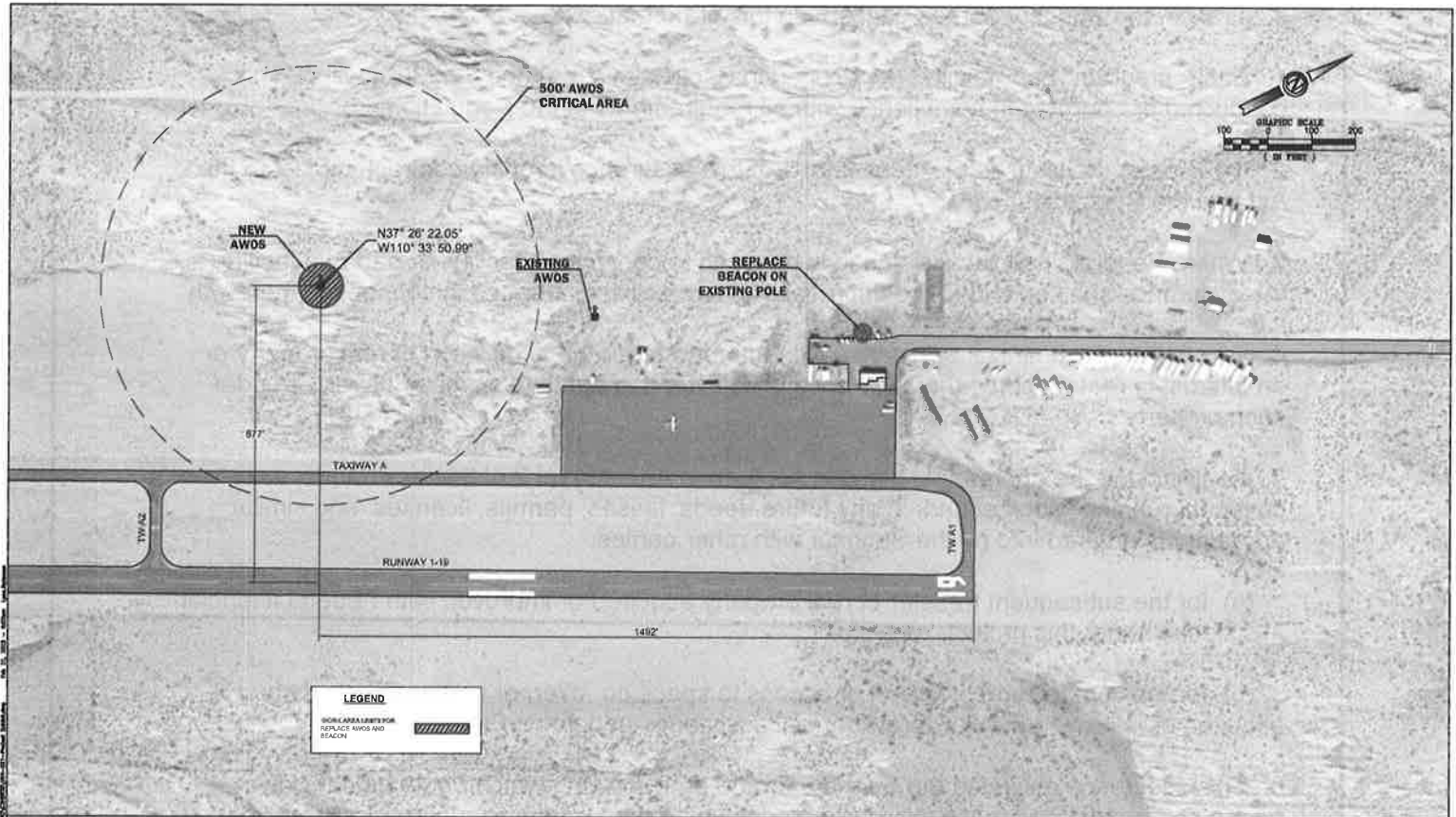
Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| | |
|--|---|
| * APPLICANT'S ORGANIZATION | |
| San Juan County, Utah | |
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| Prefix: Mr. | * First Name: Bruce |
| Middle Name: <input style="width: 150px;" type="text"/> | |
| * Last Name: Adams | Suffix: <input style="width: 80px;" type="text"/> |
| * Title: San Juan County Commission Chair | |
| * SIGNATURE: <input style="width: 300px; height: 40px;" type="text"/> | * DATE: <input style="width: 100px; height: 20px;" type="text"/> |

| Item No. | | Item Description | Unit | Quantity | Engineer's Estimate | |
|---|---|------------------|------|--|---------------------|----------------------|
| | | | | | Unit Cost | Cost |
| WOOLPERT | | | | | | |
| Cal Black Memorial Airport (U96) AIP No. 3-49-0055-021-2024 Relocate/Replace AWOS and Replace Beacon Engineer's Cost Estimate January 2024 | | | | | | |
| | | | | SCHEDULE I | | |
| | | | | Relocate and Replace AWOS and Replace Beacon | | |
| C-105 | MOBILIZATION | | | | | |
| C-105a | Mobilization | | LS | 1 | \$ 22,450.00 | \$ 22,450.00 |
| L-101 | AIRPORT ROTATING BEACONS | | | | | |
| L-101a | Remove L-801A Airport Beacon, Complete | | EA | 1 | \$ 1,000.00 | \$ 1,000.00 |
| L-101b | Install LED L-801A Airport Beacon, Complete | | EA | 1 | \$ 20,000.00 | \$ 20,000.00 |
| L-108 | UNDERGROUND POWER CABLE FOR AIRPORTS | | | | | |
| L-108a | Install #6 AWG, XHHW, 600V Wire | | LF | 4,000 | \$ 3.00 | \$ 12,000.00 |
| L-110 | AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS | | | | | |
| L-110a | Install 1-2" PVC Conduit (Direct Earth Buried) | | LF | 650 | \$ 20.00 | \$ 13,000.00 |
| L-115 | ELECTRICAL MANHOLES AND JUNCTION STRUCTURES | | | | | |
| L-115a | Install Handhole, Complete | | EA | 1 | \$ 1,000.00 | \$ 1,000.00 |
| L-126 | AUTOMATED WEATHER OBSERVING SYSTEM - LEVEL III | | | | | |
| L-126a | Remove AWOS-III, Complete | | LS | 1 | \$ 2,500.00 | \$ 2,500.00 |
| L-126b | Install AWOS-III P/T, Complete | | LS | 1 | \$ 175,000.00 | \$ 175,000.00 |
| CONSTRUCTION (SCHEDULE I) | | | | | | \$ 246,950.00 |
| ADMINISTRATION | | | | | | \$ 5,000.00 |
| CONSULTANT SERVICES | | | | | | \$ 99,100.00 |
| PROJECT TOTAL | | | | | | \$ 351,050.00 |



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A WOOLPERT COMPANY
30 SOUTH 400 WEST • SUITE 200 • ST. GEORGE, UTAH 84770
PHONE: 435-673-6177 • FAX: 435-673-6464
• WWW.AWOS.COM •

CAL BLACK MEMORIAL AIRPORT
AIP 3-19-0056-021-2023
REPLACE AWOS AND BEACON
PROJECT EXHIBIT
DATE: DECEMBER 2022

STANDARD DOT TITLE VI ASSURANCES

San Juan County, Utah (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

San Juan County, Utah
(Sponsor)

Bruce Adams,
San Juan County Commission Chair

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS**ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Cal Black Memorial Airport (U96)

LOCATION: Halls Crossing, Utah

AIP PROJECT NO.: 3-49-0055-021-2024

STATEMENTS APPLICABLE TO THIS PROJECT _____

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Cal Black Memorial Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Cal Black Memorial Airport, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** _____

TITLE: Bruce Adams, San Juan County Commission Chair

SPONSORING AGENCY: San Juan County, Utah

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; **N/A**
- b. The nature and basis of opposition; **N/A**
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; **N/A**
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. **N/A**
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; **N/A**
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; **N/A**
- g. Benefits to be gained by the proposed development; and **N/A**
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. **N/A**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
 Sponsor's Authorized Representative

Title Bruce Adams, San Juan County Commission Chair



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-021-2024

Description of Work: Install Weather Reporting Equipment (Replace/Relocate AWOS-III P/T);
Rehabilitate/Replace Airport Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
 Yes No N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- Abide by the terms of the statement; and
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
 Yes No N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 - Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- Yes No N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
 Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Cal Black Memorial Airport (U96)

Address: Halls Crossing, Utah

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of January , 2024 .

Name of Sponsor: San Juan County, Utah

Name of Sponsor's Authorized Official: Bruce Adams

Title of Sponsor's Authorized Official: San Juan County Commission Chair

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-021-2024

Description of Work: Install Weather Reporting Equipment (Replace/Relocate AWOS-III P/T); Rehabilitate/Replace Airport Beacon

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of January , 2024 .

Name of Sponsor: San Juan County, Utah

Name of Sponsor's Authorized Official: Bruce Adams

Title of Sponsor's Authorized Official: San Juan County Commission Chair

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-021-2024

Description of Work: Install Weather Reporting Equipment (Replace/Relocate AWOS-III P/T);
Rehabilitate/Replace Airport Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
 a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
 a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of January , 2024 .

Name of Sponsor: San Juan County, Utah

Name of Sponsor's Authorized Official: Bruce Adams

Title of Sponsor's Authorized Official: San Juan County Commission Chair

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-021-2024

Description of Work: Install Weather Reporting Equipment (Replace/Relocate AWOS-III P/T);
Rehabilitate/Replace Airport Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of January , 2024 .

