



**BOARD OF COMMISSIONERS MEETING**  
117 South Main Street, Monticello, Utah 84535. Commission Chambers  
April 02, 2024 at 11:00 AM

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**AGENDA**

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

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CONFLICT OF INTEREST DISCLOSURE**

**PUBLIC COMMENT**

*Public comments will be accepted through the following Zoom Meet Link  
<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile  
+13462487799,,88279631170# US (Houston)*

*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 Kristian Olson to the San Juan County Economic Development Board.
2. Approval of the Appointment of Cody Nielson to continue to represent Blanding and Thomas (TC) Garcia as the new Planning Commissioner representing La Sal.
3. Approval of \$12,979.53 in Purchase: \$1,302.32 for Laptop System, \$4,635.48 for Full Grille Guard and Electric Winch for the Road Department, \$7,041.73 for Diesel Fuel for the Landfill.

- [4.](#) Approval of the 2024 Amendment No. 10 with the Utah Department of Government Operations Division of Facilities Construction and Management and San Juan County for the Utah Highway Patrol Lease. Mack McDonald, Chief Administrative Officer
- [5.](#) Ratification of a Letter of Support to Utah State University for their Rural Utilities Services Distant Learning and Telemedicine Grant Application to the USDA Rural Development
- [6.](#) Ratification of the Response to the State of Utah Office of the State Auditor Regarding the Audit Finding SJCO-21-SP

## **RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**

- [7.](#) Presentation of the Eastland Section 09-03 Water Rights Adjudication and Update. Marc Stilson, P.E, Regional Engineer, Division of Water Rights
- [8.](#) Approval of the Emery Telcom Letter of Support for the ReConnect Broadband Funding and Broadband Update. Jared Anderson, COO of Emery Telcom

## **BUSINESS/ACTION**

- [9.](#) Consideration and Approval of the Library County and Interlibrary Loan Policy Updated. Nicole Perkins, Library Director
- [10.](#) Consideration and Approval of dust suppressant purchase. TJ Adair, Road Superintendent
- [11.](#) Consideration and Approval of a Letter of Support for Ride with Respect's Grant Application. Nick Sandberg, Public Lands Coordinator
- [12.](#) Consideration and Approval of the Utah Local Health Department Mutual Aid Agreement. Grant Sunada, Public Health Director
- [13.](#) Consideration and Approval of the Interlocal Agreement for E-Cigarette, Tobacco & Other Drug Prevention between San Juan County and Hozho 'go Iina. Grant Sunada, Public Health Director
- [14.](#) Consideration and Approval of the Interlocal Agreement for E-Cigarette, Tobacco & Other Drug Prevention between San Juan County and Albert R Lyman Middle School. Grant Sunada, Public Health Director
- [15.](#) Consideration and Approval of a Support and Advocacy Letter to the Honorable Congressman John Curtis Regarding H.R. 5030 Extending the Secure Rural Schools and Community Self-Determination Act of 2000. Commissioner Jamie Harvey
- [16.](#) Consideration and Approval of the Standard Contract Agreement with BWP Communications, INC for Cancer Screening Marketing and Advertising Services. Mack McDonald, Chief Administrative Officer
- [17.](#) Consideration and Approval of the Gentle Ironhawk Agreement with San Juan County. Mack McDonald, Chief Administrative Officer

## **COMMISSION REPORTS**

## **ADJOURNMENT**

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

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



## COMMISSION STAFF REPORT

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**MEETING DATE:** April 2, 2024

**ITEM TITLE, PRESENTER:** County Economic Development Board Candidate Elaine Gizler San Juan County, Economic Development and Visitor Services Director

**RECOMMENDATION:** Action

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### SUMMARY

This is a request from Kristian Olsen, Senior Associate Vice President of Utah State University Blanding & Moab, to be approved as the Workforce Development Representative to replace Meghan McFall.

Meghan McFall left USU in February and was our Workforce Development Representative. Kristian was a former CED Board member, and we would welcome him returning.

### HISTORY/PAST ACTION

Kristian Olsen was on the CED Board and left in 2022.

### FISCAL IMPACT:

none



## COMMISSION STAFF REPORT

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**MEETING DATE:** April 2, 2025

**ITEM TITLE, PRESENTER:** Appointment of Cody Nielson to continue to represent Blanding and Thomas (TC) Garcia as the new Planning Commissioner representing La Sal.

**RECOMMENDATION:** Approve the appointments

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### SUMMARY

In December, I began the process to fill/renew vacancies. I advertised all Committee vacancies in the San Juan Record as a public notice including the Planning Commission vacancies.

We received only one letter of interest for the La Sal representation on the Planning Commission. Staff, including the Chair of the Planning Commission, and with a Commissioner Stubbs on the interview panel, interviewed the candidate for La Sal and spoke with existing Planning Commissioner John Johnston about his interest in continuing to serve in which he notified staff that after April he wanted to resign. All terms are 4-year terms.

During the interview, the panel gave priority to the current Planning Commissioner Johnston to continue for an additional term. However, our bylaws for the Planning Commission require that reoccurring interests from current Planning Commissioners also be interviewed when other letters of interest are received. Planning Commissioner Johnston chose to withdraw where he is planning on staying the summer out of the County.

We wish to express our sincere appreciation and commitment to serving the County to Planning Commissioner Johnston. His valuable insights and guidance have consistently enriched our planning endeavors, and his exceptional representation of La Sal and its residents is truly commendable.

# Thomas (TC) Garcia

## Contact

16 Deeter Dr.  
La Sal, UT 84530  
435.459.8100  
tcgarcia60@gmail.com

## Education

Monticello High School  
Monticello, UT  
Class of 2002

## Key Skills

Active Listening  
Multi-Mode Communication  
Budget Planning  
Collaboration  
Problem-solving

## Objective

To leverage my experience in rural planning and community development to contribute to the county planning board's efforts to promote sustainable growth and development. To listen to and represent the positions of the residents of La Sal and the North part of the county to ensure that they have a strong voice on the planning commission.

## Planning Board Experience

*April 2022 – July 2023*  
Planning and Zoning Board Member • Diamondville, WY

## Professional Experience

*December 2005 – January 2014*  
Operations Technician • Williams Northwest Pipeline (Spokane WA, Boise ID, Cortez CO)

*January 2014 - Current*  
Supervisor of Operations • Williams Northwest Pipeline (Diamondville WY, La Sal UT)

P&Z Board Responsibilities: Listen to residents and help them work through zoning and land use issues in the Town of Diamondville. Work with the Diamondville Town Council on development and zoning issues, ensuring that the Town was positioned for successful growth with the new natrium power plant construction.

## Communication

Listened to residents and help them find creative ways for collaboration with the town council to complete projects in compliance with town ordinances and laws.

## Leadership

Successfully led teams at Northwest Pipeline for a decade. Called to serve as Elder at Grace Lutheran (Moab) and St. Paul's Lutheran (Kemmerer, WY). Experienced high school wrestling referee.

# Thomas (TC) Garcia

Candidate for Planning Commission – La Sal

## Contact

16 Deeter Dr.  
La Sal, UT 84530  
435.459.8100  
tcgarcia60@gmail.com

Mack McDonald  
County Administrator  
San Juan County  
117 S Main St.  
Monticello, UT 84530

## Mack,

I am writing this letter to put my name up for consideration for the San Juan County Planning Commission. Specifically, the seat representing the La Sal community. I was born in Monticello and raised in La Sal. I have spent the last 18 years living in different parts of the Intermountain West, but have recently been able to move back home to La Sal to be near family.

As you will see in the attached resume, I have had experience on a Planning and Zoning board in the past. I found serving on the board to be a rewarding way to serve in my community. In that role the workload was demanding, as Diamondville is experiencing a time of growth with the construction of a new Sodium fueled Nuclear Power facility. Construction of that facility drove growth in the surrounding communities, and provided an opportunity to dive into the laws and ordinances that need to be followed to keep our communities safe and beautiful for our residents.

