



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
December 06, 2022 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

APPROVE AGENDA

PUBLIC COMMENT

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

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

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

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

1. Approval of Minutes from the November 22, 2022 Commission Meeting.
2. Approval of Check Register for November 19, 2022 Through December 2, 2022
3. Approval of Purchases in the Amount of \$144,415.98, \$11,868.49 for Oil, Transmission Fluid, and Red Dyed Diesel Fuel, for the Landfill. \$129,033.10 for Two-Way Communication Radios, for the Fire Department. \$3,514.39 for Various Emergency Supplies Including Blood Typing Products, Mobile Drug Test Kits, Emergency Blankets, and Mobile Microphones for the Sheriff's Department.

- [4.](#) Ratification of the 2022 General Election Day Staff Agreements for Megan Gallegos, Clayton Black, Debra Mckee and Boston Freestone.
- [5.](#) Approval of the Local Consent Off-Premise Beer License - Glamping Canyonlands.
- [6.](#) Approval of Public Health Crisis Response Workforce Supplemental Grant Contract for SFY 2022 – San Juan County Amendment 1.
- [7.](#) Approval of the Renewal GBS Master Services Agreement.
- [8.](#) Approval of the Utah Retirement Systems Public Employees' Health Program Agreement for 2023.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

9. Presentation of the Legislative Audit Overview. Jesse Martinson, Audit Manager, Office of the Legislative Auditor General

BUSINESS/ACTION

- [10.](#) Presentation and Ratification of the 2023 Five-Year Capital Investment Plan for the Cal Black Memorial Airport (U96). Mack McDonald, Chief Administrative Officer
- [11.](#) Consideration and Approval of a Notice of Award and Intent to Negotiate a Contract with Jviation, a Woopert Company, for Engineering and Consulting Services for the Cal Black Memorial Airport (U96). Mack McDonald, Chief Administrative Officer
- [12.](#) CONSIDERATION AND APPROVAL OF AN ORDINANCE ENACTING A CODE OF ORDINANCES FOR THE BOARD OF SAN JUAN COUNTY COMMISSIONERS, REVISING, AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE POLITICAL SUBDIVISION DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES AND DECLARING AN EMERGENCY. Mack McDonald, Chief Administrative Officer.
- [13.](#) CONSIDERATION AND APPROVAL OF A RESOLUTION REQUESTING RECERTIFICATION OF THE SAN JUAN COUNTY JUSTICE COURT FOR ANOTHER FOUR-YEAR TERM. Mack McDonald, Chief Administrative Officer
- [14.](#) Consideration and Approval of the Memorandum of Understanding between San Juan County and the State of Utah, Department of Public Safety for Grant of \$10,000 for First Responder Mental Health Services. Mack McDonald, Chief Administrative Officer
15. Consideration and Approval of a Sole Source Contract with TecServ, Inc. to Assist with Information Systems Throughout the County. Mack McDonald, Chief Administrative Officer

BOARD OF EQUALIZATION

- [16.](#) Board of Equalization Adjustments. Rick Meyer, County Assessor

COMMISSION REPORTS

ADJOURNMENT

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

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



BOARD OF COMMISSIONERS MEETING
In-Person and Electronic Meeting
November 22, 2022 at 11:00 AM

MINUTES

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

CALL TO ORDER at 11:11 am

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

ROLL CALL

Time Stamp 0:00:18 (audio & video)

PRESENT

Commission Chair Grayeyes
Commission Vice-Chair Adams
Commissioner Maryboy

INVOCATION

Time Stamp 0:01:55 (audio & video)

Brittney Ivins, County Attorney, offered the prayer

APPROVE AGENDA

Time Stamp 0:01:51 (audio & video)

Mack presented the November 22, 2022 Agenda for review and approval by the Commission.

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

PUBLIC COMMENT

Time Stamp 0:05:40 (audio & video)

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Grant Sunada - Public Health Department Administrator, on behalf of the employees, voiced concerns about the proposed increase of the medical insurance premiums.

Cindi Holyoak – County Recorder, supported Dr. Sunada's position of concern regarding the sudden increase in the employee health insurance premiums. She expressed concern with the lack of out-of-state network options.

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

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Time Stamp 0:13:45 (audio & video)

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

1. Approval of the Board of Commissioners Meeting Minutes from November 1, 2022
2. Approval of the Check Registers for October 29 to November 18, 2022
3. Approval of \$9,221.00 in Small Purchases: \$6,591.00 for Road Department to purchase Perma-Zyme, soil Stabilizer, \$2,630.00 for Economic Development Business Summit Basecamp Catering
4. Approval of Maternal and Child Health FFY 2021 Contract– San Juan County Health Department Amendment #6

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

BUSINESS/ACTION

5. **CONSIDERATION AND ADOPTION OF AN ORDINANCE MODIFYING SAN JUAN COUNTY PERSONNEL POLICY SECTION TEN - BENEFITS.** Ann Marie Burgess, Administrative Assistant/HR Generalist

Time Stamp 0:16:11 (audio & video)

Mack led the discussion regarding the proposed changes in the employee handbook. Mack spoke of the employee tier in the employee group health insurance premiums. This ordinance

removes the tier system for employees who were hired as of two years ago. The possibility of the “no-premium” health insurance benefit has ended for these employees, and in addition, the “grandfathered” long term employees have a new premium structure. Employees who opt for their spouse’s medical insurance can receive \$250 per month as an incentive.

Sick leave payout on termination was changed to reflect the county’s maximum financial payout.

Administrative leave is approved only by Mack, Chief Administrative Officer. Department heads are not authorized to grant employees administrative leave.

The employee education program was clarified for the department heads and elected officials. If the County pays for the educational training or licensure for an employee, future time worked by the employee is required for financial forgiveness to occur.

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

6. CONSIDERATION AND ADOPTION OF AN ORDINANCE ESTABLISHING THE SAN JUAN COUNTY CRIMINAL JUSTICE COORDINATING COUNCIL, Mack McDonald, Chief Administrative Officer

Time Stamp 0:52:00 (audio & video)

Mack presented the Criminal Justice Coordinating Council agreement for the Commission to review and approve. In January, 2023, a county commissioner will be assigned to chair the council. Other participants are a member of the law enforcement community, district and justice court judges, San Juan Counseling appointee, and the San Juan County Administrator.

Motion made by Commissioner Maryboy, Seconded by Commission Chairman Grayeyes.
Voting Yea: Commission Chairman Grayeyes, Commissioner Maryboy
Commissioner Adams was absent

7. Consideration and Approval of a Notice of Award and Intent to Negotiate a Contract with Thomas D. Sitterud, Attorney at Law for Public Defender Services Mack McDonald, Chief Administrative Officer

Time Stamp 0:57:24 (audio & video)

Mack presented the contract for Thomas D. Sitterud, Attorney at Law. The previous Public Defender (Happy Morgan) resigned with the intent to retire. Mack requested publicly for conflict attorney services to represent the county. Mack will contact Grand County and see if both governments can share an attorney.

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

BOARD OF EQUALIZATION

Time Stamp 1:06:56 (audio & video)

Motion to enter into the Board of Equalization

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

8. Consideration and Approval of Additional 2022 Board of Equalization Adjustments, Rick Meyer, County Assessor

Time Stamp 1:07:46 (audio & video)

Rick Meyer, County Assessor, presented 27 property assessment adjustments that met the requirements. Most resulted from software glitches or numerical adjustments.

The motion approved 26 properties and denied the UNHS - Blanding property.

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

9. Consideration and Approval of Veteran & Low Income Abatement List for November 22, 2022, Lyman Duncan, County Clerk/Auditor

Time Stamp 1:27:31 (audio & video)

Lyman W, Duncan, Clerk/Auditor presented the list for abatements.

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

BOARD OF CANVASSERS

10. Approval of the 2022 General Election Results, Lyman Duncan, County Clerk/Auditor

Time Stamp 1:29:30 (audio & video)

To enter into the Board of Canvassers

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

Lyman W. Duncan, County Clerk, presented a re-cap for the midterm elections. Navajo speaking liaisons were contracted with for the past 10 months. San Juan County sponsored radio and newspaper ads in the Navajo Times and San Juan Record. The KNDN and KTNN radio stations were used for ads informing the residents about the early voting sites. Early voting locations were Aneth, Montezuma Creek, Red Mesa, Mexican Water, Monument Valley, and Navajo Mountain. Election Day locations were Montezuma Creek, Monument Valley, and Navajo Mountain. Voter participation was very high for a non-presidential election. Individual races were reported by the number of votes received. Over and under votes were clarified for the public.

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

Motion to leave the Board of Canvassers and to return to the regular Commission Meeting

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

COMMISSION REPORTS

None reported

ADJOURNMENT

Time Stamp 1:43:15 (audio & video)

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

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APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 11/19/2022 to 12/02/2022**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
6-Star Installation & Sales	123471	1404	11/23/2022	11/28/2022	2,860.00	SJC Sheriff	104210610 - Miscellaneous Supplie
6-Star Installation & Sales	123471	1405	11/23/2022	11/28/2022	2,740.00	SJC Sheriff	104210610 - Miscellaneous Supplie
6-Star Installation & Sales	123471	1406	11/23/2022	11/28/2022	2,870.00	SJC Sheriff	104210610 - Miscellaneous Supplie
					<u>\$8,470.00</u>		
					\$8,470.00		
Abbott Laboratories	123555	616126230	11/29/2022	11/29/2022	193.60	SJC Aging	104679610 - Miscellaneous Supplie
					<u>\$193.60</u>		
					\$193.60		
Action Air Inc	123556	1533	11/29/2022	11/29/2022	390.00	SJC Public Safety	104166310 - Professional and Tech
Action Air Inc	123556	1536-	11/29/2022	11/29/2022	270.00	SJC Aging	104676310 - Professional and Tech
					<u>\$660.00</u>		
					\$660.00		
Adams, Bruce	123557	20221128130450	11/29/2022	11/29/2022	240.80	Travel Reimbursement	104111230 - Travel Expense
					<u>\$240.80</u>		
					\$240.80		
Amazon Capital Services	123472	1XNP-XJRT-1FQ	11/22/2022	11/28/2022	240.98	SJC Road Dept	214414240 - Office Expense
Amazon Capital Services	123558	14NY-TJT7-4LK3	11/28/2022	11/29/2022	219.99	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	123558	1HRL-JX4R-YPK	11/28/2022	11/29/2022	16.49	SJC Public Health	255007.240 - Indirect Admin Office e
Amazon Capital Services	123558	1HRL-JX4R-YPK	11/28/2022	11/29/2022	39.58	SJC Public Health	255193.480 - Home Visiting - PAT S
Amazon Capital Services	123558	1NLN-NP3N-4P	11/28/2022	11/29/2022	331.75	SJC Road Dept	214412250 - Equipment Operation
Amazon Capital Services	123558	1T4H-7LGX-WH	11/28/2022	11/29/2022	17.99	SJC Road Dept	214412250 - Equipment Operation
					<u>\$625.80</u>		
					\$866.78		
Amerigas Propane LP	123559	805511010	11/29/2022	11/29/2022	189.28	200781355	214414270 - Utilities
					<u>\$189.28</u>		
					\$189.28		
Ana's La Sal Store	123473	703187	11/23/2022	11/28/2022	7.98	La Sal Senior Center	104677328 - Meals - La Sal
					<u>\$7.98</u>		
					\$7.98		
Artistic Sign Design	123474	22-655	11/23/2022	11/28/2022	394.00	SJC Sheriff	104210610 - Miscellaneous Supplie
					<u>\$394.00</u>		
					\$394.00		
Blanding Storage	123475	BS11172022	11/23/2022	11/28/2022	40.00	San Juan Public Health	255310.260 - PHEP Preparedness
					<u>\$40.00</u>		
					\$40.00		
Blue Mountain Foods	123476	117607	11/23/2022	11/28/2022	58.27	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	123476	117617	11/23/2022	11/28/2022	6.99	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	123476	117621	11/23/2022	11/28/2022	49.43	SJC Aging	104677328 - Meals - La Sal
Blue Mountain Foods	123476	117630	11/23/2022	11/28/2022	42.30	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	123476	117638	11/23/2022	11/28/2022	116.08	SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	123476	117658	11/23/2022	11/28/2022	40.09	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	123476	117663	11/23/2022	11/28/2022	126.74	SJC Aging	104686610 - Miscellaneous Supplie
Blue Mountain Foods	123476	117669	11/23/2022	11/28/2022	53.78	SJC Aging	104678328 - Meals - La Sal

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 11/19/2022 to 12/02/2022**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Blue Mountain Foods	123476	117673	11/23/2022	11/28/2022	3.19	SJC Aging	104686610 - Miscellaneous Supplie
Blue Mountain Foods	123476	117689	11/23/2022	11/28/2022	11.96	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	123476	117691	11/23/2022	11/28/2022	88.01	SJC Aging	104678329 - Meals - Bluff
Blue Mountain Foods	123476	117701	11/23/2022	11/28/2022	9.98	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	123476	117707	11/23/2022	11/28/2022	38.84	SJC Aging	104678328 - Meals - La Sal
Blue Mountain Foods	123476	117714	11/23/2022	11/28/2022	19.42	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	123476	117716	11/23/2022	11/28/2022	7.98	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	123476	117738	11/23/2022	11/28/2022	31.81	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	123476	117756	11/23/2022	11/28/2022	117.18	SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	123476	117766	11/23/2022	11/28/2022	41.87	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	123476	117773	11/23/2022	11/28/2022	11.99	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	123476	117784	11/23/2022	11/28/2022	13.83	SJC Aging	104677323 - Meals - Monticello
Blue Mountain Foods	123476	117811	11/23/2022	11/28/2022	41.71	SJC Aging	104678323 - Meals - Monticello
Blue Mountain Foods	123476	117813	11/23/2022	11/28/2022	147.84	SJC Aging	104677329 - Meals - Bluff
Blue Mountain Foods	123476	117896	11/23/2022	11/28/2022	27.76	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	123476	117932	11/23/2022	11/28/2022	33.11	SJC Sheriff Dept	104230480 - Kitchen Food
					\$1,140.16		
Blue Mountain Foods	123560	117954	11/28/2022	11/29/2022	44.87	SJC Sheriff Dept	104230480 - Kitchen Food
Blue Mountain Foods	123560	117957	11/28/2022	11/29/2022	53.34	SJC Sheriff Dept	104230480 - Kitchen Food
					\$98.21		
					\$1,238.37		
Brantley Distributing LLC.	123477	22180180	11/23/2022	11/28/2022	297.90	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	123561	22180330	11/29/2022	11/29/2022	360.00	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	123561	22181280	11/29/2022	11/29/2022	111.45	SJC Road	214412250 - Equipment Operation
Brantley Distributing LLC.	123561	PI0006770	11/29/2022	11/29/2022	2,390.00	SJC Road	214412250 - Equipment Operation
					\$2,861.45		
					\$3,159.35		
Capture Adventure Media	123562	1120	11/29/2022	11/29/2022	10,000.00	Video Production	104193490 - Advertising and Promot
					\$10,000.00		
Carbs Kneaded	123478	1001	11/23/2022	11/28/2022	150.00	SJC Business Expo	104192920 - Grants
					\$150.00		
Carlson, Brittny	123479	BC111522	11/23/2022	11/28/2022	571.12	Travel Reimbursement	255335.230 - Crisis Response Work
					\$571.12		
Carrshop	123480	1558	11/23/2022	11/28/2022	1,516.71	SJC Sheriff	104210610 - Miscellaneous Supplie
					\$1,516.71		
Cintas Corporation #108	123481	4137178400	11/23/2022	11/28/2022	32.85	SJC Road Dept	102229000 - Other Deductions Paya
Cintas Corporation #108	123481	4137178400	11/23/2022	11/28/2022	39.40	SJC Road Dept	214414260 - Buildings and Grounds
Cintas Corporation #108	123481	4137660117	11/23/2022	11/28/2022	32.85	SJC Road Dept	102229000 - Other Deductions Paya
Cintas Corporation #108	123481	4137660117	11/23/2022	11/28/2022	39.40	SJC Road Dept	214414260 - Buildings and Grounds
					\$144.50		

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Cintas Corporation #108	123563	4138276105	11/29/2022	11/29/2022	32.85	SJC Road Dept	102229000 - Other Deductions Paya
Cintas Corporation #108	123563	4138276105	11/29/2022	11/29/2022	39.40	SJC Road Dept	214414260 - Buildings and Grounds
					\$72.25		
					\$216.75		
CLIA Laboratory Program	123564	CLIA110422	11/29/2022	11/29/2022	180.00	Public Health	255007.310 - Indirect Admin Profess
					\$180.00		
Dept of Health and Human Service	123482	23H5000467	11/22/2022	11/28/2022	1,750.11	San Juan Public Health	255192.980 - TCM Intergovernment
					\$1,750.11		
Dominion Energy	123565	20221123155514	11/28/2022	11/29/2022	399.84	3617789388 885 E Center	214414270 - Utilities
					\$399.84		
DTS - State of Utah	123483	2304R30700000	11/23/2022	11/28/2022	694.25	SJC Sheriffs Office	104232310 - Professional and Tech
DTS - State of Utah	123483	2304R30700000	11/23/2022	11/28/2022	260.05	SJC Attorney - NSCOSANATT	104145482 - Law Library Supplies
					\$954.30		
					\$954.30		
Duncan, Lyman	123484	20221121151538	11/23/2022	11/28/2022	45.00	Travel Reimbursement	104173230 - Travel Expense
					\$45.00		
Earthgrains Baking Company	123485	8527229000092	11/23/2022	11/28/2022	74.00	SJC Jail	104230480 - Kitchen Food
Earthgrains Baking Company	123485	8527229000104	11/23/2022	11/28/2022	59.20	SJC Jail	104230480 - Kitchen Food
					\$133.20		
					\$133.20		
EFTPS - IRS	EFT	Correcting10212	11/23/2022	11/23/2022	511.22	Fixing underpayment from Oct	102221000 - FICA Payable
EFTPS - IRS	EFT	Correcting10212	11/23/2022	11/23/2022	2,185.76	Fixing underpayment from Oct	102221000 - FICA Payable
EFTPS - IRS	EFT	Correcting10212	11/23/2022	11/23/2022	2,187.15	Fixing underpayment from Oct	102222000 - Federal Tax W/H Paya
					\$4,884.13		
					\$4,884.13		
Emery Telcom	123486	20221121152112	11/23/2022	11/28/2022	93.71	987300 - SJC Public Safety	104230350 - State Prisoner Expens
Emery Telcom	123566	ETNOV2022	11/29/2022	11/29/2022	159.90	3324200 - SJC Admin Building	574424270 - Utilities
Emery Telcom	123566	ETNOV2022	11/29/2022	11/29/2022	169.90	3324200 - SJC Admin Building	104255270 - Utilities
Emery Telcom	123566	ETNOV2022	11/29/2022	11/29/2022	209.90	3324200 - SJC Admin Building	104230280 - Telephone
Emery Telcom	123566	ETNOV2022	11/29/2022	11/29/2022	209.90	3324200 - SJC Admin Building	255007.280 - Indirect Admin Teleph
Emery Telcom	123566	ETNOV2022	11/29/2022	11/29/2022	224.45	3324200 - SJC Admin Building	104151280 - Telephone
Emery Telcom	123566	ETNOV2022	11/29/2022	11/29/2022	419.80	3324200 - SJC Admin Building	104672270 - Utilities
Emery Telcom	123566	ETNOV2022	11/29/2022	11/29/2022	539.80	3324200 - SJC Admin Building	214414280 - Telephone
Emery Telcom	123566	ETNOV2022	11/29/2022	11/29/2022	649.80	3324200 - SJC Admin Building	104151620 - Miscellaneous Service
					\$2,583.45		
					\$2,677.16		
Empire Electric Assoc. Inc.	123487	20221117142915	11/23/2022	11/28/2022	700.38	25395 - 885 E Center St	214414270 - Utilities

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 11/19/2022 to 12/02/2022**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Empire Electric Assoc. Inc.	123567	20221128105846	11/29/2022	11/29/2022	3,765.13	9579024 - 297 S Main	104166270 - Utilities
					\$4,465.51		
Equitable Financial Equi-vest	123568	20221128105811	11/28/2022	11/29/2022	360.00	Payroll Deductions	102225000 - Equivest
					\$360.00		
Fastenal Company	123569	COBAY73366	11/29/2022	11/29/2022	13.54	SJC Road	214414260 - Buildings and Grounds
Fastenal Company	123569	COBAY73366	11/29/2022	11/29/2022	330.64	SJC Road	214412250 - Equipment Operation
Fastenal Company	123569	COBAY73367	11/29/2022	11/29/2022	209.81	SJC Road	214412250 - Equipment Operation
					\$553.99		
					\$553.99		
Frontier	123570	20221122103407	11/28/2022	11/29/2022	267.79	435-727-3440-062308-8	104225280 - Telephone
Frontier	123570	20221122103433	11/28/2022	11/29/2022	178.25	435-587-2797-030304-8	104225280 - Telephone
Frontier	123570	20221122103444	11/28/2022	11/29/2022	213.70	435-651-3351-082400-8	104225280 - Telephone
					\$659.74		
					\$659.74		
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	32.21	SJC Fuel Bill	104112251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	51.40	SJC Fuel Bill	724581251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	58.59	SJC Fuel Bill	104173230 - Travel Expense
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	140.99	SJC Fuel Bill	104146251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	256.52	SJC Fuel Bill	104255251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	267.58	SJC Fuel Bill	104193251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	496.63	SJC Fuel Bill	104161251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	526.66	SJC Fuel Bill	104111251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	530.72	SJC Fuel Bill	104242251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	660.46	SJC Fuel Bill	574424251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	841.97	SJC Fuel Bill	255012.251 - Local General Health
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	1,102.71	SJC Fuel Bill	214412251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	1,349.71	SJC Fuel Bill	104225251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	1,439.73	SJC Fuel Bill	104672251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	1,489.97	SJC Fuel Bill	104256251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	1,906.25	SJC Fuel Bill	264350251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	14,862.34	SJC Fuel Bill	104210251 - Gas, Oil and Grease
Fuel Network	123571	F2304E00933	11/29/2022	11/29/2022	41,459.70	SJC Fuel Bill	214412251 - Gas, Oil and Grease
					\$67,474.14		
					\$67,474.14		
Goulding's Lodge And Tour	123572	F-510836	11/29/2022	11/29/2022	7.50	SJC Sheriff Office	104210230 - Travel Expense
Goulding's Lodge And Tour	123572	F-515806	11/29/2022	11/29/2022	7.50	SJC Sheriff Office	104210230 - Travel Expense
Goulding's Lodge And Tour	123572	F-516958	11/29/2022	11/29/2022	27.35	SJC Sheriff Office	104210230 - Travel Expense
					\$42.35		
					\$42.35		
GuestGuide Publications	123488	2061-M	11/23/2022	11/28/2022	2,800.00	SJC Economic Dev	104193490 - Advertising and Promot
					\$2,800.00		

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Halls, Craig C.	123489	9052	11/23/2022	11/28/2022	1,699.20	SJC Attorney	104126615 - Contracts
Halls, Craig C.	123489	9071	11/23/2022	11/28/2022	369.88	SJC Attorney	104126615 - Contracts
					<u>\$2,069.08</u>		
					\$2,069.08		
Homedew, Jeremy	123490	23F08-T-019	11/28/2022	11/28/2022	398.00	Per Diem Reimbursement	104211230 - Travel Expense
					<u>\$398.00</u>		
					\$398.00		
Honnen Equipment Co.	123573	1428252	11/29/2022	11/29/2022	324.92	SJC Road Dept	214412250 - Equipment Operation
					<u>\$324.92</u>		
					\$324.92		
Hos Horn Productions	123491	20221121151538	11/23/2022	11/28/2022	805.00	SJC Sheriff	104210250 - Equipment Operation
					<u>\$805.00</u>		
					\$805.00		
Ivins, Brittney	123574	20221128130929	11/29/2022	11/29/2022	2,046.98	TRAVEL REIMBURSEMENT	104145230 - Travel Expense
					<u>\$2,046.98</u>		
					\$2,046.98		
Jackson Group Peterbilt	123492	220638	11/23/2022	11/28/2022	125.33	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	123492	220668	11/23/2022	11/28/2022	55.27	SJC Road Dept	214412250 - Equipment Operation
Jackson Group Peterbilt	123492	220798	11/23/2022	11/28/2022	10.41	SJC Road Dept	214412250 - Equipment Operation
					<u>\$191.01</u>		
Jackson Group Peterbilt	123575	220529	11/28/2022	11/29/2022	69.22	SJC Road Dept	214412250 - Equipment Operation
					<u>\$260.23</u>		
					\$260.23		
Jensen, McKay	123576	001	11/29/2022	11/29/2022	1,000.00	Business Basecamp	104192920 - Grants
					<u>\$1,000.00</u>		
					\$1,000.00		
Jones & Demille Engineering	123577	0129483	11/29/2022	11/29/2022	1,717.00	SJC - Fairgrounds RV Park Design	104192920 - Grants
					<u>\$1,717.00</u>		
					\$1,717.00		
K&H Integrated Print Solutions	123493	063603	11/28/2022	11/28/2022	12,866.39	SJC Elections	104173310 - Professional and Tech
					<u>\$12,866.39</u>		
					\$12,866.39		
Katrina, Mark	123494	20221121151538	11/23/2022	11/28/2022	3,743.30	Building Permit Refund # 22148	103221000 - Building Permits
					<u>\$3,743.30</u>		
					\$3,743.30		
Kenworth Sales Company	123495	005P2605	11/22/2022	11/28/2022	38.89	SJC Road	214412250 - Equipment Operation
Kenworth Sales Company	123495	005P2982	11/22/2022	11/28/2022	168.00	SJC Road	214412250 - Equipment Operation
					<u>\$206.89</u>		
Kenworth Sales Company	123578	005P2989	11/28/2022	11/29/2022	168.00	SJC Road	214412250 - Equipment Operation
					<u>\$374.89</u>		
					\$374.89		
Ketron, Tyler	123496	TK111722	11/28/2022	11/28/2022	96.00	TRAVEL REIMBURSEMENT	255007.230 - Indirect Admin Travel
					<u>\$96.00</u>		
					\$96.00		
Knight, Katie	123497	KK111422	11/23/2022	11/28/2022	353.17	Travel Reimbursement	255111.230 - WIC Administration Tra
					<u>\$353.17</u>		
					\$353.17		

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Kunz, Angela	123498	AK111822	11/23/2022	11/28/2022	84.28	Purchase Reimbursement	255193.480 - Home Visiting - PAT S
					\$84.28		
Landmark Design	123499	7	11/23/2022	11/28/2022	8,095.00	SJC EC DEV	104192920 - Grants
					\$8,095.00		
Latigic LLC	123500	65625-000008	11/23/2022	11/28/2022	2,625.00	SJC EC DEV	104192920 - Grants
Latigic LLC	123500	65625-000009	11/23/2022	11/28/2022	3,000.00	SJC EC DEV	104192920 - Grants
					\$5,625.00		
					\$5,625.00		
Long, Roxy	123501	20221121151538	11/23/2022	11/28/2022	900.00	Nursing Services	104230350 - State Prisoner Expens
					\$900.00		
Love Communications	123502	062588	11/23/2022	11/28/2022	500.00	SJC Ec Dev	104192920 - Grants
Love Communications	123502	063246	11/23/2022	11/28/2022	500.00	SJC Ec Dev	104192920 - Grants
					\$1,000.00		
					\$1,000.00		
Lumen	123503	612983237	11/23/2022	11/28/2022	22.72	70470067	104232310 - Professional and Tech
					\$22.72		
Main Street Drug and Boutique	123504	4281	11/23/2022	11/28/2022	60.00	SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique	123504	4556	11/23/2022	11/28/2022	7.79	SJC Sheriff	104230312 - Medical Expenses
Main Street Drug and Boutique	123504	4776	11/23/2022	11/28/2022	33.15	SJC Sheriff	104230312 - Medical Expenses
					\$100.94		
					\$100.94		
Maxwell Products Inc.	123579	24011	11/28/2022	11/29/2022	25,027.39	SJC Road Dept	214414410 - Road Supplies
					\$25,027.39		
MCI	123505	20221115154205	11/23/2022	11/28/2022	28.36	Cal Black Airport - 435-684-2419	105430280 - Telephone
					\$28.36		
Medical Priority Consultants, Inc.	123506	SIN320064	11/23/2022	11/28/2022	49.00	SJC Sheriff	104232310 - Professional and Tech
					\$49.00		
Melissa Argyle RD CD	123507	INV0243	11/23/2022	11/28/2022	150.00	Nutrition Consulting	104677310 - Professional and Tech
Melissa Argyle RD CD	123507	INV0243	11/23/2022	11/28/2022	150.00	Nutrition Consulting	104678615 - Contracts
					\$300.00		
					\$300.00		
Mexican Hat Special Serv Dist.	123580	1122-24	11/28/2022	11/29/2022	70.23	SJC Fire/Rescue	104225270 - Utilities
					\$70.23		
Meyer, Rick	123508	20221121153611	11/28/2022	11/28/2022	725.12	Travel Reimbursement	104146230 - Travel Expense
					\$725.12		

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Monticello City	123509	20221118114833	11/23/2022	11/28/2022	4,844.72	Hideout Utilities	104672270 - Utilities
					\$4,844.72		
Monticello Mercantile	123510	C263972	11/23/2022	11/28/2022	9.29	SJC Fair	104620260 - Buildings and Grounds
Monticello Mercantile	123510	C264031	11/23/2022	11/28/2022	11.38	SJC Fire	104225260 - Buildings and Grounds
Monticello Mercantile	123510	C264279	11/23/2022	11/28/2022	9.99	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	123510	C264901	11/23/2022	11/28/2022	70.11	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	123510	C265028	11/23/2022	11/28/2022	17.49	SJC Road	214412251 - Gas, Oil and Grease
Monticello Mercantile	123510	C265306	11/23/2022	11/28/2022	77.61	SJC Admin Building	104161260 - Buildings and Grounds
Monticello Mercantile	123510	C265433	11/23/2022	11/28/2022	21.99	SJC Sheriff	104230610 - Miscellaneous Supplie
Monticello Mercantile	123510	C265683	11/23/2022	11/28/2022	30.65	SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	123510	C265687	11/23/2022	11/28/2022	51.27	SJC Fair	104620260 - Buildings and Grounds
Monticello Mercantile	123510	C265761	11/23/2022	11/28/2022	48.46	SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	123510	C266159	11/23/2022	11/28/2022	21.98	SJC Public Safety	104166260 - Buildings and Grounds
Monticello Mercantile	123510	E26926	11/23/2022	11/28/2022	45.17	SJC Aging	104676260 - Buildings and Grounds
					\$415.39		
					\$415.39		
Motor Parts	123511	823685	11/23/2022	11/28/2022	8.00	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	123511	824119	11/23/2022	11/28/2022	19.68	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	123511	824569	11/23/2022	11/28/2022	25.82	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	123511	824622	11/23/2022	11/28/2022	17.79	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	123511	824672	11/23/2022	11/28/2022	10.99	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	123511	824976	11/23/2022	11/28/2022	73.67	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	123511	825000	11/23/2022	11/28/2022	697.30	SJC Road Dept	214412250 - Equipment Operation
Motor Parts	123511	825060	11/23/2022	11/28/2022	59.84	SJC Road Dept	214412250 - Equipment Operation
					\$913.09		
					\$913.09		
Motor Parts of Monticello	123581	542553	11/28/2022	11/29/2022	20.10	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	542577	11/28/2022	11/29/2022	229.97	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	542825	11/28/2022	11/29/2022	24.22	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	542944	11/28/2022	11/29/2022	14.20	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	542945	11/28/2022	11/29/2022	-3.55	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	543141	11/28/2022	11/29/2022	147.43	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	543171	11/28/2022	11/29/2022	1.25	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	543182	11/28/2022	11/29/2022	15.17	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	543201	11/28/2022	11/29/2022	152.22	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	543282	11/28/2022	11/29/2022	201.63	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	543304	11/28/2022	11/29/2022	40.30	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	543311	11/28/2022	11/29/2022	-18.00	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	543469	11/28/2022	11/29/2022	100.42	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	543477	11/28/2022	11/29/2022	25.24	SJC Road	214412250 - Equipment Operation
Motor Parts of Monticello	123581	543887	11/28/2022	11/29/2022	19.90	SJC Road	214414260 - Buildings and Grounds
Motor Parts of Monticello	123581	543888	11/28/2022	11/29/2022	18.99	SJC Road	214412250 - Equipment Operation
					\$989.49		
					\$989.49		

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Moulton, Mike	123512	MM111522	11/23/2022	11/28/2022	74.00	Travel Reimbursement	255335.230 - Crisis Response Work
Moulton, Mike	123512	MM111522	11/23/2022	11/28/2022	426.14	Travel Reimbursement	255310.230 - PHEP Preparedness T
					\$500.14		
					\$500.14		
Mountainland Supply Co	123513	S104944243.007	11/23/2022	11/28/2022	209.00	SJC Admin Building	104161260 - Buildings and Grounds
Mountainland Supply Co	123513	S104944243.009	11/23/2022	11/28/2022	221.96	SJC Admin Building	104161260 - Buildings and Grounds
Mountainland Supply Co	123513	S104963582.001	11/23/2022	11/28/2022	379.44	SJC Fire	104225260 - Buildings and Grounds
Mountainland Supply Co	123513	S105003546.001	11/23/2022	11/28/2022	10.95	SJC Fire	104225260 - Buildings and Grounds
Mountainland Supply Co	123513	S105003546.001	11/23/2022	11/28/2022	31.47	SJC Admin Building	104161260 - Buildings and Grounds
Mountainland Supply Co	123513	S105003678.001	11/23/2022	11/28/2022	448.20	SJC Admin Building	104161480 - Special Department Su
Mountainland Supply Co	123513	S105020373.001	11/23/2022	11/28/2022	30.62	SJC Road Dept	214412260 - Buildings and Grounds
Mountainland Supply Co	123513	S105024139.001	11/23/2022	11/28/2022	103.75	SJC Public Safety Building	104166260 - Buildings and Grounds
					\$1,435.39		
					\$1,435.39		
Nakai, Jaye	123514	20221121151538	11/23/2022	11/28/2022	500.00	Refund of Bail	103511000 - Justice Court Fines
					\$500.00		
National Benefit Services LLC	123515	878614	11/23/2022	11/28/2022	82.35	FSA Plan Admin Fees	104965140 - Other Employee Benefi
National Benefit Services LLC	123515	CP331474	11/23/2022	11/28/2022	1,031.77	Claims Paid Invoice	102227000 - NBS - Health Care Rei
					\$1,114.12		
					\$1,114.12		
Navajo Sanitation	123516	114747	11/23/2022	11/28/2022	297.00	Bluff Senior Center-2772	104672270 - Utilities
					\$297.00		
Navajo Tribal UtilityAuthority	123517	37001131498	11/23/2022	11/28/2022	45.08	60378374 101 S 100 E	104225270 - Utilities
Navajo Tribal UtilityAuthority	123517	39000995590	11/23/2022	11/28/2022	125.86	60040657 MZC Fire Station East	104225270 - Utilities
					\$170.94		
Navajo Tribal UtilityAuthority	123582	34001434214	11/29/2022	11/29/2022	122.42	60378369 12MLS N MEX WTR CHPT N COM	104574270 - Utilities
					\$293.36		
New Technology Solutions	123583	4696	11/28/2022	11/29/2022	40.00	SJC Public Health	255007.260 - Indirect Admin Buildin
New Technology Solutions	123583	4731	11/28/2022	11/29/2022	80.00	SJC Buildings	104676310 - Professional and Tech
New Technology Solutions	123583	4732	11/28/2022	11/29/2022	40.00	SJC Emergency Services	104255310 - Professional and Tech
New Technology Solutions	123583	4733	11/28/2022	11/29/2022	32.50	SJC Buildings	104161310 - Professional and Tech
New Technology Solutions	123583	4733	11/28/2022	11/29/2022	32.50	SJC Buildings	104163310 - Professional and Tech
New Technology Solutions	123583	4733	11/28/2022	11/29/2022	32.50	SJC Buildings	104165310 - Professional and Tech
New Technology Solutions	123583	4733	11/28/2022	11/29/2022	32.50	SJC Buildings	104166310 - Professional and Tech
New Technology Solutions	123583	4734	11/28/2022	11/29/2022	31.66	SJC Libraries	724167310 - Professional and Tech
New Technology Solutions	123583	4734	11/28/2022	11/29/2022	31.66	SJC Libraries	724168310 - Professional and Tech
New Technology Solutions	123583	4734	11/28/2022	11/29/2022	31.68	SJC Libraries	724169310 - Professional and Tech
New Technology Solutions	123583	4735	11/28/2022	11/29/2022	80.00	SJC Fire	104225310 - Professional and Tech
New Technology Solutions	123583	4738	11/28/2022	11/29/2022	40.00	SJC Public Health	255007.260 - Indirect Admin Buildin
					\$505.00		
					\$505.00		

