



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
June 06, 2023 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

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 the Check Registers for May 12th to June 1st, 2023
2. Approval of the Small Purchase of the Annual Subscription for Wheeler Cat Software for \$3,150.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

3. San Juan County Historic Commission Presentation

BUSINESS/ACTION

- [4.](#) Consideration and Approval of the Contract for \$18,000 with the American Stewards of Liberty for assistance in Coordinating and Advising in Federal Land Planning in San Juan County. Mack McDonald, Chief Administrative Officer
- [5.](#) Consideration and Approval of the Commenting Letter Regarding Proposed Rule: Conservation and Landscape Health (43 CFR Parts 1600 and 6100). Nick Sandberg, Public Lands Coordinator
- [6.](#) Consideration and Approval of the Letter Request to the BLM for Consulting Party Status, Section 106 Review, Revised March and December 2018 Oil and Gas Lease Sales. Nick Sandberg, Public Lands Coordinator
- [7.](#) Consideration and Approval of the Local Consent for a Single Event for July 8, 2023 - Underdog's Dog Paddle Event Held At Ken's Lake for Retail Beer Sales. Lyman Duncan, County Clerk/Auditor
- [8.](#) Consideration and Approval to Purchase Walk'n'Roll Compactors, TJ Adair, Road Superintendent
- [9.](#) Consideration and Approval of the Letter of Support for San Juan County's Participation in the Utah Office of Tourism Co-op Grant Application for \$275,000. Elaine Gizler, Economic Development and Visitor Services Director.
- [10.](#) Consideration and Approval of 2023-2024 Annual Participation Agreement between Visa U.S.A. and San Juan County. Elaine Gizler, Economic Development and Visitor Services Director.
- [11.](#) Consideration and Approval of the State of Utah Contract from the Division of Outdoor Recreation and San Juan County for the Spanish Hills Trail. Elaine Gizler, Economic Development, and Visitor Services Director.
- [12.](#) Consideration and Approval of San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 5. Grant Sunada, Public Health Director
- [13.](#) Consideration and Approval of Public Health Crisis Response Workforce Supplemental Grant Contract for SFY 2022 – San Juan County Amendment 2. Grant Sunada, Public Health Director
- [14.](#) Consideration and Approval of San Juan Public Health Department - FY22 Violence and Injury Prevention Program Amendment 1. Grant Sunada, Public Health Director
- [15.](#) Consideration and Approval of San Juan County Health Department - HIV Prevention 2023 Amendment 1. Grant Sunada, Public Health Director
- [16.](#) Consideration and Approval of San Juan County - Tuberculosis Prevention and Control Amendment 6. Grant Sunada, Public Health Director
- [17.](#) Consideration and Approval of the Contract for \$7,280 to TM Premier Services, Inc. for Landscape Services at Multiple Locations in San Juan County. Sam Long, Facilities Maintenance Supervisor.

- [18.](#) Consideration and Approval of the Contract for \$266,556.46 with Kilgore Companies, dba LeGrand Johnson for Asphalt Repair and Replacement Projects at Multiple Locations in San Juan County. Sam Long, Facilities Maintenance Supervisor.
- [19.](#) Consideration and Approval of the Appointment of Robert Turk to the Blanding Cemetery District
- [20.](#) Consideration and Approval of the 2023 BLM Dispatch Contract. Mack McDonald, Chief Administrative Officer
- [21.](#) Consideration and Approval of the Az/Utah Local Economic Coalition's Letter to President Joseph Biden Requesting that the Administration Does Not Designate Another National Monument in Our Region of the Southwest.

COMMUNITY REINVESTMENT AGENCY

- [22.](#) Consideration and Approval of the Tax Increment Participation Agreement for Bluff Dwellings. Elaine Gizler, Economic Development, and Visitor Services Director.

COMMISSION REPORTS

EXECUTIVE SESSION

23. A Closed Executive Session to for a Strategy Session to Discuss Pending or Reasonably Imminent Litigation as Permitted Under UCA 52-4-205.

ADJOURNMENT

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

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

**San Juan County
Check Register
All Bank Accounts - 05/12/2023 to 06/01/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
6-Star Installation & Sales	125117	1468	05/12/2023	05/16/2023	3,685.00	SJC Sheriff	104210610 - Miscellaneous Supplies	
6-Star Installation & Sales	125117	1482	05/12/2023	05/16/2023	3,685.00	SJC Sheriff	104210610 - Miscellaneous Supplies	
6-Star Installation & Sales	125117	1486	05/12/2023	05/16/2023	3,685.00	SJC Sheriff	104210610 - Miscellaneous Supplies	
					<u>\$11,055.00</u>			
					\$11,055.00			
Abbott Laboratories	125243	616803008	05/24/2023	05/24/2023	936.08	SJC Aging	104679610 - Miscellaneous Supplies	
Abbott Laboratories	125243	616815791	05/24/2023	05/24/2023	75.52	SJC Aging	104679610 - Miscellaneous Supplies	
					<u>\$1,011.60</u>			
					\$1,011.60			
Adams, Bruce	125118	20230425BA	05/15/2023	05/16/2023	565.00	Travel Reimbursement	104111230 - Travel Expense	
Adams, Bruce	125218	20230516BA	05/22/2023	05/24/2023	347.19	Travel Reimbursement	104111230 - Travel Expense	
					<u>\$912.19</u>			
AJWyperd LLC	125119	321172	05/16/2023	05/16/2023	250.00	Task Force Vehicle	104211610 - Miscellaneous Supplies	
					<u>\$250.00</u>			
Amazon Capital Services	125120	1F16-YLHC-4CM	05/15/2023	05/16/2023	581.37	SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	125120	1LN4-7R6G-G1K	05/15/2023	05/16/2023	165.01	SJC Road Dept	214412250 - Equipment Operation	
					<u>\$746.38</u>			
Amazon Capital Services	125237	17Q1-M4DV-D4R	05/23/2023	05/24/2023	595.72	SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	125237	19FJ-GNFR-6TPJ	05/23/2023	05/24/2023	10.99	SJC Public Health	255296.480 - Health Disparities Special	
Amazon Capital Services	125237	1PFP-9D9X-FJV6	05/23/2023	05/24/2023	176.06	SJC Road Dept.	214412250 - Equipment Operation	
Amazon Capital Services	125237	1TVN-R37Q-K37	05/23/2023	05/24/2023	16.99	SJC Public Health	255296.480 - Health Disparities Special	
Amazon Capital Services	125237	1XV3-M7DV-3M7	05/23/2023	05/24/2023	51.74	SJC Road Dept	214412250 - Equipment Operation	
					<u>\$851.50</u>			
					\$1,597.88			
Amerigas Propane LP	125230	805686547	05/23/2023	05/24/2023	545.35	200781355	214414270 - Utilities	
					<u>\$545.35</u>			
Austin, Ann	125121	20230413AA	05/12/2023	05/16/2023	50.00	Planning & Zoning	104114620 - Miscellaneous Services	
Austin, Ann	125121	20230413AA	05/12/2023	05/16/2023	65.50	Planning & Zoning	104114230 - Travel Expense	
Austin, Ann	125121	20230511AA	05/12/2023	05/16/2023	50.00	Planning & Zoning	104114620 - Miscellaneous Services	
					<u>\$165.50</u>			
					\$165.50			
Benn, Lyandra	125212	LB05122023	05/23/2023	05/24/2023	232.00	travel reimbursement	104230230 - Travel Expense	
					<u>\$232.00</u>			
Blanding City	125122	20230510213827	05/15/2023	05/16/2023	1,013.58	500790001 Blanding Ambulance Garage	264350270 - Utilities	
Blanding City	125122	20230512093810	05/16/2023	05/16/2023	833.87	501640001 Blanding Library	724168270 - Utilities	
Blanding City	125122	20230512093810	05/16/2023	05/16/2023	240.17	501820007	104163270 - Utilities	
					<u>\$2,087.62</u>			
Blanding City	125239	BC202305090844	05/23/2023	05/24/2023	920.20	553343140 - San Juan Public Health	255007.270 - Indirect Admin Utilities	
					<u>\$3,007.82</u>			
					\$3,007.82			
Blue Mountain Foods	125123	118431	05/15/2023	05/16/2023	9.36	SJC Ambulance	264350610 - Miscellaneous Supplies	
Blue Mountain Foods	125123	119130	05/12/2023	05/16/2023	63.96	SJC Jail	104230480 - Kitchen Food	
					<u>\$73.32</u>			
Blue Mountain Foods	125204	119156	05/24/2023	05/24/2023	86.27	SJC Sheriff Dept	104215620 - Miscellaneous Services	
					<u>\$159.59</u>			

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Bound Tree Medical LCC	125124	84922079	05/15/2023	05/16/2023	297.00	SJC Ambulance Service	264350610 - Miscellaneous Supplies	
Bound Tree Medical LCC	125124	84934205	05/15/2023	05/16/2023	96.08	SJC Ambulance Service	264350610 - Miscellaneous Supplies	
Bound Tree Medical LCC	125124	84934206	05/15/2023	05/16/2023	86.89	SJC Ambulance Service	264350610 - Miscellaneous Supplies	
					<u>\$479.97</u>			
					\$479.97			
Bradford, David P.	125125	20230510DB	05/15/2023	05/16/2023	36.00	Meal Reimbursement	264350230 - Travel Expense	
					<u>\$36.00</u>			
					\$36.00			
Brantley Distributing LLC.	125126	23194900	05/15/2023	05/16/2023	155.70	SJC Road	214412250 - Equipment Operation	
Brantley Distributing LLC.	125126	23194940	05/15/2023	05/16/2023	22.95	SJC Road	214412251 - Gas, Oil and Grease	
Brantley Distributing LLC.	125126	23194940	05/15/2023	05/16/2023	531.80	SJC Road	214412250 - Equipment Operation	
					<u>\$710.45</u>			
					\$710.45			
Burgess, Scott	125127	20230511	05/15/2023	05/16/2023	257.00	Meal Reimbursement	264350230 - Travel Expense	
					<u>\$257.00</u>			
					\$257.00			
Canyonlands Advertising Inc.	125128	MHContract_532	05/16/2023	05/16/2023	997.50	SJC Economic Development	104193490 - Advertising and Promotion	
					<u>\$997.50</u>			
					\$997.50			
Carlson, Brittney	125233	20230505BC	05/22/2023	05/24/2023	736.38	Travel Reimbursement	255310.310 - PHEP Preparedness Prof	
					<u>\$736.38</u>			
					\$736.38			
Certified Laboratories	125282	8226736	05/23/2023	05/24/2023	5,702.45	SJC Road Dept.	214412251 - Gas, Oil and Grease	
					<u>\$5,702.45</u>			
					\$5,702.45			
Cintas Corporation #108	125210	4154660817	05/23/2023	05/24/2023	42.87	SJC Road Dept	102229000 - Other Deductions Payable	
Cintas Corporation #108	125210	4154660817	05/23/2023	05/24/2023	57.21	SJC Road Dept	214414260 - Buildings and Grounds	
Cintas Corporation #108	125210	4155365168	05/23/2023	05/24/2023	42.87	SJC Road Dept	102229000 - Other Deductions Payable	
Cintas Corporation #108	125210	4155365168	05/23/2023	05/24/2023	54.58	SJC Road Dept	214414260 - Buildings and Grounds	
					<u>\$197.53</u>			
					\$197.53			
Cortez Glass Co. Inc.	125129	54980	05/15/2023	05/16/2023	270.00	SJC Road	214412250 - Equipment Operation	
					<u>\$270.00</u>			
					\$270.00			
Creswell, Lyn	125276	LC05232023	05/23/2023	05/24/2023	3,031.62	Administrative Law Judge	104126617 - Administrative Law Judge	
					<u>\$3,031.62</u>			
					\$3,031.62			
DB Truck & Trailer Repair	125130	5112	05/15/2023	05/16/2023	422.40	SJC Sheriff	104210620 - Miscellaneous Services	
					<u>\$422.40</u>			
					\$422.40			
Dell Marketing L.P.	125293	10662443663	05/22/2023	05/24/2023	51,356.11	SJC ITS	104151740 - Equipment Purchases	
					<u>\$51,356.11</u>			
					\$51,356.11			
Dentons Durham Jones Pinegar	125249	54523-05172023	05/24/2023	05/24/2023	1,881.81	SJC Admin	104156310 - Professional and Technica	
					<u>\$1,881.81</u>			
					\$1,881.81			
Department of Health	125208	23FN000271	05/23/2023	05/24/2023	122.50	SJC Public Health	255013.980 - Vital Statistics Intergover	
Department of Health	125242	23H5001281	05/23/2023	05/24/2023	571.26	SJC Public Health	255192.980 - TCM Intergovernmental	
Department of Health	125242	23H5001292	05/23/2023	05/24/2023	425.02	SJC Public Health	255192.980 - TCM Intergovernmental	
					<u>\$996.28</u>			
					\$1,118.78			

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Desert Mountain Corporation	125131	22-106591	05/15/2023	05/16/2023	14,536.62	SJC Road Dept.	214414410 - Road Supplies	
Desert Mountain Corporation	125291	22-107048	05/23/2023	05/24/2023	5,972.40	SJC Road Dept.	214414410 - Road Supplies	
Desert Mountain Corporation	125291	22-107076	05/23/2023	05/24/2023	5,727.96	SJC Road Dept.	214414410 - Road Supplies	
Desert Mountain Corporation	125291	22-107077	05/23/2023	05/24/2023	12,050.64	SJC Road Dept.	214414410 - Road Supplies	
					\$23,751.00			
					\$38,287.62			
Division of Oil Gas and Mining	125209	20230518-161127	05/23/2023	05/24/2023	150.00	Shumway Hovenweep	214414411 - Gravel	
					\$150.00			
Dobson, Ed	125132	20230413ED	05/12/2023	05/16/2023	50.00	PLANNING AND ZONING	104114620 - Miscellaneous Services	
Dobson, Ed	125132	20230511ED	05/12/2023	05/16/2023	50.00	PLANNING AND ZONING	104114620 - Miscellaneous Services	
					\$100.00			
					\$100.00			
Dolores County Road Dept.	125292	3690_001	05/23/2023	05/24/2023	42,925.00	SJC Road Dept	214415615 - Contracts	
					\$42,925.00			
Dominion Energy	125133	20230510213900	05/15/2023	05/16/2023	739.88	8743860000 96 W 100 S	264350270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	3,367.76	6353860000 297 S Main	104166270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	3,647.01	6353860000 297 S Main	104166270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	197.21	0922180000 835 E Central Fair	104620270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	440.65	0922180000 835 E Central Fair	104620270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	453.36	0922180000 835 E Central Fair	104620270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	266.33	7643860000 80 N Main St	724167270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	388.16	7643860000 80 N Main St	724167270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	219.85	7643860000 80 N Main St	104161270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	259.51	2922180000 835 E Central Book	104161270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	341.71	2922180000 835 E Central Book	104161270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	248.99	3153860000 264 S 100 E	104165270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	349.52	3153860000 264 S 100 E	104165270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	394.19	3153860000 264 S 100 E	104165270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	3,061.28	6353860000 297 S Main	104166270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	58.67	7624767442 881 E Center	104225270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	89.83	7624767442 881 E Center	104225270 - Utilities	
Dominion Energy	125287	20230519140016	05/22/2023	05/24/2023	118.68	7624767442 881 E Center	104225270 - Utilities	
Dominion Energy	125287	20230519160751	05/22/2023	05/24/2023	194.24	4922180000 835 E Central Office	104255270 - Utilities	
					\$14,096.95			
					\$14,836.83			
Drug Safe Utah Educational INC	125289	DSEU051623	05/23/2023	05/24/2023	19,950.00	SJPH - Pass-through grant	255064.615 - E-CIG Grants Contracts	
					\$19,950.00			
DTS - State of Utah	125134	231OR12300000	05/15/2023	05/16/2023	694.25	SJC Sheriffs Office	104232310 - Professional and Technica	
DTS - State of Utah	125134	231OR12300000	05/15/2023	05/16/2023	21.36	SJC Attorney	104145482 - Law Library Supplies	
					\$715.61			
					\$715.61			
Earthgrains Baking Company	125135	85272290001985	05/16/2023	05/16/2023	198.00	SJC Sheriff	104230480 - Kitchen Food	
Earthgrains Baking Company	125135	85272290002029	05/12/2023	05/16/2023	66.00	SJC Jail	104230480 - Kitchen Food	
					\$264.00			
Earthgrains Baking Company	125200	85272290002088	05/23/2023	05/24/2023	66.00	SJC Jail Supplies	104230480 - Kitchen Food	
					\$330.00			

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EFTPS - IRS	EFT	PR051423-575	05/19/2023	05/19/2023	9,366.32	Medicare Tax	102221000 - FICA Payable	
EFTPS - IRS	EFT	PR051423-575	05/19/2023	05/19/2023	21,018.03	Federal Income Tax	102222000 - Federal Tax W/H Payable	
EFTPS - IRS	EFT	PR051423-575	05/19/2023	05/19/2023	40,049.30	Social Security Tax	102221000 - FICA Payable	
					<u>\$70,433.65</u>			
					\$70,433.65			
Election Systems & Software LLC	125136	CD2058497	05/16/2023	05/16/2023	6,745.00	SJC Election Equipment	104173310 - Professional and Technica	
					<u>\$6,745.00</u>			
					\$6,745.00			
Emery Telcom	125137	20230510213921	05/15/2023	05/16/2023	185.38	3431000 SJC EMS	264350280 - Telephone	
Emery Telcom	125137	20230512095720	05/16/2023	05/16/2023	99.66	987300 - SJC Public Safety	104230350 - State Prisoner Expenses	
Emery Telcom	125137	3324200-052023	05/15/2023	05/16/2023	79.95	Communications	574424270 - Utilities	
Emery Telcom	125137	3324200-052023	05/15/2023	05/16/2023	84.95	Communications	104255270 - Utilities	
Emery Telcom	125137	3324200-052023	05/15/2023	05/16/2023	104.95	Communications	104230280 - Telephone	
Emery Telcom	125137	3324200-052023	05/15/2023	05/16/2023	104.95	Communications	255007.280 - Indirect Admin Telephone	
Emery Telcom	125137	3324200-052023	05/15/2023	05/16/2023	209.90	Communications	104672270 - Utilities	
Emery Telcom	125137	3324200-052023	05/15/2023	05/16/2023	269.90	Communications	214414280 - Telephone	
Emery Telcom	125137	3324200-052023	05/15/2023	05/16/2023	372.51	Communications	104151280 - Telephone	
					<u>\$1,512.15</u>			
Emery Telcom	125216	20230512164447	05/23/2023	05/24/2023	211.81	3514200 SJC Blanding Seniors	104672270 - Utilities	
Emery Telcom	125216	20230512164559	05/23/2023	05/24/2023	99.66	3324200 - SJC Admin Building	104255270 - Utilities	
					<u>\$311.47</u>			
					\$1,823.62			
Empire Electric Assoc. Inc.	125286	20230523151253	05/23/2023	05/24/2023	721.17	25395 - 885 E Center St	214414270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151314	05/24/2023	05/24/2023	623.25	9579003 - 80 N Main St	724167270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151351	05/23/2023	05/24/2023	1,094.87	9579004 - 117 S Main	104161270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151407	05/23/2023	05/24/2023	227.66	9579005 - Hwy 491 Shop	104225270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151445	05/23/2023	05/24/2023	391.62	9579006 - PO Box 338	104225270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151503	05/23/2023	05/24/2023	46.68	9579007 - Fire C	104225270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151519	05/24/2023	05/24/2023	34.29	9579010 - Fire DP - Cedar Point	104225270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151540	05/24/2023	05/24/2023	82.08	9579019 - Fairgrounds Conces	104620270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151558	05/23/2023	05/24/2023	128.30	9579020 - 917 E Center Fairgrounds	104620270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151615	05/24/2023	05/24/2023	3,394.01	9579024 - 297 S Main	104166270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151632	05/24/2023	05/24/2023	162.32	9579025 - 881 E Center St	214414270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151649	05/24/2023	05/24/2023	145.32	9579027 - 96 W 100 S	264350270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151710	05/23/2023	05/24/2023	989.87	9579028 Abajo Peak	104574270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151718	05/23/2023	05/24/2023	126.45	Tito Clark 125693	104225270 - Utilities	
Empire Electric Assoc. Inc.	125286	20230523151734	05/23/2023	05/24/2023	108.70	9579029 - 264 S 100 E	104165270 - Utilities	
					<u>\$8,276.59</u>			
					\$8,276.59			
Fastenal Company	125246	COBAY75395	05/23/2023	05/24/2023	212.04	SJC Road	214414260 - Buildings and Grounds	
Fastenal Company	125246	COBAY75395	05/23/2023	05/24/2023	876.35	SJC Road	214412250 - Equipment Operation	
Fastenal Company	125246	COBAY75396	05/23/2023	05/24/2023	264.69	SJC Road	214412250 - Equipment Operation	
					<u>\$1,353.08</u>			
					\$1,353.08			
Fitzgerald Law Office LLC	125138	20230329_12182	05/15/2023	05/16/2023	3,762.50	SJC Attorney	104126615 - Contracts	
Fitzgerald Law Office LLC	125274	FLO_03232023	05/24/2023	05/24/2023	2,380.00	SJC Attorney	104126615 - Contracts	
					<u>\$6,142.50</u>			
					\$6,142.50			
FleetPride Inc	125244	107585059	05/23/2023	05/24/2023	126.51	SJC Road Dept	214412250 - Equipment Operation	
FleetPride Inc	125244	107616269	05/23/2023	05/24/2023	1,120.00	SJC Road Dept	214412250 - Equipment Operation	
					<u>\$1,246.51</u>			
					\$1,246.51			

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Four Corners Welding & Gas	125139	CC378266	05/15/2023	05/16/2023	89.62	SJC Ambulance Services	264350610 - Miscellaneous Supplies	
Four Corners Welding & Gas	125139	CC379843	05/15/2023	05/16/2023	79.35	SJC Ambulance Services	264350610 - Miscellaneous Supplies	
					\$168.97			
					\$168.97			
Four States Tire & Service	125140	373057	05/15/2023	05/16/2023	1,071.96	SJC Road	214412250 - Equipment Operation	
Four States Tire & Service	125140	373437	05/15/2023	05/16/2023	900.72	SJC Road	214412250 - Equipment Operation	
					\$1,972.68			
Four States Tire & Service	125283	372541	05/23/2023	05/24/2023	-255.88	SJC Road	214412250 - Equipment Operation	
Four States Tire & Service	125283	373582	05/23/2023	05/24/2023	5,795.00	SJC Road	214412250 - Equipment Operation	
Four States Tire & Service	125283	373584	05/23/2023	05/24/2023	177.65	SJC Road	214412250 - Equipment Operation	
					\$5,716.77			
					\$7,689.45			
Francom, James	125141	20230516084333	05/16/2023	05/16/2023	120.00	Years of Service Gift	104142310 - Professional and Technica	
					\$120.00			
Gibbs, Robert	125205	RG05122023	05/23/2023	05/24/2023	104.00	travel reimbursement	104230230 - Travel Expense	
					\$104.00			
Gizler, Elaine	125142	20230509EG	05/16/2023	05/16/2023	217.10	TRAVEL REIMBURSEMENT	104192230 - Travel Expense	
					\$217.10			
Grand County Emergency Medical S	125143	EMS22-0284	05/15/2023	05/16/2023	694.00	SJC Ambulance	264350330 - Employee Education	
					\$694.00			
Halls, Craig C.	125227	9326	05/23/2023	05/24/2023	513.00	SJC Attorney	104126615 - Contracts	
					\$513.00			
Hannahs, Robert Mike	125203	20230518RH	05/23/2023	05/24/2023	80.00	SJC Road	214414480 - Special Department Suppl	
					\$80.00			
Happy Morgan Law	125144	20230502Happy	05/15/2023	05/16/2023	5,085.00	Happy Morgan	104126615 - Contracts	
					\$5,085.00			
HealthEquity Inc.	EFT	p4xdmh6	05/16/2023	05/16/2023	108.00	HSA - Direct Deposit	102228000 - HSA	
HealthEquity Inc.	EFT	ue3wys9	05/16/2023	05/16/2023	7,431.83	HSA - Direct Deposit	102228000 - HSA	
HealthEquity Inc.	EFT	y7p40bt	05/16/2023	05/16/2023	108.00	HSA - Direct Deposit	102228000 - HSA	
HealthEquity Inc.	EFT	ymonh1g	05/16/2023	05/16/2023	108.00	HSA - Direct Deposit	102228000 - HSA	
HealthEquity Inc.	EFT	ywrqao7	05/16/2023	05/16/2023	268.20	HSA - Direct Deposit	102228000 - HSA	
					\$8,024.03			
					\$8,024.03			
Hoggard, Dennis	125145	20230503DH	05/16/2023	05/16/2023	108.00	Travel Reimbursement	104230230 - Travel Expense	
					\$108.00			
Holyoak, Cindi	125224	CH05222023	05/23/2023	05/24/2023	451.28	TRAVEL REIMBURSMET	104144230 - Travel Expense	
					\$451.28			
ImageNet Consulting LLC	125146	CM36365	05/12/2023	05/16/2023	-16.21	SJC Sheriff	104230310 - Professional and Technica	
ImageNet Consulting LLC	125146	INV558464	05/12/2023	05/16/2023	89.18	SJC Sheriff	104230310 - Professional and Technica	
					\$72.97			
					\$72.97			

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IML Security Supply	125147	3622942	05/16/2023	05/16/2023	37.62	SJC Library	724168260 - Buildings and Grounds	
					\$37.62			
Integrated Solutions Consulting Corp	125275	P-84355-2023-06	05/23/2023	05/24/2023	2,556.78	PDM Contract	104255615 - Contracts	
					\$2,556.78			
Jackson Group Peterbilt	125211	228243	05/23/2023	05/24/2023	31.70	SJC Road Dept	214412250 - Equipment Operation	
Jackson Group Peterbilt	125211	228470	05/23/2023	05/24/2023	186.39	SJC Road Dept	214412250 - Equipment Operation	
					\$218.09			
					\$218.09			
JCI Billing Services	125148	359	05/15/2023	05/16/2023	1,224.00	SJC Ambulance Services	264350310 - Professional and Technica	
JCI Billing Services	125148	361	05/15/2023	05/16/2023	648.00	SJC Ambulance Services	264350310 - Professional and Technica	
JCI Billing Services	125148	363	05/15/2023	05/16/2023	1,476.00	SJC Ambulance Services	264350310 - Professional and Technica	
JCI Billing Services	125148	367	05/15/2023	05/16/2023	800.00	SJC Ambulance Services	264350310 - Professional and Technica	
JCI Billing Services	125148	368	05/15/2023	05/16/2023	1,960.00	SJC Ambulance Services	264350310 - Professional and Technica	
					\$6,108.00			
					\$6,108.00			
Johnston, William	125149	20230413WJ	05/12/2023	05/16/2023	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services	
Johnston, William	125149	20230413WJ	05/12/2023	05/16/2023	58.95	Planning & Zoning Meeting	104114230 - Travel Expense	
					\$108.95			
					\$108.95			
Kenworth Sales Company	125150	005P6075	05/15/2023	05/16/2023	1,247.03	SJC Road	214412250 - Equipment Operation	
Kenworth Sales Company	125273	5P6142	05/23/2023	05/24/2023	1,478.61	SJC Road	214412250 - Equipment Operation	
Kenworth Sales Company	125273	5P6246	05/23/2023	05/24/2023	454.71	SJC Road	214412250 - Equipment Operation	
Kenworth Sales Company	125273	5P6359	05/23/2023	05/24/2023	102.79	SJC Road	214412250 - Equipment Operation	
					\$2,036.11			
					\$3,283.14			
Ketron, Tyler	125199	TK051523	05/23/2023	05/24/2023	52.00	TRAVEL REIMBURSEMENT	255007.230 - Indirect Admin Travel exp	
					\$52.00			
Kissflow	125151	87498	05/15/2023	05/16/2023	4,320.00	SJC Recorder	104144242 - Software Maintenance	
					\$4,320.00			
Knight, Katie	125152	KK051223	05/15/2023	05/16/2023	1,025.31	Travel Reimbursement	255111.230 - WIC Administration Travel	
					\$1,025.31			
Kunz PC	125279	38	05/24/2023	05/24/2023	4,207.50	SJC Attorney	104156310 - Professional and Technica	
					\$4,207.50			
Kunz, Angela	125226	AK051523	05/23/2023	05/24/2023	501.37	Travel Reimbursement	255296.230 - Health Disparities Travel	
					\$501.37			
Lacy, Lehi	125220	LL05182023	05/23/2023	05/24/2023	363.32	Travel Reimbursement	104210230 - Travel Expense	
					\$363.32			
Lee Collision Repair and Restoration	125153	1038	05/15/2023	05/16/2023	1,120.03	SJC Sheriff	104210250 - Equipment Operation	
					\$1,120.03			
Life-Assist Inc.	125154	1292450	05/15/2023	05/16/2023	122.00	SJC Emergency Svc.	264350610 - Miscellaneous Supplies	

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Life-Assist Inc.	125154	1309875	05/15/2023	05/16/2023	948.90	SJC Emergency Svc.	264350610 - Miscellaneous Supplies	
					\$1,070.90			
					\$1,070.90			
Little America-Salt Lake	125245	2189897	05/22/2023	05/24/2023	113.82	Harvey, Jamie	104111230 - Travel Expense	
Little America-Salt Lake	125245	2189911	05/22/2023	05/24/2023	113.82	Stubbs, Silvia	104111230 - Travel Expense	
Little America-Salt Lake	125245	2189953	05/22/2023	05/24/2023	128.82	Bruce Adams	104111230 - Travel Expense	
Little America-Salt Lake	125245	2194021	05/24/2023	05/24/2023	227.64	Harvey, Jamie	104111230 - Travel Expense	
Little America-Salt Lake	125245	2194093	05/24/2023	05/24/2023	227.64	Bruce Adams	104111230 - Travel Expense	
Little America-Salt Lake	125245	2194157	05/24/2023	05/24/2023	227.64	Stubbs, Silvia	104111230 - Travel Expense	
Little America-Salt Lake	125245	2194170	05/24/2023	05/24/2023	227.64	Mack McDonald	104113230 - Travel Expense	
					\$1,267.02			
					\$1,267.02			
Long, Roxy	125155	20230512RL	05/12/2023	05/16/2023	2,160.00	Nursing Services	104230350 - State Prisoner Expenses	
					\$2,160.00			
Main Street Drug and Boutique	125202	12693	05/24/2023	05/24/2023	20.00	SJC Jail	104230312 - Medical Expenses	
Main Street Drug and Boutique	125202	12931	05/24/2023	05/24/2023	59.04	SJC Jail	104230312 - Medical Expenses	
					\$79.04			
					\$79.04			
Maughan, Mitchell	125217	20230504MM	05/22/2023	05/24/2023	344.32	Travel Reimbursement	104145230 - Travel Expense	
					\$344.32			
MCI	125197	20230512164151	05/23/2023	05/24/2023	28.39	08693326894 Cal Black Airport	105430280 - Telephone	
					\$28.39			
Melissa Argyle RD CD	125214	INV0280	05/22/2023	05/24/2023	300.00	Nutrition Consulting	104677310 - Professional and Technica	
					\$300.00			
Mendoza, Alsietta	125156	20230510AM	05/15/2023	05/16/2023	28.00	Purchase reimbursement	264350230 - Travel Expense	
					\$28.00			
Mid-American Research Chemical	125157	788977-IN	05/15/2023	05/16/2023	655.85	SJC Admin Building	104161260 - Buildings and Grounds	
					\$655.85			
Monticello City	125158	20230510213942	05/15/2023	05/16/2023	80.50	1.9412.1 Ambulance Garage	264350270 - Utilities	
					\$80.50			
Monticello Mercantile	125159	C273086	05/15/2023	05/16/2023	17.99	SJC Ambulance	264350610 - Miscellaneous Supplies	
Monticello Mercantile	125159	C279662	05/15/2023	05/16/2023	11.28	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125159	C279684	05/15/2023	05/16/2023	8.48	SJC Ambulance	264350610 - Miscellaneous Supplies	
Monticello Mercantile	125159	C279701	05/15/2023	05/16/2023	11.97	SJC Maintenance	104161260 - Buildings and Grounds	
Monticello Mercantile	125159	C280074	05/15/2023	05/16/2023	51.98	SJC Treasurer	104143240 - Office Expense	
Monticello Mercantile	125159	C280223	05/16/2023	05/16/2023	29.28	SJC Sheriff	104230610 - Miscellaneous Supplies	
Monticello Mercantile	125159	C280352	05/15/2023	05/16/2023	37.76	SJC Maintenance	104166260 - Buildings and Grounds	
Monticello Mercantile	125159	C280636	05/12/2023	05/16/2023	19.49	SJC Sheriff	104230610 - Miscellaneous Supplies	
Monticello Mercantile	125159	C280917	05/12/2023	05/16/2023	53.95	SJC Sheriff	104230610 - Miscellaneous Supplies	
					\$242.18			
Monticello Mercantile	125215	C280449	05/23/2023	05/24/2023	44.98	SJC Weed Dept	104256240 - Office Expense	
Monticello Mercantile	125215	C281152	05/23/2023	05/24/2023	39.99	SJC Road	214412250 - Equipment Operation	
Monticello Mercantile	125215	C281232	05/23/2023	05/24/2023	15.48	SJC Road	214412250 - Equipment Operation	
Monticello Mercantile	125215	C281370	05/23/2023	05/24/2023	-4.49	SJC Road	214412250 - Equipment Operation	

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Monticello Mercantile	125215	C281911	05/24/2023	05/24/2023	190.02	SJC Sheriff	104230350 - State Prisoner Expenses	
Monticello Mercantile	125215	C282344	05/24/2023	05/24/2023	19.99	SJC Sheriff	104143240 - Office Expense	
					<u>\$305.97</u>			
					\$548.15			
Motor Parts	125160	835092	05/15/2023	05/16/2023	56.44	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125160	835136	05/15/2023	05/16/2023	24.51	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125160	835150	05/15/2023	05/16/2023	24.99	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125160	835428	05/15/2023	05/16/2023	93.91	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125160	835481	05/15/2023	05/16/2023	12.68	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125160	835584	05/15/2023	05/16/2023	21.59	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125160	835607	05/15/2023	05/16/2023	3.45	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125160	835638	05/15/2023	05/16/2023	140.45	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125160	835997	05/15/2023	05/16/2023	8.58	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125160	836062	05/15/2023	05/16/2023	60.73	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125160	836295	05/15/2023	05/16/2023	1.30	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125160	836568	05/15/2023	05/16/2023	632.51	SJC Road Dept	214412250 - Equipment Operation	
					<u>\$1,081.14</u>			
Motor Parts	125241	836076	05/23/2023	05/24/2023	-19.68	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125241	836316	05/23/2023	05/24/2023	158.45	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125241	836321	05/23/2023	05/24/2023	-18.00	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125241	836341	05/24/2023	05/24/2023	12.58	SJC Landfill	574424250 - Equipment Operation	
Motor Parts	125241	836607	05/23/2023	05/24/2023	512.20	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125241	836650	05/23/2023	05/24/2023	-108.00	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125241	836651	05/22/2023	05/24/2023	190.80	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125241	836747	05/22/2023	05/24/2023	57.72	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125241	836811	05/22/2023	05/24/2023	10.78	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125241	836855	05/22/2023	05/24/2023	113.57	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125241	837274	05/22/2023	05/24/2023	42.76	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts	125241	837289	05/22/2023	05/24/2023	11.61	SJC Road Dept	214412250 - Equipment Operation	
					<u>\$964.79</u>			
					\$2,045.93			
Motor Parts of Monticello	125161	536560	05/15/2023	05/16/2023	99.56	SJC Assessor	104146251 - Gas, Oil and Grease	
Motor Parts of Monticello	125161	545316	05/15/2023	05/16/2023	-81.00	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	546070	05/15/2023	05/16/2023	21.20	SJC Maintenance	104166260 - Buildings and Grounds	
Motor Parts of Monticello	125161	546195	05/15/2023	05/16/2023	7.31	SJC Maintenance	104166250 - Equipment Operation	
Motor Parts of Monticello	125161	546281	05/15/2023	05/16/2023	-25.71	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	546626	05/15/2023	05/16/2023	120.54	SJC Maintenance	104166250 - Equipment Operation	
Motor Parts of Monticello	125161	546845	05/15/2023	05/16/2023	11.50	SJC Maintenance	104166260 - Buildings and Grounds	
Motor Parts of Monticello	125161	547445	05/15/2023	05/16/2023	15.74	SJC Maintenance	104166260 - Buildings and Grounds	
Motor Parts of Monticello	125161	547458	05/15/2023	05/16/2023	18.74	SJC Maintenance	104166260 - Buildings and Grounds	
Motor Parts of Monticello	125161	548241	05/15/2023	05/16/2023	71.28	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	549157	05/15/2023	05/16/2023	121.95	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	549212	05/15/2023	05/16/2023	-54.00	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	549228	05/15/2023	05/16/2023	20.89	SJC Maintenance	104161250 - Equipment Operation	
Motor Parts of Monticello	125161	549274	05/15/2023	05/16/2023	-121.95	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	550268	05/15/2023	05/16/2023	68.16	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	550291	05/15/2023	05/16/2023	38.80	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	550393	05/15/2023	05/16/2023	159.05	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	550407	05/15/2023	05/16/2023	40.68	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	550602	05/15/2023	05/16/2023	14.75	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	550642	05/15/2023	05/16/2023	45.37	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	550664	05/15/2023	05/16/2023	4.46	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	550759	05/15/2023	05/16/2023	33.87	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	550954	05/15/2023	05/16/2023	239.81	SJC Road	214412250 - Equipment Operation	

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Motor Parts of Monticello	125161	550966	05/15/2023	05/16/2023	-71.28	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	550967	05/15/2023	05/16/2023	69.18	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	550987	05/15/2023	05/16/2023	179.48	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	551046	05/15/2023	05/16/2023	43.89	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125161	551066	05/15/2023	05/16/2023	27.89	SJC Road	214412250 - Equipment Operation	
					<u>\$1,120.16</u>			
Motor Parts of Monticello	125238	545264	05/23/2023	05/24/2023	520.38	SJC Fire	104225250 - Equipment Operation	
Motor Parts of Monticello	125238	545315	05/23/2023	05/24/2023	44.99	SJC Fire	104225250 - Equipment Operation	
Motor Parts of Monticello	125238	551074	05/22/2023	05/24/2023	15.20	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551110	05/22/2023	05/24/2023	4.48	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551139	05/22/2023	05/24/2023	13.49	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551159	05/22/2023	05/24/2023	14.41	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551163	05/22/2023	05/24/2023	17.80	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551339	05/22/2023	05/24/2023	17.92	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551389	05/22/2023	05/24/2023	177.63	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551448	05/22/2023	05/24/2023	3.36	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551451	05/22/2023	05/24/2023	14.84	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551516	05/22/2023	05/24/2023	19.99	SJC Road	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551537	05/22/2023	05/24/2023	4.00	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551540	05/22/2023	05/24/2023	8.32	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts of Monticello	125238	551542	05/22/2023	05/24/2023	18.13	SJC Road Dept	214412250 - Equipment Operation	
					<u>\$894.94</u>			
					\$2,015.10			
Mountainland Supply Co	125162	S105345124	05/15/2023	05/16/2023	4.79	SJC Maintenance	104161260 - Buildings and Grounds	
					<u>\$4.79</u>			
National Benefit Services LLC	125278	926497	05/22/2023	05/24/2023	76.25	SJC Human Resources	104965140 - Other Employee Benefits	
National Benefit Services LLC	125278	CP346728	05/22/2023	05/24/2023	4,036.30	SJC Human Resources	102227000 - NBS - Health Care Reimb	
					<u>\$4,112.55</u>			
					\$4,112.55			
Navajo Sanitation	125213	118213	05/23/2023	05/24/2023	297.00	Bluff Senior Center-2772	104672270 - Utilities	
					<u>\$297.00</u>			
Navajo Tribal UtilityAuthority	125232	20230512164309	05/23/2023	05/24/2023	88.13	60378374 101 S 100 E	104225270 - Utilities	
Navajo Tribal UtilityAuthority	125232	20230512164315	05/23/2023	05/24/2023	126.88	60040657 MZC Fire Station East	104225270 - Utilities	
Navajo Tribal UtilityAuthority	125232	36001297945	05/23/2023	05/24/2023	110.38	60378368 4000 W HWY 163	214414270 - Utilities	
Navajo Tribal UtilityAuthority	125232	36001297947	05/23/2023	05/24/2023	23.79	60378371 Along Hwy 162	214414270 - Utilities	
Navajo Tribal UtilityAuthority	125232	36001297951	05/22/2023	05/24/2023	12.06	60378375 Hwy 162 and Hwy 262	104850730 - Improvements Other Than	
Navajo Tribal UtilityAuthority	125232	36001297952	05/22/2023	05/24/2023	11.87	60378376 Front Fire Station	104850730 - Improvements Other Than	
Navajo Tribal UtilityAuthority	125232	38001118161	05/22/2023	05/24/2023	253.61	60271007 - SJC Fire	104225270 - Utilities	
					<u>\$626.72</u>			
					\$626.72			
New Technology Solutions	125229	4856	05/22/2023	05/24/2023	100.00	Pest Control	104676310 - Professional and Technica	
New Technology Solutions	125229	4857	05/22/2023	05/24/2023	40.00	Pest Control	104242310 - Professional and Technica	
New Technology Solutions	125229	4858	05/22/2023	05/24/2023	31.66	Pest Control	724167310 - Professional and Technica	
New Technology Solutions	125229	4858	05/22/2023	05/24/2023	31.66	Pest Control	724169310 - Professional and Technica	
New Technology Solutions	125229	4858	05/22/2023	05/24/2023	31.68	Pest Control	724168310 - Professional and Technica	
New Technology Solutions	125229	4859	05/22/2023	05/24/2023	177.50	Pest Control	104225310 - Professional and Technica	
New Technology Solutions	125229	4863	05/22/2023	05/24/2023	32.50	Pest Control	104161310 - Professional and Technica	
New Technology Solutions	125229	4863	05/22/2023	05/24/2023	32.50	Pest Control	104163310 - Professional and Technica	
New Technology Solutions	125229	4863	05/22/2023	05/24/2023	32.50	Pest Control	104165310 - Professional and Technica	
New Technology Solutions	125229	4863	05/22/2023	05/24/2023	32.50	Pest Control	104166310 - Professional and Technica	
					<u>\$542.50</u>			
					\$542.50			