I hope that if appointed to this board, I could use the experience gained in Wyoming to serve San Juan County and La Sal. Similar to Diamondville, La Sal and the north part of our county continue to experience growth that requires oversight from the community, the Planning Commission, and most importantly the County Commissioners to ensure compliance with laws and ordinances. I feel the experience that I have would make me a good fit for this position.

Please look over the attached resume, and feel free to reach out if you have any questions.

Thanks for your consideration.

Sincerely,  
TC Garcia





**DS Sales and Service, LLC**  
 497 Meadow Station Circle  
 Parker, CO 80138  
 3038416866

# Estimate



**ADDRESS**

Ked  
 San Juan county Road Department  
 885 East Center Street post office box  
 188  
 Monticello, Utah 84535

**SHIP TO**

Ked  
 San Juan county Road Department  
 885 East Center Street post office box  
 188  
 Monticello, Utah 84535

**ESTIMATE #**

1649

**DATE**

03/19/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Cemb laptop for the DWA 1000 netbook.net</b>	<p>This is the current laptop updated with the latest software</p> <p>Please make sure the address is all correct before signing and returning this quote. As soon as we get this signed and returned an invoice will be sent out. When payment is received the product will ship directly to you</p> <p>Cemb is saying to replace the laptop every 5 years to stay current on the computer other wise just selling you the update for \$765.82 and then finding out the computer is outdated and wont accept the update. This unit was installed in 2011 and will more than likely not take the update. Software is non refundable</p>	1	1,276.57	1,276.57T

Machine code 68281829-0009  
 data 201709  
 software m4096v2.4

DWA1000W LIGHT  
 s/n 0904069402345

SUBTOTAL	1,276.57
TAX	0.00
SHIPPING	25.75
<b>TOTAL</b>	<b>\$1,302.32</b>

Accepted By

Accepted Date

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



**Purchase From**  
 Carid.com  
 1 Corporate Drive  
 Cranbury, NJ 08512

State Contracted

**Deliver To**  
 San Juan County Road Dept.  
 885 East Center Street,  
 PO Box 188,  
 Monticello, Utah 84535

**Purchase Order**  
 P. O. No#  
 Date 3/27/2024  
 Your Ref#  
 Our Ref#  
 Credit Terms Cash

Attention To :

Attention To :

Product ID	Description	Quantity	Unit Price	Amount
	Fab Fours Black Steel Full Width Black Powder Coated Front HD Bumper with Full Grille Guard	1	\$1,643.49	\$1,643.49
	Warn 16.5ti Series Heavy Weight Series 16500 lbs Electric Winch	1	\$2,991.99	\$2,991.99
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Sub Total	\$4,635.48
Tax	Exempt
Freight	
Invoice Total	\$4,635.48
Amount Paid	
Balance Due	\$4,635.48

Approved:

Department Head: *[Signature]*  
 County Admin: *[Signature]*

Terms and Conditions:

# SECURE CHECKOUT

Item 3.

## SHOPPING CART

Proceed to checkout or view cart contents below

Total: **\$4,958.46**

CREDIT CARD CHECKOUT

or



**Fab Fours® - Black Steel Full Width Black Powder Coated Front HD Bumper with Full Grille Guard**

Qty  
**1**

~~\$1,729.99~~  
**\$1,643.49**

Delivery: Oversized Truck Freight

### ORDER SUMMARY

4 items in your Cart

Subtotal	<b>\$4,958.46</b>
Shipping cost	<b>\$0.00</b>
<b>Total</b>	<b>\$4,958.46</b>

#### Guaranteed Fit

2014 Ford F-550

- Will not fit Models with Adaptive Cruise Control
- Does not work with the Sonar System

Starting at \$241/mo with [affirm](#). [Learn more](#)

[Have a coupon?](#)

CREDIT CARD CHECKOUT

or

#### Notes:

- Required Optional Winch Tray To Install Winch.

[See more](#)

Item 3.



**Fab Fours® - Black Steel Winch Tray**

Shop Safely at CARiD.com. Your information is secure.

Need Help? Visit our [Help Zone](#) or [Live Chat](#).

Call us at (800) 505-3274

Qty  
1

~~\$229.99~~  
**\$218.49**

Delivery: Free Shipping

[See more](#)



**WARN® - 16.5ti Series Heavy Weight Series 16500 lbs Electric Winch**

Qty  
1

**\$2,991.99**

Delivery: FedEx Ground

[See more](#)



**Fab Fours® - Black Powder Coated D-Ring Mounts**

Qty  
1

~~\$109.99~~  
**\$104.49**

Delivery: Free Shipping





# INVOICE

24-033

**Invoice Number:** 1074389-IN  
**Invoice Date:** 03/26/2024  
**Invoice Due Date:** 04/05/2024  
**Order Number:** 1074389  
**Order Date:** 03/26/2024  
**Salesperson:** BLANDING HOUSE ACCOU

Item 3.

**Remit Payment to:**  
**RelaDyne West LLC**  
**PO Box 954039**  
**St Louis, MO 63195-4039**

Payments not received by the due date will be assessed interest at a rate of 1.50% per month.

**Bill To: 31-0180327**  
 SAN JUAN COUNTY LANDFILL  
 PO BOX 9  
 MONTICELLO, UT 84535

**Ship To: 1000**  
 TW SAN JUAN COUNTY LANDFILL 1  
 MILE POST 35 SOUTH HWY 191  
 BLANDING, UT 84511

Customer P.O.	Warehouse	Truck	Driver	Terms	Comment				
24-033	C60	008563A	76	NET 10 DAYS	BOL# 0000102307				
Item Description	Item Number	Supplier#	UOM	Ordered	Shipped	BackOrder	Unit Price	Amount	
DYED #2 ULTRA LOW SULFUR DSL	228	228	GAL	2,231.00	2,231.00		3.156311	7,041.73	
FEDERAL LUST FEE - DSL							0.00100	2.23	
FEDERAL ENV FEE - DSL							0.00619	13.81	
UT STATE ENV SURCHARGE - DSL							0.00650	14.50	
Item Total:							3.16999	7,072.27	

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

57-4424-281

*gl*

**Save Time!**  
 Go online to manage your account, place orders, access signed delivery tickets, and more!  
 Sign up today at [my.RelaDyne.com](http://my.RelaDyne.com)

Net Invoice: 7,072.27  
 Fuel Surcharge: 0.00  
 Handling Fee: 0.00  
 Sales Tax: 0.00  
**Invoice Total: 7,072.27**

Credit - 1664.30

Due \$5,407.97



**STATEMENT**

Remit payment to:  
 RelaDyne West, LLC  
 PO Box 954039  
 St Louis, MO 63195-4039  
 (801) 561-4251  
 reladyne.accounting.slc@reladyne.com

Customer #: 31-0180327  
 Statement Date: 2/29/2024  
 Salesperson: BLANDING HOUSE ACCOUN  
 Payment Terms: NET 30 DAYS  
 Credit Limit: 3,000.00

SAN JUAN COUNTY LANDFILL  
 PO BOX 9  
 MONTICELLO, UT 84535

**PAY THIS AMOUNT : \$ 1,664.30-**

Payments not received by the due date will be assessed interest at a rate of 1.5% per month

**Please include your Customer Number 31-0180327 with your payment to ensure prompt posting.**

Date	Due Date	Reference	Customer PO	Amount	Credit	Balance
10/25/2023	11/24/2023	1022042-IN	Jed Tate 2023-025	1,664.30		
11/16/2023	11/24/2023	Pymt Ref. 126841	Jed Tate 2023-025		1,664.30	
12/7/2023	11/24/2023	Pymt Ref. 022042C	Jed Tate 2023-025		1,664.30	
12/7/2023	11/24/2023		Jed Tate 2023-025	2,132.35		
12/11/2023	11/24/2023	Pymt Ref. 127085	Jed Tate 2023-025		1,664.30	
12/29/2023	11/24/2023	Pymt Ref. 127293	Jed Tate 2023-025		468.05	(1,664.30)

					Total:	1,664.30-
<b>Current</b>	<b>1 Days</b>	<b>15 Days</b>	<b>30 Days</b>	<b>60 Days</b>	<b>TOTAL DUE</b>	
0.00	0.00	0.00	0.00	1,664.30-	1,664.30-	

Missing an Invoice? Save Time! Get Statements and Invoices online with  
[my.RelaDyne.com](http://my.RelaDyne.com)



## COMMISSION STAFF REPORT

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**MEETING DATE:** April 2, 2024

**ITEM TITLE, PRESENTER:** Approval of the 2024 Amendment No. 10 to the Utah Department of Government Operations Division of Facilities Construction and Management and San Juan County for the Utah Highway Patrol Lease.