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Nicholas & Company	123518	8127098	11/23/2022	11/28/2022	304.38	SJC Aging	104678328 - Meals - La Sal
Nicholas & Company	123518	8127098	11/23/2022	11/28/2022	304.39	SJC Aging	104677328 - Meals - La Sal
Nicholas & Company	123518	8144643	11/23/2022	11/28/2022	1,595.98	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	123518	8151992	11/23/2022	11/28/2022	2,667.41	SJC Sheriff	104230480 - Kitchen Food
Nicholas & Company	123518	8151996	11/23/2022	11/28/2022	459.94	SJC Aging	104677323 - Meals - Monticello
Nicholas & Company	123518	8151996	11/23/2022	11/28/2022	459.94	SJC Aging	104678323 - Meals - Monticello
Nicholas & Company	123518	8151998	11/23/2022	11/28/2022	298.58	SJC Aging	104677325 - Meals - Blanding
Nicholas & Company	123518	8151998	11/23/2022	11/28/2022	298.58	SJC Aging	104678325 - Meals - Blanding
					<u>\$6,389.20</u>		
Nicholas & Company	123584	8159416	11/29/2022	11/29/2022	2,349.49	SJC Sheriff	104230312 - Medical Expenses
Nicholas & Company	123584	8159419	11/29/2022	11/29/2022	308.85	Monticello Senior Center	104678323 - Meals - Monticello
Nicholas & Company	123584	8159419	11/29/2022	11/29/2022	308.86	Monticello Senior Center	104677323 - Meals - Monticello
Nicholas & Company	123584	8159421	11/29/2022	11/29/2022	86.41	Blanding Senior Center	104677325 - Meals - Blanding
Nicholas & Company	123584	8159421	11/29/2022	11/29/2022	86.41	Blanding Senior Center	104678325 - Meals - Blanding
Nicholas & Company	123584	8159422	11/29/2022	11/29/2022	337.02	Blanding Senior Center	104677329 - Meals - Bluff
Nicholas & Company	123584	8159422	11/29/2022	11/29/2022	337.02	Blanding Senior Center	104678329 - Meals - Bluff
					<u>\$3,814.06</u>		
					\$10,203.26		
Nieves, Ronnie	123519	RN111522	11/28/2022	11/28/2022	475.00	Travel Reimbursement	255335.230 - Crisis Response Work
Nieves, Ronnie	123519	RN111722	11/28/2022	11/28/2022	14.00	Travel Reimbursement	255007.230 - Indirect Admin Travel
					<u>\$489.00</u>		
					\$489.00		
ODP Business Solutions LLC	123520	272469027001	11/23/2022	11/28/2022	38.50	SJC Attorney	104145240 - Office Expense
					<u>\$38.50</u>		
Otis Elevator Company	123521	100400910863	11/23/2022	11/28/2022	1,171.14	SJC Public Saftey	104166310 - Professional and Tech
					<u>\$1,171.14</u>		
Packard Wholesale Co.	123522	INV191209	11/28/2022	11/28/2022	143.00	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	123522	INV197000	11/28/2022	11/28/2022	119.50	SJC Aging	104677325 - Meals - Blanding
Packard Wholesale Co.	123522	INV197000	11/28/2022	11/28/2022	119.50	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	123522	INV197154	11/28/2022	11/28/2022	168.47	SJC Aging	104677325 - Meals - Blanding
Packard Wholesale Co.	123522	INV197154	11/28/2022	11/28/2022	168.47	SJC Aging	104678325 - Meals - Blanding
Packard Wholesale Co.	123522	INV197162	11/28/2022	11/28/2022	84.29	SJC Aging	104677323 - Meals - Monticello
Packard Wholesale Co.	123522	INV197470	11/28/2022	11/28/2022	83.03	SJC Aging	104678323 - Meals - Monticello
					<u>\$886.26</u>		
Packard Wholesale Co.	123585	INV196802	11/29/2022	11/29/2022	453.20	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	123585	INV197132	11/29/2022	11/29/2022	125.28	SJC Sheriff's Office	104230350 - State Prisoner Expens
Packard Wholesale Co.	123585	INV197475	11/28/2022	11/29/2022	209.30	SJC Sheriff's Office	104230480 - Kitchen Food
Packard Wholesale Co.	123585	INV197490	11/28/2022	11/29/2022	110.29	SJC Public Health	255007.260 - Indirect Admin Buildin
Packard Wholesale Co.	123585	INV197791	11/28/2022	11/29/2022	114.91	SJC Public Health	255007.260 - Indirect Admin Buildin
					<u>\$1,012.98</u>		
					\$1,899.24		

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Palmer, Preston	123523	20221121151538	11/23/2022	11/28/2022	14.00	Travel Reimb.	104230230 - Travel Expense
					\$14.00		
Personnel Evaluation Inc	123524	45953	11/23/2022	11/28/2022	50.00	SJC Sheriff	104230310 - Professional and Tech
					\$50.00		
Petty Cash	123525	20221121153548	11/28/2022	11/28/2022	36.81	Bluff Library	724581920 - Grant Expenses
					\$36.81		
Portillo-Perez, Jacqueline	123526	20221121151538	11/23/2022	11/28/2022	1,500.00	Refund of Bail	103511000 - Justice Court Fines
					\$1,500.00		
Purchase Power	123527	20221121151538	11/23/2022	11/28/2022	420.99	SJC Sheriff Dept - 8000-9000-0182-4113	104230241 - Postage
					\$420.99		
Quadient Finance USA, Inc.	123528	20221121151538	11/23/2022	11/28/2022	4,002.32	7900 0440 8053 4286	104150241 - Postage
					\$4,002.32		
Quill Corporation	123529	28698572	11/23/2022	11/28/2022	106.99	SJC Treasurer	104143240 - Office Expense
Quill Corporation	123586	28817874	11/29/2022	11/29/2022	1,484.00	non departmental	104150240 - Office Expense
					\$1,590.99		
Ramsay, April	123587	20221129111020	11/29/2022	11/29/2022	35.00	Per Diem	104173230 - Travel Expense
					\$35.00		
Redd's Ace Hardware	123530	865958	11/23/2022	11/28/2022	14.08	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	123530	866392	11/23/2022	11/28/2022	9.58	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	123530	866425	11/23/2022	11/28/2022	23.99	SJC Road	214414260 - Buildings and Grounds
Redd's Ace Hardware	123530	866601	11/23/2022	11/28/2022	44.99	SJC Road	214412250 - Equipment Operation
Redd's Ace Hardware	123530	866715	11/23/2022	11/28/2022	6.59	SJC Admin Building	104161260 - Buildings and Grounds
Redd's Ace Hardware	123530	866728	11/23/2022	11/28/2022	33.12	SJC Public Safety	104166260 - Buildings and Grounds
					\$132.35		
Redd's Ace Hardware	123588	866501	11/29/2022	11/29/2022	48.74	SJC Road	214414260 - Buildings and Grounds
Redd's Ace Hardware	123588	866645	11/29/2022	11/29/2022	6.59	SJC Public Health	255007.610 - Indirect Admin Miscell
Redd's Ace Hardware	123588	866729	11/29/2022	11/29/2022	9.99	SJC Public Health	255620.480 - DEQ Water Quality Sp
Redd's Ace Hardware	123588	866729	11/29/2022	11/29/2022	34.98	SJC Public Health	255007.240 - Indirect Admin Office e
Redd's Ace Hardware	123588	866804	11/29/2022	11/29/2022	72.95	SJC Road	214414260 - Buildings and Grounds
					\$173.25		
					\$305.60		
Ricks Glass Inc.	123531	18998	11/23/2022	11/28/2022	400.58	SJC Sheriff	104210250 - Equipment Operation
					\$400.58		
River Canyon Wireless	123532	93862	11/23/2022	11/28/2022	35.33	SJC Fair	104620270 - Utilities
					\$35.33		

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Rocky Mountain Power	123533	20221121151538	11/23/2022	11/28/2022	130.24	59288636-0037 Mexican Hat TV	104574270 - Utilities
Rocky Mountain Power	123589	20221122103500	11/28/2022	11/29/2022	42.46	73241784-0038 SJC Fire Control	104225270 - Utilities
Rocky Mountain Power	123589	20221122103507	11/28/2022	11/29/2022	32.39	59288636-0086 Mex Hat Fire Station	104225270 - Utilities
					<u>\$74.85</u>		
					\$205.09		
Rogers, Kristine	123534	20221121151538	11/23/2022	11/28/2022	300.00	Refund Business License	103220000 - Business Licenses
					<u>\$300.00</u>		
Salt Lake Community College	123535	2022.11.3	05/10/2022	11/28/2022	398.92	SJC Cadet meals	104210230 - Travel Expense
Salt Lake Community College	123590	2022.11.10	11/29/2022	11/29/2022	409.38	SJC Cadet meals	104210230 - Travel Expense
					<u>\$808.30</u>		
San Juan Building Supply Inc.	123536	2211-210978	11/23/2022	11/28/2022	60.90	SJC Public Safety	104166260 - Buildings and Grounds
					<u>\$60.90</u>		
San Juan Clinic	123537	9003953	11/28/2022	11/28/2022	36.00	124491 Joel Elliott	104230310 - Professional and Tech
					<u>\$36.00</u>		
San Juan Hospital	123538	9005944	11/28/2022	11/28/2022	966.37	100703 Corwyn Betsuie	104230312 - Medical Expenses
					<u>\$966.37</u>		
SJSD Heritage Language Resourc	123591	1950	11/28/2022	11/29/2022	36.00	SJC San Juan Public Health	255075.480 - Overdose Data to Acti
					<u>\$36.00</u>		
Snap - On Tools	123539	11152245121	11/23/2022	11/28/2022	11,052.36	SJC Road	214412740 - Equipment Purchases
					<u>\$11,052.36</u>		
Southeastern Utah District	123540	SE11012022	11/28/2022	11/28/2022	30.30	SJC Public Health 40700	255620.310 - DEQ Water Quality Pr
					<u>\$30.30</u>		
Southwest Colorado TV	123592	11-21	11/28/2022	11/29/2022	2,776.51	Contract Services	104574615 - Contracts
					<u>\$2,776.51</u>		
sparc	123593	1023	11/29/2022	11/29/2022	595.00	SJC Economic Development	104192920 - Grants
					<u>\$595.00</u>		
Sysco Intermountain Food Svc.	123541	485597051	11/23/2022	11/28/2022	713.57	SJC SHERIFF	104230480 - Kitchen Food
					<u>\$713.57</u>		
Tate, Jed	123594	20221128130608	11/29/2022	11/29/2022	965.06	Travel Reimbursement	574424230 - Travel Expense
					<u>\$965.06</u>		
The Go Travel Sites	123542	15068	11/23/2022	11/28/2022	834.00	SJC Econ Dev	104193210 - Subscriptions and Me
The Go Travel Sites	123595	15082	11/29/2022	11/29/2022	11,000.00	San Juan County - Economic Development	104193210 - Subscriptions and Me
					<u>\$11,834.00</u>		

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Three-B Repair	123543	SJCC10072022	11/23/2022	11/28/2022	1,100.00	SJC Communications	104574615 - Contracts
Three-B Repair	123543	SJCC11022022	11/23/2022	11/28/2022	300.00	SJC Communications	104574615 - Contracts
Three-B Repair	123543	SJCC11042022	11/23/2022	11/28/2022	300.00	SJC Communications	104574615 - Contracts
					\$1,700.00		
					\$1,700.00		
Tiefenbach North America LLC	123544	444207	11/23/2022	11/28/2022	8.51	SJC Road Dept	214412250 - Equipment Operation
Tiefenbach North America LLC	123596	444791	11/28/2022	11/29/2022	14.87	SJC Road Dept	214412250 - Equipment Operation
					\$23.38		
Tomco, Ben	123545	20221121153531	11/28/2022	11/28/2022	69.02	Education	104242330 - Employee Education
					\$69.02		
U.S. Bank Corporate Payment	123546	2022102014135	11/28/2022	11/28/2022	342.20	4246-0446-5302-1950 Todd Adair	214412250 - Equipment Operation
U.S. Bank Corporate Payment	123546	20221021161404	11/28/2022	11/28/2022	29.66	4246-0470-0106-9233 Tammy Gallegos	104255615 - Contracts
U.S. Bank Corporate Payment	123546	20221021161404	11/28/2022	11/28/2022	182.74	4246-0470-0106-9233 Tammy Gallegos	104678328 - Meals - La Sal
U.S. Bank Corporate Payment	123546	20221021161404	11/28/2022	11/28/2022	303.36	4246-0470-0106-9233 Tammy Gallegos	104684220 - Public Notices
U.S. Bank Corporate Payment	123546	20221021161404	11/28/2022	11/28/2022	630.59	4246-0470-0106-9233 Tammy Gallegos	104255740 - Equipment Purchases
U.S. Bank Corporate Payment	123546	20221021161404	11/28/2022	11/28/2022	3,581.62	4246-0470-0106-9233 Tammy Gallegos	104686610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	123546	2022102406575	11/28/2022	11/28/2022	43.17	4246-0400-1740-8495 Marsha Shumway	104230350 - State Prisoner Expens
U.S. Bank Corporate Payment	123546	2022102406575	11/28/2022	11/28/2022	110.00	4246-0400-1740-8495 Marsha Shumway	104210210 - Subscriptions and Me
U.S. Bank Corporate Payment	123546	2022102406575	11/28/2022	11/28/2022	160.84	4246-0400-1740-8495 Marsha Shumway	104230480 - Kitchen Food
U.S. Bank Corporate Payment	123546	2022102406575	11/28/2022	11/28/2022	196.96	4246-0400-1740-8495 Marsha Shumway	104230610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	123546	2022102406575	11/28/2022	11/28/2022	357.18	4246-0400-1740-8495 Marsha Shumway	104210230 - Travel Expense
U.S. Bank Corporate Payment	123546	2022102406575	11/28/2022	11/28/2022	382.68	4246-0400-1740-8495 Marsha Shumway	104230230 - Travel Expense
U.S. Bank Corporate Payment	123546	2022102406581	11/28/2022	11/28/2022	150.75	4246-0470-0071-7485 Alan Freestone	104668620 - Miscellaneous Service
U.S. Bank Corporate Payment	123546	2022102406594	11/28/2022	11/28/2022	107.12	4246-0446-5323-3506 Cindi Holyoak	104144240 - Office Expense
U.S. Bank Corporate Payment	123546	2022102407001	11/28/2022	11/28/2022	-352.20	4246-0470-0107-1528 Allison Yamamoto-Spar	104193230 - Travel Expense
U.S. Bank Corporate Payment	123546	2022102407001	11/28/2022	11/28/2022	162.26	4246-0470-0107-1528 Allison Yamamoto-Spar	104193210 - Subscriptions and Me
U.S. Bank Corporate Payment	123546	2022102407001	11/28/2022	11/28/2022	1,103.47	4246-0470-0107-1528 Allison Yamamoto-Spar	104193230 - Travel Expense
U.S. Bank Corporate Payment	123546	2022102407004	11/28/2022	11/28/2022	72.43	4246-0470-0139-5331 Elaine Gizler	104192610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	123546	2022102407004	11/28/2022	11/28/2022	244.14	4246-0470-0139-5331 Elaine Gizler	104192330 - Employee Education
U.S. Bank Corporate Payment	123546	2022102407004	11/28/2022	11/28/2022	244.15	4246-0470-0139-5331 Elaine Gizler	104193230 - Travel Expense
U.S. Bank Corporate Payment	123546	2022102407010	11/28/2022	11/28/2022	110.00	4246-0470-0056-1370 Kent Cantrell	104147620 - Miscellaneous Service
U.S. Bank Corporate Payment	123546	20221025-11395	11/28/2022	11/28/2022	26.05	4246-0470-0080-1867 Monica Alvarado	104256250 - Equipment Operation
U.S. Bank Corporate Payment	123546	20221025-11395	11/28/2022	11/28/2022	31.51	4246-0470-0080-1867 Monica Alvarado	214414240 - Office Expense
U.S. Bank Corporate Payment	123546	20221025-11395	11/28/2022	11/28/2022	31.51	4246-0470-0080-1867 Monica Alvarado	214414240 - Office Expense
U.S. Bank Corporate Payment	123546	20221025-11395	11/28/2022	11/28/2022	45.26	4246-0470-0080-1867 Monica Alvarado	214414140 - Other Employee Benefi
U.S. Bank Corporate Payment	123546	20221025-11395	11/28/2022	11/28/2022	50.00	4246-0470-0080-1867 Monica Alvarado	214412210 - Subscriptions and Me
U.S. Bank Corporate Payment	123546	20221025-11395	11/28/2022	11/28/2022	118.40	4246-0470-0080-1867 Monica Alvarado	214412250 - Equipment Operation
U.S. Bank Corporate Payment	123546	20221025-11395	11/28/2022	11/28/2022	255.72	4246-0470-0080-1867 Monica Alvarado	214414240 - Office Expense
U.S. Bank Corporate Payment	123546	20221026112134	11/28/2022	11/28/2022	79.35	4246-0470-0150-2555 NICOLE PERKINS	724581240 - Office Expense
U.S. Bank Corporate Payment	123546	20221026112134	11/28/2022	11/28/2022	115.24	4246-0470-0150-2555 NICOLE PERKINS	724581620 - Special Programs
U.S. Bank Corporate Payment	123546	20221026112134	11/28/2022	11/28/2022	322.20	4246-0470-0150-2555 NICOLE PERKINS	724581920 - Grant Expenses
U.S. Bank Corporate Payment	123546	20221026112134	11/28/2022	11/28/2022	2,007.82	4246-0470-0150-2555 NICOLE PERKINS	724581480 - Collection Developmen
U.S. Bank Corporate Payment	123546	20221026112134	11/28/2022	11/28/2022	4,025.00	4246-0470-0150-2555 NICOLE PERKINS	724581240 - Office Expense
U.S. Bank Corporate Payment	123546	2022102816010	11/28/2022	11/28/2022	2,326.14	4246-0441-0129-6816 David Gallegos	104220615 - Contracts

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U.S. Bank Corporate Payment	123546	20221031110037	11/28/2022	11/28/2022	25.49	4246-0446-5595-5692 Lyman W Duncan	104142210 - Subscriptions and Me
U.S. Bank Corporate Payment	123546	20221031110133	11/28/2022	11/28/2022	380.68	4246-0446-5312-8805 Scott Burgess	264350230 - Travel Expense
U.S. Bank Corporate Payment	123546	20221031110133	11/28/2022	11/28/2022	1,113.64	4246-0446-5312-8805 Scott Burgess	264350330 - Employee Education
U.S. Bank Corporate Payment	123546	20221114144348	11/28/2022	11/28/2022	7.77	4246-0446-6210-7345 Samuel Long	104161240 - Office Expense
U.S. Bank Corporate Payment	123546	20221114144348	11/28/2022	11/28/2022	17.69	4246-0446-6210-7345 Samuel Long	104161240 - Office Expense
U.S. Bank Corporate Payment	123546	20221114144348	11/28/2022	11/28/2022	32.00	4246-0446-6210-7345 Samuel Long	104161480 - Special Department Su
U.S. Bank Corporate Payment	123546	20221114144348	11/28/2022	11/28/2022	37.61	4246-0446-6210-7345 Samuel Long	104166260 - Buildings and Grounds
U.S. Bank Corporate Payment	123546	20221114144348	11/28/2022	11/28/2022	176.76	4246-0446-6210-7345 Samuel Long	104161240 - Office Expense
U.S. Bank Corporate Payment	123546	20221114144348	11/28/2022	11/28/2022	197.95	4246-0446-6210-7345 Samuel Long	104166260 - Buildings and Grounds
U.S. Bank Corporate Payment	123546	20221114144348	11/28/2022	11/28/2022	199.98	4246-0446-6210-7345 Samuel Long	104161480 - Special Department Su
U.S. Bank Corporate Payment	123546	20221114144348	11/28/2022	11/28/2022	202.38	4246-0446-6210-7345 Samuel Long	104166260 - Buildings and Grounds
U.S. Bank Corporate Payment	123546	20221114144348	11/28/2022	11/28/2022	251.57	4246-0446-6210-7345 Samuel Long	104161230 - Travel Expense
U.S. Bank Corporate Payment	123546	20221114144348	11/28/2022	11/28/2022	2,561.39	4246-0446-6210-7345 Samuel Long	104166260 - Buildings and Grounds
U.S. Bank Corporate Payment	123546	20221114144532	11/28/2022	11/28/2022	29.92	4246-0446-6210-7352 Jed Tate	574424610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	123546	20221114144532	11/28/2022	11/28/2022	55.76	4246-0446-6210-7352 Jed Tate	574424610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	123546	20221114144532	11/28/2022	11/28/2022	57.51	4246-0446-6210-7352 Jed Tate	574424610 - Miscellaneous Supplie
U.S. Bank Corporate Payment	123546	20221114144532	11/28/2022	11/28/2022	69.03	4246-0446-6210-7352 Jed Tate	574424620 - Miscellaneous Service
U.S. Bank Corporate Payment	123546	20221114144532	11/28/2022	11/28/2022	92.00	4246-0446-6210-7352 Jed Tate	574424240 - Office Expense
U.S. Bank Corporate Payment	123546	20221114144532	11/28/2022	11/28/2022	1,239.40	4246-0446-6210-7352 Jed Tate	574424740 - Equipment Purchases
U.S. Bank Corporate Payment	123546	20221121153734	11/28/2022	11/28/2022	9.00	4246-0470-0152-5705 Mack McDonald	104145240 - Office Expense
U.S. Bank Corporate Payment	123546	20221121153734	11/28/2022	11/28/2022	108.55	4246-0470-0152-5705 Mack McDonald	104146240 - Office Expense
U.S. Bank Corporate Payment	123546	20221121153734	11/28/2022	11/28/2022	149.90	4246-0470-0152-5705 Mack McDonald	104151210 - Subscriptions and Me
U.S. Bank Corporate Payment	123546	20221121153734	11/28/2022	11/28/2022	703.90	4246-0470-0152-5705 Mack McDonald	104111230 - Travel Expense
U.S. Bank Corporate Payment	123546	23F08-M-10	11/28/2022	11/28/2022	309.57	4246-0470-0118-9890 - Jay Begay	104211610 - Miscellaneous Supplies
U.S. Bank Corporate Payment	123546	CC20221102115	11/28/2022	11/28/2022	14.53	4246-0446-5808-5489 TYLER KETRON	255281.280 - EED - Epidemiology T
U.S. Bank Corporate Payment	123546	CC20221102115	11/28/2022	11/28/2022	19.00	4246-0446-5808-5489 TYLER KETRON	255281.242 - EED - Epidemiology S
U.S. Bank Corporate Payment	123546	CC20221102115	11/28/2022	11/28/2022	50.00	4246-0446-5808-5489 TYLER KETRON	255013.241 - Vital Statistics Postag
U.S. Bank Corporate Payment	123546	CC20221102115	11/28/2022	11/28/2022	56.57	4246-0446-5808-5489 TYLER KETRON	255007.242 - Indirect Admin Softwar
U.S. Bank Corporate Payment	123546	CC20221102115	11/28/2022	11/28/2022	250.00	4246-0446-5808-5489 TYLER KETRON	255760.230 - Highway Safety Travel
U.S. Bank Corporate Payment	123546	CC20221102115	11/28/2022	11/28/2022	569.10	4246-0446-5808-5489 TYLER KETRON	255760.230 - Highway Safety Travel
U.S. Bank Corporate Payment	123546	CC20221102115	11/28/2022	11/28/2022	746.28	4246-0446-5808-5489 TYLER KETRON	255310.230 - PHEP Preparedness T
U.S. Bank Corporate Payment	123546	CC20221102120	11/28/2022	11/28/2022	47.69	4246-0470-0151-3156 Grant Sunada	255012.620 - Local General Health
U.S. Bank Corporate Payment	123546	CC20221102120	11/28/2022	11/28/2022	213.02	4246-0470-0151-3156 Grant Sunada	255081.230 - EPICC 1807 Travel ex
U.S. Bank Corporate Payment	123546	CC20221102120	11/28/2022	11/28/2022	373.14	4246-0470-0151-3156 Grant Sunada	255310.230 - PHEP Preparedness T
U.S. Bank Corporate Payment	123546	ITCC102022	11/28/2022	11/28/2022	5.99	4246-0470-0087-8873 Bruce Bushore	104151280 - Telephone
U.S. Bank Corporate Payment	123546	ITCC102022	11/28/2022	11/28/2022	110.00	4246-0470-0087-8873 Bruce Bushore	105430280 - Telephone
U.S. Bank Corporate Payment	123546	MR20221031	11/28/2022	11/28/2022	87.78	4246-0470-0113-7634 Mikaela Ramsay	724581250 - Computer Maintenanc
U.S. Bank Corporate Payment	123546	MR20221031	11/28/2022	11/28/2022	93.53	4246-0470-0113-7634 Mikaela Ramsay	724581240 - Office Expense
U.S. Bank Corporate Payment	123546	MR20221031	11/28/2022	11/28/2022	119.69	4246-0470-0113-7634 Mikaela Ramsay	724581920 - Grant Expenses
U.S. Bank Corporate Payment	123546	MR20221031	11/28/2022	11/28/2022	480.03	4246-0470-0113-7634 Mikaela Ramsay	724581480 - Collection Developmen
					\$28,863.12		
					\$28,863.12		
U.S. Bank Equipment Finance	123547	487057028	11/23/2022	11/28/2022	286.42	1080852	104150240 - Office Expense
					\$286.42		
Unified Fleet Services	123597	SANJUAN9122-	11/29/2022	11/29/2022	2,750.00	LEASE	104220615 - Contracts
Unified Fleet Services	123597	SANJUAN9122-	11/29/2022	11/29/2022	2,750.00	LEASE	104255615 - Contracts

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 11/19/2022 to 12/02/2022**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Unified Fleet Services	123597	SANJUAN9122-	11/29/2022	11/29/2022	5,500.00	LEASE	104682615 - Contracts
					\$11,000.00		
Unified Fleet Services	123598	SANJUAN9122	11/29/2022	11/29/2022	11,000.00	Lease Renewal - San Juan County Public Hea	251481000 - Prepaid Expense
					\$22,000.00		
Unique Creations	123548	1023	11/23/2022	11/28/2022	50.00	SJC Business Expo	104192920 - Grants
					\$50.00		
Utah Retirement Systems	123599	PR061222-3952	06/23/2022	11/29/2022	28.03	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	123599	PR061222-3952	06/23/2022	11/29/2022	726.62	State Retirement	102224000 - Retirement Payable
					\$754.65		
Utah Retirement Systems	EFT	PR111322-3952	11/18/2022	11/23/2022	100.00	Traditional IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR111322-3952	11/18/2022	11/23/2022	309.35	457 Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR111322-3952	11/18/2022	11/23/2022	382.71	401k Retirement - Post Retired	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR111322-3952	11/18/2022	11/23/2022	602.70	Roth IRA	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR111322-3952	11/18/2022	11/23/2022	1,292.76	Retirement Loan Repayment	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR111322-3952	11/18/2022	11/23/2022	5,088.63	401k Retirement	102224000 - Retirement Payable
Utah Retirement Systems	EFT	PR111322-3952	11/18/2022	11/23/2022	51,786.68	State Retirement	102224000 - Retirement Payable
					\$59,562.83		
					\$60,317.48		
Utah State Division of Finance	123549	20221115165102	11/23/2022	11/28/2022	8,077.91	Loan number B1917	254320820 - Payment
Utah State Division of Finance	123549	20221115165102	11/23/2022	11/28/2022	9,000.00	Loan number B1917	254320810 - Principal
					\$17,077.91		
					\$17,077.91		
Utah State Treasurer	123550	20221121153449	11/28/2022	11/28/2022	60.00	Surcharge,Fines,Wildlife Resou	103222000 - Marriage Licenses
Utah State Treasurer	123550	20221121153449	11/28/2022	11/28/2022	18,727.09	Surcharge,Fines,Wildlife Resou	103511000 - Justice Court Fines
					\$18,787.09		
					\$18,787.09		
Utah Valley Radiology	123600	20221128105811	11/29/2022	11/29/2022	135.00	UVRA118638 Corwyn Betsuie	104230312 - Medical Expenses
					\$135.00		
Utah.com	123551	INV00001784	11/28/2022	11/28/2022	8,750.00	SJC Economic Development	104193490 - Advertising and Promot
					\$8,750.00		
Verizon Wireless	123552	9919513309	11/23/2022	11/28/2022	42.15	642530092-00001	104145280 - Telephone
Verizon Wireless	123601	9919523788	11/29/2022	11/29/2022	52.93	742063425-00001 - Public Health	255008.280 - Indirect Nursing Telep
Verizon Wireless	123601	9919523788	11/29/2022	11/29/2022	52.93	742063425-00001 - Public Health	255010.280 - Indirect Health Insp Te
Verizon Wireless	123601	9919523788	11/29/2022	11/29/2022	52.93	742063425-00001 - Public Health	255193.280 - Home Visiting - PAT T
Verizon Wireless	123601	9919523788	11/29/2022	11/29/2022	52.93	742063425-00001 - Public Health	255281.280 - EED - Epidemiology T
Verizon Wireless	123601	9919523788	11/29/2022	11/29/2022	57.08	742063425-00001 - Public Health	255310.280 - PHEP Preparedness T
Verizon Wireless	123601	9919956229	11/29/2022	11/29/2022	76.64	365552000-00001	104684280 - Telephone
Verizon Wireless	123601	9919956229	11/29/2022	11/29/2022	217.99	365552000-00001	104672280 - Telephone

**San Juan County
Check Register
General Fund Checking - Zions 566101143 - 11/19/2022 to 12/02/2022**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
Verizon Wireless	123601	9920499066	11/29/2022	11/29/2022	332.98	265507612-00003	104151280 - Telephone
Verizon Wireless	123601	9920499074	11/29/2022	11/29/2022	76.20	265508079-00001	104255280 - Telephone
Verizon Wireless	123601	9920499078	11/29/2022	11/29/2022	145.87	265508664-00001	214414280 - Telephone
Verizon Wireless	123601	9920509436	11/29/2022	11/29/2022	100.21	365506834-00001	104225280 - Telephone
Verizon Wireless	123601	9920519729	11/29/2022	11/29/2022	8.14	465505932-00001	104255280 - Telephone
Verizon Wireless	123601	9920530088	11/29/2022	11/29/2022	23.71	565508016-00001	105430280 - Telephone
Verizon Wireless	123601	9920530088	11/29/2022	11/29/2022	52.93	565508016-00001	104256280 - Telephone
Verizon Wireless	123601	9920540316	11/29/2022	11/29/2022	8.14	665505466-00001	104255280 - Telephone
Verizon Wireless	123601	9920550430	11/29/2022	11/29/2022	52.93	765508819-00001	104675280 - Telephone
Verizon Wireless	123601	9920550430	11/29/2022	11/29/2022	105.86	765508819-00001	104684280 - Telephone
					<u>\$1,470.40</u>		
					\$1,512.55		
Walk-N-Roll	123553	1771	11/23/2022	11/28/2022	467.40	SJC Road	214412250 - Equipment Operation
					<u>\$467.40</u>		
Wheeler Machinery Company	123602	PS001416454	11/29/2022	11/29/2022	246.55	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	123602	PS001422144	11/29/2022	11/29/2022	338.22	SJC Road Dept	214412250 - Equipment Operation
Wheeler Machinery Company	123602	SS000409304	11/29/2022	11/29/2022	935.44	SJC Road Dept	214412250 - Equipment Operation
					<u>\$1,520.21</u>		
					\$1,520.21		
Yazzie, Tisheena	123603	TY112122	11/29/2022	11/29/2022	51.00	Travel Reimbursement	255281.230 - EED - Epidemiology T
					<u>\$51.00</u>		
Zones LLC	123554	B52857310101	11/23/2022	11/28/2022	4,070.00	SJC Sheriff	104210250 - Equipment Operation
					<u>\$4,070.00</u>		
					<u>\$413,437.71</u>		



COMMISSION STAFF REPORT

MEETING DATE:	December 6, 2022
ITEM TITLE, PRESENTER:	Approval of purchases in the amount of \$144,415.98, \$11,868.49 for oil, transmission fluid, and red dyed diesel fuel, for the Landfill. \$129,033.10 for two-way communication radios, for the Fire Department. \$3514.39 for various emergency supplies including blood typing products, mobile drug test kits, emergency blankets, and mobile microphones for the Sheriff's Department
RECOMMENDATION:	Approve

SUMMARY

\$11,868.49 – Landfill
 \$596.16 – 1 fifty-five gallon barrel of Hydraulic oil
 \$920.08 – 1 fifty-five gallon barrel of Automatic Transmission Fluid
 \$10,352.25 – 2500 Gallons of red dyed diesel fuel @ \$4.14 per gallon
 \$129,033.10 – Fire Department
 \$57,764.00 – 40 Portable radios with 136-870 MHZ antenna @ \$1,444.10 each
 \$71,269.10 – 35 Mobile radios with 700/800 LTE capacity @ \$2,036.26 each
 \$3,514.39 – Sheriff's Department
 \$508.53 – 3 Mobile Microphones with Bluetooth @ \$16.51 each
 \$89.70 – 6 twelve packs of Emergency Blankets @ \$14.95 each
 \$755.79 – 21 EMDMAK 3 day backpacks @ \$35.99 each
 \$499.80 – 20 Police Gear Rescue knives @ 24.99 each
 \$358.00 – 20 Road Hero Traffic Wands (2 pack) @ \$17.90 each
 \$45.98 – 2 Thirty packs of Evidence Markers @ 22.99 each
 \$137.44 – 16 blood Type patch kits @ \$8.59 each
 \$900.00 - 6 Make Ready Drug Test Kits @ \$150.00 each
 \$124.50 – 5 Mobile drug test kits @ \$24.90 each
 \$37.25 – shipping and handling

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

\$11,868.49 – from landfill budget
 \$102,104.97 – Wildland Fire Control and Fire Rescue Budget, \$26,928.13 – SHSP Grant
 \$3514.39 – JAG Grant for Sheriff's Department

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



Purchase From
 Reladyne
 1261 S Main
 Blanding Ut 84511
 435-459-3311
 Attention To :

State Contracted

Carl

Deliver To
 Landfill
 HWY 191 PO Box 5
 Blanding UT 84511
 435-678-3070

Attention To : Jed

Purchase Order
 P. O. No# 10
 Date 11/29/2022
 Your Ref#
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
Hyd 46 oil	55 gal Barrel hyd 46 oil	1	\$596.16	\$596.16
ATF fluid	55 gal Barrel ATF III oil	1	\$920.08	\$920.08
2500	Red Dyd Diesel	2500	\$4.14	\$10,352.25
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head: Jed Tate

County Admin: *Mack McDonald*

Sub Total	\$11,868.49
Tax	Exempt
Freight	
Invoice Total	\$11,868.49
Amount Paid	
Balance Due	\$11,868.49

Terms and Conditions:

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



Purchase From
L3Harris

State Contracted

Deliver To
David Gallegos
117 S Main Street
Monticello, Utah 84535
Phone: 435-587-3225
Attention To :

Purchase Order
P. O. No# UCA Radios 22
Date 10/24/2022
Your Ref# UCA Radios 22
Our Ref#
Credit Terms Cash

Attention To :

through UCA for the Discount

Product ID	Description	Quantity	Unit Price	Amount
Portable Radio	XL-200P with Flex Helical 136-870 MHZ Antenn	40	\$1,444.10	\$57,764.00
Mobile Radio	XL-200 with dual bands VHF 700/800 LTE capa	35	\$2,036.26	\$71,269.10
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:		Sub Total	\$129,033.10
Department Head: <u>David Gallegos</u>		Tax	Exempt
County Admin: <u><i>Mack McFarlane</i></u>		Freight	
		Invoice Total	\$129,033.10
		Amount Paid	
		Balance Due	\$129,033.10

Terms and Conditions:

\$102,104.97 Will come out of the Widland Fire Control and Fire Rescue Budget. \$26,928.13 will come from SHSP Gra

PURCHASE ORDER

San Juan County

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



Purchase From
Motorola Solutions
Luke Brotan

Deliver To
Avery Olsen
297 S Main St
Monticello, UT, 84535
(435)587-2237
Avery Olsen

Purchase Order
P. O. No#
Date 11/15/2022
Your Ref# 1917918
Our Ref#
Credit Terms

Product ID	Description	Quantity	Unit Price	Amount
PMMN4097C	Mobile Microphone w/Bluetooth	3	\$169.51	\$508.53
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Sub Total	\$ 508.53
Tax	Exempt
Freight	
Invoice Total	\$508.53
Amount Paid	
Balance Due	\$508.53

Approved:

Department Head: *[Signature]*

County Admin: *[Signature]*

Terms and Conditions:

Paid for by SAG Grant



DRAFT

QUOTE-1917918

Billing Address:
 SAN JUAN COUNTY SHERIFFS
 DEPT
 297 SOUTH MAIN
 MONTICELLO, UT 84535
 US

Quote Date:10/13/2022
 Expiration Date:01/11/2023
 Quote Created By:
 LUKE BROTAN
 LUKE.BROTAN@
 motorolasolutions.com

End Customer:
 SAN JUAN COUNTY SHERIFFS DEPT
 Avery Olsen
 aolsen@sanjuancounty.org
 435-419-0097

Contract: 18015 - STATE OF UTAH 800
 MHZ AR-3841

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	PMMN4097C	MOBILE MICROPHONE WITH BLUETOOTH GATEWAY	3	\$232.20	\$169.51	\$508.53
Subtotal						\$696.60
Total Discount Amount						\$188.07
Grand Total					\$508.53(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

PURCHASE ORDER

San Juan County

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



Purchase From AMAZON	Deliver To Avery Olsen 297 S Main St Monticello, UT, 84535 (435)587-2237 Avery Olsen	Purchase Order P. O. No# Date 11/15/2022 Your Ref# Our Ref# Credit Terms
--------------------------------	--	--

Product ID	Description	Quantity	Unit Price	Amount
	Emergency Bankets 12 count	6	\$14.95	\$89.70
	EMDMAK 3 day backpack	21	\$35.99	\$755.79
	LA Police Gear Rescue Knife straight blade/bl	10	\$24.99	\$249.90
	LA Police Gear Rescue Knife serrated/tan	10	\$24.99	\$249.90
	Road Hero Traffic wand 2 pack	20	\$17.90	\$358.00
	30 Pack Evidence Markers	2	\$22.99	\$45.98
	Blood Type O+	2	\$8.59	\$17.18
	Blood Type O-	2	\$8.59	\$17.18
	Blood Type B-	2	\$8.59	\$17.18
	Blood Tpye B+	2	\$8.59	\$17.18
	Blood Type AB-	2	\$8.59	\$17.18
	Blood Type AB+	2	\$8.59	\$17.18
	Blood Type A-	2	\$8.59	\$17.18
	Blood Type A+	2	\$8.59	\$17.18
Department Head: <i>[Signature]</i>			Freight	
County Admin: <i>[Signature]</i>			Invoice Total	\$1,889.51
			Amount Paid	
			Balance Due	\$1,889.51

Terms and Conditions:

Paid for by JAG Grant

Hello
Select your address All ▾

EN ▾ Hello, sign in
Account & Lists ▾ Returns
& Orders

85

All Best Sellers Amazon Basics Customer Service Prime ▾ Early Black Friday Deals

prime THURSDAY NIGHT FOOTBALL 48 : 00 : 26

Pay ~~\$1,910.55~~ \$1,900.55 for this order. Get a \$10 Amazon Gift Card instantly upon approval for the Amazon Store Card. [Learn more](#)

Shopping Cart

Your order qualifies for FREE Shipping. Choose this option at checkout. See details

Emergency Blanket (12-Pack) **\$14.95**
 ,Emergency Foil Blanket– Perfect for
 In Stock
 Eligible for FREE Shipping & FREE Returns
 This is a gift [Learn more](#)
 Qty: [Delete](#) [Save for later](#)
[Compare with similar items](#)

Subtotal (85 items): \$1,889.51
 This order contains a gift
[Proceed to checkout](#)

EMDMAK Military Tactical Backpack, **\$35.99**
 42L Large Military Pack Army 3 Day
 In Stock
 Eligible for FREE Shipping & FREE Returns
 This is a gift [Learn more](#)
 Color: Tan
 [Delete](#) [Save for later](#)
[Compare with similar items](#)

Your recently viewed items

1 **2** Crime Scene A-Frame Evidence Tents (3 Inch) **93**
\$46.00
[Add to Cart](#)

2 **1** **40** 42 Pieces Crime Scene Decorations Kit,... **1**
\$21.99
[Add to Cart](#)

Armor Forensics MRK-CSE Id Marker Carryin... **32**
\$50.31
 Only 1 left in stock - orde...
[Add to Cart](#)

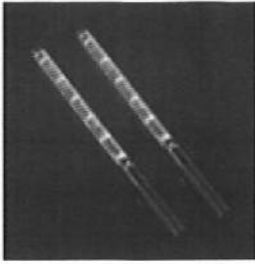
Evidence Markers Crime Scene Markers Tents Number ID Tents 1-2... **20**
\$39.99
 Only 8 left in stock - orde...
[Add to Cart](#)

LA Police Gear Rescue EDC Folding Survival Assisted Knife, Tactical **\$24.99**
 In Stock
 Eligible for FREE Shipping & FREE Returns
 This is a gift [Learn more](#)
 Color: Black Plain/Black Handle
 [Delete](#) [Save for later](#)
[Compare with similar items](#)

LA Police Gear Rescue EDC Folding Survival Assisted Knife, Tactical **\$24.99**
 Only 14 left in stock - order soon.
 Eligible for FREE Shipping & FREE Returns
 This is a gift [Learn more](#)
 Color: Black Serrated/Tan Handle
 [Delete](#) [Save for later](#)
[Compare with similar items](#)

\$17.90

Save 10%
Clip Coupon



RoadHero 2 Pack Traffic Wand, 21Inch Led Traffic Control Baton, Safety

In Stock
Eligible for FREE Shipping & FREE Returns
 This is a gift Learn more
Color: Red
Size: 2 Pack

Qty: 20 Delete Save for later

[Compare with similar items](#)



30 Pack Evidence Markers Crime Scene Markers Tents Evidence \$22.99

In Stock
Eligible for FREE Shipping & FREE Returns
 This is a gift Learn more

Qty: 2 Delete Save for later

[Compare with similar items](#)



Blood Type Patch Kit O Pos, Tactical Type O Positive 3D PVC Rubber \$9.99

In Stock
Eligible for FREE Shipping & FREE Returns
 This is a gift Learn more

Color: C
Qty: 2 Delete Save for later

[Compare with similar items](#)



D-FLIFE Blood Type Patch Kit 3D PVC A+ B+ AB+ O+ Positive A- B- AB- O- \$8.59

In Stock
Eligible for FREE Shipping & FREE Returns
 This is a gift Learn more

Color: O-
Qty: 2 Delete Save for later

[Compare with similar items](#)



D-FLIFE Blood Type Patch Kit 3D PVC A+ B+ AB+ O+ Positive A- B- AB- O- \$8.59

In Stock
Eligible for FREE Shipping & FREE Returns
 This is a gift Learn more

Color: B-
Qty: 2 Delete Save for later

[Compare with similar items](#)



D-FLIFE Blood Type Patch Kit 3D PVC A+ B+ AB+ O+ Positive A- B- AB- O- \$8.59

In Stock
Eligible for FREE Shipping & FREE Returns
 This is a gift Learn more

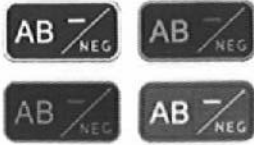
Color: B+
Qty: 2 Delete Save for later

[Compare with similar items](#)

\$8.59

D-FLIFE Blood Type Patch Kit 3D PVC

A+ B+ AB+ O+ Positive A- B- AB- O-



In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Color: AB-

Qty: 2

Delete

Save for later

[Compare with similar items](#)

D-FLIFE Blood Type Patch Kit 3D PVC

\$8.59

A+ B+ AB+ O+ Positive A- B- AB- O-



In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Color: AB+

Qty: 2

Delete

Save for later

[Compare with similar items](#)

D-FLIFE Blood Type Patch Kit 3D PVC

\$8.59

A+ B+ AB+ O+ Positive A- B- AB- O-



In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Color: A-

Qty: 2

Delete

Save for later

[Compare with similar items](#)

D-FLIFE Blood Type Patch Kit 3D PVC

\$8.59

A+ B+ AB+ O+ Positive A- B- AB- O-



In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Color: A+

Qty: 2

Delete

Save for later

[Compare with similar items](#)

Subtotal (85 items): \$1,889.51

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. [Learn more](#)
Do you have a gift card or promotional code? We'll ask you to enter your claim code when it's time to pay.