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Nicholas & Company	125163	8340157	05/16/2023	05/16/2023	2,068.68	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	125163	8343309	05/16/2023	05/16/2023	117.01	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	125163	8347489	05/12/2023	05/16/2023	476.74	SJC Sheriff	104230480 - Kitchen Food	
					<u>\$2,662.43</u>			
Nicholas & Company	125285	8343313	05/23/2023	05/24/2023	490.20	PDM Contract	104677323 - Meals - Monticello	
Nicholas & Company	125285	8343313	05/23/2023	05/24/2023	490.20	PDM Contract	104678323 - Meals - Monticello	
Nicholas & Company	125285	8343315	05/23/2023	05/24/2023	854.14	PDM Contract	104677325 - Meals - Blanding	
Nicholas & Company	125285	8343315	05/23/2023	05/24/2023	854.14	PDM Contract	104678325 - Meals - Blanding	
Nicholas & Company	125285	8343316	05/23/2023	05/24/2023	99.18	PDM Contract	104677329 - Meals - Bluff	
Nicholas & Company	125285	8343316	05/23/2023	05/24/2023	99.18	PDM Contract	104678329 - Meals - Bluff	
Nicholas & Company	125285	8343325	05/23/2023	05/24/2023	428.80	SJC Aging	104678328 - Meals - La Sal	
Nicholas & Company	125285	8343325	05/23/2023	05/24/2023	428.81	SJC Aging	104677328 - Meals - La Sal	
Nicholas & Company	125285	8351106	05/24/2023	05/24/2023	1,417.74	SJC Sheriff	104230480 - Kitchen Food	
Nicholas & Company	125285	8351110	05/22/2023	05/24/2023	539.54	Monticello Senior Center	104677323 - Meals - Monticello	
Nicholas & Company	125285	8351110	05/22/2023	05/24/2023	539.54	Monticello Senior Center	104678323 - Meals - Monticello	
Nicholas & Company	125285	8351112	05/22/2023	05/24/2023	297.33	Blanding Senior Center	104678325 - Meals - Blanding	
Nicholas & Company	125285	8351112	05/22/2023	05/24/2023	297.34	Blanding Senior Center	104677325 - Meals - Blanding	
Nicholas & Company	125285	8351113	05/22/2023	05/24/2023	321.84	Bluff Senior Center	104677329 - Meals - Bluff	
Nicholas & Company	125285	8351113	05/22/2023	05/24/2023	321.84	Bluff Senior Center	104678329 - Meals - Bluff	
Nicholas & Company	125285	8355211	05/24/2023	05/24/2023	479.49	SJC Sheriff	104230480 - Kitchen Food	
					<u>\$7,959.31</u>			
					\$10,621.74			
Nielson, Cody	125164	20230413CN	05/12/2023	05/16/2023	29.48	Planning & Zoning	104114230 - Travel Expense	
Nielson, Cody	125164	20230413CN	05/12/2023	05/16/2023	50.00	Planning & Zoning	104114620 - Miscellaneous Services	
Nielson, Cody	125164	20230511CN	05/12/2023	05/16/2023	29.48	Planning & Zoning	104114230 - Travel Expense	
Nielson, Cody	125164	20230511CN	05/12/2023	05/16/2023	50.00	Planning & Zoning	104114620 - Miscellaneous Services	
					<u>\$158.96</u>			
					\$158.96			
Olsen, Avery	125165	20230318AO	05/15/2023	05/16/2023	254.00	Travel Reimbursement	104211230 - Travel Expense	
					<u>\$254.00</u>			
Package Runner Logistics LLC	125201	23251	05/23/2023	05/24/2023	71.75	San Juan Public Health	255560.241 - DEQ Drinking Water Post	
					<u>\$71.75</u>			
Packard Wholesale Co.	125166	INV207010	05/15/2023	05/16/2023	371.71	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	125166	INV207070	05/15/2023	05/16/2023	287.32	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	125166	INV207552	05/12/2023	05/16/2023	601.28	SJC Sheriff	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	125166	INV207594	05/12/2023	05/16/2023	203.69	SJC Sheriff's Office	104230480 - Kitchen Food	
					<u>\$1,464.00</u>			
Packard Wholesale Co.	125247	INV207049	05/23/2023	05/24/2023	200.27	SJC Senior Center	104677325 - Meals - Blanding	
Packard Wholesale Co.	125247	INV207049	05/23/2023	05/24/2023	200.27	SJC Senior Center	104678325 - Meals - Blanding	
Packard Wholesale Co.	125247	INV207052	05/22/2023	05/24/2023	107.99	SJC Library	724168260 - Buildings and Grounds	
Packard Wholesale Co.	125247	INV207059	05/23/2023	05/24/2023	44.08	SJC Senior Center	104677323 - Meals - Monticello	
Packard Wholesale Co.	125247	INV207059	05/23/2023	05/24/2023	44.08	SJC Senior Center	104678323 - Meals - Monticello	
Packard Wholesale Co.	125247	INV207067	05/22/2023	05/24/2023	77.49	SJC Library	724168260 - Buildings and Grounds	
Packard Wholesale Co.	125247	INV207623	05/22/2023	05/24/2023	50.37	SJC Aging	104677323 - Meals - Monticello	
Packard Wholesale Co.	125247	INV207623	05/22/2023	05/24/2023	50.37	SJC Aging	104678323 - Meals - Monticello	
Packard Wholesale Co.	125247	INV208070	05/24/2023	05/24/2023	371.71	SJC Sheriff's Office	104230350 - State Prisoner Expenses	
Packard Wholesale Co.	125247	INV208079	05/24/2023	05/24/2023	135.94	SJC Sheriff's Office	104230480 - Kitchen Food	
Packard Wholesale Co.	125247	INV208080	05/24/2023	05/24/2023	97.68	SJC Sheriff's Office	104230480 - Kitchen Food	
					<u>\$1,380.25</u>			
					\$2,844.25			

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Pelorus Methods Inc	125167	230601	05/15/2023	05/16/2023	800.00	Software and Support	104142242 - Software Maintenance	
Pelorus Methods Inc	125167	230601	05/15/2023	05/16/2023	800.00	Software and Support	104143242 - Software Maintenance	
Pelorus Methods Inc	125167	230601	05/15/2023	05/16/2023	800.00	Software and Support	255007.242 - Indirect Admin Software	
					<u>2,400.00</u>			
					\$2,400.00			
Pepsi-Cola	125222	77515168	05/24/2023	05/24/2023	418.56	SJC Sheriff Dept	104230480 - Kitchen Food	
					<u>418.56</u>			
					\$418.56			
Petty Cash	125168	20230512095847	05/16/2023	05/16/2023	6.11	La Sal Library	724581920 - Grant Expenses	
					<u>6.11</u>			
					\$6.11			
Postmaster	125169	20230512093810	05/16/2023	05/16/2023	290.00	BRM Permit	104173241 - Postage	
					<u>290.00</u>			
					\$290.00			
Quality Garage Doors Inc.	125170	10057	05/15/2023	05/16/2023	5,483.00	Public Safety Building	104166310 - Professional and Technica	
					<u>5,483.00</u>			
					\$5,483.00			
Quill Corporation	125171	32121100	05/16/2023	05/16/2023	870.12	SJC Treasurer	104143240 - Office Expense	
Quill Corporation	125171	32122358	05/16/2023	05/16/2023	55.17	SJC Treasurer	104143240 - Office Expense	
					<u>\$925.29</u>			
Quill Corporation	125228	32146009	05/24/2023	05/24/2023	14.68	SJC Aging	104675240 - Office Expense	
Quill Corporation	125228	32146009	05/24/2023	05/24/2023	398.85	SJC Aging	104671240 - Office Expense	
Quill Corporation	125228	32274210	05/22/2023	05/24/2023	122.46	SJC Aging	104672240 - Office Expense	
					<u>\$535.99</u>			
					\$1,461.28			
Redd Mechanical	125172	3748	05/15/2023	05/16/2023	68,827.00	SJC Maint	454850950 - Expense Reimbursement	
					<u>68,827.00</u>			
					\$68,827.00			
Redd's Ace Hardware	125173	874519	05/15/2023	05/16/2023	15.28	SJC Ambulance	264350610 - Miscellaneous Supplies	
Redd's Ace Hardware	125173	875474	05/15/2023	05/16/2023	29.97	SJC Maintenance	104161260 - Buildings and Grounds	
Redd's Ace Hardware	125173	875738	05/15/2023	05/16/2023	19.18	SJC Maintenance	724168260 - Buildings and Grounds	
Redd's Ace Hardware	125173	875822	05/15/2023	05/16/2023	5.99	SJC Road	214412250 - Equipment Operation	
Redd's Ace Hardware	125173	875886	05/16/2023	05/16/2023	2.99	SJC Sheriff	104230610 - Miscellaneous Supplies	
					<u>\$73.41</u>			
Redd's Ace Hardware	125196	875538	05/24/2023	05/24/2023	10.56	SJC Landfill	574424260 - Buildings and Grounds	
Redd's Ace Hardware	125196	876024	05/23/2023	05/24/2023	15.99	SJC Road	214412250 - Equipment Operation	
					<u>\$26.55</u>			
					\$99.96			
Ricks Glass Inc.	125174	20352	05/15/2023	05/16/2023	316.42	SJC Road	214412250 - Equipment Operation	
					<u>316.42</u>			
					\$316.42			
Rock, Phoebe Mae	125206	20230320PR	05/22/2023	05/24/2023	27.20	Medical Transportation Voucher	104676615 - Contracts	
Rock, Phoebe Mae	125206	20230427PR	05/22/2023	05/24/2023	27.20	Medical Transportation Voucher	104676615 - Contracts	
Rock, Phoebe Mae	125206	20230502PR	05/22/2023	05/24/2023	27.20	Medical Transportation Voucher	104676615 - Contracts	
Rock, Phoebe Mae	125206	20230509PR	05/22/2023	05/24/2023	27.20	Medical Transportation Voucher	104676615 - Contracts	
					<u>\$108.80</u>			
					\$108.80			
Rocky Mountain Power	125175	20230512092607	05/15/2023	05/16/2023	107.74	59271696-0022 Lasal Fire	104225270 - Utilities	

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Rocky Mountain Power	125221	20230512164246	05/23/2023	05/24/2023	92.79	59288636-0086 Mex Hat Fire Station	104225270 - Utilities	
Rocky Mountain Power	125221	20230512164254	05/23/2023	05/24/2023	33.22	59288636-0045 Fire House/	104225270 - Utilities	
Rocky Mountain Power	125221	20230512164301	05/23/2023	05/24/2023	81.45	73241784-0038	104225270 - Utilities	
Rocky Mountain Power	125221	20230512164549	05/23/2023	05/24/2023	57.60	73241784-0020 Lasal Fire	104225270 - Utilities	
Rocky Mountain Power	125221	20230519140016	05/22/2023	05/24/2023	121.29	59288636-0037 Mexican Hat TV	104574270 - Utilities	
					<u>\$386.35</u>			
					\$494.09			
Rush Truck Centers of Utah Inc	125176	3032357681	05/15/2023	05/16/2023	206.94	SJC Road Dept	214412250 - Equipment Operation	
Rush Truck Centers of Utah Inc	125176	3032376129	05/15/2023	05/16/2023	115.00	SJC Road Dept	214412250 - Equipment Operation	
					<u>\$321.94</u>			
					\$321.94			
San Juan Building Supply Inc.	125198	2305-222985	05/23/2023	05/24/2023	28.91	SJC Road dept	214412250 - Equipment Operation	
					<u>\$28.91</u>			
San Juan Hospital	125277	20230523150301	05/24/2023	05/24/2023	241.46	Kenric Slim 125762	104230312 - Medical Expenses	
San Juan Hospital	125277	20230523150301	05/24/2023	05/24/2023	479.26	Dylan Blake 110234	104230310 - Professional and Technica	
San Juan Hospital	125277	20230523150301	05/24/2023	05/24/2023	479.26	Nicholas Adams 119701	104230310 - Professional and Technica	
San Juan Hospital	125277	9111224	05/23/2023	05/24/2023	1,893.68	Tito Clark 125693	104230312 - Medical Expenses	
					<u>\$3,093.66</u>			
					\$3,093.66			
San Juan Record	125231	162873	05/22/2023	05/24/2023	78.40	SJC Commission	104161220 - Public Notices	
San Juan Record	125231	162878	05/22/2023	05/24/2023	21.70	SJC Commission	104111220 - Public Notices	
San Juan Record	125231	SJCHR0423	05/22/2023	05/24/2023	28.84	SJC Human Resources	214414220 - Public Notices	
San Juan Record	125231	SJCHR0423	05/22/2023	05/24/2023	44.42	SJC Human Resources	104134220 - Public Notices	
San Juan Record	125231	SJCHR0423	05/22/2023	05/24/2023	44.42	SJC Human Resources	104161220 - Public Notices	
San Juan Record	125231	SJCHR0423	05/22/2023	05/24/2023	44.42	SJC Human Resources	264350220 - Public Notices	
San Juan Record	125231	SJCHR0423	05/22/2023	05/24/2023	44.42	SJC Human Resources	574424220 - Public Notices	
San Juan Record	125231	SJCHR0423	05/22/2023	05/24/2023	88.84	SJC Human Resources	254310220 - Public Notices	
San Juan Record	125231	SJCHR0423	05/22/2023	05/24/2023	177.68	SJC Human Resources	104210220 - Public Notices	
					<u>\$573.14</u>			
					\$573.14			
Schafer, Trent	125177	20230511TS	05/12/2023	05/16/2023	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services	
					<u>\$50.00</u>			
					\$50.00			
Sherrow, Chante	125178	CS051223	05/15/2023	05/16/2023	433.00	Meal Reimbursement	255111.230 - WIC Administration Travel	
					<u>\$433.00</u>			
					\$433.00			
Simpleview LLC	125179	INV357156	05/16/2023	05/16/2023	333.33	SJC Econ Dev and Visitor Services	104193210 - Subscriptions and Membe	
					<u>\$333.33</u>			
					\$333.33			
State of Utah	125180	23H5001094	05/15/2023	05/16/2023	3,810.60	SJC AMB	264350310 - Professional and Technica	
					<u>\$3,810.60</u>			
					\$3,810.60			
Stubbs, Silvia	125181	20230501105850	05/02/2023	05/16/2023	788.00	Travel Reimbursement	104111230 - Travel Expense	
Stubbs, Silvia	125223	20230516SS	05/22/2023	05/24/2023	447.00	Travel Reimbursement	104111230 - Travel Expense	
					<u>\$1,235.00</u>			
					\$1,235.00			
Sysco Intermountain Food Svc.	125182	485960454	05/16/2023	05/16/2023	624.02	SJC SHERIFF	104230480 - Kitchen Food	
Sysco Intermountain Food Svc.	125182	485975432	05/12/2023	05/16/2023	183.55	SJC Jail	104230480 - Kitchen Food	
					<u>\$807.57</u>			

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Sysco Intermountain Food Svc.	125225	485990146	05/24/2023	05/24/2023	492.06	SJC Jail	104230480 - Kitchen Food	
					\$1,299.63			
Tate, Jed	125207	JT05072023	05/23/2023	05/24/2023	120.00	Travel Reimbursement	574424230 - Travel Expense	
					\$120.00			
Tiefenbach North America LLC	125183	452540	05/15/2023	05/16/2023	91.45	SJC Road Dept	214412250 - Equipment Operation	
Tiefenbach North America LLC	125183	452542	05/15/2023	05/16/2023	477.61	SJC Road Dept	214412250 - Equipment Operation	
					\$569.06			
					\$569.06			
Town of Bluff	125294	BT05162023	05/31/2023	05/31/2023	13,500.00	Pass Through Funding	255090.615 - BRIC Contracts	
					\$13,500.00			
Trinsio	125235	550243	05/22/2023	05/24/2023	780.00	SJC IT	104255740 - Equipment Purchases	
					\$780.00			
U.S. Bank Corporate Payment	125184	20230424ITCCC	05/16/2023	05/16/2023	8.99	4246-0470-0087-8873 Bruce Bushore	104151280 - Telephone	
U.S. Bank Corporate Payment	125184	20230424ITCCC	05/16/2023	05/16/2023	21.34	4246-0470-0087-8873 Bruce Bushore	104151210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	125184	20230424ITCCC	05/16/2023	05/16/2023	62.96	4246-0470-0087-8873 Bruce Bushore	104161240 - Office Expense	
U.S. Bank Corporate Payment	125184	20230424ITCCC	05/16/2023	05/16/2023	103.36	4246-0470-0087-8873 Bruce Bushore	104151240 - Office Expense	
U.S. Bank Corporate Payment	125184	20230424ITCCC	05/16/2023	05/16/2023	110.00	4246-0470-0087-8873 Bruce Bushore	105430280 - Telephone	
U.S. Bank Corporate Payment	125184	20230424ITCCC	05/16/2023	05/16/2023	450.00	4246-0470-0087-8873 Bruce Bushore	104151230 - Travel Expense	
U.S. Bank Corporate Payment	125184	20230424ITCCC	05/16/2023	05/16/2023	595.00	4246-0470-0087-8873 Bruce Bushore	104151242 - Software Maintenance	
U.S. Bank Corporate Payment	125184	20230424ITCCC	05/16/2023	05/16/2023	622.39	4246-0470-0087-8873 Bruce Bushore	104151740 - Equipment Purchases	
U.S. Bank Corporate Payment	125184	20230501141239	05/02/2023	05/16/2023	23.80	4246-0470-0042-8471 Nicole Perkins	724581240 - Office Expense	
U.S. Bank Corporate Payment	125184	20230501141239	05/02/2023	05/16/2023	122.15	4246-0470-0042-8471 Nicole Perkins	724581330 - Employee Education	
U.S. Bank Corporate Payment	125184	20230501141239	05/02/2023	05/16/2023	241.82	4246-0470-0042-8471 Nicole Perkins	724581620 - Special Programs	
U.S. Bank Corporate Payment	125184	20230501141239	05/02/2023	05/16/2023	428.13	4246-0470-0042-8471 Nicole Perkins	724581920 - Grant Expenses	
U.S. Bank Corporate Payment	125184	20230501141239	05/02/2023	05/16/2023	507.94	4246-0470-0042-8471 Nicole Perkins	724581250 - Computer Maintenance/S	
U.S. Bank Corporate Payment	125184	20230501141239	05/02/2023	05/16/2023	895.13	4246-0470-0042-8471 Nicole Perkins	724581480 - Collection Development	
U.S. Bank Corporate Payment	125184	CC20230410JT	05/16/2023	05/16/2023	16.73	4246-0446-6210-7352 Jed Tate	574424240 - Office Expense	
U.S. Bank Corporate Payment	125184	CC20230410JT	05/16/2023	05/16/2023	55.06	4246-0446-6210-7352 Jed Tate	574424240 - Office Expense	
U.S. Bank Corporate Payment	125184	CC20230410JT	05/16/2023	05/16/2023	173.04	4246-0446-6210-7352 Jed Tate	574424230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230410JT	05/16/2023	05/16/2023	574.80	4246-0446-6210-7352 Jed Tate	574424310 - Professional and Technica	
U.S. Bank Corporate Payment	125184	CC20230410JT	05/16/2023	05/16/2023	775.00	4246-0446-6210-7352 Jed Tate	574424250 - Equipment Operation	
U.S. Bank Corporate Payment	125184	CC20230410MR	05/16/2023	05/16/2023	30.15	4246-0470-0113-7634 Mikaela Ramsay	724581240 - Office Expense	
U.S. Bank Corporate Payment	125184	CC20230410MR	05/16/2023	05/16/2023	126.89	4246-0470-0113-7634 Mikaela Ramsay	724581250 - Computer Maintenance/S	
U.S. Bank Corporate Payment	125184	CC20230410MR	05/16/2023	05/16/2023	149.91	4246-0470-0113-7634 Mikaela Ramsay	724581920 - Grant Expenses	
U.S. Bank Corporate Payment	125184	CC20230410MR	05/16/2023	05/16/2023	799.46	4246-0470-0113-7634 Mikaela Ramsay	724581480 - Collection Development	
U.S. Bank Corporate Payment	125184	CC20230417095	05/16/2023	05/16/2023	6.94	4246-0470-0139-5331 Elaine Gizler	104193310 - Professional and Technica	
U.S. Bank Corporate Payment	125184	CC20230417095	05/16/2023	05/16/2023	26.68	4246-0470-0139-5331 Elaine Gizler	104192480 - Special Department Suppl	
U.S. Bank Corporate Payment	125184	CC20230417095	05/16/2023	05/16/2023	48.03	4246-0470-0139-5331 Elaine Gizler	104192310 - Professional and Technica	
U.S. Bank Corporate Payment	125184	CC20230417095	05/16/2023	05/16/2023	58.36	4246-0470-0139-5331 Elaine Gizler	104192210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	125184	CC20230417095	05/16/2023	05/16/2023	2,249.18	4246-0470-0139-5331 Elaine Gizler	104193490 - Advertising and Promotion	
U.S. Bank Corporate Payment	125184	CC20230417095	05/16/2023	05/16/2023	577.76	4246-0446-0375-6549 Allison Yamamoto-Sparks	104193230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230417095	05/16/2023	05/16/2023	3,310.22	4246-0446-0375-6549 Allison Yamamoto-Sparks	104193490 - Advertising and Promotion	
U.S. Bank Corporate Payment	125184	CC20230417095	05/16/2023	05/16/2023	79.85	4246-0446-5807-5241 Nathan Pitts	104192480 - Special Department Suppl	
U.S. Bank Corporate Payment	125184	CC20230417095	05/16/2023	05/16/2023	153.70	4246-0446-5807-5241 Nathan Pitts	104193240 - Office Expense	
U.S. Bank Corporate Payment	125184	CC202304211650	05/16/2023	05/16/2023	25.00	4246-0400-1282-3698 Tammy Gallegos	104671240 - Office Expense	
U.S. Bank Corporate Payment	125184	CC202304211650	05/16/2023	05/16/2023	85.34	4246-0400-1282-3698 Tammy Gallegos	104671610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125184	CC202304211650	05/16/2023	05/16/2023	155.72	4246-0400-1282-3698 Tammy Gallegos	104111230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC202304211650	05/16/2023	05/16/2023	171.12	4246-0400-1282-3698 Tammy Gallegos	104679610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125184	CC202304211650	05/16/2023	05/16/2023	171.28	4246-0400-1282-3698 Tammy Gallegos	104686610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125184	CC202304211650	05/16/2023	05/16/2023	172.26	4246-0400-1282-3698 Tammy Gallegos	104684610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125184	CC202304211650	05/16/2023	05/16/2023	1,018.36	4246-0400-1282-3698 Tammy Gallegos	104684610 - Miscellaneous Supplies	

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All Bank Accounts - 05/12/2023 to 06/01/2023**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
U.S. Bank Corporate Payment	125184	CC202304211650	05/16/2023	05/16/2023	1,073.28	4246-0400-1282-3698 Tammy Gallegos	104684230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC202304211650	05/16/2023	05/16/2023	1,425.10	4246-0400-1282-3698 Tammy Gallegos	104255740 - Equipment Purchases	
U.S. Bank Corporate Payment	125184	CC202304211650	05/16/2023	05/16/2023	1,433.69	4246-0400-1282-3698 Tammy Gallegos	104255740 - Equipment Purchases	
U.S. Bank Corporate Payment	125184	CC20230426120	05/02/2023	05/16/2023	41.91	4246-0400-1991-8418 Monica Alvarado	104256250 - Equipment Operation	
U.S. Bank Corporate Payment	125184	CC20230426120	05/02/2023	05/16/2023	125.88	4246-0400-1991-8418 Monica Alvarado	214414260 - Buildings and Grounds	
U.S. Bank Corporate Payment	125184	CC20230426120	05/02/2023	05/16/2023	177.99	4246-0400-1991-8418 Monica Alvarado	214412250 - Equipment Operation	
U.S. Bank Corporate Payment	125184	CC20230426120	05/02/2023	05/16/2023	204.14	4246-0400-1991-8418 Monica Alvarado	214414250 - Equipment Operation	
U.S. Bank Corporate Payment	125184	CC20230426120	05/02/2023	05/16/2023	250.00	4246-0400-1991-8418 Monica Alvarado	214414330 - Employee Education	
U.S. Bank Corporate Payment	125184	CC20230426120	05/02/2023	05/16/2023	341.46	4246-0400-1991-8418 Monica Alvarado	214414230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230426120	05/02/2023	05/16/2023	518.13	4246-0446-5302-1950 Todd Adair	214414330 - Employee Education	
U.S. Bank Corporate Payment	125184	CC20230426120	05/02/2023	05/16/2023	1,099.28	4246-0446-5302-1950 Todd Adair	214414230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	31.98	4246-0446-6210-7345 Samuel Long	104161250 - Equipment Operation	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	57.00	4246-0446-6210-7345 Samuel Long	104676260 - Buildings and Grounds	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	67.01	4246-0446-6210-7345 Samuel Long	104230480 - Kitchen Food	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	117.99	4246-0446-6210-7345 Samuel Long	214412260 - Buildings and Grounds	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	146.82	4246-0446-6210-7345 Samuel Long	104161230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	212.62	4246-0446-6210-7345 Samuel Long	104230480 - Kitchen Food	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	502.61	4246-0446-6210-7345 Samuel Long	104161330 - Employee Education	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	4,852.00	4246-0470-0056-1370 Kent Cantrell	104147242 - Software Maintenance	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	21.86	4246-0446-5595-5692 Lyman W Duncan	104173240 - Office Expense	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	100.00	4246-0446-5595-5692 Lyman W Duncan	104173330 - Employee Education	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	221.14	4246-0446-5595-5692 Lyman W Duncan	104173330 - Employee Education	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	466.32	4246-0446-5595-5692 Lyman W Duncan	104173330 - Employee Education	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	118.30	4246-0446-5304-7278 Jay Begay	104210480 - Special Department Suppl	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	199.09	4246-0446-5304-7278 Jay Begay	104211610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	1,751.00	4246-0446-5304-7278 Jay Begay	104211230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230427155	05/02/2023	05/16/2023	5,145.68	4246-0446-5304-7278 Jay Begay	104211230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230427155	05/16/2023	05/16/2023	50.00	4246-0446-5118-0295 Mack McDonald	104111210 - Subscriptions and Member	
U.S. Bank Corporate Payment	125184	CC20230427155	05/16/2023	05/16/2023	944.81	4246-0446-5118-0295 Mack McDonald	104192230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230427155	05/16/2023	05/16/2023	949.96	4246-0446-5118-0295 Mack McDonald	104111330 - Employee Education	
U.S. Bank Corporate Payment	125184	CC20230427155	05/16/2023	05/16/2023	1,362.65	4246-0446-5118-0295 Mack McDonald	104111230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230427155	05/16/2023	05/16/2023	2,158.98	4246-0446-5118-0295 Mack McDonald	104111330 - Employee Education	
U.S. Bank Corporate Payment	125184	CC20230427155	05/16/2023	05/16/2023	3,312.91	4246-0446-5118-0295 Mack McDonald	104111230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230428093	05/02/2023	05/16/2023	14.51	4246-0446-5808-5489 TYLER KETRON	255281.280 - EED - Epidemiology Tele	
U.S. Bank Corporate Payment	125184	CC20230428093	05/02/2023	05/16/2023	19.00	4246-0446-5808-5489 TYLER KETRON	255281.242 - EED - Epidemiology Soft	
U.S. Bank Corporate Payment	125184	CC20230428093	05/02/2023	05/16/2023	58.70	4246-0446-5808-5489 TYLER KETRON	255007.242 - Indirect Admin Software	
U.S. Bank Corporate Payment	125184	CC20230428093	05/02/2023	05/16/2023	342.16	4246-0446-5808-5489 TYLER KETRON	255075.230 - Overdose Data to Action	
U.S. Bank Corporate Payment	125184	CC20230428093	05/02/2023	05/16/2023	376.35	4246-0446-5808-5489 TYLER KETRON	255071.230 - MCH Injury Prevention Tr	
U.S. Bank Corporate Payment	125184	CC20230428093	05/02/2023	05/16/2023	419.50	4246-0446-5808-5489 TYLER KETRON	255281.230 - EED - Epidemiology Trav	
U.S. Bank Corporate Payment	125184	CC20230428093	05/02/2023	05/16/2023	476.70	4246-0446-5808-5489 TYLER KETRON	255111.230 - WIC Administration Travel	
U.S. Bank Corporate Payment	125184	CC20230428093	05/02/2023	05/16/2023	873.61	4246-0446-5808-5489 TYLER KETRON	255061.230 - Tobacco Prevention Trav	
U.S. Bank Corporate Payment	125184	CC20230428093	05/02/2023	05/16/2023	875.00	4246-0446-5808-5489 TYLER KETRON	255140.330 - DIS Workforce Employee	
U.S. Bank Corporate Payment	125184	CC20230428093	05/02/2023	05/16/2023	1,050.00	4246-0446-5808-5489 TYLER KETRON	255111.330 - WIC Administration Emplo	
U.S. Bank Corporate Payment	125184	CC20230428095	05/02/2023	05/16/2023	59.26	4246-0446-5808-5125 GRANT SUNADA	255012.620 - Local General Health Mis	
U.S. Bank Corporate Payment	125184	CC20230428095	05/02/2023	05/16/2023	171.85	4246-0446-5808-5125 GRANT SUNADA	255007.230 - Indirect Admin Travel exp	
U.S. Bank Corporate Payment	125184	CC20230428095	05/02/2023	05/16/2023	875.00	4246-0446-5808-5125 GRANT SUNADA	255335.330 - Crisis Response Workfor	
U.S. Bank Corporate Payment	125184	CC20230428095	05/02/2023	05/16/2023	1,750.00	4246-0446-5808-5125 GRANT SUNADA	255075.330 - Overdose Data to Action	
U.S. Bank Corporate Payment	125184	CC20230428095	05/02/2023	05/16/2023	2,585.60	4246-0446-5808-5125 GRANT SUNADA	255075.330 - Overdose Data to Action	
U.S. Bank Corporate Payment	125184	CC20230428163	05/02/2023	05/16/2023	1,764.81	4246-0441-0129-6816 David Gallegos	104220615 - Contracts	
U.S. Bank Corporate Payment	125184	CC20230505081	05/02/2023	05/16/2023	360.00	4246-0446-5323-3506 Cindi Holyoak	104144210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	10.99	4246-0400-1740-8495 Marsha Shumway	104230480 - Kitchen Food	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	110.00	4246-0400-1740-8495 Marsha Shumway	104210210 - Subscriptions and Membe	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	172.07	4246-0400-1740-8495 Marsha Shumway	104210250 - Equipment Operation	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	235.60	4246-0400-1740-8495 Marsha Shumway	104230312 - Medical Expenses	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	282.00	4246-0400-1740-8495 Marsha Shumway	104210250 - Equipment Operation	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	299.89	4246-0400-1740-8495 Marsha Shumway	104210610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	361.48	4246-0400-1740-8495 Marsha Shumway	104230610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	35.88	4246-0470-0071-7485 Alan Freestone	104230480 - Kitchen Food	

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<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	67.39	4246-0470-0071-7485 Alan Freestone	104668620 - Miscellaneous Services	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	95.00	4246-0470-0071-7485 Alan Freestone	104230610 - Miscellaneous Supplies	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	197.44	4246-0470-0071-7485 Alan Freestone	104210250 - Equipment Operation	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	1,450.50	4246-0470-0071-7485 Alan Freestone	104210230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230512095	05/02/2023	05/16/2023	1,456.90	4246-0470-0071-7485 Alan Freestone	104230230 - Travel Expense	
U.S. Bank Corporate Payment	125184	CC20230512152	05/02/2023	05/16/2023	205.00	4246-0446-5312-8805 Scott Burgess	264350330 - Employee Education	
					<u>\$61,737.63</u>			
					\$61,737.63			
Utah Association of Counties	125185	410	05/15/2023	05/16/2023	185.00	Recorder's Dues	104144330 - Employee Education	
Utah Association of Counties	125185	428	05/15/2023	05/16/2023	185.00	Recorder's Dues	104144330 - Employee Education	
Utah Association of Counties	125185	430	05/15/2023	05/16/2023	185.00	Recorder's Dues	104144330 - Employee Education	
Utah Association of Counties	125185	430_IH	05/15/2023	05/16/2023	75.00	Recorder's Dues	104144330 - Employee Education	
					<u>\$630.00</u>			
					\$630.00			
Utah Communications Authority	125281	INV-3231	05/23/2023	05/24/2023	5,509.34	SJC Fire	104220615 - Contracts	
					<u>\$5,509.34</u>			
					\$5,509.34			
Utah Counties Indemnity Pool	125280	3003	05/22/2023	05/24/2023	5,443.00	SJC Clerk	105430310 - Professional and Technica	
					<u>\$5,443.00</u>			
					\$5,443.00			
Utah County	125195	56167	05/22/2023	05/24/2023	20.00	Mental Health Hearings	104125310 - Professional and Technica	
					<u>\$20.00</u>			
					\$20.00			
Utah State Division of Finance	125290	20230519145027	05/22/2023	05/24/2023	22,496.99	Loan number B1913	104850810 - Debt Principle Payment	
					<u>\$22,496.99</u>			
					\$22,496.99			
Utah State Treasurer	125288	20230519145226	05/23/2023	05/24/2023	8,190.97	Surcharge,Fines,Wildlife Resources	103222000 - Marriage Licenses	
Utah State Treasurer	125288	20230519145226	05/23/2023	05/24/2023	9,971.34	Surcharge,Fines,Wildlife Resources	103511000 - Justice Court Fines	
					<u>\$18,162.31</u>			
					\$18,162.31			
Utah.com	125186	INV00002824	05/16/2023	05/16/2023	2,000.00	SJC Economic Development	104193490 - Advertising and Promotion	
					<u>\$2,000.00</u>			
					\$2,000.00			
Verizon Wireless	125187	9932439652	05/15/2023	05/16/2023	213.21	265507612-00001	264350280 - Telephone	
Verizon Wireless	125187	9932480860	05/16/2023	05/16/2023	25.04	665507629-00005	104242280 - Telephone	
Verizon Wireless	125187	9932480860	05/16/2023	05/16/2023	62.16	665507629-00005	104146280 - Telephone	
Verizon Wireless	125187	9933849716	05/15/2023	05/16/2023	42.11	642530092-00001	104145280 - Telephone	
					<u>\$342.52</u>			
Verizon Wireless	125234	9933860899	05/23/2023	05/24/2023	52.87	742063425-00001 - Public Health	255008.280 - Indirect Nursing Telephon	
Verizon Wireless	125234	9933860899	05/23/2023	05/24/2023	52.87	742063425-00001 - Public Health	255010.280 - Indirect Health Insp Telep	
Verizon Wireless	125234	9933860899	05/23/2023	05/24/2023	52.87	742063425-00001 - Public Health	255193.280 - Home Visiting - PAT Tele	
Verizon Wireless	125234	9933860899	05/23/2023	05/24/2023	52.87	742063425-00001 - Public Health	255281.280 - EED - Epidemiology Tele	
Verizon Wireless	125234	9933860899	05/23/2023	05/24/2023	52.87	742063425-00001 - Public Health	255310.280 - PHEP Preparedness Tele	
Verizon Wireless	125234	9934294681	05/22/2023	05/24/2023	76.55	365552000-00001	104679280 - Telephone	
Verizon Wireless	125234	9934294681	05/22/2023	05/24/2023	217.84	365552000-00001	104672280 - Telephone	
Verizon Wireless	125234	9934864007	05/24/2023	05/24/2023	180.62	665507629-00004	104230280 - Telephone	
					<u>\$739.36</u>			
					\$1,081.88			
Waste Management of Colorado	125188	413214-4889-0	05/15/2023	05/16/2023	134.92	Waste Management	724168270 - Utilities	

**San Juan County
Check Register
All Bank Accounts - 05/12/2023 to 06/01/2023**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
Waste Management of Colorado	125219	413439-4889-3	05/23/2023	05/24/2023	353.41	19-36095-03000 SJC Public Health	255007.270 - Indirect Admin Utilities	
					\$488.33			
Watts Steam Store Utah Inc	125189	7058865	05/15/2023	05/16/2023	678.63	SJC Road Dept	214412250 - Equipment Operation	
					\$678.63			
Western Specialty Insurors LLC	125248	60910	05/22/2023	05/24/2023	1,550.00	San Juan Stampede Rodeo	104850620 - Miscellaneous Services	
					\$1,550.00			
Wheeler Machinery Company	125190	PS001497633	05/15/2023	05/16/2023	218.84	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125190	PS001499280	05/15/2023	05/16/2023	916.04	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125190	PS001503248	05/15/2023	05/16/2023	1,920.02	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125190	PS001504007	05/15/2023	05/16/2023	451.50	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125190	ps001504933	05/15/2023	05/16/2023	49.55	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125190	RS0000235307	05/15/2023	05/16/2023	20,000.00	SJC Road Dept	214414255 - Equipment Rental	
					\$23,555.95			
Wheeler Machinery Company	125284	PC000146656	05/22/2023	05/24/2023	-139.27	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125284	PS001508194	05/22/2023	05/24/2023	408.71	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125284	PS001509175	05/22/2023	05/24/2023	5,622.40	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125284	PS001510647	05/22/2023	05/24/2023	157.28	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125284	SS000433237	05/22/2023	05/24/2023	620.76	SJC Road Dept	214412250 - Equipment Operation	
Wheeler Machinery Company	125284	SS000434121	05/22/2023	05/24/2023	894.36	SJC Road Dept	214412250 - Equipment Operation	
					\$7,564.24			
					\$31,120.19			
White Mesa Senior Citizens	125272	WMSC05152023	05/23/2023	05/24/2023	1,000.00	SJC AGING	104677327 - Meals - White Mesa	
White Mesa Senior Citizens	125272	WMSC05152023	05/23/2023	05/24/2023	1,000.00	SJC AGING	104678327 - Meals - White Mesa	
					\$2,000.00			
					\$2,000.00			
Wilbur-Ellis Company	125191	15632456	05/15/2023	05/16/2023	64.50	SJC Weed Dept	104256480 - Special Department Suppl	
Wilbur-Ellis Company	125191	15632457	05/15/2023	05/16/2023	35,295.61	SJC Weed Dept	104256480 - Special Department Suppl	
Wilbur-Ellis Company	125191	15651691	05/15/2023	05/16/2023	-1,606.00	SJC Weed Dept	104256480 - Special Department Suppl	
					\$33,754.11			
					\$33,754.11			
Wilson, Lloyd	125192	20230413LW	05/12/2023	05/16/2023	50.00	Planning & Zoning Meeting	104114620 - Miscellaneous Services	
Wilson, Lloyd	125192	20230413LW	05/12/2023	05/16/2023	65.50	Travel Reimbursement	104114230 - Travel Expense	
					\$115.50			
					\$115.50			
Yazzie, Tisheena	125193	TY050823	05/15/2023	05/16/2023	512.33	Travel Reimbursement	255760.230 - Highway Safety Travel ex	
Yazzie, Tisheena	125193	TY050823	05/15/2023	05/16/2023	559.82	Travel Reimbursement	255281.230 - EED - Epidemiology Trav	
					\$1,072.15			
Yazzie, Tisheena	125236	TY022323	05/23/2023	05/24/2023	803.99	Travel Reimbursement	255139.230 - DIS Expanded Authority T	
					\$1,876.14			
Ziems Ford Corners	125194	FOCS62974	05/15/2023	05/16/2023	108.62	SJC AMB	264350250 - Equipment Operation	
					\$108.62			
Zion's Way Home Health & Hospice	125240	20230519160839	05/22/2023	05/24/2023	200.00	SJC Aging Services	104679615 - Contracts	
Zion's Way Home Health & Hospice	125240	20230519160846	05/22/2023	05/24/2023	240.00	SJC Aging Services	104679615 - Contracts	
Zion's Way Home Health & Hospice	125240	20230519160853	05/22/2023	05/24/2023	520.00	SJC Aging Services	104679615 - Contracts	
					\$960.00			
					\$960.00			
					\$672,624.47			

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



Purchase From

Wheeler CAT
 4901 W 2100 S
 SLC, UT 84120
 Phone: (801)978-1622
 Attention To :

State Contracted

Deliver To

San Juan County Road Dept.
 885 E Center Street
 Monticello, UT 84535
 Phone: (435)587-3230
 Attention To :

Purchase Order

P. O. No#
 Date 5/24/2023
 Your Ref#
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
	Electronic Technician Software - Renewal One Year - Blanding Shop	1	\$1,080.00	\$1,080.00 \$0.00
	Electronic Technician Software - Renewal One Year - Monticello Shop	1	\$1,080.00	\$1,080.00 \$0.00
	SIS Web Online Access - Renewal One Year - Blanding & Monticello Shop	1	\$990.00	\$990.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Sub Total	\$3,150.00
Tax	Exempt
Freight	
Invoice Total	\$3,150.00
Amount Paid	
Balance Due	\$3,150.00

Approved:

Department Head: *[Signature]*

County Admin: *[Signature]*

Terms and Conditions:



Wheeler Machinery Co.
 4901 West 2100 South
 Salt Lake City, UT 84120
 (801) 974-0511

INVOICE NUMBER	INVOICE DATE
EM12279	05-24-23
CUSTOMER NUMBER	INVOICE TOTAL
080103	CONT'D
PLEASE REMIT TO:	
LB 413071 Wheeler Machinery Co. PO BOX 35143 Seattle, WA 98124-5143 Pay Online www.MyWheeler.net	

SAN JUAN COUNTY ROAD DEPT
 PO BOX 188
 MONTICELLO UT 84535

*SHIP TO SAN JUAN COUNTY
 * 835 EAST HWY 491
 * MONTICELLO UT 84535

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER ORDER NO.			STORE	DIV	SALESMAN	TERMS	PAGE
EM12279	05-24-23	080103	CAT ET/SIS RENEWALS			93	H	751	2	1
PSO / WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA			INV SEQ NO.		
EM12279	05-24-23	11	10	10				1		
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER READING		MACH ID NO.		

QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION
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* * * PROFORMA INVOICE * * *

INSTALL MACHINE SOFTWARE

THIS BILLING IS FOR CATERPILLAR ELECTRONIC
 TECHNICIAN SOFTWARE YEARLY LICENSE RENEWAL FOR THE
 BLANDING SHOP.

1.00	CAT ET SUBSCRIPT			1080.00	
	TOTAL MISC CHGS	SEG. 01		1080.00	*
	SEGMENT 01 TOTAL			1080.00	T

INSTALL MACHINE SOFTWARE

THIS BILLING IS FOR CATERPILLAR ELECTRONIC
 TECHNICIAN SOFTWARE YEARLY LICENSE RENEWAL FOR THE
 MONTICELLO SHOP.

1.00	CAT ET SUBSCRIPT			1080.00	
	TOTAL MISC CHGS	SEG. 02		1080.00	*
	SEGMENT 02 TOTAL			1080.00	T

PROFORMA INVOICE

Customer is required to advise WMC in writing of any disputed invoices or statements within ten (10) days of receipt of the same. NOTICE: ANY ITEMS ON THIS INVOICE THAT ARE LATER RETURNED MUST BE ACCOMPANIED BY A COPY OF THIS INVOICE OR THE INVOICE NUMBER.	PAY THIS AMOUNT	CONT'D
	AMOUNT CREDITED	
	DUE DATE	



Wheeler Machinery Co.
 4901 West 2100 South
 Salt Lake City, UT 84120
 (801) 974-0511

INVOICE NUMBER	INVOICE DATE
EM12279	05-24-23
CUSTOMER NUMBER	INVOICE TOTAL
080103	3150.00
PLEASE REMIT TO:	
LB 413071 Wheeler Machinery Co. PO BOX 35143 Seattle, WA 98124-5143 Pay Online www.MyWheeler.net	

SAN JUAN COUNTY ROAD DEPT
 PO BOX 188
 MONTICELLO UT 84535

*SHIP TO SAN JUAN COUNTY
 * 835 EAST HWY 491
 * MONTICELLO UT 84535

INVOICE NUMBER	INVOICE DATE	CUSTOMER NO.	CUSTOMER ORDER NO.	STORE	DIV	SALESMAN	TERMS	PAGE
EM12279	05-24-23	080103	CAT ET/SIS RENEWALS	93	H	751	2	2
PSO / WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA			INV SEQ NO.
EM12279	05-24-23	11	10	10				1
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING	MACH ID NO.		

QUANTITY	ITEM	* N/R	DESCRIPTION	UNIT PRICE	EXTENSION
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* * * PROFORMA INVOICE * * *					
INSTALL MACHINE SOFTWARE					
THIS BILLING IS FOR CATERPILLAR SIS WEB ONLINE ACCESS FOR SERVICE INFORMATION YEARLY SUBSCRIPTION RENEWAL FOR ALL COUNTY SERVICE TECHNICIANS.					
1.00			SIS WEB ONLINE		990.00
			TOTAL MISC CHGS	SEG. 03	990.00 *
			SEGMENT 03 TOTAL		990.00 T

TAX EXEMPTION LICENSE 12008361002-STC

*
*
*

Customer is required to advise WMC in writing of any disputed invoices or statements within ten (10) days of receipt of the same. NOTICE: ANY ITEMS ON THIS INVOICE THAT ARE LATER RETURNED MUST BE ACCOMPANIED BY A COPY OF THIS INVOICE OR THE INVOICE NUMBER.	PAY THIS AMOUNT	3150.00
	AMOUNT CREDITED	
	DUE DATE	06/23/2023



COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the Contract for \$18,000 with the American Stewards of Liberty for assistance in Coordinating and Advising in Federal Land Planning in San Juan County. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Approve the Contract

SUMMARY

This is to consider partnering with American Standards of Liberty, a non-profit organization, in advising and working with the County on Federal Planning efforts taking place in the County. Other Counties throughout the State are using American Standards of Liberty as a resource to help lead a local effort of coordinating planning efforts and initiatives on Federal Lands driven more at a local level rather than a cooperative agency level. Engaging in their services will provide a method to have more of a local voice in what is taking place on our Public Lands here in San Juan County.