**RECOMMENDATION:** Approve the Amendment No. 10

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### SUMMARY

We lease space 300 Square Feet of office space at 217 South 100 East in Monticello to the Utah Highway Patrol. The term of the lease is for a five-year period. This amendment with expire in June of 2029 for \$242.00 per month or \$2,760.00 a year. This lease rate matches the same rate of \$9.19 per square foot as the lease amendment for Adult Protection and Parole.



**STATE OF UTAH  
DEPARTMENT OF GOVERNMENT OPERATIONS  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**CONTRACT NO. 89-1597  
AMENDMENT NO. 10**

**TO BE ATTACHED TO AND MADE A PART OF** the above numbered contract by and between **SAN JUAN COUNTY**, hereinafter called "**LESSOR**", and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**, for and in behalf of the Department of Public Safety, Utah Highway Patrol, hereinafter called "**LESSEE**."

**W I T N E S S E T H**

**THAT WHEREAS**, LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 89-1597) for 300 square feet of office space in the facility located at 217 South 100 East in Monticello, Utah, which Lease Agreement commenced July 1, 1989, and was partially amended by Amendments No. 1, 2, 3, 4, 5, 6, 7, 8, and No. 9 which expires on June 30, 2024; and

**WHEREAS**, LESSEE and LESSOR do now desire to renew the subject Lease Agreement for an additional five (5) year renewal or extended term; and

**NOW THEREFORE**, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

**PARAGRAPH 1. RENEWAL OR EXTENDED TERM**

1.1 The Lease Agreement is hereby renewed and extended for an additional term of five (5) years which term shall commence July 1, 2024, and shall expire June 30, 2029, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 10, until terminated by either party by giving thirty (30) days advance written notice to the other party.

**PARAGRAPH 2. OPTION TO RENEW**

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of five (5) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 10, and on the same terms and conditions. The Renewal Option rent shall be \$242.00 per month for the entire term. LESSEE shall notify LESSOR in writing at least sixty (60) days prior to the expiration of this renewal term if said option is to be exercised.

2.2 To exercise an option hereunder, LESSEE must give LESSOR written notice of its desire to extend the Lease Agreement an additional term at least sixty (60) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

**PARAGRAPH 3. CONSIDERATION**

3.1 For the renewal or extended period beginning July 1, 2024 and ending June 30, 2029 the rentals payable by LESSEE to LESSOR for the 300 square feet of storage space shall be based on a rental rate of \$9.19 per square foot per year as shown on the rental schedule below:

**RENTAL SCHEDULE**

	FISCAL YEAR	MONTHLY PAYMENT	FULL PAYMENT
<b>YEAR 1</b>	<b>7/1/2024 - 6/30/25</b>	<b>\$230.00</b>	<b>\$2,760.00</b>
<b>YEAR 2</b>	<b>7/1/2025 - 6/30/26</b>	<b>\$230.00</b>	<b>\$2,760.00</b>
<b>YEAR 3</b>	<b>7/1/2026 - 6/30/27</b>	<b>\$230.00</b>	<b>\$2,760.00</b>
<b>YEAR 4</b>	<b>7/1/2027 - 6/30/28</b>	<b>\$230.00</b>	<b>\$2,760.00</b>
<b>YEAR 5</b>	<b>7/1/2028 - 6/30/29</b>	<b>\$230.00</b>	<b>\$2,760.00</b>
<b>TOTAL</b>			<b>\$13,800.00</b>

**ALL OTHER COVENANTS, TERMS, AND CONDITIONS** of the subject Lease Agreement are not modified by this Lease Amendment No. 10 and are to remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto sign and cause this Lease Amendment No. 10 to be executed.

**LESSEE**  
**STATE OF UTAH**

**LESSOR**  
**SAN JUAN COUNTY**

\_\_\_\_\_  
Lee Fairbourn Date  
Real Estate Manager  
Division of Facilities  
Construction and Management

\_\_\_\_\_  
By: Mack McDonald Date  
Its: County Administrator

Approved by:

ATTEST: (Seal)

J. Anderson  
 Jess Anderson (Mar 26, 2024 15:42 MDT) 3/26/2024  
 Jess L. Anderson Date  
 Commissioner  
 Department of Public Safety

\_\_\_\_\_  
 By: Lyman Duncan Date  
 Its: Clerk/Auditor

Michael Rapich  
 Michael Rapich (Mar 26, 2024 14:33 MDT) 3/26/2024  
 Mike Rapich Date  
 Colonel  
 Utah Highway Patrol  
 Department of Public Safety

Joseph Brown  
 Joseph Brown 3/26/2024  
 Date  
 Director, Administrative Services  
 Department of Public Safety

\_\_\_\_\_  
 Processed by Utah Division of Finance



# SAN JUAN COUNTY COMMISSION

Item 5.

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

March 20, 2024

USDA Rural Development  
PO Box 66889  
St. Louis, MO 63166

**Re: Letter of Support for the Rural Utilities Services Distance Learning & Telemedicine Grant**

To Whom It May Concern:

We are writing to express our enthusiastic support for Utah State University's 2024 application for the RUS Distance Learning & Telemedicine Grant in order to construct an academic building in Monument Valley, Utah. This initiative is of paramount importance to the community and will significantly enhance educational and tele-health access in an area that has historically been underserved.

The proposed academic building will serve as a beacon of opportunity for Monument Valley, Oljato, and other areas within the Navajo Nation. By providing vital infrastructure for both education and telemedicine, it will bridge longstanding gaps in access to these essential services.

Utah State University has a longstanding commitment to serving the members of the Navajo Nation, and this project is a testament to their dedication to providing high-quality education and healthcare to the people of the region. The funding provided by the RUS Distance Learning & Telemedicine Grant will enable USU to expand its reach and impact even further, ensuring that individuals in Monument Valley and surrounding areas have access to the resources they need to thrive.

In addition to the immediate benefits of improved education and healthcare access, the academic building will also serve as a catalyst for economic development and community empowerment. By investing in the future of Monument Valley, we are investing in the future of all its residents. We wholeheartedly endorse Utah State University's application for the RUS Distance Learning & Telemedicine Grant and urge you to give it your full support. Together, we can make a tangible difference in the lives of countless individuals and strengthen our community for generations to come.

Thank you for your attention to this matter.

Sincerely,

Jamie Harvey  
Commission Chair



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

March 25, 2024

Julie M. Wrigley, CPA  
Special Projects Audit Manager  
Office of the State Auditor  
Utah State Capitol Complex  
East Office Building, Suite E310  
Salt Lake City, Utah 84114

**Re: Report No. SJCO-21-SP Response**

Dear Ms. Julie M. Wrigley:

Thank you for providing the summary of findings and the proposed actions to address them based on the recent review conducted by the Office of the State Auditor regarding San Juan County's internal control and compliance over cash receipting procedures. I have reviewed your efforts and suggestions for improvement, and I appreciate your commitment to enhancing controls and compliance within the county.