You might also like

PURCHASE ORDER

San Juan County

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





Purchase From DetectaChem, Inc. 120 Industrial Blvd. Sugar Land TX 77478 (855) 573-3537	Deliver To Avery Olsen 297 S Main St Monticello, UT, 84535 (435)587-2237 Avery Olsen	Purchase Order P. O. No# Date 11/15/2022 Your Ref# QUO04535 Our Ref# Credit Terms
--	--	---

Product ID	Description	Quantity	Unit Price	Amount
MRK-MDD-CFP-30	MAKE READY DRUG KIT	6	\$150.00	\$900.00
MDD-MDT-AQR-10	MULTI DRUG TEST 10 COUNT	5	\$0.00	\$0.00
MDD-MDME-AQR-10	METH/MDMA 10 COUNT	5	\$0.00	\$0.00
MDDTH-AQR-10	THC 10 COUNT	4	\$0.00	\$0.00
MDD-DCO-AQR-10	COCAINE 10 COUNT	1	\$0.00	\$0.00
MDD-DGS-AQR-10	GEN SCREEN 10 COUNT	3	\$0.00	\$0.00
MDD-DSO-AQR-10	SPECIAL OPIATES 10 COUNT	2	\$24.90	\$49.80
MDD-DMU-AQR-10	MUSHROOM 10 COUNT	2	\$24.90	\$49.80
MDD-DPC-AQR-10	PCP 10 COUNT	1	\$24.90	\$24.90
MDD-SFYL-AQR-10	FENTANYL 10 COUNT	5	\$34.90	\$174.50
S&H	SHIPPING AND HANDLING	1	\$37.25	\$37.25
UNOA 2022	10% DISCOUNT ADDED			\$0.00

Sub Total	\$1,116.35
Tax	Exempt
Freight	
Invoice Total	\$1,116.35
Amount Paid	
Balance Due	\$1,116.35

Approved:

Department Head: 

County Admin: 

Terms and Conditions:

Paid for by JAG Grant.

Quote Detail

DetectaChem, Inc.
 120 Industrial Blvd.
 Sugar Land TX 77478
 (855) 573-3537
 United States
 (855) 573-3537

Quote #: QU004535

Date: 9/12/2022

Expires: 11/11/2022

Sales Rep: EMP48 Kim Koyle

Terms: Net 30

Requested By: Avery Olsen

Lead Time: 1-2 days

Bill To:

San Juan County Sheriff's O...
 P.O. Box 788
 297 South Main Street
 Monticello UT 84535
 1 (435) 459-1815
 United States

Ship To:

San Juan County Sheriff's O...
 297 South Main Street
 Monticello UT 84535
 (435) 459-3312
 United States

Memo:

Domestic Wire Instructions

ABA Routing #: 113011258
 Receiving Bank: Zions Bancorporation, N.A. dba Amegy Bank
 Receiving Address: 1717 West Loop South, Houston Texas, 77027
 Beneficiary Name: DetectaChem Inc.
 120 Industrial Blvd., Sugar Land, TX 77478
 Beneficiary Account #: 5794216910

International Wire Instructions

ABA Routing #: 113011258
 SWIFT Code: ZFNBUS55
 Receiving Bank: Zions Bancorporation, N.A. dba Amegy Bank
 Receiving Address: 1717 West Loop South, Houston, TX 77027
 Beneficiary Name: DetectaChem Inc.
 120 Industrial Blvd., Sugar Land, TX 77478
 Beneficiary Account #: 5794216910

Item	Description	Un...	Ord Qty	Rate	Amount
MRK-MDD-CFP-30	Make Ready Drug Kit w/ Pouches - SKB, 30 Count Foam Insert, 30 Pouches (up to 3 different types 10 EA.)	EA	6	150.00	900.00
MDD-MDT-AQR-10	MobileDetect Pouch - Multi Drug Test w/QR & Color Chrt. (MDT) 10 cnt.	EA	5	0.00	0.00
MDD-DME-AQR-10	MobileDetect Pouch - METH/MDMA w/QR (DME) 10 cnt.	EA	5	0.00	0.00
MDD-DTH-AQR-10	MobileDetect Pouch - THC w/QR (DTH) 10 cnt.	EA	4	0.00	0.00
MDD-DCO-AQR-10	MobileDetect Pouch - Cocaine w/QR (DCO) 10 cnt.	EA	1	0.00	0.00
MDD-DGS-AQR-10	MobileDetect Pouch - Gen Screen/Opiates w/QR (DGS) 10 cnt.	EA	3	0.00	0.00
MDD-DSO-AQR-10	MobileDetect Pouch - Special Opiates w/QR (DSO) 10 cnt.	EA	2	24.90	49.80
MDD-DMU-AQR-10	MobileDetect Pouch - Mushroom w/QR (DMU) 10 cnt.	EA	2	24.90	49.80
MDD-DPC-AQR-10	MobileDetect Pouch - PCP w/QR (DPC) 10 cnt.	EA	1	24.90	24.90

Quote Detail

DetectaChem, Inc.
 120 Industrial Blvd.
 Sugar Land TX 77478
 (855) 573-3537
 United States
 (855) 573-3537

Quote #: QUO04535
Date: 9/12/2022

Item	Description	Un...	Ord Qty	Rate	Amount
MDD-SFYL-AQR-10	MobileDetect Strip - Fentanyl Drug Test 10 cnt (SFYL)	EA	5	34.90	174.50
Subtotal					1,199.00
10% Sales Discount	Discount - UNOA 2022			-10.00 %	-119.90
S&H - MD	Shipping & Handling charges do not include any international tariffs or taxes.	EA	1		37.25

Total **\$1,116.35**

Quote is valid for quantities stated or greater, and all line items listed. Any removal of line items or reduction in quantity will require a revised quote. Price given is in \$USD; shipping not included in total unless noted. Explosive detection products manufactured by DetectaChem are export controlled under EAR 1A004.D which regulates the export of trace explosive detection technology. Any re-export without a license from BIS is in strict violation of US law and the policy of DetectaChem. For guidelines visit: <http://www.bis.doc.gov/>



State of Utah Commission on Criminal and Juvenile Justice

Spencer J. Cox
Governor
Deidre Henderson
Lieutenant Governor

Tom Ross
Executive Director

Utah State Capitol Complex, Senate Building, Suite 330 • Salt Lake City, Utah 84114
801-538-1031 • Fax: 801-538-1024 • www.justice.utah.gov

October 1, 2022

Deputy Avery Olsen
San Juan Co. Sheriff's Office

Dear Deputy Olsen,

It is my privilege to inform you that the Utah Commission on Criminal and Juvenile Justice (CCJJ) has approved an award from the *Justice Assistance Grant Program (JAG)* in the amount of **\$3,500.00**. Please use the assigned grant number, **21A169** in all correspondence regarding this project. The award period is from **October 1, 2022 through March 31, 2023**.

By accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, and resolution of all audit findings. Should your organization not adhere to the terms and conditions of this award, it is subject to termination for cause or other administrative action as appropriate. For these reasons, I encourage you to read the Certified Assurances and Grant Conditions, as they summarize important grant management issues.

All CCJJ grants are based on the reimbursement of actual costs. No funding will be provided up-front. Also, do not begin spending funds prior to the start date of your award or on any item not approved in your grant budget or an approved grant adjustment.

Please note that Narrative Progress Reports, Financial Status Reports (FSR), and Program Income Reports (where applicable) are due quarterly. Instruction and general reporting information will be provided each quarter.

Note that all project-related materials and accounting records must be maintained for a period of eight years from the date of your last financial status report, unless an audit has been initiated or unresolved audit findings remain. All records must be maintained until the audit findings are resolved.

If you have any questions regarding this award, please contact Richard Ziebarth at (801) 538-1812 or e-mail rzebarth@utah.gov. We look forward to working with you in the months ahead.

Sincerely,

Tom Ross
CCJJ Executive Director

State of Utah



UTAH COMMISSION ON CRIMINAL & JUVENILE JUSTICE



Utah State Capitol Complex
East Office Building, Suite E330
Salt Lake City, Utah 84114-2330
Ph: (801) 538-1031
Fax: (801) 538-1024

JAG - Local Law Enforcement Block Grant (JAG - LLEBG) CCJJ Grant # 21A169

1. Your Agency Name and Address:
San Juan County Sheriff's Office
297 South Main Street
Monticello, UT 84535

2. Agency Contact (Grant Project Director): Deputy Avery Olsen

3. Phone Number: (435) 587-2237

4. E-mail Address: aolsen@sanjuancounty.org

5. Grant Start Date and End Date: October 1, 2022 through March 31, 2023

6. Federal Tax Identification Number (87-?????): 87-6000305

7. Provide your Agency UEI - (Unique Entity Identifier) # here: WCVABP2FEVA2

UEI - (Unique Entity Identifier): USDOJ no longer uses or accepts DUNS #. Instead you will have to provide a UEI # here. The new UEI is now the primary means of identifying entities registered for federal awards in the System for Award Management (SAM): <https://sam.gov/content/home>
If your entity is already registered in SAM then it has been assigned a UEI. To view your UEI, the Federal Service Desk has posted instructions here: https://www.fsd.gov/gsa/sd_sp?id=kb_article_view&sysparm_article=XB0041254&sys_kb_id=a05adbbae1b59f8982fe5ed7ae54bcbba&spa=1

EXAMPLE: Your new UEI # will look something like this - M92KXK792LL3
EXAMPLE: Your old DUNS looked like this - 607105301 (do not use your DUNS here)

8. INDIRECT COSTS - More information on indirect costs can be found page 10 (condition # 23) of this application.
Please CHECK only ONE: 1) NO, We waive indirect costs; 2) YES, MTDC Rate (___ %); 3) YES, Request 10% minimum

9. Application Budget Summary:

Equipment, Supplies and Operating (ESO):	\$3,500.00
Travel and Training:	\$0
Indirect Costs	\$0
Total Grant Funds:	\$3,500.00

Signature in line 11 indicates acceptance of the application narrative, budget, certified assurances and grant conditions.

10. *Print Name and Title of Official Authorized to Sign
Bruce Adams

11. *Signature of Official Authorized to Sign (Official authorized to sign includes: City/County Mayor, Manager or Commissioner.)
Bruce Adams

For CCJJ use ONLY

Tom Ross,
Executive Director of CCJJ

Tom Ross

Please respond to sections A - B.

A - Equipment, Supplies and Operating (ESO) - If you are requesting grant funding in the ESO budget category then please itemize your purchases to include cost and quantity (*FYI. ESO purchases must follow the regular procurement policies of your agency or the State of Utah if your agency has no procurement policies*).

Evidence scale tents 2 sets, \$139.98
Rescue Knife 20 total, \$599.80
Traffic Batton 20 total, \$480.00
Blood Type Patch 20 total, \$139.80
Shipping, \$166.56
Total \$1,526.14

Fentanyl Test stip box 5 total, \$174.50
Multi drug Test box 5 total, \$174.50
Meth/MDMA Test box 5 total, \$124.50
THC Test box 4 total, \$99.60
Cocaine Test box 1, \$24.90
General Screen Test box 3 total, \$74.70
Special Opiates Test box 2 total, \$49.80
Mushrooms Test box 2 total, \$49.80
PCP Test box 2 total, \$49.80
MultiDetect Drug Field Kit 6, \$1,110.00
Shipping \$50.00
Total \$1,958.40

A - Total Grant Funds Requested for Equipment, Supplies and Operating (ESO) = \$3,500.00

B - Travel/Training - If you are requesting grant funding in the Travel/Training budget category then describe the Travel/Training costs you will pay for with JAG funds. Include your travel destination, travel purpose, cost of lodging, per diem, ground transport, airfare, etc. (*FYI. Travel costs must follow state of Utah travel rates unless your agency travel rates are more restrictive. See State of Utah Travel Rates: <https://fleet.utah.gov/state-travel-a/in-state-per-diem-rates-1/>*)

B - Total Grant Funds Requested for Travel/Training = \$0

Total Grant Funds Requested (A + B) = \$3,500.00



COMMISSION STAFF REPORT

MEETING DATE: December 6, 2022

ITEM TITLE, PRESENTER: Approval 2022 General Election Day Staff Agreements

RECOMMENDATION: Approve

SUMMARY

\$980.00 for required election day coverage at all polling locations.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

**Independent Contractor Agreement
between
San Juan County, Utah
and
Megan Gallegos**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and (hereinafter "Contractor"). This contract will become effective on the date of the final party's signature. This contract will terminate on November 10, 2022

ARTICLE 2: SERVICES AND COMPENSATION

- 2.01. Contractor agrees to provide services as a Poll Worker for San Juan County. Poll Worker duties include greeting and processing voters, explaining how to mark a ballot, and use of the election equipment.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to provide assignments to perform services as a Poll Worker.
- 2.03. This Contract is for an independent contractor and not for employment. Any disability, unemployment, worker's compensation, and other insurance for Contractor are provided at the Contractor's expense.
- 2.04. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor's failure to comply with this provision.
- 2.05. In exchange for the above services and upon the Contractor's completion of duties under this contract, San Juan County will pay the Contractor \$300 for coverage of Election Day November 8, 2022 with a minimum of 15 hours and a maximum of 17 hours.
- 2.06. The Contractor will abide by all terms and conditions required of Poll Workers as stated in the "Election Worker Practices and Oath" which will be signed and agreed to by the Contractor prior to the Contractor engaging in Poll Worker duties. Any refusal to abide by the Election Worker Practices or Oath or refusal or failure to sign the Election Worker Practices and Oath will void this Contract. A copy of the Election Worker Practices and Oath is attached to this Contract.

ARTICLE 3: TRAVEL

3.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses. Those expenses have already been calculated into the contract and the Contractor will be responsible for those expenses. The County will reimburse for mileage at .55 cents per mile.

ARTICLE 4: REVOCATIONS

4.01. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective 30 days after the County has notified the Contractor the public budgeting process has insufficiently funded the San Juan County Clerk's Office for this contract.

4.02. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.03. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.04 Any violation of Utah Election law or the Election Worker Practices and Oath will result in immediate termination of this Contract, effective the date the violation is discovered by San Juan County whether or not notice is provided to the Contractor.

4.05. San Juan County may terminate this contract, which termination will be effective at the time San Juan County has provided notice either by mail or by email to the address provided by the Contractor for official communication, if:

1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.

ARTICLE 5: GENERAL PROVISIONS

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

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

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

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

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this _____ day of November, 2022

Contractor

San Juan County

Megan Gallegos

Willie Grayeyes, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor

**Independent Contractor Agreement
between
San Juan County, Utah
and
Clayton Black**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and (hereinafter "Contractor"). This contract will become effective on the date of the final party's signature. This contract will terminate on November 10, 2022

ARTICLE 2: SERVICES AND COMPENSATION

- 2.01. Contractor agrees to provide services as a Poll Worker for San Juan County. Poll Worker duties include greeting and processing voters, explaining how to mark a ballot, and use of the election equipment.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to provide assignments to perform services as a Poll Worker.
- 2.03. This Contract is for an independent contractor and not for employment. Any disability, unemployment, worker's compensation, and other insurance for Contractor are provided at the Contractor's expense.
- 2.04. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor's failure to comply with this provision.
- 2.05. In exchange for the above services and upon the Contractor's completion of duties under this contract, San Juan County will pay the Contractor \$250 for coverage of Election Day November 8, 2022 with a minimum of 14 hours and a maximum of 18 hours. Contractor will also receive \$.55 cents per mile as directed by the San Juan County Clerk.
- 2.06. The Contractor will abide by all terms and conditions required of Poll Workers as stated in the "Election Worker Practices and Oath" which will be signed and agreed to by the Contractor prior to the Contractor engaging in Poll Worker duties. Any refusal to abide by the Election Worker Practices or Oath or refusal or failure to sign the Election Worker Practices and Oath will void this Contract. A copy of the Election Worker Practices and Oath is attached to this Contract.

ARTICLE 3: TRAVEL

3.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses. Those expenses have already been calculated into the contract and the Contractor will be responsible for those expenses. The County will reimburse for mileage at .55 cents per mile.

ARTICLE 4: REVOCATIONS

4.01. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective 30 days after the County has notified the Contractor the public budgeting process has insufficiently funded the San Juan County Clerk's Office for this contract.

4.02. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.03. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.04 Any violation of Utah Election law or the Election Worker Practices and Oath will result in immediate termination of this Contract, effective the date the violation is discovered by San Juan County whether or not notice is provided to the Contractor.

4.05. San Juan County may terminate this contract, which termination will be effective at the time San Juan County has provided notice either by mail or by email to the address provided by the Contractor for official communication, if:

1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.

ARTICLE 5: GENERAL PROVISIONS

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

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

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

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

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this _____ day of November, 2022

Contractor

San Juan County

Clayton Black

Willie Grayeyes, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor

**Independent Contractor Agreement
between
San Juan County, Utah
and
Debra McKee**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Debra McKee (hereinafter "Contractor"). This contract will become effective on the date of the final party's signature. This contract will terminate on November 10, 2022

ARTICLE 2: SERVICES AND COMPENSATION

- 2.01. Contractor agrees to provide services as a Poll Worker for San Juan County. Poll Worker duties include greeting and processing voters, explaining how to mark a ballot, and use of the election equipment.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to provide assignments to perform services as a Poll Worker.
- 2.03. This Contract is for an independent contractor and not for employment. Any disability, unemployment, worker's compensation, and other insurance for Contractor are provided at the Contractor's expense.
- 2.04. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor's failure to comply with this provision.
- 2.05. In exchange for the above services and upon the Contractor's completion of duties under this contract, San Juan County will pay the Contractor \$200 for coverage of Election Day November 8, 2022 with a minimum of 13 hours and a maximum of 15 hours. Contractor will also receive \$11 per hour for training as directed by the San Juan County Clerk.
- 2.06. The Contractor will abide by all terms and conditions required of Poll Workers as stated in the "Election Worker Practices and Oath" which will be signed and agreed to by the Contractor prior to the Contractor engaging in Poll Worker duties. Any refusal to abide by the Election Worker Practices or Oath or refusal or failure to sign the Election Worker Practices and Oath will void this Contract. A copy of the Election Worker Practices and Oath is attached to this Contract.

ARTICLE 3: TRAVEL

3.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses. Those expenses have already been calculated into the contract and the Contractor will be responsible for those expenses. The County will not reimburse for mileage.

ARTICLE 4: REVOCATIONS

4.01. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective 30 days after the County has notified the Contractor the public budgeting process has insufficiently funded the San Juan County Clerk's Office for this contract.

4.02. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.03. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.04 Any violation of Utah Election law or the Election Worker Practices and Oath will result in immediate termination of this Contract, effective the date the violation is discovered by San Juan County whether or not notice is provided to the Contractor.

4.05. San Juan County may terminate this contract, which termination will be effective at the time San Juan County has provided notice either by mail or by email to the address provided by the Contractor for official communication, if:

1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.

ARTICLE 5: GENERAL PROVISIONS

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

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

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

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

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this _____ day of November, 2022

Contractor

San Juan County

Debra McKee

Willie Grayeyes, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor

**Independent Contractor Agreement
between
San Juan County, Utah
and
Boston Freestone**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and (hereinafter "Contractor"). This contract will become effective on the date of the final party's signature. This contract will terminate on November 10, 2022

ARTICLE 2: SERVICES AND COMPENSATION

- 2.01. Contractor agrees to provide services as a Poll Worker for San Juan County. Poll Worker duties include greeting and processing voters, explaining how to mark a ballot, and use of the election equipment.
- 2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to provide assignments to perform services as a Poll Worker.
- 2.03. This Contract is for an independent contractor and not for employment. Any disability, unemployment, worker's compensation, and other insurance for Contractor are provided at the Contractor's expense.
- 2.04. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor's failure to comply with this provision.
- 2.05. In exchange for the above services and upon the Contractor's completion of duties under this contract, San Juan County will pay the Contractor \$230 for coverage of Election Day November 8, 2022 with a minimum of 16 hours and a maximum of 18 hours. Contractor will also receive \$10 per hour for training and other election services as directed by the San Juan County Clerk.
- 2.06. The Contractor will abide by all terms and conditions required of Poll Workers as stated in the "Election Worker Practices and Oath" which will be signed and agreed to by the Contractor prior to the Contractor engaging in Poll Worker duties. Any refusal to abide by the Election Worker Practices or Oath or refusal or failure to sign the Election Worker Practices and Oath will void this Contract. A copy of the Election Worker Practices and Oath is attached to this Contract.

ARTICLE 3: TRAVEL

3.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses. Those expenses have already been calculated into the contract and the Contractor will be responsible for those expenses. The County will not reimburse for mileage.

ARTICLE 4: REVOCATIONS

4.01. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective 30 days after the County has notified the Contractor the public budgeting process has insufficiently funded the San Juan County Clerk's Office for this contract.

4.02. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.03. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County has provided written notice to the Contractor, either by mail or by email to the address provided by the Contractor for official communication,

4.04 Any violation of Utah Election law or the Election Worker Practices and Oath will result in immediate termination of this Contract, effective the date the violation is discovered by San Juan County whether or not notice is provided to the Contractor.

4.05. San Juan County may terminate this contract, which termination will be effective at the time San Juan County has provided notice either by mail or by email to the address provided by the Contractor for official communication, if:

1. The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
2. The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.

ARTICLE 5: GENERAL PROVISIONS

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

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

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

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

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this _____ day of November, 2022

Contractor

San Juan County

Boston Freestone

Willie Grayeyes, Chairman
San Juan County Commissioners

Attested by:

Lyman Duncan, County Clerk/Auditor



COMMISSION STAFF REPORT

MEETING DATE: December 6, 2022

ITEM TITLE, PRESENTER: Approval of Off-Premise Beer License Local Consent for Glamping Canyonlands

RECOMMENDATION: Approve

SUMMARY

Local Business licensing authority provides written consent to the alcoholic beverage control commission to issue an off-premise beer license for a person to purchase, store, sell or offer for sale beer for consumption off the premises of the applicant.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

OFF-PREMISE BEER LICENSE Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an off-premise beer license for a person to purchase, store, sell, or offer for sale beer for consumption off the premises of the applicant.

AUTHORITY: Utah Code 32B-5-201, 203, 205, and 32B-7

San Juan County, City Town x County
Local business license authority

hereby grants its consent to the issuance of an off-premise beer license to:

Business Name (DBA): Glamping Canyonlands

Entity Name (or owner's name if sole proprietor): Erik Joot and Keshia Joot

Location Address: 66 West UT-211 Monticello, UT 84535



Authorized Signature

Keshia Joot

11/30/22

Name/Title Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.
The local consent must be submitted to the DABC by the applicant as part of a complete application.



COMMISSION STAFF REPORT

MEETING DATE: December 6, 2022

ITEM TITLE, PRESENTER: Approval of Public Health Crisis Response Workforce Supplemental Grant Contract for SFY 2022 – San Juan County Amendment 1 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

This Public Health Crisis Response Workforce Supplemental Grant (09/01/2021 through 06/30/2023) is available to build capacity to address local public health needs deriving from COVID-19. This can include but not be limited to overtime costs related to responding to COVID-19 and recruiting, hiring, and training personnel. These positions can include senior leadership, entry-level, interns, etc. and fulfill roles such as epidemiologist, evaluator, clinical staff, mental or behavioral health specialists, grant managers, human resources. Location can include the public health department, schools, non-profit private or community-based organizations, especially in medically underserved areas.

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

HISTORY/PAST ACTION

Commission approval of previous amendments.

FISCAL IMPACT

The contract amount is being changed. The original amount was \$159,977. The funding amount will be increased by \$32,671 in federally reimbursable funds. New total funding is \$192,648. This does not require a county match.



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

2229214
Department Log Number

222700714
State Contract Number

1. **CONTRACT NAME:** The name of this contract is Public Health Crisis Response Workforce Supplemental SFY 2022 – San Juan County Amendment 1.
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:** Attachment A, effective 11/17/22, is replacing Attachment A, which was effective 9/1/2021. The contract amount is being changed. The original amount was \$159,977. The funding amount will be increased by \$32,671 in federal funds. New total funding is \$192,648.
4. **CHANGES TO CONTRACT:**
 1. The contract amount is being changed. The original amount was \$159,977. The funding amount will be increased by \$32,671 in federal funds. New total funding is \$192,648.
 2. Attachment A, effective 11/17/22, is replacing Attachment A, which was effective 9/1/2021.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	Centers for Disease Control and Prevention	Award Number:	6 NU90TP922163-01-01
Name of Federal Awarding Agency:	Department of Health and Human Services	Federal Award Identification Number:	NU90TP922163
Assistance Listing:	PUBLIC HEALTH EMERGENCY RESPONSE: COOPERATIVE AGREEMENT FOR	Federal Award Date:	5/19/2021

	EMERGENCY		
Assistance Listing Number:	93.354	Funding Amount:	\$32671.

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 11/17/2022

- 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.

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

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

- I. Definitions
 - A. "CDC" means the Centers for Disease Control and Prevention.
 - B. "CWF" means Crisis Workforce Supplemental Funding Cooperative Agreement.
 - C. "DEI" means diversity, equity, and inclusion.
 - D. "Department" means the Utah Department of Health, Bureau of Emergency Medical Services and Preparedness.
 - E. "FTE" Full Time equivalent.
 - F. "General Provisions" means the agreement between the parties titled "General Provisions and Business Associate Agreement" effective July 1, 2019 through June 30, 2024.
 - G. "STLT" means State, Tribal, Local, and Territorial (STLT) governments.
 - H. "Subrecipient" means Local Healthcare Department.

- II. Purpose
 - A. The purpose of this agreement is to recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs, including hiring personnel to build capacity to address STLT public health priorities deriving from COVID-19, which supports Department efforts to enhance Utah's public health workforce through the CDC Crisis COVID-19 Public Health Workforce Supplemental located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.

- III. Department Contact Information
 - A. Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:

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

For financial or budget assistance, contact:
Jerry Edwards, Financial Manager
Office of Fiscal Operations, Utah Department of Health
(801) 538-6647

- IV. Payments
 - A. Subrecipient shall submit a final Monthly Expenditure Report, as required by the General Provisions, and for the final funding transfer (no later than July 5, 2023).
 - B. Department agrees to reimburse Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the program, as defined in the General Provisions.
 - C. Reimbursement requests from Subrecipient can be backdated from the federal funded date of September 1, 2021.

- V. COVID-19 Funding
 - A. This funding is approved for COVID-19 Public Health Workforce activities, as described in the supplemental funding guidance, located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.

VI. Budget and Reporting

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

VII. Department Responsibilities

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

VIII. Coronavirus Disease 2019 (COVID-19) Funds

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

3. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.
- B. Department and Subrecipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf.
 - C. Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the Department and Subrecipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
 - D. This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, Department is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.
- IX. Allowable Costs
- A. This list is not exhaustive; CDC encourages individual jurisdictional and local needs to be met, as applicable.
 1. Overtime costs are a very likely and reasonable expense during the response to COVID-19, subrecipient may include projected overtime in their budgets.
 - a) Subrecipient should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.
 2. Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but is not limited to:
 - a) Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period)
 - b) Temporary or term-limited staff
 - c) Fellows
 - d) Interns
 - e) Contractors or contracted employee
 3. The costs, including wages and benefits, related to recruiting, hiring, and training of individuals to serve as:
 - a) Professional or clinical staff, including public health physicians and nurses (other than school-based staff); mental or behavioral health specialists to support workforce and community resilience; social service specialists; vaccinators; or laboratory scientists or technicians;
 - b) Disease investigation staff, including epidemiologists; case investigators; contact tracers; or disease intervention specialists;
 - c) School nurses and school-based health services personnel, including hiring school-based nurses, converting current nurses from part-time to full-time work, increasing hours, increasing nursing salaries or otherwise supporting retention efforts;
 - d) Program staff, including program managers; communications and policy staff; logisticians; planning and exercise specialists; program evaluators; pandemic preparedness and response coordinators to support the current pandemic response and identify lessons learned to help prepare for possible future disease outbreaks; health equity officers or teams;

data managers, including informaticians, data scientists, or data entry personnel; translation services; trainers or health educators; or other community health workers;

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

X. Allowable Activities

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

mean hiring a consultant or purchasing a decision-support tool to help you review your strategic vision for the future.

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

XI. Unallowable Costs

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

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

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

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

AND

U.S. Department of Health and Human Services
 Office of the Inspector General
 ATTN: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Avenue, SW
 Cohen Building, Room 5527

Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

GBS MASTER SERVICES AGREEMENT

This Agreement (“Agreement”) is effective as of January 1, 2023 (“Effective Date”) by and between GBS Benefits, Inc. (together with its affiliates “GBS”), located at 2200 South Main Street, Suite 600, Salt Lake City, UT, 84118, and CLIENT, San Juan County, located at 117 South Main, Monticello, UT 84535 (“CLIENT”). (CLIENT and GBS are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party.”)

WHEREAS, GBS is the agent of record for CLIENT’s health insurance, and CLIENT desires to retain GBS to perform additional services identified in this Agreement and any corresponding statement of work (“SOW”), and GBS understands that it is intended that this Agreement will apply to all work or services to be performed by GBS unless otherwise agreed upon between the Parties in writing;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

ARTICLE 1. SERVICES AND SCOPE OF AGREEMENT.

A. CLIENT desires to obtain from GBS, and GBS desires to provide to CLIENT, certain services and deliverables hereinafter defined (collectively “Services”) described in any attached SOW. Each SOW attached is incorporated by reference. In the event GBS agrees to perform multiple services for CLIENT, a new SOW will be created for each service for which GBS is retained.

B. At any time during the term of this Agreement, either Party may request modifications to the Services identified in an SOW. As soon as practicable following such request, the Parties will discuss the feasibility of the requested modifications and the impact on the time schedules and costs specified in the SOW. No change in the SOW shall be made unless agreed to in writing by both parties, and absent such written agreement, both parties will remain bound by the original terms. No modification or amendment to this Agreement or any SOW can alter the provisions of this Agreement regarding the ownership of intellectual property unless signed by an officer of each party.

ARTICLE 2. COMPENSATION.

A. CLIENT will pay GBS for satisfactory performance of the Services based on the agreed pricing schedule as described in the SOW for the Services. For the purpose of this Agreement, GBS fees from CLIENT for the Services (“**GBS Fees**”) may be earned by GBS by providing the Services, completed and expensed as described in Article 3.

B. A SOW includes all applicable GBS Fees that shall be paid by CLIENT and is firm and fixed and at no time will GBS charge higher or additional GBS Fees. GBS Fees are inclusive of any and all government fees and or applicable taxes. In no event will CLIENT be obligated to make payment for any Services performed by GBS which are outside the scope of a SOW, or for: 1) any Services which GBS agreed to perform but did not complete, or 2) any Services performed by GBS after the termination or expiration of this Agreement

C. Unless otherwise stated in a SOW, during the term of this Agreement, GBS will submit to CLIENT one (1) invoice per month listing the GBS Fees earned for Services delivered in the previous month. All invoices will be sent via electronic mail to the CLIENT, and will be accompanied by appropriate supporting documentation, evidencing the work completed by GBS during the calendar month for which GBS seeks payment. CLIENT will review each invoice and its supporting documentation and, unless disputed by CLIENT, pay the amount set forth in each such invoice within fifteen (15) days after CLIENT’s receipt of the invoice. GBS acknowledges and agrees that CLIENT is not responsible for payment delays associated with invoices that violate this Agreement. Billing disputes

will not be a cause of non-performance under this Agreement or applicable SOW.

D. GBS agrees that the payments described above are full and complete compensation expected from CLIENT for all Services performed under this Agreement. For disclosure of compensation GBS receives from other entities (including other service providers) as a result of the service GBS provides CLIENT, see the ERISA 408(B)(2) Disclosure.

ARTICLE 3. EXPENSES.

GBS will be solely responsible for any and all expenses it incurs in association with the performance of the Services, unless otherwise expressly provided for in the applicable SOW(s). Upon request of CLIENT, GBS shall provide supporting documentation for all expenses specifically allowed to be reimbursed by CLIENT under the applicable SOW(s).

ARTICLE 4. TERM AND TERMINATION.

A. The term of this Agreement (“Term”) will begin on the Effective Date and will continue until January 1, 2024. CLIENT will have (4) one-year renewal options, ending January 1, 2028.

B. CLIENT may terminate this Agreement immediately, in whole or in part, upon written notice to GBS without cause or reason and without any further liability, obligation or responsibility hereunder to GBS or any third party under this Agreement. However, CLIENT will be responsible for expenses incurred prior to termination within the terms and conditions provided for herein, or fees ultimately payable with respect to Services rendered prior to termination. Payment to GBS for the Services shall be in accordance with the terms set forth in a SOW.