Name of Sponsor: San Juan County, Utah

Name of Sponsor's Authorized Official: Bruce Adams

Title of Sponsor's Authorized Official: San Juan County Commission Chair

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-021-2024

Description of Work: Install Weather Reporting Equipment (Replace/Relocate AWOS-III P/T);
Rehabilitate/Replace Airport Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - Publicly opened at a time and place prescribed in the invitation for bids; and
 - Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - Plan for publicizing and soliciting an adequate number of qualified sources; and
 - Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- Only one qualified person/firm submits a responsive bid;
 - Award is to be made to other than the lowest responsible bidder; and
 - Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- Access to Records (§ 200.336)
 - Buy American Preferences (Title 49 U.S.C. § 50101)
 - Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - Occupational Safety and Health Act requirements (20 CFR part 1920)
 - Seismic Safety – building construction (49 CFR part 41)
 - State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - U.S. Trade Restriction (49 CFR part 30)
 - Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- Davis-Bacon and Related Acts (29 CFR part 5)
 - Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of January , 2024 .

Name of Sponsor: San Juan County, Utah

Name of Sponsor's Authorized Official: Bruce Adams

Title of Sponsor's Authorized Official: San Juan County Commission Chair

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-021-2024

Description of Work: Install Weather Reporting Equipment (Replace/Relocate AWOS-III P/T);
Rehabilitate/Replace Airport Beacon

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of January, 2024.

Name of Sponsor: San Juan County, Utah

Name of Sponsor's Authorized Official: Bruce Adams

Title of Sponsor's Authorized Official: San Juan County Commission Chair

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: San Juan County, Utah

Airport: Cal Black Memorial Airport (U96)

Project Number: A.I.P. 3-49-0055-021-2024

Description of Work: Install Weather Reporting Equipment (Replace/Relocate AWOS-III P/T);
Rehabilitate/Replace Airport Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
 Yes No N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
 Yes No N/A

3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement. Yes No N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

Yes No N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

Yes No N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

Yes No N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

Yes No N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

Yes No N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

Yes No N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

Yes No N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. Supporting documents for awards included in the project files.

Yes No N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes No N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of January , 2024 .

Name of Sponsor: San Juan County, Utah

Name of Sponsor's Authorized Official: Bruce Adams

Title of Sponsor's Authorized Official: San Juan County Commission Chair

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

| NUMBER | TITLE |
|--------------------------------|--|
| 70/7460-1M | Obstruction Marking and Lighting |
| 150/5000-9B | Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations |
| 150/5000-17 | Critical Aircraft and Regular Use Determination |
| 150/5020-1 | Noise Control and Compatibility Planning for Airports |
| 150/5070-6B, Changes 1 - 2 | Airport Master Plans |
| 150/5070-7 Change 1 | The Airport System Planning Process |
| 150/5100-13C | Development of State Aviation Standards for Airport Pavement Construction |
| 150/5200-28G | Notices to Airmen (NOTAMs) for Airport Operators |
| 150/5200-30D, Changes 1 - 2 | Airport Field Condition Assessments and Winter Operations Safety |
| 150/5200-31C, Changes 1 - 2 | Airport Emergency Plan |
| 150/5200-33C | Hazardous Wildlife Attractants on or near Airports |

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

| NUMBER | TITLE |
|-------------------------------|---|
| 150/5200-34A | Construction or Establishment of Landfills Near Public Airports |
| 150/5200-38 | Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans |
| 150/5210-5D | Painting, Marking, and Lighting of Vehicles Used on an Airport |
| 150/5210-7D | Aircraft Rescue and Fire Fighting Communications |
| 150/5210-13C | Airport Water Rescue Plans and Equipment |
| 150/5210-14B | Aircraft Rescue Fire Fighting Equipment, Tools and Clothing |
| 150/5210-15A | Aircraft Rescue and Firefighting Station Building Design |
| 150/5210-18A | Systems for Interactive Training of Airport Personnel |
| 150/5210-19A | Driver's Enhanced Vision System (DEVs) |
| 150/5220-10E | Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles |
| 150/5220-16E, Change 1 | Automated Weather Observing Systems (AWOS) for Non-Federal Applications |
| 150/5220-17B | Aircraft Rescue and Fire Fighting (ARFF) Training Facilities |
| 150/5220-18A | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials |
| 150/5220-20A | Airport Snow and Ice Control Equipment |
| 150/5220-21C | Aircraft Boarding Equipment |
| 150/5220-22B | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns |
| 150/5220-23A | Frangible Connections |
| 150/5220-24 | Airport Foreign Object Debris (FOD) Detection Equipment |
| 150/5220-25 | Airport Avian Radar Systems |
| 150/5220-26, Changes 1 - 2 | Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment |
| 150/5230-4C | Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports |
| 150/5300-13B | Airport Design |
| 150/5300-14D | Design of Aircraft Deicing Facilities |
| 150/5300-15A | Use of Value Engineering for Engineering and Design of Airport Grant Projects |

| NUMBER | TITLE |
|--------------------------------|--|
| 150/5300-16B | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey |
| 150/5300-17C, Change 1 | Standards for Using Remote Sensing Technologies in Airport Surveys |
| 150/5300-18B, Change 1 | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 150/5300-19 | Airport Data and Information Program |
| 150/5320-5D | Airport Drainage Design |
| 150/5320-6G | Airport Pavement Design and Evaluation |
| 150/5320-12C, Changes 1 - 8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |
| 150/5320-15A | Management of Airport Industrial Waste |
| 150/5320-17A | Airfield Pavement Surface Evaluation and Rating Manuals |
| 150/5325-4B | Runway Length Requirements for Airport Design |
| 150/5335-5D | Standardized Method of Reporting Airport Pavement Strength - PCR |
| 150/5340-1M, Change 1 | Standards for Airport Markings |
| 150/5340-5D | Segmented Circle Airport Marker System |
| 150/5340-18G, Change 1 | Standards for Airport Sign Systems |
| 150/5340-26C | Maintenance of Airport Visual Aid Facilities |
| 150/5340-30J | Design and Installation Details for Airport Visual Aids |
| 150/5345-3G | Specification for L-821, Panels for the Control of Airport Lighting |
| 150/5345-5B | Specifications for Airport Lighting Circuit Selector Switch |
| 150/5345-7F | Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits |
| 150/5345-10H | Specification for Constant Current Regulators and Regulator Monitors |
| 150/5345-12F | Specification for Airport and Heliport Beacons |

| NUMBER | TITLE |
|--------------|---|
| 150/5345-13B | Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26E | FAA Specification For L-823 Plug and Receptacle, Cable Connectors |
| 150/5345-27F | FAA Specification for Wind Cone Assemblies |
| 150/5345-28H | Precision Approach Path Indicator (PAPI) Systems |
| 150/5345-39E | Specification for L-853, Runway and Taxiway Retroreflective Markers |
| 150/5345-42J | Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories |
| 150/5345-43J | Specification for Obstruction Lighting Equipment |
| 150/5345-44K | Specification for Runway and Taxiway Signs |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures |
| 150/5345-46E | Specification for Runway and Taxiway Light Fixtures |
| 150/5345-47C | Specification for Series to Series Isolation Transformers for Airport Lighting Systems |
| 150/5345-49D | Specification L-854, Radio Control Equipment |
| 150/5345-50B | Specification for Portable Runway and Taxiway Lights |
| 150/5345-51B | Specification for Discharge-Type Flashing Light Equipment |
| 150/5345-52A | Generic Visual Glideslope Indicators (GVGI) |
| 150/5345-53D | Airport Lighting Equipment Certification Program |
| 150/5345-54B | Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems |
| 150/5345-55A | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure |
| 150/5345-56B | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS) |
| 150/5360-12F | Airport Signing and Graphics |
| 150/5360-13A | Airport Terminal Planning |
| 150/5360-14A | Access to Airports By Individuals With Disabilities |
| 150/5370-2G | Operational Safety on Airports During Construction |

| NUMBER | TITLE |
|--------------|---|
| 150/5370-10H | Standard Specifications for Construction of Airports |
| 150/5370-11B | Use of Nondestructive Testing in the Evaluation of Airport Pavements |
| 150/5370-13A | Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt |
| 150/5370-15B | Airside Applications for Artificial Turf |
| 150/5370-16 | Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements |
| 150/5370-17 | Airside Use of Heated Pavement Systems |
| 150/5380-6C | Guidelines and Procedures for Maintenance of Airport Pavements |
| 150/5380-7B | Airport Pavement Management Program |
| 150/5380-9 | Guidelines and Procedures for Measuring Airfield Pavement Roughness |
| 150/5390-2C | Heliport Design |
| 150/5395-1B | Seaplane Bases |

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

| NUMBER | TITLE |
|-------------------------------|--|
| 150/5100-14E, Change 1 | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects |
| 150/5100-17, Changes 1 - 7 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5100-21 | State Block Grant Program |
| 150/5370-12B | Quality Management for Federally Funded Airport Construction Projects |

Item 19.



COUNTY OF SAN JUAN

| | | |
|--|---|--|
| Unique Entity ID WCVABP2FEVA2 | CAGE / NCAGE 3VNH9 | Purpose of Registration All Awards |
| Registration Status Active Registration | Expiration Date Dec 11, 2024 | |
| Physical Address 117 S Main ST Monticello, Utah 84535-7866 United States | Mailing Address PO Box 9 Monticello, Utah 84535 United States | |

Business Information

| | | |
|--|--|--|
| Doing Business as (blank) | Division Name San Juan County | Division Number (blank) |
| Congressional District Utah 03 | State / Country of Incorporation (blank) / (blank) | URL http://www.sanjuancounty.org |

Registration Dates

| | | |
|--|--|--|
| Activation Date Dec 14, 2023 | Submission Date Dec 12, 2023 | Initial Registration Date May 17, 2004 |
|--|--|--|

Entity Dates

| | |
|---|---|
| Entity Start Date Jan 1, 1880 | Fiscal Year End Close Date Dec 31 |
|---|---|

Immediate Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Highest Level Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

| | | |
|---|---|--|
| Business Types | | |
| Entity Structure U.S. Government Entity | Entity Type US Local Government | Organization Factors (blank) |
| Profit Structure (blank) | | |

Item 19.