**Finding 1: Significant Separation of Duties Weakness in the Assessor's Office**

We agree that there should be a separation of duties in the Assessor's Office, namely cash handling and having the ability to change the valuation in COINS at the same time. However, we feel that we do not want to take away any of the elected official's abilities to perform his elected duties.

In the Assessor's overall functions, this elected position also supervises the DMV/Deputy Assessor's positions in a separate office. Speaking with the owner of COINS, there is the ability to have those employees take payments in their office, receipt those payments in COINS but restrict their access to make value changes.

We will work with the County Assessor to see if he is amenable to placing those duties on them. If he is not amenable to having them perform those duties, then we will have all payments go to the County Treasurer after they receipt it in Pelorus. Pelorus provides a timestamp on the receipt of payments which can be used to monitor a timeline of transactions compared to transaction receipts in COINS.

**Finding 2: Inadequate Procedures Over Reconciliation of the Treasurer's Trust Account**

The County Clerk/Auditor reconciles the tax payment entries on the COINS reports and the accounting records to the deposits on the bank statement to ensure that all tax payments received were properly deposited.

The Trust Account bank statement is delivered directly to the County Clerk/Auditor prior to being opened by the Treasurer. In the alternative, the Clerk/Auditor could observe the Treasurer printing the statement from the online account and use that document for the reconciliation or have view-only access to print the bank statement.

The Chief Deputy Clerk Auditor, who has no writability access to COINS, will reconcile the tax payments to the COINS reports. Furthermore, the Trust statements will be changed so that they're sent to the Auditor's office first, where a copy will be made before sending it to the Treasurer's Office. The Auditor will then compare the statement against the reconciliation of the tax payments and COINS reports.

**Finding 3: Lack of Procedure to Review Adjustments to the Property Records and Tax Roll System**

Speaking with the COINS Company, access can be granted to our Clerk/Auditor staff, namely our Chief Deputy Clerk Auditor, so that they can only view items but will be able to run a transaction report to see what changes have been made to the system. Through this report, they can verify if the changes that have been made for the appropriate quarter are reasonable changes, that any waiver of fees have followed the proper process and procedure and act as an independent review of those adjustments on the COINS system. Annually, the County Administrator will review the access rights to the COINS system to ensure that those who have access and who has access to change the data in COINS to make sure that we maintain view-only access from the individual performing the independent transaction audit.

**Finding 4: Reliable Record of Payments Received by Main Not Established**

Most of our departments here in the County take payments and we have adopted by ordinance a Cash Receipting and Deposit Policy to guide our departments to help ensure that payments are being appropriately and timely deposited.


The county plans to explore adding a centralized address for all mail-in payments, which is a proactive step to streamline the payment collection process. By having two employees collect the mail, it ensures accountability and reduces the risk of misplaced or lost payments. As we transition this year to a .gov account, the County will explore adding a centralized during our address changes this year.

The difficulty with this is our department's accept payments by mail throughout the County where deliveries take place at different Post Offices within the County closer to the operations being 20 to 40 miles in distance from Monticello. Timeliness of the departments receiving those payments to receipt them and then return them back to the Treasurer's Office is a concern as they do not always come to Monticello for days on end and we do not want late fee's being applied to our citizens or vendors due to a slower system that we add in place, but we will give it an attempt to see if this will work.

As we change our letterhead and email address, by creating another mailing address for payments, then we will be able to create a Payment Registry in the Clerk/Auditor's Office. We will also encourage our departments to use a credit card payment system as much as possible.

Item 6.

Sincerely,



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Jamie Harvey  
Commission Chair



## COMMISSION STAFF REPORT

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**MEETING DATE:** April 2, 2024

**ITEM TITLE, PRESENTER:** Emery Telecom is requesting a Letter of Support from the San Juan County Commission for the ReConnect Broadband Funding. Elaine Gizler San Juan County, Economic Development and Visitor Services Director.

**RECOMMENDATION:** Consent

---

### SUMMARY

**Emery Telecom is requesting a letter of support from the San Juan County Commission as it applies for ReConnect funding through USDA Rural Development to expand fiber throughout San Juan County.**

### HISTORY/PAST ACTION

In the past the Commisison has provided Emery with Letters of Support for Broadband Funding.

### FISCAL IMPACT:

None





**SAN JUAN COUNTY COMMISSION**

Item 8.

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

April 2, 2024  
USDA Rural Development  
Rural Utilities Service  
STOP 1590, Rm 4121-S  
1400 Independence Ave.,  
SW Washington, DC 20250-1590

Re: ReConnect Broadband Deployment

To Whom It May Concern,

The San Juan County Commissioners are writing to express our support for Emery Telcom's application to develop fiber optic infrastructure in rural San Juan County today. As the Commissioners of this community, we can tell you firsthand how extremely beneficial access to reliable internet would be. Reliable, high-speed internet provides residents of rural communities and our neighbors with opportunities we may not have access to. It allows for economic development and individuals to overcome potential barriers and accessibility issues faced by the absence of the Internet.

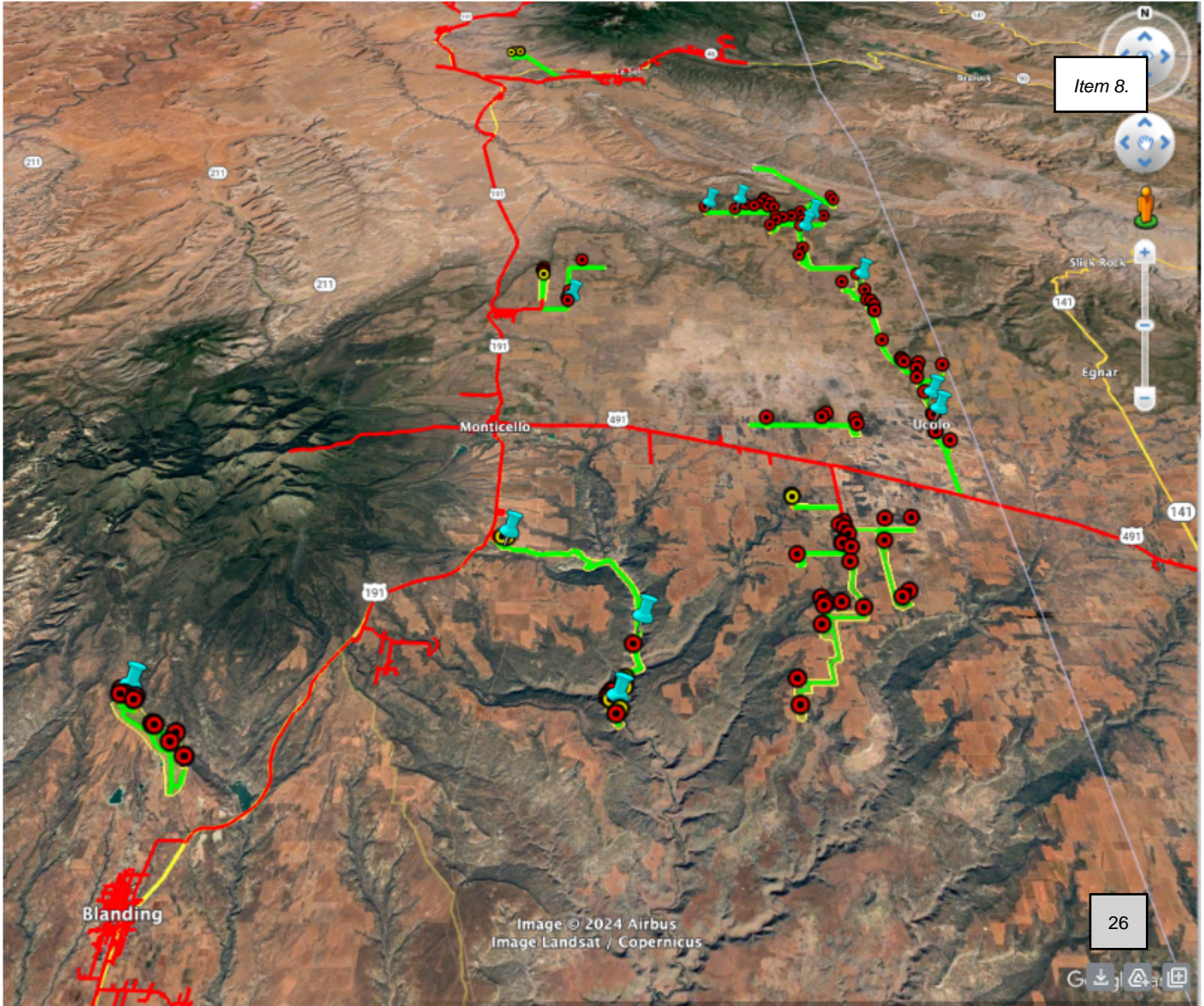
Developing fiber optic infrastructure in this community would allow members of San Juan County to stay connected digitally to their friends and family who may not necessarily live in this area. Reliable internet would enable the local community to apply for digital remote jobs they previously did not have access to. Fiber optic internet even has the potential to attract new businesses to the area and allow the community to develop alongside the rest of the country. Today's internet access goes beyond being able to find a good recipe to cook for dinner or stream a new movie with your family.