C. GBS may terminate this Agreement immediately, in whole or in part, upon written notice to CLIENT without cause or reason and without any further liability, obligation or responsibility hereunder to CLIENT or any third party under this Agreement. However, GBS will be responsible to complete the work defined in a SOW that was delivered and accepted prior to the notice of termination, subject to CLIENT’s obligation to pay for Services rendered under such a SOW.

D. Upon termination or expiration of this Agreement or the Services hereunder, or at any other time at CLIENT’s request, GBS will immediately deliver to CLIENT all property belonging to CLIENT, any property or work in progress developed in connection with this Agreement, and all materials containing or constituting Confidential Information, including any copies, whether prepared by GBS or others.

ARTICLE 5. PLACE OF PERFORMANCE.

GBS will work primarily from its own office facilities, at CLIENT’s office location, or a mutually approved location solely for use in performance of Services hereunder. The location shall be specified in the SOW.

ARTICLE 6. CONFIDENTIAL INFORMATION.

GBS acknowledges that in the course of performing Services, GBS will have access to and become familiar with various trade secrets and confidential information of CLIENT, and/or third parties who have provided such information to CLIENT, including, but not limited to, software, customer contracts, customer lists, customer prospect lists, invoices, customer requirements, sales procedures, research data, design data, marketing and pricing information and data, marketing plans, financial information of

CLIENT and/or its customers, and other technical, marketing and/or business information and personal data relating to individuals (collectively, “**Confidential Information**”). GBS acknowledges that this Confidential Information gives CLIENT a competitive advantage in the industry. GBS agrees to not use in any way or disclose to any person or entity any such Confidential Information, either directly or indirectly, either during the term of this Agreement or at any time thereafter, except as required in the course of performing Services under this Agreement. GBS will further take reasonable precautions and act in such a manner as to ensure against unauthorized disclosure or use of the Confidential Information, using at least the standard of care GBS uses to protect its own confidential information. Upon termination or expiration of this Agreement, or earlier if requested by CLIENT, GBS will deliver all such Confidential Information and any copies of the same to CLIENT. GBS acknowledges and agrees that CLIENT would suffer irreparable harm in the event the Confidential Information or any portion thereof was disclosed, copied or used in any manner except as provided in this Agreement. Accordingly, and notwithstanding Article 13, Section G (Governing Law/Jurisdiction and Venue), in the event of a breach or threatened breach of the provisions of this Article 6, GBS agrees that CLIENT will be entitled to pursue any and all remedies at law or in equity, including, but not limited to, a temporary restraining order or preliminary or permanent injunction, or the equivalent of the same, without requirement of a bond, to prevent disclosure, copying and/or use of the Confidential Information.

ARTICLE 7. CLIENT’S OBLIGATION TO PROVIDE INFORMATION.

In order for GBS to execute its functions under a SOW, CLIENT agrees it is responsible to deliver to GBS accurate and complete information as described and defined in the applicable SOW. CLIENT acknowledges and agrees that failure of CLIENT to promptly supply the complete and accurate information described above or otherwise reasonably requested by GBS, will absolutely preclude GBS from fully and promptly performing its obligations under the applicable SOW, and GBS will not be liable for consequences, direct or indirect, in connection with the failure to timely supply complete and/or accurate information. CLIENT shall always have, during the term of this Agreement, the sole authority and responsibility for its health plans and health insurance and their operation, including the authority and responsibility for administering, construing and interpreting the provisions of such plans and making all determinations thereunder. CLIENT is considered the Plan Administrator and the Named Fiduciary of the plans for purposes of ERISA.

GBS will use ordinary care and due diligence in the exercise of its power and in the performance of its responsibilities. CLIENT ACKNOWLEDGES THAT THE PERFORMANCE OF SERVICES BY GBS DOES NOT AND IS NOT INTENDED TO MAKE GBS THE “PLAN ADMINISTRATOR,” “PLAN SPONSOR,” OR OTHER “FIDUCIARY” UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, OR COBRA LAW AS AMENDED OR OTHERWISE OF ANY PLAN, AND CLIENT WILL NOT IDENTIFY OR REFER TO GBS OR ANY OF ITS AFFILIATES AS SUCH. GBS HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S). CLIENT agrees that this responsibility is and remains that of the CLIENT. GBS shall not be liable under this Agreement unless its actions are grossly negligent or in willful and wanton disregard of its explicit duties under this Agreement. The parties further acknowledge and agree that GBS will not be deemed to be providing legal or tax advice to CLIENT as a result of the duties undertaken by GBS pursuant to this Agreement.

ARTICLE 8. INDEPENDENT CONTRACTOR STATUS.

It is understood and agreed that GBS will provide the Services under this Agreement on a professional basis and as an independent contractor and that during the performance of the Services under this Agreement, GBS will not be considered an employee of CLIENT within the meaning or the applications of any federal, county, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind. GBS, and any of its employees, or contractors shall not be entitled to benefits that

may be afforded from time to time to CLIENT's employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, CLIENT shall not be responsible for withholding or paying any taxes or social security on behalf of GBS, or any of its employees, or contractors.

ARTICLE 9. WARRANTIES AND REPRESENTATIONS.

GBS hereby represents, warrants and covenants to CLIENT that:

A. GBS is not restricted in any way, by agreement or otherwise from entering into this Agreement and providing the Services, and that it has no interests or obligations, nor during the term hereof will it acquire any interests or obligations, which conflict with or hamper its ability to perform as required hereby.

B. GBS will not breach any agreement or other obligation to keep in confidence or refrain from using, the confidential, proprietary, or trade secret information of a former employer, another client or any other person, and will not use any such information in connection with the Services.

C. GBS will perform the Services in a professional manner and otherwise in accordance with the highest industry standards and all such work shall conform to the specifications and all other requirements hereunder and under the SOW. GBS shall correct any error, defect or non-conformance at no additional cost to CLIENT. This warranty is in addition to any warranty that may be implied or imposed by operation of law.

D. GBS warrants and represents that GBS shall comply with all applicable laws and professional obligations.

E. The parties agree that the foregoing representations, warranties, and covenants are material, made by GBS to induce CLIENT to enter into this Agreement, and relied upon by CLIENT in deciding to enter into this Agreement. The foregoing representations and warranties will survive expiration or termination of this Agreement for any reason.

ARTICLE 10. TRADEMARK AND TRADE NAME.

This Agreement does not give either Party any ownership license rights or interest in the other Party's trade name or trademarks.

ARTICLE 11. INDEMNIFICATION.

A. GBS, at its own expense, shall indemnify, defend and hold CLIENT, its partners, employees, agents, affiliates, designees and assignees harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, damage to property and personal injuries, including death, arising out of, resulting from, or relating to any negligent act or omission of GBS relating to the performance of this Agreement or from any breach of this Agreement by GBS. GBS, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against said indemnities on account of such damage or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against said indemnities.

B. CLIENT, at its own expense, shall indemnify, defend and hold GBS, its partners, employees, agents, affiliates, designees and assignees harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, damage to property and personal injuries, including death, arising out of, resulting from, or relating to any negligent act or omission of CLIENT relating to the

performance of this Agreement or from any breach of this Agreement by CLIENT, including, but not limited to, the failure of CLIENT to deliver to GBS complete and accurate information as described in Article 7 of this Agreement. CLIENT, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against said indemnities on account of such damage or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against said indemnities.

ARTICLE 12. LIMITATION OF LIABILITY.

EXCEPT FOR ANY AMOUNT RECOVERABLE BY GBS OR CLIENT PURSUANT TO THE INDEMNIFICATION OR BREACH OF CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE, OR BECOME LIABLE FOR: LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

THE AGGREGATE LIABILITY OF GBS TO CLIENT FOR ANY CAUSE OF ACTION OR CLAIM (WHETHER UNDER CONTRACT OR TORT) SHALL BE LIMITED TO THE AMOUNTS PAYABLE TO GBS HEREUNDER WITH RESPECT TO THE SERVICES THAT ARE THE SUBJECT OF SUCH ACTION OR CLAIM. BOTH PARTIES AGREE THAT THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CHARGES TO BE PAID BY CLIENT HEREUNDER AND THE LIMITATIONS SET FORTH IN THIS SECTION, REFLECT THE ALLOCATION OF RISK UNDERSTOOD AND AGREED UPON BY THE PARTIES, INCLUDING THE RISK THAT A REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE.

ARTICLE 13. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or consulting agreements whether written or oral. Except as specifically provided for in this Agreement, in the event a SOW contains terms that attempt to modify the provisions of this Agreement, those terms shall be deemed to have no force or effect and are not binding on CLIENT. This Agreement cannot be modified, changed or amended, except for in writing signed by the Parties.

B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between GBS and CLIENT, and neither Party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

D. Assignment, Delegation and Subcontracting. Neither Party shall assign or delegate this Agreement or any rights, duties or obligations hereunder without the express written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the Parties hereto. Notwithstanding anything to the contrary herein, CLIENT may assign this Agreement to any affiliate without consent.

Notwithstanding the foregoing, GBS may subcontract a portion (but not all) of its rights or obligations under this Agreement to another person or entity, provided that (1) GBS shall have given CLIENT prior

written notice of any proposed subcontract in sufficient detail and CLIENT shall not have objected to the subcontract on reasonable grounds within fourteen (14 days) following receipt thereof, and (2) GBS remains fully responsible for the performance of any subcontracting hereunder.

E. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

F. Notices. Any notices, payments or statements to be provided under this Agreement will be sent to GBS and to CLIENT at the addresses provided in the Preamble to this Agreement or to such other address as one Party may from time to time designate in writing to the other. Any notice required to be made or given to either Party hereto will be made by personal delivery, confirmed facsimile, overnight courier with traceable delivery, certified or registered mail, return receipt requested, postage prepaid.

G. Governing Law/Arbitration. This Agreement and any dispute arising out of or in connection with or related to this Agreement (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the State of Utah, United States of America, without giving effect to conflicts of law principles thereof. The jurisdiction and venue of any proceeding involving any Dispute shall be the federal or state courts located in Salt Lake County, Utah.

H. Laws and Regulations. GBS shall comply with all applicable laws and governmental regulations. GBS is not expected or authorized to take any action in the name of or otherwise on behalf, of CLIENT which would violate applicable laws or governmental regulations.

I. Paragraph Headings. The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

J. Injunctive Relief. Each of the Parties acknowledges that any dispute or material breach of this Agreement may cause the other Party immediate and irreparable injury not adequately compensable in damages alone. Therefore, the provisions of this dispute resolution section shall not preclude either Party from seeking immediate preliminary, temporary or permanent injunctive relief in addition to liquidated damages and all other available remedies in law or in equity without the need to first exhaust the dispute escalation procedures set forth therein.

IN WITNESS WHEREOF, undersigned authorized representatives of the Parties have executed and made this Agreement to be effective as of the Effective Date.

GBS		CLIENT	
Name:	<u>Matt Kiisel</u>	Name:	_____
Title:	<u>SVP of Operations</u>	Title:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

EXHIBIT A: STATEMENT OF WORK

This Statement of Work is entered into as of January 1, 2023 (“Effective Date”) by and between GBS Benefits, Inc., a Utah corporation with offices at 2200 South Main Street, Suite 600, Salt Lake City, UT, 84118 (“**GBS**”) and San Juan County, with offices at 117 South Main, Monticello, UT 84535 (the “**Client**”) pursuant to that certain GBS Master Services Agreement by and between GBS and Client (the “Agreement”). This Statement of Work is incorporated into the Agreement by reference. Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

Description of Services:

Consulting Services, including the following:

1. Provide the Client with insurance consulting services concerning cost, benefits provided, and contracts with insurance carriers in connection with the plan or program.
2. Recommend benefit changes to meet the objectives of the Client in connection with the plan or program as these objectives are communicated by the Client to the Consultant.
3. Prepare such reports in regard to the plan or program as Parties may reasonably agree upon concerning trends, utilization, and costs to the Client.
4. Prepare specifications and assist the Client in bidding group insurance products in connection with the plan or program. This includes assistance with preparation of RFPs and evaluation of bids received in response to same.
5. In connection with the group insurance products utilized by the plan or program, negotiate rates and benefits with insurance carriers for review, evaluation and selection by the Client.
6. Be an intermediary for the Client in working with insurance carriers to assist in regard to insurer compliance with insurance contracts and in dispute resolution with insurers.
7. Assist the Client by suggesting methods for the Client’s containment of benefits costs with respect to the plan or program.
8. Work with the insurance carriers to secure rate estimates and firm renewal rates for the Client’s review, evaluation and selection.
9. Health & Wellness plan or program consultation and design.
10. Review contracts, agreements and summary plan descriptions (SPDs).
11. Any other duties specified in Client’s initial request for proposals (RFP) relating to this agreement not otherwise specifically excluded from this Contract.

12. Other duties as may be mutually agreed between the Parties, and which are reduced to a writing signed by both Parties which writing states that it is intended to modify or amend this Contract.

Compensation: Eligible for standard carrier commission/overrides.

For services performed pursuant to this SOW, the Consultant will be compensated by the Client as follows:

Consulting Fee: \$0

The parties have executed this Statement of Work below to indicate their acceptance of its terms.

GBS Benefits, Inc., a Utah corporation

GBS

Matt Kiisel

Name:

SVP of Operations

Title:

Signature:

Date:

CLIENT

Name:

Title:

Signature:

Date:

Employer Health Insurance Agreement

Between San Juan County
and
Utah Retirement Systems Public Employees' Health Program
January 1, 2023 through December 31, 2023

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SECTION 1 – INTRODUCTION

1.1 Contract

1.1.1 This Employer Health Insurance Agreement (“Agreement”) is made and entered into, pursuant to Utah Code Annotated Title 49, Chapter 20, by and between San Juan County (“Employer”), a body corporate and politic of the State of Utah, and the UTAH RETIREMENT SYSTEMS, by and through its Employer benefit and insurance division, the PUBLIC EMPLOYEES’ HEALTH PROGRAM (“PEHP”).

1.1.2 In exchange for Employer’s payment of Rates, PEHP provides defined healthcare Benefits to Members. Any payment of Rates will constitute Employer’s agreement to the terms of this Agreement, regardless of whether Employer has actually signed the Agreement.

1.1.3 NOW, THEREFORE, for and in consideration of the agreements and provisions hereinafter contained, the parties hereby agree and enter into this Agreement.

1.2 Scope of Agreement

1.2.1 PEHP will make available to Employer’s Eligible Employees, Eligible retirees under age 65, and Eligible dependents, the health and prescription drug plans listed in Appendix A. All terms, definitions, and conditions of the health and prescription drug plans are hereby incorporated into this Agreement.

1.2.2 Any and all other documents attached hereto are hereby made a part of this Agreement as fully as though detailed herein.

1.2.3 The parties acknowledge that for purposes of paying fees required by the Affordable Care Act, PEHP shall act as the plan sponsor of Employer’s benefit plans. All programs and plans offered by PEHP are subject to change in order to adapt to the changes and trends in the health care industry. Further, the Benefits in this Agreement are not necessarily the benefits of the Employer's previous insurance carrier. This contract does not guarantee benefits payable under the previous carrier will be payable under PEHP.

1.2.4 No Member of PEHP has a vested right to any Benefits. Changes to the Agreement may be made without notification, consultation or the consent of Members. However, material mid-plan year changes to the Benefits must be made with approval of the Employer and with 60 days notice to the Members. The rights and interest of Members at any particular time depend on the Agreement terms in effect at that time.

1.2.5 PEHP may adopt reasonable policies, rules and procedures to help in the administration of the Agreement. Employer agrees to abide by all such reasonable policies, rules, and procedures that are not inconsistent with the Agreement.

1.2.6 PEHP has discretion to determine Eligibility for Benefits and to interpret the terms and conditions of the Benefit plan(s). PEHP's determinations under this Section do not prohibit or prevent a Member from seeking an appeal of claims or an administrative review by following the appeals procedure established by the Master Policy and Utah Code Ann. § 49-11-613.

SECTION 2 – ELIGIBILITY AND ENROLLMENT

2.1 Eligibility

2.1.1 PEHP shall provide coverage to those Eligible Employees and their Eligible Dependents in accordance with the terms of the PEHP Master Policy attached as Appendix A.

2.1.2 In consultation with PEHP and within PEHP's stated Eligibility parameters, if Employer has 100 Subscribers or more, Employer shall decide which categories of Employees and Dependents are Eligible to become Members and establish related Eligibility requirements. Employer agrees to implement standards that are nondiscriminatory and is solely liable if any standards are determined to be discriminatory.

2.1.3 Notwithstanding Section 2.1.2, if Employer is community rated or all Employers in Employer's risk pool are paying the same Rates, then Employer shall be subject to PEHP's Eligibility parameters and shall not have discretion to set its own standards.

2.1.4 Eligibility standards (including termination standards) determined by Employer must be reported to and approved by PEHP each plan year, at least ninety (90) days prior to the start of the plan year. **Employer shall inform PEHP of its eligibility standards on the PEHP Benefit Selection Form.** If Eligibility standards vary from plan year to plan year, PEHP may revise Rates correspondingly, in accordance with sound actuarial principles.

2.1.5 Employer may not change, extend, expand, or waive the Eligibility criteria without first obtaining the advance, written approval of an officer of PEHP. Eligibility standards may not be changed mid-plan year.

2.1.6 Employer's Eligibility parameters must meet PEHP's criteria which include the following:

- All retirement-eligible Employees are Eligible;
- Any elected officials are Eligible;
- Any appointed officials who are required to work the same hours as other Employees are Eligible;
- Otherwise Eligible Employees with other coverage may waive coverage with the Employer under the Plan;
- At least 80% of the above listed Eligible individuals, who have not demonstrated proof of other coverage, must participate in the Plan, or, if Employer employs fewer than five (5) individuals, 100% of individuals must participate in the Plan;
- Independent contractors are not Eligible;

Only individuals who continuously satisfy the Eligibility criteria of the Agreement may be enrolled and continue as Members. Employer, Subscribers, and their Dependents are responsible for obtaining and submitting to PEHP evidence of Eligibility.

2.1.7 Notwithstanding this Section 2, PEHP reserves the right to deny coverage to an otherwise Eligible Employee and/or their Eligible Dependent(s), in accordance with the PEHP Master Policy, if that individual commits fraud upon PEHP, forges prescriptions, commits criminal acts associated with coverage, misuses or abuses Benefits or breaches the conditions of the PEHP Master Policy. Notwithstanding any other provision of this Agreement, if such an individual retains Coverage with PEHP at the request of an Employer after a recommendation by PEHP to address either the fraud, criminal acts associated with coverage, or a breach of the PEHP Master Policy, Employer shall be solely and completely responsible for all claims incurred for this individual. In such a circumstance, the individual's claims shall be adjudicated separately from the Employer's experience, and no claims for this individual, either in specific or aggregate, shall be eligible for payment by PEHP reinsurance.

2.2 Enrollment Requirements

2.2.1 In order for an Eligible individual to receive Benefits, Employer must enroll the individual, PEHP must accept the individual as a Member, and Employer must pay the applicable Rates. Employer agrees to limit enrollment to Eligible Employees and their Dependents.

2.2.2 Any Employee who does not enroll in the Employer Plan during their first 60 days of employment with the Employer will not be Eligible to enroll until the next annual enrollment period.

2.2.3 Except as otherwise provided in this Agreement, enrollment and enrollment changes for existing Employees and their Dependents may only be made during an open enrollment period.

2.2.4 PEHP shall allow for a special enrollment period for specific circumstances listed in Section 2.2.5. The terms governing special enrollment for PEHP are also contained in the Master Policy attached hereto as part of Exhibit A.

2.2.5 Employer must notify PEHP within 60 days whenever there is a change in a Member's family and or employment status that may affect Eligibility or enrollment. Family or employment status includes the following events:

- a) Adoption of a child, birth of a child, or gaining legal guardianship of a child;
- b) Child loses Dependent status;
- c) Death;
- d) Divorce;
- e) Marriage
- f) Involuntary loss of other coverage;
- g) Member called to active military duty;
- h) Member receives a Qualified Medical Child Support Order (QMCSO);

- i) Reduction in employment hours;
- j) Member takes, returns from, or does not return from a leave of absence; and
- k) Termination of employment.

2.2.6 If Employer fails to notify PEHP within 60 days of a Member's termination from employment or other family and/or employment change that results in the loss of a Member's Eligibility, Employer agrees to promptly pay PEHP any amounts paid as Benefits for such Member after the Member became ineligible and before PEHP was notified.

2.2.7 PEHP agrees to supply certification of creditable coverage to all terminated Subscribers and their Eligible Dependents losing coverage in accordance with federal law. The terms governing certification and disclosure are contained in the Master Policy attached hereto as part of Exhibit A.

2.2.8 Employer hereby agrees the Effective Date for new Employees is based upon the Employer's enrollment polices as stated on the Group Renewal Form.

2.2.9 PEHP will enroll Dependents as a result of a valid court order. Any requirement for the Plan to comply with court orders, including Qualified Medical Child Support Orders (QMCSOs) and/or Divorce Decrees is Employer's responsibility. When Employer directs PEHP to enroll an individual on the basis of a court order, PEHP reserves the right to review and confirm that the order is qualified.

2.2.10 PEHP may decline to enroll Employees, former Employees, or Dependents who do not satisfy the Eligibility criteria of the Agreement. Also, PEHP may initially decline to issue coverage if Employer fails to meet the minimum enrollment or minimum contribution requirements.

2.3 Continuation of Coverage (COBRA / Mini-COBRA) and Conversion Coverage

2.3.1 Employer's Members who lose coverage under a Plan made available by PEHP may be permitted to continue such Coverage in accordance with the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), or Utah mini-COBRA, Utah Code Ann. § 31A-22-722 (collectively, "Continuation Coverage").

2.3.2 Employer agrees to administer Continuation Coverage according to state and federal law. PEHP agrees to support and assist Employer in the administration of the Continuation Coverage. Employer agrees to provide sufficient documentation of a Member's Eligibility for Continuation Coverage. PEHP will determine if the documentation provided is sufficient.

2.3.3 Employer agrees to timely:

- a) notify PEHP of a Members' death;
- b) notify PEHP of a Member's termination of employment or reduction of hours, (Employer must notify PEHP if a termination is due to gross misconduct);
- c) notify PEHP of a Member's entitlement to the benefits under Title XVII of the Social Security Administration, which would cause the Member to lose coverage;

- d) notify PEHP of any other COBRA Qualifying Event that would affect a Member's Eligibility for coverage.

2.3.4 PEHP agrees that, at enrollment, termination of employment, or upon receipt of written notice of a COBRA Qualifying Event, in addition to Employer's function as COBRA plan administrator, to notify Members of their Continuation rights, if such rights exist, in accordance with state and federal law. PEHP will not be responsible to notify Members of their Continuation rights if PEHP does not receive notice from Employer of a Qualifying Event, as defined in the PEHP Master Policy, in a timely manner.

2.3.5 Domestic Partners are eligible for Continuation Coverage with PEHP if they would have otherwise been eligible for COBRA coverage as a Dependent as defined by PEHP and Employer in Appendix A.

2.3.6 PEHP agrees to provide Employer's Members notice of their Conversion rights in accordance with state and federal law. Employer's Members who lose coverage under a COBRA or a Mini-COBRA plan made available by PEHP may be permitted to enroll in a Conversion plan, in accordance with Utah Code Ann. § 31A-22-723.

2.3.7 PEHP and Employer agree that if this Agreement is terminated, Continuation Coverage with PEHP will terminate. Employer will be responsible for obtaining alternate coverage for those Members who are receiving Continuation Coverage.

2.3.8 PEHP agrees to bill and collect Rates from Members for Continuation and Conversion Coverage.

2.3.9 PEHP agrees to provide COBRA, Mini-COBRA, and Conversion Coverage for the minimum time and only to the minimum extent required by applicable state and federal law. PEHP will not provide Continuation or Conversion Coverage if Employer or the Member fails to strictly comply with all applicable notice and other requirements and deadlines.

2.4 Early Retiree Eligibility

2.4.1 Employer, at Employer's sole discretion, may offer the Employer Plan(s) to the Employer's Early Retirees and their Eligible Dependents according to Eligibility standards adopted by the Employer and provided to PEHP under the terms of this Agreement and attached in Appendix A. Employer shall make available to their Eligible Early Retirees copies of any rules, regulations, and restrictions limiting their options for coverage.

2.4.2 Early Retirees and Eligible Spouses, as specified in Appendix A, upon reaching age 65, and no longer working, will be eligible to convert their Early Retiree coverage to the Public Employees' Medicare Supplement Plan if they elect to enroll in Medicare Plans A and B.

2.4.3 Early Retirees and Eligible Spouses, as specified in Appendix A, upon reaching age 65, and no longer working, will be eligible to convert their Early Retiree coverage to Medicare Part D at any time.

2.4.4 The rate for Early Retiree coverage may be higher than the rate charged for active Employees. Specific rates may be included in Appendix A.

2.4.5 Termination of Early Retiree coverage does not constitute a qualifying under COBRA. If an Employee elects Early Retiree coverage, the Employee is not eligible for COBRA coverage thereafter.

2.5 Long-Term Disability Continuation of Coverage

2.5.1 Eligible Employees who are approved for long-term disability benefits with PEHP's Long-Term Disability Program under Utah Code Annotated, Title 49, Chapter 21 ("Disabled Employee"), are Eligible to continue coverage with PEHP until the earlier of: 1) the Disabled Employee is no longer receiving long-term disability benefits, 2) the Disabled Employee fails to make the required payment to PEHP each month as set forth below, 3) Employer cancels medical coverage with PEHP, or 4) the Disabled Employee or his/her spouse attains the age of 65.

2.5.2 Upon turning age sixty-five (65), the Disabled Employee or his/her spouse will be Eligible to continue with a PEHP-sponsored Medicare Supplement plan, but will be required to pay the full monthly Rate. The Disabled Employee or spouse who is younger than 65, or any other Eligible Dependents covered on the plan younger than 65, will remain Eligible for PEHP coverage until they meet one of the other criteria listed above or no longer meet Dependent Eligibility criteria.

2.5.3 Each Disabled Employee who qualifies for PEHP coverage must pay a portion of the monthly PEHP payment to remain Eligible for PEHP Benefits as set by PEHP and outlined in the Master Policy attached in Appendix A.

SECTION 3 – RESPONSIBILITIES OF EMPLOYER

3.1 In General

3.1.1 In addition to the responsibilities addressed throughout this Agreement, Employer agrees to the following responsibilities and obligations.

3.2 Rate Payments

3.2.1 Employer is responsible to collect and remit Rates to PEHP. By remitting Rates to PEHP, Employer certifies to PEHP that the Employer/Employee Rate share complies with the affordability standards of PPACA. Other than as required by state or federal law, nothing contained in this Agreement shall obligate the Employer to contribute any specific percentage of the contribution, nor to provide any specified credits for sick leave conversion, etc. to any Employee.

3.2.2 To the extent Employer requires its Employees to contribute to Rates, Employer agrees to collect those contributions from its Employees and remit the same to PEHP together with a copy of a remittance report. Such contributions and report will be submitted to PEHP monthly following the appropriate payroll dates. By remitting Rates, Employer certifies that all Employees meet the Eligibility requirements agreed upon under this Agreement.

3.2.3 Employer's obligation to pay the full Rates to PEHP is not contingent upon Employer's ability to collect any percentage of the Rates that Employer requires to be paid by Subscribers.

3.2.4 Rates will be considered late if received more than thirty days after the date of the corresponding invoice from PEHP.

3.2.5 Notwithstanding any other provision of this Agreement, if Employer is late in any required payment to PEHP, PEHP shall assess Employer a 5% penalty on late payments.

3.2.5 Notwithstanding any other provision of this Agreement, if Employer fails to pay a required invoice to PEHP within sixty (60) days after the date of the corresponding invoice from PEHP, PEHP shall immediately suspend payment of claims until payment is made in full; in such case, the Employer shall be responsible for any payment to Providers, including any late fees, as applicable; or immediately terminate this Agreement in accordance with Section 7.2.

3.3 Employment Verification and Status

3.3.1 To the extent Employer is responsible to determine Eligibility standards under this Agreement, Employer agrees to provide those standards to PEHP at least ninety (90) days prior to the start of the Plan Year, as provided in Section 2.1.

3.3.2 Employer agrees to verify employment status and date of employment information contained in any new applications filed by Employees, and Employer agrees to inform PEHP of any change in Employee or Dependent status or of the termination of coverage of any Employee or Dependent, including any COBRA Qualifying Events, on a semi-monthly basis, in accordance with Section 2.4.

3.3.3 It is the responsibility of the Employer to obtain and maintain updated, accurate records specifying enrollment information, Member files, Eligibility information, Effective Dates, and Employee status information. Employer agrees, to the extent requested by PEHP, to provide PEHP with current and updated copies of all completed enrollment forms and other documentation as deemed necessary by PEHP.

3.3.4 Payment of Rates shall constitute Employer's certification that Employer and all its Members meet the Eligibility standards as outlined in Utah Code Annotated Title 49, Chapter 20, and as established under this Agreement.

3.4 Compliance

3.4.1 Employer is responsible for its own compliance with applicable laws, rules, and regulations, including requirements to provide information to Members about their coverage. This includes all applicable requirements under PHSa, HIPAA, PPACA, COBRA, and any other state and federal requirements that apply to the Plan.

3.4.2 Employer agrees to notify PEHP when Employer receives Medicare secondary payer information.

3.4.3 Employer shall distribute to Employees all forms, documents, and notices as required by law (i.e. Summary of Benefits and Coverage, Benefit Summaries). In accordance with Section 4.4, PEHP may assist Employer in the production of such forms, documents and notices. Employer maintains sole responsibility to ensure compliance with federal law.

3.5 Miscellaneous

3.5.1 Employer certifies it is a political subdivision of the State of Utah and that both Employer and its Eligible Employees qualify to participate with PEHP, and Employer agrees to notify PEHP prior to its losing Eligibility to participate with PEHP.

3.5.2 It is Employer's responsibility to provide Subscribers a 30-day written notice of the Agreement's termination.

3.5.3 Except as modified in this Agreement, Employer shall be responsible for all tax consequences or penalties resulting from participation in the PEHP plans or programs.

SECTION 4 – RESPONSIBILITIES OF PEHP

4.1 Plan Services

4.1.1 Employer hereby agrees that it is the sole responsibility and right of PEHP to contract with, negotiate policies, procedures, and plan provisions, in reference to physicians, hospitals, facilities, corporations, or other service Providers. PEHP agrees to establish and maintain its usual hospital and physician relations activities, Subscriber service activities, investigative and claim review procedures, legal review and defense services, and shall take all reasonable measures to prevent the allowance and payment of improper claims for Employer.

4.1.2 PEHP shall provide Employer with all administrative services provided by PEHP to its other policy holders. A monthly fee for administrative services shall be included in the Rate amount, on a Per Member Per Month ("PMPM") basis, at the Rate specified in Appendix A.

4.1.3 PEHP shall provide Reinsurance coverage as provided for in Section 5. PEHP will charge a monthly reinsurance fee, on a PMPM basis, at the Rate specified in Appendix A. The reinsurance fee is included in the Employer Rate.

4.1.4 At Employer's request, PEHP may facilitate an on site medical clinic for Employer's employees in accordance with the terms in Appendix B.

4.1.5 PEHP shall make available to Members an electronic enrollment process via the www.pehp.org website. PEHP shall also furnish to the Employer appropriate enrollment forms for distribution to new Eligible Employees. Upon receipt and processing of enrollment information, PEHP will distribute identification/prescription cards and Benefit brochures to Subscribers.

4.2 Reporting

4.2.1 These reporting provisions are subject to the confidentiality provisions of Section 6.

4.2.2 PEHP shall provide Employer with regular reports of the total amount paid to Providers in Employer's risk pool.

4.2.3 If Employer employs over 100 Subscribers, PEHP shall provide Employer with Employer-specific quarterly utilization reports. These Employers may request additional ad hoc reports as needed. However, to the extent that any specific requested reports may be unique and costly to produce, Employer agrees to pay PEHP the reasonable cost of assembling and preparing such additional information and reports, so long as the cost of any such report has been made available to Employer in advance and Employer has agreed in writing to pay such costs. PEHP may decline to produce reports if PEHP determines that doing so would violate state or federal law.

4.2.4 If Employer employs over 100 Subscribers, Employer and/or its designated Business Associates, as defined by HIPAA, shall be entitled, upon written request from Employer, to receive a copy of individual data pertaining to Employer in accordance with Utah Code Ann. § 49-11-618 and applicable Board resolutions for the sole purpose of reviewing claims and utilization experience for individuals covered by the program. PEHP shall not provide diagnosis information unless specifically requested by Employer, and Employer has demonstrated to the satisfaction of PEHP that the individual diagnosis is essential to the review process, in which case, PEHP may require a separate release statement. Employer hereby agrees to never share or otherwise divulge this individual data to any other person or unit of government, unless subpoenaed by a court or governmental entity having proper jurisdictional authority. When requesting this data, Employer will designate an officer or employee responsible for receipt and custody of the data and hereby agrees to indemnify and hold PEHP harmless against any claims, loss, damage, injury or other liability resulting from the disclosure of confidential medical data by any officer or employee of Employer.

4.2.5 Subject to the foregoing provisions, PEHP may provide specialized or additional reports to Employer, at Employer's request. PEHP may charge a fee to Employer for such special reporting requests as negotiated between the parties.

4.3 Record Retention and Review

4.3.1 PEHP shall maintain, or cause to be maintained, records covering claims submitted to PEHP hereunder as well as payment disbursed by it. The records shall be maintained for the same period of time that PEHP retains like records in connection with its claims administration.

4.4 Claims Payment, Customer Service and Appeals

4.4.1 PEHP shall adjudicate claims within forty-five (45) days upon receipt of all information necessary to accurately make a claim determination pursuant to PEHP's policies and procedures. Necessary information to adjudicate claims shall include, but is not limited to, information regarding coordination of benefits ("COB") from the primary insurance carrier, if applicable.

4.4.2 PEHP shall notify Members of paid or rejected claims and the reason for the rejection through an explanation of benefits, which shall be sent within one (1) week of PEHP's adjudication of the claim.

4.4.3 PEHP shall advise and aid claimants in meeting requirements for additional information and proper completion of claim forms.

4.4.4 PEHP shall maintain customer service staff and telephone numbers to provide information and response to inquiries of Members regarding program coverage and Benefits as well as specific information concerning claims, such as: status of claim, date paid/denied, amount, and Provider.

4.4.5 PEHP shall provide a website with general Plan information, specific claims information, and cost tools for evaluating and finding Providers.

4.4.6 PEHP shall discuss claims, where applicable, with physicians and other Providers of services.

4.4.7 PEHP shall obtain and furnish information, as necessary, regarding non-duplication of payment or COB.

4.4.8 PEHP will correct payment of claim errors for up to 12 months following the adjudication of a claim. For claims involving COB, PEHP will have up to 15 months following the adjudication of such claims to make adjustments. These time frames will not apply in instances where PEHP determines that the claims were paid due to fraud.

4.4.9 PEHP shall provide a claims adjudication and appeals process to resolve any disputes regarding Benefits under this Agreement. Members and Providers are required to cooperate with this process in any dispute with PEHP as outlined in the Master Policy attached in Appendix A.

4.4.10 PEHP shall provide additional Member Services, including Case Management, Disease Management, and Wellness Programs.

4.4.11 If Employer requests for correctly-paid claims to be reprocessed, Employer agrees to pay the administrative costs of reprocessing in accordance with PEHP's policies and procedures.

4.5 Information for Members

4.5.1 Employer, with cooperation from PEHP, shall produce any required forms or documents required by law to be distributed to Employees. Employer shall bear the responsibility to distribute such documents, in accordance with Section 3.4. PEHP may assist Employer with creation and production of documents, as specified in this Section.

4.5.2 PEHP shall assist Employer in its distribution by making available Plan-specific Benefits Summaries, Master Policies, Rates, forms and documents online at www.pehp.org, which will include the ability for Members to check status of claims and other information.

SECTION 5 – FUNDING

5.1 Self-Funded Status

5.1.1 Employer acknowledges and agrees that through this Agreement Employer participates in a self-insured plan, and that plan is part of a self-insured risk pool. Employer maintains the financial risk associated with that plan and the risk pool. Such risk includes, but is not limited to claims expenses for covered Benefits and any interest required to be paid.

5.1.2 Risk pool reserves held by PEHP are owned by, returned to, and credited for interest earnings to Employer in accordance with Section 5.3 and Appendix A.

5.2 Establishment of Rates

5.2.1 PEHP shall have sole discretion to determine Rates, which are set forth in Appendix A. The Rates will remain the same until the end of the plan year. However, upon notice to Employer, PEHP may reasonably modify the Rates mid-year if federal or state laws or regulations mandate an adjustment of Benefits under the Agreement, or if contingency reserves fall below the level required by the PEHP actuary.

5.2.2 It is understood and agreed that Appendix A outlines the Rates to be paid by Employer for the Plan(s) in which Employer participates during the current term. Rates include administrative fees and reinsurance fees as determined necessary by PEHP, and as listed in Appendix A. The PEHP rate setting process takes into account all of the health experience of the Employer, including but not limited to, the

health experience of Employees, Dependents, Early Retirees, LTD Participants, and other Members covered under active, early retiree, and/or COBRA Coverage.

5.2.3 It is further understood and agreed that PEHP will provide notice to Employer of estimated regular Rate changes ninety (90) days prior to the end of the contract term, with the Rate change to be effective on the date of renewal of the plan year.

5.2.4 Notice of Rate increases relating to Medicare Supplement programs offered by PEHP will be provided by PEHP unless Medicare benefits change information has not yet been made available to PEHP by the Medicare authorities. All changes will become effective on January 1 of each year.