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Other Government Entities

Housing Authorities Public/Tribal
Planning Commission
Airport Authority
Council of Governments

Financial Information

| | |
|------------------------------------|------------------------------|
| Accepts Credit Card Payments No | Debt Subject To Offset No |
| EFT Indicator 0000 | CAGE Code 3VNH9 |

Points of Contact

Electronic Business

| | |
|--|---|
| ☒ Mack McDonald, Chief Administrative Officer | 117 South Main Street PO Box #9 Monticello, Utah 84535 United States |
| TAMMY GALLEGOS, Director | Post Office Box 9 Monticello, Utah 84535 United States |

Government Business

| | |
|--|--|
| ☒ Mack McDonald, Chief Administrative Officer | 117 S Main PO Box #9 Monticello, Utah 84535 United States |
| Tammy Gallegos, Director | 117 S Main PO Box Monticello, Utah 84535 United States |

Past Performance

| | |
|--|---|
| ☒ Peter Brown, Chief Deputy Clerk/Auditor | 117 South Main Street PO Box #9 Monticello, Utah 84535 United States |
|--|---|

Service Classifications

NAICS Codes

| Primary | NAICS Codes | NAICS Title |
|---------|-------------|--|
| Yes | 561110 | Office Administrative Services |
| | 237210 | Land Subdivision |
| | 921110 | Executive Offices |
| | 921130 | Public Finance Activities |
| | 921190 | Other General Government Support |
| | 922120 | Police Protection |
| | 922130 | Legal Counsel And Prosecution |
| | 922160 | Fire Protection |
| | 922190 | Other Justice, Public Order, And Safety Activities |

924110

Administration Of Air And Water Resource And Solid Waste Management Programs

Item 19.

925110

Administration Of Housing Programs

926110

Administration Of General Economic Programs

926120

Regulation And Administration Of Transportation Programs

926140

Regulation Of Agricultural Marketing And Commodities

926150

Regulation, Licensing, And Inspection Of Miscellaneous Commercial Sectors

Disaster Response

This entity does not appear in the disaster response registry.



**FAA
Airports**

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 -- 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR § 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source: "The San Juan County, Utah, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

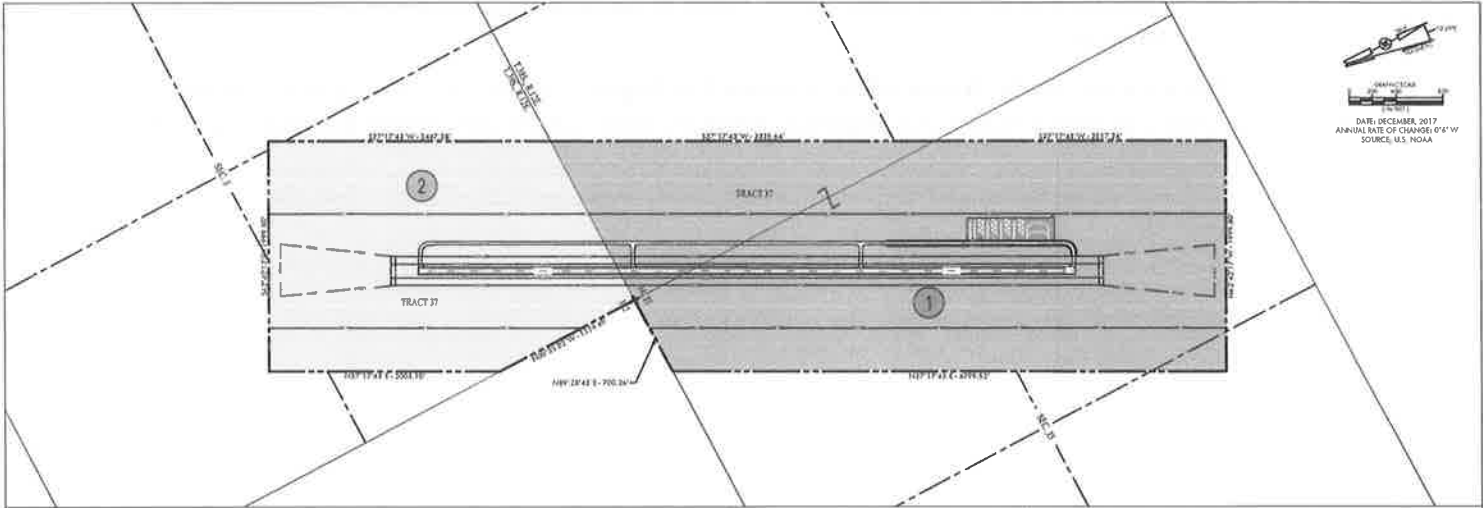
The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



DATE: DECEMBER, 2017
ANNUAL RATE OF CHANGE: 0.76" W
SOURCE: U.S. NOAA

AIRPORT PARCEL DATA

| ID | DESCRIPTION | GRANTOR | GRANTEE | DATE | PATENT NUMBER | INTEREST | ACRES | PURPOSE | NOTES |
|----|--|---|-----------------|-----------|---------------|----------|--------|---------------------|-------|
| 1 | TRACT 17, E. 1/4, S. 1/4, R. 12E, S. 41T, SAN JUAN MERRIAM | US DEPT. OF INTERIOR BUREAU OF LAND MANAGEMENT | SAN JUAN COUNTY | 9/19/1990 | 43900022 | PATENT | 244.52 | AIRPORT DEVELOPMENT | |
| 2 | TRACT 17, E. 1/4, S. 1/4, SAN JUAN MERRIAM | US DEPT. OF INTERIOR BUREAU OF LAND MANAGEMENT | SAN JUAN COUNTY | 9/19/1990 | 43900022 | PATENT | 125.90 | AIRPORT DEVELOPMENT | |

| NOTES | |
|-------|---|
| 1. | EXISTING AND FUTURE CONDITIONS SHOWN AS (E/F) |
| 2. | UTIMATE NOT SHOWN AND DOES NOT REQUIRE FUTURE ACQUISITIONS |
| 3. | LAND PATENT FROM BLM (BUREAU OF LAND MANAGEMENT) WAS CONFIRMED ON 1/31/2017 |

| SOURCE | |
|--------|--|
| 1. | THE SITE PLAN AND LINE WORK IS BASED ON THE PLANIMETRIC MAPPING INFORMATION COMPILED BY WOODRUFF IN 2017 |
| 2. | ALL HORIZONTAL COORDINATES - NAD83/2011 ALL VERTICAL COORDINATES - NAD83 |
| 3. | EXHIBIT A INFORMATION BASED ON AIR REVISION (2014) COMPILED BY CREAMER & HOBBS ENGINEERS |
| 4. | FOR DETAILED PROPERTY INFORMATION CONSULT THE OFFICIAL PERMITS REQUIREMENT OF 1.295, 8.125, AND 1.285 - 8.125, SAN JUAN MERRIAM PERFORMED BY THE UNITED STATES CADASTRAL SURVEYOR RICHARD A. ZANNOVICH, COMPLETED MARCH 1, 1990. |



| ISSUE RECORD | | | |
|--------------|-----|----|------|
| DES: R/L/B | NO. | BY | DATE |
| DR: R/L/B | | | |
| CH: S/V/B | | | |
| APP: S/V/B | | | |

THE PREPARATION OF THIS DOCUMENT HAS BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER TITLE 49 U.S.C. SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL RECORDS OR RECORDS OF THE FAA. ACCEPTANCE OF THIS AIRPORT LAYOUT PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT PROJECTS HEREIN. NOTICES OF INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE OR HOWS SHEETS PROVISION IN ACCORDANCE WITH AIRPORT LAYOUT PLAN.

| EXHIBIT A - PROPERTY MAP | | |
|--------------------------|-------------------------|-----------|
| APR PROJ. NO. | AVIATION PROJ. NO. DATE | |
| 3-49-0055-015-2016 | 2016-09-01 | JUNE 2018 |

SHEET NO.
11 of 11

SAN JUAN COUNTY

ORDINANCE NO. 2024-01

**AN ORDINANCE TO AMEND THE SAN JUAN COUNTY ZONING
ORDINANCE TO CLARIFY THAT SHORT-TERM RENTAL USE IS
PROHIBITED IN THE SPANISH VALLEY RESIDENTIAL (SVR) DISTRICT**

WHEREAS the Board of San Juan County Commissioners did not intend to allow short-term rental in the Spanish Valley Residential (SVR) District when it enacted the San Juan County Spanish Valley Development Ordinances of the San Juan County Zoning Ordinance (SVDO);

WHEREAS the Board of San Juan County Commissioners understands that, nonetheless, short-term rental is occurring in the SVR District;

WHEREAS the Board of San Juan County Commissioners further understands that it is disputed by some owners of property within the SVR District whether the SVDO prohibits short-term rental in the SVR District;

WHEREAS these disputes have resulted in administrative and legal action against San Juan County;

WHEREAS clarifying that short-term rental is a prohibited use in the SVR District promotes the prosperity, peace, good order, comfort, and convenience of the County and its inhabitants and protects property rights; and

WHEREAS the Board of San Juan County Commissioners is the legislative body of San Juan County, Utah and is therefore authorized by the laws of the State of Utah to enact ordinances and rules and make regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by state law, and as are necessary and proper to provide for the safety, and preserve the health, promote the prosperity, improve the morals, peace, and good order, comfort, and convenience of the County and its inhabitants, and the protection of property in the County:

NOW, THEREFORE, THE COUNTY LEGISLATIVE BODY OF SAN JUAN COUNTY ORDAINS AS FOLLOWS:

(1) The San Juan County Zoning Ordinance section 153.005 is amended to add the following definitions at the appropriate location in the alphabetical list of definitions:

ACCESSORY DWELLING UNIT (ADU). A building other than the primary dwelling which is used as a dwelling on a shared lot with the primary dwelling but is not an internal accessory dwelling unit as defined by State code. It provides all utilities necessary for human occupation, approved by the county board of health, and satisfies building and fire code requirements. An ADU may not exceed 50% of the primary dwelling square footage or 1,200 square feet, whichever is smaller.