In the 21<sup>st</sup> century, fast internet means accessing job opportunities, digital books, and even online college degrees from your fingertips without ever having to leave home. The Internet is no longer a luxury; it is vital to supporting the well-being and growth of individuals and communities. Emery Telcom is committed to supporting the development of its communities, as demonstrated by the company's fantastic scholarship opportunities. I implore you to strongly consider Emery Telcom's application so that they may continue to support the rural counties of Utah and help propel our rural neighborhoods forward into the modern era.

Kind regards,

Jamie Harvey, Commission Chair  
San Juan County Commission  
117 So. Main Street  
P.O. Box 490  
Monticello, UT 84535

Item 8.



Blanding

Monticello

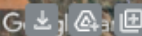
Ucofo

Slick Rock

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Image © 2024 Airbus  
Image Landsat / Copernicus

26





## COMMISSION STAFF REPORT

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**MEETING DATE:** April 2, 2024

**ITEM TITLE, PRESENTER:** Library County and Interlibrary Loan Policy Updated, Nicole Perkins,  
Library Director

**RECOMMENDATION:** Approve

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### SUMMARY

Request to update the Library County and Interlibrary (ILL) loan policy to limit the requests and checkouts of Interlibrary borrowed items at a given time and per patron. This will limit the financial liability for the County libraries in the event of borrowed items being lost or damaged by borrowing patrons.

### HISTORY/PAST ACTION

Approved

### FISCAL IMPACT

Purpose is to limit potential financial liability.

# San Juan County Library County Loan and Interlibrary Loan Policy

March 21, 2024

The Interlibrary Loan (ILL) service provides San Juan County library patrons with the opportunity to borrow materials from other libraries within and outside of the San Juan County (SJC) Library System.

Three types of ILL requests are available:

1. **County loans:** Material available for checkout at any SJC library may be available for exchange to any other SJC library. These items are exchanged weekly, when available, throughout the SJC libraries including Blanding, Monticello and three satellite libraries (La Sal, Bluff and Montezuma Creek). There is no charge for this service.
2. **Interlibrary Loans:** Requests for material not available at any SJC Library can be submitted to the Utah State Library loan program. Because items are mailed from libraries throughout the United States, the delivery time varies and cannot be guaranteed. ILL requests are limited to no more than 8 items at one given time. Up to 5 items can be sent home with 1 requesting patron at a time. The patron must return checked out ILL(s) before any other ILL(s) can be sent home with patron. Patron does run the risk of the checkout period coming due before being able to take additional items home. Interlibrary loans must be returned to the same branch where the requested loan was placed. Patron account must be in good standing in order to use this service. There is a \$2.00 charge, per item, for this service, paid at the time of check-out. If there is a grant or donation in place to cover these costs, this charge will not be enforced.
3. **Book Club Loans:** A service for local book clubs. Multiple copies of popular titles are often available through the Utah State Library’s Book Buzz collection. If not available, Interlibrary Loans will be placed for the requested number of books (with no guarantee of all arriving at the same time). There is no charge for this service. These loans must be returned to the same branch they were request was placed.

### NOTES:

The library’s ILL form is to be filled-out at the time of the request. The form is to be filled-in entirely as each step of the ILL process is completed. Additionally, spreadsheets are to be kept at each library for every item requested and received.

Due dates on ILL materials vary, and the patron is to be made aware of the due date by giving the patron a check-out receipt or by placing a sticky note on the item with the date due. Occasionally, renewals may be allowed, so the patron should contact their library **prior to the due date** to request a renewal as, typically, other institutions must be contacted to authorize the renewal.

If the item on loan is returned 30 days past the due date (or its renewal date), or in a damaged condition, the patron will be responsible for replacement costs for the item as well as for any additional fees. This is to be paid to their library, without delay, in cash or by check.

ILL services will be suspended or withdrawn for any patron who abuses this service.

Any exceptions to this policy ~~may~~ **must** be made by the Library Director or Assistant Library Director. This policy had been updated and adopted by the San Juan County Library Board of Trustees.

March 21, 2024

Library Board Chairperson: \_\_\_\_\_

Date: \_\_\_\_\_



## COMMISSION STAFF REPORT

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**MEETING DATE:** March 28,2024

**ITEM TITLE, PRESENTER:** Consideration and Approval of dust suppressant purchase, Presented by TJ Adair, Road Superintendent

**RECOMMENDATION:** Approval to Purchase

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### SUMMARY

This dust suppressant is used by San Juan County Road Department for dust control projects on certain county roads. San Juan County Road Department has used this product for many years and is quite pleased with its performance

### HISTORY/PAST ACTION

Approved for purchase last year.

### FISCAL IMPACT

\$51,502.50 – In 2024 Budget



## ROAD DEPARTMENT

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

March 28, 2024

**RE: Sole Source Justification – CBA/Custom Blend – A Dust Suppressant**

To Whom It May Concern,

San Juan County Road Department would like to purchase Custom Blend – A Dust Suppressant for routine dust control projects in 2023. The CBA/Custom Blend – A Dust Suppressant has been used by San Juan County for approximately seven years and works better than regular Magnesium Chloride and lasts longer.

Desert Mountain Corporation has been San Juan County Road Department's supplier for many years and introduced this project to our area. Desert Mountain will deliver and apply the product and we have been pleased with their performance and their product's performance.

Thank you for your consideration in approving this purchase.