5.3 Reserves

5.3.1 Pursuant to Utah Code Annotated § 49-20-301, PEHP plans “shall be maintained on a financially and actuarially sound basis by payments from covered employers and covered individuals.” Utah Code Annotated § 49-20-402(1) provides, “The reserves in a risk pool in a given fiscal year shall be maintained at the level recommended by the program’s consulting actuary and approved or ratified by the Board. If the reserves drop below that level, covered employers in the risk pool are required to cure any deficiency in the reserve.”

5.3.2 PEHP shall provide Employer with reserve recommendations from its consulting actuary upon request from Employer. PEHP shall provide Employer with financial statements regarding the level of reserves in Employer’s risk pool.

5.3.3 If the reserves in Employer’s risk pool drop below the recommendation of the consulting actuary, Employer shall be responsible to pay the difference (or the pro-rata difference if Employer is in a multi-Employer risk pool) to PEHP within fifteen (15) days following the request. In the case of a deficit in reserves, Employer agrees to pay PEHP interest of 1% per month for each month after the end of the month in which Employer maintains a deficit.

5.3.4 PEHP, upon recommendation of its consulting actuary, shall determine when “substantial excess reserves” have been accrued in accordance with Utah Code Annotated § 49-20-402. In such a case, and upon Board approval, PEHP shall refund reserves to Employer (on a pro-rata basis if Employer is in a multi-Employer risk pool) in a manner approved by the Board.

5.4 Claims Reinsurance

5.4.1 All Employers participating in PEHP health plans shall participate in a self-funded PEHP Reinsurance Risk Pool governed by the Utah State Retirement Board (the "Board"), as described in Appendix A.

5.4.2 The reinsurance fee associated with the PEHP Reinsurance Risk Pool is included within the Employer’s Rate and includes both a specific stop loss and aggregate reinsurance cost. The

Reinsurance fee is set forth in Appendix A. Reinsurance fees are not self-insured, and the Employer shall have no recourse to recover any of these amounts paid.

5.5 Administrative Costs

5.5.1 Employer is responsible to pay its share of administrative costs on a PMPM basis. The administrative fee is included in the Employer Rate, according to the schedule in Appendix A. Administrative fees are not self-insured, and Employer shall have no recourse to recover any of these amounts paid.

SECTION 6 – CONFIDENTIALITY

6.1 HIPAA. The parties agree that the acts, duties and obligations required by this Agreement shall be performed in compliance with the Privacy and Security Rules as promulgated under HIPAA.

6.2 Utah Law. Employer understands that under Utah Code Annotated § 49-11-618, “All data in the possession of [PEHP] is confidential, and may not be divulged by [PEHP] except as permitted by board action.” Employer acknowledges and agrees that this Agreement is subject to this rule of confidentiality.

6.3 Definition of Data. For the purpose of this Agreement, "data" means any information pertaining to Employer’s participation with PEHP, Plan Rates, this Agreement, PEHP or its business practices, or the personal health information (as defined by federal law) of any individual participating in the Plan administered by PEHP.

SECTION 7 – TERM AND TERMINATION

7.1 Term of Agreement

7.1.1 Unless sooner terminated as herein provided, this Agreement shall be effective for a one year term and pertain to claims incurred during the period January 1, 2023 through December 31, 2023.

7.1.2 This Agreement shall be renewed automatically for one year terms unless Employer notifies PEHP of its intent to terminate as provided herein.

7.2 Termination

7.2.1 This Agreement, and coverage for all Members under this Agreement, can terminate for the reasons listed below.

7.2.2 This Agreement may be terminated by Employer by providing PEHP with written notice prior to the Employer’s open enrollment period for the next one year term. PEHP will not accept retroactive termination dates.

7.2.3 PEHP may immediately terminate Employer's coverage upon written notice if PEHP determines that Employer is in breach of this Agreement. The following circumstances constitute a breach:

- a. Employer fails to pay the required Rates in accordance with this Agreement;
- b. Partial payment will be treated as nonpayment unless PEHP, at its sole discretion, indicates otherwise in writing;
- c. Employer performs an act or practice that constitutes fraud or makes an intentional misrepresentation of material fact under the terms of the coverage;
- d. Employer's status changes to an entity that is not a political subdivision of the State of Utah;
- e. Employer's membership in an entity through which this Agreement was made available ceases; or
- f. Employer fails to satisfy the minimum Employer participation requirements in Section 2.1.6 of this Agreement.

7.2.4 Employer agrees that if proper written notice of termination is not given within the designated time parameters, a penalty of up to one percent (1%) of total annual Rate may be assessed on Employer at the sole discretion of PEHP.

7.2.5 It is Employer's responsibility to provide Subscribers a 30-day written notice of the Agreement's termination. PEHP will provide a sample notice upon request.

7.2.6 Upon termination or expiration of this Agreement, PEHP shall continue to process and pay claims for services obtained or charges incurred by Employer's Members prior to the date of termination or expiration of this Agreement for a period of 12 months after the date of termination ("Run-Out Period"). PEHP shall not pay for Services obtained or charges incurred after the date of termination, regardless of when a condition arose and despite care or treatment anticipated or already in progress.

7.2.7 If Employer breaches this Agreement in accordance with Section 7.2.3 of this Agreement, which results in termination of this Agreement, PEHP shall pay no further claims, regardless of the date incurred. Employer shall be responsible for any such claims. Employer shall be responsible to pay PEHP for all reinsurance and administrative costs due prior to the date of termination, regardless of any other provision in this Agreement.

7.2.8 Upon termination of this Agreement, Employer shall be responsible for any deficits in the risk pool as determined by PEHP.

SECTION 8 – GENERAL TERMS

8.1 Interpretation. The attached Appendices are complementary to this Agreement and what is called for by any one of them shall be binding as if called for by all. In the event of any inconsistency between the provisions of the Agreement and the documents accompanying this Agreement, the inconsistency shall be resolved by giving precedence first to the Appendices and then to this Agreement. This Agreement will be interpreted and enforced according to the laws and regulations of the State of Utah and any applicable federal laws or regulations. If an inconsistency exists between the Agreement and any

applicable law, this Agreement will be construed to include the minimum requirements of the applicable law.

8.2 Indemnification. PEHP agrees to indemnify Employer from and against any claims or other liability, including attorney fees, based upon PEHP's failure to comply with its obligations under the Agreement. Employer agrees to indemnify PEHP from and against any claims or other liability, including attorney fees, based upon Employer's failure to comply with its obligations under the Agreement.

8.3 Amendment and Assignment. As benefits under this Agreement may be modified from year to year, this Agreement may be modified or amended unilaterally by PEHP within 30 days prior to a new plan year by providing Employer with written notice of the Amendment. If Employer objects to any unilateral amendments, Employer shall inform PEHP in writing to its objection within 30 days of receipt of the amendment. At all other times of the plan year, and for all other amendments or modifications to this Agreement, this Agreement shall be amended only by a written instrument executed by duly authorized officers of the parties hereto. This Agreement may not be assigned by either party without the written consent of the other party.

8.4 Default. If either party defaults in the performance of this Agreement or any of its obligations hereunder, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing the Agreement or from pursuing any remedy provided hereunder.

8.5 Force Majeure. Neither party will be responsible for a delay in performing its obligations under the Agreement due to circumstances reasonably beyond its control, such as natural disaster, epidemic, riot, war, terrorism, or nuclear release.

8.6 Dispute Resolution. This Agreement is entered into in the State of Utah and shall be governed by the laws of said state, notwithstanding any conflicts of laws principles. Any dispute arising out of this Agreement will be subject to the exclusive jurisdiction of the administrative hearing process found in Utah Code Annotated § 49-11-613.

8.6 Conflict of Interest. PEHP represents that it has not knowingly influenced, and hereby promises that it will not knowingly influence, an Employer officer or employee, or former Employer officer or employee, to breach any ethical standards applicable to Employer. Employer represents that it has not knowingly influenced, and hereby promises that it will not knowingly influence any PEHP officer or employee or former PEHP officer or employee to breach any ethical standard applicable to PEHP.

8.7 Severance. In the event any portion of this Agreement is determined to be unconstitutional, unlawful or otherwise unenforceable in the State of Utah, only the unconstitutional portion of the Agreement will be severed and the remaining portion of the Agreement will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

8.8 Notice.

8.8.1 Any notice required herein of PEHP shall be addressed to Employer at the address listed in Appendix A, and when required of Employer, shall be addressed to PEHP, Marketing Department, Public Employees' Health Program, 560 East 200 South, Salt Lake City, Utah 84102-2004, or kurt.murray@pehp.org (or current Marketing Manager).

8.8.2 All required notices shall be sent by at least first class mail or electronic mail.

8.8.3 Any notice PEHP is required to send will be sufficient if:

- a. For notice to Employer, notice is sent to the address listed in Appendix A;
- b. For notice to a Subscriber, notice is sent to the address PEHP has on record; and
- c. For notice to a Dependent, notice is sent to the Subscriber.

8.8.4 Any notice Employer is required to send will be sufficient if sent to the address listed above.

8.9 Waiver. Failure by either party to insist upon strict compliance with any part of this Agreement or with any procedure or requirement will not result in a waiver of its right to insist upon strict compliance in any other situation.

8.10 Workers' Compensation Insurance. The Agreement does not provide or replace workers' compensation coverage for Employer's Employees. Employment-related injuries are not covered under the Agreement.

8.11 Relationship of the Parties. This Agreement is a contract for services and does not create an agency relationship. Employer does not have the authority to act as PEHP's agent. PEHP is not Employer's agent for any purpose.

SECTION 9 – DEFINITIONS

9.0 In General. This Agreement contains certain defined terms that are capitalized in the text and described in this Section. Words that are not defined have their usual meaning in everyday language.

9.1 Agreement. This Employer Health Insurance Agreement, including the Employer Application and all other documents expressly referred to and incorporated by reference.

9.2 Benefit(s). The payments and privileges to which Members are entitled by this Agreement.

9.3 Continuation or COBRA Coverage. Coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and/or coverage allowed under Utah Code Annotated § 31A-22-722 (Mini-COBRA).

9.4 Conversion Coverage. Coverage provided under Utah Code Annotated § 31A-22-723.

9.5 Dependent(s). An Employee's lawful spouse (or Domestic Partner if allowed by Employer) and any child who meets the Eligibility criteria under this Agreement.

9.6 Domestic Partner. If Employer accepts Domestic Partners as Dependents, the qualifications agreed upon by Employer and PEHP will be included in Appendix A.

9.7 Early Retiree. A former Employee of Employer who is under age 65 and who meets Employer's Eligibility criteria as defined by Employer in Appendix A.

9.8 Effective Date. The date on which coverage for a Member begins.

9.9 Employee. An individual employed by Employer.

9.10 Employer Plan (or "Plan(s))." The group health and/or other Benefit plan(s) elected and sponsored by Employer under this Agreement and attached in Appendix A.

9.11 Eligible, Eligibility. The criteria or standards, established by Employer and/or PEHP under this Agreement and Appendix A, in order to participate in a PEHP health plan.

9.12 HIPAA. The Health Insurance Portability and Accountability Act found at 45 C.F.R. §§ 160 and 164, as amended.

9.13 Master Policy. The document(s), considered part of this Agreement, which describe(s) the terms and conditions of the health insurance Benefits with PEHP, including the Benefit Summary, and which is available online at the address listed in Appendix A, or by request.

9.14 Member. As defined in the Master Policy attached in Appendix A, a Subscriber, including an Employee, Early Retiree, LTD Participant, COBRA Participant, Conversion Coverage Participant, and any Dependent, when properly enrolled in the Plan and accepted by PEHP.

9.15 PHSA. The Public Health Service Act of 1944, codified in United States Code, Title 42, as amended.

9.15 PPACA. The Patient Protection and Affordable Care Act, Pub. L. No. 111-148, as amended, including the Health Care Education Reconciliation Act of 2010, Pub. L. No. 111-152, as amended.

9.16 Provider. A vendor of healthcare Services as defined in the Master Policy.

9.17 Rate(s). The amount paid periodically by Employer and/or Subscribers to PEHP as consideration for providing Benefits under the Plan. The Contribution rate is specified in Appendix A.

9.18 Service(s). Services provided by a Provider, including medical practices or care, treatment, tests, supplies, equipment, devices, or drugs.

9.19 Subscriber. An Employee that enrolls with PEHP, as defined in the Master Policy.

SECTION 10 – SIGNATURE PAGE

EXECUTED this _____ day of _____, 20__.

UTAH RETIREMENT SYSTEMS
PUBLIC EMPLOYEES HEALTH PROGRAM



By _____
Chet Loftis
Director, Public Employees Health Program

EXECUTED this _____ day of _____, 20__.

[Employer Name]

By _____
[Name]
[Title]

APPENDIX A

Plan Year: January 1, 2023 through December 31, 2023.

A-1 Benefits

A Employer Plans/Programs

Master Policy & Benefit Grid – members can access at www.pehp.org or on Employer’s website.

Summary of Benefits & Coverage (SBC) – members can access at www.pehp.org or on Employer’s website.

Provider Directory - Provider directories for the Employer plans are found online at www.pehp.org. Provider directories are subject to change without notice. PEHP shall make reasonable efforts, as determined by PEHP, to inform Employer and Members if a material disruption shall occur to provider networks during the term of this Agreement.

Wellness Programs

PEHP offers the Healthy Utah wellness program for Employer. If Employer elects to offer additional wellness programs to employees, Employer shall be solely responsible for any federal law compliance related to such additional program, included taxability of rebates and tracking applicable wellness limits for employees.

By participating in PEHP’s Healthy Utah wellness program, Employer understands that PEHP will provide incentives and rebates to Member in conjunction with that program. PEHP will withhold taxes from those rebates in accordance with federal law requirements. These Member incentives are paid as claims from the Local Governments Risk Pool.

In addition to Member incentives, PEHP Healthy Utah may also incentivize Employers to encourage worksite wellness programs and activities through mini-grants and work well-being awards. These employer incentives are provided by PEHP through PEHP’s administrative costs, and not funded through the Local Governments Risk Pool reserves. While PEHP makes every effort to ensure these Employer incentives comply with Utah and federal law, Employer maintains sole responsibility regarding the appropriation and disbursement of these funds, and PEHP shall maintain no liability regarding these funds once provided to the Employer.

Domestic Partner

Employer has elected to provide coverage to Employer domestic partners. Domestic Partner means a person selected by an employee and meets the following criteria:

1. Resides in the same domicile with the employee for the past 12 consecutive months and intends to remain so;
2. Is at least 18 years of age;
3. Is not related to the employee in a way that would disqualify the individuals from being legally married under Utah law; and
4. Provides evidence to the employer that the Domestic Partner is dependent upon, or is mutually dependent with the employee.

Acceptable evidence shall include either: a) Any Internal Revenue Service form defining the Domestic Partner as a dependent; or b) Any three of the following four documents:

- (i) A joint loan obligation, mortgage, lease or joint ownership of a vehicle;
 - (ii) A life insurance policy, retirement benefits account, mutually granted power of attorney for healthcare or financial management, or a Will designating the Domestic Partner as beneficiary thereto, or Will of the employee or the Domestic Partner which designates the other as executor;
 - (iii) Proof showing that the employee or Domestic Partner is authorized to sign for purposes of the other's bank or credit account;
 - (iv) Proof of a joint bank or credit account.
5. Employer shall be solely responsible for determining the eligibility of domestic partners in accordance with this Agreement. Employer must maintain sufficient evidence of records to show eligibility for domestic partners.
 6. Employer shall be solely responsible to PEHP for any amounts incurred by ineligible domestic partners which were not eligible under this Agreement.
 7. Employer acknowledges that it shall be solely liable for any tax consequences related to domestic partners, and that PEHP maintains no responsibility of any kind for any taxes which may be owed. The Employer understands that it may need to impute income to the Employee if the domestic partner does not qualify as a tax dependent under federal law.

Legal Guardianship

Employer has elected to allow children under guardianship to remain covered by PEHP between ages 19-26 like natural born children. In order to continue enrollment, the guardian child must have been enrolled on the Employer's coverage prior to being 18 years of age and otherwise have met the qualifications for coverage as a guardian child. PEHP shall inform the Employer if a guardian child over the age of 19 has enrolled with PEHP on the monthly bill to Employer. The Employer understands that it may need to impute income to the employee if the guardian child does not qualify as a tax dependent under federal law. Employer acknowledges that it shall be solely liable for any tax consequences related to coverage of a guardian child over the age of 19, and that PEHP maintains no responsibility of any kind for any taxes which may be owed as a result of this coverage.

Early Retiree

Employer may elect to provide Early Retiree benefits to its Early Retirees. PEHP shall only enroll Employer's retirees if the following conditions are met:

1. Employer takes official action (i.e. City Council resolution; board action; etc.) to adopt an early retiree benefit policy and provides such policy to PEHP. Such policy shall define the eligibility standards for early retirees, including the time frames associated with early retiree coverage.
2. PEHP shall accept early retirees prospectively from the date of the official action forward. Employer acknowledges that early retirees are not eligible for continuing benefits (COBRA or mini-COBRA) after their early retiree period.
 - a. Early retiree rates shall be 102% of the active employee monthly rate prior to 18 months.
 - b. 130% of the active employee monthly rate after 18 months.
3. Employer shall pay all rates associated with early retirees. Any amounts owed by early retirees for coverage, shall be collected by Employer.

B Vesting Standards for LGRP

1. Employer hereby acknowledges that it participates in the Local Governments Risk Pool ("LGRP") sponsored by PEHP, which is a multi-employer self-funded risk pool. Participation in the LGRP requires meeting PEHP's vesting requirement, which include:
 - a. An Employer is vested with PEHP when either:
 - i. the Employer provides two years of specific plan benefits and claims costs to PEHP to appropriately determine rates; or
 - ii. the Employer continuously participates with PEHP in the LGRP for three years.
 - b. If an Employer is vested with PEHP, the Employer may terminate this agreement with no further obligation to LGRP. At the time of termination, the Employer shall not receive any LGRP reserve funds, and shall not pay any deficits incurred or paid by Employer to LGRP.
 - c. If Employer is not vested with PEHP and terminates this Agreement before becoming vested, Employer will immediately pay PEHP for any deficits incurred during its participation with LGRP. Deficits mean the difference between claims paid by PEHP, including administrative costs, and the rates paid by Employer, including all Employer allocated investment earnings or deficits. Deficits shall be solely determined by PEHP. Any calculations regarding deficits will include Employer's claims presented and paid by PEHP over the 12 months following Employer's termination of this Agreement.

- d. Any surpluses attributable to the Employer (when rates exceed premiums), whether vested or non-vested, will remain with PEHP for the benefit of the Employers participating in the LGRP.
2. Employer IS deemed vested by PEHP.

C Reinsurance

1. Each Employer shall participate in the PEHP Reinsurance Risk Pool and pay the applicable fees for such services. Reinsurance fees are included in the Employer's Rate, as outlined in Appendix Section A-2. The PEHP Reinsurance Risk Pool covers for the Employer:
 - a. Medical and pharmacy claims eligible under this Agreement and the Master Policy, according to the following limits and subject to the exclusions herein;
 - b. Large claims exceeding \$100,000 annually, calculated on an incurred in 12 months and paid in 15 months basis (specific stop loss coverage);
 - c. Aggregate risk pool claims that total between 120% to 135% of expected risk pool claims (aggregate stop loss coverage); and
 - d. Other purposes that PEHP and the Board may approve.
2. The PEHP Reinsurance Risk Pool specifically excludes coverage for any claims incurred:
 - a. Outside of the eligibility standards of this agreement or the Master Policy;
 - b. For benefits not specifically covered by the Master Policy;
 - c. That are excluded by PEHP's commercial reinsurance carrier;
 - d. By an Employee or Eligible Dependent who has committed fraud, criminal acts, or other breach of the Master Policy, as described in Section 2.1.7 of this Agreement; or
 - e. That are approved by Employer for processing and payment, despite being ineligible for payment under this Agreement, the Master Policy or the Employer plan benefit documents that have been approved by PEHP.
3. If the Employer approves claims or benefits not covered by this Agreement or the Master Policy, the Employer shall be responsible for all claims expenses associated with such charges. Notwithstanding any other provision of this Agreement, PEHP shall have no liability to pay any claims, benefits or make other payments that are not specifically stated in this Agreement or the Master Policy.
4. PEHP shall evaluate claims and pay reinsurance amounts on a monthly basis. PEHP shall pay claims which are paid under the Employer's plan year in accordance with the PEHP Master Policy.

A-1 ACA Reporting

D. IRS Reporting

1. Employer hereby asserts to PEHP that it is an “applicable large employer” as defined by federal law for ACA reporting purposes.
2. Employer agrees to provide PEHP with the necessary information, as solely determined by PEHP, and in a manner approved by PEHP, to accurately and timely comply with the above federal law reporting requirements. Such information may include, but is not limited to,
 - a. The employment status of full-time employees;
 - b. A designation of whether an employee is full-time employee as determined by federal law;
 - c. The eligibility for health coverage for full-time or non-full-time employees;
 - d. The amount of premium share the eligible employee would have to pay for the lowest cost single health coverage plan;
 - e. Social security numbers for dependents enrolled in the health coverage.
3. PEHP shall inform Employer of the reporting requirements and provide Employer a format and time deadline in which Employer must provide the necessary information to PEHP.
4. PEHP agrees to fill out all required reports under ACA Section 6055 and 6056 to the IRS, as well provide Employer’s full-time employees with the required notification. PEHP will work with employers to file the required reports.
5. The parties understand and agree that PEHP shall fill out these notifications and reports based on the information Employer provides to PEHP. Under no circumstances shall PEHP be responsible for any liability, penalty or damages of any kind or imposed by any entity for the Employer’s failure to provide timely, accurate or complete information to PEHP. PEHP’s liability in producing these reports, if any, is solely and strictly limited to those penalties imposed by federal law for reporting violations. As required by federal law, Employer shall be solely liable for any tax penalties imposed under IRC Section 4980H. PEHP shall never be liable to Employer for any damages, penalties or any other available remedy for a violation(s) of the ACA reporting requirements.
6. Failure by the Employer to provide timely or accurate information to PEHP as PEHP reasonably requests may, at PEHP’s sole discretion, void the obligations of PEHP under this Appendix A-1, D. In such a case, Employer shall remain responsible for any and all reporting requirements under federal law.

A-2 Rates

Summit Exclusive Traditional Option 1	\$932.22	\$1911.08	\$2585.02
Summit Exclusive Traditional Option 2	\$825.06	\$1707.84	\$2310.14
Summit Exclusive STAR HSA	\$718.92	\$1488.14	\$2012.94

A-3 Additional Terms

- A Following termination of this Agreement, PEHP shall pay claims incurred prior to termination of this Agreement for 12 months.
- B Conflict of Interest – Employer acknowledges that PEHP is a public employer, and that no employee or officer is related to any employee or officer of PEHP within two degrees of consanguinity except as has been previously disclosed to PEHP.
- C Additional Reporting Requests - PEHP shall provide regular reports to Employer as described in the Agreement. PEHP may provide additional reports to Employer as negotiated between Employer and PEHP. If such additional reports are agreed upon and authorized by PEHP, Employer agrees to pay PEHP the reasonable costs of producing such reports at the rate of \$20/hour and \$.10/page for printed reports.
- D Notice to Employer – Address
117 S Main #202
Monticello, UT 84535

A-4 Employer Portal

The PEHP Employer Portal through the website www.pehp.org if available for Employers 24 hours per day, seven days a week at no additional administrative charge to Employer. PEHP may temporarily suspend PEHP Employer Portal access and services at its discretion for maintenance or other quality control issues.

Employer will use PEHP Employer Portal in a manner consistent with applicable laws. Employer is solely responsible for all use of Employer’s PEHP Portal website account and for any violation of the terms of this section.

For purposes of this section, Employer’s “use”

(a) means

- (i) use by Employer’s employees, agents or contractors;
- (ii) use by Employer’s employees, agents or contractors, who following their separation from employment or engagement from Employer were enabled by the use of Employer’s signature obtained in their employment or engagement;
- (iii) use by any person who obtains Employer’s signature because of Employer’s negligence; and
- (iv) use by any person who obtains Employer’s signature from any person described in (i), (ii) or (iii) above; and

(b) specifically excludes the unauthorized use of Employer’s PEHP Employer Portal website account by any person who is not described in (a)(i) – (iv) above or who accesses or uses Employer’s signature without authorization from Employ



COMMISSION STAFF REPORT

MEETING DATE: December 6, 2022

ITEM TITLE, PRESENTER: Presentation and Ratification of the 2023 Five-Year Capital Investment Plan for the Cal Black Memorial Airport (U96). Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a motion approving the Notice of Award

SUMMARY

Each year the FAA and State of Utah requires that we update our Capital Investment Plan and provide it to them with the reduction of last year's projects. Included in your packet are the projects that have been bumped up a year as well as those projects that we moved to future years as well as new projects to be considered and reviewed by the FAA and State.

HISTORY/PAST ACTION

The project list is created for 10 years of which adjustments can be made to it annually but gives everyone a good idea as to which projects are planned for in the future so that funds can be appropriately allocated by all parties.

FISCAL IMPACT

Each year, the airport receives Entitlement funds, these are banked with the FAA for future projects. In the past, we have lent our entitlement funds to other airports in the State, when we have substantial projects then we receive those loaned entitlement funds back in addition to those accumulated to help fund projects.

There is a local commitment of funds of 10% which is split equally by the County and the State (4.685%)

On the spreadsheet, you will see a new column Infrastructure (BIL) Funds. The FAA released the second round Bipartisan Infrastructure Law (BIL) FY23 Airport Infrastructure Grant (AIG) Allocations. The money can be invested in runways, taxiways, safety, sustainability, terminal, airport-transit connection, and roadway projects. This is a once-in-a-generation investment in America's future, modernizing infrastructure, increasing equity in transportation, helping fight climate change, strengthening our supply chain and creating jobs. Cal Black Airport was awarded \$113,000 initial funds for 2023.

CIP DATA SHEET

Directions: Please complete a CIP Data Sheet for each project requested in the first five years of the CIP (FY 23-27).

Part 1: Applicant Information

Airport Name: Cal Black Memorial (U96)	Date: 11/9/2022
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Part 2: Project Information

Project Description: Install Weather Reporting Equipment (Replace/Relocate AWOS-3)	Requested Federal Fiscal Year: 2023 (AIP + BIL AIG)	Local Priority: #1 in FY2023
Scope of Work: Replace and relocate AWOS-3. The existing AWOS-3 equipment will be replaced and relocated. Project items will include removing existing AWOS equipment, installing new equipment foundation, utility improvements (extend power), equipment installation and FAA acceptance/commissioning.		
Is this a phased project? No	If yes, Phase #:	Is this a new project?No
Justification: The existing weather reporting equipment is an AWOS-3 system that reports altimeter setting, wind data, temperature, dew point, density altitude, visibility, and cloud/ceiling data. It was installed in 2002 and has surpassed its useful lifespan of 15 years per FAA guidance. With local current and certified weather conditions provided by the AWOS III, pilots can more accurately prepare for departure or arrival at Cal Black, increasing safety. The AWOS III also assists in regional emergency needs, including medical, firefighting and search/rescue needs. 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.		

Part 3: Proposed Project Cost Estimate

JVIATION

**Cal Black Municipal Airport
2023 Install Weather Observation System III
Cost Estimate
November 9, 2022**

2023 Install AWOS III					
ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
C-105	Mobilization (10%)	LS	1	\$ 18,500.00	\$ 18,500.00
L-126	Install AWOS III	LS	1	\$ 185,000.00	\$ 185,000.00
Subtotal					\$ 204,000.00
15% Contingency					\$ 31,000.00
Design and Construction Administration					\$ 52,000.00
Total Construction Cost					\$ 287,000.00

Part 4: Project Sketch (if applicable)
Clearly designate specific area of work involved.

Part 5: Contact Designation

The Sponsor hereby designates the following as the contact for all questions regarding this project:	
Name: Mack McDonald	Title: County Administrator (San Juan County)
Address: 117 South Main	City, State, Zip: Monticello, UT 84535
Phone: 435-587-3225	Email: mmcdonald@sanjuancounty.org

CIP DATA SHEET

Directions: Please complete a CIP Data Sheet for each project requested in the first five years of the CIP (FY 23-27).

Part 1: Applicant Information

Airport Name: Cal Black Memorial (U96)	Date: 11/9/2022
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Part 2: Project Information

Project Description: Rehabilitate/replace airport beacon	Requested Federal Fiscal Year: 2023 (BIL AIG)	Local Priority: #2 in FY2023
Scope of Work: The existing airport beacon will be replaced which includes the tower and rotating beacon. Project items will include removing existing beacon and tower, installing new tower foundation (as necessary) and equipment installation.		
Is this a phased project? No	If yes, Phase #:	Is this a new project? Yes
Justification: The existing airport beacon was installed in 2005, has operated continuously during night hours for 17 years and has exceeded its useful life. Annual equipment maintenance costs are increasing and system reliability is decreasing; the beacon needs to be replaced. The purpose of this visual NAVAID is to identify an airports location at night and when low visibility conditions exist; it is an integral part of the airfield lighting system. An airport beacon can be seen from a great distance, much further than the runway edge lights; thus its importance to pilots and U96 in the vastness of southeast Utah.		

Part 3: Proposed Project Cost Estimate



Cal Black Municipal Airport 2023 Replace Beacon Cost Estimate November 9, 2022

2023 Replace Beacon					
ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
C-105	Mobilization (10%)	LS	1	\$ 3,000.00	\$ 3,000.00
L-126	Replace Beacon	LS	1	\$ 30,000.00	\$ 30,000.00
Subtotal					\$ 33,000.00
15% Contingency					\$ 5,000.00
Design and Construction Administration					\$ 9,000.00
Total Construction Cost					\$ 47,000.00

Part 4: Project Sketch (if applicable)
Clearly designate specific area of work involved.

Part 5: Contact Designation

The Sponsor hereby designates the following as the contact for all questions regarding this project:

Name: Mack McDonald	Title: County Administrator (San Juan County)
Address: 117 South Main	City, State, Zip: Monticello, UT 84535
Phone: 435-587-3225	Email: mmcdonald@sanjuancounty.org

CIP DATA SHEET

Directions: Please complete a CIP Data Sheet for each project requested in the first five years of the CIP (FY 23-27).

Part 1: Applicant Information

Airport Name: Cal Black Memorial (U96)

Date: 11/9/2022

Part 2: Project Information

Project Description: Rehabilitate parallel TW A – Phase I (design) & Phase II (construction)	Requested Federal Fiscal Year: 2024 & 2025 (AIP)	Local Priority: #1 in FY2024 & FY2025
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Scope of Work:

This project includes the rehabilitation of parallel TW A and associated connector TWs pavement. Parallel TW A is 25' x 5700' and there are four 25' x 190' connector TWs. Phase I (design) will include the development and preparation of the project plans, contract documents, technical specifications, Construction Safety Phasing Plan (CSPP) and design report in preparation for FY2025 advertisement and construction. Phase II includes construction administration/management services and construction work items such as asphalt removal, asphalt paving, shoulder grading, minor safety area grading (as required), and pavement marking.

Is this a phased project? Yes

If yes, Phase #: I (FY2024) & II (FY2025)

Is this a new project? No

Justification:

A 2019 UDOT pavement management evaluation reported parallel TW A and connector TWs pavement PCI = 61. Current FAA/UDOT pavement management guidance supports rehabilitation based on this PCI rating and industry M&R standards recommend rehabilitation before the pavement's rate of deterioration sharply increases. This rehabilitation will extend the useful life of the taxiway system pavement structure and will protect against a costlier reconstruction several years later. The proposed pavement replacement will provide a restoration of the TW pavement's original functionality and slow the rate of pavement subsurface deterioration.

Part 3: Proposed Project Cost Estimate

JVIATION[®]

Cal Black Municipal Airport

Rehabilitate Taxiway A

2024 - Phase I (Design) / 2025 - Phase II (Construction)

Cost Estimate

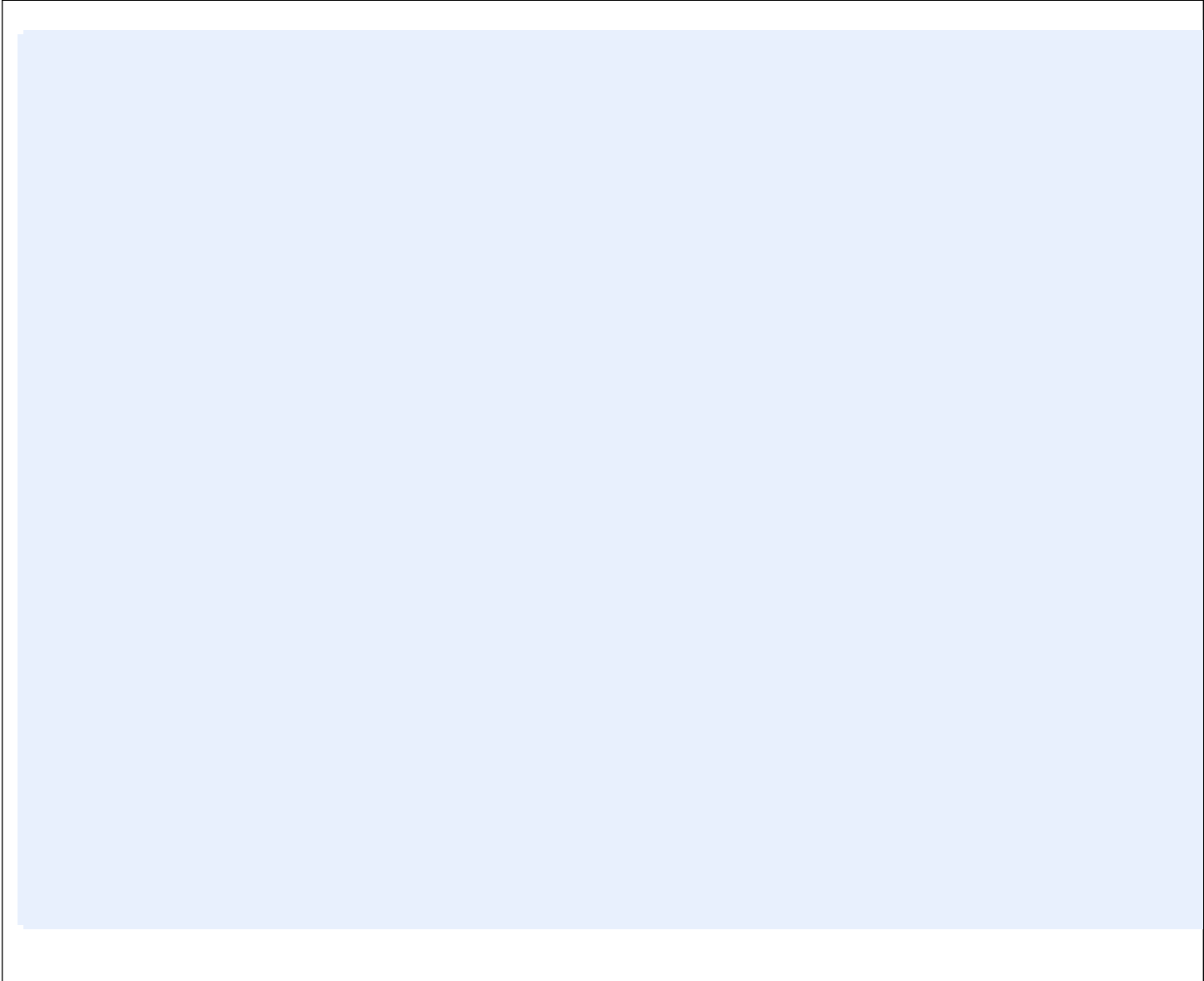
ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
C-105	Mobilization (10%)	LS	1	\$ 125,000.00	\$ 125,000.00
P-101	Asphalt Removal (3")	SY	17,300	\$ 6.00	\$ 103,800.00
P-151	Clearing and Grubbing	ACRES	15	\$ 1,200.00	\$ 18,000.00
P-152	Subgrade Preparation	SY	18,000	\$ 10.00	\$ 180,000.00
P-208	Granular Base Course (4")	CY	2,000	\$ 120.00	\$ 240,000.00
P-403	Asphalt Surface Course (4")	Tons	4,100	\$ 160.00	\$ 656,000.00
P-603	Emulsified Asphalt Tack Coat	Tons	4	\$ 1,500.00	\$ 6,000.00
P-620	Temporary Pavement Markings	SF	3,100	\$ 10.00	\$ 31,000.00
P-620b	Permanent Pavement Markings	SF	3,100	\$ 5.00	\$ 15,500.00
Subtotal					\$ 1,376,000.00
15% Contingency					\$ 207,000.00
Construction Administration					\$ 238,000.00

2024 Phase I Design Cost \$ 175,000.00

2025 Phase II Construction Cost \$ 1,821,000.00

Part 4: Project Sketch (if applicable)

Clearly designate specific area of work involved.



Part 5: Contact Designation

The Sponsor hereby designates the following as the contact for all questions regarding this project:	
Name: Mack McDonald	Title: County Administrator (San Juan County)
Address: 117 South Main	City, State, Zip: Monticello, UT 84535
Phone: 435-587-3225	Email: mmcdonald@sanjuancounty.org

CIP DATA SHEET

Directions: Please complete a CIP Data Sheet for each project requested in the first five years of the CIP (FY 23-27).

Part 1: Applicant Information

Airport Name: Cal Black Memorial (U96)	Date: 11/9/2022
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Part 2: Project Information

Project Description: Install parallel TW A Lighting (LED) - Phase I (design) & Phase II (construction)	Requested Federal Fiscal Year: 2024 & 2025 (AIP)	Local Priority: #2 in FY2024 & FY2025
Scope of Work: This project includes installing parallel TW A and associated connector TWs edge lighting. Phase I (design only) will include the development and preparation of the project plans, contract documents, technical specifications, Construction Safety Phasing Plan (CSPP) and design report in preparation for FY2025 advertisement and construction. Phase II includes construction administration/management services and construction work items such as light cans/bases, conduit, cable, counterpoise/ground rods, light transformers/fixtures, signs and electrical vault upgrades.		
Is this a phased project? Yes	If yes, Phase #: I (FY2024) & II (FY2025)	Is this a new project? No
Justification: Parallel TW A and associated connector TWs edge lighting does not currently exist. The installation of the taxiway lighting system, which will define the lateral and longitudinal limits of the taxiway and connector pavements, will allow users to safely operate at nighttime. U96 aircraft operations are increasing at night due to southeast Utah recreational users choosing to depart when density altitude conditions are more favorable. The popularity of Lake Powell continues and with a large number of recreationalists, the need for emergency services increases. Flight for Life aircraft operate at U96 for this purpose and taxiway edge lights will provide a safer nighttime operating environment for them. The new medium intensity taxiway lights (MITL) will be LED. LED edge lights are a practical alternative to incandescent airport light fixtures and reduce long-term maintenance and energy costs.		