It is also referred to as mother-in-law dwelling, caretaker dwelling, and similar terms. Unless specifically permitted, an ADU may not be used as a short-term rental.

SHORT-TERM RENTAL. A dwelling or a portion of a dwelling that the owner of record or the lessee of the dwelling or the portion of a dwelling leases to another for occupancy for fewer than 30 consecutive days.

(2) The San Juan County Spanish Valley Development Ordinances of the San Juan County Zoning Ordinance, Chapter 1, Spanish Valley Residential (SVR) District is amended as follows:

(A) The following language is inserted at the end of the section on **Uses**:

No short-term rental is allowed in the SVR District, and the Spanish Valley Overnight Accommodations Overlay shall not be applied to the SVR District. Regardless of the number of occupants, no hotel, apartment hotel, motel, tourist court, apartment court, commercial condominium for short-term rental, bed and breakfast (B&B), boarding house, lodging house, resort, commercial campground, or any other variation of overnight accommodation intended for nightly rental is permitted in the SVR District.

(B) **Table 1-1, Spanish Valley Residential (SVR) District Uses** is amended to include the parenthetical (excluding short-term rental) following the **RESIDENTIAL USES** category heading, adding Accessory Dwelling Unit use, and distinguishing the specific use status of Accessory Buildings and Uses such that the **RESIDENTIAL USES** section of **Table 1-1** shall appear as follows:

**Table 1-1
Spanish Valley Residential (SVR) District Uses**

| Use Category | Specific Use |
|--|--------------|
| RESIDENTIAL USES (excluding short-term rental) | |
| Dwelling, single-family | P |
| Dwelling, two-family (duplex) | P |
| Dwelling, Manufactured | P |
| Accessory Buildings | P |
| Accessory Dwelling Unit | P |
| Accessory Uses | C |
| All other household living uses (5th wheels, trailers, etc.) | C |

The remainder of **Table 1-1, Spanish Valley Residential (SVR) District Uses** remains unchanged.

(3) Once enacted, this Ordinance shall be published on the San Juan County website’s Planning and Zoning page until publication by the County’s code service provider.

PASSED AND ADOPTED by action of the Board of San Juan County Commissioners for San Juan County in an open meeting this 16th day of January 2024.

Voting Aye: _____

Voting Nay: _____

ATTEST:

SAN JUAN COUNTY BOARD OF
COMMISSIONERS:

Lyman Duncan, Clerk/Auditor

Jamie Harvey, Chair

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (Agreement) is made between San Juan Rentals, LLC and JPKrantzMoab, LLC on the one hand (the Owners), and San Juan County, Utah (the County) on the other, all collectively referred to herein as the Parties and individually as a Party.

RECITALS

WHEREAS San Juan Rentals, LLC owns the real property located at 129 Crimson Cliffs Drive in the Spanish Valley area of San Juan County, Utah;

WHEREAS JPKrantzMoab, LLC owns the real property located at 113 Crimson Cliffs Drive in the Spanish Valley area of San Juan County, Utah;

WHEREAS the 129 Crimson Cliffs Drive and 113 Crimson Cliffs Drive properties (the Properties) are located in the Spanish Valley Residential (the SVR) District;

WHEREAS the Owners have leased the Properties for overnight or short-term rentals;

WHEREAS the County served the Owners with Notices of Violation for using the Properties for overnight or short-term rentals;

WHEREAS the Owners appealed the notices to the San Juan County Land Use Appeal Authority (the Appeal Authority);

WHEREAS the Appeal Authority dismissed the notices but held that overnight and short-term rentals were prohibited in the SVR District;

WHEREAS the Owners petitioned for review to the Utah Seventh District Court for San Juan County in Monticello, case no. 230700018 (the Suit);

WHEREAS the Owners also sought an Advisory Opinion from the Utah Property Rights Ombudsman;

WHEREAS the Ombudsman's Advisory Opinion concludes that overnight and short-term rentals are allowed in the SVR for single families up to four occupants per dwelling;

WHEREAS the Parties wish to enter into this Agreement to memorialize their understandings and to resolve their claims and disagreements without incurring additional costs and avoiding the risks associated with continued or prospective litigation.

NOW THEREFORE, acknowledging the foregoing recitals that are incorporated and made a part of this Agreement, and considering the mutual covenants and promises made herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Business Licenses. Upon the complete execution of this Agreement, the County shall immediately issue business licenses to San Juan Rentals, LLC and JPKrantzMoab, LLC for 129 Crimson Cliffs Drive and 113 Crimson Cliffs Drive, respectively, for the operation of overnight and short-term rentals for single families up to four occupants per dwelling.

2. Dismissal of the Suit. Immediately upon the issuance of the business licenses described in Paragraph 1 of this Agreement, the Owners shall stipulate to dismiss the Suit with prejudice, each Party to bear its own fees and expenses.

3. Release of All Claims. The Owners, their agents, assignees, attorneys, employees, managers, officers, parents, predecessors, representatives, subsidiaries, and successors (the Releasers) hereby irrevocably and unconditionally waive, release, and forever discharge the County and its agents, assignees, attorneys, departments, divisions, employees, officers, and representatives (the Releasees) from all manner of claims and causes of action of any nature whatsoever, regardless whether now known or unknown or whether now ripe or unripe, that the Releasers or any one of them may have against the Releasees or any one of them related to the facts of the Suit, including the claims and theories of relief asserted or that could have been asserted in the Suit.

4. No Admission of Fault. Each Party agrees the fact that such Party is entering into this Agreement shall not be taken or construed to be at any time or place an admission of liability, fault, responsibility, or guilt on the part of any of them for any purpose or in any proceeding whatsoever.

5. Cooperation. The Parties shall execute such additional documents and take such further actions as may reasonably be required to carry out each of the provisions and the intent of this Agreement.

6. Binding Effect. This Agreement, including the duties, obligations, warranties, waivers, and releases it entails, is binding upon and inures to the benefit of the Parties and their respective agents, attorneys, representatives, officers, directors, managers, employees, insurers, departments, divisions, associations, successors, parents, affiliates, subsidiaries, shareholders, members, assigns, transferees, and all similarly situated persons and entities.

7. No Third-party Beneficiaries. This Agreement is not intended to create any rights in or obligations to any persons or parties other than as expressly stated, and this Agreement may not be construed to benefit any third party other than as expressly stated.

8. No Reliance. Each Party represents, warrants, and certifies that it has secured independent legal advice and consultation in connection with this Agreement and any rights that it may be relinquishing (or that it has had adequate opportunity to do so), and that it has not relied upon any representation or statement by any other Party or its agents or attorneys in executing this Agreement other than those that are expressly made herein.

9. Voluntariness. Each Party acknowledges that this Agreement is made in good faith and not for the purpose of securing any direct or indirect advantage over any other Party, and the Parties acknowledge that their execution of this Agreement is not by reason of any duress, economic or otherwise.

10. No Assignment. Each Party releasing claims in this Agreement represents and warrants that it is the sole and lawful owner of all claims that it is releasing and that it has not heretofore assigned or transferred, or attempted to assign or transfer, all or any portion of such claims to any other persons, partnerships, corporations, or other entities, in any manner, including by way of subrogation or operation of law.

11. Authority to Sign. Each of the individuals executing this Agreement on behalf of an entity or of other individuals represents and warrants that they are authorized and empowered to execute this Agreement on behalf of each of the entities for which, or persons for whom, they execute it.

12. Applicable Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

13. Construction. This Agreement has been jointly prepared by the Parties hereto, and shall be construed accordingly, not strictly for or against any Party. Each Party and, as applicable, its legal counsel, has had an opportunity to review and revise this Agreement, and each Party is voluntarily entering into it. In the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document shall not apply.

14. Integration and Modification. This Agreement contains the entire understanding and agreement between the Parties and supersedes all previous and contemporaneous conversations, contracts, correspondence, and documentation relating to its subject matter except as provided herein. It is expressly understood and agreed that this Agreement may not be altered, amended, or otherwise modified in any respect except by a written instrument, duly executed by all Parties.

15. Severability. Whenever possible, each provision of this Agreement shall be interpreted so as to be valid under applicable law. If any provision of this Agreement shall be held invalid or prohibited under applicable law by a court of competent jurisdiction, except insofar as it is a material term, it shall not render ineffective the remaining provisions of this Agreement. However, if any material provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, or if consideration is removed or destroyed by an order of such a court, each Party shall have the right in its sole and absolute discretion to terminate this Agreement by providing written notice of such termination to the other Parties.

16. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

17. Scanned Signatures. The Parties agree that electronically scanned copies of signatures are acceptable as originals and are fully binding.

18. Execution and Effective Date. This Agreement shall be deemed executed and effective upon the date the last Party executes it.