Sincerely,

Todd Adair  
San Juan County  
Road Superintendent

PO Box 1633, Kirtland, NM 87417-1633  
 Office: 505-598-5730

**CUSTOMER ESTIMATE** Item 10.  
 \*\*\* Good for 30 days from date shown below

Sales Representative: Doyle Villers  
 Cell Phone #: 970-844-0811  
 eMail: d.villers@desertmtncorp.com

<b>Bill to:</b>	San Juan County, UT P.O. Box 188 Monticello, UT Zip: 84535	<b>Ship to:</b>	San Juan County, UT Various Road Locations Monticello State: UT Zip: 84535	<b>Date:</b>	3/11/2024 MAIN CONTRACT #
<b>Sales Tax ID#:</b>	na	<b>County:</b>	San Juan	<b>PURCHASE ORDER #</b>	
<b>AP Name:</b>	Martha Garner	<b>Site Contact:</b>	Clark Hawkins	<b>*FUEL SURCHARGE*</b>	
<b>AP Phone#:</b>	435-587-3230	<b>Site Phone#:</b>	435-587-3230	PADD4 None	
<b>AP eMail:</b>	mgarner@sanjuancounty.org	<b>Site eMail:</b>	chawkins@sanjuancounty.org		

~ INTERNAL USE ONLY ~ DMC Location Code NM01 Mileage from NM01 125 ~ INTERNAL USE ONLY ~

Quantity	Unit	Item Code / Description	Item Notes	Price	Total
38,150	Gal	CBA / Cust Blend-A	Delivered and Applied	1.35	51,502.50
					-
					-
					-
					-
					-
					-
					-

\* Fuel Surcharge May be applied if fuel goes above the per gallon price of \$5  
 \*\* Sales Tax (If Applicable it will be in addition to the SUBTOTAL)  
 \*\*\* Any Stand-by Time associated with contractor delays (pre-watering not complete, shutdowns, etc...) will be charged at \$140 per hour

<b>SUBTOTAL</b>	51,502.50
<b>SALES TAX**</b>	0.000% -
<b>MISC</b>	-
<b>GRAND TOTAL</b>	\$ 51,502.50

**Job Description and Special Notes**

Date: 4/18 @ 8AM	CR350, 6 Miles E. of Monticello	Gallons: 3,100
Date: 4/18 @ 11AM	CR308, 5 Miles E. of Monticello	Gallons: 7,300
Date: 4/13 @ 8AM	CR215, Wibbs Hill (3 Miles N. Blanding)	Gallons: 3,900
Date: 4/13 @ ??	CR331, 6 Miles N. of Monticello	Gallons: 2,800
Date: 4-26 @ 8AM	CR285, 6 Miles Johnson Creek (8 miles N. of Blanding)	Gallons: 21,050

When placing Order you MUST sign Here----->

Signature and Title \_\_\_\_\_ Date \_\_\_\_\_



## COMMISSION STAFF REPORT

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**MEETING DATE:** April 2, 2024

**ITEM TITLE, PRESENTER:** Consideration and Approval of Support for Ride with Respect's Grant Application, Nick Sandberg, Public Lands Coordinator

**RECOMMENDATION:** Approve Letter of Support

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### SUMMARY

Ride with Respect (RwR) has requested County support for their application for a grant from Utah's Off-Highway Vehicle Recreation Program. RwR is an organization that advocates for public land access, specifically for OHV access. They have been recipients of state grants which they use to fund their review and comment on land agency management plans specific to travel management. Most recently they provided comments on the Manti-LaSal Forest Management Plan. Their comments complement San Juan County's advocacy for public access to public lands. It is worthwhile for the County to support their current grant application. The attached letter states that support.

### HISTORY/PAST ACTION

The County has used input from this organization in developing its comments on federal travel management plans.

### FISCAL IMPACT

None.





**SAN JUAN COUNTY COMMISSION**

Item 11.

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

April 2, 2024

Utah OHV Advisory Council  
c/o Rachel Toker, OHV Grant Administrator  
Division of Outdoor Recreation  
Utah Department of Natural Resources  
P.O. Box 146001  
Salt Lake City, UT 84114

Re: Ride with Respect's OHV Grant Application

Dear Ms. Toker:

This letter is to let you know that San Juan County supports Ride with Respect's current application for a grant from Utah's Off-Highway Vehicle Recreation grant program. We understand that this grant will help Ride with Respect (RwR) in their efforts to preserve recreational off-highway riding access through review and comment on agency land use plans.

San Juan County also promotes the preservation and development of public land access and has appreciated the efforts and comments that RwR has made on federal agency land use plans. RwR provides expertise and feedback from the users' perspective that augments County comments. Most recently the County benefitted from RwR's input to County comments on the draft Manti-LaSal Forest Management Plan. We expect that RwR will have comments on the draft Bears Ears Monument Plan that will also be useful and complementary to County comments.

We hope that you will be able to approve RwR's current grant request.

Sincerely,

Jamie Harvey  
Commission Chairman

cc: Ride with Respect



## COMMISSION STAFF REPORT

**MEETING DATE:** April 2, 2024

**ITEM TITLE, PRESENTER:** Consideration and approval of the Utah Local Health Department Mutual Aid Agreement

**RECOMMENDATION:** Approval

### SUMMARY

In order to promote mutual cooperation and establish ways for Utah Local Health Departments, including San Juan County Public Health Department may assist each other in times of disaster or emergency, the following mutual aid agreement is proposed. It is the intent of this agreement to facilitate the sharing of resources among listed parties, and to avoid or minimize, where possible, any fault or liability towards any of the Local Health Department, beyond that which has been previously enacted by statute.

This Agreement recognizes that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel, and equipment in the event of such calamities; and the governing officials of the Parties desire to secure for each Local Health Department the benefits of Mutual Aid for the protection of life and property in the event of a disaster and/or health emergency.

The Local Health Departments wish to make arrangements for furnishing Mutual Aid in coping with Disasters and/or health emergencies and are so authorized and make this Agreement pursuant to the Utah Interlocal Cooperation Act as set forth in Title 11 Chapter 13 of the Utah Code.

The Local Health Departments recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would help ensure that adequate equipment and staffing is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a Disaster and/or health emergency and thus desire to enter into an agreement to provide Mutual Aid.

### HISTORY/PAST ACTION

This is a new agreement, but mutual aid has generally been promoted among Local Health Departments in the past.

### FISCAL IMPACT

Dependent upon nature and scale of emergencies that arise.

**UTAH LOCAL HEALTH DEPARTMENT  
MUTUAL AID AGREEMENT**

**PREAMBLE**

In order to promote mutual cooperation and establish a mechanism by which the listed parties may orderly assist each other in times of disaster or emergency, the following mutual aid agreement is established. It is the intent of this agreement to facilitate the provision and allocation of resources by and between listed parties, and to avoid or minimize, as much as possible, any fault or liability towards any party beyond that which has been previously enacted by statute.

This **Mutual Aid Agreement** ("Agreement") is entered into by, between, and among the following local health departments: Bear River Health Department, Central Utah Health Department, Davis County Health Department, Salt Lake County Health Department, San Juan County Health Department, Southeast Utah Health Department, Southwest Utah Public Health Department, Summit County Health Department, Tooele County Health Department, TriCounty Health Department, Utah County Health Department, Wasatch County Health Department, and Weber-Morgan Health Department.

**RECITALS**

WHEREAS, the cited local health departments are created pursuant to Utah Code Ann., Title 26A, Chapter 1, Local Health Departments; and

WHEREAS, pursuant to section 26A-1-109 of the Utah Local Health Department Act, each of the named local health departments has a Board of Health ("Boards") which determines the general policies to be followed in the administration of each department; and

WHEREAS, under Section 26A-1-114 of the Utah Local Health Department Act, the foregoing local health departments are primarily responsible for providing basic health services within their respective jurisdictions; and

WHEREAS, the Parties recognize the vulnerability of the people and communities located within the state of Utah to damage, injury, and loss of life and property resulting from disasters and/or health emergencies, and recognize that disasters and/or health emergencies may present equipment and staffing requirements beyond the capacity of each individual Party; and

WHEREAS, the Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural disasters, all capable of causing severe damage to property and danger to life; and

WHEREAS, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel, and equipment in the event of such calamities; and the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of a disaster and/or health emergency; and

WHEREAS, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Disasters and/or health emergencies and are so authorized and make this Agreement pursuant to the Utah Interlocal Cooperation Act as set forth in Title 11 Chapter 13 of the Utah Code; and

WHEREAS, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would help ensure that adequate equipment and staffing is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a Disaster and/or health emergency and thus desire to enter into an agreement to provide Mutual Aid; and

WHEREAS, it is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the Utah Interlocal Cooperation Act as set forth in Title 11 Chapter 13 of the Utah Code and other applicable provisions of law, and except as otherwise provided by law that the responsible local Health Officer in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans.