HISTORY/PAST ACTION

In the past, San Juan County has been able to be a cooperating agency with our Public Land Agencies and has had representation at several advisory board levels.

FISCAL IMPACT

Total contract will not exceed \$18,000 which will be taken from our General Plan and Resource Management Plan Update funds. This is a Sole Source Contract.



**COORDINATION AND PLAN CONSISTENCY REVIEW
UNDER FLPMA SECTION 202(C)(9)**

Norman D. James
Fennemore Craig P.C.
2494 East Camelback Rd., Suite 600
Phoenix, AZ 85016

July 17, 2016

The Federal Land Policy and Management Act (FLPMA), 43 U.S.C. §§ 1701 – 1787, requires that the Interior Secretary “manage the public lands under principles of multiple use and sustained yield, in accordance with the land use plans developed by him under section 1712 of this title when they are available, except that where a tract of such public land has been dedicated to specific uses according to any other provisions of law it shall be managed in accordance with such law.” 43 U.S.C. § 1732(a). The requirements for the development of land use plans¹ are set forth in FLPMA Section 202, 43 U.S.C. § 1712. Subsection (c)(9) of this section imposes coordination and consistency requirements on the Interior Secretary. Specifically, this provision states:

(9) to the extent consistent with the laws governing the administration of the public lands, coordinate the land use inventory, planning, and management activities of or for such lands with the land use planning and management programs of other Federal departments and agencies and of the States and local governments within which the lands are located, . . . and of or for Indian tribes by, among other things, considering the policies of approved State and tribal land resource management programs. In implementing this directive, the Secretary shall, [1] to the extent he finds practical, keep apprised of State, local, and tribal land use plans; [2] assure that consideration is given to those State, local, and tribal plans that are germane in the development of land use plans for public lands; [3] assist in resolving, to the extent practical, inconsistencies between Federal and non-Federal Government plans, and [4] shall provide for meaningful public involvement of State and local government officials, both elected and appointed, in the development of land use programs, land use regulations, and land use decisions for public lands, including early public notice of proposed decisions which may have a significant impact on non-Federal lands. Such officials in each State are authorized to furnish advice to the Secretary with respect to the development and revision of land use plans, land use guidelines,

¹ In its regulations, the Bureau of Land Management refers to “resource management plans” rather than “land use plans.” We use the term “land use plans” to be consistent with the terminology used in FLPMA, unless quoting a BLM regulation or other agency document.

land use rules, and land use regulations for the public lands within such State and with respect to such other land use matters as may be referred to them by him. Land use plans of the Secretary under this section shall be consistent with State and local plans to the maximum extent he finds consistent with Federal law and the purposes of this Act.

43 U.S.C. § 1712(c)(9) (reference to “statewide outdoor recreation plans” removed; numbering added for reference purposes).

This provision is based on settled law recognizing that the States and local governments are “free to enforce [their] criminal and civil laws on federal land so long as those laws do not conflict with federal law.” *California Coastal Comm’n v. Granite Rock Co.*, 480 U.S. 572 (1987) (quoting *Kleppe v. New Mexico*, 426 U.S. 529, 543 (1976)); *see also People ex rel. Deukmejian v. Cty. of Mendocino*, 36 Cal. 3d 476, 491, 683 P.2d 1150, 1160 (1984) (holding that county regulation of aerial spraying of pesticides was not preempted by federal law). Even though the public lands are owned by the United States, States and local governments have the authority to plan for and regulate activities occurring on the public lands, unless such regulation is preempted by a federal law. FLPMA Section 202(c)(9) explicitly recognizes and protects that authority.

FLPMA Section 202(c)(9) also is based on the recommendations of the Public Land Law Review Commission. In its seminal report to the President and to the Congress, *One Third of the Nation’s Land*, which provided the underpinning for much of FLPMA, the Commission explained that State and local units of government “represent the people and institutions most directly affected by Federal programs growing out of land use planning.” *One Third of the Nation’s Land* 61 (1970).² The Commission felt so strongly about the need to involve State and local governments in the planning and management of the public lands that it recommended the following:

To encourage state and local government involvement in the planning process in a meaningful way, as well as to avoid conflict and assure the cooperation necessary to effective regional and local planning, the Commission believes that consideration of state and local impacts should be mandatory. To accomplish this, *Federal agencies should be required to submit their plans to state or local government agencies. . . .*

The coordination [between federal agencies and State and local governments] which will be required if the Commission’s recommendations are adopted is so essential to effective public land use planning that it should be mandatory. . . . *The Commission recommends, therefore, that Congress provide by statute that*

² Available at <https://archive.org/details/onethirdofnation3431unit> (last visited Feb. 3, 2017). The Public Land Law Review Commission was established as an independent federal agency by an act of September 19, 1964 (78 Stat. 982). Its function was to review the federal public land laws and regulations and recommend a public land policy. For more background, see National Archives, Records of the Public Land Law Review, available at <http://www.archives.gov/research/guide-fed-records/groups/409.html> (last visited Feb. 3, 2017).

Federal action programs may be invalidated by court orders upon adequate proof that procedural requirements for planning coordination have not been observed.

Id. at 63 (italics in original).

The report of the House Interior and Insular Affairs Committee accompanying the House bill (which provided much of the text of FLPMA) similarly stated:

The underlying mission for the public lands is the multiple use of resources on a sustained-yield basis. Corollary to this is the selective transfer of public lands to other ownership where the public interest will be served thereby. The proper multiple use mix of retained public lands is to be achieved by comprehensive land use planning, *coordinated with State and local planning.*

H.R. Rep. No. 94-1163, at 2 (1976), *reprinted* in 1976 U.S.C.C.A.N. 6175, 6176 (emphasis added).

Unfortunately, the Interior Department agency chiefly responsible for complying with the requirements of FLPMA, the Bureau of Land Management (BLM), has largely ignored FLPMA Section 202(c)(9), including the requirement that federal land use planning be closely coordinated with state and local land use planning. Instead, the BLM has been shifting authority for land use planning and management from its field offices to Washington D.C. This trend was accelerated by two recent Interior Department programs, the Climate Change Adaptation Program and the Landscape-scale Mitigation Program. Both of these programs were created by administrative fiat through a series of executive and secretarial orders, manual revisions, and agency policy documents, without compliance with the Administrative Procedure Act.³ These programs were to be implemented by means of new BLM planning rules, along with new “mitigation policies” issued by another Interior Department agency, the Fish and Wildlife Service, that lacked any legal authority.⁴

Needless to say, the development these national programs, without any opportunity for input from public land and resource users or, for that matter, authorization from Congress, has led to widespread mistrust of the Interior Department and its agencies, particularly in the western “public lands” states that are dependent on access to and use of the public lands. Planning for and management of the public lands had clearly shifted to Washington, and was being controlled by national programs that the States and their local governments had no role in developing, despite the role envisioned by Congress when it enacted FLPMA.

³ See, e.g., Secretary of the Interior Order No. 3289 (Sep. 14, 2009) (amended Feb. 22, 2010); U. S. Dept. of Interior, *Climate Change Adaption Plan* (2014); Secretary of the Interior Order No. 3330 (Oct. 13, 2013), U.S. Dept. of Interior, *Public Lands Policy, Landscape-Scale Mitigation Policy*, 600 DM 6 (Oct. 23, 2015).

⁴ Bureau of Land Management, *Resource Management Planning*, 81 Fed. Reg. 89580 (Dec. 12, 2016); U.S. Fish and Wildlife Service, *Endangered Species Act Compensatory Mitigation Policy*, 81 Fed. Reg. 95316 (Dec. 27, 2016); U.S. Fish and Wildlife Service, *Mitigation Policy*, 81 Fed. Reg. 83440 (Nov. 21, 2016).

The balance of this paper will discuss in detail the requirements imposed by FLPMA Section 202(c)(9). It will also address the BLM’s improper attempt to use the process mandated by the National Environmental Policy Act to avoid meaningful coordination with the States and their local governments and ensuring that the BLM’s planning and management of the public lands are consistent with State and local planning efforts.

A. An Analysis of FLPMA Section 202(c)(9).

On its face, FLPMA Section 202(c)(9) imposes a number of different and overlapping requirements and obligations on the Interior Secretary and, therefore, on the BLM with respect to coordinating with State and local governments and maintaining consistency with the land use plans, programs and policies of State and local governments. These requirements are discussed below.

1. 43 U.S.C. § 1712(c)(9) (first sentence)—Duty to Coordinate.

First, the BLM must “coordinate” the agency’s “land use inventory, planning, and management activities” with “the land use planning and management programs of the States and local governments within which the lands are located.” 43 U.S.C. § 1712(c)(9) (first sentence). In coordinating, the BLM must consider the “policies of approved State and tribal land resource management programs.” *Id.* The verb “coordinate” means “to put in the same order or rank” or, alternatively, “to bring into common action, movement, or condition: HARMONIZE.” Merriam-Webster’s Collegiate Dictionary 255 (10th ed. 2000). In other words, the requirement to “coordinate” requires that the BLM treat the land use planning and management activities of State and local governments as equal in rank and *harmonize* the BLM’s land use inventory, planning, and management activities with the activities of State and local governments “to the extent consistent with the laws governing the administration of the public lands.”

The plain language of FLPMA Section 202(c)(9) indicates that the requirement to coordinate is significantly broader than simply coordinating BLM and local land use plans. Instead, coordination should occur with respect to all BLM “land use inventory, planning, and management activities” and all State and local government “land use planning and management programs.” *Id.* Thus, coordination is required, for example, in connection with assessing the resource, environmental, ecological, social, and economic conditions prior to developing land use plans and other land planning and management guidance; developing and identifying the policies, guidance, strategies and plans for consideration in developing land use plans; formulating land use and resource management alternatives; and developing management measures that are used to implement land use plans following their adoption.

As noted, BLM inventory, planning, and management activities do not have to be coordinated with State and local governments if doing so is inconsistent with “*the laws governing the administration of the public lands.*” *Id.* (emphasis added). Thus, on its face, this limitation applies when a federal law governing public land management, such as FLPMA, conflicts with a State or local government land use planning and management program. Federal laws that do not address the “administration of the public lands” are irrelevant to this limitation, however. Likewise, agency regulations, directives, policies, and guidance documents are irrelevant because they are not laws. Consequently, the existence of Secretarial orders,

regulations, policies, directives, and similar agency guidance documents do not limit the BLM's obligation to coordinate, with the objective of resolving inconsistencies. Likewise, the existence of Secretarial and agency policies and directives do not serve as a basis to avoid ensuring consistency.

Finally, agency regulations, directives, policies, and guidance documents, such as BLM rules governing land and resource planning and management, Secretarial orders and directives, the BLM Land Use Planning Handbook, the Interior Departmental Manual, and the Interior Department's Climate Change Adaptation Plan and Landscape-scale Mitigation Program, are themselves subject to coordination under FLPMA Section 202(c)(9) to the extent such documents provide substantive direction for land use planning and management.

2. 43 U.S.C. § 1712(c)(9) (second sentence)—Implementation Requirements.

Second, “in implementing this directive,” i.e., the requirement to coordinate, the BLM must do four things:

1. “to the extent [the Secretary] finds practical, keep apprised of State, local, and tribal land use plans;”
2. “assure that consideration is given to those State, local, and tribal plans that are germane in the development of land use plans for public lands;”
3. “assist in resolving, to the extent practical, inconsistencies between Federal and non-Federal Government plans, and”
4. “provide for meaningful public involvement of State and local government officials, both elected and appointed, in the development of land use programs, land use regulations, and land use decisions for public lands, including early public notice of proposed decisions which may have a significant impact on non-Federal lands.”

43 U.S.C. § 1712(c)(9) (second sentence).

The first and third requirements are qualified by the phrase “to the extent [the Secretary] finds practical.” The word “practical” has several meanings, but the one that makes sense in this context is “capable of being put to use or account: USEFUL.” Merriam-Webster's Collegiate Dictionary 912 (10th ed.). In most cases, it will be useful to the BLM to perform requirements 1 and 3 because each requirement must be satisfied to properly complete the coordination process. Moreover, the performance of each requirement is necessary for the BLM to fulfill its obligation to ensure that BLM land use plans are “consistent with State and local plans to the maximum extent he finds consistent with Federal law and the purposes of this Act,” which appears in the final sentence of FLPMA Section 202(c)(9).

Requirement 2—giving consideration to State, local, and tribal plans that are germane in the development of land use plans for public lands—logically follows from the basic obligation to coordinate as well as the consistency requirement in the final sentence of FLPMA Section

202(c)(9). Obviously, meaningful coordination requires that the BLM carefully consider State and local land use plans that pertain to public land uses or that may be impaired by a BLM land use plan containing conflicting resource use designations or implementation strategies. Consequently, this requirement is not subject to any limitation.

Additionally, Requirement 4—requiring that the BLM provide “meaningful public involvement” for State and local government officials “in the development of land use programs, land use regulations, and land use decisions for public lands”—is not qualified by the phrase “to the extent he finds practical.” Requirement 4 also applies broadly to a range of BLM actions that affect the planning and management of public lands. Thus, State and local governments must be provided “meaningful public involvement . . . in the development of land use programs, land use regulations, and land use decisions for public lands.” 43 U.S.C. § 1712(c)(9) (second sentence). Again, this includes agency directives, policies, and guidance documents (e.g., Interior Department and BLM handbooks and manuals), which, as discussed above, also are subject to coordination. Coordination must take place before these documents are used in connection with land use planning and management, including the development of land use plans.

3. 43 U.S.C. § 1712(c)(9) (third sentence)—Advice to the Secretary.

The next sentence of FLPMA Section 202(c)(9) specifically authorizes “such officials,” i.e., “State and local government officials, both elected and appointed,” to advise the Interior Secretary (and BLM as the Secretary’s delegated authority) on the “development and revision of land use plans, land use guidelines, land use rules, and land use regulations for the public lands within such State.” This sentence requires government-to-government coordination between State and local officials and the Secretary (or the BLM Director) on land use plans, guidelines, and regulations affecting the management and use of the public lands, thereby ensuring that the concerns and recommendations of State and local governments are recognized and addressed. This process allows the BLM to coordinate its own planning and management activities and maintain consistency with State and local governments to the greatest extent possible, including the BLM’s development of rules, policies, and guidelines that apply when land use plans are developed and implemented.

4. 43 U.S.C. § 1712(c)(9) (fourth sentence)—Consistency with State and Local Plans.

The fourth and concluding sentence of FLPMA Section 202(c)(9) is extremely important. This sentence mandates that BLM land use plans “be consistent with State and local plans *to the maximum extent* [the Secretary] finds consistent with Federal law and the purposes of this Act” (emphasis added). This obligation is called the “consistency requirement” and is intended to ensure that BLM and local land use plans are consistent, *unless* a federal law or the purposes of FLPMA itself conflict with and, therefore, preempt the provision in the local land use plan.

The consistency requirement is related to and follows logically from the three previous sentences of this provision. As discussed, the BLM must coordinate its land use inventory, planning, and management activities with State and local governments and consider “the policies of approved State and tribal land resource management programs” (first sentence); keep apprised of State and local land use plans, assure that these plans are considered in the development of

land use plans for public lands, and affirmatively assist in resolving inconsistencies between “Federal and non-Federal Government plans” to the extent practical (second sentence); and receive advice from State and local governments on “the development and revision of land use plans.”

Based on this coordination, the BLM must identify and consider potential conflicts with State and local government planning documents, and ensure that these conflicts are avoided or resolved during the planning process to the maximum extent practical. This means that coordination should begin early in the land planning process so that potential conflicts and inconsistencies can be immediately identified and taken into account as the land use plan is developed. This ensures that consistency with State and local planning is maintained or, at worst, conflicts are minimized through coordination.

B. The Improper Use of Cooperating Agency Status to Avoid Coordination.

One of the most frustrating aspects of BLM land use planning is the BLM’s refusal to acknowledge its obligations under FLPMA Section 202(c)(9). Instead, the BLM has attempted to claim that cooperating agency status under the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 4332, satisfies the agency’s coordination and plan consistency review obligations. The BLM’s new Resource Management Planning Rules, adopted in December 2016, but rescinded by Congress under the Congressional Review Act, would have exacerbated this serious problem.

NEPA, when applicable, requires federal agencies to complete a particular process prior to acting, including the preparation of an environmental impact statement prior to undertaking “major Federal actions significantly affecting the quality of the human environment.” 42 U.S.C. § 4332(2)(C). However, NEPA does not impose any substantive requirements on federal agencies or override the laws that the agencies administer. The Supreme Court has explained:

[I]t is now well settled that NEPA itself does not mandate particular results, but simply prescribes the necessary process. . . . If the adverse environmental effects of the proposed action are adequately identified and evaluated, the agency is not constrained by NEPA from deciding that other values outweigh the environmental costs. . . . Other statutes may impose substantive environmental obligations on federal agencies, but NEPA merely prohibits uninformed – rather than unwise – agency action.

Robertson v. Methow Valley Citizens Council, 490 U.S. 332, 350-51 (1989) (citations and footnote omitted); *see also Lands Council v. McNair*, 537 F.3d 981, 1000 (9th Cir. 2008) (en banc) (NEPA “does not impose any substantive requirements on federal agencies—it exists to ensure a process.” (quoting *Inland Empire Pub. Lands Council v. U.S. Forest Serv.*, 88 F.3d 754, 758 (9th Cir. 1996))).

The BLM, however, has been using the NEPA process as a way to avoid complying with its obligations under FLPMA Section 202(c)(9). This is accomplished by inviting state and local governments to participate in the NEPA process as cooperating agencies. Under NEPA,

cooperating agencies work under the direction of the lead agency—here, the BLM—to satisfy the procedural requirements imposed by NEPA. *See, e.g.*, 40 C.F.R. § 1501.6(b) (describing the duties of cooperating agencies); James Connaughton, Council on Environmental Quality, Memorandum for the Heads of Federal Agencies: Cooperating Agencies in Implementing the Procedural Requirements of the National Environmental Policy Act (Jan. 30, 2002) (the Connaughton Memorandum) (discussing factors to consider in determining whether State or local governments are capable of participating in the NEPA process as cooperating agencies and the circumstances under which they may be terminated).⁵ The Connaughton Memorandum cautions that “cooperating agency status under NEPA is not equivalent to other requirements calling for an agency to engage in other governmental entity in a consultation or coordination process” *Id.* at p. 1, n. 1(emphasis added).

The Connaughton Memorandum also contains a list of factors to be used in determining whether to invite, decline or end cooperating agency status. These factors include:

- Does the cooperating agency understand what cooperating agency status means and can it legally enter into an agreement to be a cooperating agency?
- Can the cooperating agency participate during scoping and/or throughout the preparation of the analysis and documentation as necessary and meet milestones established for completing the process?
- Can the cooperating agency provide resources to support scheduling and critical milestones?
- Does the cooperating agency provide adequate lead-time for review and do the other agencies provide adequate time for review of documents, issues and analyses?
- Can the cooperating agency(s) accept the lead agency’s final decisionmaking authority regarding the scope of the analysis, including authority to define the purpose and need for the proposed action? For example, is an agency unable or unwilling to develop information/analysis of alternatives they favor and disfavor?

Thus, it is apparent that the role and duties of a cooperating agency differ significantly from, and cannot be used as substitute for, the requirements for coordination and plan consistency review imposed by FLPMA Section 202(c)(9).

The Interior Secretary has adopted regulations, codified at 43 C.F.R. part 46, to implement NEPA’s procedural requirements as well as the Council on Environmental Quality’s NEPA regulations. The Secretary’s regulations also address the selection of cooperating agencies and their role in the NEPA process, and are generally consistent with Chairman Connaughton’s Memorandum. *See* 43 C.F.R. §§ 46.225, 46.230. Among other things, these regulations require that the BLM “work with cooperating agencies to develop and adopt a

⁵ Available at http://energy.gov/sites/prod/files/nepapub/nepa_documents/RedDont/G-CEQ-CoopAgenciesImplem.pdf (visited April 5, 2016).

memorandum of understanding that includes the respective roles, assignment of issues, schedules, and staff commitments so that the NEPA process remains on track and within the time schedule.” 43 C.F.R. § 46.225(d).

Moreover, in the case of State and local governments, the memorandum of understanding “must include a commitment to maintain the confidentiality of documents and deliberations” prior to the release of any NEPA document. *Id.* This requirement is problematic. Many local governments cannot effectively coordinate with the BLM if their discussions and any documents exchanged are subject to a strict confidentiality requirement. Elected officials involved in coordination meetings (e.g., county commissioners and supervisors) are required by open meeting laws and similar requirements to coordinate in an open and transparent fashion, including conducting meetings that are open to the public. Furthermore, most States and local governments are subject to public records acts which require disclosure of documents.

The Secretary’s regulations also provide that “throughout the development of an environmental document” the BLM will “collaborate, to the fullest extent possible, with all cooperating agencies concerning those issues relating to their jurisdiction and special expertise.” 43 C.F.R. § 46.230. Section 46.230 goes on to identify activities that, with the BLM’s agreement, cooperating agencies may “help to do.” *Id.* These activities are intended to assist the BLM in fulfilling its procedural obligations under NEPA, rather than coordinating on a government-to-government basis on BLM land use inventory, planning, and management activities.

Finally, the BLM’s use of cooperating agency status as a substitute for meaningful coordination under FLPMA Section 202(c)(9) places an unfair burden on local governments. Some local governments may be unable to fulfill the obligations of a cooperating agency and decline to become a cooperating agency. In that case, the BLM would be excused from coordinating, which would violate FLPMA Section 202(c)(9). FLPMA does not require State and local governments to become a cooperating agency before the Secretary’s obligations to coordinate are triggered.

For these reasons, it is improper to combine coordination under FLPMA Section 202(c)(9) with the NEPA process. Certainly, State and local governments that elect to participate in the NEPA process as cooperating agencies should be invited to do so in accordance with Council on Environmental Quality’s guidance and the Interior Secretary’s regulations. But participation in the NEPA process as a cooperating agency is not a substitute for government-to-government coordination under FLPMA Section 202(c)(9). Regardless of whether a State or local government participates in the NEPA process as a cooperating agency, however, the BLM must independently satisfy its obligation to coordinate with that unit of government and to ensure plan consistency in accordance with FLPMA.

This document can be accessed at

**<https://www.americanstewards.us/coordination/resources/coordination-plan-consistency-review/>
American Stewards of Liberty . 624 S Austin Avenue . Georgetown, Texas 78626 . 512-591-7843**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
AMERICAN STEWARDS OF LIBERTY
AND
SAN JUAN COUNTY, UTAH**

This Agreement is made and entered into this __ day of _____, 2022, by and between the County of San Juan, a political subdivision of the State of Utah, by and through its duly elected Board of County Commissioners, hereinafter referred to as “County,” and American Stewards of Liberty, a non-profit, 501(c)(3) organization located in Georgetown, Texas, herein after referred to as “American Stewards.”

American Stewards as a non-profit can set fees for services provided to be paid by entities receiving the benefit of those services to help offset the expenses incurred. San Juan County agrees to provide funding to American Stewards in the amount agreed to below to cover costs of providing consultation, strategy and assistance to the County regarding multiple issues affecting and impacting the health, safety, and welfare of the County that have a direct effect on the local tax base and economy, as well as, to protect the private property rights of San Juan County citizens.

American Stewards’ will assist the County in working with Federal and State agencies on natural resource issues by representing the interests of the County, its citizens and their private property rights, and the multiple industries that contribute to the local tax base that include, but are not limited to, agriculture, recreation, natural resource exploration and production.

In consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. **SCOPE OF WORK.** American Stewards agrees to assist San Juan County in dealing with Federal and State agencies regarding issues involving natural resource issues. This includes, but is not limited to developing strategy for coordination of state and federal agency natural resource plans, such as the Bears Ears National Monument plan, and coordination of the implementation of those plans. American Stewards will assist with coordination meetings, advise the County Commissioners and staff on natural resource issues and recommend policies, and work with other local, state and federal governments and concerned citizens regarding various issues as necessary.
2. **COMPENSATION.** The County shall pay American Stewards \$1500.00 per month. The County also agrees to pay any reasonable travel and other expenses incurred in connection with performing the services expressed herein. Travel and other expenses shall be reimbursed at actual cost and in conformity with County travel policies. American Stewards will submit an invoice with all receipts attached for all travel and other expenses incurred under this Agreement. Combined fee and travel expenses shall not exceed \$24,000 during the contract period.
3. **TERM OF AGREEMENT.** This Agreement shall remain in effect for a term of twelve (12) months commencing on the date first written above, unless sooner terminated as hereinafter provided. This Agreement may be extended for up to similar terms upon agreement of the parties.
4. **TERMINATION.** This Agreement may be terminated by either party hereto, with or without cause, upon thirty (30) days prior to the intended day of termination. American Stewards shall be entitled to receive a prorated fee for the days it provided services during the 30 day notice period, as well as, reimbursement for all reasonable expenses incurred during that same period.

- 5. CONTRACTOR STATUS. American Stewards is an independent contractor performing certain services for the County and is not an employee of the County.
- 6. SUBCONTRACTING. This Agreement is based upon the skill and reliability of American Stewards. American Stewards may subcontract any biological or scientific portion of the services to be performed under this Agreement with prior approval of the County. Additionally, if any issue requires the services of legal counsel or expert in natural resource issues, American Stewards may subcontract these services with prior approval of the County. All subcontracting expenses are to be approved by the County in advance and is in addition to the compensation provided in this contract.
- 7. ASSIGNMENT. American Stewards will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without approval of the County.
- 8. CONFIDENTIALITY. Any confidential information provided to or developed by American Stewards in performance of the Agreement shall be kept confidential and shall not be made available to any individual or organization by American Stewards without prior approval of the County.
- 9. MODIFICATION. This Agreement shall not be modified except in writing by amendment executed by both parties.
- 10. ENTIRE AGREEMENT. The Agreement constitutes the entire understanding of the parties and shall not be amended or altered except upon agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated above.

[NAME] COUNTY, [NAME]

ATTEST:

By:
Chairman, San Juan County Board of Commissioners

By:
County Clerk

AMERICAN STEWARDS OF LIBERTY

By: Dan Byfield, CEO
American Stewards of Liberty



COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the Commenting Letter Regarding Proposed Rule: Conservation and Landscape Health (43 CFR Parts 1600 and 6100). Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Approval of the Comment Letter

SUMMARY

BLM has proposed a new rule for Conservation and Landscape Health. While the proposed rule appears to be made with good intent for improving the health and resilience of ecosystems, there is the potential for this rule to be interpreted and implemented contrary with BLM's mandate for multiple use and sustained yield land management. The proposed rule would clarify that 'conservation' is a 'use' under multiple use, create a new mechanism called a 'conservation lease' and increase the emphasis for the designation of Areas of Critical Environmental Concern. These proposed changes could potentially be used to change BLM management from multiple use to preservation or no use similar to National Park Service management.

The proposed rule is open for public comment through June 20. PLPCO and UAC have provided critical comments for the counties to use in making comments on the proposed rule. The attached letter makes comments identifying the potential for a significant change in BLM land management philosophy contrary to law and stating concerns on the potential effects of such management change on the County economy.

HISTORY/PAST ACTION

None.

FISCAL IMPACT

Potential loss of county and local government tax revenue.



SAN JUAN COUNTY COMMISSION

Item 5.

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

June 6, 2023

U.S. Department of the Interior
Director (630)
Bureau of Land Management
1849 C St. NW
Room 5646
Washington, DC 20240
Attention: 1004-AE92

Re: Comments on Proposed Rule: Conservation and Landscape Health (43 CFR Parts 1600 and 6100)

Dear Sir:

We have serious concerns that the proposed rule has the potential to alter the Bureau of Land Management's (BLM) mandate and philosophy for multiple use and sustained yield land management to more of a preservation-oriented land management philosophy. This would have detrimental effects on BLM land management with a resultant negative effect on San Juan County's economy.

In San Juan County, 62% (3,116,641 acres) of the county acreage is under federal management (BLM, Forest Service and National Park Service). With this high percentage of federal lands, federal land management policy has a major effect on the county economy. BLM lands make up 41% (2,077,879 acres) of the county so management practices on these lands are a major component of this federal influence. Of the BLM managed lands, roughly three quarters are already under some form of restrictive management such as National Monument, Area of Critical Environmental Concern, Wilderness Study Area and lands with wilderness character managed to maintain that character. This restrictive management often conflicts with county plans and is a negative influence on economic development. The proposed rule has the potential to put even more BLM lands under restrictive management with the potential to further negatively affect county economics.

Conservation Use

The proposed rule appears to define 'conservation' in a 'preservation' context which is contrary to the historic definition of conservation. Conservation has historically been defined as the wise use of land and natural resources with scientific principles so as to ensure ecosystem health, resilience and sustainability. Conservation in a natural resources context has generally been understood to mean that these natural resources are utilized but use is managed in a way to maintain those resources into the future as opposed to 'preservation' which meant no use of resources.

Our concern is that 'conservation' under the proposed rule could be interpreted to mean 'preservation' (no use) which would be contrary to FLPMA's definition of multiple use which "...means the management of the

public lands and their resource values so that they are utilized...” emphasis added [43 U.S.C. 1702 (c)]. This interpretation could turn BLM management into a preservation mode similar to the National Park Service which would be contrary to BLM’s mandate to manage for multiple use and sustained yield. Such a management change would be in direct violation of federal case law such as in *Public Land Council v. Babbitt* where the 10th circuit Court of Appeals found that BLM does not have the authority to prioritize conservation use to the exclusion of other uses.

‘Conservation’ under the historic and FLPMA context, has been and continues to be applied in BLM management to all uses of the public lands. It is not a separate entity to stand on its own but is an integral part of all BLM management. There is no need to separate it as an independent ‘use’ in management as it is already an integral part of BLM’s management practices and philosophy.

Conservation Leases

The proposed rule change to allow issuance of conservation leases would appear to allow entities adversarial to current lease or permit holders to acquire a lease with the purpose of constraining or eliminating the current leased or permitted use. This would only add another player to BLM’s already complicated and often controversial arena of resource management which already includes opportunities for public and stakeholder input to management decisions. Such a conservation lease could be used to restrict or eliminate current use(s) and ‘lock up’ tracts of land from legitimate public uses. BLM already has the authority to make necessary changes to current management to improve resource condition so a separate ‘conservation lease’ to effect such improvement isn’t necessary. We think the potential negative impacts to resource management from the use of such leases would far outweigh any positive impacts.

Areas of Critical Environmental Concern (ACECs)

The proposed rule would allow BLM to consider ACEC nominations outside its land use planning process and to consider and implement management to protect relevant and important values in the nominated area prior to and until BLM completes a planning process to determine whether to designate an ACEC. This proposed change would allow BLM to prematurely implement protective actions normally implemented only after completing a full public land use planning process. Such a proposed change would be a violation of FLPMA if it resulted in a “change of the management or use of public lands” [43 U.S.C. 1711 (a)] prior to formal designation.

Protection of Intact Landscapes

This new term, intact landscapes, as defined, would unnecessarily give critics another avenue to question authorized uses on BLM lands. We are concerned that existing uses could be considered to “disrupt, impair, or degrade the landscape’s structure or ecosystem resilience” in certain situations. Management as an ‘intact landscape’ would likely threaten many activities currently occurring on BLM lands. Activities which could be affected in San Juan County include hunting, dispersed camping, hiking, vegetation management, livestock grazing, mineral exploration and extraction and renewable energy development.

Management of ‘intact landscapes’ could also be considered as another form of wilderness or wilderness character management. BLM already has rule and policy for managing wilderness, wilderness study areas and lands with wilderness character. Another ‘quasi wilderness’ land designation would be unnecessary and

an additional 'stacking on' of restrictive management further trending BLM away from a multiple use mode to a preservation mode of management.

National Environmental Policy Act

We disagree with the Proposed Rule's exemption from analysis under the National Environmental Policy Act (NEPA). The BLM's assertion that the Proposed Rule's environmental effects are too speculative or conjectural for meaningful analysis is not adequately supported. Federal case law requires the BLM to provide a sufficient explanation for proceeding with an action in the absence of an Environmental Assessment (EA) or Environmental Impact Statement (EIS). By categorically excluding the Proposed Rule from NEPA analysis, the BLM is undermining the importance of environmental considerations in decision-making processes.

We appreciate the opportunity to comment and trust our concerns will be considered in making any proposed rule consistent with BLM's mandate for multiple use and sustained yield land management.

Sincerely,

Bruce Adams
Chairman



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Natural Resources

JOEL FERRY
Executive Director

Public Lands Policy Coordinating Office

REDGE B. JOHNSON
Director

Item 5.

May 10, 2023

Subject: BLM Conservation and Landscape Health Proposed Rule

Dear County Commissioners and Council Members,

On April 3, 2023, the Bureau of Land Management (“BLM”) released a proposed rule for “Conservation and Landscape Health” (the “Proposed Rule”). This Proposed Rule may be the most impactful action on public lands taken so far by the Biden Administration.

Frankly, we fear this Proposed Rule, if adopted, could fundamentally alter the future management of BLM lands to the detriment of recreation, livestock grazing, mineral extraction, renewable energy production, and other common uses on BLM lands. In 1976, Congress declared in the Federal Land Policy and Management Act (“FLPMA”) that the BLM must manage BLM lands “on the basis of multiple use and sustained yield.”¹ Yet this Proposed Rule seeks to define “conservation” as a “use” within FLPMA’s multiple use framework.² This reframing of the term “multiple use” would contravene FLPMA and violate Federal case law in *Public Land Council v. Babbitt*,³ where the 10th Circuit Court of Appeals found that the BLM lacks the statutory authority to prioritize conservation use to the exclusion of other uses. The Proposed Rule could push BLM lands into a protection-oriented management regime more akin to the National Park Service than an agency statutorily obligated to promote multiple use and sustained yield.

In short, the State of Utah opposes this Proposed Rule as presently drafted. We encourage local governments and concerned citizens across Utah to submit comment letters to the BLM explaining the flaws with the Proposed Rule. And we urge the BLM to scrap the Proposed Rule and start over, working closely with states and counties on rulemaking that will truly enhance conservation on BLM lands within the framework of multiple-use and sustained yield.

¹ 43 U.S.C. 1701(a)(7).

² 88 Fed. Reg. 19583.

³ *Public Lands Council v. Babbitt*, 167 F. 3d 1287 (10th Cir. 1999).

How to Comment

Comments on the Proposed Rule can be submitted until June 20, 2023.

The PDF of the Proposed Rule, as published in the Federal Register, can be found here:

<https://www.govinfo.gov/content/pkg/FR-2023-04-03/pdf/2023-06310.pdf>

While the PDF document is 22 pages in length, the actual Proposed Rule is found on the final 9 pages, from page 19,596 to 19,604.

Comments can be submitted via the internet here:

<https://www.federalregister.gov/documents/2023/04/03/2023-06310/conservation-and-landscape-health#open-comment>

They can also be emailed to: BLM_HQ_PRA_Comments@blm.gov or mailed to:

U.S. Department of the Interior
Director (630)
Bureau of Land Management
1849 C St. NW
Room 5646
Washington, DC 20240
Attention: 1004-AE92

National Environmental Policy Act

We anticipate the Proposed Rule would have a significant impact on the environment, thus warranting analysis through an environmental impact statement under the National Environmental Policy Act (“NEPA”). However, the BLM has declared that the Proposed Rule’s “environmental effects are too broad, speculative, or conjectural to lend themselves to meaningful analysis”⁴ and thus the Proposed Rule will be categorically excluded from NEPA analysis. Federal case law requires the BLM to “adequately explain its decision” “[w]hen an agency decides to proceed with an action in the absence of an EA or EIS”.⁵ BLM’s rationale for using a categorical exclusion does not adequately explain its position.

⁴ 88 Fed. Reg. 19583, at 19596.

⁵ *Sierra Club v. Bosworth*, 510 F.3d 1016, 1026 (9th Cir. 2007).

This decision to categorically exclude from NEPA the Proposed Rule with such far-reaching implications is a peculiar choice for the BLM when other major BLM rulemaking efforts are being analyzed under NEPA. For example, the BLM’s ongoing rulemaking for its revised grazing regulations includes a full environmental impact statement – with states and counties able to participate in the cooperating agency process and providing many different opportunities for input and cooperation. The environmental impact statement for the BLM grazing regulations will be subject to the Council on Environmental Quality NEPA requirement that an environmental impact statement include a discussion of “[p]ossible conflicts between the proposed action and the objectives of Federal, regional, State, Tribal, and local land use plans, policies and controls for the area concerned.”⁶ This requirement will give state and counties the opportunity to identify conflicts between the BLM’s proposed grazing rule and their respective state and county resource management plans. Unfortunately, no such opportunity will exist for the “Conservation and Landscape Health” Proposed Rule since the BLM is not preparing an environmental impact statement.

The ways in which the BLM’s Proposed Rule could impact the environment are many. One salient example is vegetation treatments, which the BLM currently uses to great effect to improve rangelands for both wildlife and livestock while reducing the risk of catastrophic wildfire. The Proposed Rule could, depending on implementation, seriously inhibit the BLM’s ability to conduct vegetation treatments on BLM land due the Proposed Rule’s focus on protecting “intact landscapes.” Thus the Proposed Rule could have a tremendously negative impact on native plant species, watersheds, and air quality if adopted. The potential for severe environmental consequences of the Proposed Rule clearly warrant analysis through an environmental impact statement. States and counties deserve the opportunity to have their voices heard through the cooperating agency process included in the development of an environmental impact statement.

Existing Conservation on BLM Lands

Of the 22.8 million acres of land the BLM owns in Utah (approximately 42% of our land area) approximately 10.1 million acres are already under a restrictive form of protection such as National Monuments, Wilderness Areas, Wilderness Study Areas, Areas of Critical Environmental Concern, etc. And that’s not to mention millions of acres of other protected public lands such as National Parks, Forest Service Wilderness Areas, and Forest Service Roadless Areas. Of the remaining 12.7 million acres of BLM land still open to multiple use, there is still a very high bar set before any kind of surface disturbing activities can be authorized, and many barriers to development in existing BLM resource management plans. In short, the Proposed Rule seems to

⁶ 40 C.F.R. Section 1502.16(a)(5)

be a solution in search of a problem when so much of Utah’s BLM land is already under very strict Federal protection.

The Proposed Rule seems to misinterpret the very notion of conservation. Conservation is not a hands-off “use” that excludes more active uses – conservation is an essential element of the regular activities, best management practices, and proper stewardship, that occur on BLM land every day. Conservation, by its plain meaning, encompasses the stabilization of eroding stream banks, predator control to protect threatened and endangered species, removal of pinyon and juniper trees to restore healthy sagebrush rangelands, reclamation work on former mining sites, adaptive grazing systems to better conserve native plants, improved fencing to protect riparian areas, controlled burns to reduce fuel loads, installation of wells and pipelines to provide water to native wildlife, enhancements to recreational infrastructure that reduce the impacts of visitation, and so much more. The way to enhance conservation on BLM lands is to promote the multiple-use of those lands and encourage the principles of conservation in all of those uses. A new BLM rule designed to exclude productive and sustainable uses on BLM land will only contravene the principles of conservation.

Specific Provisions

1610.7-2 – Areas of Critical Environmental Concern⁷

Areas of Critical Environmental Concern (“ACECs”) are special land designations created by Congress under FLPMA where the BLM determines that special management attention is needed to protect important historical, cultural, and scenic values. While the BLM must prepare and maintain inventoried lands that may qualify as ACECs, the designation of those ACECs can only occur when the BLM adopts or amends the relevant resource management plan (“RMP”). Congress specifically prohibited the BLM from changing management of lands that may qualify for ACEC designation until the official designation of the ACEC in a BLM RMP.⁸ FLPMA states that “[t]he preparation and maintenance of such inventory or the identification of such areas shall not, of itself, change or prevent change of the management or use of public lands.”⁹ Prior to ACEC designation, states, counties, and the public have various opportunities to weigh in on whether the potential ACECs should be designated or receive any change in management.

The BLM’s Proposed Rule would flip the principle on its head, in direct violation of FLPMA. The Proposed Rule states that if ACEC nominations are received outside of the land use

⁷ 88 Fed. Reg. 19596.

⁸ 43 U.S.C. 1711(a).

⁹ *Id.*

planning process, “**interim management may be** evaluated, considered, and **implemented** to protect relevant and important values until the BLM completes a planning process to determine whether to designate the area as an ACEC” (emphasis added).¹⁰ In short, the Proposed Rule would allow the BLM to start managing potential ACECs in their inventories as ACECs without going through the planning process and potentially without any input from states, local government, or the public. This “interim management” would constitute a clear violation of FLPMA if it resulted in a “change of the management or use of public lands” prior to formal designation.¹¹

Historically, ACEC designations have been used judiciously by the BLM in Utah, with full consideration given to concerns of the state and counties. Existing ACECs are spread throughout Utah and limited to relatively small areas (averaging roughly 13,000 acres). If the Proposed Rule is adopted, we anticipate a tremendous expansion of lands managed with ACEC-level protections after being nominated by members of the public and placed under “interim management” outside of the formal ACEC designations process.

6102.1—Protection of Intact Landscapes¹²

The Proposed Rule introduces a new concept to BLM land management – the protection of “Intact Landscapes.” Intact landscapes would be defined as:

“...an unfragmented ecosystem that is free of local conditions that could permanently or significantly disrupt, impair, or degrade the landscape’s structure or ecosystem resilience, and that is large enough to maintain native biological diversity, including viable populations of wide-ranging species. Intact landscapes have high conservation value, provide critical ecosystem functions, and support ecosystem resilience.”¹³

The Proposed Rule would then require the BLM to identify intact landscapes on public lands, and manage these lands to protect them “from activities that would permanently or significantly disrupt, impair, or degrade the structure or functionality of intact landscapes.”¹⁴ While the specific activities that would harm these intact landscapes are not identified in the Proposed Rule, we are concerned that different forms of multiple use such as pinyon-juniper removal projects, livestock grazing, renewable energy development, mining, oil and gas exploration, road improvements, dispersed camping, and many other activities could be deemed to “disrupt, impair,

¹⁰ 88 Fed. Reg. 19596.

¹¹ *Supra*, note 7.

¹² 88 Fed. Reg. 19599.

¹³ 88 Fed. Reg. 19598.

¹⁴ 88 Fed. Reg. 19599.

or degrade” in different situations. Management of intact landscapes under the Proposed Rule will likely threaten many of the activities currently occurring on BLM lands.

The concept of “intact landscapes” is vague enough that it could be applied across enormous swaths of Utah’s BLM land. Of the approximately 22.8 million acres of BLM land in Utah, most of these lands provide resilient ecosystems, including viable populations of wide-ranging species and biological diversity. Utah’s BLM lands cover vast, unbroken stretches of ground, contiguous with other parcels of public land. The majority of Utah’s BLM land could, arguably, provide high conservation value, critical ecosystem functions, and support ecosystem resilience. It is conceivable that almost all of Utah’s BLM land could qualify as “intact landscapes” under the BLM’s vague and overly broad definition. If the Proposed Rule is implemented, much of Utah’s remaining multiple-use land could be subject to new management restrictions for intact landscapes - a significant departure from FLPMA’s intent.

The good condition of much of Utah’s BLM’s land gives credit to the ranchers, hunters, recreationists, and others who use Utah’s lands responsibly and sustainably, often working to leave the landscape in better condition for future users. In some parts of Utah, mining, oil, and gas companies have invested significant sums to reclaim and restore lands to previous ecosystem functionality and biodiversity. Healthy populations of native wildlife on BLM land gives credit to state wildlife managers and their partners. And it also gives credit to the Federal, state, and local partners who have worked over the decades to improve watersheds and rangeland health through active management. The Proposed Rule’s proposed restrictions on “intact landscapes” could ultimately punish Utahns for being good stewards of the land. The types of active management most needed to restore or improve landscape health could be disallowed in the pursuit of the BLM’s new protections for “intact landscapes.”