19. Time. Time is of the essence in the performance of all duties and obligations in this Agreement.

[signatures on following page]

Agreed this ____ January 2024:

San Juan Rentals, LLC

Name:
Its:

Agreed this ____ January 2024:

JKrantzMoab, LLC

Name:
Its:

Agreed this ____ January 2024:

San Juan County

Name:
Office:

SAN JUAN COUNTY

ORDINANCE NO. 2024-02

**AN ORDINANCE REPLACING AND AMENDING THE PROCESS FOR
APPEALS OF LAND USE DECISIONS**

WHEREAS San Juan County ordinances governing land use appeals under Utah Code Title 17, Chapter 27a, Part 7 have undergone several amendments in recent years;

WHEREAS it is in the best interests of San Juan County to ensure that a final land use decision on appeal is accomplished in a just, expeditious, and inexpensive process;

WHEREAS achieving finality in a land use dispute while observing San Juan County's best interests requires certain procedures be followed;

WHEREAS San Juan County recognizes that most land use decisions provide sufficient grounds to allow review on the record without requiring the parties to incur the additional cost of creating a record for review;

WHEREAS detailed procedures to be followed by the San Juan County Appeal Authority, the County, the applicant, and, if applicable, adversely affected parties will promote the just, expeditious, inexpensive resolution of land use appeals;

WHEREAS the Board of San Juan County Commissioners is the legislative body of San Juan County, Utah and is therefore authorized by the laws of the State of Utah to enact ordinances and rules and make regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by state law, and as are necessary and proper to provide for the safety, and preserve the health, promote the prosperity, improve the morals, peace, and good order, comfort, and convenience of the County and its inhabitants, and the protection of property in the County; and

WHEREAS the State of Utah requires San Juan County to establish a land use appeal authority and authorizes the County to enact procedures for pursuing such appeals:

NOW, THEREFORE, THE COUNTY LEGISLATIVE BODY OF SAN JUAN COUNTY ORDAINS AS FOLLOWS:

The following Chapter of the San Juan County, Utah Code of Ordinances is adopted. This ordinance shall be published on the San Juan County website's Planning and Zoning page until publication by the County's code service provider.

CHAPTER 12: LAND USE APPEALS

12.000 PURPOSE.

This Chapter addresses administrative appeals of land use decisions affecting property within the jurisdiction of San Juan County, Utah. This Chapter repeals, replaces, and supersedes all other and previous ordinances enacted by San Juan County regarding the administrative appeal of land use decisions. If there is a discrepancy between a provision of this Chapter and that of another ordinance regarding the administrative appeal of a land use ordinance, this Chapter controls.

12.001 DEFINITIONS.

The definitions used in the County Land Use, Development, and Management Act (CLUDMA), Utah Code sections 17-27a-101 *et seq.*, are hereby adopted and incorporated into this Chapter addressing land use appeals.

12.002 LAND USE APPEAL AUTHORITY.

The San Juan County Land Use Appeal Authority shall hear and decide appeals of the County's land use decisions made by its land use authorities, proceeding according to the requirements of state law and this ordinance.

12.003 PARTIES.

Only the land use applicant, San Juan County, or an adversely affected party may appeal a land use decision to the Appeal Authority.

12.004 INITIATING AN APPEAL.

(A) Time. A land use appeal must be filed within 10 business days of receiving actual or constructive notice of the land use decision being appealed.

(B) Form. The land use appeal shall be filed either using the County's form or a document clearly and prominently labeled a "Notice of Appeal."

- (C) Content. The Notice of Appeal shall clearly set forth:
- (1) The appellant's identity and contact information (including an email address);
 - (2) The land use decision being appealed, including the date thereof and, if applicable, the date the appellant discovered the decision;
 - (3) If available, a copy of the land use decision being appealed;
 - (4) If the land use applicant is not the appellant, the identity and contact information for the applicant;
 - (5) The basis for the appellant's standing to bring the appeal; and
 - (6) Every theory of relief the appellant intends to raise on appeal. The appellant must raise every theory of relief it can raise in district court.

(D) Fee. Contemporaneous with the Notice of Appeal, the appellant shall tender to San Juan County the relevant fee per the County's schedule of fees.

(E) Filing. The Notice of Appeal shall be filed with the San Juan County Chief Administrative Officer. It may be filed by: (1) email (preferred), (2) hand-delivery; or (3) by first class U.S. Mail. The date of delivery shall be considered the date of filing using the first two methods, the postmarked date if using the third method. If delivery is by email, the subject line must clearly identify the message as a “Notice of Appeal.”

//

12.005 APPEAL PROCESS.

(A) Intake. Upon receiving a Notice of Appeal, the Chief Administrative Officer shall inspect it for compliance with the foregoing Section 12.004’s requirements. If the Notice of Appeal is compliant, it shall be transferred immediately to the Appeal Authority and the San Juan County Attorney’s Office. If the Notice of Appeal is not compliant, the Chief Administrative Officer shall inform the appellant of the deficiencies. If the deficiencies are timely cured, the Notice of Appeal shall be considered to have been filed when the initial notice was filed.

(B) Notice to Parties. Upon receiving the Notice of Appeal from the Chief Administrative Officer, the Appeal Authority shall immediately determine whether it is brought by the applicant. If not, the Appeal Authority shall immediately inform the applicant of the appeal, invite the applicant to participate as a party to the appeal, and the Appeal Authority and all other parties shall treat the applicant as a party to the appeal.

(C) Record. Immediately upon receiving the Notice of Appeal, the County Attorney shall assemble and serve on the Appeal Authority and the other parties the record of the land use decision on appeal. The record shall include relevant minutes, complete applications at issue, relevant communications with the applicant, relevant communications with the appellant where applicable, and any written record of the decision. The County shall Bates-stamp these documents, which shall become the record on appeal. Absent extraordinary circumstances, the County Attorney shall serve the record on the parties before the scheduling conference is held.

(D) Scheduling Conference. Upon receiving the Notice of Appeal, the Appeal Authority shall in timely fashion hold a scheduling conference to include:

- (1) Deciding whether the grounds for the land use decision appear in the record provided by the County Attorney;
- (2) Scheduling the hearing;
- (3) Setting a submission date for briefing; and
- (4) Confirming the theories of relief to be addressed on appeal.

(Excluding jurisdictional issues, theories of relief and issues not confirmed at the scheduling conference, including regarding the completeness and adequacy of the record, will not be considered by the Appeal Authority. The appellant must raise every theory of relief it can raise in district court.)

Unless extraordinary circumstances prohibit it, the scheduling conference shall be held within 14 days after the Appeal Authority receives the Notice of Appeal. The scheduling conference need not be held in person but shall include all parties.

(E) Briefing.

(1) Prior to the hearing, the parties (the appellant, the County, and, if applicable, the applicant) shall file simultaneous briefs on the theories of relief and issues confirmed at the scheduling conference. The briefs shall not exceed fifteen double-spaced pages, excluding the caption, signature block, certificate of service, and exhibits. The briefs shall follow the formatting required by Utah Rule of Civil Procedure 10(d) and be filed and served on the Appeal Authority and all parties via email. Except as provided in Subparagraph (H) below, no affidavits or declarations or other evidentiary documents beyond those contained in the record may be attached to the briefing.

(2) All theories of relief and issues, including jurisdiction, the completeness of the record, or a party's standing, shall be reserved for the briefing and hearing, not presented through separate filings.

(3) No other briefing shall be filed or considered unless the Appeal Authority orders supplemental briefing as described below. The date set for the filing and service of briefs shall not be less than 7 days before scheduled hearing.

(F) Hearing.

(1) At the hearing, the parties shall present argument to the Appeal Authority.

(2) Except as provided in Subparagraph (H) below, the hearing need not be held in person.

(G) Supplemental Briefing. If at the end of the hearing the Appeal Authority determines that supplemental briefing is necessary in order to render an informed decision, the Appeal Authority may order supplemental briefing to be filed on a specifically identified and narrow question. The Appeal Authority shall set a date for the supplemental briefing to be filed, the briefing length, and whatever else it deems appropriate. Unless extraordinary circumstances require otherwise, the supplemental briefing shall be filed within 14 days of the hearing. Supplemental briefing should be rare and permitted only in extraordinary circumstances.

(H) Inadequate Record. If at the scheduling conference the Appeal Authority determines that the grounds for the land use decision do not appear in the record provided by the County Attorney, then the foregoing process is altered in the following ways:

(1) Each party may attach to its brief affidavits or declarations and all documentary evidence related to the land use decision beyond the record provided by the County Attorney that the party wishes the Appeal Authority to consider. Absent good cause, documents not attached to a party's brief will not be considered. The Appeal Authority generally will follow the Utah Rules of Evidence when considering the submitted affidavits or declarations and documentary evidence.

(2) The parties may examine and cross-examine witnesses during the hearing. Such testimony shall be guided generally by the Utah Rules of Evidence.

(3) The hearing shall be held in person at the County’s administrative offices.

(4) If at the end of the hearing the Appeal Authority determines that supplemental evidence is necessary in order to render an informed decision, the Appeal Authority may order specific supplemental evidence to be filed following Subsection (G)’s procedure and direction.

12.006 DECISION.

(A) Issuance. Absent extraordinary circumstances, the Appeal Authority shall serve on all parties a concise written decision within 28 days of the hearing or of any ordered supplemental submissions, whichever is later. If the Appeal Authority can do so, it is encouraged to issue its decision sooner.

(B) Standard of Review. Except as provided in Subsection (C), the Appeal Authority shall review the land use decision and determine only whether it is supported by substantial evidence or illegal. A land use decision is illegal if it is based on an incorrect interpretation of a land use regulation, conflicts with the authority granted by CLUDMA, or is contrary to law.

(C) Inadequate Record. If at the scheduling conference the Appeal Authority determines that the grounds for the land use decision do not appear in the record provided by the County Attorney, then the Appeal Authority shall determine whether the land use decision was correct.

(D) Content. The Appeal Authority’s written decision shall set forth factual findings and legal conclusions sufficient for review. The Appeal Authority may only affirm or reverse, in whole or in part, the land use decision. If reversed entirely or in any part, the Appeal Authority shall provide the County instructions to issue a land use decision consistent with the Appeal Authority’s decision.