**NOW, THEREFORE,** the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct.
  
2. **DEFINITIONS.** For purposes of this Agreement, the terms listed below will have the following meanings:
  - A. **AGREEMENT** - this Inter-local Mutual Aid Agreement, duly executed, and not creating a new interlocal entity.
  
  - B. **ASSISTING PARTY** - the Party furnishing equipment, supplies, facilities, services

and/or manpower to the Requesting Party.

C. HEALTH EMERGENCY - an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry from harm or disease. Health Emergencies fall under the following categories:

(a) control the causes of epidemic and communicable diseases and other conditions significantly affecting the public health or necessary to protect the public health as set out in 26A-1-114; and

(b) respond to a national, state, or local emergency, or a public health emergency as defined in 26B-7-301.

D. DISASTER- the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, or other public calamity requiring emergency action.

E. EMERGENCY - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.

F. HEALTH OFFICER – the director of a local health department as set forth in Title 26A-1-110.

G. MUTUAL AID - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

H. PARTY - a local health department who enters into this agreement

I. REQUESTING PARTY - the Party requesting aid in the event of a Disaster or a

health emergency.

**3. PARTY'S EMERGENCY MANAGEMENT PLAN.** Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide and/or receive Mutual Aid.

**4. ACTIVATION OF AGREEMENT.** This Agreement may be activated by the Health Officer of the affected Party or the designee of the Health Officer after he or she has made:

- (a) a finding of a state of health emergency, emergency, or disaster, as defined in this agreement within the Party's jurisdictional boundaries; or
- (b) the occurrence or imminent threat of an emergency, health emergency, or disaster such that local capabilities are or are predicted to be exceeded; or
- (c) the governing body of the affected county or its designee has made a declaration of a local emergency.

The activation of the Agreement shall continue, whether or not the emergency declaration or health emergency is still active, until the services of the Assisting Party are no longer required.

**5. PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID.** The Health Officer or designee may request Mutual Aid assistance by: (1) submitting a written Request for Assistance to an Assisting Party, or (2) orally communicating a request for Mutual Aid assistance to an Assisting Party, which shall be followed by a written request within 24 hours. Mutual aid shall not be requested by a Party unless it is directly related to the disaster or emergency

and resources available from the normal responding agencies to the affected area are deemed to be inadequate or are predicted to be expended prior to resolution of the situation. All requests for mutual aid must be transmitted by the Health Officer or designee.

A. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the Health Officer of the Assisting Party or his or her designee and provide the necessary information as prescribed in Section 6.B.

B. **REQUIRED INFORMATION BY REQUESTING PARTY:** Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage, injury, or disease sustained or threatened;
2. Identification of the emergency service function or functions for which assistance is needed (e.g. nursing, emergency medical, transportation, communications, planning and information assistance, mass care, resource support, health and other medical services, environment health services, hazardous materials response, etc.), and the particular type of assistance needed;
3. The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed;
4. The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
5. The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.



This information may be provided on a form designed for this purpose or by any other available means.

**C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO**

**RENDER ASSISTANCE:** When contacted by a Requesting Party, the Health Officer of the Party from which aid is requested or his or her designee agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

**D. INFORMATION REQUIRED OF THE ASSISTING PARTY:** A Health Officer or his or her designee who determines that the Assisting Party has available personnel, equipment, or other resources, shall notify the Requesting Party and provide the following information, to the extent known:

1. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
2. The estimated length of time that the personnel, equipment, and other resources will be available;
3. The name of the person or persons to be designated as supervisory personnel; and
4. The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information may be provided on a form designed for this purpose or by any other available means.

E. SUPERVISION AND CONTROL: When providing aid under the terms of this agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, the response effort to which SHALL be organized and functioning within the National Incident Management System (NIMS) format. Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party.

The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.

F. MUTUAL AID PLAN. By their signatures below, each Party hereto certifies that it will provide Mutual Aid assistance under this Agreement. Additionally, each Party will develop a continuity of government plan which specifies those positions authorized to activate this Agreement.

G. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or

disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

I. RIGHTS AND PRIVILEGES: Personnel who are assigned, designated or ordered by their director to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

J. TERM OF DEPLOYMENT: The initial duration of a request for assistance will be specified by the Requesting Party, to the extent known based on the situation.

K. SUMMARY REPORT: Within ten (10) working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to the applicable Assisting Party. The report shall, at a minimum, include a chronology of events and description of personnel, equipment and materials provided by one Party to the other.

## **6. COSTS**

All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses, and transportation expenses shall be paid by the Assisting Party. However, costs

associated with the provision of Mutual Aid, including but not limited to compensation for personnel, operation and maintenance of equipment, damage to equipment, medical expenses, and transportation expenses may be paid for by the Assisting Party and reimbursed by the Requesting Party at actual costs, based upon available funding through local, state, or federal funds. If the emergency is declared a local emergency or disaster, the Requesting Party will work with the Utah Department of Public Safety, Utah Division of Emergency Management and/or the Utah Department of Health and Human Services to have the costs associated with disaster response reimbursed from the State Response, Recover, and Post-disaster Mitigation Restricted Account as outlined in Utah Code 53-2a-13. If the emergency is declared a disaster by the federal government, the Requesting Party will work with the Utah Department of Public Safety, Division of Emergency Management and/or the Utah Department of Health and Human Services to have costs associated with disaster response reimbursed through FEMA. The Requesting Party would then provide payment to the Assisting Party for those expenses that were reimbursable under the disaster declaration. Requests for reimbursement must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Assisting Party shall be responsible for creating and maintaining, for a period of three years, a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement.

## **7. INSURANCE**

A. **WORKERS COMPENSATION COVERAGE:** Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Utah Workers Compensation requirements.

B. AUTOMOBILE LIABILITY COVERAGE: Each Party shall be responsible for its own actions and is responsible for complying with the Utah Motor Vehicle Financial Responsibility laws.

C. GENERAL LIABILITY and PUBLIC OFFICIALS' LIABILITY: To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public officials' liability, if applicable, or maintain a comparable self-insurance program.

D. OTHER COVERAGE: The Assisting Party shall provide and maintain their standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

**8. WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED.** The parties to this Agreement are government entities and are subject to the Utah Government Immunity Act, Sections 63G-7-201. Each Party hereto waives all claims against the other Parties for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an employee or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein. Nothing in this agreement shall be construed to waive any of the privileges and immunities provided by law to the Parties, including and relating to, but not limited to, medical, law enforcement, fire, health, ambulance, or any other specialized

services, of any of the Parties, or to waive the limits of liability applicable to any Party.

**9. INDEMNIFICATION AND HOLD HARMLESS**

A. The Requesting Party agrees to indemnify and hold harmless the Assisting Party and the officers, deputies, employees, and representatives of the Assisting Party, if they are acting within the course and scope of their duties, from all claims, suits, actions, damages and costs of every kind, including but not limited to a reasonable attorney's fees, and court costs arising or resulting from the performance or provision of services and materials by the Assisting Party to the Requesting Party under this agreement unless such claims are the result of the negligence of the Assisting Party or the officers, deputies, employees or representatives of the Assisting Party.

B. The Assisting Party shall hold harmless and indemnify the Requesting Party and officers, deputies, employees, and representatives of the Requesting Party against any liability for any and all claims arising from any damages or injuries caused by the negligence of the Assisting Party or the officers, deputies, employees or representatives of the Assisting Party except to the extent of the negligence of the Requesting Party or the officers, deputies, employees or representatives of the Requesting Party.

C. Subject to the foregoing, nothing in this agreement shall be construed as an agreement by a Party to indemnify or hold harmless, or in any way assume liability for, the personal injury, death, or property loss or damage caused by the negligence of any other Party or person.