6102.4—Conservation Leases¹⁵

Under the Proposed Rule, the BLM will be able to grant a “conservation lease” to an individual, environmental advocacy groups, business, non-governmental organization, or Tribal government.¹⁶ States and local governments appear to be excluded. Conservation leases will be issued to ensure “ecosystem resilience” and to protect, manage, and restore natural environments, cultural or historic resources, or ecological communities.¹⁷ There does not appear to be any size limitations on lands placed under a conservation lease, which can last for up to 10 years.¹⁸ Other than valid existing rights, the BLM will not authorize any other uses on the leased lands that are

¹⁵ 88 Fed. Reg. 19600.

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

inconsistent with the purpose of the conservation lease.¹⁹ Only “casual use” by the public of the leased lands will be allowed without specific BLM authorization.²⁰ Potential costs for conservation leases are not included in the Proposed Rule.

Allowing environmental organizations, businesses, or members of the public to lease public lands for the exclusion of other uses runs completely contrary to the principles of multiple-use and sustained yield. Public lands are intended to be just that – open to the public, not available for environmental organizations to rent for their own purposes. If the BLM “shall not authorize **any** other uses of the leased lands that are **inconsistent** with the authorized conservation use” (emphasis added)²¹, the State is very concerned that activities such as vegetation management, livestock grazing, hunting, dispersed camping, road improvements, or many other activities could be considered “inconsistent” and disallowed from leased lands. Allowance of conservation leases, without clear size limitations, could allow wilderness advocacy organizations to lease large swaths of BLM land and essentially impose *de facto* wilderness on public lands without congressional approval. States and counties are not only excluded from holding conservation leases, but do not appear to have any role in the BLM approval process for a conservation lease. Nor is there any indication that the BLM would need to analyze the potential impacts of a proposed lease under NEPA.

While there could be some value in a program for states or local governments to hold conservation leases on BLM lands (for example, it could be beneficial if the State’s Watershed Restoration Initiative held a conservation lease on a BLM site where it was conducting a vegetation project in order to meet the objectives of the project) the Proposed Rule does not appear to allow for any kind of state or local government involvement in conservation leasing.

The BLM’s mandate is to accommodate a variety of uses for the public’s benefit. This balance, though often difficult to achieve, works well across much of Utah’s BLM land, where activities such as motorized recreation, livestock grazing, hunting, mountain biking, often occur on the same parcel of land without conflict, and where energy or mineral development can occur with little if any impact on the surrounding landscape. The BLM should be finding ways to work with states, counties, and local partners to better achieve this balance rather than allowing outside organizations to dictate what occurs on public land.

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

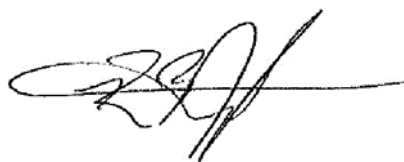
Subpart 6103—Tools for Achieving Ecosystem Resilience²²

The Proposed Rule requires the BLM to use standards and guidelines for land health in their land use plans.²³ While the Proposed Rule appears to allow some local flexibility for the development of specific standards, the Proposed Rule states that the BLM must manage “all lands and program areas to achieve land health.”²⁴ This provision could have negative ramifications for a number of uses, such as solar energy, wind farms, geothermal development, mines, oil and gas wells, or transmission lines. While healthy BLM lands are a goal that the State shares with the BLM, the BLM’s multiple-use mandate must allow for intensive surface disturbing activities in some locations, activities that will likely conflict with a mandate to achieve land health on “all lands.” Some uses of BLM land, such as transmission lines, renewable energy projects, and mining of critical minerals, are essential for America to transition to a low carbon, battery-powered future. Such uses may become extremely difficult, if not impossible, to site on BLM lands under an “all lands” approach to land health standards. The BLM must consider a more flexible approach to land health standards that allows for a broader array of uses with surface-disturbing impacts.

Conclusion

The continuation of multiple-use and sustained yield on BLM lands is essential to Utah’s future. Utah will struggle to grow and thrive without the flexibility and balance Congress requires in BLM land management. We urge you and your communities to contact the BLM and request that the Proposed Rule be set aside in favor of a new, collaborative process with state and counties coming to the table. Please feel free to contact our office at (801) 537-9801 or publiclands@utah.gov if you have questions about the impacts of the Proposed Rule or how to effectively comment.

Best Regards,



Redge B. Johnson
Director

²² 88 Fed. Reg. 19603.

²³ *Id.*

²⁴ *Id.*



COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the Letter Request to the BLM for Consulting Party Status, Section 106 Review, Revised March and December 2018 Oil and Gas Lease Sales. Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Approval of the letter requesting consulting party status.

SUMMARY

BLM is conducting a new National Historic Preservation Act Section 106 review process for 32 leases previously issued from the March and December 2018 competitive oil and gas lease sales in the Monticello Field Office. These leases have already been issued; however, subsequent litigation resulted in BLM Utah's commitment to complete additional analysis related to these leases as part of the resolving settlement. These leases are located in the East Canyon area and an area southeast of Blanding to the state line (see maps in the attached letter). Consulting party status allows the County to have input about how project effects on historic properties should be handled.

BLM has inquired whether the County wishes to continue as a consulting party in this new Section 106 process. I recommend that the County continue participation as a consulting party.

HISTORY/PAST ACTION

The county was a consulting party in the original Section 106 process.

FISCAL IMPACT

None.



SAN JUAN COUNTY COMMISSION

Item 6.

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

June 6, 2023

Christina Price, Deputy State Director
Division of Lands and Minerals
Bureau of Land Management
440 West 200 South, Suite 500
Salt Lake City, Utah 84101-1345

Re: New March and December 2018 Oil and Gas Lease Sales Consulting Party Process

Dear Ms. Price:

San Juan County continues to support energy development, including oil and gas leasing, because of its beneficial effects to the county. Oil and gas exploration and development have been important components in the economy, culture and lifestyle of the county for decades creating a significant tax base, supporting local businesses and providing good-paying jobs.

San Juan County is known for its abundance of cultural and historic sites which contribute to the cultural fabric and lifestyle of the county. Such sites are an important part of the recreation and tourism that are also important contributors to the county's economy, culture and lifestyle. It is county policy to protect and promote these sites.

It is in the county's interest to promote a diversified economy including oil and gas development, recreation and tourism as well as other uses of the public lands. We believe that oil and gas operations can be conducted on the lease parcels in a manner consistent with multiple use management using accepted as well as innovative methods to avoid, minimize or mitigate any impacts to historic properties as well as other uses and values of these lands.

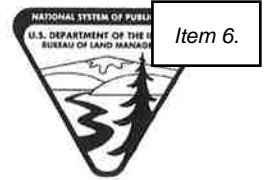
Because of these stated interests and concerns, San Juan County wishes to continue as a consulting party in the new consulting party process for the March and December 2018 Oil and Gas Lease Sales. The County's contact for this process will be Nick Sandberg, Public Lands Coordinator (nsandberg@sanjuancounty.org).

Sincerely,

Bruce Adams
Chairman



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Utah State Office
440 West 200 South, Suite 500
Salt Lake City, UT 84101-1345

May 18, 2023

In Reply Refer To:
3100 (UT-920)

Bruce Adams
San Juan County
117 South Main
Monticello, UT 84535

Dear Bruce Adams:

The Bureau of Land Management (BLM) Utah is conducting a new National Historic Preservation Act (NHPA) 54 U.S.C. § 306108 (commonly and hereafter referred to as Section 106) review process for 32 leases previously issued from the March and December 2018 competitive oil and gas lease sales in the Monticello Field Office. These leases have already been issued; however, subsequent litigation resulted in BLM Utah's commitment to complete additional analysis related to these leases as part of the resolving settlement.

Your organization previously participated as a consulting party during the Section 106 process for the March and December 2018 competitive oil and gas lease sales in the Monticello Field Office. In compliance with the settlement, which stipulates that "all parties who were previously granted consulting party status for these lease sales under 36 C.F.R. 800.2(c)(5) shall remain consulting parties for this new Section 106 process if they so request," BLM Utah would like to determine whether you have a continued interest in participating as a consulting party, pursuant to 36 C.F.R. 800.2(c), for this new Section 106 review covering the same sales.

Background

In accordance with the Mineral Leasing Act, 30 U.C.A. §§ 181-287, on May 17, 2018, the BLM issued a Decision Record (DR), supported by an Environmental Assessment (EA) and Finding of No Significant Impact (FONSI), offering 29 parcels for lease in San Juan County, Utah, on lands managed by the BLM's Monticello Field Office (March 2018 lease sale). And, on February 8, 2019, the BLM issued another DR, supported by a Determination of NEPA Adequacy, offering 19 parcels for lease in San Juan County, Utah (December 2018 lease sale).

Following the issuance of 32 leases from the two lease sales, Friends of Cedar Mesa (now Bears Ears Partnership) challenged BLM's leasing decision. *See Friends of Cedar Mesa v. U.S. Dep't of the Interior*, Case No. 1:21-cv-0097-RC1. In their complaint, Friends of Cedar Mesa alleged violations of the National Environmental Policy Act (NEPA), the NHPA, and the Endangered Species Act. The parties negotiated a settlement resolving the lawsuit in which the BLM agreed,

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

among other things, to conduct an additional NEPA analysis and a new NHPA Section 106 review for the challenged leases.

Three of the 32 challenged leases have since terminated. Therefore, only 29 leases from the March and December 2018 lease sales will be analyzed in the new NEPA and the Section 106 analyses. Upon the completion of the analyses, BLM will issue a new decision for each of the leases, which may affirm, cancel, or modify the lease.

The 29 leases encompass 46,919.91 acres managed by the Monticello Field Office. For your review, please find attached overview maps showing the lease locations. The following table provides the lease numbers and corresponding acreages:

Lease Number	Acres
UTU93016	640.00
UTU93017	1,663.20
UTU93018	2,544.68
UTU93019	1,883.76
UTU93020	1,920.00
UTU93021	1,080.00
UTU93022	1,280.00
UTU93024	1,600.00
UTU93025	2,304.58
UTU93026	1,320.00
UTU93027	645.52
UTU93028	1,280.00
UTU93029	1,092.84
UTU93030	1,200.00
UTU93032	1,904.96
UTU93033	1,280.00
UTU93034	640.00
UTU93035	965.04
UTU93036	1,960.00
UTU93728	2,400.00
UTU93730	2,550.45
UTU93731	2,240.00
UTU93733	400.00
UTU93742	1,263.68
UTU93743	2,520.08
UTU93744	2,545.68
UTU93746	1,875.44
UTU93747	2,240.00
UTU93850	1,680.00

Please be aware that although these 29 leases have been issued, the issuance of a lease does not authorize any surface disturbing activities including development of specific wells or facilities. Future undertakings associated with the development on any of the leases will be analyzed through separate site-specific NEPA actions and corresponding NHPA Section 106 processes. The BLM will not approve any ground disturbing activities until it completes its commitments under NEPA, NHPA, and other applicable authorities for that future undertaking.

All 29 leases were issued with attached resource protection measures (lease stipulations), which carry legal requirements. The lessee must comply with all lease stipulations. The *Cultural Resources Protection Stipulation* attached to each of the 29 leases states:

The BLM will not approve any ground disturbing activities that may affect any such [historic] properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. The BLM may require modification to exploration or development proposals to protect such [historic] properties, or disapprove, any activity that is likely to result in adverse effects that cannot be successfully avoided, minimized or mitigated. (BLM Handbook-3120-1, Competitive Leases (P)).

Additionally, all of the lands subject to leases UTU93025 and UTU93026, and portions of the lands subject to leases UTU93016, -93018, -93020, -93021, - 93024, -93027, -93030, -93730, -93731, and -93733, lie within the Alkali Ridge Area of Critical Environmental Concern (ACEC) and are subject to an additional lease stipulation related to cultural resources (UT-S-17: Controlled Surface use – Alkali Ridge ACEC). This stipulation provides:

Cultural properties eligible for or listed on the National Register of Historic Places shall be surrounded by an avoidance area sufficient to avoid direct and indirect impacts. When siting oil and gas facilities, avoidance may require that a facility be moved farther than allowed under the standard lease terms and conditions.

Exceptions: An exception could be granted if the BLM authorized officer determines that avoidance of direct and indirect impacts to historic properties is not feasible (e.g. avoidance may cause unacceptable damage to other public land resources or affect valid existing rights).

Modification: None

Waiver: None

In compliance with Appendix E of the *State Protocol Agreement Between the Bureau of Land Management and the Utah State Historic Preservation Office* (State Protocol), the BLM is currently working on a literature review that meets the NHPA's reasonable and good faith identification standard. In the resulting report, the BLM will take into account the parcel size, location, the reasonably foreseeable oil and gas development scenario, current and past oil and gas leasing and development data for the area, landscape data, cultural resource data, and information gathered through consultation with Tribes and consulting parties. For each lease, the BLM will analyze and determine if reasonably foreseeable development could occur without adverse effects to historic properties.

To request consulting party status, please respond to this letter in writing by June 23, 2023. In that response, please request consulting party status, outline your organization's specific concerns regarding effects to historic properties within the Area of Potential Effect (each lease plus 0.5 mile around it), identify a point of contact for your organization, and provide any initial information that you would like the BLM to consider and incorporate into the draft cultural resources report. If you miss this response date, you may request consulting party status later in the process; however, the project will have advanced without your input and your initial information may not be incorporated into the draft cultural resources report. The BLM intends to provide consulting parties with a draft cultural resource report to review and comment on in August 2023.

The Section 106 process for this undertaking is being completed concurrently with the NEPA process. The BLM's finding of effect resulting from the Section 106 process will be used to inform the cultural resource analysis for the NEPA process.

Should you have any questions or require additional information about this undertaking, please contact Leasing Archaeologist, Tylia Varilek, by email at tvarilek@blm.gov or by phone at (801) 539-4005. By working together, we can ensure the BLM's land management activities consider and protect places of importance for the present and the future. Thank you.

Sincerely,

CHRISTINA
PRICE

Digitally signed by
CHRISTINA PRICE
Date: 2023.05.18
11:57:59 -06'00'

Christina Price
Deputy State Director
Division of Lands and Minerals

Enclosures

BLM Utah - March and December 2018 Oil and Gas Lease Sales

Leases - Monticello Field Office (San Juan County)

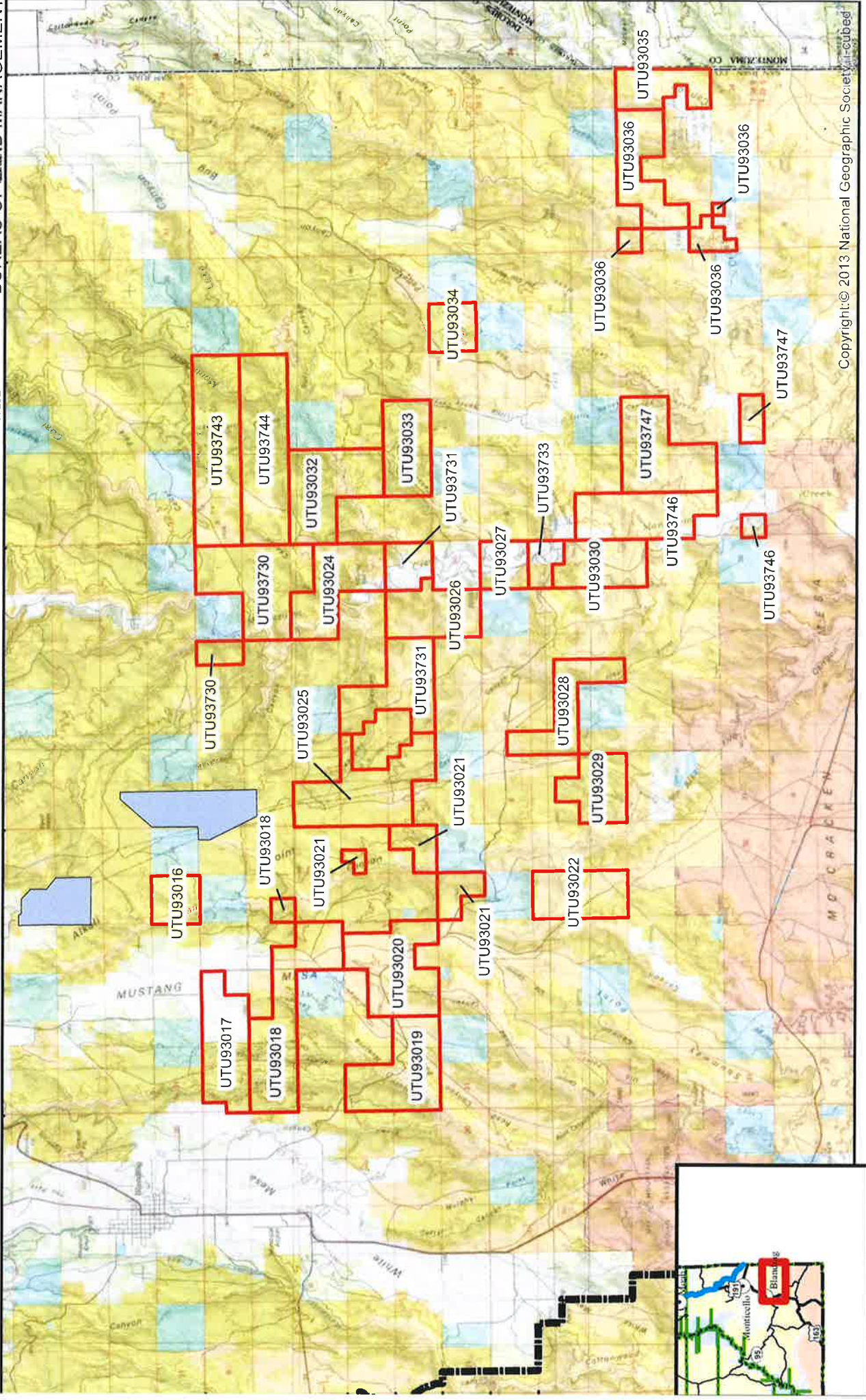
R 22E

R 23E

R 24E

R 25E

BUREAU OF LAND MANAGEMENT



Legend

Lease

Alkali Ridge National Historic Landmark

National Monument Boundary

Land Status

Bureau of Land Management (BLM)

National Park Service (NPS)

US Forest Service (USFS)

State

Private

0

1.25

2.5

Miles



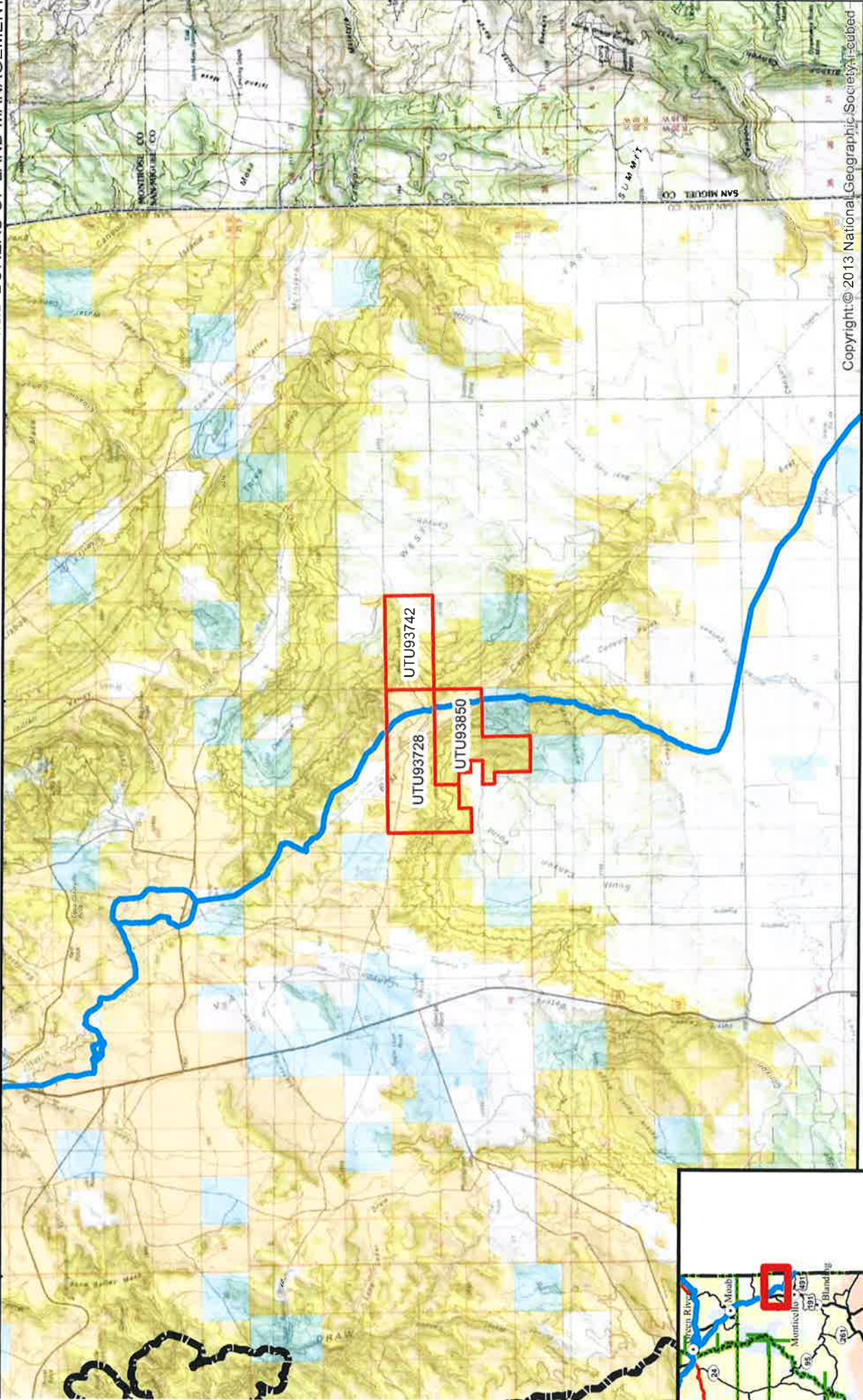
Item 6.

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BLM Utah - March and December 2018 Oil and Gas Lease Sales

Leases - Monticello Field Office (San Juan County)

R 22E R 23E R 24E R 25E R 26E BUREAU OF LAND MANAGEMENT



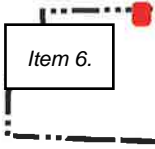
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Legend

- Lease
- National Monument Boundary
- Congressionally Designated Old Spanish National Historic Trail

Land Status

- Bureau of Land Management (BLM)
- US Forest Service (USFS)
- National Park Service (NPS)
- State
- Private



Item 6.



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

Local Business License Authority, San Juan County, hereby grants its consent to the issuance of an off-premise beer license to:

Business Name: Underdog Animal Rescue and Rehab

Entity Name (or owner's name if sole proprietor): Katy Gullette

Location Address: Ken's Lake, Moab, Utah 84532

Business

San Juan County

Development & Fundraising Director

Title

Anna Ritchie

Signature

May 31, 2023

Date

Title

Signature

Date

Underdog DABS Temporary Beer Permit Application Answers

Permit #1 for 2023

1. Applicant Name: Underdog Animal Rescue & Rehab
2. Applicant Phone: 435 260 1434
3. Applicant Email: fundraising@underdogrescuemoab.org
4. Does this organization have a current DABS license? No.
5. Contact Name: Anna Ritchie
6. Contact Phone: 435 260 1434
7. Contact Email: fundraising@underdogrescuemoab.org
8. Applicant Address: 4561 Sunny Acres Lane, Moab, Utah 84532-9711
9. Mailing Address: Same as organization address.
10. Event Name: The Dog Paddle
11. Event Venue: Ken's Lake, Moab, Utah
12. Dates of Event: 7/8/23-7/8/23
13. Alcoholic Service Hours: 11:00 AM to 3:00 PM
14. Purpose of Event: Fundraising
15. Event Activities (describe in detail): At the event, there will be free paddle boarding, an enclosed beer garden, a puppy & adult dog adoption event, a book signing with local author Brianna Madia, yoga, a large raffle, and we will be grilling hot dogs and hamburgers to serve to our guests. We will also have a live DJ.
16. Who benefits financially from this event (explain in detail): The sole financial beneficiary of this event is Underdog Animal Rescue & Rehab.
17. Admission Charge: \$30
18. Alcohol Included with Admission Charge? Yes.
If yes, what is the number of included beverages? 4.
19. Is there a cash bar? Yes.
20. Please list beer types, sizes, and prices: Dead Horse Amber Ale, 5%, 16 oz., \$5 per can. Porcupine Pilsner, 5%, 16 oz., \$5 per can. JC Johnny IPA, 5%, 16 oz., \$5 per can.
21. Methods to be used for advertising: Print/Newspaper/Social Media/Flyers
Copy of event advertising is attached to email.
22. List any public schools, churches, public libraries, public playgrounds, and parks located within 600 feet of the event venue: N/A. There are none of these within 600 feet of the venue.
23. Check any that apply for the event: Food available, full meals, minors allowed.

24. Maximum attendance per day at the event: 300

Maximum allowed in consumption area: 50

25. Type of event: Fundraiser

Please select all that apply:

- Event attendance? Under 1000
- Indoor or outdoor? Outdoor
- Minors admitted? Yes
- Open to the public? Yes

All control measures are checked, agreed to, and planned for.

- Estimated number of people in consumption area: 50
- Estimated number of security intended: 4
- Type of security (hired security, police officers, etc.): Staff Members and Volunteers

Control Measures 7-11 are all checked, agreed to, and planned for.

7. Types of containers for alcoholic beverages: Cans

Types of containers for other beverages: Paper/plastic cups, single-use water bottles, and reusable water bottles.

11. Regardless of being accompanied by a guardian, minors shall not be allowed in the consumption area. In addition to this, each patron may only consume (4) beers throughout the duration of the event. Drink numbers will be tracked by marked wristbands for each drink purchased.

26. Do you wish to request a waiver of any required control measure? No.

27. Floor plan and all details are attached. All requirements for floor plan are met.


All areas are initialed and signed accordingly and as required.


The Dog Paddle


Item 7.

Fundraising Event
1 Entrance
1 Exit

Paddle Boards &
Water Sports

 = Food Sales
Table

 = Table

 = Underdog Staff
Security

LAKE

PHOTOT
BOOTH



Gravel
Wall

PUPPY ADOPTION
TABLE

BOOK SIGNING
TABLE

BEER
GARDEN
(ENCLOSED
TENT)

FOOD SALES

ALL ALCOHOL WILL BE
SOLD AND CONSUMED
INSIDE OF ENCLOSED
TENT BEER GARDEN.
TABLES & CHAIRS WILL
BE PROVIDED.
CAPACITY: 50

ID CHECKING
STATION

6' Metal
Fencing

MERCH
TABLE

RAFFLE
TABLE

Admission
& Exit

5/11/2023

QUOTATION:



LyCox Enterprises, Inc
6508 South Frontage Rd.
Billings, MT 59101

QUOTE #: 51123WR75QAA

Phone: 406-294-1936
Fax: 406-294-1935
www.walknrollpackers.com

TO: Wheeler Machinery San Juan Co
Attn: Marco Defa
5300 W Wheeler Way
Hurricane, UT
435-229-6074
Mdefa@wheelercat.com

Estimated Shipping Date	Shipped Via	F.O.B.	Terms
10-12 Wks after order placed	Truck	Havre MT	30 Days net
Quantity	Description	Price	Total
1	WR75-3 Walk'n'Roll Compactor	\$22,190.00	\$ 22,190.00
1	Quick-Attach for Cat ripper	\$1,100.00	\$1,100.00
1	Articulator-Manual Lock	\$ 5,990.00	\$5,990.00
1	Freight From Havre, MT to Monticello, UT		\$1,600.00
PROUDLY	Optional:		
MADE IN	Accumulator - \$1850.00 (For hilly conditions)		
USA	Integrated Pickup towing hitch-\$950.00	TOTAL:	\$ 30,880.00

We are pleased to submit the above quotation for your consideration.

Should you place an order please be assured that it will receive our prompt attention and follow thru. The quotation is valid until 7/11/2023
Dale Dalbey

COMPANY: _____ DATE: _____

BY: _____ TITLE: _____

Sign and return the acceptance form when ordering

The WALK 'N' ROLL packer/roller is "BUILT WITH PRIDE IN THE USA"



COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

ITEM TITLE, PRESENTER: Consideration and Approval to Purchase Walk'n'Roll Compactors, TJ Adair, Road Superintendent

RECOMMENDATION: Approval

SUMMARY

San Juan County Road Department would like to purchase two Walk'n'Roll Compactors for two lease motor graders that do not currently have a compactor. This compactor attaches to the motor grader and is helpful in compacting material as the road is graded.

HISTORY/PAST ACTION

San Juan County Road Department has purchased these compactors for other motor graders and they have proven to be more efficient in the maintenance of roads.

FISCAL IMPACT

\$30,880.00 each for a total of \$61,760.00. This is in the approved 2023 budget. Wheeler Caterpillar is a State Approved Vendor.



SAN JUAN COUNTY COMMISSION

Item 9.

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

June 6, 2023

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

RE: San Juan County, Utah's Canyon Country Co-Op Grant 2023 Application

This letter signifies support for the Co-op grant funding application submitted to promote San Juan County-Utah's Canyon Country. San Juan County will match the award amount for the upcoming year.

As the San Juan County Board of Commissioners, we support these efforts and commit to the matching funds approved. The funding is focused on the following area:

Retaining the same Forever Mighty Content "Love Mother Nature" supporting Sustainability and Visitor Education for 2024.

Creation of Additional Trail Content for biking, hiking, and UTV on the website and in printed materials to be distributed.

We are improving the Website Content for crucial pages such as the San Juan River, developing an Accessibility page, Key Words to encourage more visitation to the website, resulting in visitors coming to San Juan County and staying longer.

Sincerely,

Bruce Adams, Commission Chair

San Juan County, Utah

San Juan County Economic Development and Visitor Services													
Campaign:2024													
PRODUCT / MEDIA	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	ANNUAL
Digital	\$ 5,375.00	\$26,375.00	\$34,875.00	\$12,875.00	\$13,125.00	\$20,375.00	\$11,125.00	\$ 25,125.00	\$22,875.00	\$12,725.00	\$ 8,875.00	\$ 6,375.00	\$ 200,100.00
Facebook/Instagram Prospecting Out of state			\$1,500.00	\$1,500.00	\$1,750.00	\$2,000.00	\$1,750.00	\$1,750.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$ 14,750.00
Marketing Automation IN-STATE	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$ 10,500.00
Facebook/Instagram Prospecting In State	\$1,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$2,850.00	\$2,000.00	\$1,000.00	\$ 31,850.00
Marketing Automation	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$ 12,000.00
SEO	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$ 18,000.00
App+Proximity Marketing Maintenance				\$3,000.00	\$3,000.00	\$3,000.00			\$3,000.00	\$3,000.00			\$ 15,000.00
Geo-Targeting - Denver and Moab				\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$ 10,000.00
Paid Search			\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$ 10,000.00
Social/Display Retargeting	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$ 12,000.00
Utah.com / Audience Extension, Click bank, Premium Promo Homepage,		\$10,000.00						\$5,000.00					\$ 15,000.00
GoTravel Sites- increased content for trails, Native American Heritage		\$10,000.00				\$6,000.00		\$10,000.00	\$10,000.00				\$ 30,000.00
International Campaign-Germany													\$ 6,000.00
Website updates, Trail pages, and upgrades			\$25,000.00										\$ 25,000.00
Print	\$9,000.00	\$0.00	\$200.00	\$54,800.00	\$200.00	\$7,200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$3,200.00	\$0.00	\$75,400.00
Hudson Printing				\$20,000.00									\$20,000.00
Hudson Printing				\$3,800.00							\$3,000.00		\$6,800.00
BrandUSA						\$7,000.00							\$7,000.00
The Happenings			\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00		\$1,800.00
2024 International Guide Ad Phoenix Int.	\$9,000.00												\$9,000.00
Guest Guide Ad													\$4,000.00
Guest Guide				\$16,000.00									\$16,000.00
Community Guide Book													\$16,000.00
Community Rip Maps (Blanding, Bluff, Monticello)				\$10,800.00									\$10,800.00
TV													\$25,500.00
OTT + Display (one market)			\$4,500.00	\$4,500.00	\$4,500.00			\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00		\$25,500.00
Radio	\$0.00	\$8,000.00	\$9,000.00	\$10,000.00	\$9,000.00	\$0.00	\$0.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
Radio SLC and Denver with personality visits		\$8,000.00	\$8,000.00	\$10,000.00	\$8,000.00			\$8,000.00	\$8,000.00				\$50,000.00
PR	\$2,500.00	\$0.00	\$1,875.00	\$625.00	\$1,875.00	\$0.00	\$2,500.00	\$0.00	\$1,875.00	\$625.00	\$1,875.00	\$2,500.00	\$16,250.00
Monthly Newsletter/ General PR	\$1,875.00	\$0.00	\$1,875.00	\$625.00	\$1,875.00	\$0.00	\$2,500.00	\$0.00	\$1,875.00	\$625.00	\$1,875.00	\$1,875.00	\$13,125.00
Content Writing	\$625.00			\$625.00			\$625.00			\$625.00		\$625.00	\$3,125.00
Other	\$7,650.00	\$5,550.00	\$11,200.00	\$31,200.00	\$13,200.00	\$3,200.00	\$3,600.00	\$3,200.00	\$31,200.00	\$18,200.00	\$2,200.00	\$2,200.00	\$132,600.00
Campaign Design	\$1,750.00	\$1,750.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$15,500.00
Admin Services	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,600.00
Voice Over	\$300.00												\$300.00
Storyboard	\$1,000.00												\$1,000.00
2 Minute Video Script	\$800.00												\$800.00
Podcasts		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00			\$8,000.00
Photography				\$10,000.00					\$10,000.00				\$20,000.00
NHA		\$1,500.00											\$1,500.00
Murdock	\$1,000.00												\$1,000.00
Sportsman Show	\$1,500.00												\$1,500.00
Sandy Convention Center													\$0.00
IPW			\$8,000.00										\$8,000.00
Vanessa - design See and Do							\$400.00						\$400.00
Drive				\$10,000.00									\$10,000.00
Video 15 and 30 second of San Juan County Communities				\$18,000.00					\$18,000.00	\$16,000.00			\$52,000.00
GRAND TOTAL	\$41,175.00	\$51,975.00	\$73,925.00	\$182,625.00	\$54,175.00	\$41,175.00	\$23,325.00	\$47,925.00	\$81,425.00	\$38,775.00	\$27,425.00	\$15,775.00	\$499,850.00
								\$464,850.00					\$249,925.00
													\$249,925.00
													\$499,850.00



COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

ITEM TITLE, PRESENTER: 2023-2024 Annual Participation Agreement between Visa U.S.A. and San Juan County by Elaine Gizler, Economic Development and Visitor Services Director.

RECOMMENDATION:

SUMMARY: Annual Participation Agreement between Visa U.S.A. Inc. and San Juan County Economic Development & Visitor Services for U.S. Domestic and International Reporting of Visa Spending from July 2023 through July 2024. The Utah Office of Tourism will pay 50% of the program's cost. Total program \$8000, UOT share \$4000, and SJC ED share \$4000. This information provides detailed spending by city, state, country, lodging, food, gas, etc. This statistical information includes information necessary to improve our marketing in areas that are identified as visitation growth areas.

HISTORY/PAST ACTION. Participation for the last two years.

FISCAL IMPACT: \$4000 from the Economic Development and Visitor Services Budget

Visa Destination Insights Secondary Subscriber Participation Agreement

THIS PARTICIPATION AGREEMENT ("Agreement") is by and between Visa U.S.A. Inc., a Delaware corporation ("Visa"), having an office and its principal place of business at 900 Metro Center Boulevard, Foster City, California, 94404, (phone: 650-432-3200); and San Juan County Economic Development & Visitor Services, a destination marketing organization ("Secondary Subscriber"), having an office and its principal place of business at 117 South Main Street, Monticello, UT 84535 (phone: (435) 587-3235). Secondary Subscriber and Visa may be referred to in this Agreement individually as a "Party" and together as the "Parties".

WITNESSETH:

WHEREAS, Visa offers the Visa Destination Insights reporting service, which compiles aggregated and depersonalized Visa cardholder transaction data for selected market segments of international and domestic travelers within the United States to help generate state and regional reports (the "Service"), and which is made available to clients pursuant to its Certificate of Incorporation, By-Laws, Visa Core Rules and Visa Product and Service Rules, Visa Supplemental Requirements, this Agreement, any Visa Destination Insights documentation, and/or any other rule documents that may apply in the territories where the Service is or will be used by Secondary Subscriber, each of which may be modified from time to time; and

WHEREAS, Secondary Subscriber desires to subscribe to the Service for its own (and any Permitted Party's, as the case may be) use to review and analyze aggregated and depersonalized Visa cardholder transaction data for international or domestic travelers within the United States, including cardholder count, transaction count, aggregate United States dollar transaction amount and average ticket count.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, it is agreed:

1. DESCRIPTION AND USE.

a. Secondary Subscriber represents and warrants that it is a destination marketing organization within the state of Utah and therefore eligible for special pricing through participation in a Utah Office of Tourism program.

b. Subject to the terms of this Agreement, Visa hereby grants to Secondary Subscriber, for the Initial Term and any Renewal Term (as the case may be), a paid, non-exclusive, non-transferable, non-sublicensable, revocable, limited term license to access and use the Service in the United States, including reports containing certain data related to Reporting Areas ("VDI Reports") as described in Exhibit A attached hereto, for Secondary Subscriber's own internal use to develop marketing strategies and plans with respect to its travel and tourism activities. Secondary Subscriber agrees that its access to and use of the Service and data of or made available through the Service (including VDI Reports) ("Service Data") must be in compliance with applicable laws.

c. Secondary Subscriber acknowledges and agrees that:

(i) All access to the Service is accomplished through Visa Online ("VOL"). Secondary Subscriber's access and continued access to the Service is subject to Secondary Subscriber's continued access to VOL and compliance with the terms governing the access to and use of VOL. Such compliance includes Secondary Subscriber's ensuring that its authorized personnel do not permit or allow unauthorized persons to have access to or use of their VOL user identifications or passwords. Secondary Subscriber must notify Visa immediately of any unauthorized use of any user identification or password, or any other actual or

potential security breach relating to Secondary Subscriber's VOL or Service account(s). Secondary Subscriber acknowledges and agrees that it is entirely responsible for all activities that occur through the use of its VOL password or user identification;

(ii) Secondary Subscriber shall cause its Permitted Party (defined below) to agree to terms as restrictive on the use of the Service and Service Data as those terms contained in this Agreement. Secondary Subscriber shall use all commercially reasonable efforts to ensure Permitted Party's compliance with the terms and restrictions of this Agreement. Further, Secondary Subscriber shall be solely responsible for its vendor's and Permitted Party's access to, use of and reliance on the Service, VDI Reports and Service Data and such vendor's and Permitted Party's failures to comply with the obligations set forth in this Agreement. Any act or omission by a vendor and/or Permitted Party, which act or omission would have constituted a breach of this Agreement had it been an act or omission by Secondary Subscriber, shall constitute a breach of this Agreement;

(iii) Prior to engaging any third party vendor to assist Secondary Subscriber with data aggregation or data analysis, Secondary Subscriber must obtain a written agreement with such vendor containing provisions that, (A) prohibit such vendor from engaging in activities or processes that enable or could enable the results of such aggregation, analysis or other vendor service to be accessed in any manner that would reveal or otherwise identify the Service or VDI Reports; (B) prohibit such vendor from retaining, transferring or otherwise disclosing the Service Data to another third party, and (C) require such vendor to destroy or return to Secondary Subscriber all Service Data upon completion of any specific task performed for or on behalf of Secondary Subscriber by such vendor;

(iv) The Service does not link individual cardholders, households or account numbers to any individual transaction or group of transactions;

(v) Secondary Subscriber shall not itself, and shall not permit, facilitate, authorize or enable any unauthorized person, entity or third party to: (A) disaggregate or attempt to disaggregate Service Data, including in an attempt to determine the performance or behaviors of any individual cardholder or specific Secondary Subscriber competitor; (B) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (C) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious materials, including material harms to children or violative of third party privacy rights; (D) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (E) interfere with or disrupt the integrity or performance of the Service or Service Data, or unreasonably burden the infrastructure utilized by Visa or its suppliers to deliver the Service; (F) gain or attempt to gain unauthorized access to the Service or its related systems or networks; (G) offer the Service as a service bureau or as any other hosted service to any third party; or (H) use the Service or Service Data for anything other than as expressly permitted under this Agreement;

(vi) Secondary Subscriber further shall not itself, and shall not permit, facilitate, authorize or enable any unauthorized person, entity or third party to: (A) reverse engineer, decompile, disassemble or otherwise attempt to obtain any underlying ideas, algorithms, structure or organization of the Service or any component thereof, including, but not limited to, data that is masked, hashed, or otherwise protected, for any reason; (B) make copies of any aspect of the Service, in whole or in part, except as necessary for Secondary Subscriber to exercise its rights under this Agreement; (C) modify or make derivative works

of the Service; (D) alter or remove any copyright, trademark, trade name, patent or other proprietary rights notice, legend, symbol or the like appearing on or in the Service or Service Data; or (E) distribute, disclose, commercialize, sell, offer to sell, license, import, transfer, lease or loan all or any portion of the Service or Service Data. For the avoidance of doubt, this Subsection (vi) does not impose any restrictions on Secondary Subscriber from utilizing its own Secondary Subscriber data or information that is owned by or independently developed by Secondary Subscriber without any use of the Service or Service Data disclosed under this Agreement;

(vii) Secondary Subscriber shall use commercially reasonable efforts to stop immediately any conduct prohibited by subsections (v) or (vi) above that becomes known or suspected by Secondary Subscriber;

(viii) Unless permitted in writing by Visa or the terms of this Agreement, Secondary Subscriber (A) shall not disclose Service Data to any third party, including Secondary Subscriber's partners, vendors or other payment card systems, even if Service Data is aggregated or combined with other source data for analytical purposes, and (B) shall retain and use any Service Data accessed via the Service for its own use in its possession at all times; provided, however, that Secondary Subscriber may use its own statistical conclusions drawn from VDI Reports in Secondary Subscriber's advertising, press releases or other marketing efforts so long as the following conditions are satisfied:

(A) Each Secondary Subscriber conclusion or claim ("Claim") drawn from VDI Reports is true, correct and not misleading;

(B) Each Claim specifically identifies Visa as a source of the data on which the Claim(s) is based with the following attribution footnote (with verbiage in brackets completed as appropriate): "[Secondary Subscriber's] estimate is based on and extrapolated from aggregate card usage data provided by Visa Destination Insights for the period of [insert applicable time period] and incorporates data from other independent research sources.";

(C) The Service Data are not specifically referenced in such advertising, press releases or other marketing efforts, except as permitted hereunder or required by applicable law for Claims substantiation; and

(D) Secondary Subscriber presents its Claims and modified VDI Reports for distribution to third parties in accordance with the approved Visa Destination Insights Disclosure Guidelines, attached here as Exhibit D;

(ix) Secondary Subscriber may designate up to three of its personnel to have access to the Service. Secondary Subscriber will designate one or more "Access Stewards" to manage the access of Secondary Subscriber's personnel to the Service in accordance with the terms of this Agreement. Secondary Subscriber will so designate by completing the Access Steward Designation Form attached hereto as Exhibit C. All requests to add, delete or modify the access rights to the Service shall originate from an Access Steward. The Access Steward(s) shall within 24 hours inform Visa of any need to delete or modify access to the Service;

(x) Visa reserves the right at its sole discretion to change the content, format, medium, functionality, access requirements and/or form of delivery of the Service at any time. Visa will make a reasonable effort to notify Secondary Subscriber in writing of any anticipated

change to the Service that may reasonably have a material adverse effect on the Service, but shall be obligated to provide only such notice as is practicable under the circumstances.

d. Notwithstanding the foregoing, subject to the terms of this Agreement:

(i) Secondary Subscriber may:

(A) Distribute and/or make available VDI Reports only to the State Office of Tourism (or such Office's Agency of Record, as the case may be, such Agency of Record being an entity that is performing certain review and analyses, as described in the second Whereas clause above, for such Office) encompassing Secondary Subscriber's jurisdiction, here, the Utah Office of Tourism; and/or

(B) Extend up to two (2) of Secondary Subscriber's limited licenses to Secondary Subscriber's Agency of Record (such Agency of Record being an entity that is performing certain review and analyses, as described in the second Whereas clause above, for Secondary Subscriber) for access to the Service and Service Data (each entity in (A) or (B) being a "Permitted Party");

(ii) Provided, however, that prior to distributing or making available such VDI Reports or extending such limited license, either:

(A) Permitted Party (A) has validly executed a Lead Subscriber Participation Agreement or Agency of Record Participation Agreement for the Service (and is therein considered a "Lead Subscriber") with Visa that is in effect and contains terms permitting such access to VDI Reports by Permitted Party, and (B) represents and warrants in writing the same to Secondary Subscriber; or

(B) Secondary Subscriber causes Permitted Party to agree to written terms that:

(1) Where Permitted Party is Secondary Subscriber's Agency of Record, to confirm, represent and warrant that it is performing certain review and analyses, as described in the second Whereas clause above, for Secondary Subscriber;

(2) Require any Permitted Party to confirm, represent and warrant that it will only use the Service and Service Data for its internal marketing strategies and plans with respect to such Permitted Party's travel and tourism activities;

(3) Disclaim (whether by naming Visa explicitly, or via a general reference as Secondary Subscriber's solution provider or licensor) Visa from any liability to Permitted Party for any damages or other liability (direct or indirect) arising from or in connection with Permitted Party's access to, use of or reliance on VDI Reports, the Service or Service Data;

(4) Require Permitted Party to indemnify, hold harmless, and defend Visa and its Affiliates from and against all losses, damages, liability, costs and expenses (including reasonable fees and expenses of legal and other advisers, court costs and other dispute resolution costs), governmental and regulatory penalties ("Losses") resulting from any third party claim, suit, action, or proceeding ("Third Party Claim") based upon or arising from Permitted Party's access to, use of or reliance on VDI Reports, the Service

or Service Data and actions/inactions under the agreement between Secondary Subscriber and Permitted Party outlining the terms in this Section 1(d); and

(5) Grant to Visa from Permitted Party, or secure, without limitation, and in the case where Permitted Party, its agents, subcontractors or Affiliates provides Feedback, all of the rights articulated in Section 2 (Feedback) of this Agreement.