(E) Notification. The Appeal Authority’s decision shall set forth in bold typeface the parties’ rights to petition for judicial review, citing the appropriate statute and providing a non-binding calculation of the filing deadline.

PASSED AND ADOPTED by action of the Board of San Juan County Commissioners for San Juan County in an open meeting this 16th day of January 2024.

Voting Aye: _____

Voting Nay: _____

ATTEST:

SAN JUAN COUNTY BOARD OF
COMMISSIONERS:

Lyman Duncan, Clerk/Auditor

Jamie Harvey, Chair



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Notice of Award for Bond Counsel Services to ETJLaw, Inc. for the San Juan County's Municipal Building Authority's Issuance of Non-Voted Lease Revenue Bonds to be Purchased by the Permanent Community Impact Fund Board.

RECOMMENDATION: Make a Motion Approving the Notice of Award.

SUMMARY

On December 28, 2023, I issued the to the Request for Proposal for the contracted services for a firm or individual to act as Bond Counsel for the San Juan County Municipal Building Authority for the issuance of Non-Voted Lease Revenue Bond, Series 2024, pursuant to the provisions of the Constitution and applicable laws of the State of Utah which authorize their issuance.

Based on the response to the Request for Proposal, ETJLaw, Inc. is the apparent most responsive and responsible bid. In total, we received four proposals to the request with varying ranges in cost and experience. Based on review of the proposals, ETJLaw, Inc was the most responsive and responsible proposal.

Total costs for the Bond Counsel Services proposed is \$6,000.00.

SAN JUAN COUNTY COMMISSION



| | |
|---------------|---------------|
| Jamie Harvey | Chair |
| Silvia Stubbs | Vice-Chair |
| Bruce Adams | Commissioner |
| Mack McDonald | Administrator |

Via Electronic Mail

January 16, 2024

Eric Johnson
 ETJLaw, Inc.
 P.O. Box 831
 Pleasant Grove, Utah 84062

Re: Notice of Award and Intent to Negotiate a Contract (San Juan County Bond Counsel Services)

You are hereby notified that the Board of San Juan County Commissioners has found that your response to the Request for Proposal, issued on December 28, 2023, for the contracted services to act as Bond Counsel for the San Juan County Municipal Building Authority for the issuance of Non-Voted Lease Revenue Bond, Series 2024, pursuant to the provisions of the Constitution and applicable laws of the State of Utah which authorize their issuance.

Based on the response to the Request for Proposal, ETJLaw, Inc. is the apparent most responsive and responsible bid. The Board of San Juan County Commissioners has authorized the award of a future negotiated contract based upon the proposal fee of \$6,000.00 (Six Thousand Dollars and No/100) for Bond Counsel Services.

San Juan County will prepare a contract regarding this subject matter for your review and signature. Upon approval of the contract by the Board of San Juan County Commissioners you will be notified when to begin providing these services for San Juan County.

SAN JUAN COUNTY

Jamie Harvey, Chair
 San Juan County Commission

ATTEST:

Lyman Duncan
 San Juan County Clerk/Auditor

ACCEPTANCE OF NOTICE

Receipt this day of the *Notice of Award* authorized by the Board of San Juan County Commissioners upon your proposal to perform Bond Counsel Services as outlined in the Request for Proposal issued on December 28, 2023 and received on January 10, 2024, is hereby accepted and acknowledged.

ETJLaw, Inc.
Contractor

By: _____

Title: _____

Date: _____

Attachment B**San Juan County RFP Form**

Respondent Information: Provide the following information about yourself and your company.

Respondent Name: ETJLaw, Inc.

Address: P.O. Box 831, Pleasant Grove, Utah 84062 (9992 N. 4000 W., Cedar Hills, UT 84062)

City: Cedar Hills State: Utah Zip: 84062

Business Structure:

Individual or Sole Proprietorship

Partnership

Corporation

Limited Liability Company

Other, list business structure _____

Insurance Certificate: Copy of insurance certificate, or **We are willing to provide an insurance certificate if selected.**

Contact Information: List the one person who San Juan County or their representative may contact concerning your proposal.

Name: Eric Johnson

Telephone Number: 801-520-5333

E-mail: eric@publicprivatelaw.com

Final Bid/Pricing Structure

\$150 per hour

\$6,000 maximum total price for all bond counsel work to issue the lease revenue bonds.

By submitting this proposal, Eric Johnson hereby certifies our willingness to enter into a contract with San Juan County, if selected.

Signature:  Date: January 5, 2024

Mr. Johnson and Mr. Yellowhorse have been bond counsel on literally hundreds of bonds purchased by the Community Impact Board. We routinely coordinate with its special bond counsel, Mr. Bill Prater. Our attorneys have served as bond counsel to numerous other rural Utah counties, including Rich County, Box Elder County, Daggett County, Uintah County, Duchesne County, Carbon County, Emery County and others. Most of these have been accomplished through a local building authority and the majority have been purchased by the Community Impact Board.

Over the last 5 years we have been bond counsel on the following lease revenue bonds involving a local building authority or for long established borrowers, a municipal building authority in which we issue an approving, unqualified opinion as sole bond counsel.

- LBA of Flaming Gorge EMS and Fire District \$227,000 Taxable Lease Revenue Bonds, Series 2023 for a fire station. In addition to the standard bonding process, this also involved annexing the Town of Manila into the Fire District and transferring the property for the fire station from Daggett County to the Fire District. The purchaser was the CIB.
- MBA of Carbon County \$1,434,000 Lease Revenue Bonds, Series 2021 for the Southeastern Utah Health Department Building. In addition to the standard bonding process this involved subleasing the building from the County to the Health Department. The purchaser was the CIB.
- MBA of Duchesne County \$3,949,000 Lease Revenue Bonds, Series 2021 for a library building. CIB was purchaser.
- MBA of the City of Duchesne \$165,000 Lease Revenue Bonds to expand fire station. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Elmo Town \$374,000 Lease Revenue Bonds, Series 2020 to expand town hall and fire station. In addition to standard bonding process, the town hall and fire station was previously pledge for a prior bond and so amending documents were needed for the lease and bond authorization. CIB was purchaser.
- LBA of Emery County \$491,000 Lease Revenue Bonds, Series 2021 for energy research center. CIB was purchaser. Grant of \$7,000,000.
- LBA of Helper City \$232,000 Lease Revenue bonds, Series 2018 for fire truck. CIB was purchaser.
- LBA of Helper City \$519,000 Lease Revenue Bonds for public works building. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Milford Area Healthcare Service District #3 \$150,000 Lease Revenue Bonds, Series 2018 for ambulance. CIB was purchaser
- LBA of Pinon Forest SSD \$170,000 Lease Revenue Bonds, Series 2021 for office building. CIB was purchaser.
- LBA of Rich County \$3,870,000 Lease Revenue Bonds, Series 2018 for road improvements. CIB was purchaser.
- MBA of Roosevelt City \$3,220,000 Lease Revenue Bonds, Series 2023 for sport complex. CIB was purchaser.
- LBA of Rocky Ridge Town \$1,145,000 Lease Revenue Bonds, Series 2023 for town hall and senior center. CIB was purchaser.
- LBA Town of Springdale \$3,616,000 Lease Revenue Bonds for filtration building. Bonds are still in process and have not closed. CIB has authorized loan.

- MBA of Uintah County \$990,000 Lease Revenue Bonds for road equipment. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Upper County Recreation District (Altamont) \$714,000 Lease Revenue Bonds for rodeo facilities. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Wales Town \$140,000 Lease Revenue Bonds, Series 2019 for public safety building expansion. CIB was purchaser.
- LBA of Wellington City \$218,000 Lease Revenue Bonds, Series 2020 for fire truck. CIB was purchaser.

We prepare all resolutions and documents related to the bond funding to ensure that we are able to issue an unqualified opinion on the bonds. We find that preparing the documents up front minimizes later delays. Under Utah law, the bonding process takes at least 30 days from start to finish. This is because public notice of intent to issue bonds and public notice of a public hearing are required, along with the noticed public hearing. This notice commences a 30-day contest period. While we can expedite the bonding process, usually it takes 45-60 days to complete the bonding process. However, most of the time the timing for closing on the bonds is dependent on the design and bidding of the building project. The bonding process usually advances faster than the design and bidding of the building. The CIB will require the building to be bid before it will close on the bonds. If the building is already designed and ready for bidding, then we can expedite the bonding process.

Since we began serving Blanding City as its general counsel in 2022, our interest in additional work in San Juan County has grown. We are backing that interest with a discounted proposal for our fees as bond counsel. We propose fees of \$150 per hour with a maximum total bond counsel fee capped at \$6,000. We do not charge for copies or calls or other administrative charges. \$6,000 is an all in maximum fee as bond counsel for your project. This discounted rate will be matched by a similar priority to your project. In short, we very much wish to work with San Juan County and pledge to make your project a top priority for our time and attention, as well as a top priority on discounted fees.

We are willing to enter into a contract with the County. We have read the RFP and agree to be bound by its terms and provisions. Our prices are firm and will not change, unless there is a change in the authorized funding by the CIB. We agree to the controlling law and venues in the RFP. We are attorneys licensed by the Utah State Bar. ETJLaw, Inc. is registered with the Utah Division of Corporations. We agree to the other terms of the RFP and note that in addition to the insurance provisions in the RFP, we also carry malpractice insurance on all our attorneys. We do not claim any protections under GRAMA.

A short resume for each of our attorneys is attached. You will note the exceptional performance of our attorneys in law school. In addition, two of our attorneys were elbow clerks to justices at the Utah Supreme Court where we assisted our respective justices in drafting judicial decisions. And, Joel Yellowhorse is trained as a civil engineer, which background proves to be very useful to our clients on matters related to buildings, land development, water, and all things touching natural resources.