Part 3: Proposed Project Cost Estimate



Cal Black Municipal Airport Taxiway A Lighting

2024 - Phase I (Design) / 2025 - Phase II (Construction)

Cost Estimate

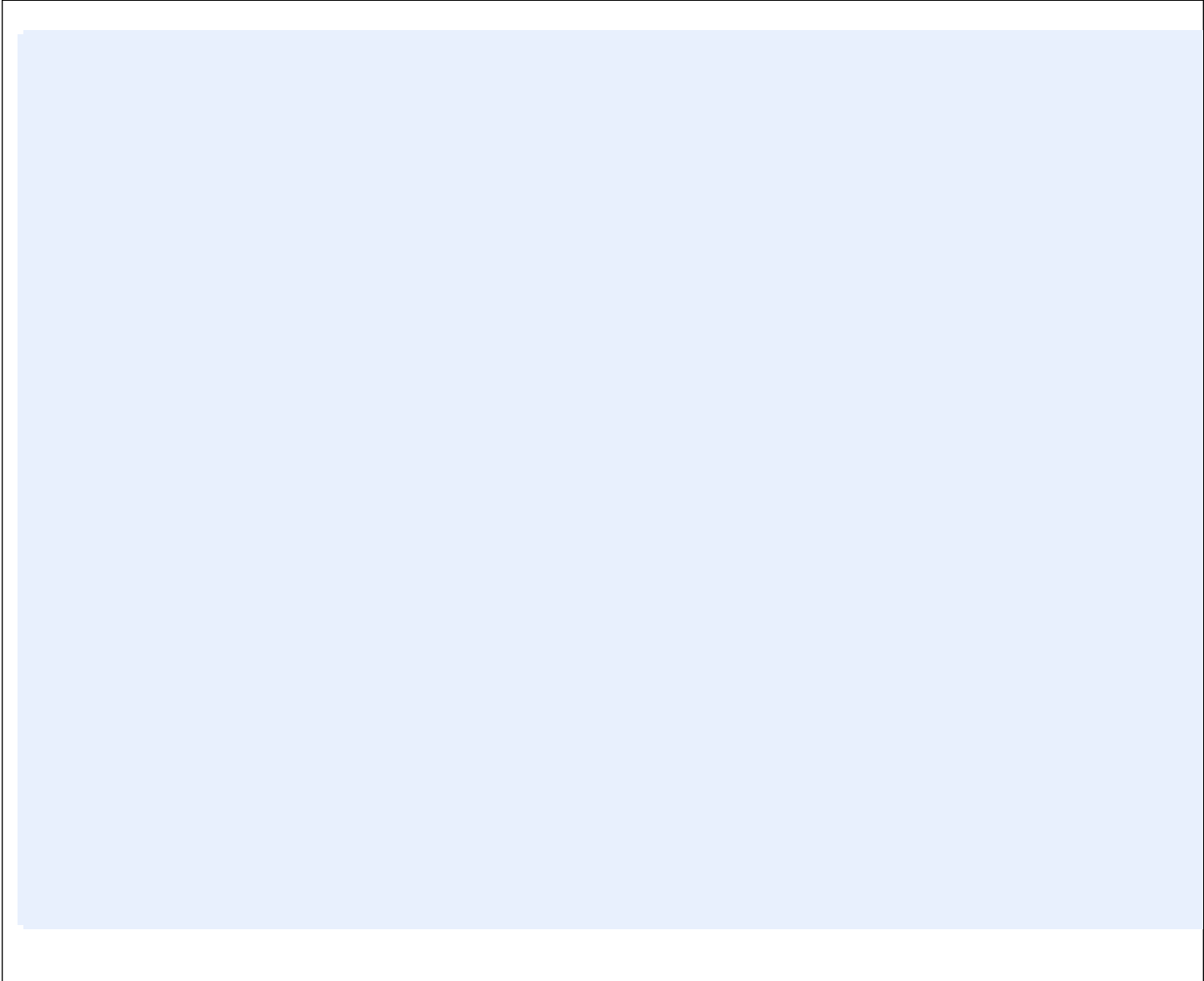
ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
C-105	Mobilization (10%)	LS	1	\$ 38,300.00	\$ 38,300.00
L-108a	Install #8 AWG 5000V, Wire	LF	40,000	\$ 3.25	\$ 130,000.00
L-108b	Install #6 AWG Bare Copper Wire	LF	12,000	\$ 4.00	\$ 48,000.00
L-109	Install L-828 Constant Current Regulator	EA	1	\$ 15,000.00	\$ 15,000.00
L-110a	Install 2" PVC Conduit DEB	LF	8,000	\$ 10.00	\$ 80,000.00
L-110b	Install 2" PVC Conduit CE	LF	200	\$ 65.00	\$ 13,000.00
L-115	Install Junction Box	EA	12	\$ 850.00	\$ 10,200.00
L-125a	Install Base Mounted TW Edge Lights	EA	60	\$ 1,400.00	\$ 84,000.00
L-125b	Remove Taxiway Reflectors	EA	60	\$ 50.00	\$ 3,000.00
Subtotal					\$ 422,000.00
15% Contingency					\$ 64,000.00
Construction Administration					\$ 54,000.00

2024 Phase I Design Cost	\$ 73,000.00
2025 Phase II Construction Cost	\$ 540,000.00

Part 4: Project Sketch (if applicable)

Item 10.

Clearly designate specific area of work involved.



Part 5: Contact Designation

The Sponsor hereby designates the following as the contact for all questions regarding this project:	
Name: Mack McDonald	Title: County Administrator (San Juan County)
Address: 117 South Main	City, State, Zip: Monticello, UT 84535
Phone: 435-587-3225	Email: mmcdonald@sanjuancounty.org

CIP DATA SHEET

Directions: Please complete a CIP Data Sheet for each project requested in the first five years of the CIP (FY 23-27).

Part 1: Applicant Information

Airport Name: Cal Black Memorial (U96)

Date: 11/9/2022

Part 2: Project Information

Project Description: Construct Taxilane	Requested Federal Fiscal Year: 2025 (BIL AIG)	Local Priority: #3 in FY2025
Scope of Work: New taxilane will be 25' x 300' (840 SY), will begin south of the terminal approximately at the midpoint of the existing aircraft parking apron and aligned east/west. Proposed surface pavement will be asphalt and taxilane geometrics will support aircraft in ADG I and TDG 1a/1b.		
Is this a phased project? No	If yes, Phase #:	Is this a new project? Yes
Justification: This taxilane will provide a defined path for aircraft to transition between the aircraft parking apron area and a future hangar development area. The taxilane development is necessary to accommodate general aviation development demand at U96. The revenue from additional aviation development at U96 will assist to maintain financial self-sustainability.		

Part 3: Proposed Project Cost Estimate

JVIATION

**Cal Black Municipal Airport
2025 Construct Taxilane
Cost Estimate
November 9, 2022**

2025 Construct Taxilane					
ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
C-105	Mobilization (10%)	LS	1	\$ 24,500.00	\$ 24,500.00
P-151	Clearing and Grubbing	ACRES	1	\$ 1,200.00	\$ 1,200.00
P-152a	Subgrade Preparation	SY	900	\$ 10.00	\$ 9,000.00
P-152b	Unclassified Excavation (24")	CY	600	\$ 50.00	\$ 30,000.00
P-152c	Granular Embankment (12")	CY	300	\$ 80.00	\$ 24,000.00
P-209	Aggregate Base Course (6")	CY	200	\$ 120.00	\$ 24,000.00
P-403	Asphalt Surface Course (4")	Tons	300	\$ 160.00	\$ 48,000.00
P-603	Emulsified Asphalt Tack Coat	Tons	1	\$ 1,500.00	\$ 1,500.00
P-620	Temporary Pavement Markings	SF	300	\$ 15.00	\$ 4,500.00
P-620b	Permanent Pavement Markings	SF	300	\$ 10.00	\$ 3,000.00
D-701	Drainage	LS	1	\$ 100,000.00	\$ 100,000.00
Subtotal					\$ 270,000.00
25% Contingency					\$ 68,000.00
Design and Construction Administration					\$ 75,000.00
Total Construction Cost					\$ 413,000.00

Part 4: Project Sketch (if applicable)
Clearly designate specific area of work involved.

Part 5: Contact Designation

The Sponsor hereby designates the following as the contact for all questions regarding this project:

Name: Mack McDonald	Title: County Administrator (San Juan County)
Address: 117 South Main	City, State, Zip: Monticello, UT 84535
Phone: 435-587-3225	Email: mmcdonald@sanjuancounty.org

CIP DATA SHEET

Directions: Please complete a CIP Data Sheet for each project requested in the first five years of the CIP (FY 23-27).

Part 1: Applicant Information

Airport Name: Cal Black Memorial (U96)

Date: 11/9/2022

Part 2: Project Information

Project Description: Upgrade airport solar power equipment	Requested Federal Fiscal Year: 2027 (AIP)	Local Priority: Click here to enter the local priority of this project.
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Scope of Work:

Upgrade airport solar power equipment. Major components of this system include the battery/storage system, solar arrays, back-up generator and the existing vault. Project design will include a review of the existing system and analysis of the airports current and future power needs and bid documents will be developed from this analysis (eg., contract docs, technical specifications and plan sheets).

Is this a phased project? No

If yes, Phase #:

Is this a new project? No

Justification:

The existing airport lighting system is dependent on solar power due to the lack of available utilities (power). The existing solar power equipment was installed in 1992, was augmented in 2003 and refurbished in 2014 (AIP-14). Due to the local environmental conditions, advancement of solar power technology and the systems constant use, the existing system has outlived its useful life and needs to be upgraded to provide reliable power to the airport. This upgraded solar power source will provide power to keep the RW 1/19 edge lighting and NAVAIDs operational, thus maintaining airport safety and useability.

Part 3: Proposed Project Cost Estimate

Cal Black Municipal Airport 2027 Upgrade Solar Power Equipment Cost Estimate November 9, 2022

2027 Upgrade Solar Power Equipment

ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
	Upgrade Solar Power Equipment	LS	1	\$ 240,000.00	\$ 240,000.00
Subtotal					\$ 240,000.00
15% Contingency					\$ 36,000.00
Design and Construction Administration					\$ 61,000.00
Total Construction Cost					\$ 337,000.00

Part 4: Project Sketch (if applicable)
Clearly designate specific area of work involved.

Part 5: Contact Designation

The Sponsor hereby designates the following as the contact for all questions regarding this project:	
Name: Mack McDonald	Title: County Administrator (San Juan County)
Address: 117 South Main	City, State, Zip: Monticello, UT 84535
Phone: 435-587-3225	Email: mmcdonald@sanjuancounty.org








CAL BLACK MUNICIPAL AIRPORT
CAPITAL IMPROVEMENT PLAN
HALLS, UT - November 2022

YEAR	DESCRIPTION	TOTAL ESTIMATED PROJECT COST 2022 DOLLARS	FUNDING SOURCES					NEPA DOCUMENT
			FEDERAL (90.63%)			LOCAL(4.685%)	STATE (4.685%)	
			ENTITLEMENT	STATE APPORTIONMENT / DISCRETIONARY	INFRASTRUCTURE (BIL) FUNDS			
2023	Install Weather Reporting Equipment (AWOS III)	\$ 286,881	\$ 150,000		\$ 110,000	\$ 13,440	\$ 13,440	MEMO/CATEX
	Replace Beacon				\$ 40,000	\$ 2,068	\$ 2,068	MEMO
2024	Rehabilitate Taxiway (parallel TW A (25' x 5700') and associated connectors (25' x 190' (4 each))..mill/fill) (PCI = 74 (2015) projected PCI = 53 (2025)) Ph I - Design only	\$ 165,508	\$ 150,000			\$ 7,754	\$ 7,754	CATEX
	Install taxiway edge lighting (parallel TW A and associated connectors (4 each)) Ph I – Design only	\$ 82,754	\$ 75,000			\$ 3,877	\$ 3,877	CATEX
2025	Rehabilitate Taxiway (parallel TW A (25' x 5700') and Associated Connectors (25' x 190' (4 each))..mill/fill) (PCI = 74 (2015) projected PCI = 53 (2025)) Ph II - Construction	\$ 1,875,759	\$ 450,000	\$ 1,250,000		\$ 87,879	\$ 87,879	CATEX (2024)
	Install taxiway edge lighting (parallel TW A and associated connectors (4 each)) Ph II – Construction	\$ 551,694		\$ 500,000		\$ 25,847	\$ 25,847	CATEX (2024)
	Construct Taxilane				\$ 400,000			
2026	Transfer NPE to xxxxx							
2027	Upgrade Solar Power Equipment	\$ 331,016	\$ 300,000			\$ 15,508	\$ 15,508	MEMO
	Airport Pavement Preservation (RWY and TWY)	\$ 300,000				\$ 30,000	\$ 270,000	
	SUBTOTAL 2023 - 2027 (5 -Years)	\$ 3,593,611	\$ 1,125,000	\$ 1,750,000	\$ 550,000	\$ 186,373	\$ 426,373	
2028	Transfer NPE to xxxxx					\$ -	\$ -	
2029	Rehabilitate Apron ((750' x 205') mill/fill) (PCI = 74 (2015) projected PCI = 53 (2025)) Ph I - Design only	\$ 165,508	\$ 150,000			\$ 7,754	\$ 7,754	CATEX
2030	Rehabilitate Apron ((750' x 205') mill/fill) (PCI = 74 (2015) projected PCI = 53 (2025)) Ph II - Construction	\$ 1,655,081	\$ 300,000	\$ 1,200,000		\$ 77,541	\$ 77,541	CATEX (2029)
2031	Transfer NPE to xxxxx							
2032	Airport Pavement Preservation	\$ 496,524	\$ 450,000			\$ 23,262	\$ 23,262	MEMO
	SUBTOTAL 2028 - 2032 (5 -Years)	\$ 2,317,114	\$ 900,000	\$ 1,200,000	\$ -	\$ 108,557	\$ 108,557	

U96 (Hall/Cal Black)

2023 Capital Improvement Plan

Legend

-  U96 - Pavement Preservation (RWY, TWY and Apron) (Item 10.)
-  U96 - Construct Taxiway (2025)
-  U96 - Install Weather Reporting Equipment (AWOS III) (2022)
-  U96 - Rehabilitate Taxiway (2024 & 2025)
-  U96 - Replace electrical system (Solar Power Equipment) (2027)





COMMISSION STAFF REPORT

MEETING DATE: December 6, 2022

ITEM TITLE, PRESENTER: Consideration and Approval of a Notice of Award and Intent to Negotiate a Contract with Jviation, a Woopert Company, for Engineering and Consulting Services for the Cal Black Memorial Airport (U96). Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a motion approving the Notice of Award

SUMMARY

On November 11, 2022, San Juan County issued a Request for Statements of Qualifications and Experience for Engineering and Consulting Services for the Cal Black Airport in accordance with Federal Aviation Advisory Circular 150/5100-14E, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects, and 49 CFR Part 18 for these services.

Based on the response to the Request Jviation, a Woolpert Company, is the apparent most responsive and responsible proposal.

HISTORY/PAST ACTION

Jviation has been our Engineering and Consulting Firm since the beginning of the Cal Black Airport as it transitioned from a Halls Crossing dirt airstrip in the late 1980's and was transferred from the National Park Service and the Bureau of Land Management in 1990.

FISCAL IMPACT

Fees will be negotiated for projects on a task-order basis as grants are obtained. Cost or fee information is not to be submitted with this proposal.

AIRPORT ENGINEERING SERVICES

STATEMENT OF QUALIFICATIONS
DECEMBER 1, 2022

JVIATION[®]
A WOOLPERT COMPANY

35 SOUTH 400 WEST, SUITE 200
ST. GEORGE, UT 84770
T. 435.673.4677
WWW.JVIATION.COM



December 1, 2022

Mr. Mack McDonald
117 South Main
P.O. Box #9
Monticello, Utah 84535

RE: Statement of Qualifications and Experience for Engineering Services for the Cal Black Memorial Airport

Dear Members of the Selection Committee:

Jviation has been a proud partner with San Juan County and the Cal Black Memorial Airport (U96) since the Airport's inception. From completing the initial master plan for the airport development (1989) and managing the construction of the Airport (1991/1992) to delivering timely upgrade and maintenance projects to ensure a safe, efficient, and cost-effective operation—we have been an extension of your staff for over 30 years.

All pavements, lighting, and infrastructure constructed on the Airport have been in operation and meeting the requirements of the aviation community for the last 30 years. The routine maintenance program that has been implemented is a success story of how to build and maintain an airport while minimizing the cost of operations to the County.

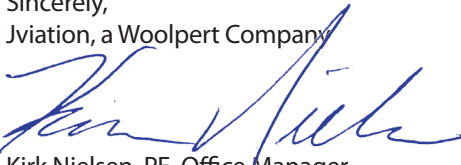
We have worked hand-in-hand with the County to solicit the funding needed for pavement preservation projects to maximize the life of the facilities. As a trusted advisor to the County, there have been no compliance issues or federal audits at the Airport. **We view San Juan County as one of our top priority clients due to the length of our relationship and the number of Jviation employees who called San Juan County home.**

Through our long-term relationship with you, our team is uniquely qualified to continue to serve as your airport consultant. We bring the following benefits.

- Unsurpassed institutional knowledge of U96's complexities, systems, and needs that results in efficient project delivery and cost savings.
- Consistent project leadership to mentor newer team members—This ensures leadership knowledge is disseminated and stays with the team.
- A thorough and timely development plan that allows the Airport to operate at a low cost to the County while maximizing your return on investment.
- Agile and responsive service with same-day response.
- A vested interest in U96's success—demonstrated by our 30-year relationship and proven track record of delivery.

We offer the right mix of personnel, experience, expertise, and local knowledge needed to accomplish all of your project goals. We would be privileged to be reselected to work with you for another five years. Please contact me at 435.574.5318 should you have any questions regarding this submittal.

Sincerely,
Jviation, a Woolpert Company



Kirk Nielsen, PE, Office Manager
kirk.nielsen@woolpert.com

The Jviation leadership and technical personnel have jointly supported U96 with on-call engineering projects for over 30 years. We bring a highly knowledgeable and well-integrated team to serve your needs.

Capability of the Firm to Perform All Aspects of the Project

Jviation is excited for the opportunity to continue our partnership with U96 to achieve your development goals. We provide an efficient and responsive team with extensive experience at U96, an in-depth understanding of your development challenges, and a commitment to the San Juan County community.

Jviation, a Woolpert Company, is focused on providing the highest level of quality engineering, architectural, and aviation consulting services. Personalized professional services are the cornerstone of our company. Jviation's team of professionals has been working in the Northwest Mountain Region longer than any other firm. We also provide U96 with strong local and regional knowledge, and long-standing working relationships with UDOT Aeronautics and the FAA.

The Jviation team was assembled to efficiently and effectively address the development goals of U96. Our team for U96 is Southern Utah based and has a proven track record at U96 and similar airports, knowledge and understanding of the aviation industry from varying perspectives, and a strong commitment to consistent, quality professional services.

Jviation recently joined Woolpert, Inc. as a wholly-owned subsidiary. Our combined aviation resources further enhance our ability to provide a depth and breadth of aviation-centric skilled resources to support any needs of the Airport.

Jviation, a Woolpert Company

Jviation is a planning, design, and construction management firm **focused on aviation-related projects**. This concentrated focus provides U96 with a team of professionals that possess an in-depth understanding of the aviation industry and the dynamics and legalities of working at airports, from every angle.

Several members of our staff have direct experience as airport, County, State Aeronautics, and FAA employees, as well as hold various pilot ratings. This experience enables them to bring a unique perspective regarding development issues when planning and implementing projects.

We bring more than just the traditional approach to engineering, architectural, and construction projects. We bring a holistic approach to your technical and business challenges, with value-added resources skilled in state and federal funding, economic development, public policy, community outreach, partner facilitation, and government relations. This holistic approach provides us with the unique ability to focus on the big picture and work with you to navigate complex business issues to achieve your overall vision, as well as provide resources skilled at developing technically sound solutions at the project level.

Jviation provides services to over 95 airport and 10 State Department of Transportation clients.

The planners, engineers, architects, surveyors, and construction professionals at Jviation focus on aviation development projects. This focus provides an important benefit to our clients, as our professionals fully understand the airport operating environment and how to provide solutions within this context that minimize disruption to existing operations, while meeting all applicable regulations and design standards.

Aviation At A Glance

165+

aviation-focused professionals

1800+

employee bench strength to support as needed

14

aviation-focused professionals in Utah

75%

of our projects completed within the FAA Northwest Mountain Region

600+

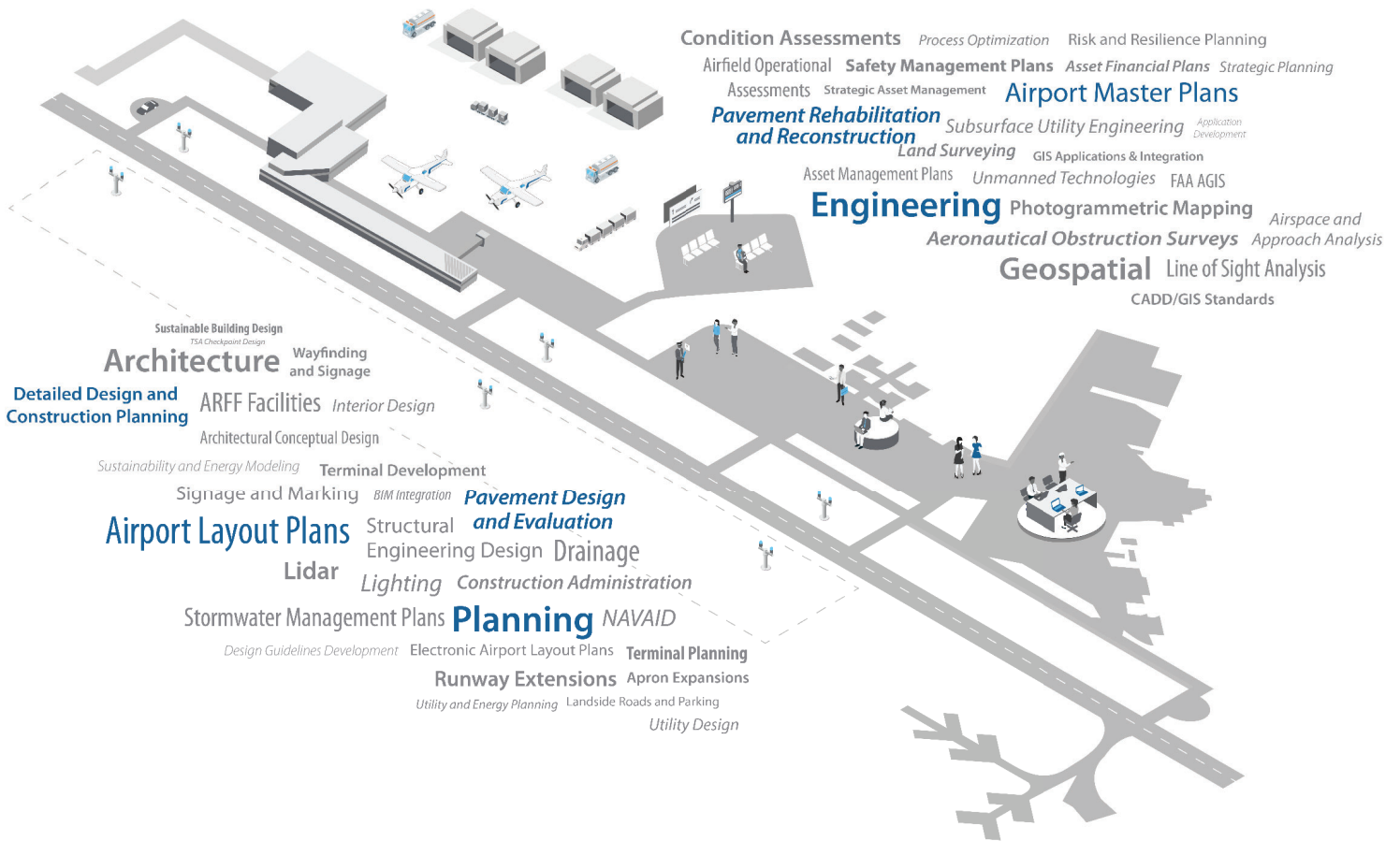
aviation projects completed in past 10 years

30+

years serving as U96's Engineer of Record

Our Team’s Technical Capabilities

Jviation understands the operational and financial challenges facing airports today. We focus on developing solutions that best address the airport’s physical constraints, the needs of the users, and the community it serves. Our team’s capabilities are summarized in the graphic below.



Capability to Administer Projects Funded by the FAA

As an aviation-centric firm, Jviation has long-standing relationships with FAA personnel in the Northwest Mountain Region and the Denver Airports District Office. Through these relationships, Jviation is intimately familiar with the requirements of FAA policies, procedures, and advisory circulars. **Our knowledge of these requirements allows us to assist U96 in completing your projects in a way that is fully compliant with your grant requirements and enhance the Airport’s ability to secure future grant funding.**

A forte of Jviation’s includes preparing the necessary paperwork required as part of the FAA grant process. These tasks include disadvantaged business plans, FAA categorical exclusion documentation, grant applications, CIP’s, project reports, sponsor certification forms, and other aspects needed.

Reputation

Our company’s success depends upon our reputation and the consistent quality of our projects. We encourage you to contact any of our clients to learn more about the Jviation team. Our references for whom we have provided similar services to those proposed at U96 are provided on page 4 and 5 of this submittal.

Recent Experience with Comparable Projects

Our team brings extensive experience working on numerous airports that are comparable in size and complexity to U96. The aviation experience of Jviation’s staff consists of hundreds of planning, design, engineering, and construction management projects for numerous airport sponsors, the FAA, and UDOT. The map to the right highlights our Utah clients. Over the past several years, we have been privileged to be reselected by all these airports to support their engineering needs. **Our success has come from our reputation, our ability to form a true partnership with our airport clients and sponsors, and the consistent quality of the projects we complete.**

Our experience with U96 and similar Utah airports, combined with our extensive long-term regional experience, results in a team with no learning curve and the ability to continue work immediately. Our team offers U96:

- Key individuals who are very familiar with upcoming projects and can provide project management, design phase services, and construction administration.
- Southern Utah-based aviation personnel that are closer and more responsive to U96 than other firms.
- Value-added services or what we call our toolbox of resources.
- Efficiencies for U96 due to our knowledge and historic perspective of the Airport.
- Efficiencies for U96 because of our relationships with FAA Denver ADO and UDOT Aeronautics.

We have summarized some of our experience as it relates to the anticipated projects at U96 in the table below. Representative project summaries follow.



Airport	Relocate and Update AWOS Equipment	Rehabilitation/Replacement of Airport Beacon Light	Taxiway, Runway, and /or Apron Design and Construction	Airfield Lighting	Upgrade Airport Solar Power Equipment	Pavement Preservation	Construction Management	FAA/State Funding / Grant Administration	CIP Development	General Aviation Airport Similar in Size and Complexity to U96
Cal Black Memorial Airport, UT		■	■	■	■	■	■	■	■	■
Kanab Municipal Airport, UT	■		■	■		■	■	■	■	■
Nephi Municipal Airport, UT	■	■	■	■		■	■	■	■	■
Richfield Municipal Airport, UT	■	■	■	■		■	■	■	■	■
Brigham City Regional Airport, UT		■	■	■		■	■	■	■	
Beaver City Municipal Airport, UT	■		■	■		■	■	■	■	■
Carbon County Regional Airport, UT		■	■	■		■	■	■	■	■
Cedar City Regional Airport, UT		■	■	■		■	■	■	■	
St. George Regional Airport, UT			■	■		■	■	■	■	



ON-CALL ENGINEERING SERVICES

KANAB MUNICIPAL AIRPORT, KANAB, UTAH

Runway Rehabilitation. Jviation rehabilitated the entire runway surface. This included milling the full depth of the Porous Friction Course (PFC) off the surface of the runway; repairing any minor and major cracks showing on the milled surface; placing a tack coat on the milled surface; paving a leveling course, and then a 2-inch lift of new P-401 bituminous surface course; regrading the runway shoulders with the PFC asphalt millings; grooving the runway; and repainting the runway paint markings.

Snow Removal Equipment Acquisition.

Jviation assisted the airport acquire a Multi-use Tractor (4-wheel drive, diesel powered); 14-foot tractor-mounted Broom; 12-foot Snow Plow Blade; Loader Bucket attachment; and 8-foot wide Box Blade.

Construction of Electrical Vault Building and Replacement of PAPI Equipment.

The purpose of this project was to provide an electrical vault to protect the airfield electrical equipment and provide central access to airfield electrical controls. This project also replaced equipment in the electrical vault including the regulator, switches and panels. Replacing the precision approach path indicator (PAPI) equipment, which had outlived its useful lifespan and was operating inefficiently, was also included in this project.

** Jviation has establish a DBE program for Kanab Municipal Airport.*

REFERENCE: Jeff Turner, Airport Manager, 435.644.2299



ON-CALL ENGINEERING SERVICES

BEAVER CITY MUNICIPAL AIRPORT, BEAVER, UTAH

Partial Parallel Taxiway Turnaround.

Jviation provided construction oversight for the construction of Taxiway A1, Taxiway A2 and Taxiway A from Taxiway A1 to A2. This project provided safety enhancements to provide efficient turnaround capabilities for aircraft using Runway 31.

Runway 13-31. Jviation provided design and construction oversight for the rehabilitation of Runway 13-31 at the Airport. The runway project included removing the asphalt and re-grading the existing base course and adding base to meet new design grades. Runway lighting was adjusted to match new shoulder elevations. Pavement maintenance was also performed for the taxiway and ramps.

AWOS Installation. Jviation worked with the Airport to replace the existing Automated Weather Observing Systems equipment with new equipment.

Pavement Maintenance. Jviation has worked with U52 on a pavement preservation schedule. In 2020, the project includes applying pavement sealing and rejuvenator products to the runway.

** As part of our contract, Jviation has establish a DBE program for U52.*

REFERENCE: Jason Brown, City Manager, 435.438.2451



ON-CALL ENGINEERING SERVICES

BRIGHAM CITY REGIONAL AIRPORT, BRIGHAM CITY, UTAH

Rehabilitate Runway 17/35 and Airfield Lighting/Signage. This project consisted of designing and constructing the asphalt pavement rehabilitation of Runway 17/35 and associated taxiway connectors. The rehabilitation included the entirety of the 100-foot wide by 8,900-foot long runway and four connector taxiways to the outboard edge of the hold short markings. Additionally, this project oversaw the rehabilitation of airfield lighting and signage, consisting of replacing all runway and taxiway edge lights, guidance signs, cabling, REILs, PAPIs, and a regulator.

Construct Taxilane, Run-up Apron, and Lighted Wind Cone. The Airport needed more area for hangar space development, a run-up apron to increase the efficiency of aircraft operations, and the existing lighted wind cone was beyond its useful life. The taxilane allows for the development of hangars and t-hangars on the Airport and opens up a new section on the airfield. Due to the location and types of soils it was critical to construct the project in the fall as the water table and generally soft, yielding soils are at their firmest this time of year. The project was constructed in 35 calendar days. Jviation designed and provided construction inspection for asphalt pavements, grading and drainage, lighting, signage, erosion control, and striping.

REFERENCE: Tyler Pugsley, Public Works Director, 435.226.1437



ON-CALL ENGINEERING SERVICES

RICHFIELD REGIONAL AIRPORT, RICHFIELD, UTAH

Apron Expansion Design. This project consisted of design of the east apron expansion, including a new pavement section, tie down anchors, pavement markings, and storm drainage infrastructure.

Airport Rebuild. Jviation staff designed and constructed a \$30-million rebuild of the Richfield Regional Airport. The project included acquiring 26 parcels (159 acres) valued at over \$5.3 million; relocating the airport road, the Richfield Canal, a city well, and the fuel system; constructing a new runway, parallel taxiway, entrance road, 25,500 feet of security fencing, and a new apron area. The AWOS was relocated due to the relocation of the runway. The stormwater system was constructed to meet these new and future requirements of the airport. This project was phased over four years and nine FAA grants.

New Hangar / SRE Facility. Jviation designed and oversaw the construction of a new hangar and snow removal facility at Richfield Municipal Airport. The 7,117-square-foot building consists of storage for snow removal equipment, a mezzanine, restrooms, office space, and a bi-fold door for aircraft storage.

**As part of our contract, Jviation has established a DBE program for Richfield Municipal Airport.*

REFERENCE: Michele Jolley, City Administrator 435.896.6439



ON-CALL ENGINEERING SERVICES

CEDAR CITY REGIONAL AIRPORT, CEDAR CITY, UTAH

Jviation has been providing engineering services to the Cedar City Regional Airport for the past five years. Work has included:

- Runway Reconstruction
- Taxiway Reconstruction
- Construction of SRE Building
- Pavement Maintenance,
- Terminal Apron Rehabilitation and Lighting
- Syberjet Taxilane

REFERENCE: Nick Holt, Airport Manager 435.867.9408



PAVEMENT PRESERVATION

VARIOUS AIRPORTS, UTAH

The aviation experience of Jviation's staff consists of extensive pavement preservation projects including:

2022

- Cal Black Memorial
- Panguitch
- Kanab

2021

- Brigham City Regional
- Nephi
- St. George Regional
- Manti-Ephraim

2020

- Beaver City Municipal
- Hurricane
- Cedar City Regional

2019

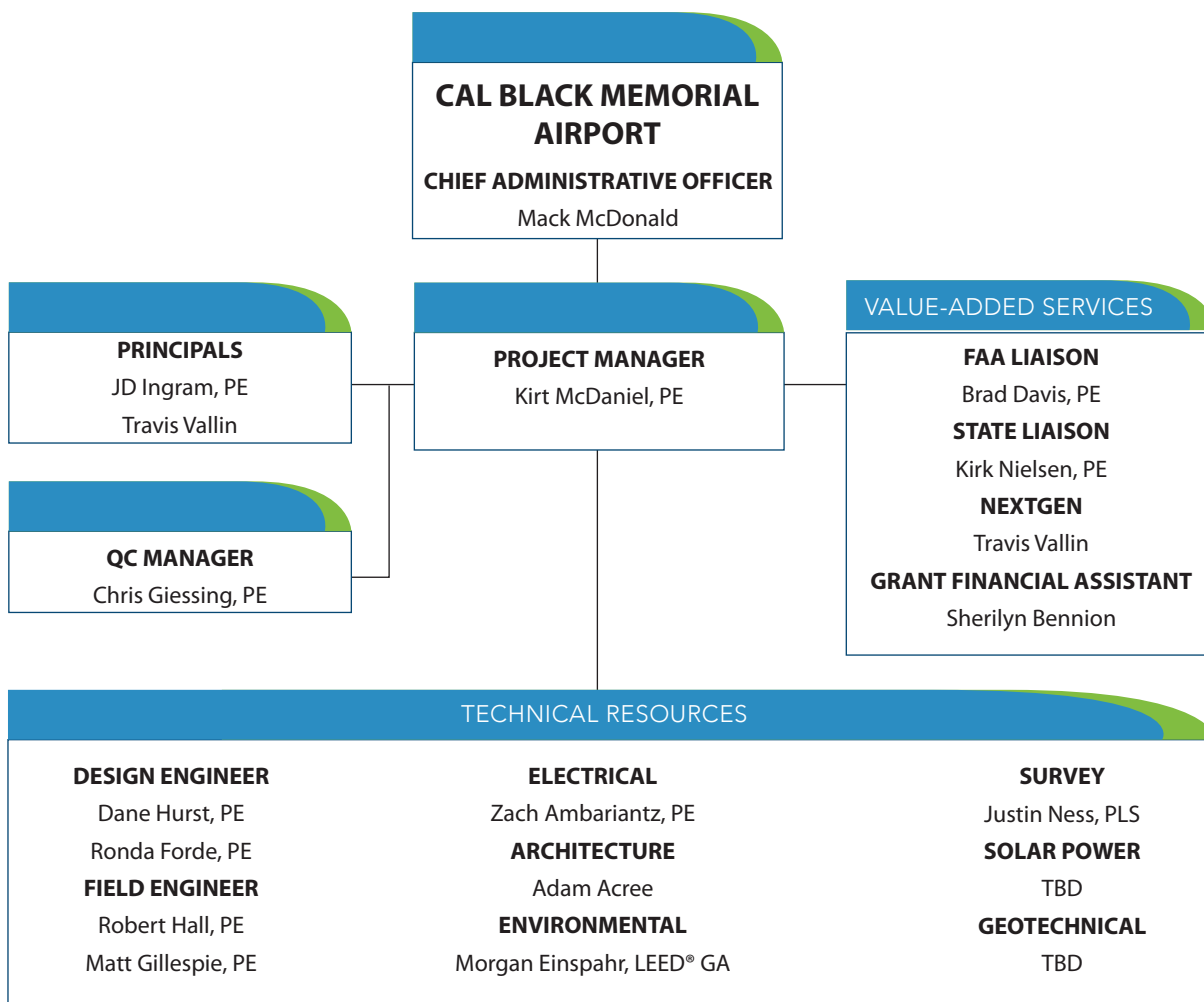
- Manti-Ephraim
- Hurricane
- Carbon County

Key Personnel Experience

A key strength of Jviation is our ability to effectively bridge the gap between a design on paper and a constructed project. We do this by assembling a team that is directly involved in a project from pre-design through construction closeout. This approach not only ensures that the design intent is applied during construction, but also allows the team to integrate key construction personnel recommendations into the design to allow effective and efficient implementation.