2. FEEDBACK. If Secondary Subscriber, its agents, subcontractors or Affiliates or any Permitted Party provides to Visa any comments, suggestions, ideas, data, information, corrections, submissions, updates, improvements, extensions or implementations or modifications relating to the Service or other Visa products, services or technology ("Feedback"), Secondary Subscriber hereby grants to Visa and its Affiliates, without attribution or cost, all rights necessary for Visa or its Affiliates to use, disclose, distribute, make, reproduce, or commercialize generally for itself and others, and otherwise exploit any Feedback and any associated intellectual property rights, including, but not limited to, for improvement or modification of the Service, and to implement any such Feedback in future versions of the Service, or any other product or service, as it is made available to Secondary Subscriber and/or any other party.

3. OWNERSHIP. Visa has expended significant resources gathering, assembling, and compiling the Service and the VDI Reports, and, as between the Parties, the Service and Service Data are the valuable property of Visa. The Service and Service Data provided by Visa under the Agreement are an original compilation protected by United States copyright laws and are the trade secrets of Visa. As between the Parties, Visa owns all right, title and interest in and to the Service and Service Data. Nothing contained in this Agreement shall be construed as conferring upon Secondary Subscriber by implication, operation of law, estoppel, or otherwise, any license or right to use or exploit Visa intellectual property, or any right, title, or interest in any of Visa's intellectual property rights, except for the limited rights stated in the Agreement.

4. FEES.

a. Upon the Effective Date (and commencement of each Renewal Term, as the case may be), Visa will invoice Secondary Subscriber for the annual base package price for the Service and any additional options that Secondary Subscriber subscribes to as set forth in the Subscription Elections and Pricing Form, attached hereto as Exhibit B. Secondary Subscriber shall pay the total amount of such invoice within thirty (30) days of its receipt. Secondary Subscriber agrees that Visa may change the price of the Service at any time upon thirty (30) days' prior written notice, for which email notice shall suffice. The Parties acknowledge that Love Communications, on behalf of Utah Office of Tourism, ("Lead Subscriber"), plans to execute a Visa Destination Insights Service Subscription Agreement with an effective date no later than July 1, 2023 ("Lead Subscriber VDI Agreement"). If the Lead Subscriber VDI Agreement (a) is valid and in effect, (b) goes into effect no later than July 1, 2023, (c) provides that Lead Subscriber shall be invoiced and pay fifty percent (50%) of VDI Subscriber's fee(s) for access to the Service, and (d) provides that Lead Subscriber shall so pay for the duration of VDI Subscriber's Initial Term, then, beginning on July 1, 2023, Visa shall invoice to VDI Subscriber and VDI Subscriber shall pay the remaining fifty percent (50%) of VDI Subscriber's fee(s) for access to the Service.

5. INDEMNIFICATION.

a. Secondary Subscriber shall, at its sole expense, indemnify, defend and hold Visa and its directors, officers, employees, agents and affiliates (collectively, "Indemnified Visa Parties") harmless from and against all claims, suits, actions, damages, settlements, losses, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or in connection

with: (i) any breach of this Agreement by Secondary Subscriber, Permitted Party and its/their respective Affiliates, employees, contractors, agents, or subcontractors (including terms relating to confidentiality, any misuse of personal data or security breach); (ii) any breach of applicable law; (iii) willful misconduct or negligent act or omission by Secondary Subscriber, Permitted Party and its/their respective Affiliates, employees, contractors, agents, or subcontractors, including injuries or death to persons or damage to property; (iv) Permitted Party's use of and/or reliance on the Service and/or Service Data; or (v) the actual or alleged infringement or misappropriation of any third party's intellectual property rights.

b. Secondary Subscriber agrees that, due to the unique nature of Confidential Information (defined below), any unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to the Indemnified Visa Parties, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Secondary Subscriber agrees that Visa, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement by Secondary Subscriber and/or any Permitted Party, without the necessity of posting any bond or other security. Secondary Subscriber shall notify Visa in writing immediately upon Secondary Subscriber's becoming aware of any such breach or threatened breach.

6. DISCLAIMER. Secondary Subscriber acknowledges and agrees that the Service, Service Data and any other data of or materials related to the Service are provided by Visa "AS-IS," "AS AVAILABLE" and "WITH ALL FAULTS." Secondary Subscriber's and Permitted Party's access to and use of the Service, Service Data and any other data available through or materials related to the Service is at Secondary Subscriber's and Permitted Party's own risk. Neither Visa nor any of its current and former Affiliates, employees, successors or assigns makes any express or implied representations, warranties, guarantees or indemnities as to whether the Service, Service Data or any information or other materials contained or made available therein is or will be available (including, but not limited to, at any particular time or location), accessible, uninterrupted, timely, secure, accurate, appropriate, complete, reliable, updated, correct, current or error-free, as to their quality, that any defects or errors will be corrected, or that the Service or Service Data are free of viruses or other harmful components. Visa disclaims any and all representations or warranties of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement. The Service Data is a sample set of aggregated depersonalized Visa cardholder transaction data for selected market segments across Visa's VisaNet global transaction processing network and Visa makes no warranties (a) as to the accuracy of the data, (b) that the Service Data reflects Visa cardholder spending patterns for relevant market segments taken as a whole, or (c) as to the validity of the statistical approaches used in Visa's data aggregation.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL VISA BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. VISA'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO SERVICE FEES ATTRIBUTABLE TO LEAD SUBSCRIBER'S ACCESS TO THE SERVICE OVER THE PREVIOUS SIX (6) MONTHS.

8. TERM AND TERMINATION.

a. This Agreement shall become effective as of July 1, 2023, and, unless terminated earlier in accordance with the terms of this Agreement, shall continue for one (1) year (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive one- (1) year terms (each a "Renewal Term"); provided, however, that either Party may terminate this Agreement

by providing written notice to the other at least thirty (30) days prior to the expiration of the then-existing Initial Term or Renewal Term, as the case may be.

b. Secondary Subscriber may terminate this Agreement upon thirty (30) days' prior written notice if: (i) Visa materially breaches this Agreement and fails to cure the breach within such thirty-(30) day period; or (ii) Visa modifies or otherwise changes the Service, as permitted in Section 1(c)(x), and Secondary Subscriber objects in writing within thirty (30) days of Secondary Subscriber's receipt of written notice from Visa of such modification or change.

c. Visa at its sole discretion may terminate this Agreement immediately upon: (i) Secondary Subscriber's and/or any Permitted Party's breach of any obligation under this Agreement, including any misuse (as determined by Visa in its sole discretion) of the Service or Service Data, or (ii) a change in applicable law makes termination appropriate.

d. Visa shall have no obligation to refund to Secondary Subscriber any fees paid for the Service.

e. The terms of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive, including, without limitation, Sections 1(c), 2, 3, and 5 through 14.

9. CONFIDENTIALITY, PUBLICITY.

a. "Confidential Information" means all information that Visa or its Affiliates discloses to Secondary Subscriber or to which Secondary Subscriber has access in connection with the negotiation and performance of this Agreement or with Secondary Subscriber's access to or use of the Service or Service Data, and that is designated as confidential or would normally be considered confidential or proprietary under the circumstances (whether disclosed before or after the Effective Date, and whether written, oral or by inspection of tangible objects), including, but not limited to, all data, trade secrets, marketing materials, financial or business information, processes, technical documentation, developments, customer data, pricing, revenue, transaction volume, any information relating to any of the foregoing, this Agreement, and other information of any kind whatsoever that relates to Visa or any of its Affiliates, other customers of Visa or any of its Affiliates, or third-party vendors or licensors who have made confidential or proprietary information available to Visa.

b. Confidential Information does not include information that: (i) was already rightfully known to Secondary Subscriber prior to disclosure by Visa or its Affiliates as evidenced by preexisting records; (ii) is or becomes publicly known through no breach of this Agreement; (iii) is rightfully received by Secondary Subscriber from a third party that has no applicable duty of confidentiality; (iv) is independently developed by Secondary Subscriber without any use of Confidential Information disclosed under this Agreement; or (v) is disclosed by Secondary Subscriber with the prior written consent of Visa or its Affiliates.

c. Secondary Subscriber agrees on behalf of itself and its agents, representatives and subcontractors that Confidential Information will not be disclosed or made available to any person for any reason whatsoever other than on a "need to know basis," and then only: (i) to Secondary Subscriber's authorized employees who are obligated to hold such information confidential; (ii) to subcontractors or other third parties authorized to receive Confidential Information under this Agreement, provided that any such authorized persons or entities are subject to confidentiality terms that are no less restrictive than the terms of this Section 9; or (iii) as required by law. Prior to any disclosure of Confidential Information as required by law, Secondary Subscriber shall

(A) immediately notify Visa of any actual or threatened legal compulsion of disclosure, and/or any actual legal obligation of disclosure immediately upon becoming so obligated, and (B) cooperate with Visa's reasonable, lawful efforts to resist, limit or delay disclosure.

d. All media releases, public announcements and public disclosures by either Party or their representatives relating to this Agreement or the name or logo of Secondary Subscriber or Visa, including, without limitation, promotional or marketing material, but not including any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party, shall be coordinated with and approved by the other Party in writing prior to the release thereof as provided herein. Each Party shall obtain prior written approval from the other Party for any news releases, press advisories and interviews relating to the Service; provided, that this restriction shall apply to Visa only to the extent that Secondary Subscriber is specifically identified in such disclosure. Each Party shall review all submissions and notify the other Party in writing within five (5) business days of its approval, which shall not be unreasonably withheld. Secondary Subscriber acknowledges and agrees that, subject to approval of copy, Visa may announce Secondary Subscriber's participation in the Service.

e. All documents and other tangible items containing or representing Visa Confidential Information that have been disclosed by Visa to Secondary Subscriber in Secondary Subscriber's possession or control will be and remain Visa's property and will be promptly returned to Visa or destroyed upon Visa's written request. Secondary Subscriber will promptly return to Visa, at no cost to Visa, all Visa Confidential Information and property upon the earlier of: (i) the termination or expiration of this Agreement, or (ii) Visa's request. Alternatively, if so directed by Visa, Secondary Subscriber will destroy, at no cost to Visa, all Visa Confidential Information and copies thereof according to Visa's instructions, or if no instructions are provided, according to relevant industry best practices, and will provide a certificate signed by an officer of Secondary Subscriber that certifies such return or destruction in detail acceptable to Visa.

10. GOVERNING LAW; FORUM. This Agreement and any non-contractual obligations arising out of it are governed by the substantive laws of the state of New York, U.S.A., excluding any "conflicts of laws" or similar rules that would mandate or permit application of the substantive law of any other jurisdiction. Each Party agrees that all actions, proceedings or counterclaims arising out of or relating to this Agreement or any of the transactions contemplated hereby (except to the extent that such dispute arises from or is related to challenging the validity of intellectual property rights, hereinafter "IP Dispute") shall be brought in the United States District Court for the Southern District of New York (or, should such federal court lack competence to hear such actions, proceedings or counterclaims, in a state court with competent jurisdiction in New York). In connection with any such actions, proceedings or counterclaims (excluding IP Disputes), each Party shall submit to the exclusive jurisdiction of either such court, agrees to venue in either such court, and waives any objection to venue laid therein.

11. NOTICE. All notices and other communications required to be given pursuant to this Agreement shall be in writing and addressed to the relevant Party at its address set forth on the first page of this Agreement (and in the case of Visa, with courtesy copies emailed to LegalNotice@visa.com and VisaDestinationInsights@visa.com), or such other address as a Party may specify in writing. Any such communication will be deemed received: (i) upon hand delivery, or (ii) when delivered with receipt by an expedited courier service. Email notice shall suffice as written notice for any changes by Visa per Section 4 (Fees).

12. ENTIRE AGREEMENT. Except as expressly indicated herein, this Agreement and the Exhibits hereto, which are incorporated into this Agreement by reference, represent the entire agreement between the Parties relating to the subject matter hereof. No modification or waiver of this Agreement shall be binding

unless it is in writing and signed by both Parties. In the event of any apparent conflict between the terms of this Agreement and any other document concerning the Service, the terms of this Agreement will control to the extent of the conflict. If a court of competent jurisdiction finds any provision of this Agreement invalid, illegal or unenforceable, the Parties shall omit it from the Agreement to the extent required. The remaining terms shall remain in full force and effect.

13. COVERAGE OF AFFILIATES. "Affiliate" of a party means an entity now or hereafter controlled by, controlling or under common control with such party. "Control" means beneficial ownership or control of 50% or more of the shares or securities representing the right to vote for the election of directors or management authority, or other ability, directly or indirectly, to direct or cause the direction of the management or policies of such entity, whether through beneficial ownership of securities or other equity interests, by contract or otherwise.

14. ASSIGNMENT. Secondary Subscriber agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, any right or obligation under this Agreement, without the prior written consent of Visa, and any purported assignment, sale, transfer, delegation or other disposal is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date of last signature below ("Effective Date").

San Juan County Economic Development & Visitor Services ("Secondary Subscriber") Visa U.S.A. Inc. ("Visa")

By: _____
Name (print): _____
Title: _____
Date: _____

By: _____
Name (print): _____
Title: _____
Date: _____

Exhibit A – Information Relating to the Service

1. **Reporting Area.** Reporting Areas are groupings of one or more postal codes defined by Secondary Subscriber for which it would like to view Service Data. Reporting Area options include:
 - a. International Reporting Area: Includes cross-border spend broken out by originating country.
 - b. U.S. Domestic Reporting Area: Includes domestic spend broken out by originating core based statistical area (CBSA).
2. **Service Data.** The Service presents certain aggregated information, including, but not limited to, the number of cardholders, number of transactions, sales volume and related metrics and dimensions that Visa may change from time to time. The Service does not and will not include or identify personally identifiable cardholder, issuer or merchant information, or individual cardholder, issuer or merchant patterns. Service Data includes data as it becomes available during the Initial Term or Renewal Term (as the case may be) per the Service Data Update Frequency (see below) and some historical data.
3. **Service Data Update Frequency.** Service Data are generally updated within 45 days following the end of each calendar quarter. Secondary Subscriber may choose in its Subscription Elections and Pricing Form (Exhibit B) to add the option to have Service Data updated on a monthly basis, meaning data are generally updated within 25 days following the end of each calendar month ("Monthly Refresh").

The information contained in this Exhibit A may be modified from time to time at Visa's sole discretion.

Exhibit B – Subscription Elections and Pricing Form

Secondary Subscriber will receive the Base Subscription Package (described below) to the Service. Through this form, Secondary Subscriber indicates the details of its Base Subscription Package, as well as its election to subscribe additional Reporting Areas to the Service and/or whether Secondary Subscriber desires a Monthly Refresh for the relevant Reporting Areas. Additional Reporting Areas and the Monthly Refresh option are priced separately.

Please check the appropriate boxes:

Subscription Package		Reporting Area Selections		Monthly Refresh <i>(applies to all reporting areas)</i>	Pricing	
		International	U.S. Domestic		Base	Monthly Refresh
Base Package <i>Includes 2 Reporting Areas (either international or U.S. domestic).</i>	Reporting Area 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$10,000	\$
	Reporting Area 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/> Additional Reporting Areas	Indicate total number desired: = <i>May be international or U.S. domestic.</i> <i>Numbers in the two columns to the immediate right must add up to the above total.</i>	=	=		\$ -	\$ -
					Discount	20%
					Total	\$8,000

Exhibit C – Access Steward Designation Form

As of the date indicated below, Secondary Subscriber, through its authorized representative, designates the individual identified below as an authorized Access Steward for Secondary Subscriber’s personnel’s access to and use of the Service. Secondary Subscriber may modify such Access Steward(s) at any time by notifying Visa in accordance with the terms of the Agreement. Until the earlier of (i) the termination or expiration or the Agreement, or (ii) such time that Secondary Subscriber revokes this authorization, Access Steward shall be primarily responsible for:

1. Managing Secondary Subscriber’s personnel’s user and profile information for access to the Service; and
2. Communicating with Visa concerning such users and profile information, including, but not limited to, approving and notifying Visa of any changes or additions required thereto.

Access Steward Information	
Name (print):	_____
Email address:	_____

San Juan County Economic Development &
Visitor Services

By: _____

Name of Authorized Representative (print): _____

Title: _____

Date: _____

Exhibit D – Visa Destination Insights Disclosure Guidelines

Visa Destination Insights product team to provide.



COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

ITEM TITLE, PRESENTER: Approval of the State of Utah Contract from the Division of Outdoor Recreation and San Juan County for the Spanish Hills Trail by Elaine Gizler, Economic Development, and Visitor Services Director.

RECOMMENDATION: Approve

SUMMARY: State of Utah Contract Division of Outdoor Recreation and San Juan County. The purpose of the contract is to award funding for the Spanish Hills Trail Network- Phase 1 Construction project. The State awarded San Juan County \$200,000 to create the Spanish Hills Trail. The cost for Phase One to San Juan County is \$40,000. This trail system greatly benefits San Juan County, Spanish Valley Residents. It will also help put an emphasis on Mountain Biking in San Juan County. San Juan County is partnering with Grand County, the BLM, Sitla, Grand County Active Trails, and Transportation. There will be three phases to this project.

HISTORY/PAST ACTION.

FISCAL IMPACT: San Juan County match share 20% or \$40,000 over a two-year period; we will be budgeting \$20,000 out of the Economic Development and Visitor Services budget for 2024 and 2025.

Contract No.
Vendor No. VC0000114664



**STATE OF UTAH CONTRACT
Division of Outdoor Recreation
Utah Outdoor Recreation Grant (UORG)**

1. **CONTRACTING PARTIES:** This contract is between the State of Utah, Division of Outdoor Recreation, referred to as the State,

Department of Natural Resources
Division of Outdoor Recreation
1594 West North Temple #100
Salt Lake City, UT 84116

Contact Person: Patrick Morrison
Phone: 385-268-2504
Email: patrickmorrison@utah.gov

and the following Grantee:

San Juan County
117 South Main St. PO Box 490
Monticello, Ut 84535

Federal Tax ID: 876000305

Contact Person: Elaine Gizler
Phone No.: 435-587-3235
Email: egizler@sanjuancounty.org

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to award funding for the Spanish Hills Trail Network - Phase 1 Construction Project. This contract provides terms and conditions under which the Grantee may obtain and maintain eligibility for Utah Outdoor Recreation Grant (UORG) funding.
3. **AUTHORITY:** This contract is entered pursuant to the State's authority to administer funds under Utah Code § 63N-9-2 and Utah Administrative Code R357-16.
4. **CONTRACT PERIOD:**
This contract is executed as of the date of the last signature and is effective through September 30, 2025, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The State awards and the Grantee accepts a potential grant award of up to \$200,000.

Fund: 2306
Unit: 8272

Appropriation: 2306
Commodity Code: 99999

6. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

- Attachment A – Standard Terms and Conditions for Grants
- Attachment B – Utah Outdoor Recreation Grant (UORG) Terms and Conditions
- Attachment C – Scope of Work

7. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

All governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to Utah Code § 63N-9-2 and Utah Administrative Rule R357-16, and the 2023 funding application, APP-002437, documents submitted into Salesforce for this project.

8. CONTRACT EXECUTION:

Each person signing this contract represents and warrants that he/she is duly authorized and has the legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party’s obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this contract.

BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

San Juan County

Signature: _____

Name: _____

Title: _____

Date: _____

State of Utah - Division of Outdoor Recreation

Signature: _____

Name: Tara McKee _____

Title: Associate Dir., Grants & Planning _____

Date: _____

Reviewed and Processed - Division of Finance

Date: _____

State of Utah Division of Finance
Contract Number:

Attachment A: Standard Terms and Conditions for Grants

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 1. **“Contract”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 2. **“Grant Money”** means money derived from State fees or tax revenues that are owned, held, or administered by the State.
 3. **“Grantee”** means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 4. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 5. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
 6. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. The venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The grantee shall maintain or supervise the maintenance of all records, receipts, and any other documentation necessary to properly account for payments made by the State to the Grantee under this Contract. This includes documentation related to the Grantee’s performance of the Contract terms, the scope of work, project-specific requirements, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, the State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah unless full and complete disclosure has been made to the State.
6. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the state of Utah agency effectuating this Contract.
7. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee’s performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of Grantee’s liability, including a limitation of liability clause for anyone for whom Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or damages to property.
8. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah’s Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit

discrimination of any kind by any of Grantee's employees.

9. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
10. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or contract may give rise to for-cause termination.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract, or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph includes but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **INSURANCE:** Grantee shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than three million dollars (\$3,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate. Grantee shall provide proof of the general liability insurance policy and other required insurance policies to the State within thirty (30) days of contract award. Grantee must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Contract. Grantee's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
13. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
14. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
1. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
15. **PAYMENT:** The acceptance by the Grantee of the final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. The State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the Grant Money set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, sub-contract, or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom Grantee is liable. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
19. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.

20. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEYS' FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
24. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
25. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
26. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
27. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 March 2019)

Attachment B: Utah Outdoor Recreation Grant (UORG) Program Terms and Conditions

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

- a. The scope of work for this grant contract is outlined in Attachment C. The Grantee hereby agrees to complete that scope of work and shall use the grant funding provided to achieve the goals and benchmarks set forth therein.
- b. Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
- c. The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
- d. All requirements listed in the application and program guide for eligibility and required attachments are incorporated here by reference though not attached hereto.
- e. The scope of work is hereby termed the Grantee's project, which shall commence within one-hundred eighty (180) calendar days from the contract effective date and be completed on or before the contract termination date.
- f. The Grantee agrees that the project area acquired, developed, or improved pursuant to this contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Office of Outdoor Recreation. Furthermore, if the infrastructure developed with the Utah Outdoor Recreation Grant program funds is converted to another use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Grantee.
- g. The Grantee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible, and safe for public use. Structures, trails, and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed pursuant to this contract on lands legally owned by the Grantee.
- h. The Grantee shall provide evidence that the infrastructure project has county, city, or tribal approval and endorsement. A contract must be signed with the party who will maintain the recreational infrastructure for at least the next ten (10) years. Evidence supplied in the Grantee's application may fulfill this requirement. The State reserves the right to request updated documentation and proof of continued support and maintenance contracts at any time. The Grantee shall give the State reasonable notice of any change in the contract or endorsement status. Loss of endorsement or maintenance contract may constitute an event of default and result in a recapture of the grant funds.
- i. If the project is on Federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from or any violation of Federal regulations shall constitute an event of default and result in the recapture of the grant funds. The Grantee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
- j. All property on which Utah Outdoor Recreation Grant infrastructure-funded projects are located must be owned by or under the control of the Grantee (e.g. local government or conservancy) or public agency that has partnered with the Grantee. If the project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before the completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.
- k. The infrastructure project must have an endorsement from the local economic development office or designated local tourism office stating that the project will have the ability to attract growth and retention in the community/area and/or have the potential for increased visitation to the area. The project shall meet the qualifications of Utah Section 63N-3-109. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.
- l. The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is

not in a special management area for endangered species such as the Sage Grouse. If the project is in or close to a special management area it must first secure written approval from the DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the grant funds.

- m. The Grantee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA). No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Grantee shall have thirty (30) days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the grant funds.
- n. The Grantee shall notify the State of the public opening date, and upon the public opening of the project, the Grantee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, a press release to the local media or social media outlets to appropriately promote the public use of the project.

2. NATURE OF ENTITY:

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

3. REPORTING:

- a. Reports shall be provided by the Grantee to the State at least every six (6) months, and no later than sixty (60) days after the contract termination date. Each report shall include the following:
 - i. Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Scope of Work;
 - ii. A brief synopsis of the work completed in the previous six months; and
 - iii. An outline of the work anticipated to be completed in the next six months.
- b. If Grantee fails to provide the first two scheduled reports to the State, as described herein, Grantee shall waive any consideration by the State for potential contract extension should such extension be necessary to complete Grantee's project.

4. FUNDING:

- a. The Grantee shall not receive any grant funds until this contract is fully signed and executed.
- b. Up to 75% of the Contract Amount may be reimbursed prior to full completion of the Grantee's project. The remaining 25% of funds are contingent on the completion of the Grantee's project, a final on-site inspection, and submission of the Final Report as outlined in the Office of Outdoor Recreation Grant Programs Guide, which is available to the Grantee from the State and incorporated by reference to this contract.
- c. In no event shall payments from the State to the Grantee exceed in sum the Contract Amount.
- d. All funds are to be distributed in a post-performance manner, as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
- e. The State will not fund more than 50% of the eligible costs of the project eligible costs. For grant awards exceeding the mini-grant category, the grant recipient shall provide matching funds based on an algorithm that takes into account the total population of the county as well as per capita income; 20%-50% of the project's eligible costs.
- f. At least 50% of the Grantee's required matching funds must be paid in cash.
- g. Up to 50% of the Grantee's required matching funds may be provided through an in-kind contribution if
 - i. Approved in advance by the State;
 - ii. The Grantee is a non-profit corporation or governmental entity; and
 - iii. The in-kind donation is for services or materials that are directly related to the construction of the Grantee's project, defined in Attachment C: Scope of Work.

5. REIMBURSEMENT REQUESTS:

- a. Reimbursement requests received by the State after the contract termination date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
- b. The following documentation shall, at minimum, be provided upon reimbursement request, and additional documentation may be required by the State:
 - i. Copies of invoices and evidence of payment (checks, bank statements, etc.) for work done on the project;
 - ii. Records of volunteer labor or other in-kind donations for work done on the project;
 - iii. Several photos to show the project is complete;
 - iv. A final report with the description of the project and other data requested by the State;
 - v. A description and an itemized report detailing the expenditure of the grant or the intended expenditure of any grant funds that have not been spent;
 - vi. The grant program provided reimbursement request document or a letter of request on letterhead of the Grantee specifying the grant amount requested.
- c. Requests shall be submitted to the State electronically, to the Program Manager in the Office of Outdoor Recreation and/or the Compliance Department of the Governor's Office of Economic Opportunity. A link to the online portal will be sent to the Grantee upon the completion of the processing of this contract. The Grantee shall document that all of the grant money received by the Grantee for this project was spent on efforts towards the project.

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

7. AUDIT:

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

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

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

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

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

- 12. STATE CONTACT PERSON:** The State designates the Director of the Office of Outdoor Recreation at the State, or their designee, as the contact person at the Utah Governor's Office of Economic Opportunity or Division of Natural Resources to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee

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

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

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ATTACHMENT C: SCOPE OF WORK

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

Signature:

Email: tmckee@utah.gov



COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

ITEM TITLE, PRESENTER: Approval of San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 5 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this funding is to prevent use of commercial tobacco and connect commercial tobacco users with evidence-based resources that help with cessation: . Approved Tobacco Prevention and Control activities related to this grant include the following: Continuing education for staff, pilot projects, collaboration with priority populations, partnership organizations, tobacco retail permitting, compliance checks, retail education, retail inspection, community organization partnerships, youth groups, educating municipalities and retailers on age 21 laws, increasing use of Quit Services, partnership with low income services, youth partners, improving tobacco policies in low-income multi-unit housing, worksite partnerships, improving adherence to the Utah Indoor Clean Air Act, and media campaigns, and site visits, and program evaluation. Compliance checks have a specific line of funding within this grant.

HISTORY/PAST ACTION

Approval

FISCAL IMPACT

Increased funding for April 28, 2023 – June 30, 2023 is \$2,583.33. New total for reimbursable funding is \$673,200.18 from FY2021 – FY2025.

- \$12,916.67 is available from the Comprehensive Tobacco (CDC) Grant for the Period of Performance of for the above Tobacco Prevention and Control activities.
- \$72,807.00 is available from the state funded Tax Fund and MSA Grant for the period of July 1, 2022 - June 30, 2023 (4377 & 4379) and shall be allocated in accordance with the following:
 - Up to \$3,667.00 shall be reimbursed for Compliance Checks (\$96.50 per compliance check).
 - The remaining may be used for the above Tobacco Prevention and Control activities.
- \$54,437.22 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account.

- \$81,655.84 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account and shall be allocated in accordance with the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program.



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

2120905
Department Log Number

212700217
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 5.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL
Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this contract is to add CDC funding \$2,583.33 and specific budget periods. See Section III, Part B.1. The funding codes referenced throughout Section III have been updated.
4. **CHANGES TO CONTRACT:**
 1. The contract amount is being changed. The original amount was \$670,616.85. The funding amount will be increased by \$2,583.33. New total funding is \$673,200.18.
 2. Attachment B Special Provisions FY21-FY25 Amendment 5, effective 4/29/23, is replacing the Special Provisions dated 7/1/2022. CDC funding was increased by \$2,583.33.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	CDC-RFA-DP20-2001: National State Based Tobacco Control Program	Award Number:	5 NU58DP006806-04- 00
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention (CDC)/ Agency for Toxic Substances and	Federal Award Identification Number:	NU58DP006806

	Disease Registry (ATSDR)		
Assistance Listing:	NATIONAL STATE TOBACCO CONTROL PROGRAM	Federal Award Date:	4/14/2023
Assistance Listing Number:	93.387	Funding Amount:	\$2583.33

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 04/29/2023.

- 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - 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.

Contract with Utah Department of Health & Human Services and San Juan County, Log # 2120905

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams Date
County Commission Chair

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

Attachment B: Special Provisions

San Juan County Health Department FY21 – FY25 Amendment 5

Effective Date: April 29, 2023

I. PARTIES

- A. This contract is between the Tobacco Prevention and Control Program acting by and through the Utah Department of Health and Human Services, hereinafter referred to as "DEPARTMENT," and the San Juan County Health Department, hereinafter referred to as "SUB-RECIPIENT." Together the DEPARTMENT and the SUB-RECIPIENT shall be referred to as the "Parties".

II. DEFINITIONS

- A. "Catalyst" means a web-based tool that manages the collaborative linkages between evaluation, work plans, logic models, strategic/state plans, and other management documents. Catalyst is the reporting tool used by the Parties to determine progress in achieving the responsibilities of this contract.
- B. "CDC" means the Center for Disease Control and Prevention.
- C. "CDC Funds" mean funding that is awarded to the Tobacco Prevention and Control Program from the Center for Disease Control and Prevention.
- D. "Compliance Checks" mean routine checks of retailers conducted by the SUB-RECIPIENT where underage buyers attempt to purchase tobacco in circumstances that would violate applicable law.
- E. "DEPARTMENT" means the Utah Department of Health and Human Services.
- F. "MSA Grant Funding" means funding allocated from the Master Settlement Agreement to the Tobacco Prevention and Control Program.
- G. "MUH" means multiunit housing.
- H. "QuickBase" means a web-based application tool used by local health departments to manage and report their tobacco retailer education and enforcement activities including underage sale investigations (compliance checks), combined retailer inspection requirement, and permit suspension/revocation data.
- I. "SUB-RECIPIENT" means the San Juan County Health Department and the "Grantee," as defined and described in the agreement between the parties titled "Utah Department of Health General Provisions and Business Associate Agreement" currently in effect until 6/30/2023.
- J. "Tax Fund" means funding that is allocated to the Tobacco Prevention and Control Program from the State Tobacco Tax.
- K. "TPCP" means Tobacco Prevention and Control Program.

III. PAYMENTS

- A. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to a maximum total of \$224,400.06 for expenditures in accordance with the funding categories listed below in Part B. The amount reimbursed is based on the number of services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report submitted

to the DEPARTMENT.

- B. The amounts listed below are the maximum amount the DEPARTMENT can reimburse the SUB-RECIPIENT. Funds can only be expended as follows:
1. \$15,500.00 is available from the Comprehensive Tobacco (CDC) Grant for the Period of Performance of July 1, 2022 – June 30, 2023 (6394).
 - a. Budget Period: July 1, 2022 – April 28, 2023 is \$12,916.67.
The source of funding is provided from the following program:
Federal Award Project Title: CDC-RFA-DP20-2001: National and State Tobacco Control Program
Federal Agency: Centers for Disease Control and Prevention (CDC)/ Agency for Toxic Substances and Disease Registry (ATSDR)
Award Number: 5 NU58DP006806-03-00
Assistance Listing Program Title: National and State Tobacco Control Program
Assistance Listing Number: 93.387
Assistance Listing Amount: \$ 1,256,406.00
Federal Award Date: 5/25/2022
Indirect Cost Rate: 0%
 - b. Budget Period: April 28, 2023 – June 30, 2023 is \$2,583.33.
The source of funding is provided from the following program:
Federal Award Project Title: CDC-RFA-DP20-2001: National and State Tobacco Control Program
Federal Agency: Centers for Disease Control and Prevention (CDC)/ Agency for Toxic Substances and Disease Registry (ATSDR)
Award Number: 5 NU58DP006806-04-00
Assistance Listing Program Title: National and State Tobacco Control Program
Assistance Listing Number: 93.387
Assistance Listing Amount: \$ 1,256,406.00
Federal Award Date: 4/14/2023
Indirect Cost Rate: 0%
 - c. Reimbursement shall be provided for expenditures directly related to activities set forth in Section IV excluding direct service activities. Direct service activities include, but are not limited to, objectives identified in Section IV as:
 - i. Compliance Checks;
 - ii. Tobacco Retail Permitting;
 - iii. Retail Inspection, E-cigarette Product, and Nicotine Product Inspections; and
 - iv. Utah Indoor Clean Air Act (UICAA).
 - d. Closeout: SUB-RECIPIENT must submit to the pass-through entity, no later than 90 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and

conditions of the Federal award.

2. \$72,807.00 is available from the state funded Tax Fund and MSA Grant for the period of July 1, 2022 - June 30, 2023 (6393 & 6396) and shall be allocated in accordance with the following:
 - a. Up to \$3,667.00 shall be reimbursed for Compliance Checks. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT \$ 96.50 per compliance check. The compliance checks will be completed consistent with the activity found in Section IV; objective identified as Compliance Checks.
 - b. The remaining \$69,140.00 funds shall not be used for Compliance Checks but may be used for any of the remaining objectives described in Section IV.
3. \$54,437.22 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account and shall be allocated in accordance with Utah Code 59-14-807(3)(a) for the period of July 1, 2022 - June 30, 2023 (6397). The SUB-RECIPIENT shall use the money received in accordance with Utah Code 59-14-807 (4)(a) and Admin Rule R384-415 for enforcing:
 - a. The regulation provisions described in Section 26-57-103;
 - b. The labeling requirement described in Section 26-57-104; and
 - c. The penalty provisions described in Section 26-62-305.
4. \$81,655.84 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account for the period of July 1, 2022 - June 30, 2023 (6397) and shall be allocated in accordance with Subsection (3)(d) to issue grants under the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program created in Utah Code 26A-1-129.

IV. SERVICES

The SUB-RECIPIENT shall participate in all the following activities in accordance with the funding provided as outlined in Section III.

Activity Title	Objective
Continuing Education	By June 30, 2023 2 staff funded by tobacco will attend at least 1 TPCP training per quarter.
Pilot Project	By June 30, 2023 assigned LHD staff shall attend Pilot Project meetings for project identified.
Priority Populations	By June 30, 2023 implement and report on established plan to collaborate with identified priority population.
Outreach Partnerships	By June 30, 2023 provide supportive technical assistance related to tobacco prevention and/or cessation resources to 1 organization.
Tobacco Retail Permitting	By June 30, 2023 ensure that 100% of retailers are permitted.
Compliance Checks	By June 30, 2023 2 tobacco compliance checks will be completed in each tobacco retail outlet.
Retail Education	By June 30, 2023 ensure that 100% of retailers are provided education materials.
Retail Inspection, E-	By June 30, 2023 conduct combined inspections in 100% retailers.

cigarette Product, and Nicotine Product Inspections	
CBO Partnership	By June 30, 2023, establish 3 partnerships with community-based organizations.
Youth Groups	By June 30, 2023 lead a local youth coalition in advocating for tobacco use prevention policies and programs.
Age 21 Law	By June 30, 2023 educate 2 municipalities and 100% retailers on the minimum age of 21 for the sale of tobacco products, electronic cigarette products and other nicotine products. By June 30, 2023 facilitate at least one formal or informal learning and/or relationship building opportunity (in person or virtual) with retailers, municipalities and/or community groups or agencies.
Quit Services	By June 30, 2023 increase Quit Line registered calls in local area from 3 in FY21 to 4 and E-Coach registered members from 4 in FY21 to 5.
Low Income Cessation Services	By June 30, 2023 work with 1 local service that is utilized by low-income individuals to promote tobacco cessation programs.
Youth Cessation	By June 30, 2023 connect 1 community partner to youth quit services.
Low Income MUH Policy	By June 30, 2023 provide resources, training & technical assistance to 2 low income MUH properties to implement, improve and/or maintain comprehensive policies.
Worksite Policy	By June 30, 2023 work with 1 worksite to utilize the CDC Worksite Health ScoreCard to implement, improve and/or maintain environmental and employee policies.
Utah Indoor Clean Air Act (UICAA)	By June 30, 2023 respond to 100% of Utah Indoor Clean Air Act (UICAA) complaints and provide education, signage, and materials as appropriate.

V. REPORTS

- A. The SUB-RECIPIENT shall report on the progress report measure for each of their work plan activities as listed in Section IV, in the Catalyst web-based application system. Progress reports shall be submitted quarterly by the 15th of October, January, April, and July.
- B. The SUB-RECIPIENT shall report tobacco retailer-related data as needed in QuickBase, a web-based application system.

VI. UTAH DEPARTMENT OF HEALTH PROGRAM ROLE

- A. The DEPARTMENT through its Tobacco Prevention and Control Program agrees to:
 1. Provide written confirmation of receipt of reports within 10 working days;
 2. Provide written feedback on results/progress within 20 working days of receiving report;
 3. Provide training and technical assistance, as requested/needed; and
 4. Conduct one (1) site visit during the contract period at a mutually agreed upon time

with a jointly developed agenda.

VII. MEDIA

- A. When SUB-RECIPIENT has a DEPARTMENT-approved media campaign in their jurisdiction, SUB-RECIPIENT staff shall conduct that campaign according to the Utah Department of Health and Human Services “Way To Quit Brand Guidelines.”
 - 1. Media campaigns include Public Service Ad (PSAs) scripts, produced PSAs, websites specifically created and included in SUB-RECIPIENT proposal for designated programming (not to include general SUB-RECIPIENT websites), brochures, flyers, posters, advertisements, incentive items and other marketing materials as detailed in the approved plan.
- B. SUB-RECIPIENT media campaign proposals must include campaign deadlines that are subject to approval by the appropriate TPCP program staff.

VIII. ADMINISTRATIVE REQUIREMENTS

- A. SUB-RECIPIENT staff shall:
 - 1. Participate in at least one (1) site visit with DEPARTMENT program staff;
 - 2. Attend at least one (1) TPCP training per quarter;
 - 3. Collaborate and coordinate program evaluation with TPCP epidemiology staff and/or with DEPARTMENT’S external contracted evaluator;
 - a. TPCP epidemiology staff will be informed of tobacco-related evaluation projects and data collection efforts; and
 - 4. Separately track and report expenses for Compliance Checks, which includes Retailer Education as part of the annual enforcement budget.
 - a. Enforcement budget shall be submitted annually or as requested by TPCP.

IX. AMENDMENTS AND TERMINATION

- A. If this contract is not amended to add funds, the contract shall terminate as of June 30, 2023.

X. OUTCOMES

- A. The outcome of this contract is to support the overall comprehensive TPCP strategic plan to (1) prevent youth nicotine dependence, (2) reduce commercial tobacco product use, and (3) work with priority populations to reduce tobacco-related health disparities.
- B. The following long-term measures support the outcomes:
 - 1. Reduce the percentage of Utah high school students who use tobacco (including vaping) to 8%.
 - 2. Reduce the percentage of Utah young adults (18-24 years old) who vape to 15%.
 - 3. Reduce adult cigarette smoking in very high HII areas to 10%.
 - 4. Reduce the percentage of Utah adults on Medicaid who smoke to 18%.
 - 5. Reduce the percentage of Utah adults (with no health insurance) who smoke to 16%.
 - 6. Decrease the percentage of adult cigarette smoking (disparate populations) by 5% relative to baseline.



COMMISSION STAFF REPORT

MEETING DATE:	June 6, 2023
ITEM TITLE, PRESENTER:	Approval of Public Health Crisis Response Workforce Supplemental Grant Contract for SFY 2022 – San Juan County Amendment 2 by Grant Sunada, Public Health Director
RECOMMENDATION:	Approval

SUMMARY

The original contract termination date was 6/30/23. The contract period is being increased by one year. The new termination date is 06/30/24.

This Public Health Crisis Response Workforce Supplemental Grant is available to build and maintain 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, training, and retaining personnel. 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:

- 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.
- Incentives, professional development, promotion potential, sign on bonuses, etc. potentially could be used to assist with the recruitment efforts.
- Wages, benefits, and other costs related to recruiting, hiring, and training of individuals
- Dedicated human resources (HR) staff to expedite, recruit, and implement more rapid hiring processes for public health emergency preparedness
- Training is an integral component of this funding.

HISTORY/PAST ACTION

Commission approval of previous amendments.

FISCAL IMPACT

Total reimbursable funding is \$192,648 with \$104,359.66 remaining. 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 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The Purpose of this amendment is to update the Special Provisions and extend the terminate date of the contract by one year.
4. **CHANGES TO CONTRACT:**
 1. The contract termination date is being changed. The original contract termination date was 6/30/23. The contract period is being increased by one year. The new termination date is 06/30/24.
 2. Attachment A, effective 05/17/23, is replacing Attachment A, which was effective 11/17/2022.