Thank your for considering our proposal. Best wishes with your funding and your project.

All the Best,

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

Eric Todd Johnson
Robert A. Patterson
Joel Yellowhorse

ERIC TODD JOHNSON

P.O. Box 831, Pleasant Grove, Utah 84062, cell is (801) 520-5333.

EXPERIENCE

- Bond Counsel on hundreds of public projects for essentially all types of public entities, such as cities, counties, school districts, interlocal agencies, local districts, special districts, municipal building authorities, etc. Sole Bond Counsel on more than 100 bond fundings purchased by the Utah Permanent Community Impact Fund Board. Listed in the Redbook as Nationally Recognized Bond Counsel in Utah since 2000.
- Assist communities surmount distressed financial situations, with experience in basically all types of public financings, from among the most sophisticated to the commonplace.
- Provide legal expertise on alternatives and legal formats to advance public projects, and to acquire fee title, easements, or other interests in real property for numerous public bodies, related to public projects.
- Law Clerk to Justice I. Daniel Stewart of the Utah Supreme Court, 1994-95.
- BYU Law School Adjunct Law Professor for State and Local Government Law in 2019.

EDUCATION

- Juris Doctorate - J. Reuben Clark Law School, 1994
 - Order of the Coif (top 3%)
 - Law Review Editor
 - Academic Scholarship
 - International Moot Court
- M.B.A. – with honors, Western Washington University, 1990
- B.S. – Brigham Young University, 1986

REFERENCES

- Bret Reynolds, Flaming Gorge Fire and EMS District, (435) 790-5624, 95 N., 1st W., Manila, Utah 84046.
- Jacob Sharp, District Manager, Castle Valley Special Service District, Utah (435) 381-5333, 20 S., 100 E., Suite 200, Castle Dale, Utah 84513.
- Mike Wilkins, County Clerk/Auditor, Uintah County, Utah (435) 828-5362, 147 E. Main, Vernal, Utah 84078
- Cory Branch, City Administrator, Mapleton City, Utah (801) 806-9104, 125 West Community Center Way, Mapleton, Utah 84664

ROBERT A. PATTERSON

Cell 801.200-5910

EXPERIENCE

- Counsel for numerous for Utah public entities, such as Manti, Highland City, Kamas, Oakley, Nibley, Hyde Park, Mona and other cities, counties, local districts, special districts, etc.
- Provide legal expertise on public projects to acquire fee title, easements, or other interests in real property for public bodies.
- Law Clerk to Chief Justice Matthew Durrant of the Utah Supreme Court, 2015-16.

EDUCATION

- Juris Doctorate - J. Reuben Clark Law School, 2015
 - Order of the Coif (#2 in his class)
 - Law Review Editor
 - Academic Scholarship
- B.S. – with honors, University of Utah, 2012

JOEL YELLOWHORSE

Cell 801.850-8209

EXPERIENCE

- Bond Counsel for numerous Utah public entities, including those funded by the Utah Permanent Community Impact Fund Board. Listed in the Redbook as Nationally Recognized Bond Counsel.
- Counsel to various communities, including Blanding City, Price City, Richfield City, Monroe City, Annabella, Gunnison, Sterling, Price, Goshen, Town of South Ogden City, Mapleton and other cities, counties, local districts, special districts, etc.
- As a trained civil engineer, provide legal expertise on building matters, easements, land title issues, water rights and other matters impacting natural resources.

EDUCATION

- Juris Doctorate - J. Reuben Clark Law School - BYU, 2020
 - Academic Scholarship
- B.S. – with honors, Brigham Young University, 2017 (Civil Engineering).



COMMISSION STAFF REPORT

MEETING DATE: January 16, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of a Intergovernmental Agreement with South Central Planning and Development Commission and San Juan County for Permitting and Planning Systems.

RECOMMENDATION: Make a Motion Approving the Intergovernmental Agreement

SUMMARY

For years now, San Juan County has used Iworks for tracking Business Licenses, Building Permits and Planning Documents. However, the system is expensive and does not interface with the public. There is limited automation to the system. During UAC this last year, we spoke with My Government Online, and staff from South Central Planning and Development Commission, an Enterprise Fund created by a Regional Planning Commission in the State of Louisiana who created a program for themselves, and who for several years now, have offered other governmental entities license to their program who are facing the same difficulties in tracking and managing other software created by other companies.

If approved, San Juan County will continue to keep Iworks program functioning and begin utilizing the additional software and a start and stopping point for better interface with the public including automations in our processes. In turn, this will reduce staff time in creating efficient operations and avoid so many manual processes.

HISTORY/PAST ACTION

We have been using Iworks since 2017, or as long as Pelorus has been around, so there is a possibility that we have used them longer.

FISCAL IMPACT

The cost for My Government Online is roughly \$8,900 a year in addition to start-up costs. Iworks is \$7,900 a year.

INTERGOVERNMENTAL AGREEMENT FOR LICENSING SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

1. PARTIES AND PURPOSE

1.1. San Juan County (“Licensee”), a Political Subdivision of the State of Utah domiciled in San Juan County.

1.2. The South Central Planning and Development Commission (“Licensor”) or (“SCPDC”) is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (“MGO”) software (the “SCPDC Software”) and this contract is entered into among Licensee and SCPDC to license Licensee to use specified modules of the SCPDC Software under certain terms and conditions.

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide services and support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, training materials, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time by SCPDC.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MyGovernmentOnline version X.0 (major update) and MyGovernmentOnline version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs and modules specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Agreement.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license ("License") during the term of this Agreement to use the Licensor's Software, through Internet access only, solely for purposes of using the Licensor's products known collectively as MyGovernmentOnline Software Modules. The scope of the License encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers and includes the following purposes: (1) enabling members of the public to access Licensee's portal via the Internet to (A) electronically submit permit applications and associated documents to Licensee for review, (B) track the status of permit applications, and (C) schedule inspections and receive real-time notification of inspection results via email and phone messaging; and (2) enabling Licensee's employees, officials, and agents to (A) electronically receive, track, process, manage, research, and store applications for Licensee

permits, and (B) obtain customized reports regarding permit applications and associated documents. Except as otherwise provided by Schedule A, the License excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary test instances, production instances, back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") with SCPDC's express written permission.

3.2 DELIVERABLES. SCPDC shall provide an Internet accessible software service and solution that meets all the terms, conditions, specifications, and requirements set forth in this document. All services shall be performed for the prices set forth in Schedule A. SCPDC shall provide maintenance and support of the Software under the terms and conditions set forth in Schedule C, Maintenance and Support.

3.3 COPIES. The License includes the right to copy and reprint Documentation, or portions thereof, for use with the Software in accordance with the rights granted hereunder including for backup/archival purposes, training, internal Licensee intranet posting and other uses consistent with the License. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS.

Except as otherwise provided in Schedule A, Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE, COMPENSATION FOR SERVICES, & EXPENSES

5.1 **LICENSE FEE.** In consideration of the license granted pursuant to Section 3.1. Licensee agrees to pay SCPDC the annual License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this Agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 **TAXES.** SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 **SERVICES.** SCPDC shall provide all services as described in "Schedule A" for the fees described in "Schedule A".

5.4 **EXPENSES.** License Fee and the fees for services do not include Reimbursable Expenses. SCPDC will bill Licensee for identified Reimbursable Expenses and Licensee shall reimburse SCPDC.

Reimbursable Expenses shall mean expenses incurred directly in connection with the services performed pursuant to this Agreement by SCPDC for travel and transportation. Lodging, airline costs, Mileage, and food reimbursement will be based on the Federal GSA per diem rate as found on GSA.gov. Travel expenses for car rental expenses shall be for actual cost.

5.5 INVOICES. All invoices under this Agreement shall be sent to the attention of

San Juan County, UT
 Attn: Accounts Payable
 P.O. Box 9
 117 South Main Street #221
 Monticello, Utah 84535

Payment will be processed according to the regular payment procedures of the Licensee.

6. MAINTENANCE AND SUPPORT.

There shall be no separate fee for maintenance and support. The annual License Fee includes all maintenance and support described in this Agreement and Schedule C.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 **LIMITATION OF LIABILITY.** IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 **ALLOCATION OF RISK.** The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 **CLAIMS.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 **LIMITATION.** The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 **EXCLUSIVE REMEDY.** The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. To the extent permitted by law, each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. To the extent permitted by law, each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to public records request pursuant to applicable state statutes; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from third parties without restrictions on disclosure; (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein shall prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 8.1 and 8.3, the non-breaching party may pursue its legal and equitable remedies.

8.3 LICENSEE DATA. In its performance of Contract Services, SCPDC may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other confidential or private information pertaining to Licensee's customers ("Licensee Data"). SCPDC acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in Licensee.

8.4 RETURN OF LICENSEE DATA. To the extent permitted by law, in the event of the termination or nonrenewal of this agreement, SCPDC warrants that Licensee's Data and any information stored by SCPDC as a result of Licensee use of the SCPDC Software will be delivered to Licensee.

9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years following Final Acceptance ("Initial Term"). The contract will automatically renew for 12-month periods following the end of the Initial Term and following each subsequent annual term thereafter unless terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement may be terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month. Should Licensee terminate this Agreement for any reason, Licensee shall provide SCPDC with a written termination and notice of its intention not to renew the Agreement at least ninety (90) days prior to the termination expiration of the then-current term.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this Agreement, SCPDC warrants that the information stored by SCPDC as a result of Licensee use of the SCPDC Software will be available to Licensee.

10. NON-ASSIGNMENT.

Neither party may assign or otherwise transfer this Agreement nor any rights under this Agreement, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES.