The organization chart below illustrates your Jviation team. We will serve as an extension of your staff, successfully working with you in support of your development goals. The Jviation team has proposed personnel with relevant experience, the technical expertise to address the complexities and challenges associated with the projects, and the capacity and ability to meet your schedule and budget requirements.

The Jviation team includes highly qualified and experienced aviation professionals with a broad range of experience necessary to provide U96 with all the disciplines required for this contract. We believe that our collaborative team style and management team structure lends itself to a superior level of responsiveness and attention to projects.



Kirt McDaniel, PE

Project Manager

Kirt, a San Juan County native, has 31 years of engineering experience, with 26 years spent designing and managing airport projects. He has designed numerous ramp improvements/rehabilitations, runway rehabilitations, parallel taxiways, and taxilanes, and has managed projects during the bidding and construction phases, either as the on-site resident engineer or the project engineer/manager. Kirt has served as project manager or project engineer for projects at Cal Black Memorial Airport, Richfield Regional Airport, St. George Regional Airport, Nephi Airport, Cedar City Regional Airport, Provo Airport, Manti-Ephraim Airport, and Hurricane Airport. Experience includes:

- Cal Black Memorial Airport, Runway Rehabilitation Design; Project Manager.
- Cal Black Memorial Airport, Pavement Maintenance; Project Manger.
- Kanab Municipal Airport, Runway Rehabilitation; Project Manager.
- Panguitch Municipal Airport, Replace AWOS III; Project Manager.
- Beaver Municipal Airport, Pavement Preservation; Project Manager.
- Hurricane Airport, RW 1/19 Rehabilitation and Parallel Taxiway Construction; Project Manager .
- Brigham City Regional Airport; Parallel Taxiway A Construction; Project Manager.

Kirk Nielsen, PE

State Liaison

Kirk has been managing complex airport projects and programs since 1996. Prior to joining Jviation, he served as Program Manager and Aeronautical Planner for the Utah Department of Transportation's Division of Aeronautics (UDOT Aeronautics). He supervised the state's airport grant program and airport development throughout Utah from 2003 to August 2012. He also served as Project Manager on the State System Plan, Programmatic Sensitive Species Habitat Management Plan, and the yearly Capital Improvement Program (CIP). Kirk is also a Project Manager and Project Liaison for Jviation, and he coordinates all the CIPs with the states Aeronautics Division and FAA for the Jviation clients in California, Nevada, and Utah. Project experience includes:

- Cal Black Memorial Airport, Runway Rehabilitation Design; Project Director.
- Cedar City Regional Airport, Runway 2/20 and 8/26 Reconstruction; Project Director.
- Elko Regional Airport, Snow Removal Equipment Acquisition; Project Manager.
- Hurricane Airport, Runway 1/19 Runway and Apron Rehabilitation; Project Director.
- Panguitch Municipal Airport, Taxiway Safety Area Grading; Project Director.

Brad Davis, PE

FAA Liaison

Brad has 32 years of aviation experience and 3 years of experience related to highway development. He was the Colorado State Engineer in the FAA Denver ADO from 1991 to 2013 and was the Lead Engineer in the FAA Phoenix ADO from 2013 to 2019. His FAA responsibilities included assuring the goals and objectives of the FAA's AIP program were met by developing and implementing the AIP capital improvement plan (CIP), administering AIP-funded projects, analyzing and interpreting FAA design/construction standards, providing advisory services to airport sponsors and stakeholders, conducting airport compliance inspections and presenting to airport industry groups (paving and state airport associations). Brad successfully completed over 250 AIP projects as an engineer in the Denver and Phoenix ADO's. Project experience at Jviation includes:

- Lake Tahoe Airport, Rehabilitate Apron; FAA Liaison.
- Elko Regional Airport, Modification of Standards Update; Senior Consultant.
- St. George Regional Airport; Compliance Inspection; Senior Consultant
- Cedar City Regional Airport, Compliance Inspection; Senior Consultant.



EDUCATION

MS, Civil Engineering
BS, Civil Engineering

REGISTRATIONS

Professional Engineer: UT, AK, AZ, ID, NV



EDUCATION

MBA
BS, Civil Engineering

REGISTRATIONS

Professional Engineer: UT, NV, ID, Private Pilot



EDUCATION

BS, Civil Engineering

REGISTRATIONS

Professional Engineer: CO, CA

Dane Hurst, PE

Design Engineer

Dane, a San Juan County native, is a professional engineer with experience on variety airfield development and drainage projects. This experience includes runways, taxiways, aprons, and roadways. He has also completed many projects using GIS and is considered an expert in its use. Dane is known for using cutting-edge technology to solve problems. Dane has served as a project engineer for projects at Provo, Hurricane, Cedar City, Beaver, St. George, and Hanksville Airports. In addition, Dane has served as project manager for airport projects in Panguitch and Colorado City.

- Cal Black Memorial Airport, Runway Rehabilitation Design; Project Engineer.
- Beaver Municipal Airport, Runway 13/31 Rehabilitation; Project Engineer.
- Hurricane Airport, Runway 1/19 Rehabilitation and Taxiway Design; Project Engineer.
- Cedar City Regional Airport, Taxiway C, Taxiway A and Apron Rehabilitation; Project Engineer.
- Colorado City Airport, Access Road Reconstruction; Project Manager.
- Panguitch Municipal Airport, Safety Area Grading; Project Engineer.
- Colorado City Airport, Land Acquisition; Project Manager.



EDUCATION

MS, Civil Engineering
BS, Civil Engineering

REGISTRATIONS

Professional Engineer: UT, AZ

Rhonda Forde, PE

Design Engineer

Rhonda is a professional engineer with over 15 years of experience in the energy and gas and aviation markets. She provides an analytical approach to project delivery that is strengthened by her strong communication style and ability to coordinate with the airport staff, multiple stakeholders, and the outside agencies. Her experience includes coordinating and relocating utilities.

- San Angelo Regional Airport, Runway and Taxiway Conversion; Project Engineer.
- Multiple Gas Line Projects throughout Utah; Project Manager/Engineer.
- Dominion Energy, Southern Utah Region; Operations Manager.



EDUCATION

MBA
BS, Engineering

REGISTRATIONS

Professional Engineer: UT

Chris Giessing, PE

Quality Control Manager

Chris is the Quality Control Manager for Aviation and oversees the company's Quality Control Program. He is responsible for ensuring that all design project deliverables are vetted through the company's quality control process. In addition to his responsibilities as Quality Control Manager, Chris serves as a Project Manager on federal and non-federal projects. His primary duties include project planning and coordination with the Airport Authorities, FAA, and various state agencies, management of design team, and all project administrative requirements.

- Cal Black Memorial Airport, Runway Rehabilitation Design; QC Manager.
- Kanab Municipal Airport, Runway Rehabilitation; QC Manager.
- Nephi Municipal Airport, Apron Construction; QC Manager.
- Manti-Ephraim Municipal Airport, Ramp Rehabilitation, Pavement Maintenance, and Taxiway Construction; QC Manager.
- Beaver City Municipal Airport, Runway Rehabilitation; QC Manager.
- Beaver City Municipal Airport, AWOS Upgrade; QC Manager.



EDUCATION

MS, Civil Engineering
BS, Civil Engineering

REGISTRATIONS

Professional Engineer: CO

Robert Hall, PE

Field Engineer

Robert's design and construction engineering experience started in 1990. He has worked extensively with all facets of airport design and has distinguished himself as an excellent construction manager of FAA-funded airport projects. Robert's construction management experience includes managing and conducting the project through the pre-bid meeting and bid opening, bid verification, bid tabulation, recommendation of award, pre-construction conference, on-site construction inspection, project administrative tasks, including those required by FAA for final project inspection, preparation of the final project report and as-built construction drawings.

- Cal Black Memorial Airport, Runway Rehabilitation; Construction Manager.
- Panguitch Municipal Airport, Replace AWOS III; Construction Manager.
- Provo Airport, Reconstruct South Apron; Construction Manager.
- Kanab Airport, Taxiways and Apron Pavement Maintenance; Construction Manager.
- Kanab Airport, Runway Rehabilitation; Construction Manager.
- Manti-Ephraim Airport, Runway 3/21 Rehabilitation; Construction Manager.



EDUCATION

BS, Civil Engineering

REGISTRATIONS

Professional Engineer: UT

Matt Gillespie, PE

Field Engineer

Matt Gillespie joined Jviation in 2017 and works as a staff and field engineer. During the last 5 years, he has worked on pavement maintenance projects as a designer across the states of Utah, Nevada, and Texas. Recently, he completed work as a designer and construction manager / field engineer on several FAA funded projects. He has taken projects from concept, design, to construction and closeout. During construction he has led pre-bid meetings, pre-construction conferences, on-site construction inspections, and completed the project administrative tasks required by FAA for project closeout such as final project inspection, final reports, and as-built construction drawings.

- Cal Black Memorial Airport, Pavement Maintenance; Design Engineer..
- Kanab Airport, 2022 Pavement Maintenance; Construction Manager.
- Kanab Airport, 2018 Runway Rehabilitation; Field Engineer.
- Beaver Municipal Airport, 2022 Apron, Taxiway, and Taxilane Rehabilitation; Design Engineer & Construction Manager.
- Nephi Municipal Airport, 2021 Apron Expansion; Design Engineer & Construction Manager.
- Cedar City Regional Airport, 2021 Taxiway C and A Rehabilitation; Design Engineer & Construction Manager.



EDUCATION

MS, Transportation Engineering
BS, Civil Engineering

REGISTRATIONS

Professional Engineer: UT

Sherilyn Bennion

Grant Financial Assistant

Sherilyn has 35 years as a Project Coordinator/Administrative Assistant. As part of our engineering team she is knowledgeable of nearly all aspects of a project from start to finish. She communicates regularly with Airport Managers and their staff throughout Utah as she performs FAA and UDOT grant administration. Sherilyn's specialty includes managing all documents required to get reimbursed for project costs.

- Cal Black Memorial Airport, Runway Rehabilitation Design; Financial Assistant.
- Kanab Airport, SRE Acquisition; Financial Assistant.
- Nephi Municipal Airport, Apron Construction; Financial Assistant.
- Manti-Ephraim Municipal Airport, Ramp Rehabilitation, Pavement Maintenance, and Taxilane Construction; Financial Assistant.
- Richfield Municipal Airport, Pavement Maintenance; Financial Assistant.
- Beaver City Municipal Airport, Runway 13/31 Rehabilitation; Project Coordinator.
- Provo Regional Airport, Pavement Maintenance; Financial Assistant.



EDUCATION

BS, Business Education

Zach Ambariantz, PE

Electrical

Zach is an electrical engineer with 18 years of aviation and industrial project experience. He excels in the design of airfield electrical power and control systems to applicable standards. His aviation projects have included airfield lighting and signage system upgrades, the design of navigational aids, and airfield electrical vault buildings.

- Cal Black Memorial Airport, Runway Rehabilitation Design; Electrical Engineer.
- Kanab Airport, Electrical Vault; Electrical Engineer.
- Beaver City Municipal Airport, AWOS Upgrade; Electrical Engineer.
- Beaver City Municipal Airport, Runway 13/31 Rehabilitation; Electrical Engineer.
- Hanksville Airport, Replace Beacon and Install PAPIs; Electrical Engineer.
- Cedar City Regional Airport, Pavement Maintenance, Apron Rehabilitation, and Lighting; Electrical Engineer.
- Provo Airport, Runway 13/31 Rehabilitation; Electrical Engineer.



EDUCATION

BS, Engineering

REGISTRATIONS

Professional Engineer: CO, CA, WY

Morgan Einspahr, LEED GA

Environmental

Morgan specializes in environmental planning for aviation-related projects. She has prepared numerous specialized environmental studies in support of airport improvement or development projects, including cultural resource investigations, air quality modeling, wetlands delineations, endangered species surveys, and compatible land use planning studies.

- Cal Black Memorial Airport, Runway Rehabilitation Design; Environmental Planner.
- Kanab Airport, Runway Rehabilitation; Environmental Planner.
- Nephi Municipal Airport, Apron Construction; Environmental Planner.
- St. George Municipal Airport, Runway Reconstruction Environmental Assessment; Environmental Planner.
- Cedar City Regional Airport, Runway 2/20 Rehabilitation; Environmental Planner.
- Hurricane Airport, Runway 1/19 Rehabilitation and Taxiway Design; Environmental Planner.
- Carbon County Regional Airport, Installation of Wildlife Fence and Gates; Environmental Planner.
- Carbon County Regional Airport, Pavement Maintenance; Environmental Planner.



EDUCATION

MS, Environmental Management
BS, Aviation Management

REGISTRATIONS

LEED® GA, Private Pilot

J.D. Ingram, PE

Principal

JD's engineering experience in airport design and construction, heavy civil design and construction, and land development started in 1992. His responsibilities encompass airport development projects from preliminary planning and design to preparation of bid packages, resolution of construction conflicts, construction administration, and management of staff and resources. JD has been the project manager on more than 100 projects totaling over \$600 million in construction value. Project experience includes:

- Provo Airport, Runway 13/31 Rehabilitation; Principal.
- Salt Lake City International Airport, Runway 17/35 Rehabilitation; Principal.
- Salt Lake City International Airport, Runway 16L/34R Asphalt Overlay; Principal.
- Jackson Hole Airport, Conceptual Area Plan; Principal.
- Palmdale Regional Airport, Terminal Feasibility Study; Principal.
- Aspen-Pitkin County Airport, Taxiway A3 and Deice Pad; Principal.
- Elko Regional Airport, Airfield Lighting and Signage; Principal.



EDUCATION

BS, Civil Engineering

REGISTRATIONS

Professional Engineer: UT, CO, CA, ID, MO, MT, WY

Travis Vallin

Principal/NextGen

Travis began his aviation career in 1992 and was promoted to Colorado's Aeronautics Director position in 1998. In his role as the former State Aviation Director, he worked with many diverse constituency groups to reach consensus on aviation issues impacting Colorado. His work on The Colorado Surveillance Project is a prime example of his leadership in bringing local, regional, state, and national interests together to create an innovative and cost effective method to improve safety and efficiency within the National Airspace System. This program is one of the cornerstones of the FAA's NextGen emerging technologies effort designed to supplement existing radar technologies. Project experience includes:

- UDOT Aviation System Plan and Economic Impact Study; Principal.
- Wendover Airport, Airport Master Plan; Principal.
- Colorado Springs Airport, Land Use Study; Principal.
- WYDOT Aviation Economic Impact Study; Principal.
- WYDOT Aeronautics, Rates and Charges Study; Senior Consultant.



EDUCATION

BS, Airway Science Management

Adam Acree

Architecture

Adam is an architectural designer and construction administrator with 12 years of experience in the architectural industry. His experience includes designing elements for a variety of buildings and overseeing the construction activities in the field. He has been involved with aviation, educational, commercial, and retail projects. He works closely with contractors in coordinating construction efforts to support successful project delivery.

- Laramie Regional Airport, Terminal Expansion and Rehabilitation; Team Lead.
- Jackson Hole Airport, Terminal Renovation; Team Lead.
- St. Charles Airport, Hangar Renovations; Team Lead.
- Casper/Natrona International Airport, Improve Existing ARFF Training Facility; Team Lead.
- Casper/Natrona International Airport, Rental Car Quick Turnaround; Team Lead.
- Rosecrans Memorial Airport, Rehab Air Traffic Control Tower; Team Lead.
- Meadow Lake Airport, SRE Building; Team Lead.



EDUCATION

BS, Architectural Studies

REGISTRATIONS

LEED AP

Justin Ness, PLS

Survey

Justin is the Survey Department Manager at Jviation and has over 19 years of experience in Land Surveying including boundary surveys, easement descriptions, subdivisions, ALTA surveys and extensive Aviation surveying experience. He has become a specialist in aviation survey projects including Geodetic Airport Control, Airports GIS surveys for instrument procedure development, Airport Airspace Analysis, Airport design/as-built work flow to support procedure development and construction, topographic survey acquisition and mapping, airfield construction layout staking and acceptance, Airport boundary surveys to support and create Exhibit "A" - Airport Property Inventory Maps, and Airport land acquisition projects.

- Cal Black Memorial Airport, Runway Rehabilitation; Survey Manager.
- Kanab Municipal Airport, Runway 1/19 Rehabilitation; Survey Manager.
- St. George Regional Airport, Runway Reconstruction; Survey Manager.
- Cedar City Regional Airport, Runway 2/20 Rehabilitation; Survey Manager.
- Provo Airport, Terminal Apron and Parking Lot; Survey Manager.



EDUCATION

AS, Land Surveying

REGISTRATIONS

Professional Land Surveyor:
UT, MO, CO, MT, ND, SD, WY
Private Pilot, Remote Pilot Certificate

Ability to Meet Schedules within Budget

Our team has a reputation for providing quality services in a cost-effective and efficient manner. The best demonstration of our ability to meet schedules and budgets is the repeat business we receive from our clients and their testimonials regarding our work products. We recognize that our team's continued success is directly related to our ability to meet our project schedules and budgets, and we have developed a comprehensive project management system to support these efforts.



Scope of Work. A clearly defined scope of work establishes the key project deliverables and milestones for a project. The Jviation team will develop a scope of work to discuss with U96 so all parties can agree and work in unison. This effort serves as the road map for the work execution. By emphasizing early planning and scoping, our project team can effectively manage the work to avoid cost or schedule overruns, while delivering a quality project that exceeds your expectations.



Schedule. A comprehensive design schedule with key milestones and deliverables will be based on the agreed-upon scope of work. Team members, specific work items, and tasks durations are also included in the task elements. The final agreed-upon schedule will consider U96's and other key stakeholders' review and comments. Scheduling is a vital step in project management control. This schedule will be updated routinely to reflect progress and the need for additional resources if required.



Budget. A design and construction budget developed from the schedule is paramount. Using the information from the scope of work and the schedule, the Jviation team can develop an accurate fee for the project. Kirt will monitor this budget to ensure that we are meeting production goals for the project. If any deviations are encountered, we develop a recovery plan to efficiently accomplish the remaining tasks within budget.



Progress Reporting. Keeping the airport informed on the progress of the project is essential for U96 to ensure the schedule is met and the project goals will be realized on-time.



Quality Control. Jviation has delivered hundreds of projects over the years. We have learned that a comprehensive quality control program is invaluable to project success. Through our comprehensive quality control programs, which includes reviews from people not directly associated with the design, we strive to minimize the review efforts required by our clients.

Familiarity and Understanding of the Project Requirements

The Jviation team has been the airport engineer for San Juan County since the inception of Cal Black Memorial Airport. We developed the Master Plan in 1989 and managed the construction of the Airport in 1991 and 1992. We also completed various projects at the Bluff Airport until the ownership was transferred to the Town of Bluff. We have decades of experience with airports located in remote locations and the issues that it presents when designing and constructing FAA and state-funded projects. Below are summaries of our team's understanding of your upcoming projects.

AWOS Replacement and Relocation

Obtaining accurate weather data is critical for pilots as they complete their flight plans and as aircraft attempt to land or take-off at the Airport. The current Automated Weather Observing Station (AWOS-III) is nearing the end of its useful life and will require replacement. Relocating the AWOS equipment farther south and west of the aircraft apron will allow a hangar taxiway to be built in an area that wasn't allowed because of the AWOS critical area. The replacement system will be equipped to allow the weather data to be uploaded to the National Airspace Data Interchange Network (NADIN). Jviation has managed three AWOS projects in the Utah in the past few years. Kirt McDaniel and Zach Ambariantz managed the team who designed and performed the construction administration on the Beaver Airport AWOS-II project in 2018. The same team designed and performed construction oversight on the Panguitch Airport AWOS-III project that was completed in December 2019. Due to changes in the FAA regulations in 2019, the Beaver AWOS-II was upgraded to an AWOS-III in 2020.

Rehabilitation/Replacement of Airport Beacon Light

Every lighted airport is required by FAA to have a rotating beacon to indicate to aircraft that an airport is in the vicinity. The gears on the existing airport beacon need rehabilitation/replacement. The FAA will not participate in the maintenance of the beacon, but will replace it after it has reached its useful life, as defined in the AIP handbook (5100.38D). The Jviation team has installed or replaced beacons at the Brigham City Regional, Carbon County Regional, Cedar City Regional, Nephi Municipal, and Richfield Municipal.

Rehabilitate Parallel Taxiway and Connectors – Phase I Design and Phase II Construction

The parallel taxiway was constructed in 1992 and is experiencing cracking and surface deterioration. UDOT Aeronautics conducted a pavement survey in June 2019 and reported a 62 for the Pavement Condition Index, which indicates the pavement needs rehabilitation. Jviation recently rehabilitated Runway 1-19 at U96 by removing the existing asphalt, re-grading the base course, and placing 4-inches of new asphalt. During the design process, the Jviation team will verify the same approach can be implemented for the taxiway project. The team has completed taxiway or runway rehabilitation projects at Beaver Municipal, Brigham City Regional, Cedar Regional, Hanksville, Kanab Municipal, Provo, and St George Regional.

Taxiway Lighting Project - Phase I Design and Phase II Construction

The parallel taxiway currently has retro-reflective markers due to the solar power system supplying all electrical loads at the Airport. The recently completed runway lighting project removed incandescent lights and installed new LED lights, reducing the electrical demands on the solar system. Jviation will work with the County to determine if the current system is capable of handling the electrical load for new taxiway lights. Our team has completed taxiway lighting systems in conjunction with taxiway projects at Brigham City Regional, Carbon County Regional, Hurricane Municipal, Nephi Municipal, Provo, and Richfield Municipal.

Taxiway Construction and Project Management and Oversight

The construction and associated project management and inspection oversight are crucial to the completion of every project. The Jviation Construction Manager and Project Manager have worked on numerous taxiway projects and have the expertise and experience to provide a quality project that meets all the stringent FAA construction standards and requirements. Many of these projects have been at small airports in remote locations within Utah. Our team has completed taxiway projects at Brigham City Regional, Carbon County Regional, Hanksville, Hurricane Municipal, Nephi Municipal, Provo, and Richfield Municipal.

Airport Solar Power Equipment Upgrade Including Electrical Grid Analysis, Design and Construction/Installation

We are very knowledgeable about the unique solar system that powers all the electrical needs at the Airport and know the importance of maintaining and upgrading the system as necessary. Jviation has four electrical engineers on staff that focus on airport projects.

In 2013, we teamed with a specialty consultant who concentrates on solar power systems to evaluate, design and construct the last solar power system upgrade at U96. We will use this experience to complete another upgrade that will bring the system up to the latest technology in equipment and processes that will allow it to continue to provide the electrical needs for the Airport for now and decades into the future.

Pavement Preservation and Rehabilitation – Taxiway, Runway and Apron – Design and Construction

Airport pavements experience surface deterioration from environmental effects and wear from aircraft operations. Fortunately, there are options for constructing longer-life pavements. With the capital investment and operational impacts involved in rehabilitating airfield pavements, the goal is long life and low maintenance. These options must consider all the contributing factors that may affect the longevity and durability of your pavements, including local aggregate sources, loading distresses, maintenance techniques (paint/rubber removal, and snow removal), deicing, weather conditions, and local construction methods. The Jviation team was developed to analyze all these items to determine the best pavement solution for the airport.

In addition, proactive maintenance of all airport surfaces is essential to maintaining the airport's investment. In coordination with UDOT's pavement inspection program, we can help develop a plan that best meets the funding and maintenance needs of U96. Timely investments such as crack seals and fog seals can add many years to the life of the pavement, minimizing the need for expensive rehabilitations and reconstructions. A properly prepared CIP will schedule the maintenance projects at the recommended intervals so that state and federal funding can be utilized as required and minimize the cost to the Airport. Jviation works with many of our clients on similar programs, including Beaver, Bluff, Richfield, Hurricane, Carbon County Regional, Kanab, Nephi, Panguitch, St George, Wendover, and Brigham City Regional.

Approach to Proposed Projects

Jviation has the capabilities and experience to handle your airport development needs. Successful projects involve smooth transitions from the project initiation step all the way until a project is closed out.

Project Initiation

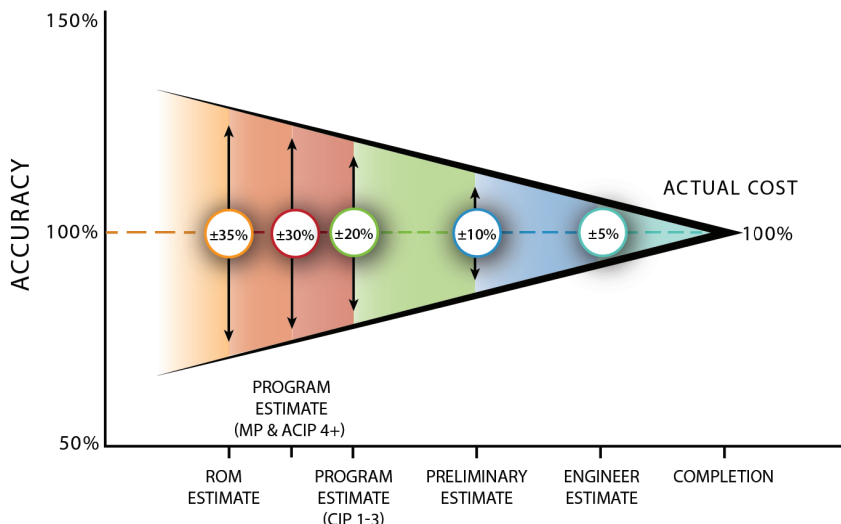
At project initiation, U96's needs and quality expectations are conveyed to the team at a project kick-off meeting. Jviation stresses the importance of a detailed project kick-off that explains the overall scope of work. The design team must understand the direction the project should go from the very beginning. This knowledge allows the team to take ownership of the project, moderates the design team's efforts, and eliminates possible frustrations for U96.

Conceptual Design Phase

During the Conceptual Design phase, the team will study U96's requirements and any unique circumstances to understand a project's complexity. Detailed tasks are developed from this data collection to ensure that critical items are properly addressed in the design process. Typical design requirements assessed include drainage, electrical, pavement design, phasing, safety/operations, and special considerations unique to the project. This phase also involves specific constructibility reviews to ensure system integration, conflict avoidance, constructibility, adherence to FAA standards, and that geotechnical conditions are properly addressed. A comprehensive review of the project's construction phasing will safely minimize disruption to existing operations.

Cost Estimates and Budgeting

Construction cost estimates require more than a review of historical data; rather, they necessitate an understanding of the critical items that will most impact the final cost. A certain estimate for these key components of the project produces an accurate bid estimate. Each bid item is tailored for each job and historic cost information is not necessarily transferable. Understanding the cost basis of historic data and then adapting the elements of work to the job being estimated is essential. Each estimate requires thorough research, an understanding of the bid item's elements of work, and a comprehension of material prices. This process can include contacting manufacturers and contractors for current material prices and costs for estimates to update prices for the type of work.



Summary of Project Methodology

01

Project Initiation

Convey project scope, needs, expectations, budget, and schedule to the team

02

Conceptual Design

Investigate project requirements, evaluate solutions, develop detailed design work plan, and complete constructibility review

03

Cost Estimates & Budgeting

Develop initial rough order of magnitude cost estimate at project initiation, refine estimate at 30%, 60%, 90% and 100% intervals for greatest accuracy

04

Design

Complete required plans and contract documents, coordinate with stakeholders, and conduct quality control reviews (30%, 60%, 90%, 100%)

05

Bidding and Evaluation

Assist with pre-bid meeting, assist with bid questions and addendums, evaluate bids, and recommend award

06

Construction Services

Provide on-site coordination, coordinate all construction submissions, process RFIs and change orders, and ensure compliance with design intent and FAA guidelines

07

Project Close-out

Provide final documentation, conduct inspections of punch list items, and issue "Record of Drawing" construction plans

Design Phase

All plans, specifications, required reports, and contract documents are completed during the design phase to ensure all applicable codes and standards are met. Specific attention will be paid to San Juan County's, U96's, and the FAA's requirements. Our team knows that flexibility and responsiveness are key to preserving project timelines; if necessary, stand-alone design documents can be developed. Open and frequent communication is essential to convey this phase's process and goals to the Airport, the FAA, and other applicable outside agencies. Meetings held with stakeholders throughout the design phase offer opportunities to solicit incremental input and ensure that the design meets U96 standards and vision. Additional quality control reviews will be initiated at 30%, 60%, and 90% design completion to support a well-vetted design. Detailed Engineer's Reports, Drainage Reports, and Geotechnical Reports will be prepared as required.

At the end of the design phase, a final review will be completed with U96 and the FAA to put the finishing touches on the plans. Once these changes have been made, the completed documents are ready for bidding. The most critical element of this phase is meeting established timelines to satisfy FAA and Airport funding requirements. Jviation staff have been 100% effective at delivering bid documents by the required deadline for all of the projects at U96.

Bidding and Evaluation Phase

The Bidding and Evaluation phase will consist of project advertisement, a pre-bid meeting, consultation with prospective bidders, bid opening, evaluation of bids and recommendation of award. Jviation will advertise in local newspapers, plan rooms and contact contractors to ensure the project is known in the region. In most cases a pre-bid meeting will be held a few weeks after advertisement to ensure that contractors have the opportunity to fully understand the unique situations of the site. Communication with prospective bidders via phone, email and if necessary addenda is an essential part of ensuring the airport receives qualified bids. Upon bid opening, we will evaluate the bids to ensure all requirements of the bid documents have been met, bonds are in place, and unit costs are reasonable, balanced, and tabulated. After evaluation, we will prepare an analysis of the bids and make a recommendation to the Airport for award of work.

Construction Services Phase

The Construction phase encompasses the entirety of construction and includes on-site coordination tasks. This phase is spearheaded by our U96 team.

Our construction staff will oversee the day-to-day construction operations. Our field staff's flexibility and responsiveness to changes during construction will ensure the best possible work is provided. These changes may save money, provide increased benefit, and/or shorten the construction schedule, while meeting the project's specifications. Our field staff are fully supported by our office personnel who understand that construction scheduling is critical to the successful completion of the project.

Our team will work with U96 during the construction administration phase to coordinate submittals and efficiently process all requests for information (RFIs) and change orders. Jviation will assign additional field engineers during key milestones and/or periods of high construction activity.

Close-Out

The critical last step of any project is successful close-out that consists of preparing all final documentation required for FAA payment, conducting inspections, completing punch-lists items, and finalizing any other steps required to ensure that the project was constructed correctly. After construction is complete, we will issue a set of modified construction plans to indicate "Record Drawing" conditions.

**SAN JUAN COUNTY
ORDINANCE #2022 -07**

AN ORDINANCE ENACTING A CODE OF ORDINANCES FOR THE BOARD OF SAN JUAN COUNTY COMMISSIONERS, REVISING, AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE POLITICAL SUBDIVISION DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES AND DECLARING AN EMERGENCY.

WHEREAS, the present general and permanent ordinances of the political subdivision are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety and general welfare of the County and for the proper conduct of its affairs; and

WHEREAS, the Acts of the Legislature of the State of Utah empower and authorize the political subdivision to revise, amend, restate, codify and compile any existing ordinances and all new ordinances not heretofore adopted or published and to incorporate such ordinances into one ordinance in book form as defined in UCA 17-53-2; and

WHEREAS, the Legislative Authority of the Political Subdivision has authorized a general compilation, revision, and codification of the ordinances of the Political Subdivision of a general and permanent nature and publication of such ordinance in book form; and

WHEREAS, it is necessary to provide for the usual daily operation of the County and for the immediate preservation of the public peace, health, safety and general welfare of the County that this ordinance take effect at an early date.

NOW, THEREFORE, THE BOARD OF SAN JUAN COUNTY COMMISSIONERS ORDAINS AS FOLLOWS:

Section 1. The general ordinances of the Political Subdivision as revised, amended, restated, codified, and compiled in book form are hereby adopted as and shall constitute the “Code of Ordinances of San Juan County a Political Subdivision of the State of Utah”

Section 2. Such Code of Ordinances as adopted in Section 1 shall consist of the following Titles:

- a. Title I: General Provisions
- b. Title III: Administration
- c. Title V: Public Works
- d. Title VII: Traffic Code
- e. Title IX: General Regulations
- f. Title XI: Business Regulations
- g. Title XIII: General Offenses
- h. Title XV: Land Usage
- i. Table of Special Ordinances

Section 3. All prior ordinances pertaining to the subjects treated in such Code of Ordinances shall be deemed repealed from and after the effective date of this ordinance except as they are included and reordained in whole or in part in such Code; provided, such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance, nor shall such repeal affect the provisions of ordinances

levying taxes, appropriating money, annexing or detaching territory, establishing franchises, or granting special rights to certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing of money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plat or dedication of land to public use, vacating or setting the boundaries of streets or other public places; nor shall such repeal affect any other ordinance of a temporary or special nature or pertaining to subjects not contained in or covered by the Code.

Section 4. Such Code shall be deemed published as of the day of its adoption and approval by the Board of San Juan County Commissioners and the Clerk of San Juan County is hereby authorized and ordered to file a copy of such Code of Ordinances in the Office of the Clerk. Ordinances will also be located on the County website available to the public.

Section 5. Such Code shall be in full force and effect as provided in Section 6, and such Code shall be presumptive evidence in all courts and places of the ordinance and all provisions, sections, penalties, and regulations therein contained and of the date of passage, and that the same is properly signed, attested, recorded, and approved and that any public hearings and notices thereof as required by law have been given.

Section 6. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety, and general welfare of the people of this County and shall take effect at the earliest date provided by law.

PASSED AND ADOPTED by action of the Board of San Juan County Commissioners for San Juan County in an open meeting this 6th day of December 2022.

Voting Aye: _____

Voting Nay: _____

ATTEST:

SAN JUAN COUNTY BOARD OF COMMISSIONERS

Lyman Duncan, Clerk/Auditor

Willie Grayeyes, Chair

A RESOLUTION REQUESTING THE RECERIFITICATION OF THE SAN JUAN COUNTY JUSTICE COURT

WHEREAS, Section 78a-1-103 of the Utah Code requires that Justice Courts be recertified at the end of each four-year term; and

WHEREAS, the term of the present Court expires in January 2023; and

WHEREAS, the members of the Board of San Juan County Commissioners have received an opinion letter from Brittney Ivins, San Juan County Attorney, which sets forth the requirements for the operation of a Justice Court and the feasibility of continuing to maintain the same; and

WHEREAS, Justice Court Judge Lyon Hazleton has completed and provided the required affidavit for recertification attesting to the required mimium operation standards; and

WHEREAS, the members of the Board of San Juan County Commissioners have determined that it is in the best interests of San Juan County to continue to provide for a Justice Court.

THEREFORE, BE IT RESOLVED the Board of San Juan County Commissioners hereby requests recerfication of the San Juan County Justice Court by the Board of Justice Court Judges and the Utah Judicial Council.

BE IT FURTHER RESOLVED, the Board of San Juan County Commissioners hereby affirm their willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the San Juan County Justice Court for the next four-year term of court, except as to any requirements waived by the Utah Judicial Council

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of San Juan County Commissioners **PASSED, ADOPTED, AND APPROVED** by the Board of San Juan County Commissioners this 6th day of December, 2022, by the following vote:

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

BOARD OF SAN JUAN COUNTY COMMISSIONERS

Willie Grayeyes, Chair

ATTEST:

Lyman Duncan, Clerk/Auditor

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COMMISSION STAFF REPORT

MEETING DATE: December 6, 2022

ITEM TITLE, PRESENTER: CONSIDERATION AND APPROVAL OF A RESOLUTION REQUESTING RECERTIFICATION OF THE SAN JUAN COUNTY JUSTICE COURT FOR ANOTHER FOUR-YEAR TERM, Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Approve

SUMMARY

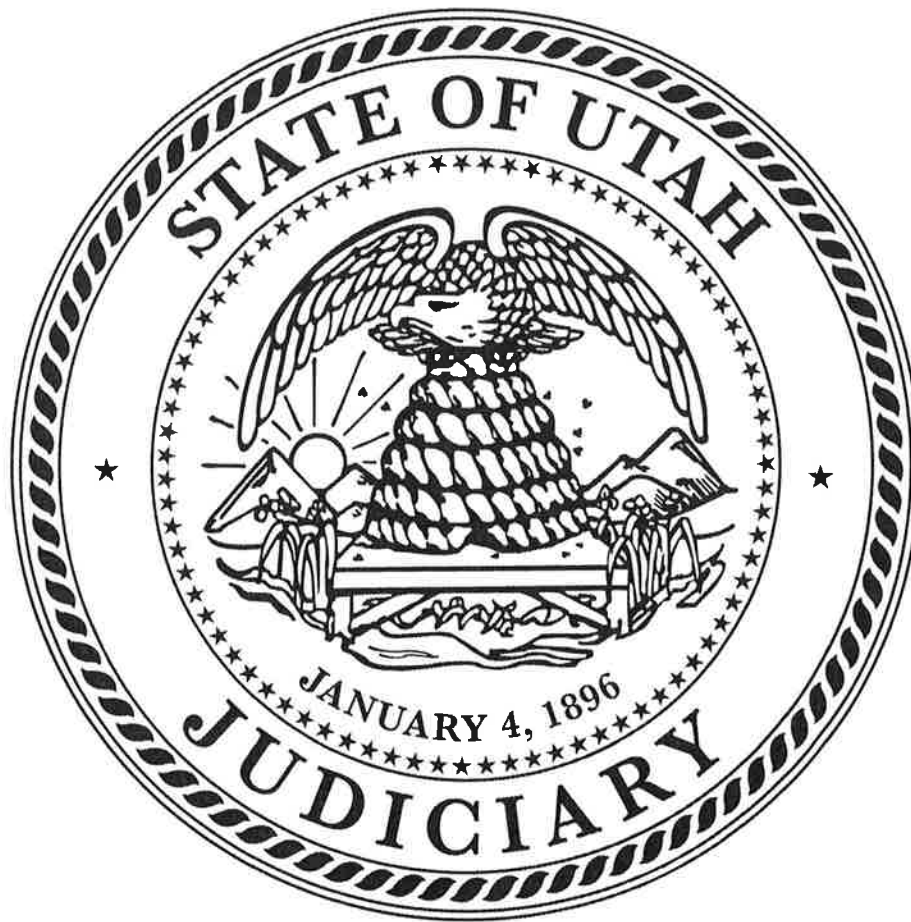
The Board of Commission must request recertification of the Justice Court every four years.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

JUSTICE COURT STANDARDS FOR RECERTIFICATION OF EXISTING COURTS



OCTOBER 2022

INSTRUCTIONS TO APPLICANT FOR RECERTIFICATION

As part of the recertification process, each entity should carefully review all requirements for the operation of justice courts. In order to aid governing bodies in obtaining the necessary information regarding the continuing obligations of an entity with respect to the operation of the justice court, the governing body of each entity must request and review a written opinion from its attorney advising the entity of all requirements for the operation of a justice court, and the feasibility of maintaining a justice court. In addition, prior to submission of this application, each entity must duly pass a resolution requesting recertification. The resolution must also affirm that the entity is willing to meet all requirements for, and operation of, the court during the period of certification. **A copy of the attorney's opinion and the resolution must accompany the application.** Please use the checklist on page 22 of this packet.