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 05/17/2023.
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - 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.
-

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ATTACHMENT A - SPECIAL PROVISIONS
 CDC Crisis Response Cooperative Agreement:
 COVID-19 Public Health Workforce Supplemental Funding
 Amendment 2

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 and Human Services, 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 governments.
- H. "Subrecipient" means Local Health 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 Response.

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:
 Tonya Merton, Grants Coordinator
 Office of Emergency Medical Services and Preparedness
 prepgrants@utah.gov
 (385) 441-9194

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

IV. Funding

- A. The federal funding supporting this grant is approved under the CDC Crisis Response Agreement: COVID-19 Public Health Workforce supplemental funding guidance, located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.

- B. Cost Reimbursement - This is a cost reimbursement contract. The Department agrees to reimburse the Contractor up to the maximum amount of the contract for allowable expenditures made by the Contractor directly related to the performance of this contract.

V. 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.

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 the Department (via email) prior to Subrecipient expenditure.
- B. Subrecipient shall submit to Department semi-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);
 4. July 7, 2023 (activity period January 1, 2023 - June 30, 2023).
 5. January 7, 2024 (activity period July 1, 2023 - December 31, 2023); and
 6. July 7, 2024 (activity period January 1, 2024 - June 30, 2024).
- 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, 2024:
 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. 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).
- B. See <https://www.cdc.gov/orr/readiness/funding-ph.htm> for detailed guidance on this funding opportunity.

IX. 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.

X. Unallowable Costs

- A. Research;
- B. Clinical care; or
- 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.

XI. Contractor shall comply with the following required disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in

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

CDC, Office of Grants Services
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



COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

ITEM TITLE, PRESENTER: Approval of San Juan Public Health Department - FY22 Violence and Injury Prevention Program Amendment 1 by Grant Sunada, Public Health Director

RECOMMENDATION: Approve

SUMMARY

The funding enables San Juan Public Health (SJPH) to address (1) Maternal Child Health, (2) opioid overdose prevention, and (3) improving the health of people with various disabilities. Maternal and Child Health activities are required to include coordinating partnerships and developing/documenting strategies to address bullying. Prevention of opioid misuse and overdose includes coordinating with a multi-disciplinary data focused group and related activities. Improving health for people with disabilities includes developing an Action and Evaluation Plan, fostering organizational change to increase access and inclusion, attending disability access and inclusion staff training, and implementing related policy, system, and environmental changes.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

Amendment 1 is increasing the contract amount by \$9,049.00 in Improving the Health of People with Mobility Limitations and Intellectual/Development Disabilities Funding. New contract amount is \$51,295.00.

The Utah Department of Health and Human Services agrees to reimburse \$51,295.00 to the San Juan Public Health Department in accordance with the provisions of this contract. This contract is funded with 100% federal funds, 0% state funds, and 0% other funds. This includes the following categories of funding:

- Maternal and Child Health Block Grant: \$10,280.00 from October 1, 2022 to September 30, 2023
- Utah Overdose to Action: \$22,156.00 from September 1, 2022 to August 31, 2023
- Improving the Health of People with Mobility Limitations and Intellectual/Developmental Disabilities: \$18,859.00 from August 1, 2022 to July 31, 2023

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



**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

2324110
Department Log Number

232700581
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan Public Health Department - FY23-27 Violence and Injury Prevention Program 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:** The purpose of the contract amendment is to increase the contract amount and replace Attachment A and D in exchange for continued services.
4. **CHANGES TO CONTRACT:**

1. Amendment 1 is increasing the contract amount by \$9,049.00 in Improving the Health of People with Mobility Limitations and Intellectual/Development Disabilities Funding. New contract amount is \$51,295.00.

2. Attachment A, Amendment 1, effective April 1, 2023, is replacing Attachment A, which was effective July 2022. Reference the following for changes. Section I. Funding updated item B and added items A and B.3.b. Added Sections V Amendments and Termination and VI. Outcomes for Disabilities Activities.

3. Attachment D, Amendment 1, effective April 1, 2023, is replacing Attachment D, which was effective September 2022. Reference the following for changes. Section II. Funding updated item B and added items A and B.2. Added Section V. Outcomes.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	Improving the Health of People with Mobility Limitations and Intellectual/Development Disabilities	Award Number:	1 NU27DD00031-01-00
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Name of Federal Awarding Agency:	CDC	Federal Award Identification Number:	NU27DD00031
Assistance Listing:	DISABILITIES PREVENTION	Federal Award Date:	6/16/2022
Assistance Listing Number:	93.184	Funding Amount:	\$9049.00

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 04/01/2023.
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - 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.

Contract with Utah Department of Health & Human Services and San Juan County, Log # 2324110

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams Date
County Commission Chair

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

Attachment A
San Juan County Health Department
Violence & Injury Prevention Program
Contract Period: July 1, 2022 – September 30, 2023

Amendment 1
Effective Date: April 1, 2023

I. FUNDING:

- A. *(added)* Amendment 1 is increasing the funding by \$9,049.00 in federal funds.
- B. *(updated)* New contract total funding is \$51,295.00 in federal funding.
 - 1. Maternal and Child Health Block Grant; activities listed in Attachment B.
 - a) \$10,280.00 for the period of October 1, 2022 to September 30, 2023.
 - 2. Utah Overdose Data to Action Grant; activities listed in Attachment C.
 - a) \$22,156.00 for the period September 1, 2022 to August 31, 2023.
 - 3. Improving the Health of People with Mobility Limitations and Intellectual/Development Disabilities; activities listed in Attachment D.
 - a) \$9,810.00 for the period of August 1, 2022 to July 31, 2023.
 - b) *(added)* \$9,049.00 for the period of April 1, 2023 to July 31, 2023 in Expanded Authority.
- C. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum amount of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
 - 1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
 - 2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
 - 3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the MER submitted to the DEPARTMENT.

II. RESPONSIBILITIES OF DEPARTMENT:

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

III. RESPONSIBILITIES OF SUB-RECIPIENT:

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

IV. ADMINISTRATIVE REQUIREMENT:

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

V. (added) AMENDMENTS AND TERMINATION:

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

VI. (added) OUTCOMES FOR DISABILITIES ACTIVITIES:

The desired outcomes of this contract are:

- A. An increase in fair and equitable opportunities for all Utahns to be healthy and safe.
 - 1. Performance Measure: This will be measured over time by the following indicators:
 - a) Percent of Utah Small Areas that reduce their risk of health disparities as measured by the Health Improvement Index.
 - b) Percent of Utah adults and children reporting that their physical health is good or better.
 - c) Rate of obesity and related chronic conditions.
 - 2. Reporting:
 - a) Post-assessments will be required as an evaluation measure for the staff training and used for reporting purposes.
 - b) The DEPARTMENT will assist in administering and collecting the post-assessments for training events it organizes and provides.
 - c) If SUB-RECIPIENT hosting onsite training is provided by an approved disability expert, the post-assessments will be administered by the training provider. The post-assessments will be shared by either the training provider or the local health district with the DEPARTMENT.
 - d) The SUB-RECIPIENT will submit their evaluation plan that measures their Policy, system and environmental (PSE) objectives to the DEPARTMENT.

Attachment D
San Juan County Health Department
Violence & Injury Prevention Program
Contract Period: September 1, 2022 – August 31, 2023

Amendment 1
Effective Date: April 1, 2023

**Improving the Health of People with Mobility Limitations and
Intellectual/Development Disabilities**

I. DEFINITIONS:

- A. "Accessible" means a site, facility, work environment, service or program that is easy to approach, enter, operate, and use safely and with dignity by a person with a disability. For example, in the case of an in-person health promotion program, an accessible location would allow for someone with a disability to independently enter the building, navigate to a room where the program is held, enter the room, and have a place in the room where they could equally participate with their peers.
- B. "Inclusion" means when all community members:
1. Are presumed competent;
 2. Are recruited and welcomed as valued members of their community
 3. Fully participate and learn with their peers; and
 4. Experience reciprocal relationships.

II. FUNDING:

- A. *(added)* Amendment 1 is increasing the funding by \$9,049.00.
- B. *(updated)* New total funding is \$18,859.00
1. \$9,810.00 for August 1, 2022 to July 31, 2023.
 2. *(added)* \$9,049.00 for April 1, 2023 to July 31, 2023.
- C. The DEPARTMENT agrees to reimburse the SUB-RECIPIENT up to the maximum of the contract for expenditures made by the SUB-RECIPIENT directly related to the program.
1. Unless otherwise provided, allowable expenditures include wages and salaries, fringe benefits, current expenses, and travel and mileage.
 2. The SUB-RECIPIENT shall report monthly expenditures on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.
 3. The amount reimbursed is based on the services provided by the SUB-RECIPIENT as reported each month on the Monthly Expenditure Report (MER) submitted to the DEPARTMENT.

III. DEPARTMENT CONTACT:

- A. The day-to-day program contact is Anna Braner, abraner@utah.gov at (385)418-9740.

IV. RESPONSIBILITIES OF SUB-RECIPIENT:

The SUB-RECIPIENT shall:

- A. Develop an Action and Evaluation Plan using the template provided by the DEPARTMENT (or your own). The Action Plan should foster organizational change to increase access and inclusion in at least one of the five inclusion domains:
1. Built environment;
 2. Services;
 3. Instruction (training & education);

4. Equipment and technology; and
 5. Organizational policy by including a combination of goals, objectives, strategies, and activities. Funding will support ongoing instruction (staff training) objectives and/or policy, system and environmental changes. SUB-RECIPIENT may choose one or both of these options to fulfill their contractual requirements.
- B. Disability Access and Inclusion Staff Training
1. SUB-RECIPIENT staff (any staff assigned by the health officer) will attend training on disability access and inclusion, supported or organized by DEPARTMENT.
 2. Flexibility exists for SUB-RECIPIENT who would like to use funds to host staff training onsite within their jurisdiction using a DEPARTMENT approved disability content expert (e.g., Utah State University Institute for Disability Research, Policy and Practice <https://idrpp.usu.edu/about/divisions>).
 3. Training content will focus on the laws, regulations, and principles of access and inclusion (including Title II of ADA and website/document accessibility) and the framework and tools for adapting programs, services, and information to be inclusion.
- C. Policy, system and environmental changes (PSE)
1. Implement policy, system, and environmental changes based on gaps/barriers identified in the YR1 needs assessment. For example, funds may support SUB-RECIPIENT identified actions to address gaps/barriers in programs, services, equipment/technology, organizational policy/procedure, and the built environment to increase inclusion and access for adults with disabilities.
- V. *(added)* **OUTCOMES:**
- A. The DEPARTMENT expects these activities to increase fair and equitable opportunities for all Utahns to be healthy and safe.
- B. Performance Measure: This will be measured over time by the following indicators:
1. Percent of Utah Small Areas that reduce their risk of health disparities as measured by the Health Improvement Index.
 2. Percent of Utah adults and children reporting that their physical health is good or better.
 3. Rate of obesity and related chronic conditions.
- C. Reporting:
1. Post-assessments will be required as an evaluation measure for the staff training and used for reporting purposes.
 2. The DEPARTMENT will assist in administering and collecting the post-assessments for training events it organizes and provides.
 3. If SUB-RECIPIENT hosting onsite training is provided by an approved disability expert, the post-assessments will be administered by the training provider. The post-assessments will be shared by either the training provider or the local health district with the DEPARTMENT.
 4. The SUB-RECIPIENT will submit their evaluation plan that measures their PSE objectives to the DEPARTMENT.



COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

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

RECOMMENDATION: Approve

SUMMARY

The funding enables San Juan Public Health (SJPH) to provide HIV counseling, case investigation, and infection control and partner with organizations who provide HIV testing.

This contract is supervised by the Nursing Director and implemented by the Epidemiologist.

HISTORY/PAST ACTION

Approval of the previous HIV prevention-related federal contracts with San Juan County.

FISCAL IMPACT

New total of reimbursable funding is \$1,000.00 for the period January 1, 2023 to December 31, 2023. The original amount was \$250.00. The funding will be increased by \$750.00 in federal funds.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2334609
Department Log Number

232701206
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - HIV Prevention 2023 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:** The purpose of this amendment is to increase the contract amount and replace Attachment "A", in exchange for continued services.
4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$250.00. The funding will be increased by \$750.00 in federal funds. New total funding is \$1,000.00
2. Attachment "A", effective May 1, 2023, is replacing Attachment "A", which was effective January 2023. The document title is changed. Article "II" Definitions, Section D. is added, Section E. is changed. Article "III" Funding, Section A.2. is added. Article "VI" Responsibilities of the Subrecipient, Section A.2.b., Section A.8., and Section A.8.a., are changed. Article "VII" Responsibilities of the Department, Section E. is changed, and Article "IX" is added.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	Utah HIV Surveillance and Prevention Project	Award Number:	6 NU62PS924568-05-04
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NU62PS924568
Assistance Listing:	HIV PREVENTION ACTIVITIES_HEALTH DEPARTMENT BASED	Federal Award Date:	4/11/2023

Assistance Listing Number:	93.940	Funding Amount:	\$750.00
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All other conditions and terms in the original contract and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 05/01/2023.
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - 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.

Contract with Utah Department of Health & Human Services and San Juan County, Log # 2334609

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Bruce Adams Date
County Commission Chair

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

Attachment A: Special Provisions

San Juan County - HIV Prevention 2023 - Amendment 1

Effective Date: May 1, 2023

I. GENERAL PURPOSE:

- A. The general purpose of this contract is to provide HIV testing, partner services and disease investigation.

II. DEFINITIONS:

- A. "CDC" means The Centers for Disease Control and Prevention.
- B. "Department" means Utah Department of Health and Human Services, HEART (HIV/STD Elimination, Analysis, Response and Treatment).
- C. "Education" means one-on-one discussion and distribution of educational materials.
- D. "EvaluationWeb®" means a secure web application for data collection and reporting.
- E. "High-risk individual" means men who have sex with men, injecting drug users, pregnant women, children of HIV-positive women, individuals with a prior STD diagnosis, hemophiliac/blood product recipients, sexual assault victims, individuals with a significant occupational exposure, individuals who exchange sex for drugs/money or other commodities, individuals with a history of alcohol/drug abuse and the sex partner of any of the above.
- F. "Network" means a collection of at least three persons believed to be part of the same web of recent and/or ongoing HIV transmission based on similarities in time of diagnosis, clinical characteristics, and residence at the time of diagnosis.
- G. "PEP" means post-exposure prophylaxis.
- H. "PrEP" means pre-exposure prophylaxis.
- I. "Rapid HIV testing" means whole blood specimens processed at the Subrecipient's clinic, with same-visit results.
- J. "Subrecipient" means Contractor and San Juan County.
- K. "UPHL" means Utah Public Health Laboratory.
- L. "UT-NEDSS" means the DEPARTMENT electronic disease surveillance system.

III. FUNDING:

- A. New total funding is \$1,000.00.
 - 1. \$250.00 for the period January 1, 2023 to December 31, 2023.
 - 2. \$750.00 for the period April 11, 2023 to December 31, 2023.
- B. The DEPARTMENT agrees to reimburse the Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly

related to the program.

- C. The Subrecipient shall submit monthly invoices using the monthly expenditure report.
- D. The Federal funds provided under this agreement are from the Federal Program and award as recorded on the contract pages of this Contract.
- E. Pass-Through Agency: Utah Department of Health and Human Services.
- F. Number assigned by the Pass-through Agency: State Contact Number, as recorded on the contract pages of this Contract.

IV. DEPARTMENT CONTACT:

- A. The day to day program and dispute contact is Kim Farley, kimfarley@utah.gov, (801) 538-6287.

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

- A. The Subrecipient shall provide services in accordance with the following standards, protocols, policies, procedures and guidelines (in the event that the cited standards, protocols, policies, procedures and guidelines are revised or amended, the latest data will be applicable to this Contract):
 1. *Centers for Disease Control's HIV Counseling, Testing and Referral Standards and Guidelines, 2001;*
 2. *Centers for Disease Control's Technical Guidance on HIV Counseling, 1993;*
 3. *Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health Care Settings. MMWR, September 22, 2006;*
 4. *Instructions/Protocols for completing CDC Counseling and Testing Worksheets, Interview Records (CDC 73.54) and Field Records (CDC 3.2936S);*
 5. *HIV Partner Counseling and Referral Services Guidance, December 30, 1998, Public Health Service, CDC;*
 6. *Advancing HIV Prevention: New Strategies for a Changing Epidemic. MMWR, April 18, 2003;*
 7. *Recommendations for Partners Services Programs for HIV Infection, Syphilis, Gonorrhea, and Chlamydial Infection. MMWR, October 30, 2008*
 8. *Fundamentals of HIV Prevention Counseling, 2009.*

VI. RESPONSIBILITIES OF THE SUBRECIPIENT:

- A. For Counseling and Testing the Subrecipient shall:
 1. Provide rapid HIV testing and counseling to residents residing in the Subrecipient's jurisdiction through clinic and or targeted testing efforts:
 - a. Obtain and maintain a Clinical Laboratory Improvement Amendments Certificate of Waiver to provide rapid HIV testing services;

- b. Purchase rapid HIV testing supplies as needed.
 2. Conduct conventional HIV testing, collecting whole blood specimens processed by the UPHL:
 - a. Deliver whole blood specimens to the UPHL at the SUB-RECIPIENT's expense;
 - b. Meet UPHL requirements for processing including: labeling, requisition form, etc.;
 3. Ensure that a minimum of 85% of individuals tested for HIV receive their results and 100% of those who test positive for HIV receive their test result in person;
 4. For newly identified HIV positive individuals, initiate follow-up for patients who fail to return for test result;
 5. Provide an active referral to HIV medical care to all individuals who test positive for HIV by scheduling a medical appointment with a medical provider at the University of Utah Hospital, Infectious Disease Clinic, or a medical provider of the patient's choosing;
 6. Provide HIV prevention referrals to all individuals being tested for HIV, regardless of sero-status, such as but not limited to the following: tuberculosis screening, sexually transmitted diseases testing, condom distribution, PrEP, PEP, Comprehensive Risk Counseling Services, and Highly Active Anti-Retroviral Therapy;
 7. Ensure that all staff conducting HIV counseling and testing have completed the HIV Testing and Counseling Training, provided by the DEPARTMENT;
 8. Submit to DEPARTMENT or enter into EvaluationWeb®, completed HIV Test Forms by the 15th of the month following the end of the reporting month:
 - a. Submit to DEPARTMENT or enter into EvaluationWeb®, within 30 days of a positive test event, the corresponding HIV Test Form Part ONE and Part TWO information;
 - b. Create a new morbidity event in UT-NEDSS, within two working days of an individual testing positive for HIV;
 - c. Create a new contact record in UT-NEDSS for each named partner of an individual testing positive for HIV.
- B. For Case Investigation and Partner Services the Subrecipient shall:
 1. Investigate all potential HIV cases assigned to the Subrecipient within 30 days of diagnosis:
 - a. Complete minimum dataset requirements, as outlined in the DEPARTMENTS HIV Disease Plan, for HIV case morbidity reports and HIV contact events (<http://health.utah.gov/epi/diseases/hiv/avids/plan.pdf>);
 - b. Add notes to UT-NEDSS elicited during the investigation from cases and contact events;

- c. Verify that the individual attended a medical appointment within 30 days of client first testing positive for HIV;
 - d. Ensure all HIV case investigations assigned to the Subrecipient in UT-NEDSS receive a workflow status of "Approved by LHD" within 30 days of diagnosis;
 - e. Assist in the response and investigation of HIV network and outbreak control efforts communicated by the DEPARTMENT and the CDC;
 - f. Attend monthly network response calls when networks are identified by the DEPARTMENT that contain cases residing in the Subrecipient's jurisdiction;
 - g. Attend the new HIV diagnoses cohort review committee by sending a minimum of one representative who is prepared to discuss cases/patients;
 - h. Assist in Linkage to Care initiatives and re-engagement to care efforts established by the DEPARTMENT.
 - i. Provide PrEP education for 80% of all MSM who are diagnosed with syphilis or gonorrhea and interviewed by the Subrecipient:
 - 1) Provide PrEP referrals;
 - 2) Provide education to partners if able.
 - j. Develop procedures to notify a spouse of a known HIV-infected patient, as described in the Public Law 104-146, Section 8(a) of the Ryan White Care Authorization Act of 1996.
2. Conduct Partner Services for Subrecipient residents who test positive for HIV within 30 days of diagnosis:
- a. Offer partner notification services to all partners of all individuals who test positive for HIV and make a minimum of three attempts, two by phone, with all contacts named during the investigation;
 - b. Offer free HIV testing to all partners of all individuals who test positive for HIV;
 - c. Record in UT-NEDSS, within 30 days of referral, information obtained from the investigation by the Disease Intervention Specialists and provides follow up on possible partners, as necessary;
 - d. Provide HIV prevention referrals to all individuals, receiving partner services regardless of sero-status, such as but not limited to the following: tuberculosis screening, sexually transmitted diseases testing, condom distribution, PrEP, PEP, Comprehensive Risk Counseling Services, and Highly Active Anti-Retroviral Therapy;
 - e. Record within 30 days of referral, in UT- NEDSS, the information obtained from the partner HIV testing and

investigation by the Disease Intervention Specialists.

VII. RESPONSIBILITIES OF THE DEPARTMENT:

The DEPARTMENT agrees to:

- A. Provide information and/or updates including: standards, protocols, procedures, information on current issues, best practices, and HIV Prevention Group, etc.;
- B. Provide HIV Testing and Counseling Training;
- C. Provide technical assistance and consultation for HIV by phone, e-mail, on-site visits and written communications as needed;
- D. Provide items including: client report forms, condoms, and literature based upon availability;
- E. Provide an allotment of at least \$50.00 to be paid to the UPHL on behalf of the Subrecipient to process HIV conventional tests. Charges that exceed this allotment are the responsibility of the Subrecipient;
- F. Provide rapid HIV test kits, as funding allows.

VIII. AMENDMENTS AND TERMINATION:

- A. If the Contract is not amended to add funds, the Contract shall terminate as of December 31, 2023.

IX. Outcomes:

The desired outcome is to reduce transmission of HIV by funding HIV testing and counseling, linkage to care, case investigations, and partner services.

- A. Performance Measured: The number of tests conducted, cases investigated, cases linked to care, partners named and referred for testing.
- B. Reporting: the Subrecipient shall submit data in EvaluationWeb® and UT-NEDSS.



COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

ITEM TITLE, PRESENTER: Approval of San Juan County - TB Prevention and Control Amendment 6 by Grant Sunada, Public Health Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this contract amendment is to provide screening, evaluation, treatment of TB and LTBI in populations displaced from Ukraine, but can be used to support other TB services if we do not receive Ukrainians.

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

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

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

The contract amount for federally reimbursed funding is being changed. The funding amount will be increased by \$1,000.00 for the period February 1, 2023 to September 30, 2023 to provide screening, evaluation, treatment of TB and LTBI in populations displaced from Ukraine, but can be used to support other TB services if tdo not receive Ukrainians.

The original amount was \$6,792.00. New total funding is \$7,792.00.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

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

2025308
Department Log Number

202700576
State Contract Number

1. **CONTRACT NAME:** The name of this contract is San Juan County - TB Prevention and Control Amendment 6.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

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

MAILING ADDRESS

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

Vendor ID: 06866HL
Commodity Code: 99999

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

1. The contract amount is being changed. The original amount was \$6,792.00. The funding amount will be increased by \$1,000.00 in federal funds. New total funding is \$7,792.00.
2. Attachment "A", effective February 1, 2023, is replacing Attachment "A", which was effective January 2023. The document title is changed, Article "III" Section A is changed, and A.7, is added, Article "V" Standards, Protocols, Policies/Procedures, Guidelines, Section C, is changed, and Article "XI" is added.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

Federal Program Name:	Utah TB Prevention and Control Project - Ukraine Supplemental Funds	Award Number:	6 NU52PS910197-04-01
Name of Federal Awarding Agency:	Centers for Disease Control and Prevention	Federal Award Identification Number:	NU52PS910197
Assistance Listing:	PROJECT GRANTS AND COOPERATIVE	Federal Award Date:	1/30/2023

	AGREEMENTS FOR TUBERCULOSIS CONTROL PROGRAMS		
Assistance Listing Number:	93.116	Funding Amount:	\$1000.00

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

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 02/01/2023

- 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - 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

San Juan County - TB Prevention and Control Amendment 6

Effective Date: February 1, 2023

I. DEFINITIONS:

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

II. PURPOSE:

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

III. FUNDING:

- A. New total funding is \$7,792.00.
 - 1. \$574.00 for the period January 1, 2020 to March 31, 2020.
 - 2. \$1,722.00 for the period April 1, 2020 to December 31, 2020.
 - 3. \$2,296.00 for the period January 1, 2021 to December 31, 2021.
 - 4. \$250.00 for the period January 1, 2022 to December 31, 2022.
 - 5. \$750.00 for the period January 1, 2022 to December 31, 2022.
 - 6. \$1,200.00 for the period January 1, 2023 to December 31, 2023.
 - 7. \$1,000.00 for the period February 1, 2023 to September 30, 2023 to provide screening, evaluation, treatment of TB and LTBI in populations displaced from Ukraine.
- B. This is a Cost Reimbursement contract. The DEPARTMENT agrees to reimburse the SUBRECIPIENT up to the maximum amount of the contract for expenditures made by the SUBRECIPIENT directly relating to the program
- C. Funds cannot be used for the purchase of any medications.
- D. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.

- E. Pass-through Agency: Utah Department of Health and Human Services.
- F. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.

IV. INVOICING:

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

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

The SUBRECIPIENT shall:

- A. Comply with all State and Federal laws including:
 - 1. Utah Administrative Code 388-804, "Special Measures for the Control of Tuberculosis" (<https://rules.utah.gov/publicat/code/r388/r388-804.htm>).
 - 2. Utah Administrative Code 386-702, "Communicable Disease Rule" (<https://rules.utah.gov/publicat/code/r386/r386-702.htm>).
- B. The SUBRECIPIENT shall conduct TB prevention and control activities as detailed in Section VI in accordance with the Centers for Disease Control and Prevention and American Thoracic Society recommendations and the Utah Department of Health's Tuberculosis Control Program.

1. (<https://www.cdc.gov/tb/publications/guidelines/treatment.htm>).
 2. (<https://www.cdc.gov/tb/publications/guidelines/testing.htm>).
 3. (<http://health.utah.gov/epi/diseases/TB/>).
- C. The SUBRECIPIENT shall use the National TB Program Objectives and Performance Targets for 2025 to plan, implement and monitor TB prevention and control activities (https://www.cdc.gov/tb/education/pdf/2025_TB_Objectives.pdf).

VI. RESPONSIBILITIES OF THE SUBRECIPIENT:

- A. Case Management and Treatment
The SUBRECIPIENT shall increase the proportion of:
1. Patients whose diagnosis is likely to be ATBD who are started on the recommended initial 4-drug regimen.
 2. TB patients with positive AFB sputum-smear results who initiate treatment within seven days of specimen collection.
 3. TB patients ages 12 years or older with a pleural or respiratory site of disease who have a sputum culture reported.
 4. TB patients with positive sputum culture results who have documented conversion to negative results within 60 days of treatment initiation.
 5. Patients with newly diagnosed ATBD for whom 12 months or less of treatment is indicated who complete treatment within 12 months.
 6. TB patients who have a HIV test result reported.
 7. TB patients that complete treatment via Directly Observed Therapy.
- B. Contact Investigations
The SUBRECIPIENT shall increase the proportion of:
1. TB patients with positive AFB sputum-smear results who have contacts elicited.
 2. Contacts to sputum AFB smear-positive TB cases who are examined for infection and disease.
 3. Contacts to sputum AFB smear-positive TB cases diagnosed with LTBI who start treatment.
 4. Contacts to sputum AFB smear-positive TB cases diagnosed with LTBI who complete treatment.
- C. Examination of Immigrants and Refugees
The SUBRECIPIENT shall:
1. Increase the proportion of immigrants and refugees with abnormal chest radiographs read overseas as consistent with TB who:
 - a) Initiate a medical examination within 30 days of notification.
 - b) Complete a medical examination within 90 days of notification.
 - c) Are diagnosed with LTBI or have radiographic findings consistent with prior pulmonary TB on the basis of the examination in U.S. for whom treatment was recommended start treatment.
 - d) Are diagnosed with LTBI or have radiographic findings consistent with prior pulmonary TB on the basis of the examination in U.S. for whom treatment was recommended complete treatment.
- D. Prevention and Control Activities
The SUB-RECIPIENT shall:

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

E. TB Medication

The SUB-RECIPIENT shall:

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

VII. REPORTING REQUIREMENTS:

The SUBRECIPIENT shall:

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

VIII. RESPONSIBILITIES OF THE DEPARTMENT:

The DEPARTMENT may:

- A. Provide program information/updates pertaining to the services provided by the SUBRECIPIENT which may include program statistics, information/publications on current issues, best practices, etc.
- B. Provide training for TB screening and certification, contact investigation, and targeted case management for Medicaid-eligible clients as requested.
- C. Provide technical assistance and medical consultation to the SUB-RECIPIENT for TB by phone, e-mail, on-site visits and written communications as needed.
- D. Provide client report forms, literature, and special event packets/materials at no cost to the SUBRECIPIENT.
- E. Provide laboratory services to support the TB programs at no cost to the

SUBRECIPIENT: AFB smears; determining the presence of *M. tuberculosis* complex; and, first-line drug susceptibility testing. All other laboratory testing shall require prior authorization by the TB Control Program Manager and shall be evaluated on a case-by-case basis.

- F. Reimburse the SUBRECIPIENT for approved tuberculosis medications as listed in Attachment C and approved pharmacy co-pays.
- G. Aid with non-adherent TB patients which is not limited to, but may include, facilitating an admission to the University of Utah Medical Center Secure TB Unit.

IX. DEPARTMENT CONTACT:

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

X. AMENDMENTS AND TERMINATION:

- A. If the Contract is not amended to add funds, the Contract shall terminate as of December 31, 2023.

IX. OUTCOME MEASURES:

The desired outcome of this contract is to keep the incidence of TB disease to fewer than 1.3 cases per 100,000 in the state of Utah.

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

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the “Service Provider”):

Service Provider:	TM Premier Services Inc	Contact Phone Number:	435-459-9265
Contact Person:	Thomas Wigginton	Contact Email Address:	info@tmpremierservices.com
Address:	PO Box 791 Monticello, UT 84535	Type of Service:	Landscape Maintenance

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

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, desires to provide the contractual services under this contract listed in the Scope of Services and described in the Proposal attached as “Exhibit A”.

The parties therefore agree as follows:

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

Contractor shall perform and carry out the duties listed below, in a satisfactory, professional manner to enhance the premises of the San Juan County 6 properties. The contractor shall provide the management, supervision, manpower, equipment, transportation, materials, supplies and any other items needed to perform the Weekly lawn mowing and trimming at the following county facilities:

- County Administration Building (117 South Main in Monticello)
- Public Safety Building (297 South Main in Monticello)
- Monticello Annex Building (264 South 100 East)
- Monticello Library (80 North Main in Monticello)
- Blanding Library (25 West 300 South in Blanding)
- Blanding Annex (62 East 200 South in Blanding)

Spring and Fall clean-up shall consist of one (1) site visit in April and one (1) site visit in November. Spring clean-up to be completed by May 30th. Fall clean-up scheduled to be completed by October 24th. The site visits shall include a general clean up, the removal and disposal of all accumulated debris. This debris shall include, but not be limited to: leaves, pine cones, pine needles, paper, trash, dead plant debris, cleanup of gutters, and etc. all collected debris is to be removed from the site at no additional charge to San Juan County.

The Contractor shall aerate all turf areas twice per year in May and in October or November.

Weekly Mowing, Trimming and Clean-Up - The Contractor shall mow turf areas once every seven (7) days, weather permitting. All lawns and grassy areas shall be mowed to a minimum height of three (3) inches during the hotter months to conserve water and reduce evaporation and drying effect of the lawns. Mowing 3 inches or less during initial mowing in May and final mowing in October to present a neat and attractive appearance, grass clippings do not need to be bagged except on the first and last mowing of the season.

Pick up and remove trash and debris from the County sites include fence lines and lawns prior to mowing. Remove all grass clippings from sidewalks, driveways, building entries, doorways and parking areas at County sites. All grass and debris must be picked up and disposed of properly. All areas where turf meets barricades, fences, trees, sewer openings, landscaping or other protrusions/fixtures must be neatly trimmed at each visit. Special care must be taken while trimming around trees and Shrubs. “Weed-eater” type trimmers must not be used adjacent to trees and shrubbery. Hard edging of all sidewalks, driveways and curbs once per season and as needed. Weekly soft trimming all edges adjacent to shrub beds, trees, and buildings, tree trunks to be protected from damage. Estimated twenty-four (24) weekly cuts during the season of the Contract. Season shall be approximately May through October. Only mowing equipment that will not damage the grounds or the irrigation systems may be used on the Properties.

Damage to irrigation systems shall be reported to the Director. Negligent Damage to irrigation systems will not be covered by the contractor.

2. Compensation.

- A. The Service Provider will invoice San Juan County monthly for the previous months service. The Service Provider will issue a separate invoice for each facility each month. The sum total for all invoices shall not exceed \$7,280.00 for the year 2023.
- B. San Juan County shall mail its payment to the Service Provider within 30 days after receipt of the invoices from the Service Provider, unless the parties agree, in writing, to alternative payment arrangements.
- C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
- D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
- F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

3. Effectiveness, Date, and Termination.

This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on November 30, 2023 at 11:59 p.m. This contract may be renewed on an annual basis at the discretion of San Juan County but not to exceed a total of five (5) years.

4. Early Termination.

- A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 8.
- B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.
- C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County's notice is effective under section 8.
- D. San Juan County may terminate this contract, which termination will be effective at the time San Juan County's notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not 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.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
 - (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer's warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.

- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days of San Juan County’s notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- E. The Service Provider shall assign and deliver to San Juan County all manufacturers’ warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

6. Insurance. The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers’ Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers’ Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the “Certificates/Records”). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County’s request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

7. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against San Juan County, San Juan County’s officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees (“San Juan County Indemnitees”) that arises out of this contract or the acts or omissions of Service Provider (each, a “Claim”), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”) and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (“Litigation Expense”) (Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.

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

<u>San Juan County</u>		<u>Service Provider</u>
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	<u>With a copy to:</u> San Juan County Attn: Attorney’s Office PO Box 9 Monticello, UT 84535	TM Premier Services Inc PO Box 791 Monticello, UT 84535

9. Independent Contractor. The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.

- 10. Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents reference, contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
- A. Any discretion granted under this contract;
 - B. Any right to satisfy a condition under this contract;
 - C. Any remedy under this contract; or
 - D. Any obligation imposed under this contract.
- Any purported transfer in violation of this section will be void.
- 12. Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 14. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- 15. Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 16. Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

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

Item 17.

<p>SAN JUAN COUNTY</p> <p>By: _____ Bruce Adams, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman Duncan San Juan County Clerk/Auditor Date: _____</p>	<p>TM PREMIER SERVICES INC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Exhibit A
Proposal



Proposal

San Juan County Landscaping Maintenance



Table Contents

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Qualifications

1. Over 16 years of Pest management, and Landscaping Maintenance Experience
2. Licenses Thomas Wigginton- UT # 4001-1612 since 2009
3. Use of Latest techniques of Integrated Pest Management (IPM)
4. Use of TOP Scheduling Program Work Wave
5. Use of Latest Equipment, 2021,2022 John deer Mower. Two Walker Mower system. Electric and gas power trimers. We use top grade commercial equipment
6. Each member, each year, has 12 hr. of Continuous Education Units or CEU (training Classes)
7. Local Business
8. Family owned and Operated
9. Fully Insured Company



Current Jobs/References

- Maverick Fuel stations, Blanding, Monticello, Monticello, Moab, Green river. Our responsibilities are to maintain not only the turf areas but also the irrigation systems. We are also required to to keep trash and debris clean up
- Mill Creek Pueblo Moab UT, we are to oversee the entire HOA subdivision ground maintenance. This includes weed management, bush and tree maintenance, turf maintenance, and irrigation.
- Desert River Credit Union we are to oversee all credit unions ground maintenance. This includes weed management, bush and tree maintenance, turn maintenance and irrigation.
- Family Dollar stores Blanding Monticello, responsibilities are to maintain all landscaping.
- Here are a list of other location we take care of there ground/landscaping Zions bank, wells Fargo, Quality suits Moab, Mountain America.



Service Information

Landscaping Maintenance

Services

- Spring cleanup in April and Weather Permits
- Mowing Turfs May 1st -October 31st every Monday, for a new clean work week 24 Mowing
- Trim tall grasses along planter around hard surfaces etc. Weekly
- Aerating turf areas twice yearly spring and fall
- Pick up Trash and Debris weekly
- Blow offside Walks and Curbs weekly
- Sidewalk edging, once a month on the 2nd Monday of each month.
- Fall Cleanup Before October 31st

Locations:

1. County Administration Building (117 South Main in Monticello)
2. Public Safety Building (297 South Main in Monticello)
3. Monticello Annex Building (264 South 100 East)
4. Monticello Library (80 North Main in Monticello)
5. Blanding Library (25 West 300 South in Blanding)
6. Blanding Annex (62 East 200 South in Blanding)



Cost Break Down

Cost Per Mowing all location

- Mowing, trimming, picking up trash, blowing.
\$270 Week \$6,480 Year
- Fall and Spring Cleanup.
\$200 per yearly \$400
- Aerating
\$200 per Yearly \$400

Total Yearly Contact \$7,280.00





COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the Contract for \$7,280 to TM Premier Services, Inc. for Landscape Services at Multiple Locations in San Juan County. Sam Long, Facilities Maintenance Supervisor.

RECOMMENDATION: Approve the Contract

SUMMARY

This is to consider hiring an outside vendor to perform mowing and aerating services at various locations in the County. Currently the Maintenance staff is limited and each week the mowing is required but it takes away one of our only two employees to perform that service. We also need to upgrade our equipment, which alone is over \$4,000. In a test of reasonableness, staff requested proposals to find out if it is economically viable to outsource this service. Results of that process indicate that with time and costs of equipment, that it is reasonably fiscal prudent to outsource this service.

HISTORY/PAST ACTION

On May 16, 2023, the Board of Commissioners approved the Notice of Award to TM Premier Services, Inc.

FISCAL IMPACT

Total and final bid pricing on an annual basis is \$7,280.

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the “Service Provider”):

Service Provider:	LeGrand Johnson Construction Co	Contact Phone Number:	435-259-5809
Contact Person:	Danielle Hansen	Contact Email Address:	Danielle.Hansen@ljcc.com
Address:	4910 Old Airport Road Moab, UT 84532	Type of Service:	Asphalt Paving

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

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, desires to provide the contractual services under this contract listed in the Scope of Work along with the proposal attached as “Exhibit A”.

The parties therefore agree as follows:

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

San Juan County is seeking an individual, team, or company that will satisfy all of the following:

At the County Administration Building located at 117 South Main Street in Monticello, Utah, pulverize existing asphalt surface, compact, and slope grade of existing asphalt for appropriate drainage. Add a top layer of asphalt pavement with a 3” hot mix asphalt.

At the Monticello Library located at 80 North Main in Monticello, Utah, pulverize existing asphalt surface, compact, and slope grade of the existing asphalt for appropriate drainage at the East end of parking lot. Pave east end of parking lot with 3” hot mix asphalt. Pave remainder of parking lot with 1 ½” hot mix asphalt overlay.

At the Blanding Library at 25 West 300 South in Blanding, Utah, pulverize existing asphalt surface, compact, and slope grade of the existing asphalt for appropriate drainage. Pave with 3” hot mix asphalt.

Contractor shall provide controls to ingress and egress to the property, parking lots and buildings at all times during construction.

Parking lots shall be stripped appropriately using standard parking widths with properly designated ADA stalls if applicable.

Parking lots shall be seal coated after the appropriate cure takes place.

Removal of any debris or leftover asphalt is the responsibility of the Contractor.

2. Compensation.

- A. Upon the Service Provider’s completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider \$266,556.46.
- B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
- C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
- D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
- F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

- 3. Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date the agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on July 31, 2024 at 11:59 p.m.
- 4. Early Termination.**
- A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 8.
 - B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.
 - C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County's notice is effective under section 8.
 - D. San Juan County may terminate this contract, which termination will be effective at the time San Juan County's notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not 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.
 - E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.
- 5. Warranties.**
- A. The Service Provider warrants to San Juan County that:
 - (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer's warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
 - B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
 - C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
 - D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
 - E. The Service Provider shall assign and deliver to San Juan County all manufacturers' warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.
- 6. Insurance.** The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:
- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;
 - B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and

C. A valid Workers Compensation and Employers’ Liability insurance policy with minimum limits as required by U If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers’ Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the “Certificates/Records”). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County’s request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

7. **Indemnification.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against San Juan County, San Juan County’s officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees (“San Juan County Indemnitees”) that arises out of this contract or the acts or omissions of Service Provider (each, a “Claim”), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”) and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (“Litigation Expense”) (Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.

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

<u>San Juan County</u>	<u>Service Provider</u>
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	LeGrand Johnson Construction Co 4910 Old Airport Rd Moab, UT 84532
<u>With a copy to:</u> San Juan County Attn: Attorney’s Office PO Box 9 Monticello, UT 84535	

9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.

10. **Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.

11. **Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
A. Any discretion granted under this contract;
B. Any right to satisfy a condition under this contract;
C. Any remedy under this contract; or
D. Any obligation imposed under this contract.

Any purported transfer in violation of this section will be void.

12. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.

13. **Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.

14. Governing Law; Exclusive Jurisdiction. Utah law governs any Proceeding brought by one party against the other arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.

15. Severability. The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

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

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

<p>SAN JUAN COUNTY</p> <p>By: _____ Bruce Adams, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman Duncan San Juan County Clerk/Auditor Date: _____</p>	<p>LEGRAND JOHNSON CONSTRUCTION CO</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Attachment A

San Juan County RFP Form

Respondent Information: Provide the following information about yourself and your company.

Respondent Name: Kilgore Companies dba Lebrand Johnson
(Note: give exact legal name as it will appear on the contract, if awarded)

Address: 4910 Old Airport Rd

City: Moab State: UT Zip: 84532

Business Structure:

- Individual or Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Other, list business structure _____

Insurance Certificate: _____ Copy of insurance certificate, or You are willing to get the proper insurance requirements if awarded the contract during contract negotiation.

Contact Information: List the one person who San Juan County or their representative may contact concerning your proposal.

Name: Ryan Holyoak
Telephone Number: 435-220-0049
E-Mail: ryan.holyoak@ljcc.com

Final Bid/Pricing Structure:

\$266,556.46

By submitting this proposal, Kilgore Companies dba Lebrand Johnson hereby certifies our willingness to enter into a contract with San Juan County, if selected.

Signature Russell A. Larson Date 5-11-23
Russell A. Larson
President

**LeGRAND JOHNSON CONSTRUCTION CO.
SOUTHERN PAVING DIVISION**



4910 Old Airport Rd. • MOAB, UT 84532 • (435) 259-5809 FAX (435) 259-5675

May 11, 2022

San Juan County Government
117 South Main Street
Monticello, UT 84535

RE: Bid# 2600631
SJ County Parking Lot R&R Project

Dear Mr. McDondald,

Please accept this bid for the above mentioned project. See key employees and contacts below...