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class certified mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited in the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
Development Commission

To: San Juan County

Address: 5058 West Main St.
Houma, LA 70360

Address: P.O. Box 9
117 South Main Street #221
Monticello, Utah 84535

12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 APPLICABLE LAW. This Agreement will be interpreted and construed in accordance with the laws of the State of Louisiana and the United States of America, without regard to the conflict of laws principles.

12.10 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonable be withheld.

12.11 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures before resorting to litigation, arbitration, or some other dispute resolution procedure.

12.12 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.13 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SAN JUAN COUNTY

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION "SCPDC"

By:

By:

Mack McDonald
Chief Administrative Officer

Kevin Belanger
Chief Executive Officer

Date

Date

SCHEDULE A
INTERGOVERNMENTAL AGREEMENT
South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

SCPDC'S MyGovernmentOnline (MGO) Software Modules available for subscription under this agreement are: Permits and Licensing, Planning & Zoning, Solution Center (Code Enforcement), Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features. Unlimited reporting services.

B. LICENSE FEE

1. MyGovernmentOnline

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

| Permit Volume | Overage Rate | MONTHLY RATE | | | |
|---------------|--------------|--------------|-------------------|------------------|------------------------------|
| | | Permits | Planning & Zoning | Code Enforcement | Addressing / GIS Integration |
| 0 - 500 | \$10.00 | \$260.42 | \$156.25 | \$99.00 | \$230.00 |
| 501 - 1000 | \$10.00 | \$500.00 | \$300.00 | \$99.00 | \$230.00 |
| 1001 - 2000 | \$10.00 | \$958.33 | \$575.00 | \$143.75 | \$230.00 |
| 2001 - 4000 | \$10.00 | \$1,833.33 | \$1,100.00 | \$275.00 | \$230.00 |
| 4001 - 6000 | \$10.00 | \$2,500.00 | \$1,500.00 | \$375.00 | \$230.00 |
| 6001 - 8000 | \$10.00 | \$3,166.67 | \$1,900.00 | \$475.00 | \$230.00 |
| 8001 - 10000 | \$10.00 | \$3,750.00 | \$2,250.00 | \$562.50 | \$230.00 |
| 10001 - 12000 | \$10.00 | \$4,250.00 | \$2,550.00 | \$637.50 | \$230.00 |
| 12001 - 14000 | \$10.00 | \$4,666.67 | \$2,800.00 | \$700.00 | \$230.00 |
| 14001 - 16000 | \$10.00 | \$5,000.00 | \$3,000.00 | \$750.00 | \$230.00 |
| 16001 - 18000 | \$10.00 | \$5,250.00 | \$3,150.00 | \$787.50 | \$230.00 |
| 18001 - 30000 | No Overage | \$5,416.67 | \$3,250.00 | \$812.50 | \$230.00 |

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 0 – 500 Permit Volume package. It is understood this will be billed on a leveled billing system of \$260.42 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Other Fees:

Authorized On-Site Visits with Written Consent from the Licensee: The Licensee shall reimburse the costs for lodging and transportation incurred during such visits. For meal expenses, reimbursement will be in accordance with the current U.S. General Services Administration (GSA) per diem rates applicable to the visit location. Additionally, a 10% administrative fee will be applied to the total reimbursable expenses.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time may be subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

**SCHEDULE B
INTERGOVERNMENTAL AGREEMENT
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT**

**EQUIPMENT SITE, USER NAME, AND
PERSONAL ACCESS PASSWORD**

B.1. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for account creation requests. Upon completion of the forms the Licensee will return the forms via email to SCPDC and accounts shall be created in the system with information provided on the forms. Users can change the provided password after their first login to the Software. SCPDC shall maintain the confidentiality of the user name and personal access password of every Licensee official, employee, agent and contractor who has duties relating to the processing of Licensee permits and shall not release any such information to the public. Additional personal user names and personal access passwords shall be provided upon a submission of a User Creation form to SCPDC providing the user name and confirmation that the user is an official, employee, agent, or contractor of Licensee is supplied to SCPDC, which will become an addendum to this schedule.

B.2. The individuals holding the following positions are authorized by Licensee to submit requests to SCPDC for (1) the creation of new user names and passwords for Licensee officials, employees, agents, and contractors, and (2) for the deactivation of existing user names and passwords: System Administrator, Project Manager

SCPDC shall immediately comply with requests to create and deactivate user names and passwords. Licensee may change the names of the individuals authorized to submit requests by providing notice in accordance with Section 11 of this Agreement.

SCHEDULE C
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

MAINTENANCE AND SUPPORT

1.0 DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation but requires correction.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function or affects daily processing of permits.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software or a material functional component which causes the system to be down and not serving as designed, or has a significant revenue or operational impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

| | |
|--|----------------------------|
| Address | Hours of Operation |
| 5058 West Main Street Houma, LA 70360 | 8:00 a.m. to 4:30 p.m. CST |

Contact Information

| | |
|---|--|
| Tel: 1 866 957 3764 Ryan Hutchinson, Chief Technology Officer | E-mail: support@mygovernmentonline.org |
|---|--|

1.6. "SYSTEM AVAILABILITY" amount of time over a one-year period that the Software and system resources are available for Licensee's use.

2. TERM AND TERMINATION.

SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue until the Agreement is terminated.

3. MAINTENANCE AND SUPPORT SERVICES.

Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of Licensee Data. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyGovernmentOnline Software as they become available. SCPDC will convert Licensee's current permit data for use with SCPDC Software. SCPDC will perform customization of SCPDC Software as set forth in the Contract Documents. SCPDC will provide features in the SCPDC Software as set forth in the Contract Documents. SCPDC will provide support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports as set forth in the Contract Documents. Licensee shall not create add-ons or feature changes to that version or disclose the source code to any third party.

SCPDC agrees to comply with Licensee's remote access policies, procedures, and guidelines. SCPDC shall ensure that its employees comply with all of Licensee's remote access policies, procedures, and guidelines.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. During normal business hours, Licensee shall request support via the Response Center and Contract Procedures. After normal business hours, Licensee shall request support as provided in Section 3 above. SCPDC shall initially acknowledge receipt of a request for support within 15 minutes of SCPDC's receipt and shall contact Licensee within one hour of receipt. When contacting SCPDC, Licensee shall classify the problem based on the definitions set forth in Section 1 above. SCPDC shall not re-classify the problem without Licensee's prior approval. Maintenance and Support is available at the following Response Times:

- (i) Support Call (Tier 3): Issue resolved within the response time of three (3) hours or an agreed upon due date and time; SCPDC shall provide a patch or work-around the next day, and the problem shall be fixed or documented in next major product release
- (ii) Support Call (Tier 2): Issue resolved within the response time of six (6) hours; SCPDC shall provide a patch or work-around within five days, and the problem shall be fixed or documented in next major product release;
- (iii) Support Call (Tier 1): Issue resolved within one (1) business day, and the problem documented and input for consideration in next major product release.

3.2 **BASIC MAINTENANCE.** Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC. SCPDC shall provide such software support and maintenance as may be necessary to maintain the Software in good operating condition and to meet the warranties set forth in the Contract Documents.

3.2.1 Unless otherwise agreed to by the parties, in addition to Major and Minor Updates, SCPDC shall make available to the Licensee all patches, upgrades, enhancements, new releases, new versions, and modifications developed by SCPDC for the Software at no additional cost. SCPDC shall ensure that all such Updates, patches, upgrades, enhancements, new releases, new versions, and modifications do not require modifications or reconfigurations to existing web presentation, workflows, or table values set up by Licensee. SCPDC shall provide release notes detailing Major changes.

3.2.2 At least thirty (30) days prior to release of Major Updates, SCPDC shall provide (1) training for the use of the updated Software and (2) relevant, customized user manuals and guides detailing the use of the updated Software.

3.2.3 Licensee shall request maintenance and support via the Response Center and Contact Procedure. All other notices required under this Schedule C shall be made pursuant to Section 12 of the Agreement.

3.2.4 The requirements set forth in Sections 3.2.1 and 3.2.2 shall not apply to emergency fixes and patches.

3.3 **ON-SITE ASSISTANCE.** When agreed to by Licensee and SCPDC, SCPDC can provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse licensor for all reimbursable traveling expenses and costs for board, lodging and meals as set forth in Section 5.4 of the Agreement. Licensee's prior written approval of any on-site support or maintenance and estimated travel expenses is required.

3.4 **CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC.** Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates, and SCPDC shall not perform any such services except with Licensee's prior written approval. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives, except for modification, alteration or addition or attempted modification, alteration or addition of the Software made by Licensee pursuant to procedures received from SCPDC for rectification of errors or malfunctions in the Software, said modifications authorized by SCPDC shall be in writing;

3.5.4 Software programs developed by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE.

SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 When necessary to identify or address errors or malfunctions with the Software, Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to remotely access the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software. Remote access shall only be granted pursuant to Licensee's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the Software operates and SCPDC shall not be granted access to Licensee's other equipment or networks.

4.2 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

5. MAINTENANCE FEE.

For Licensee the maintenance fees are waived for the Initial Term and all renewals. The License Fees cover all costs for maintenance and support for the Initial and renewal terms of this Agreement.

6. ASSIGNMENT OF DUTIES.

SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT

Should SCPDC abandon development and support of MyGovernmentOnline system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MyGovernmentOnline Software will be licensed to Licensee under an open-source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

8. LICENSEE DATA.

SCPDC agrees that all data created by Licensee in the Software system belongs to Licensee and shall be subject to the terms and conditions set forth in the Agreement regarding Licensee Data.

Accepted:

San Juan County

By: Mack McDonald, Chief Administrative Officer

Date: _____

South Central Planning and Development Commission

By: Kevin Belanger, Chief Executive Officer

Date: _____