Statutes of the State of Utah require that certain standards be met in the operation of a justice court. These statutory requirements include:

1. ✓ All official court business shall be conducted in a courtroom or an office located in a public facility which is conducive and appropriate to the administration of justice (78A-7-213).
2. ✓ Each court shall be open and judicial business shall be transacted every day as provided by law (78A-7-213), although the judge is not required to be present during all hours that the court is open.
3. ✓ The hours that the court will be open shall be posted conspicuously at the court and in local public buildings (78A-7-213).
4. ✓ The judge and the clerk of the court shall attend the court at regularly scheduled times (78A-7-213).
5. ✓ The entity operating the justice court shall provide and compensate a judge and clerical personnel to conduct the business of the court (78A-7-206 and 78A-7-207).
6. ✓ The entity operating a justice court shall assume the expenses of travel, meals, and lodging for the judge of that court to attend required judicial education and training (78A-7-205).
7. ✓ The entity operating a justice court shall assume the cost of travel and training expenses of clerical personnel at training sessions conducted by the Judicial Council (78A-7-103).
8. ✓ The entity operating the justice court shall provide a sufficient staff of public prosecutors to attend the court and perform the duties of prosecution (78A-7-103).
9. ✓ The entity operating the court shall provide adequate funding for attorneys where persons are indigent as provided by law (78A-7-103).
10. ✓ The entity operating the court shall provide sufficient local law enforcement officers to attend court when required and provide security for the court (78A-7-103).

11. ✓ Witnesses and jury fees as required by law shall be paid by the entity which operates the court (10-7-76 and 17-50-319).
12. ✓ Any fine, surcharge, or assessment which is payable to the State shall be forwarded to the State as required by law (78A-7-120 and 78A-7-121).
13. ✓ Every entity operating a court shall pay the judge of that court a fixed compensation, within the range provided by statute (78A-7-206).
14. ✓ Court shall be held within the jurisdiction of the court, except as provided by law (78A-7-212).
15. ✓ The entity operating the court shall provide and keep current for the court a copy of the Utah Code, the Utah Court Rules Annotated, the justice court manual published by the state court administrator, the county, city, or town ordinances as appropriate, and other legal reference materials as determined to be necessary by the judge (78A-7-103).
16. ✓ All required reports and audits shall be filed as required by law or by rule of the Judicial Council (78A-7-215).
17. ✓ All justice courts shall use a common case management system and disposition reporting system as specified by the Judicial Council (78A-7-213).
18. ✓ An audio recording system shall maintain the verbatim record of all court proceedings (78A-7-103).

For Class I and Class II justice courts, the system must:

- a. be a stand-alone unit that records and audibly plays back the recording;
- b. index, back-up and archive the recording and enable the record to be retrieved;
- c. have at least four recording channels;
- d. have a one step "on" and "off" recording function;
- e. have conference monitoring of recorded audio;
- f. have external record archiving from the unit with local access;
- g. be capable of being integrated with the courts public address system; and

For Class III and Class IV justice courts, the system must, at a minimum:

- a. be a stand-alone unit that records and audibly plays back the recording;
- b. index, back-up and archive the recording and enable the record to be retrieved; and
- c. have at least two recording channels.

The Board of Justice Court Judges may create a list of products that meet these criteria.

In addition to those requirements which are directly imposed by statute, section 78A-7-105 directs the Judicial Council to promulgate minimum requirements for the creation and certification of justice courts. Accordingly, the Judicial Council has adopted the following minimum requirements:

1. That the court be open for at least one hour each day that the court is required to be open as provided by law. Additional hours of operation are specified in C.J.A. Rule 9-105.
2. That the judge be available to attend court and conduct court business as needed.
3. That the minimum furnishings for a courtroom include: a desk and chair for the judge (on a six inch riser), a desk and chair for the court clerk, chairs for witnesses, separate tables and appropriate chairs for plaintiffs and defendants, a Utah State flag, a United States flag, a separate area and chairs for at least four jurors, a separate area with appropriate seating for the public, an appropriate room for jury deliberations, and an appropriate area or room for victims and witnesses, which is separate from the public.
4. A judicial robe, a gavel, current fine schedules, a copy of the Code of Judicial Administration, and necessary forms and supplies.
5. Appropriate office space for the judge and clerk. (Under certain circumstances this space may be shared, but if shared, the judge and clerk must have priority to use the space whenever needed.) The office space shall include a desk for the judge and a desk for the clerk, secure filing cabinets for the judge and the clerk, a telephone for the judge and a telephone for the clerk, appropriate office supplies to conduct court business, a cash register or secured cash box, a typewriter or word processor, and access to a copy machine.
6. A clerk must be present during the time the court is open each day and during court sessions, as required by the judge.
7. The entity must have at least one peace officer (which may be contracted).
8. A current court security plan must be submitted consistent with C.J.A. Rule 3-414.
9. Each court must have at least one computer with access to the internet, and appropriate software and security/encryption technology to allow for electronic reporting and access to the Driver License Division and the Bureau of Criminal Identification, as defined by the reporting and retrieval standards promulgated by the Department of Public Safety. In addition, all justice courts must use the CORIS case management system.
10. Each court shall report required case disposition information to the DLD, BCI and the Administrative Office of the Courts electronically, as described in number 9 above.

In establishing minimum requirements, the Judicial Council has determined that justice courts with higher case filings require greater support services. To accommodate the great differences in judicial activity among justice courts throughout the state, the Council has divided courts into four classes based upon the average monthly cases filed in that court. Minimum standards have been set for each classification. Courts which have an average of fewer than 61 cases filed each month are classified as Class IV Courts. The minimum requirements for a Class IV Court are set forth above. (These requirements are also attached as Class IV minimum requirements). These requirements include both the statutory requirements and requirements promulgated by the Judicial Council, and are sometimes hereinafter referred to as "base requirements."

Courts which have an average of more than 60 but fewer than 201 cases filed each month are classified as Class III Courts. In addition to the base requirements, a Class III Court must be open more hours each week (see attached Class III minimum requirements), and court must be scheduled at least every other week.

Courts which have an average of more than 200 but fewer than 501 cases filed each month are classified as Class II Courts. In addition to the base requirements, Class II Courts are required to be open additional hours (see attached Class II minimum requirements), the courtroom configuration is required to be permanent (although the courtroom may be used by another entity when the court is not in session), court must be scheduled at least weekly, the judge must be provided an appropriate office (chambers) for his or her own use, clerical space may not be shared, at least one full-time clerk must be provided (see attached Class II minimum requirements), and the courtroom, judge's chambers and clerk's office must be in the same building.

Courts which have an average monthly filing of more than 500 cases are classified as Class I Courts. Class I Courts are considered to be full-time courts. In addition to the base requirements, a Class I Court must have a full-time judge, at least three clerks, it must be open during regular business hours, it must have a courtroom which is dedicated for the exclusive use as a court and meets the master plan guideline adopted by the Judicial Council, and the judge's chambers and clerk's office cannot be shared by another entity.

The State Legislature has provided that any justice court that continues to meet the minimum requirements for its class is entitled to be recertified. The Judicial Council also has authority to waive any minimum requirement which has not been specifically imposed by the legislature (i.e. requirements 1-10 above, which have been adopted by the Judicial Council pursuant to Section 78A-7-103). Waiver is at the discretion of the Judicial Council and will be based upon a demonstrated need for a court to conduct judicial business and upon public convenience. Any waiver will generally be for the entire term of the certification. A waiver must be obtained through the Judicial Council each time a court is recertified, and the fact that a waiver has been previously granted will not be determinative on the issue of waiver for any successive application.

There is a great diversity in the needs of the justice courts. The needs of a particular court are affected by the type of cases filed (some courts have a high percentage of traffic matters, while others handle significant numbers of criminal and small claims matters), the location of the court, the number of law enforcement agencies served, the policies and procedures followed by each

judge with respect to the operation of the court, and many other factors. Clerical resources and judicial time are particularly sensitive to local conditions. In order to adequately function, it is anticipated that some courts will exceed minimum requirements for clerical resources and judicial time. Similarly, the particular circumstances of a court may allow it to operate efficiently with less than the minimum requirements in the above areas; in such circumstances a waiver may be requested.

The statute also provides that the Judicial Council may grant an extension of time for any requirement which is not specifically required by statute. An extension may be granted at the discretion of the Judicial Council where individual circumstances temporarily prevent the entity from meeting a minimum requirement. An extension will be for a specific period of time and the certification of the court will terminate at the end of the extension period. In order for the court to continue to operate beyond the extension period, the court must be certified as meeting all requirements, obtain an additional extension, or obtain a waiver as provided above.

Applications for existing courts for recertification must be accompanied by an affidavit of the judge, on a form approved by the Judicial Council, certifying that the operational standards for the court have been met. Any exceptions to compliance with the minimum requirements or operational standards shall be noted on the above form. In addition, individual justice court judges must meet with the governing body of the entity which created the court at least once a year to review the budget of the court, review compliance with the requirements and operational standards of the court, and discuss other items of common concern and shall certify that this meeting has been held, and that the operational standards for the court have been met during the prior year.

Upon submission of an application, the Board of Justice Court Judges will conduct an appropriate independent investigation and notify the entity of its initial recommendations, whether in favor or against certification. If the Board intends to recommend against certification, it shall specify the minimum requirements that have not been met. The entity may then present additional information to the Board, request an extension, or request a waiver. After making an appropriate investigation based upon any additional information or request made by the entity, the Board will then submit its recommendations to the Judicial Council. The recommendations shall specify whether or not a waiver or extension should be granted, if either has been requested. If the recommendation is against recertification, or against waiver, or against extension, the entity may request that it be allowed to make an appearance before the Judicial Council. Any request to appear before the Judicial Council must be filed within 15 days of notification of the Board's recommendations.

If you have any questions concerning this application, please contact James M. Peters, Justice Court Administrator, by calling (801) 578-3824 or emailing jamesp@utcourts.gov.

OPERATIONAL STANDARDS

The following standards are intended to be applied in the recertification review by the Board of Justice Court Judges as operational standards. The justice courts are classified into four classes, based upon case filings. The case filing information is expressed in terms of filings per month, but courts will be classified on the basis of average monthly filings over a period of at least one year.

The classification of a court is determined at creation and is subject to review and possible reclassification whenever the Court is recertified. While the standards for some areas of court operation are uniform for all classifications of justice court, other standards are developed on a continuum, reflecting the difference in the time needed to competently manage caseloads at different levels.

Waiver or extension of any requirement promulgated by the Judicial Council may be obtained at the discretion of the Judicial Council based upon the need for a court. Considerations for waiver or extension will be made on a case by case basis in consideration of, among other things, public convenience and proximity to other courts.

CLASS I

MINIMUM REQUIREMENTS [Note that the following are **minimum** requirements. In order to adequately function as a Class I Court, it may be necessary for your court to exceed the minimum requirements.]

- FILINGS:

501 or more citations or cases filed per month

- HOURS:

Court Open: Full time

Judge: Full time

- FACILITY:

Dedicated Courtroom (with juror deliberation room)

Judge's Chambers

Clerk Office

Co-located in the same facility

(Meet the Master Plan Guidelines adopted by the Judicial Council)

- CLERICAL RESOURCES:

At least three full-time clerks

- PROSECUTION:

Prosecutor to screen cases and represent the county or municipality at trial.

- INDIGENT DEFENSE:

The municipality or county provides adequate funding to provide indigent defense counsel for any defendant who requests representation and qualifies.

- LEGAL RESOURCES:

The following must be available and kept current:

- a. Utah Code
- b. Local ordinances
- c. Justice Court Manual
- d. Code of Judicial Administration
- e. Uniform Fine Schedule
- f. Other legal resources as required under 78A-7-103.

- LAW ENFORCEMENT:

The local government creating the court must have at least one employed or contracted peace officer.

- BAILIFF:

The local government creating the court must provide a sworn law enforcement officer to attend court when required and provide security for the court.

- SECURITY PLAN:

A court security plan must be submitted consistent with C.J.A. Rule 3-414.

- JURY/ WITNESS FEES:

Local government is responsible for payment of statutory juror and witness fees.

- EDUCATION:

Local government is responsible for cost of attendance at Judicial Council mandated training (at least 30 hours per year for the judge and 10 hours per year for clerks).

- REPORTING:

All reports and audits shall be made and timely filed as provided by law or by rule of Judicial Council. Reports to the Driver License Division and the Bureau of Criminal Identification must be made electronically (via the internet).

CLASS II

MINIMUM REQUIREMENTS [Note that the following are **minimum** requirements. In order to adequately function as a Class II Court, it may be necessary for your court to exceed the minimum requirements.]

- FILINGS:

201 to 500 citations or cases a month.

- HOURS:

Court Open:

201-300 filings At least 4 hours per day

301-400 filings At least 5 hours per day

401-500 filings At least 6 hours per day

Judge available when needed. Trial calendar set at least weekly.

- FACILITY:

Courtroom (configuration is permanent but may be shared)

Judge's Office

Clerk Office

(Courtroom and office must be co-located in the same building)

- CLERICAL RESOURCES:

201-275 filings At least one full-time clerk

276-350 filings 1.5 FTEs

351-425 filings 2.0 FTEs

426-500 filings 2.5 FTEs

- PROSECUTION:

Prosecutor to screen cases and represent the county or municipality at trial.

- INDIGENT DEFENSE:

The municipality or county provides adequate funding to provide indigent defense counsel for any defendant who requests representation and qualifies.

- LEGAL RESOURCES:

The following must be available and kept current:

a. Utah Code

b. Local ordinances

c. Justice Court Manual

d. Code of Judicial Administration

e. Uniform Fine Schedule

f. Other legal resources as required under 78A-7-103

- LAW ENFORCEMENT:

The local government creating the court must have at least one employed or contracted peace officer.

- BAILIFF:

The local government creating the court must provide a sworn law enforcement officer to attend court when required and provide security for the court.

- SECURITY PLAN:

A court security plan must be submitted consistent with C.J.A. Rule 3-414.

- JURY/ WITNESS FEES:

Local government is responsible for payment of statutory juror and witness fees.

- EDUCATION:

Local government is responsible for costs of attendance at Judicial Council mandated training (at least 30 hours per year for the judge and 10 hours per year for clerks).

- REPORTING:

All reports and audits shall be made and timely filed as provided by law or by rule of Judicial Council. Reports to the Driver License Division and the Bureau of Criminal Identification must be made electronically, via the internet.

CLASS III

MINIMUM REQUIREMENTS [Note that the following are **minimum** requirements. In order to adequately function as a Class III Court, it may be necessary for your court to exceed the minimum requirements.]

- FILINGS:

61-200 citations or cases per month

- HOURS:

Court Open

61-150 filings At least 2 hours a day

151-200 filings At least 3 hours a day

Judge available as needed. Trial calendar set at least every other week.

- FACILITY:

Courtroom (access to public facility for trials, arraignments, etc.)

Judge's /clerk office

(Meets minimum requirements)

- CLERICAL RESOURCES:

At least one clerk required to be available daily during the scheduled hours of court operation and during court sessions as needed.

- PROSECUTION:

Prosecutor to screen cases and represent the county or municipality at trial.

- INDIGENT DEFENSE:

The municipality or county provides adequate funding to provide indigent defense counsel for any defendant who requests representation and qualifies.

- LEGAL RESOURCES:

The following must be available and kept current:

a. Utah Code

- b. Local ordinances
- c. Justice Court Manual
- d. Code of Judicial Administration
- e. Uniform Fine Schedule
- f. Other legal resources as required under 78A-7-103

- LAW ENFORCEMENT:

The local government creating the court must have at least one employed or contracted peace officer.

- BAILIFF:

The local government creating the court must provide a sworn law enforcement officer to attend court when required and provide security for the court.

- SECURITY PLAN:

A court security plan must be submitted consistent with C.J.A. Rule 3-414.

- JURY/ WITNESS FEES:

Local government is responsible for payment of statutory juror and witness fees.

- EDUCATION:

Local government is responsible for costs of attendance at Judicial Council mandated training (at least 30 hours each year for the judge and 10 hours per year for clerks).

- REPORTING:

All reports and audits shall be made and timely filed as provided by law or by rule of Judicial Council. Reports to the Driver License Division and the Bureau of Criminal Identification must be made electronically, via the internet.

CLASS IV

MINIMUM REQUIREMENTS [Note that the following are **minimum** requirements. In order to adequately function as a Class IV Court, it may be necessary for your court to exceed the minimum requirements.]

- FILINGS:

0-60 citations and/or cases per month

- HOURS:

Court open at least one hour per day. Judge available as needed and trial calendar set at least monthly.

- FACILITY:

Courtroom (access to public facility for trials, arraignments, etc.)
 Judge's/clerk office (can be a shared resource but court has priority when needed.)
 (Meets minimum requirements)

- **CLERICAL RESOURCES:**

At least one clerk required to be available daily during the scheduled hours of court operation and during court sessions as needed.

- **PROSECUTION:**

Prosecutor to screen cases and represent the county or municipality at trial.

- **INDIGENT DEFENSE:**

The municipality or county provides adequate funding to provide indigent defense counsel for any defendant who requests representation and qualifies.

- **LEGAL RESOURCES:**

The following must be available and kept current:

- a. Utah Code
- b. Local ordinances
- c. Justice Court Manual
- d. Code of Judicial Administration
- e. Uniform Fine Schedule
- f. Other legal resources as required under 78A-7-103

- **LAW ENFORCEMENT:**

The local government creating the court must have at least one employed or contracted peace officer.

- **BAILIFF:**

The local government creating the court must provide a sworn law enforcement officer to attend court when required and provide security for the court.

- **SECURITY PLAN:**

A court security plan must be submitted consistent with C.J.A. Rule 3-414.

- **JURY/ WITNESS FEES:**

Local government is responsible for payment of statutory juror and witness fees.

- **EDUCATION:**

Local government is responsible for costs of attendance at Judicial Council mandated training (at least 30 hours each year for the judge and 10 hours per year for clerks).

- **REPORTING:**

All reports and audits shall be made and timely filed as provided by law or by rule of Judicial Council. Reports to the Driver License Division and the Bureau of Criminal Identification must be made electronically, via the internet.

MINIMUM STANDARDS FOR THE COURTROOM AND OFFICE

Utah Justice Courts handle a very high volume of cases. With this magnitude of cases, it is likely that any contact an average citizen will have with the Utah Judicial System will be through the justice courts. In many instances, this contact will be a citizen's only impression of Utah's system of justice and, even in minor cases, is likely to leave a lasting impression. Regardless of the gravity of a matter before the court, citizens take their appearances as a defendant, witness or juror very seriously and form judgments on the entire judicial system on the basis of their personal experience. As such, it is essential that justice courts convey a sense of justice, dignity and concern for the citizens who interact with them. The facilities which house the courts play an instrumental role in forming these opinions and it is incumbent upon the judicial system to provide appropriately appointed forums in both the largest urban courts and the smallest rural communities.

The following space standards recommend courtroom designs that promote these goals. The courtroom sizes and support staff space are intended to allow for the expeditious administration of justice. They also allow for growth in judicial workloads and unforeseen changes in practice and procedure. In general terms, there are great similarities between the higher courts and justice courts in courtroom configuration and space dynamics. For example, the principles of bench elevation sight lines, witness-jury-judge proximity, and spectator-well orientation are all consistent between courts. Therefore, most of the design recommendations suggested for district courts apply to justice courts. The following discussion emphasizes these similarities and notes exceptions due to statutory and procedural differences as well as resource limitations.

- GENERAL COURTROOM DESIGN:

As stated above, justice court courtrooms should convey the same impressions of dignity, justice, and authority as those serving a court of higher jurisdiction. The appearance of the courtroom should reflect the fact that they are forums for justice. In applying design principles of the higher court to justice courts, the absence of court reporters and full-time bailiffs should be noted. Therefore, the following guidelines are presented in areas that are materially affected by the unique nature of the justice courts.

1. Courtrooms should be at least 1,300 square feet in Class I jurisdictions, 1,100 square feet in Class II jurisdictions and 800 square feet in Class III and Class IV jurisdictions. Walls and ceilings should have appropriate finishes and the well should be illuminated to prevent reading eye strain. The room should be sound insulated from outside noise. All courtrooms should be fully carpeted and adequate ventilation and temperature controls should be installed.
2. The judge's bench should be elevated at least one riser above the well floor level. As in the district court, judges' benches should be elevated above the eye level of persons who approach the bench, usually three risers. It is recognized however, those low ceiling heights in some justice courts do not allow for three-riser elevation. Benches elevated 18 inches or more in smaller courts can bring the judge too close to the ceiling when standing and puts the bench out of proportion to the room size. One riser should be the minimum standard and additional elevation is desirable as the dimensions of the room permit. Sufficient space should be provided

on the bench for limited file and personal storage and the necessary audio/visual and technology systems to facilitate court proceedings. A concealed duress alarm should be located at the bench in case of emergencies. Other space design considerations may be considered and implemented as necessary to facilitate court proceedings.

3. The witness box should be placed adjacent to the judge's bench. All courtroom participants must have a clear line of sight to the witness box. The box should be large enough to accommodate two people and be enclosed on two to three sides, depending on the entry location. The height of the witness box should shield the witness only from the waist down so that all non-verbal gestures can be easily viewed.
4. The jury box should be placed near the witness box and also have a clear line of sight to all participants. The standard jury box should accommodate five jurors. This will accommodate four jurors with an option for an alternate juror and space for a disabled juror. The jury box should consist of a single row of stationary swivel seats.

The jurors themselves should be in view of the court as well as the spectators to ensure the perception of an open and public trial. However, the jury box should be sufficiently distanced from the spectator area to inhibit any physical or verbal contact. Seven feet from the center of the first juror's chair to the bar is adequate. This leaves an additional two to three feet from the edge of the bar to the center of the nearest spectator's seat.

A "modesty rail" should be placed in front of the jurors with enough depth to rest documents and files.

A clerk's station should be provided by the judge's bench opposite from the witness stand. This will accommodate different in-courtroom practices and procedures. It should also have storage and required technology systems and controls to facilitate court proceedings. The clerk's station should be located to facilitate conversation between the clerk and the judge from the judge's bench.

5. Tables for the defense and prosecution should be provided to comfortably seat three persons each. The tables' distance from each other, the spectators, and the jury should be such that private conversations cannot be overheard. This usually requires at least five feet between tables and eight feet from the nearest juror or spectator.
6. Judge's chambers should be at least 120-160 square feet with direct access to the judge's bench and to the clerk's area. Chambers should be equipped with adequate shelving for law texts, a desk and chair for the judge and visitor seating for small meetings or conferences.

7. A jury room no smaller than 150 square feet should be integrated into each justice court. This space can serve as a conference room for attorneys and clients or as flexible space when not in use by a jury. A table and chairs should be provided and a telephone outlet should be installed for conference use. A toilet room should be conveniently available to the conference room and a drinking fountain should be in close proximity.

The Clerk's area should include a reception area for visitors and a counter to receive people with business before the court. The reception area should be no less than 150 square feet and the counter space should comprise 60 square feet (e.g. a seven-foot counter with a depth of three feet and approximately three feet of open area on each side).

A restroom for the public and a separate restroom for the judge, staff and jurors should be provided.

Clerical staff should be afforded 75 square feet per person to accommodate a desk, chair, computer and other equipment and perimeter space. Staff space should be open landscape type. A small storage and print/copier area should also be provided.

- CLERICAL/SUPPORT SPACE:

The clerical and support space listed in the general court standards can also be applied to the justice courts. Actual justice court staff will vary widely depending on location, workload and county support.

COURT CERTIFICATION AFFIDAVIT

Court Location: Monticello

Judge: Lyon W. Hazleton II

Address: 297 South Main. P.O. Box 833
Monticello Utah 84535

Telephone: 1-435-567-2544

Level of Court (Circle one): I II III IV

Average Case Filings Per Month: 263

Daily Court Hours: 8-5.

Number of Full-time Clerks: 1
Hours Worked Per Week Per Clerk: 40

Number of Part-time Clerks: 1
Hours Worked Per Week Per Clerk: 32

This form is divided into two parts. Section I contains those requirements that are statutory and cannot be waived. Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

Comes now Judge Lyon W. Hazleton II

Justice Court Judge for SAN Juan County

and, except as specifically noted below, certifies as follows:

SECTION I

THE FOLLOWING ITEMS ARE STATUTORY AND CANNOT BE WAIVED. CERTIFICATION WILL NOT BE GRANTED UNLESS EACH REQUIREMENT IS MET.

Please indicate Yes or No to each of the following:

1. All official court business is conducted in a public facility. Yes
2. Court is open daily. Yes
3. The hours of court operation are posted conspicuously. Yes
4. The judge and the clerk attend court at regularly scheduled times based on the level of the court. Yes
5. The judge is compensated at a fixed rate, within the statutory range. Yes
6. The responsible governmental entity provides and compensates sufficient clerical personnel necessary to conduct the business of the court. Yes
7. The responsible governmental entity assumes the expenses of the travel of the judge for purposes of required judicial education. Yes
8. The responsible governmental entity assumes the expenses of the travel of each clerk for the purposes of attending training sessions conducted by the Judicial Council. Yes
9. The responsible governmental entity provides the Court with:
 - a. Sufficient prosecutorial support Yes
 - b. Funding for attorneys for indigent defendants, as appropriate Yes
 - c. Sufficient local law enforcement officers to attend court as provided by statute Yes
 - d. Security for the court as provided by statute Yes
 - e. Witness and juror fees Yes
 - f. Appropriate copies of the Utah Code, the Justice Court Manual, state laws affecting local governments, local ordinances and other necessary legal reference materials Yes
10. Fines, surcharges and assessments which are payable to the state are forwarded as required by law. Yes

11. Court is held within the jurisdiction of the court, except as provided by law (78A-7-212).

yes

12. All required reports and audits are filed as required by law or Rule of the Judicial Council.

yes

13. A record of all court proceedings is maintained by an appropriate audio recording system.

yes

SECTION II

Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived or an extension granted pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

Please indicate YES or NO to each of the following:

1. Court is open each day as appropriate for the classification of the court. yes
2. The judge is available to attend court and to conduct court business as needed. yes
3. Minimum furnishings in the courtroom include:
 - a. Desk and chair for the judge yes
 - b. A six-inch riser yes
 - c. Desk and chair for the court clerk yes
 - d. Chairs for witnesses yes
 - e. Separate tables and appropriate chairs for plaintiffs and defendants yes
 - f. A Utah State flag yes
 - g. A United States flag yes
 - h. A separate area and chairs for at least four jurors yes
 - i. A separate area with appropriate seating for the public yes
 - j. An appropriate room for jury deliberations yes
 - k. An appropriate area or room for victims and witnesses which is separate from the public yes
 - l. A judicial robe yes
 - m. A gavel yes
 - n. Current fine schedules yes
 - o. A copy of the Code of Judicial Administration yes
 - p. Necessary forms and supplies yes

- q. Office space for the judge yes
 - r. Office space for the court clerk yes
 - s. Secure filing cabinets yes
 - t. Appropriate office supplies yes
 - u. A cash register or secured cash box yes
 - v. At least one computer with internet access yes
 - w. Access to a copy machine yes
4. The appropriate number of clerks as required by the classification of the court are present during the time court is open each day and as needed during court sessions. yes
5. Does the applicant have a law enforcement department? yes
6. If the applicant does not have a law enforcement department, identify the law enforcement agency which will provide law enforcement services for the applicant: _____

7. A security has been submitted consistent with C.J.A. Rule 3-414. yes
8. The court electronically reports to the Driver License Division, the Bureau of Criminal Identification and the Administrative Office of the Courts as required. yes
9. If the court is a **Class I** court:
- a. Judge is employed on a full-time basis _____
 - b. Dedicated courtroom which meets the master plan guidelines adopted by the Judicial Council _____
 - c. Court has a jury deliberation room _____
 - d. Judge's chambers, clerk's office, and courtroom are in the same building _____
 - e. Judge has his or her own private chambers _____
 - f. Clerk's office is separate from any other entity _____
 - g. Court is open during normal business hours _____

10. If the court is a **Class II** court:

a. Court is open (check one)

- 201-300 average monthly filings: at least 4 hours/day
- 301-400 average monthly filings: at least 5 hours/day
- 401-500 average monthly filings: at least 6 hours/day

9-4(7)

b. Trial calendar is set at least weekly yes

c. Courtroom configuration is permanent yes

d. Courtroom, judge's chambers, and clerk's office are within the same building yes

e. Judge has his or her own private chambers yes

11. If the court is a **Class III** court:

a. Trial calendar is set at least every other week _____

b. Court is opened (check one):

- 61-150 average monthly filings: at least 2 hours/day
- 151-200 average monthly filings: at least 3 hours/day

12. If the court is a **Class IV** court:

a. Trial calendar is set at least monthly _____

b. Court is open at least 1 hour per day _____

13. **If you have responded with a "no" to any item in Section II above, you must request a waiver or extension below and justify that request.** If waiver or extension of any requirement is requested, please specify each requirement and indicate factors which demonstrate a need for the waiver or extension. For any requested extension, please include the requested extension period. (To receive a waiver or extension of any requirement, the information requested in this section must be provided. Remember that statutory requirements cannot be waived or extended).

I am familiar with the minimum operational standards for this court, and except as noted above, those standards are currently met or exceeded. During the current term of the court, I have met with the appropriate governing body of the city to review the budget of the court, review compliance with the minimum requirements and operational standards, and discuss other items of common concern.

DATED this 2nd day of November, 2022.


Justice Court Judge

I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

Executed on this 2nd day of November, 2022.

C H E C K L I S T

Please be sure that your application for recertification includes each of the following:

1. Court Certification Affidavit completed and signed by the judge.
2. A copy of a written opinion from the city or county attorney (as appropriate), directed to the appropriate sponsoring governmental entity, advising that entity of all requirements for the operation of the justice court and the feasibility of maintaining the court.
3. A copy of a duly passed resolution of the sponsoring governmental entity that
 - a. requests recertification of the court, and
 - b. affirms that the entity is willing to meet all requirements for the operation of the court during the period of certification.
4. A copy of your court security plan, as required by C.J.A. Rule 3-414, unless it has not changed since it was last submitted.

**ALL FOUR OF THESE DOCUMENTS MUST BE RECEIVED BY THE BOARD OF
JUSTICE COURT JUDGES AT THE ADDRESS BELOW BY:
DECEMBER 2, 2022.**

Board of Justice Court Judges
Attention: James M. Peters
Administrative Office of the Courts
P. O. Box 140241
Salt Lake City, Utah 84114-0241



Ronald B. Gordon, Jr.
Administrative Office of the Courts
450 South State Street
PO Box 140241
Salt Lake City UT 84114-0241

San Juan County Commission
PO Box 9
Monticello UT 84535

Re: Certification of the San Juan County Justice Court

Dear Mr. Gordon

As the San Juan County Attorney, I have been asked to give an opinion letter in regard to the recertification of the San Juan County Justice Court (SJCJC"). I have reviewed the requirements set forth in 78A-7-101, et. seq. and elsewhere in the Utah state code. I have reviewed the current operation of our court, together with its facilities, to determine whether the SJCJC meets the minimum standards of operation for a justice court.

San Juan County assumes and pays the compensation for judges and clerks; it pays for costs of their travel, meals and lodging for training purposes. It provides the necessary prosecutor(s), and law enforcement personnel for security; it provides defense counsel for indigent persons. The court provides copies of the Utah Code, Utah Court Rules and other manuals and materials at its location and are available for public use. It complies with the minimum standards set forth in U.C.A. §78A-7-103, including the standards for audio recordings.

The SJCJC is open on a daily basis and has appropriate staff; the judge has attended the requisite training sessions, which the county has paid for; the county continues to pay for training sessions that the judge and his staff require; witness and jury fees are appropriately paid by the county; all fines, surcharges and assessments are forwarded to the state; the court uses a case management and reporting system. I find that the SJCJC complies with the statutory requirements set forth in U.C.A. §78A-7-201, et.seq.



SAN JUAN COUNTY ATTORNEY

Brittney M. Ivins

County Attorney

Item 13.

I am unaware of any requirement set forth in Chapter 7 of Title 78A that the SJCJC does not comply with. It is my opinion that San Juan County Justice Court complies in every way with the statutory requirements set forth in the Utah code and I hereby submit that the San Juan County Justice Court should be recertified.

DATED this 28 day of November, 2022

San Juan County Attorney

By: Brittney Ivins
Brittney M Ivins



COMMISSION STAFF REPORT

MEETING DATE:	December 6, 2022
ITEM TITLE, PRESENTER:	Consideration and Approval of the Memorandum of Understanding between San Juan County and the State of Utah, Department of Public Safety for Grant of \$10,000 for First Responder Mental Health Services, Mack McDonald, Chief Administrative Officer
RECOMMENDATION:	Approve

SUMMARY

This Memorandum of Understanding is to implement the provision of Utah Code Ann. §§ 53-21-103, which allows the Department of Public Safety, to award grants to first responder agencies to assist with the cost of providing mental health resources to first responders.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Public Safety

JESS L. ANDERSON
Commissioner

Item 14.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered by and between San Juan County (Recipient Entity) and the State of Utah, Department of Public Safety (DPS), stating the obligations that govern the award of state funds granted to the Recipient Entity from state funding received pursuant to House Bill 23 "First Responder Mental Health Service Amendments" passed in the 2022 General Legislative Session.

PURPOSE

This MOU is to implement the provisions of Utah Code Ann. §§ 53-21-103, which allows DPS to award grants to first responder agencies to assist with the costs of providing mental health resources to first responders.

AGREEMENT

Therefore the Parties agree to this MOU as follows:

- a. DPS shall issue a check to Recipient Entity in the amount of \$10,000.
- b. The Recipient Entity agrees to:
 - 1) use the awarded resources only in the manner set forth in Section 53-21-103;
 - 2) maintain records for five years sufficient to show how the funding is used;
 - 3) cooperate with the committee (awarding committee) created under Administrative Rule R714-570-10 if and when the committee determines it is necessary to audit agency records, and evaluate use of the funding; and
 - 4) provide a quarterly report to the committee that includes:
 - (a) the amount of grant funding awarded to the agency;
 - (b) the amount of grant funding expended by the agency, and the purposes for which the grant funding was expended;
 - (c) the amount of grant funding not yet expended by the agency;
 - (d) the number of first responders, family members, and retired first responders served; and the types of services provided
 - 5) return the grant funding to DPS if DPS determines that an agency has used grant funding for purposes not specified in Section 53-21-103.

These BOE submissions are the result of additional ASSESSOR IDENTIFIED / INITIATED corrections. These are mostly due to computer issues with "factoring". In example, computer could not identify "unbuildable parcels". Additionally, the computer also did not identify some parcels that should have been included in the "factoring"

**Presented to the San Juan County Commission, acting as the Board of Equalization
at the 12/6/22 Commission Meeting**

1 Name: Micheal Lee
RE: Challenging Vacant Land classification - Assessor error, should be Greenbelt from 2019

Parcel number	Current Value	Corrected Value
36S22E236020	\$27,000.00	\$27,000.00

2 Name: Billie Allen / Valerie Brown
RE: Parcel value for unimproved land per land guide

Parcel number	Current Value	Corrected Value
40S21E263611	\$105,000.00	\$75,000.00

3 Name: Troutt, Michael
RE: Change to primary residence

Parcel number	Current Value	Corrected Value
00066000003A	\$484,871.00	\$484,871.00

4 Name: Rentals Plus
RE: Land should be in greenbelt

Parcel number	Current Value	Corrected Value
A00220050020	\$5,800.00	\$5,800.00

5 Name: Wilson Arch Properties
RE: Reduce values, parcels are not buildable

Parcel number	Current Value	Corrected Value
0007300000C2	\$38,000.00	\$4,400.00
0007300000C1	\$41,455.00	\$4,800.00
000730000000	\$114,000.00	\$10,560.00
00057000000A	\$449,956.00	\$15,630.00
0005700000F0	\$157,182.00	\$14,560.00
0005700000A0	\$43,200.00	\$8,640.00

6 Name: Christensen, Scott
RE: Changing vacant land value to reflect land guide

Parcel number	Current Value	Corrected Value
A33240310005	\$56,600.00	\$10,600.00

7 Name Wilson Arch Properties
RE: Incorrect acreage amount

Parcel number	Current Value	Corrected Value
0005700000E0	\$180,600.00	\$78,543.00

8 Name Adair, Arthur
RE: Landlocked parcel

Parcel number	Current value	corrected value
A33240313600	\$36,600.00	\$5,000.00

7 Name: Christensen, Patricia
RE: Correcting error on Residential

Parcel number	Current Value	Corrected Value
A33240310002	\$65,000.00	\$12,740.00

8 Name: Tracy, Karson
RE: Parcels should be in greenbelt

Parcel number	Current Value	Corrected Value
000230220730	\$27,000.00	\$27,000.00
000230220740	\$27,000.00	\$27,000.00