Ryan Holyoak - Area Manager - 435-220-0049 - ryan.holyoak@ljcc.com
Mitch Peterson - Superintendent - 435-260-8199 - mitch.peterson@ljcc.com
Danielle Hansen - Project Manger - 970-773-1087 - danielle.hansen@ljcc.com

Sincerely,

Danielle Hansen

Danielle Hansen
Project Manager

**LeGRAND JOHNSON CONSTRUCTION CO.
SOUTHERN PAVING DIVISION**



4910 Old Airport Rd. • MOAB, UT 84532 • (435) 259-5809 FAX (435) 259-5675

May 11, 2022

San Juan County Government
117 South Main Street
Monticello, UT 84535

RE: Bid# 2600631
SJ County Parking Lot R&R Project

Dear Mr. McDondald,

Please accept the below contacts as references for the above mentioned bid:

Coughlin Company - St George, UT - 435-301-2236
Ellisco - Mapleton, UT - 801-380-7832
Straight Stripe - St George, UT - 435-680-8517
UDOT - Moab, UT - 435-691-0942

Sincerely,

Danielle Hansen

Danielle Hansen
Project Manager



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.
Executive Director

TERIANNE S. NEWELL, P.E.
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.
Deputy Director of Engineering and Operations

June 17, 2022

Kilgore Companies, LLC
ATTN: Tim Nevenner
7057 W 2100 S
P O Box 84044
Magna UT 84044

Gentlemen:

The Prequalification Board for Contractors of the Utah Department of Transportation is pleased to advise you that your organization has been prequalified in the following amount and classification.

AMOUNT: Unlimited (\$ 4,489,575,000)

CLASSIFICATION: Grading; Drainage; Miscellaneous – Crushed Gravel/Stone, Roadmix Asphalt

This prequalification extends to July 1, 2023.

For further information regarding UDOT heavy highway construction projects, please reference our Home Page: <http://www.udot.utah.gov/connect>.

Sincerely,

Margaret Gish
Prequalification Specialist
Prequalification Board
Phone: (801)965-3835
E-mail: margaretgish@utah.gov



2020-2015 Completed Project References

US Department of Transportation - Federal Highway Administration - Jim Kerrigan

12300 W. Dakota Avenue, Suite 360, Lakewood, Colorado 80228

720-963-3362 / james.kerrigan@dot.gov

2018 - FTNP ARCH 10(2) Arches National Main Entrance and Overlook Roads \$14,405,610.15

Colorado Department of Transportation - Craig Snyder, Resident Engineer

606 South 9th Street, Grand Junction, Colorado 81501

970-683-6351 / Fax 970-683-6369 / craig.snyder@dot.state.co.us

2020 - NHPP006A-064 - Resurfacing Hwy 6	\$2,768,378.67
2020 - NHPP0402-090 US 40 Craig East BPM	\$450,818.20
2020 - STR0132-021 SH 13 North of Craig	\$10,873,680.95
2019 - STR065A-022 SH 65 Mesa North	\$6,066,122.20
2019 - NHPP0401-023 US 40 Overlay	\$2,167,529.65
2018 - NHPP5502-096 US 550 Chip Seal	\$662,975.01
2017 - SHE 340A-018 SH 340 Roundabout	\$4,323,054.61
2017 - SH 145 Lizard Head North Chipseal	\$993,489.00
2016 - I-70 From 49 East to Debeque 2015 I-70	\$10,782,911.87

Utah Department of Transportation - D. James Snyder, Engineer

Creamer & Nobel, 35 South 400 West, Ste. 200, St George, Utah 84770

435-637-4677 / jdsnyder@creamerandnoble.com

2020 - UDOT Hwy 191 Wildlife Fencing Phase 2	\$184,378.85
2020 - SR-313 Deadhorse Point to Island In The Sky	\$2,621,649.77
2020 - UDOT SR499(340) SR-95, SR-261, SR275	\$13,459,280.42
2020 - UDOT US 191 SB Left Turn Lane Widening	\$158,237.05
2019 - F-0128(16)0 SR 128-MP 0 to 20.31	\$5,507,478.87
2019 - F-0313(3)8 Island In the Sky to US 191	\$132,254.32
2018 - F-R499(281) US 491 and US 191	\$297,797.20
2018 - SR-46 US 191 to Colorado State Line	\$6,607,102.10
2017 - Monticello Main & US 491	\$293,604.00
2017 - F-0191(123)113 SR 128 MP 112.5 to 124	\$255,305.22

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PROJECT REFERENCES

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Eagle County - George Rousson, County Engineer

500 Broadway, Eagle, Colorado 81631-0850

970-328-8760 / Fax 970-328-3546 / engineering@eaglecounty.us

2018 - Eagle County 2018 Overlay Project	\$1,156,774.80
2018 - Bachelor Gulch Metro District 2018 Road Improvements	\$786,321.10
2017 - Eagle County Overlay	\$385,025.00
2015 - Gypsum to Dotsero Trail 2015 Freedom Park Parking Lot	\$308,169.00

LaPlata County - Aaron McKelvey, County Engineer

26616 Hwy 160 South, Durango, Colorado 81303

2020 - LaPlata County Mill and Overlay 2019 (CR 318,329,330)	\$2,676,869.65
2019 - LaPlata County 24 County Intersections	\$625,591.90

Mesa County Transportation Department - Eric Burton, Supervisor

1000 South 9th Street, Grand Junction, Colorado

2019 - Buckskin Hill Road Improvement	\$1,991,031.50
2017 - Mesa County Overlays	\$3,230,200.00
2016 - Mesa County Overlays	\$3,189,869.00
2015 - Mesa County Fairgrounds Phase II	\$1,359,199.00

Montezuma County, Rob Englehart, Superintendent

1680 N. Dolores Road, Cortez, Colorado 81321

2020 - Montezuma County 2019 Asphalt Supply & Overlay	\$1,751,893.80
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Moffat County - Billy E. Mack - Director Moffat County Road

P.O. Box 667, Craig, Colorado 81626

970-824-3211 / bmack@ci.craig.co.us

2019 - Moffat County Road 4	\$881,197.00
2018 - Colowyo Collom Haul Road	\$8,869,600.44
2015 - County Road 14	\$280,891.00

San Juan County - Ben Musselman

117 South Main Street, Monticello Utah 84535

435-587-3230 / bmusselman@sanjuancounty.org

2020 - San Juan Spanish Valley Roadwork	\$1,029,258.81
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Routt County - Marty Hamilton, Purchasing Manager

P.O. Box 773598, Steamboat Springs, Colorado 80477

2019 - Routt County Board of Commissioners - Routt County Roads	\$1,027,824.30
2018 - Routt County Board of Commissioners - Routt County Road 129	\$717,600.00
2017 - Routt County Overlays	\$800,347.00
2015 - Routt County Overlays	\$3,063,679.00

City of Grand Junction -Justin Vensel

250 North 5th Street, Grand Junction, Colorado 81501

970-244-1554 / justinv@ci.grandjct.co.us

2018 - City of Grand Junction Overlays	\$2,584,413.43
2018 - 7th Street Reconstruction	\$526,780.05
2017 - City of Grand Junction Overlays	\$2,079,249.55
2016 - City of Grand Junction Overlays	\$1,712,124.14

City of Craig - Bill Early, Public Works Director

300 W 4th Street, Craig, Colorado 81625-2713

970-826-2014 / Fax 970-826-2036 / bearly@ci.craig.co.us

2020 - City of Craig Overlays	\$338,580.06
2018 - City of Craig Overlays	\$246,342.49
2017 - City of Craig Overlays	\$216,290.00

City of Moab - Chuck Williams

217 E Center, Moab, Utah 84532

4335-259-5121 / cwilliams @moabcity.org

2020 - Wingate Hotel	
2017 - Moab City Chip Seal	\$356,134.00

City of Monticello - Nathan Langston

17 N 100 E, Monticello, Utah 84535

2017 - Monticello City Chip Seal	\$115,918.00
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City of Blanding - Terry Ekker

12 N Grayson Parkway, Blanding, Utah 8511

435-459-1532 / tekker@blanding-ut.gov

2019 - Blanding City Chip Seal	\$280,613.89
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Town of Eagle - Kevin Sharley, Assistance Engineer

1050 Chambers Avenue, Eagle, Colorado 81631

970-328-6678 / Fax 970-328-6066 / kevin@townofeagle.org

2019 - Eagle Valley Trail	\$621,608.06
2019 - Eagle Valley High School	\$447,351.33
2019 - Eagle Valley Middle School	\$276,533.50
2017 - Town of Eagle Paving	\$390,000.00

Town of Gypsum - Ross Morgan, Community Development

P.O. Box 130, Gypsum, Colorado 81637

970-524-7514 / Fax 970-524-7522 / ross@townofgypsum.com

2020 - Gypsum Street Repair	\$139,835.00
2019 - Gypsum Roundabout	\$268,270.16

Town Of Meeker - Russell Overton, Public Works Superintendent

345 Market Street, Meeker, Colorado 81541

970-878-5530 / streets@town.meeker.co.us

2018 - Town of Meeker Overlays \$515,842.78

2017 - Town of Meeker Overlays \$388,411.00

Town of Vail - Chad Salli, Project Engineer

70 South Frontage Road, Vail, Colorado 81657

970-479-2100 / csalli@vailgov.com

2018 - Town of Vail Overlays \$379,958.48

2018 - West Vail Sewer Paving \$396,264.04

2016 - Town of Vail Overlays \$504,750.00

2015 - Town of Vail Overlays \$519,360.00

Town of Bayfield - Chris Lamay

1199 Bayfield Parkway, Bayfield, Colorado 81122

970-884-9544 / clamay@bayfieldgov.org

2018 - Bayfield Street Project \$451,817.24

Cordillera Metro District - Joe Wilson, General Manager

0408 Carterville Road, Cordillera, Colorado 81632

970-926-1923 / Fax 970-926-5577 / jwilson@cordillerametro.org

2018 - Cordillera Asphalt Repair & Overlay \$507,742.00

2015 - Cordillera Roadway Improvements \$283,374.00

Gateway Metropolitan District - Robert Guion

P.O. Box 645, Basalt, Colorado 81621

970-927-3500 / bobpubworks.com

2016 - Metropolitan District Road Paving \$570,400.00

Beaver Creek Metropolitan District - Matt Wadey

P.O. Box 5390, Avon, Colorado 81620

970-926-3373 / wadey@alpinecivil.com

2018 - Little Bear Parking Lot \$286,867.30

Kraimer North American, LLC - Carl Dewey

1 Plainview Road, Plain, WI 53577

608-546-2311 / Fax: 608 - 546 - 2518 / cdewey@draemerna.com

2020 - I-70G Edwards Interchange Upgrade Phase 2 \$838,353.00

NewStar General Contractors - Kari Ackman

2610 West 2590 South, Salt Lake City, Utah 84119

801-809-5825 / kari@newstargc.com

2020 - Safe Creek at Moab 86130 \$446,666.82

ELAMCONSTRUCTION
PROJECT REFERENCES

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Con-Sy Inc. - Wayne Balderston

719 Arrowst Road, Grand Junction, Colorado 81505
 970-683-1604 / wayne.csi@aol.com
 2019 - Kimball Creek Road Safety Improvement

\$233,858.90

Intrepid Potash - Rick York - Engineer

1 UT - 279, Moab, UT 84532
 435-259-7171 / rick.york@intrepidpotash.com
 2018 - Intrepid Pond Reconstruction 2018 Rental

\$699,058.69

Lakeside Ventures, LLC - Dick Norton - Developer

970-385-4087 / norton richard@yahoo.com
 2018 - Taylor Ranch Subdivision

\$520,874.15

M.A. Concrete Construction - Jeff Nimon

2323 River Road, Grand Junction, Colorado 81505
 970-243-3221 / masoncretenimon@bresnan.net
 2016 - Mesa County Hwy 330 Reconstruction
 2014 - K Road
 2014 - E 1/2 Road Sewer Main Project

\$188,900.00

\$519,017.00

\$2,058,434.00

San Juan Transportation SSD - Ben Giblette

117 S. Main, Monticello, Utah 84532
 435-979-5497 / beng@jonesand demille.com
 2017 - San Juan County Hatch Trading Post Road

\$1,822,748.00

The Korte Company - Craig Mullinks

12441 US Hwy 40, Highland, Illinois 62249
 314-242-0143 / craig.mullinks@korteco.com
 2018 - UNHS Blanding Health Center
 2017 - Montezuma Creek Health Care Parking

\$448,648.85

\$409,211.38

Intermountain Slurry - Taylor Baggs

1000 North Warm Springs Road, Salt Lake City, Utah 84116
 801-869-5114 / taylor.baggs@gcinc.com
 2018 - UDOT US 191 MP 140 to RR Structure

\$605,341.04

Xcel Energy - Serena Chen

2538 Blichman Avenue, Grand Junction, Colorado 81505
 800-895-4999 / serena.h.chen@xcelenergy.com
 2016 - Xcel Parking Lot

\$1,141,059.24

Henderson Builders - Jason Henderson

321 S. Hwy 191, Moab, Utah 84532

435-259-4111 / ihbuilder@frontier.net

2017 - Sky ranch Airport / Lots

\$436,056.00

Southwest Horizon Ranch LLLP - Kim Welty

44 Twin Pines Lane, Durango, Colorado 81303

970-385-7932 - kim.welty@frontier.net

2017 - SW Horizon Ranch Revision 1

\$349,271.30

CRG Construction - Mark Pollock

P.O. Box 1160, Bayfield, Colorado 81122

970-884-7380 / mpollock@crgconstructioninc.com

2018 - Elevation Park at Hope Springs

\$300,293.19

Nelco Contractors - Jim Madsen

P.O. Box 282, Price, Utah 84501

435-630-4405 / jmadsen@nelcocontractors.com

2018 - Moab City 100 West Sewer Project

\$336,473.21

Richardson Van Leeuwen Construction - Todd Mitchell

510 South 600 East, Salt Lake City, Utah 84102

801-355-6881 / tmitchell@rvconst.com

2016 - Moab Marriott Phase II Paving

\$381,872.85

JITA Contracting

65 Mercado Street, Ste 125, Durango, Colorado 81301

970-247-1381 / Fax: 970-247-0338 / Jeremiah@jitacontracting.com

2020 - Mancos School Renovation Phase I

\$273,868.60

Lance Excavating -Diana Lanee

121 N. 600 W., Heber, Utah 84032

435-654-3558 / lanceexcavating@gmail.com

2018 - Blanding City Sewer Project

\$253,435.81

Blue Star Construction - Bo Mather

2350 G Road, Grand Junction, Colorado 81505

970-243-2308 / dmather@aol.com

2016 - Stage Coach Filing #4

\$151,958.75

2016 - Heritage Heights Filing 4,5,6 Earthwork

\$245,525.75

Tri-Hurst Construction, Inc. - Joe Hurst

377 West 300 South, Blanding, Utah 84511
435-678-7660

2020 - San Juan Bluff Elementary School \$239,270.00

K & D Construction, Inc. - Matt Hill

648 North Terrace Drive, Grand Junction, CO 81507
970-255-2099

2020 - Sewer Line Replacement Phase B \$187,713.50

Haselden Construction - Ashley Vesely

1075 Broad Ripple Avenue, Suite 313, Indianapolis, IN 46220
303-751-1478 / Ashleyvesely@haselden.com

2020 - Red Sandstone Elementary Parking Garage \$169,734.48

View Gate Development LLC - Joe Lansdown

221 East 6200 S. Salt Lake City, UT 84121
405-826-7684 / joe.epon@aol.com

2020 - Wingate Moab \$163,513.60

Scott Contracting, Inc. - Abby Capwell

PO Box 1955, Orem, Utah 84059
970-440-2172 / Acapwell@scottcontracting.com

2020 - Aspen Airport Interim Parking \$156,333.76

Hellas Construction - Jeana Sanchez

12710 Research Blvd., Suite 240, Austin, Texas 78759
512-250-2910 / jsanchez@hellasconstruction.com

2016 - Grand Valley High School - Running Track \$153,422.50

Gould Construction Inc. - Rod Johnson

PO Box 130, Glenwood Springs, CO 81602
970-945-7291 / Fax: 9700-945-8371 / rod@gouldconstruction.com

2020 - Castle Creek Trail Widening \$140,680.96

Facilities Contracting, Inc. - Mike Ingham

981 South park Drive, Littleton, CO 80120
303-798-7111 / Fax: 303-798-7199 / mingham@facilitiescontracting.com

2020 - Discount Tire - Hwy 6 \$139,229.60

Trinity Construction - Wesley Coers

PO Box 86, Tooele, UT 84074
435-840-8662 / Fax: 801-7077784 / w.coers@trinityconstruction.org

2020 - SWV & Sewer Improvement District \$130,784.15

Scott Green Excavating - Scott Green

5572 Hwy 6, Gypsum, CO

970-524-7836 / sgegypsum@gmail.com

2020 - Mountain Gateway

\$122,795.50

Dolores Water Conservancy District - Ken Curtis

60 South Cactus Street, Dolores, Colorado 81321

2020 - Dolores Water Conservancy Parking Lot

\$120,989.80

BHI, Inc. - Levi Luck

826 South 1500 East, Vernal, Utah 84078

435-760-9708

2020 - Maverick - Blanding

\$110,446.25

Nunn Construction - Chris Schnurr - Project Manager

925 Elkton Dive, Colorado Springs, Colorado 80907

719-599-7710 / Fax: 719-599-4744 / ap@nunnconstruction.com

2020 - LPC Sheriffs Office Remodel

\$104,594.55

Gouldings Lodge - Wayland LeFont

1000 S. Main Street, Monument Valley, Utah 84536

505-280-6334 / llnapaautoparts@yahoo.com

2020 - Monument Valley Gouldings Asphalt Maintenance 2019

\$102,516.76

**LeGRAND JOHNSON CONSTRUCTION CO.
SOUTHERN PAVING DIVISION**



4910 Old Airport Rd. • MOAB, UT 84532 • (435) 259-5809 FAX (435) 259-5675

May 11, 2022

San Juan County Government
117 South Main Street
Monticello, UT 84535

RE: Bid# 2600631
SJ County Parking Lot R&R Project

Dear Mr. McDondald,

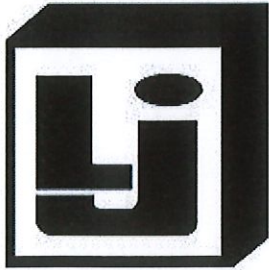
Please accept the below Proposal for the above mentioned bid:

LeGrand Johnson proposes to complete this project, if awarded, during the 2023 construction season. Work will be completed, as discussed during the pre-engineering discussion, per the standards set for constructing parking lots.

Sincerely,

Danielle Hansen

Danielle Hansen
Project Manager



LeGrand Johnson Construction Co.
4910 Old Airport Road
Moab, Utah 84532

Phone 435-259-5809 Fax 435-259-5675
 LeGrand Johnson Construction Co. is an Equal Opportunity Employer

To: San Juan County	Contact:
Address: 117 S Main Monticello, UT 84535	Phone:
	Fax:
Project Name: SJ County Parking Lot R&R Project	Bid Number: 2600631
Project Location: Various Locations, Monticello, UT	Bid Date: 5/11/2023

We are pleased to submit these prices for your consideration.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Blanding Library Parking					
	Blanding Library- Paint, Sealcoating	1.00	LS	\$7,756.00	\$7,756.00
	Blanding Library-Pulverize, Grade And Pave 3" HMA	6,253.00	SF	\$4.34	\$27,138.02
	Mobilization-Blanding Library	1.00	EACH	\$5,403.08	\$5,403.08
Total Price for above Blanding Library Parking Items:					\$40,297.10
Monticello Administration Parking					
	Admin- Pulverize, Grade, And Pave 3" HMA	35,000.00	SF	\$3.95	\$138,250.00
	Mobilization- Admin	1.00	LS	\$10,659.77	\$10,659.77
	Monticello Admin- Paint, Sealcoating	1.00	LS	\$26,594.40	\$26,594.40
Total Price for above Monticello Administration Parking Items:					\$175,504.17
Monticello Library Parking					
	Mobilization- Monticello	1.00	EACH	\$2,941.46	\$2,941.46
	Monticello Library- Paint, Sealcoating	1.00	LS	\$10,115.73	\$10,115.73
	Monticello Library- Pulverize, Grade, And Pave 3" HMA	2,400.00	SF	\$4.45	\$10,680.00
	Monticello Library-1 1/2"HMA Overlay	11,850.00	SF	\$2.28	\$27,018.00
Total Price for above Monticello Library Parking Items:					\$50,755.19
Total Bid Price:					\$266,556.46

Notes:

- Prices may be withdrawn if not accepted within 15 days of receiving this proposal.
- Acceptance of quote based on mutually acceptable schedule.
- Permits, permit fees, signage, traffic control, engineering, construction staking, independent testing, and surveying are not included in this quote.
- Excavation and Stabilization of soft areas, if encountered, are not included. This work will be completed on a time and materials basis per the geotechnical engineer's recommendations.
- Work will be performed under frost-free conditions.
- We cannot guarantee complete drainage in areas that have less than 1.5% of fall.
- These bid conditions, in their entirety, will become a governing part of any contract or subcontract agreement. This shall be accomplished by including a copy of this proposal in the contract or subcontract agreement.
- Final billing will be based on actual quantities installed.
- No work other than what is specifically stated above is included, implied or assumed in the prices quoted.
- Estimate is based upon a 40 hour work week - overtime is not included.
- The above prices do not include Performance and Payment Bond. Add 1.5% if bond is required.

Payment Terms:

General Terms: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather, or delays beyond our control. Owner to carry fire, natural disaster and other necessary insurances. Our workers are fully covered by Workman's Compensation Insurance. We are not responsible for any hazardous materials encountered on this project.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made within **15 days** of monthly billing date. In the event I do not pay for the labor and materials within **30** of monthly billing date, I agree to pay LeGrand Johnson Construction the maximum amount of interest allowable under Utah Law, not to exceed one and one-half percent (1 1/2 %) per month. In the event a dispute arises over payment of the labor and material under this proposal, or any other terms of the proposal, I agree to pay the attorney's fees and/or collection fees incurred by LeGrand Johnson Construction, if LeGrand Johnson Construction is successful in any such dispute.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

LeGrand Johnson

Authorized Signature: _____

Estimator: RHolyoak



COMMISSION STAFF REPORT

MEETING DATE: June 6, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the Contract for \$266,556.46 with Kilgore Companies, dba LeGrand Johnson for Asphalt Repair and Replacement Projects at Multiple Locations in San Juan County. Sam Long, Facilities Maintenance Supervisor.

RECOMMENDATION: Approve the Contract

SUMMARY

In this year's budget we allocated \$250,500 to replace or repair the asphalt surface of the parking lots at the County Administration Building, the Monticello Library, and the Blanding Library.

HISTORY/PAST ACTION

The funding has been allocated with the fiscal capital project budget. On May 16, the Board of Commissioners approve the Notice of Award for these projects.

FISCAL IMPACT

Total and final bid pricing is \$266,556.46 which will require an additional \$16,056.46



McDonald, Mack <mmcdonald@sanjuancounty.org>

Fwd: Blanding Cemetery District

1 message

Stubbs, Silvia <sstubbs@sanjuancounty.org>
To: "McDonald, Mack" <mmcdonald@sanjuancounty.org>

Tue, May 30, 2023 at 7:32 AM

In case you did not receive an email from him.

----- Forwarded message -----

From: **Robert Turk** <rwturk60@gmail.com>
Date: Mon, May 29, 2023 at 8:32 AM
Subject: Blanding Cemetery District
To: <sstubbs@sanjuancounty.org>

May 29, 2023

Commissioner Stubbs:

I am interested in serving as a board member for the Blanding Cemetery District. Currently I am an educator for the San Juan School District beginning my 30th year of teaching in San Juan County (2023-2024) and 35th year overall. I have also served the citizens of Blanding as a past city council member. I would be very interested in serving as a board member for the Blanding Cemetery District and would appreciate being appointed to this position by the commission.

Thank you,

Robert Turk
289 North 600 West
Blanding, Utah 84511
rwturk60@gmail.com435-459-4444

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 0040602817		PAGE OF 1 3		Item 20.			
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER			5. SOLICITATION NUMBER DOILFBO230009		6. SOLICITATION ISSUE DATE 12/09/2022			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Daniel Walker			b. TELEPHONE NUMBER (No collect calls) 8015394219		8. OFFER DUE DATE/LOCAL TIME 12/19/2022 1100 MS				
9. ISSUED BY BLM-UT-STATE OFC ADM SVCS BR(UT952) 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101				CODE LUA	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 561421 SIZE STANDARD: \$16.5				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING				
15. DELIVER TO BLM-UT MONTICELLO FIELD OFFICE 365 N MAIN ST PO BOX 7 MONTICELLO UT 84535				CODE 0004276666	16. ADMINISTERED BY BLM-UT-STATE OFC ADM SVCS BR(UT952) 440 WEST 200 SOUTH, SUITE 500 SALT LAKE CITY UT 84101		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			CODE				
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT		
	San Juan County Law Enforcement Radio Dispatch Services 1. Vendor shall provide a quote for the base and option years on the attached blank pricing schedule, or on the SF-1449. 2. Vendor must have an active registration in SAM.gov with no active exclusions to be eligible for award. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>										
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED			
					Temujene Makua						

Item 20.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>3. BLM utilizes IPP for all invoices. If awarded, vendor is required to submit invoices at www.IPP.gov with all supporting documentation.</p> <p>4. All questions regarding this request for pricing shall be directed to Daniel Walker, Contract Specialist, at dlwalker@blm.gov.</p> <p>Delivery: 12/31/2023 Period of Performance: 01/01/2023 to 12/31/2027</p>				
00010	<p>San Juan County Law Enforcement Radio Dispatch Services - Base Year</p> <p>Anticipated Award Type: Firm-fixed-price</p> <p>Product/Service Code: R499</p> <p>Product/Service Description: SUPPORT-PROFESSIONAL: OTHER</p> <p>Period of Performance: 01/01/2023 to 12/31/2023</p>	1	AU		
00020	<p>San Juan County Law Enforcement Radio Dispatch Services - Option Year 1 (Option Line Item)</p> <p>12/30/2023</p> <p>Product/Service Code: R499</p> <p>Product/Service Description: SUPPORT-Continued ...</p>	1	AU		

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (YY/MM/DD)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DOILFBO230009

PAGE OF
3

Item 20.

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	PROFESSIONAL: OTHER Period of Performance: 01/01/2024 to 12/31/2024				
00030	San Juan County Law Enforcement Radio Dispatch Services - Option Year 2 (Option Line Item) 12/30/2024 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER Period of Performance: 01/01/2025 to 12/31/2025	1	AU		
00040	San Juan County Law Enforcement Radio Dispatch Services - Option Year 3 (Option Line Item) 12/30/2025 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER Period of Performance: 01/01/2026 to 12/31/2026	1	AU		
00050	San Juan County Law Enforcement Radio Dispatch Services - Option Year 4 (Option Line Item) 12/30/2026 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER Period of Performance: 01/01/2027 to 12/31/2027	1	AU		

**LAW ENFORCEMENT DISPATCH SERVICES
PROVIDED BY THE SAN JUAN COUNTY SHERIFF'S OFFICE
STATEMENT OF WORK**

Background:

Bureau of Land Management law enforcement rangers are required by policy to have access to a 24 hour a day, seven day a week dispatch center. This contract provides for that service on a local level.

Objective:

The objective of this contract is to obtain law enforcement dispatch services as needed to assist BLM rangers in the administration and regulation of the use and occupancy of the public lands. It will provide for increased officer safety and increased communications with our local partners.

Services Provided/Tasks:

The San Juan County Sheriff's Office will provide or subcontract the following services:

- Provide radio dispatch services, and authorization for use, by BLM LEOs assigned to work throughout the County.
- Providing necessary communication services and support to the law enforcement program.
- Answer all radio transmissions in a timely manner from the BLM LEO calling from his/her vehicle radio or base station on law enforcement radio frequencies.
- Enter appropriate information in the National Law Enforcement Telecommunication System (NLETS) and Utah Criminal Justice Information System (UCJIS) as requested by the BLM LEO.
- Provide to the BLM LEO responses for queries made related to wants, warrants, DMV checks, and criminal histories.
- Relay any information necessary from the BLM law enforcement officer to other agencies, persons, etc.
- Provide dispatch services during special events for detailed BLM law enforcement officers.
- Provide the full range of services that are provided through UCJIS and NLETS (i.e. criminal histories, DMV photos, etc.)
- Provide automatic read backs of vehicle plates to BLM law enforcement officers while on traffic stops.
- Relay information via radio, phone, in-person, or fax that is broadcast through UCJIS and NLETS as officer safety issues, wanted, missing persons and/or any issues that could be a danger to BLM LEOs while working in the field.
- At the request of the BLM LEO, or if the dispatcher feels that it is an emergency, send other agencies to assist with high risk stops.

- Check the BLM LEO's status in accordance with dispatch policy to ensure the safety of the BLM LEO.

Place of Performance:

San Juan County, UT

Period of Performance:

01/01/2023 to 12/31/2023 with additional optional years.

SAN JUAN COUNTY LAW ENFORCEMENT DISPATCH SERVICES

Award will be a Firm Fixed Price Purchase Order.

*****Period of Performance for the base year and each option year is 12 months. 1 AU is equal to 12 months.*****

Vendors shall enter their Annual Price for each Period of Performance listed below. Sum the subtotal amounts and enter the total amount in TOTAL PRICE QUOTE.

San Juan County, Utah				
CLIN	Period of Performance	Quantity	Unit**	Amount
00010	Base Year: January 1, 2023 - December 31, 2023	1	AU	\$
00020	Option Year 1: January 1, 2024 - December 31, 2024	1	AU	\$
00030	Option Year 2: January 1, 2025 - December 31, 2025	1	AU	\$
00040	Option Year 3: January 1, 2026 - December 31, 2026	1	AU	\$
00050	Option Year 4: January 1, 2027 - December 31, 2027	1	AU	\$
TOTAL PRICE QUOTE				\$

** 1 AU = 12 months

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Section 2 – Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/browsefar>

52.204-13 System for Award Management Maintenance (OCT 2018)

52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

52.204-22 Alternative Line Item Proposal (JAN 2017)

52.232-1 Payments (APR 1984)

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****Special Notice:*** To combat national security and intellectual property threats that face the United States, Section 889 of the John S. McCain National Defense Authorization Act (NDAA) includes two prohibitions regarding certain telecommunications, video surveillance equipment and services (telecom). Part A, effective August 13, 2019, states the government may not obtain nor can a contractor provide certain telecom produced by the following companies or their subsidiaries and affiliates: Huawei, ZTE Corporation, Hytera Communications, Hangzhou Hikvision, and Dahua Technology Company. Part B, effective August 13, 2020, prohibits the government from contracting with any company that uses certain prohibited telecom, as a substantial or essential component of any system, or as critical technology as part of a system, produced by any of the companies, regardless of whether or not that usage is in performance of work under a government contract. The Part B prohibition applies to every business sector and every dollar amount. In making its representation to the government, a contractor must evaluate all systems it uses for prohibited telecom equipment and services.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are

established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

(a) Definition.

“Internal confidentiality agreement or statement,” “subcontract,” and “subcontractor”, as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Clause)

52.212-4 Contract Terms and Conditions -- Commercial Items (NOV 2021)

(a) Inspection /Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.-

- (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part 1315.
- (3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.
- (4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall -
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) *Interest.*
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if-
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR [32.608-2](#) in effect on the date of this contract .
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies /services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (May 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved].

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

- __ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- __ (13) [Reserved]
- __ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - __ (ii) Alternate I (Mar 2020) of 52.219-6.
- __ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - __ (ii) Alternate I (Mar 2020) of 52.219-7.
- __ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- __ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
 - __ (ii) Alternate I (Nov 2016) of 52.219-9.
 - __ (iii) Alternate II (Nov 2016) of 52.219-9.
 - __ (iv) Alternate III (Jun 2020) of 52.219-9.
 - __ (v) Alternate IV (Sep 2021) of 52.219-9.
- __ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
 - __ (ii) Alternate I (Mar 2020) of 52.219-13.
- __ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).
- __ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).
- __ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).
 - __ (ii) Alternate I (Mar 2020) of 52.219-28.
- __ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).
- __ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).
- __ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- __ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
- X (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- __ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
 - __ (ii) Alternate I (Feb 1999) of 52.222-26.
- __ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - __ (ii) Alternate I (Jul 2014) of 52.222-35.
- X (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - __ (ii) Alternate I (Jul 2014) of 52.222-36.
- __ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- __ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - __ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- __ (36) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- __ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- __ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Oct 2015) of 52.223-13.
- __ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Jun2014) of 52.223-14.
- __ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- __ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 - (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).
- (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - (ii) Alternate I (Jan 2021) of 52.225-3.
 - (iii) Alternate II (Jan 2021) of 52.225-3.
 - (iv) Alternate III (Jan 2021) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.
 - (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (May 2022). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the

applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(F) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(G) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(H) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(I) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(J) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(K) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(L) ___ (1) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

___ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(M) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(N) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(O) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989).

(P) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(R) (1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(2) Alternate I (Jan 2017) of 52.224-3.

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(End of clause)

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.222-99 Combating Race and Sex Stereotyping. [(DEVIATION 20-09)] (NOV 2020)

(a) Definitions. As used in this clause—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

(b) Exemptions. The exemptions that apply to Executive Order (E.O.) 11246 (see FAR 22.807) also apply to E.O. 13950 and the requirements of this clause.

(c) Compliance with E.O. 13950, Combating Race and Sex Stereotyping. Unless exempted under paragraph (b) of this clause, the Contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that—

- (1) One race or sex is inherently superior to another race or sex;
- (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;
- (4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;
- (5) An individual’s moral character is necessarily determined by his or her race or sex;
- (6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;
- (7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or
- (8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

(d) Notice. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice provided below advising the labor union or workers’ representative of the Contractor’s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

NOTICE

**E.O. 13950, Combating Race and Sex Stereotyping
Employers Holding Federal Contracts or Subcontracts**

Contractors shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the following concepts that—

- (1) One race or sex is inherently superior to another race or sex;
- (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;
- (4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;
- (5) An individual’s moral character is necessarily determined by his or her race or sex;
- (6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;

- (7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or
- (8) Meritocracy or traits such as a hard work ethic are racist or sexist or were created by a particular race to oppress another race.

For use in this notice—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex; and

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under this notice should immediately contact the Office of Federal Contract Compliance Programs (OFCCP) Complaint Hotline to Combat Race and Sex Stereotyping at 202-343-2008 or via email at OFCCPComplaintHotline@dol.gov.

(End of notice)

(e) Noncompliance. In the event it is determined that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in E.O. 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in E.O. 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$10,000 and are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under E.O. 11246, as amended, so that these terms and conditions will be binding upon each subcontractor.

(2) The Contractor shall take such action with respect to any subcontract as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of clause)

52.252-4 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) (APRIL 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://ipp.for.fiscal.treasury.gov/>. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Copy of the Vendor's Commercial Invoice

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

1452.201-70 AUTHORITIES AND DELEGATIONS (SEPT 2011)

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
 - (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any contract matter subject to the Disputes Clause;
 - (4) Terminate, for any reason, the Contractor's right to proceed;
 - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

Section 4 – Solicitation Provisions

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://www.acquisition.gov/browsefar>

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017).

52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)

52.204-17 Ownership or Control of Offeror (Aug 2020)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (NOV 2015)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (Jun 2020)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or

services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

- (1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
- (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

- (i) For covered equipment—
 - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (ii) For covered services—
 - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

- (i) For covered equipment—
 - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

- (c) (1) Representation. The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does or does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.204-20 Predecessor of Offeror (AUG 2020)

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is or is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is or is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

52.212-2 Evaluation -- Commercial Products and Commercial Services (Nov 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Award will be made if vendor provides a price that the Government determines is fair and reasonable. They have already been determined to be technically acceptable/capable.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (MAY 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.

Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\).](#)]

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation*. The Offeror represents that—

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision; and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law*.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Alternate I (Oct2014). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

52.219-1 Small Business Program Representations (SEP 2021)

(a) *Definitions.* As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C.101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C.101\(16\)](#).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C.101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.* Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Sept2015). As prescribed in 19.309(a)(2) add the following paragraph (c)(9) to the basic provision; add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (Sep 2021). As prescribed in 19.309(a)(3), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

(b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code

Size standard

[Contracting Officer to insert NAICS codes and size standards].

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations. (1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

NAICS Code

Small business concern (yes/no)

[Contracting Officer to insert NAICS codes.]

52.222-25 Affirmative Action Compliance (APR 1984)

The offeror represents that—

(a) It _ has developed and has on file, _ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or (b) It _ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.252-3 Alterations in Solicitation (APR 1984)

Portions of this solicitation are altered as follows:

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5497
Revision No.: 18
Date Of Last Revision: 07/20/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
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If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Utah

Area: Utah Counties of Carbon Daggett Duchesne Emery Grand San Juan Uintah

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.93
01012 - Accounting Clerk II		19.02
01013 - Accounting Clerk III		21.27
01020 - Administrative Assistant		26.61
01035 - Court Reporter		19.50
01041 - Customer Service Representative I		13.73***
01042 - Customer Service Representative II		15.44
01043 - Customer Service Representative III		16.85
01051 - Data Entry Operator I		13.11***
01052 - Data Entry Operator II		14.30***
01060 - Dispatcher Motor Vehicle		23.18
01070 - Document Preparation Clerk		14.82***
01090 - Duplicating Machine Operator		14.82***
01111 - General Clerk I		14.41***
01112 - General Clerk II		15.73
01113 - General Clerk III		17.65
01120 - Housing Referral Assistant		20.76
01141 - Messenger Courier		15.49
01191 - Order Clerk I		15.64
01192 - Order Clerk II		17.07
01261 - Personnel Assistant (Employment) I		16.64
01262 - Personnel Assistant (Employment) II		18.62
01263 - Personnel Assistant (Employment) III		20.76
01270 - Production Control Clerk		23.95
01290 - Rental Clerk		15.80
01300 - Scheduler Maintenance		16.64
01311 - Secretary I		16.64
01312 - Secretary II		18.62
01313 - Secretary III		20.76
01320 - Service Order Dispatcher		20.72

01410 - Supply Technician	26.61
01420 - Survey Worker	17.48
01460 - Switchboard Operator/Receptionist	14.77***
01531 - Travel Clerk I	13.88***
01532 - Travel Clerk II	14.77***
01533 - Travel Clerk III	15.47
01611 - Word Processor I	14.82***
01612 - Word Processor II	16.64
01613 - Word Processor III	18.62
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.66
05010 - Automotive Electrician	20.21
05040 - Automotive Glass Installer	18.93
05070 - Automotive Worker	18.93
05110 - Mobile Equipment Servicer	16.76
05130 - Motor Equipment Metal Mechanic	21.49
05160 - Motor Equipment Metal Worker	18.93
05190 - Motor Vehicle Mechanic	21.49
05220 - Motor Vehicle Mechanic Helper	15.52
05250 - Motor Vehicle Upholstery Worker	17.81
05280 - Motor Vehicle Wrecker	18.93
05310 - Painter Automotive	20.21
05340 - Radiator Repair Specialist	18.93
05370 - Tire Repairer	15.51
05400 - Transmission Repair Specialist	21.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.39***
07041 - Cook I	14.27***
07042 - Cook II	16.54
07070 - Dishwasher	12.66***
07130 - Food Service Worker	12.94***
07210 - Meat Cutter	17.52
07260 - Waiter/Waitress	11.17***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.87
09040 - Furniture Handler	16.51
09080 - Furniture Refinisher	26.87
09090 - Furniture Refinisher Helper	20.01
09110 - Furniture Repairer Minor	23.43
09130 - Upholsterer	26.87
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.74***
11060 - Elevator Operator	14.37***
11090 - Gardener	21.60
11122 - Housekeeping Aide	14.37***
11150 - Janitor	14.37***
11210 - Laborer Grounds Maintenance	16.42
11240 - Maid or Houseman	13.88***
11260 - Pruner	14.69***
11270 - Tractor Operator	19.90

11330 - Trail Maintenance Worker	16.42
11360 - Window Cleaner	16.06
12000 - Health Occupations	
12010 - Ambulance Driver	14.79***
12011 - Breath Alcohol Technician	20.04
12012 - Certified Occupational Therapist Assistant	27.49
12015 - Certified Physical Therapist Assistant	29.24
12020 - Dental Assistant	15.53
12025 - Dental Hygienist	37.14
12030 - EKG Technician	30.37
12035 - Electroneurodiagnostic Technologist	30.37
12040 - Emergency Medical Technician	14.79***
12071 - Licensed Practical Nurse I	17.91
12072 - Licensed Practical Nurse II	20.04
12073 - Licensed Practical Nurse III	22.34
12100 - Medical Assistant	16.12
12130 - Medical Laboratory Technician	22.78
12160 - Medical Record Clerk	16.80
12190 - Medical Record Technician	20.15
12195 - Medical Transcriptionist	17.91
12210 - Nuclear Medicine Technologist	44.05
12221 - Nursing Assistant I	11.67***
12222 - Nursing Assistant II	13.11***
12223 - Nursing Assistant III	14.31***
12224 - Nursing Assistant IV	16.07
12235 - Optical Dispenser	17.61
12236 - Optical Technician	17.91
12250 - Pharmacy Technician	17.97
12280 - Phlebotomist	17.29
12305 - Radiologic Technologist	28.59
12311 - Registered Nurse I	24.71
12312 - Registered Nurse II	30.23
12313 - Registered Nurse II Specialist	30.23
12314 - Registered Nurse III	36.58
12315 - Registered Nurse III Anesthetist	36.58
12316 - Registered Nurse IV	43.84
12317 - Scheduler (Drug and Alcohol Testing)	24.83
12320 - Substance Abuse Treatment Counselor	14.23***
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.49
13012 - Exhibits Specialist II	20.44
13013 - Exhibits Specialist III	25.00
13041 - Illustrator I	19.42
13042 - Illustrator II	24.06
13043 - Illustrator III	29.43
13047 - Librarian	22.73
13050 - Library Aide/Clerk	14.29***
13054 - Library Information Technology Systems Administrator	20.53
13058 - Library Technician	16.46

13061 - Media Specialist I	14.81***
13062 - Media Specialist II	16.57
13063 - Media Specialist III	18.48
13071 - Photographer I	15.59
13072 - Photographer II	17.59
13073 - Photographer III	21.61
13074 - Photographer IV	26.44
13075 - Photographer V	31.98
13090 - Technical Order Library Clerk	18.85
13110 - Video Teleconference Technician	16.34
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.61
14042 - Computer Operator II	19.71
14043 - Computer Operator III	21.97
14044 - Computer Operator IV	24.41
14045 - Computer Operator V	27.04
14071 - Computer Programmer I	(see 1) 23.80
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.61
14160 - Personal Computer Support Technician	24.41
14170 - System Support Specialist	27.04
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.89
15020 - Aircrew Training Devices Instructor (Rated)	38.58
15030 - Air Crew Training Devices Instructor (Pilot)	42.72
15050 - Computer Based Training Specialist / Instructor	31.89
15060 - Educational Technologist	26.42
15070 - Flight Instructor (Pilot)	42.72
15080 - Graphic Artist	26.18
15085 - Maintenance Test Pilot Fixed Jet/Prop	42.72
15086 - Maintenance Test Pilot Rotary Wing	42.72
15088 - Non-Maintenance Test/Co-Pilot	42.72
15090 - Technical Instructor	25.72
15095 - Technical Instructor/Course Developer	31.47
15110 - Test Proctor	20.77
15120 - Tutor	20.77
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.41***
16030 - Counter Attendant	10.41***
16040 - Dry Cleaner	13.84***
16070 - Finisher Flatwork Machine	10.41***
16090 - Presser Hand	10.41***
16110 - Presser Machine Drycleaning	10.41***
16130 - Presser Machine Shirts	10.41***
16160 - Presser Machine Wearing Apparel Laundry	10.41***

16190 - Sewing Machine Operator	14.85***
16220 - Tailor	15.73
16250 - Washer Machine	11.62***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.87
19040 - Tool And Die Maker	33.44
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.04
21030 - Material Coordinator	24.05
21040 - Material Expediter	24.05
21050 - Material Handling Laborer	17.09
21071 - Order Filler	14.17***
21080 - Production Line Worker (Food Processing)	22.04
21110 - Shipping Packer	16.56
21130 - Shipping/Receiving Clerk	16.56
21140 - Store Worker I	13.08***
21150 - Stock Clerk	17.66
21210 - Tools And Parts Attendant	22.04
21410 - Warehouse Specialist	22.04
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.77
23019 - Aircraft Logs and Records Technician	23.02
23021 - Aircraft Mechanic I	28.08
23022 - Aircraft Mechanic II	29.77
23023 - Aircraft Mechanic III	31.24
23040 - Aircraft Mechanic Helper	19.66
23050 - Aircraft Painter	26.40
23060 - Aircraft Servicer	23.02
23070 - Aircraft Survival Flight Equipment Technician	26.40
23080 - Aircraft Worker	24.73
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.73
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.08
23110 - Appliance Mechanic	26.87
23120 - Bicycle Repairer	17.14
23125 - Cable Splicer	32.51
23130 - Carpenter Maintenance	22.46
23140 - Carpet Layer	25.17
23160 - Electrician Maintenance	29.09
23181 - Electronics Technician Maintenance I	27.56
23182 - Electronics Technician Maintenance II	29.41
23183 - Electronics Technician Maintenance III	31.30
23260 - Fabric Worker	23.43
23290 - Fire Alarm System Mechanic	27.38
23310 - Fire Extinguisher Repairer	21.73
23311 - Fuel Distribution System Mechanic	33.98
23312 - Fuel Distribution System Operator	25.84
23370 - General Maintenance Worker	20.77
23380 - Ground Support Equipment Mechanic	28.08

23381 - Ground Support Equipment Servicer	23.02
23382 - Ground Support Equipment Worker	24.73
23391 - Gunsmith I	21.73
23392 - Gunsmith II	25.17
23393 - Gunsmith III	28.58
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.12
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.28
23430 - Heavy Equipment Mechanic	24.66
23440 - Heavy Equipment Operator	23.71
23460 - Instrument Mechanic	28.58
23465 - Laboratory/Shelter Mechanic	26.87
23470 - Laborer	17.09
23510 - Locksmith	26.87
23530 - Machinery Maintenance Mechanic	36.82
23550 - Machinist Maintenance	28.19
23580 - Maintenance Trades Helper	13.20***
23591 - Metrology Technician I	28.58
23592 - Metrology Technician II	30.30
23593 - Metrology Technician III	31.80
23640 - Millwright	28.58
23710 - Office Appliance Repairer	26.87
23760 - Painter Maintenance	23.40
23790 - Pipefitter Maintenance	27.94
23810 - Plumber Maintenance	26.26
23820 - Pneudraulic Systems Mechanic	28.58
23850 - Rigger	28.58
23870 - Scale Mechanic	25.17
23890 - Sheet-Metal Worker Maintenance	28.58
23910 - Small Engine Mechanic	25.17
23931 - Telecommunications Mechanic I	31.47
23932 - Telecommunications Mechanic II	33.35
23950 - Telephone Lineman	28.58
23960 - Welder Combination Maintenance	23.09
23965 - Well Driller	29.44
23970 - Woodcraft Worker	28.58
23980 - Woodworker	21.73
24000 - Personal Needs Occupations	
24550 - Case Manager	16.05
24570 - Child Care Attendant	13.63***
24580 - Child Care Center Clerk	17.00
24610 - Chore Aide	13.85***
24620 - Family Readiness And Support Services Coordinator	16.05
24630 - Homemaker	16.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.58
25040 - Sewage Plant Operator	24.12
25070 - Stationary Engineer	28.58

25190 - Ventilation Equipment Tender	20.01
25210 - Water Treatment Plant Operator	24.12
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.05
27007 - Baggage Inspector	16.40
27008 - Corrections Officer	23.67
27010 - Court Security Officer	23.35
27030 - Detection Dog Handler	18.83
27040 - Detention Officer	23.67
27070 - Firefighter	22.43
27101 - Guard I	16.40
27102 - Guard II	18.83
27131 - Police Officer I	24.48
27132 - Police Officer II	27.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.02
28042 - Carnival Equipment Repairer	19.57
28043 - Carnival Worker	13.66***
28210 - Gate Attendant/Gate Tender	17.33
28310 - Lifeguard	14.65***
28350 - Park Attendant (Aide)	19.39
28510 - Recreation Aide/Health Facility Attendant	14.15***
28515 - Recreation Specialist	23.85
28630 - Sports Official	15.43
28690 - Swimming Pool Operator	23.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.69
29020 - Hatch Tender	27.69
29030 - Line Handler	27.69
29041 - Stevedore I	25.77
29042 - Stevedore II	29.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	21.01
30022 - Archeological Technician II	22.23
30023 - Archeological Technician III	27.53
30030 - Cartographic Technician	27.53
30040 - Civil Engineering Technician	25.14
30051 - Cryogenic Technician I	27.84
30052 - Cryogenic Technician II	30.76
30061 - Drafter/CAD Operator I	21.01
30062 - Drafter/CAD Operator II	22.23
30063 - Drafter/CAD Operator III	24.78
30064 - Drafter/CAD Operator IV	30.21
30081 - Engineering Technician I	18.73
30082 - Engineering Technician II	21.03
30083 - Engineering Technician III	23.53
30084 - Engineering Technician IV	29.15

30085 - Engineering Technician V	35.65
30086 - Engineering Technician VI	43.13
30090 - Environmental Technician	29.84
30095 - Evidence Control Specialist	25.14
30210 - Laboratory Technician	26.41
30221 - Latent Fingerprint Technician I	27.84
30222 - Latent Fingerprint Technician II	30.76
30240 - Mathematical Technician	27.53
30361 - Paralegal/Legal Assistant I	18.36
30362 - Paralegal/Legal Assistant II	22.74
30363 - Paralegal/Legal Assistant III	27.82
30364 - Paralegal/Legal Assistant IV	33.66
30375 - Petroleum Supply Specialist	30.76
30390 - Photo-Optics Technician	27.53
30395 - Radiation Control Technician	30.76
30461 - Technical Writer I	25.36
30462 - Technical Writer II	31.02
30463 - Technical Writer III	37.51
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	30.21
30502 - Weather Forecaster II	36.75
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 24.78
30621 - Weather Observer Senior	(see 2) 27.53
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	14.76***
31030 - Bus Driver	20.94
31043 - Driver Courier	19.00
31260 - Parking and Lot Attendant	14.24***
31290 - Shuttle Bus Driver	18.76
31310 - Taxi Driver	14.26***
31361 - Truckdriver Light	20.64
31362 - Truckdriver Medium	22.60
31363 - Truckdriver Heavy	24.27
31364 - Truckdriver Tractor-Trailer	24.27
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	11.40***
99050 - Desk Clerk	13.59***
99095 - Embalmer	33.91
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	16.85
99252 - Laboratory Animal Caretaker II	18.28
99260 - Marketing Analyst	28.65
99310 - Mortician	33.91

99410 - Pest Controller	22.38
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	20.55
99711 - Recycling Specialist	24.71
99730 - Refuse Collector	18.40
99810 - Sales Clerk	14.11***
99820 - School Crossing Guard	14.01***
99830 - Survey Party Chief	19.63
99831 - Surveying Aide	13.98***
99832 - Surveying Technician	17.84
99840 - Vending Machine Attendant	19.31
99841 - Vending Machine Repairer	24.29
99842 - Vending Machine Repairer Helper	19.31

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal

Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



AZ/Utah Local Economic Coalition

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Phone: 928-453-0724

Members:

Garfield County, UT
Kane County, UT
Mohave County, AZ
San Juan County, UT
Washington County, UT
Town of Fredonia, AZ

May 16, 2023

The Honorable President Joseph Biden
United States of America
1600 Pennsylvania Avenue, N.W.
Washington, DC 20500

President Biden:

As the elected County Leaders of Mohave County, Arizona and Kane, Garfield, San Juan and Washington County, Utah, we respectfully request that you do not designate yet another National Monument in our region of the desert southwest. Under traditional Multiple Use management of public lands, each area of land has a different emphasis of management. Some lands, like the spectacular Grand Canyon National Park, deserve protection and focus on recreation; those lands were carefully set aside decades ago by Congress for that very purpose. Other public lands are better suited for other uses, including livestock grazing, recreation and mining the materials, that will protect the environment, such as uranium, for national defense and clean energy production. Neighboring Native American lands also deserve deference to tribal priorities. Congress has weighed in on this with clear direction given to federal land managers.

In 1984, The Congressional delegations from Arizona and Utah (Senator Barry Goldwater, Dennis DeConcini, Jake Garn and Orrin Hatch. Representatives Morris Udall, John McCain, Bob Stump and Jim Hansen) worked closely together with environmentalists and industry to add further protections in the form of additional wilderness designations on National Forests around the Grand Canyon National Park and carefully delineated BLM lands outside the National Park that were better suited for uranium and rare earth mineral exploration and extraction. For example, Congress specifically set aside the lands you are being asked to lock up for mining. No new threat to the Grand Canyon National Park region has emerged since 1984 or 2010 that justifies Presidential action under the Antiquities Act. (Please see Exhibit A - National Park and Conservation Area (NPCA) Russ Butcher 2010 Testimony.) Mining is not a threat.

As Mr. Butcher's testimony before the House Natural Resources Committee clearly points out, there is no scientific reason to deny the nation the use of the abundant uranium resources which are located there, especially given your Administration's initiatives to deal with climate change.

As elected stewards of the lands that surround the Park, we believe we have a responsibility to the larger environment to protect access to minerals that will provide the Defense Department with high grade uranium and with nuclear fuel for clean electric power generation. According to the U.S. Geological Survey (USGS), the lands being recommended to you contain up to 375,000 lbs. of uranium, or almost one third of the nation's uranium endowment. The geologic formations containing this mineral and other rare earths are called breccia pipes which fortunately are among the easiest formations to mine safely in a very environmentally sound way. (See Exhibit B - photos of before/after reclaimed lands.)

In 2010 and 2011 when then Interior Secretary Ken Salazar asked the National Park Service to evaluate the nearly 1,000,000 acres of lands, now being proposed as the new Baaj Nwaavjo I'tah Kukveni monument, internal National Park Service emails from Park Service employees showed that they could not identify a threat to the lands or watershed leading into or surrounding the Grand Canyon, and that breccia pipes inside the Park, which no one intends to mine, are in fact, naturally occurring. (Exhibit C - NPS emails used to justify 2012 Withdrawal)

The Navajo, Hopi, Ute and other indigenous communities in our region are in desperate need of stable high wage employment. With the recent closure of coal fired electricity generation facilities at Four Corners, your Administration's call for clean carbon free fuels makes this area north of the Grand Canyon National Park boundary an ideal area, not for a National Monument, but for environmentally sound mining.

Moreover, we are aware that as of today, over 60% of the uranium used in domestic nuclear plants is unnecessarily shipped through the Port of St. Petersburg. At a time when the United States has abundant supplies of uranium in our backyard, this reliance on Russia, Kazakhstan, Uzbekistan and China defies common sense. It is wrong for American electricity rate payers to be financing Russia's war against Ukraine through uranium purchases. As President, you have provided strong support for Ukraine, why then would you even consider placing off-limits our nation's largest sources of high-grade uranium by designating another National Monument. It is, in fact, Mr. President, a national security choice.

Thank you for giving thoughtful consideration to our plea.

Sincerely,



Mohave County, Arizona



Kane County, Utah


Garfield County, Utah

San Juan, Utah


Washington County, Utah


Town of Fredonia, AZ

Enclosures:

- * Exhibit A: National Park and Conservation Area (NPCA) Russ Butcher 2010 Testimony
- * Exhibit B: Photos of before/after reclaimed lands
- * Exhibit C: NPS emails used to justify 2012 Withdrawal
- * Exhibit D: Current National Parks In Az/Utah
- * Exhibit E: Northern Arizona Fact Sheet

CC:

The Honorable Senator Krysten Sinema
The Honorable Senator Mark Kelly
The Honorable Congressman Paul Gosar
The Honorable Congressman David Schweikert
The Honorable Congressman Eli Crane
The Honorable Congressman Ruben Gallego
The Honorable Congressman Greg Stanton
The Honorable Congressman Andy Biggs
The Honorable Congressman Juan Ciscomani
The Honorable Congressman Raúl Grijalva
The Honorable Congresswoman Debbie Lesko
The Honorable Senator Mike Lee
The Honorable Senator Mitt Romney
The Honorable Congressman Blake Moore
The Honorable Congressman Chris Stewart
The Honorable Congressman John Curtis
The Honorable Congressman Clarence Burgess Owens

Exhibit A - National Park and Conservation Area (NPCA) Russ Butcher 2010 Testimony

Testimony
submitted to the
House Subcommittee on National Parks, Forests and Public Lands
April 8, 2010

My name is Russell D. Butcher. I reside in San Diego County, California. For more than 45 years, my career, which has focused on parkland and wildlife conservation and on environmental negotiating, has included serving on the staffs of such nonprofit advocacy organizations as the National Parks Conservation Association (NPCA), National Audubon Society, and Save-the-Redwoods League. From 1984-1990, I served as a member of the U.S. Bureau of Land Management's Arizona Strip District Advisory Council. And I have authored a number of books, most recently including guidebooks to the national park system and the national wildlife refuge system.

In the early 1980s, as the Pacific Southwest regional director for NPCA, I became concerned about alleged threats to the integrity of Grand Canyon National Park and the Colorado River from uranium mining activities near the park on the "Arizona Strip" – a New Jersey-size area that extends northward from the canyon to the Utah state line.

Following a first-hand examination of mine sites in the Kanab Creek area being developed by the then active company, Energy Fuels Nuclear (EFN), I was convinced that these particular activities were extremely unlikely to pose any credible risk of environmental harm to either the park or the river. Two reasons stood out:

(1) Contrary to my preconception, development of these sites did not involve open-pit mining operations, as typically occurs in copper mining, for example. Instead, only a small footprint of surface disturbance, encompassing perhaps as much as 20 acres, was associated with accessing a subsurface, narrow, vertically aligned uranium ore-bearing geological structure known as a breccia pipe.

(2) EFN officials expressed an unqualified and emphatic commitment to raising the bar extremely high in terms of conducting their mineral extraction and post-mining reclamation activities in the most environmentally sensitive and exemplary manner possible. Judging by what I saw – both on the ground and from the air, their words of reassurance were borne out by their actions. In short, there was no justification, in my opinion, for becoming alarmed over these relatively small-scale resource extraction activities on public lands administered by the U.S. Bureau of Land Management (BLM).

Late in the 1980s, I revisited the most active EFN site – the Pigeon Mine. What I saw came as a pleasant surprise: Not only was the entrance to the mine

Page 2 – R.D. Butcher testimony

itself completely sealed, but all visual evidence of the limited mine-related surface disturbances and the access road had been superbly well restored. In fact, I felt that if I were to bring someone who knew nothing about the former mining activities to the site, that person would logically assume that this was undisturbed wilderness. More than 20 years have since elapsed. By now I have to assume that the shrubby high-desert vegetation has continued to grow and thrive, making the area appear even more as if it had never been disturbed by man.

Now here we are at the start of the second decade of the 21st century, with alarm again being raised over the renewed commercial interest in extracting high-grade uranium on BLM and U.S. Forest Service lands adjacent to Grand Canyon National Park. This sense of alarm, I believe, is in large part based upon the sheer number of mineral claims – totaling approximately 5,000 – that have been filed with the federal government.

It is important, however, to factor in the answer to what I believe is a relevant question: What percentage of those mineralized claims would ever likely prove to contain an economically viable deposit of uranium ore? The answer: Only a very small percentage – roughly one out of every 35 claims for a total of perhaps 125 sites containing uranium of sufficient quality and quantity to merit a company's financial investment to extract the uranium ore. Add to this small percentage the fact that the footprint of surface disturbance is both on a small scale and capable of being easily reclaimed after the mining activity has ceased.

Regarding a risk of dissolved uranium contamination of underground waters caused by mining activity, it is worth noting a statement in a February 18, 2010, news release issued by the U.S. Geological Survey: "Analysis of historical water-quality data for more than 1,000 water samples from 428 sites in northern Arizona shows that dissolved uranium concentrations in areas without mining were generally similar to those with active or reclaimed mines."

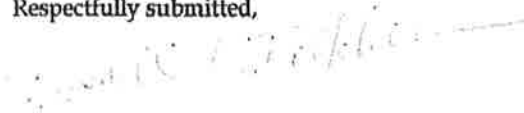
To sum up my personal opinion regarding breccia pipe uranium mining on public lands surrounding Grand Canyon National Park, while such activities must be carried out with extreme care and due diligence, as was demonstrated by EFN in the late 20th century, I continue to view such activities as posing no credible threat of environmental harm to either Grand Canyon National Park or the Colorado River that flows through it. In the unlikely event that a particular mine proposal appears to pose a specific risk of degrading the quality of visitor

Page 3—R.D. Butcher testimony

experience or impairing the quality of waters or other natural resources within the park, every effort should then be made by the land-management agency, in close consultation and cooperation with the National Park Service, to avoid any such potentially harmful impacts.

Consequently, on the merits I can see no credible justification for a 1.1 million-acre withdrawal from mineral entry of lands to the north and south of the park. Furthermore, such a withdrawal from mineral entry directly contradicts the good-faith intentions and understandings of all the stakeholders who in 1983-84 met and successfully negotiated the designation of BLM and Forest Service wilderness areas on the Arizona Strip that were ultimately approved by Congress and signed into law. The wilderness study areas not placed in the National Wilderness Preservation System were released back into multiple use status, including the mining of uranium. As one of the persons who actively participated in that collaborative process, I can state unequivocally that we achieved the negotiated compromise on the basis of allowing such activities as mineral extraction to go forward under appropriate federal oversight on the released lands.

Respectfully submitted,



Russell D. Butcher

Exhibit B - Photos of before/after reclaimed lands

Pigeon Mine (AZ) Before



Pigeon Mine (AZ) After



Hermit Mine (AZ) Before



Hermit Mine (AZ) After



Exhibit C - NPS emails used to justify 2012 Withdrawal



Larry
Martin/FTCOLLINS/NPS
03/07/2011 02:20 PM

To Gary Rosenlieb/FTCOLLINS/NPS@NPS
cc Bill Jackson/FTCOLLINS/NPS@NPS
bcc
Subject Grand Canyon Uranium withdrawal DEIS

I won't be submitting comments regarding the DEIS for the proposed withdrawal of lands in Northern Arizona from uranium mining and exploration. My personal and professional opinion is that the potential impacts stated in the DEIS as grossly overestimated and even then they are very minor to negligible.

The DEIS goes to great lengths in an attempt to establish impacts to water resources from uranium mining. It fails to do so, but instead creates enough confusion and obfuscation of hydrogeologic principles to create the illusion that there could be adverse impacts if uranium mining occurred.

As an example, the ore bodies occur in association with the Hermit Formation and are about 1000 feet above the regional water table. Geologic formations between the ore body and the water table are primarily siltstone and mudstone of the Hermit Formation and Supai Group. These formations have very low permeability. There is no explanation for how potential contaminants might travel from the mine areas to the regional water table, but it is assumed that somehow that occurs and then contaminants flow many miles through the regional aquifer with no dilution, no degradation, and no concentration reduction. Even under those conditions, there is only a minuscule change in concentration of the most likely contaminants (arsenic and uranium) at the springs that discharge from the regional aquifer; and these changes are further diluted by mixing with surface waters downstream from the discharge areas.

Following are some of the important tidbits buried in the voluminous DEIS.

Page 3-57; The reason that ore deposits form in the breccia pipes is that the surrounding rock has very low permeability, which does not allow movement of groundwater through the mineral deposits. This condition inhibits dissolution of mineral deposits and prevents the minerals from being carried away by groundwater flow. Since the host and surrounding rock has low permeability, there is little to no potential for contaminants to migrate from mine sites.

Page 3-57; In general, the ore deposits are about 1000 feet above the R-aquifer and are underlain by low permeability breccias, siltstones/mudstones of the Hermit Formation and Supai Group. Therefore, conditions are not favorable for downward migration of leached minerals from the ore deposits to the R-aquifer.

Page 3-59; There are perched aquifers (usually above the Hermit Formation) in the region. Generally the perched aquifers are small, thin, and discontinuous.

Page 3-60; "It should be noted that environmental issues surrounding the Orphan Lode Mine

(which is outside the proposed withdrawal area) are the result of the lack of mine reclamation, which has allowed surface water and/or perched groundwater to collect within one or more of the mine adits and drain through the mine openings to the R-aquifer.”

Page 3-68; “Because of the ductile nature of the shale and mudstone strata, such as the Bright Angel Shale and Hermit Formation, it is likely that these strata will continue to act as barriers to retard groundwater movement, even where tectonic activity has occurred.” Or to say it in another way, even where the formations are fractured and faulted, the soft rocks heal the fractures, preventing groundwater flow.

Page 3-68; The long residence times of estimated for groundwater in the R-aquifer (outside the immediate vicinity of large springs along the canyon wall) supports the concept of slow groundwater movement which is conducive to gradual mixing and dilution along the flowpath.

Page 3-74; Large springs discharging from the North Rim (Deer Creek and Thunder River) are east of the Sinyala Fault and are not part of the groundwater system associated with the North Parcel. Exploration and mining activities in the North Parcel can not affect these springs.

Page 3-79; The ambient water quality of perched groundwater near mines is generally poor as a result of mineralization from the ore bodies. Groundwater that is contained within the breccia pipes is also generally of poor quality as a result of mineralization.

Page 4-60; The low permeability associated with ore deposits in the breccia pipes and adjacent rock strata between the base of the mine openings and R-aquifer are thought to retard downward movement of any perched groundwater drainage into the mines and, therefore, are not favorable for downward migration of dissolved minerals from the mine openings. These conditions result in low risk of impacts to the R-aquifer and support the assumption that it is entirely possible for there to be no impact to R-aquifer water quality.

Page 4-67; Water consumption during mining is very small. Projections used in the impact analyses are for each mine to use 5 gpm for 4 years (life of the mine). The DEIS assumes that there would be a maximum of 20 mines operated during the 20-year period of analyses. These mines would likely be widely scattered over the areas north and south of the Grand Canyon. There will be no large-scale, long-lasting, concentrated areas of groundwater pumping.

Larry Martin, Hydrogeologist
NPS- Water Resources Division
1201 Oak Ridge Dr. Suite 250
Fort Collins, CO 80525

(970)-225-3515
larry_martin@nps.gov



Bill
Jackson/FTCOLLINS/NPS
03/25/2011 04:54 PM

To Bert Frost/WASO/NPS@NPS
cc
bcc Larry Martin/FTCOLLINS/NPS
Subject Grand Canyon Uranium withdrawal DEIS

Bert: Gary Rosenlieb (Larry Martin's immediate supervisor) and I met with Larry this morning to discuss his opinion about the potential for contamination of park surface waters from uranium mining. In answer to your question, Larry had read the 66-page chapter on historic water chemistry in the "500 page" USGS report you had referred me to. Both Gary and I subsequently looked that chapter over, too. Here is a link to a 4-page USGS fact sheet summarizing the full USGS report:
<http://pubs.usgs.gov/fs/2010/3050/fs2010-3050.pdf> The brief summary of "the Water Chemistry of Wells, Perennial and Intermittent Streams and Springs" section of the fact sheet is worth reading.

The March 7 email which follows my note is from Larry Martin to me and Gary Rosenlieb explaining why he did not plan to submit further comments to the Uranium DEIS review process. He reproduces 10 specific statements in the DEIS that seem to support his basic premise that meaningful hydrogeologic connection between mine sites and park waters is highly unlikely. These 10 statements are worth reading. The USGS report and the DEIS both support the premise of impermeable geology between breccia pipes and regional aquifers. The USGS report then focusses on the results of historic water sampling in the region. Any samples with concentrations significantly above background were from perched waters in direct contact with the ore deposits (i.e., naturally high concentrations), or from perched aquifers in close proximity to mines. There was no evidence of high concentrations of arsenic or uranium at any distance from these 2 sources, and concentrations in the regional aquifer and in park waters were at regional background levels. As you would expect, USGS does not draw any conclusions other than that more "tracing" type studies would have to be conducted to determine if any arsenic or uranium in waters removed by distance from mined areas is human-induced.

Both Gary and I thought Larry could have better qualified his opinion by recognizing that while there is no evidence to date to contradict his conclusion, it would take additional sampling combined with chemical tracing to determine with even greater certainty whether contaminants stemming from mining have entered either the regional aquifer or springs entering the park. He also should probably have communicated his opinion directly to the park, rather than to the NRSS team involved in the DEIS review process. That being said, both Gary and I think Larry basically has it right, and that the information both in the USGS report and the DEIS support his generalized conclusion. There exists no information we could find that would contradict his conclusion, nor any hypotheses suggested as to how contamination of park waters might physically occur. Larry said that if presented with new information, he would willingly revise his "professional opinion." At our request, Larry called the USGS lead author of the water chemistry chapter to see if he would review and could concur with Larry's summary opinion. He basically said that the report was prepared under contract to BLM and speaks for itself, and he did not want to offer any personal opinions.

This is obviously a touchy case where the hard science doesn't strongly support a policy position. Probably the best way to "finesse" this would be fall back on the "precautionary principle" and take the position that in absence of even more complete certainty that there is no connection between uranium mines and regional ground water, we need to be cautious?? It sounds like the DEIS is basically heading in that direction.

I suggest you, me, Larry and Gary talk next week? This way you can get a better feel for where Larry is coming from and we can discuss what we might do next. If you agree, I'll schedule a time with Stephanie.

Sorry if we've caused a bit of a ruckus here. I think the main mistake may be in how Larry's opinion has been communicated, not in the content of his opinion.

Bill

Exhibit D – Current National Parks In Az/Utah

Existing National Parks in Arizona

Grand Canyon
Petrified Forest
Saguaro
Tumacacori National Historical Park

Existing National Parks in Utah

Zion
Bryce Canyon
Capitol Reef
Canyonlands
Arches

Existing National Monuments & Recreation

Areas in Arizona

Grand Canyon-Parashant
Canyon de Chelly
Casa Grande Ruins
Chiricahua
Coronado
Fort Bowie
Glen Canyon
Hubbell Trading Post
Juan Bautista de Anza

Lake Mead
Montezuma Castle
Navajo
Old Spanish
Organ Pipe Cactus
Pipe Spring
Sunset Crater Volcano
Tonto
Tuzigoot
Walnut Canyon
Wapatki
List of National Monuments in Utah
Grand Staircase-Escalante
Glen Canyon
Dinosaur
Cedar Breaks
Golden Spike
Hovenweep
Mormon Pioneer
Natural Bridges
Old Spanish
Pony Express
Rainbow Bridge
Timpanogos Cave

Exhibit E – Northern Arizona Fact Sheet

Northern ARIZONA FACT SHEET

May 1, 2023

THE 2012 WITHDRAWAL OF THESE LANDS, WHAT HAS THE NATION LOST?

- **The estimated mean uranium endowment for the three segregated areas withdrawn in 2012 is about 326 million pounds as U_3O_8 .** These land parcels are referred to as the North, East, and South Segregation Areas. The North area is commonly referred to as the **Kanab Plateau** and is estimated to contain 184 million pounds as U_3O_8 . (1)
- **326 million pounds of uranium has an energy equivalence 8.37 billion barrels of crude oil.** This nearly equals the total recoverable oil in Prudhoe Bay; the largest oil field in North America. "One pound of yellowcake is equivalent to 35.6 barrels of oil (208×10^6 BTU's / 5.8×10^6 BTU's in one barrel of crude oil)." (2)
- **The US consumes 50 million pounds of U_3O_8 per year but annual domestic production in 2020 is less than two hundred thousand pounds of yellow cake.** 326 million pounds of uranium could provide all of California's 40 million residents with electricity for 19 ½ years.
- **The uranium of the Kanab Plateau district is critical to the security of our nation and the 2012 withdrawal significantly increased our dependence on foreign uranium.** Domestic production decreased from 4.3 M lbs. in 2012 to 0.2 M lbs. in 2020.
- **In 2021, 50 + % of US Uranium Imports were sourced from foreign state-owned enterprises which have "distorted global prices".** (China, Kazakhstan, Russia, Uzbekistan)

What are the environmental effects of uranium mining near the Grand Canyon?

1. **Water: Statements that the historic operations at the Orphan Mine have been polluting Horn Creek are false.** Data from a comprehensive USGS water report (Monroe and others, 2004) of the Grand Canyon shows no such pollution. Water analyses from 2000-2001 show uranium concentrations at Horn Creek to be between 8.6-29 ppb - within the EPA level of safe drinking water. Water analyses taken between April 29, 1991 and May 15, 1991 in a water supply well completed in the Redwall-Muav aquifer adjacent to the producing Kanab North Mine shows uranium concentrations varying between 0.8-5.9 ppb ($\mu\text{g/l}$) (Titan Environmental). This is lower than the uranium concentration in much of

this nation's public drinking water and 1-2 orders of magnitude lower than the EPA safe drinking level of 30 ppb.

- **All uranium mining and exploration activity in the area of the 2012 withdrawal area is separated by a 1,089-foot thick unsaturated, practically impermeable, layer of Supai Group Sandstone that protects the aquifer.** "Therefore, it is inconceivable that mine seepage of substantially lower hydraulic head (20 ft) will ever seep through the Supai Group, even when geologic time is considered" (Titan Environmental, 1994). Similarly, on the south rim in Kaibab National Forest, the Environmental Impact Statement (1986, US Dept of Agriculture) on the Canyon Uranium Mine concluded that "construction and operation of the Canyon Mine will not impact the Redwall-Muav aquifer, which is well below the shaft depth."
- **Uranium occurs naturally within the Grand Canyon Park.** The USGS Open File Report (OFR-89-550) shows the mapped locations of 1,296 pipes (3). More than 400 breccia pipes occur within the Grand Canyon National Park boundaries, and many (probably more than 50) are mineralized and eroding into the Colorado River (without ever being touched by mining operations). One located in the park just 3 miles NE of the Park Services' Phantom Ranch headquarters, has high grade uranium mineralization at the surface. **If the Park Service and the Grand Canyon Trust are truly concerned about uranium in the Park, they should be asking that these occurrences be removed by mining.**

2. **Surface Disturbance: Breccia pipe uranium mines are smaller and have less environmental impact than small gravel pits. Unlike oilfields and coal mines, the disturbance is very short lived and undetectable when reclaimed.** All mining is more than 1,000 feet above any water table. There are no open pits, no tailings ponds at the sites and the ore is trucked to mills 300 miles away. With no more than 20 acres of disturbance per site (the size of a standard Kohl's parking lot - Wal-Mart's is bigger), reclamation is conducted by back filling the shaft with all waste and reseeding the location. The entire operation from construction, through mining and final reclamation seldom requires more than 5 years (4). Due to simple logistics it is highly unlikely that more than 6 mines would be operating at any single time.

3. **Federal and State Regulations: Public statements by opponents exaggerate environmental problems of a single mining operation that ceased more than 49 years ago.** The Orphan mine commenced under regulations that predate NEPA, FLPMA and was encouraged by the US Government to meet an urgent need for uranium during the Cold War of the 1950s. Opposition by Native Americans is based on experiences during this early era of mining and does not reflect 50 years of mining under modern **Federal and State** regulations.

- **Modern mining operations are operated under strict regulations enforced by 10 federal and state agencies (5).** The uranium industry has over 50 years of experience in applying international radiation safety regulations at uranium mines, and there are few ill effects for the miners that have been working in such mines. Energy Fuels Nuclear mined 19 million pounds of uranium from seven mines in the district during the 1980s. The mine reclamation was so well done that it remains undetectable and is a very positive example of

environmentally effective mining under the nation's current mining and environmental laws.

- **The subject area is one of the few public lands in the US where the multiple use status has been clearly established by Law. HR 3562 – the Arizona Strip Wilderness Act of 1983, was passed by Congress in August 1984.** This bill added 400,000 acres of BLM and Forest Service lands to the National Wilderness Preservation System and released 540,000 acres of BLM and Forest Service land for multiple-use purposes including uranium mining.



COMMISSION STAFF REPORT

MEETING DATE: June 6th, 2023

ITEM TITLE, PRESENTER: Consideration and Approval of the Tax increment Participation Agreement for Bluff Dwellings. Elaine Gizler, Economic Development, and Visitor Services Director.

RECOMMENDATION: Consent Agenda

SUMMARY: Tax Increment Participation Agreement between Bluff Dwellings, A Utah Limited Liability Company, and the Community Reinvestment Agency of San Juan County.

HISTORY/PAST ACTION. None

FISCAL IMPACT: \$450,000

TAX INCREMENT PARTICIPATION AGREEMENT

This Tax Increment Participation Agreement (this “Agreement”) is entered into effective as of June 6, 2023, between **Bluff Dwellings**, a Utah Limited Liability Company (the “Company”), and the **Community Reinvestment Agency of San Juan County**, a Utah political subdivision (the “Agency”) as follows.

A. The Company and its affiliates are the owners of approximately 16.08 acres of real property generally located East of Highway 191 near 2625 South Highway 191 and particularly described in the attached **Exhibit A** (the “Property”).

B. The Property is located within the boundaries of an urban renewal project area created by the Agency and known as the Bluff Dwellings Community Reinvestment Project Area (the “Project Area”).

C. The Company has completed the project in accordance with the prepared concept plan included in their project area plan and budget for a resort development on the Property (the “Project”) substantially as depicted in the concept plan attached hereto as **Exhibit B** (the “Project Area Plan”).

D. The Company has presented to the Agency and its consultant’s sufficient information, including development plans and alternatives, financial statements, and other information, showing justification for the Agency’s participation in the development of the Project as described below.

E. The Agency has adopted the Bluff Dwellings Community Reinvestment Project Area Plan (the “Plan”), and a related Bluff Dwellings Community Reinvestment Project Area Budget (the “Budget”), which together permit the Agency to collect a portion of the tax increment from the Project Area as allowed under Title 17C of the Utah Code Ann.

F. Due to its location within the Project Area, the Property generates tax increment revenues diverted to the Agency under the Plan and as provided in the Interlocal Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, conditions, and considerations as more fully set forth below, the parties hereby agree as follows:

1. Definitions Relating to Tax Increment.

- a. *Tax Increment.* This Agreement refers to “tax increment,” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2017). The term tax increment has the same meaning defined by that statute (as amended, replaced, or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional *ad valorem* tax revenues generated by increased value of the taxable real and personal property from the

Base Tax Year (as defined in the Interlocal Agreement).

2. **Company Commitments.** The Company has developed the Project on the Property substantially according to the Project Area Plan attached hereto as **Exhibit C**. Any such development undertaken will be pursued substantially in accordance with plans approved by San Juan County. Notwithstanding the foregoing, however, the Company retains sole discretion to make, without any requirement for Agency approval, revisions to the Concept Plan (i) to accommodate demands or requests from San Juan County administrative staff arising during plat review and finalization; (ii) that reconfigure the size and location of building lots and development parcels, and buildings and improvements located thereon; or (iii) that do not “substantially amend” the Project Area Plan. The term “substantially amend” for purposes of this paragraph means to reduce the square footage of any building by more than 50% or to reduce the total units or square footage of any particular use by more than 75%, below the amounts described in the Project Area Plan attached hereto as **Exhibit C**.

3. **Tax Increment Financing.**

- a. *Generally.* The Company is solely responsible for all the costs of development, construction, maintenance, ownership, repair, infrastructure, and UDOT turn lane, etc. of the Project. The Agency will participate with the Company in the cost of certain infrastructure improvements for the Project solely by paying a maximum amount of \$450,000 (the “Maximum Reimbursement Amount”) to the Company as reimbursement for costs actually incurred by the Company in the construction of the turn lane and infrastructure improvements as follows: Subject to subsections 3.b and 3.c *below*, the Agency will pay to the Company annually an amount equal to 75% of the Agency’s Share (each an “Annual Tax Increment Payment”). The Agency will retain the remaining amount of the Agency’s Share for other Agency uses/obligations as permitted..
- b. *Limitations* – The Agency will continue making Annual Tax Increment Payments until the first to occur of either (i) the Agency has paid to the Company the Maximum Reimbursement Amount, or (ii) the Agency no longer has the right to receive tax increment from the Project Area because the final year of the tax increment collection period for the Project Area has passed. Notwithstanding anything in this Agreement to the contrary, the Agency has no obligation to pay any more than the Maximum Reimbursement Amount; accordingly, if and when the Maximum Reimbursement Amount has been paid, the Agency will have no further payment obligations of any kind to the Company. However, the Agency does not guarantee payment of the full Maximum Reimbursement Amount; both parties acknowledge the total amount paid to the Company is contingent on, among other things, the amount of tax increment actually received by the Agency each year from the Property and the Project.
- c. *Post-Performance Limitation.* The Company acknowledges the Agency’s participation is provided solely on a post-performance basis, meaning the Company must first increase the assessed value of the Property by improving the Property, then pay the applicable taxes, and only then will the Agency have tax increment funds to pay to the Company.

- d. *Taxes – Condition Precedent.* In spite of anything in this Agreement to the contrary, all obligations of the Agency to pay any tax increment to the Company arising from any parcel within the Property are conditional on the Company or its respective successor in the ownership of a parcel within the Property paying taxes assessed on or generated from the respective parcel, including but not necessarily limited to real property, personal property, *ad valorem*, and sales taxes, to the appropriate taxing authorities. The Company, for itself and its successors in the ownership of any parcels within the Property, reserves all, and does not waive or relinquish any rights available at law or in equity to appeal or contest any taxes or assessments on the Property.
- e. *No Existing Encumbrance and No Further Encumbrance.* The Agency has not encumbered or pledged tax increment from the Project. The Agency agrees that the Agency shall not, without the prior written consent of the Company, which may be withheld in the Company’s sole discretion, issue any bonds and other indebtedness that are secured by tax increment from the Project until such time as the Company has been reimbursed the Maximum Reimbursable Amount as provided in this Agreement, unless such obligations are subordinate to the rights of Company under this Agreement.
- f. *Acceptance and Preservation of Interlocal Agreements.* The Company acknowledges receipt of each of the Interlocal Agreements, and accepts the Interlocal Agreements in their condition as-is, with all faults, and without representation or warranty of the Agency. All rights of the Company under this Agreement are subject to the terms and limitations of each of the Interlocal Agreements. The Agency agrees that the Agency shall not, without the prior written consent of the Company, until such time as the Company has been reimbursed the Maximum Reimbursement Amount as provided in this Agreement, cause, permit, or consent to any modifications or amendments to any of the Interlocal Agreements in a manner that reduces the amount of tax increment to be paid to the Agency, on either an annual or cumulative basis, from the Project Area.

4. **Timing of Annual Incentive Payments.** Subject to Sections 2 and 3 *above*, the Agency will make the first Annual TIF Payment within sixty days after the Agency receives from the San Juan County Treasurer the final tax increment payment for the first year for which collection of tax increment collection is triggered with the State of Utah Tax Commission, which is expected during April of the calendar year immediately following that trigger year, and, subject to Section 3 *above*, the Agency will continue making the Annual Tax Increment Payments each successive year within the same sixty-day period for so long as the Agency is entitled to collect tax increment from the Project Area (as may be extended, if at all, from time to time). For informational purposes, the Agency typically receives tax increment payments from the County Treasurer in March or April for the preceding tax year.

5. **Agency Authority.** The Company acknowledges that the Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from San Juan County, for the purpose of, among other things, promoting the urban

renewal, economic development and community development in the County. The Company acknowledges that San Juan County is not a party to this Agreement, and San Juan County will not have any duties, liabilities or obligations under this Agreement. The Company understands that the Agency has no independent taxing power, and therefore the Agency's sole source of revenue is tax increment financing as provided under Utah law and the Interlocal Agreements. If Utah law is amended or superseded by new law so as to reduce or eliminate the amount of tax increment revenue to be paid to the Agency, the Agency's obligation to pay Annual Tax Increment Payments to the Company shall be accordingly reduced or eliminated. Similarly, if a court of competent jurisdiction declares that the Agency cannot receive tax increment revenues, or make payments to the Company from tax increment revenues as provided in this Agreement, or takes any other action which eliminates or reduces the amount of tax increment revenues paid to the Agency, the Agency's obligation to make Annual Tax Increment Payments to the Company shall be accordingly reduced or eliminated.

6. **Agreement Term/Breach/Termination.** This Agreement will automatically terminate and expire upon payment of the final Annual Tax Increment Payment as described in Section 3 *above*, or as provided in Section 2 relating to the performance of the Company Commitments. This Agreement may also be terminated earlier as follows: Upon the material breach of this Agreement by either party; the non-breaching party may provide notice to the breaching party. The breaching party shall have 30 days to cure the breach, and if the breach is not timely cured, the non-breaching party may then terminate this Agreement by providing final notice to the breaching party.

7. **Successors and Assigns.** This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party may assign its rights or obligations under this Agreement without the advance written consent of the other party, each in their sole discretion. Any assignment made without the consent of the other party is void.

8. **Amendments.** Except as otherwise provided herein, this Agreement may be modified or amended by, and only by, a written instrument duly authorized and executed by the Company and the Agency.

9. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Utah, and any action pertaining hereto shall be brought in the applicable state or federal court having jurisdiction in San Juan County, Utah.

10. **Integrated Agreement.** The above recitals, and all attached exhibits and schedules, are incorporated and made an integral part of this Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed. There are no other contracts or agreements, written or verbal, between the parties relating in any way to the subject matter of this Agreement. No party is relying on any verbal or written statements of the other than those expressly set forth in this Agreement.

11. **Further Assurances.** The parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

12. **Indemnification.** The Company shall indemnify, defend (with counsel of the indemnitee's choosing), and hold the Agency and San Juan County (including their respective officers, directors, agents, employees, contractors, and consultants) harmless from and against all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of death, injury, accident, loss or damage of any kind caused to any person or property because of the act(s), error(s), or omission(s) of the Company (including its officers, directors, agents, employees, contractors, and consultants) upon or in connection with the Property or in connection in any way with this Agreement, except in each case to the extent arising out of the negligence, willful misconduct, illegal acts, bad faith or breach of this Agreement by the Agency or San Juan County (including their respective officers, directors, agents, employees, contractors, and consultants).

13. **Third-Party Beneficiaries.** Except for San Juan County which is an intended third-party beneficiary as described in the immediately preceding paragraph regarding indemnification, this Agreement is intended solely for the benefit of the Agency and the Company and there are no intended third-party beneficiaries.

14. **No Liability of Officials or Employees.** No director, officer, agent, employee, or consultant of the Agency or the Company shall be personally liable to the other party hereto, or any successor in interest, in the event of any default or breach by the Agency or Company or for any amount which may become due to the Company or its successors or on any obligations under the terms of this Agreement.

15. **No Legal Relationships.** The parties disclaim any partnership, joint venture, fiduciary, agency or employment status or relationship between them. No party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other party, nor shall they make any representation to any third party inconsistent with this paragraph.

[End of Terms – Signature Page Follows]

THIS PARTICIPATION AGREEMENT IS EXECUTED effective as of the day and year first above written, by:

COMPANY:

By: _____

Name:

Title:

AGENCY:

COMMUNITY REINVESTMENT AGENCY OF
SAN JUAN COUNTY,
a Utah Political Subdivision

By: _____

Executive Director

Attest:

County Clerk/Auditor

Exhibit A

Property

[insert]

Exhibit B

Interlocal Agreement

[attached]

Exhibit C

Project Area Plan and Budget/Payment Projection

[attached]

Community Reinvestment Agency of San Juan County
Bluff Dwellings Community Reinvestment Project Area
Portal

[Tax Value Input](#)

[Tax Increment Output](#)

Anything in light orange needs updating



Community Reinvestment Agency of San Juan County
 Bluff Dwellings Community Reinvestment Project Area
 Tax Value Input Sheet

Real Property	Collection Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Parcel Number	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
Shed	5,000	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Motel		1,600,000																			
Residential	56,894	55,894	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Com'Limproved Lot	52,000	52,000																			
Com'Limproved Lot	42,500	42,000																			
Resident Lot	23,375	23,375																			
Land Vacant	30,000	12,000																			
Motel																					
Total Real Property	209,769	1,790,269	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Personal Property																					
Total Personal Property	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Taxable Value	209,769	1,790,269	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-