**10. EXPENDING FUNDS.** Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall

have any liability for the failure to expend funds to provide aid hereunder.

**11. TERM.** This Agreement shall become effective as to each Party on \_\_\_\_\_ and shall continue in force for ten (10) years and remain binding on each and every Party until such time as the Local Board of Health or governing body of a Party terminates its participation in this Agreement pursuant to Section 20 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

**12. ENTIRETY.** This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during, or in connection with, a Disaster and/or health emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 19 below.

**13. RATIFICATION.** Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

**14. OTHER MUTUAL AID AGREEMENTS.** It is understood that certain Parties may have heretofore contracted or may hereafter contract with each other for Mutual Aid in Civil Emergency and/or Disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall not preempt any existing agreement. To assist each other in the process of Mutual Aid response planning, each Party agrees to inform the other Parties of all Mutual Aid

Agreements that each Party has with other municipalities, entities, counties, and state or federal agencies. This agreement should be consistent with other agreements previously entered into.

**15. INTERLOCAL COOPERATION ACT.** The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "government entities" as defined herein and in the Interlocal Cooperation Agreement Act of the Utah Code.

**16. SEVERABILITY.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**17. VALIDITY AND ENFORCEABILITY.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

**18. AMENDMENT.** This Agreement may be amended only by the mutual written consent of the Parties.

**19. TERMINATION.** Any Party may at any time, by notice of the local Board of Health or its Designee given to all the other Parties, decline to participate in the provision of Mutual Aid.



The Health Officer who is a signatory hereto shall give notice of termination of participation in this Agreement and submit a certified copy of such notice to all other Parties. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto. No joint assets will be acquired or need disposal under this agreement.

**20. THIRD PARTIES.** This Agreement is intended to apply only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

**21. NOTICE.** Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective local health department Health Officer, and may be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by email transmission.

**22. WARRANTY.** The Agreement has been officially authorized by the local board of health of each Party hereto by order of the Health Officer or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

**23. GOVERNING LAW AND VENUE.** The laws of the State of Utah shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the

geographical limits of only one district that is a Party hereto, venue shall lie in the district in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one district that is a Party hereto, venue shall be determined in accordance with the Utah Rules of Civil Procedure.

**24. HEADINGS.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

*{Signatures}...*

San Juan County Public Health Department

\_\_\_\_\_

Local Health Department

Grant Sunada  
\_\_\_\_\_

Name

\_\_\_\_\_

Signature

4/2/2024  
\_\_\_\_\_

Date

\_\_\_\_\_

Jamie Harvey  
Chair, San Juan County Commission

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



## COMMISSION STAFF REPORT

**MEETING DATE:** April 3, 2024

**ITEM TITLE, PRESENTER:** Consideration and approval of the interlocal agreement for E-Cigarette, Tobacco & Other Drug Prevention between San Juan County and the Hozho 'go Iina 365 Program of the Utah Navajo Health System, presented by Grant Sunada, Public Health Director

**RECOMMENDATION:** Approval

### SUMMARY

San Juan County Public Health Department sought applications from local organizations focused on or able to provide evidence-based programs that are focused on substance abuse prevention, specifically related to E-cigarette, tobacco, and other drug prevention. Applications included an organizational description, the community to be served, a problem statement, a plan for activities, an intervention or evidence-based/promising practice, objectives, strategies, and a budget. Applications were scored across these previous categories and then chosen based on the scoring results.

### FISCAL IMPACT

\$25,000 in Tobacco Prevention and Control (SB37) funds provided to San Juan County Public Health will be passed on to the Hozho 'go Iina 365 Program of the Utah Navajo Health System for activities to be completed by June 30, 2024.

**INTERLOCAL COOPERATION  
AGREEMENT FOR COMMUNITY-BASED E-  
CIGARETTE, TOBACCO & OTHER DRUG  
PREVENTION**

This agreement for E-Cigarette, Tobacco & Other Drug Prevention is between San Juan County, a political subdivision of the State of Utah (the "County"), and the Hozho 'go Iina 365 Program within the Utah Navajo Health System, a 501(c)(3) private not-for-profit corporation registered in the state of Utah (the "Program"). County and School may be referred to collectively as the "parties" herein or individually as a "party" herein.

**WITNESSETH:**

WHEREAS, the Parties pursuant to the [Utah Interlocal Cooperation Act](#) as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the Utah Code Ann. (1953) as amended, are authorized to enter into this agreement.

WHEREAS, SB37 provides Tobacco Prevention and Control funds to San Juan County Public Health Department (the "Department") to distribute to qualifying organizations, provided they qualify under the conditions set forth in the Grant, in support of activities that will decrease E-Cigarette use among students in San Juan County, and increase parental involvement through tobacco prevention education.

WHEREAS, the Program confirms that it is an organization that is focused on or able to provide evidence-based programs that are focused on substance abuse prevention.

The parties therefore agree as follows:

1. The County's Obligations.

- 1.1. The Department will provide technical support to the Program and connect the Program to relevant expertise as needed.
- 1.2. The Department reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in the Department's sole discretion deems such action is necessary: (1) because the Program has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Department; or (3) to comply with any law or regulation applicable to the Program, to the Department, or this grant.

2. The Party's Obligations.

- 2.1. This grant may be used only for the Program's charitable and educational activities. While the County understands that the Program may participate in the public policy process, consistent with its tax-exempt status, the Program may not use any of these grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Program's proposal and related correspondence, and may not be expended for any other purposes without the Department's prior written approval.

The Program accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Department may request that the Program return any unexpended grant funds remaining at the end of the project period.

- 2.2. The Program will provide to the Department a report on the 15th of months April and July of year 2024. The reports will list quarterly activities accomplished, provide an accounting for the expenditures of grant funds, describe measurable outcomes as a result of the expenditures, describe the impact and effectiveness of programs and activities funded through the grant, and indicate the amount of the grant funds remaining on the date that the report is submitted.
  - 2.3. The Program will promptly provide and additional information, reports, and documents the Department may request and will allow the Department and its representatives to have reasonable access a during regular business hours to files, hours, records, accounts, or personnel that are associated with this grant, for the purpose of making financial reviews, verifications, or program evaluations as may be deemed necessary by the Department.
  - 2.4. The Program will allow the Department to review and approve the text of any proposed product concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Department reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether to be credited as a funder of the product.
3. Costs. The County agrees to pay the Program the costs for activities approved under this contract and the attached Grant Application. The County will submit payment to the Program within thirty (30) days of the County receiving an invoice prepared by the Program relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, County shall pay the Program for all services rendered by the Program under this agreement prior to the date that this agreement is terminated.
  4. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
  5. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.
  6. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
    - 6.1. The mutual written agreement of the parties;
    - 6.2. By either party after any material breach of this agreement;
    - 6.3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
    - 6.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
  7. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions,

activities, and/or business sponsored or conducted.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.
9. No Separate Legal Entity. No separate legal entity is created by this agreement.
10. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
11. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. Program employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of the Program for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
12. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
13. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.
14. Entire Agreement: Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.

15. Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, 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.
16. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:
  - 16.1. With respect to any provision that the arbiter 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
  - 16.2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.
17. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.



PROGRAM	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
Printed: _____ Name	_____ Program Attorney
Signature _____	
Dated:	Dated:
ATTEST:	
_____	
Printed Name _____	
Dated:	

SAN JUAN COUNTY	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
_____ Jamie Harvey, Chairman	_____
Board of San Juan County Commissioners	San Juan County Attorney's Office
Dated:	Dated
ATTEST:	
_____	
San Juan County Clerk Auditor	
Dated:	



# E-Cigarette, Marijuana, & Other Drug Prevention Grant Application

<b>Applicant Information:</b>			
<b>Timeline</b>	<ul style="list-style-type: none"> <li>• <u>Application Due Date</u>: Monday, December 11, 2023, by 11:59</li> <li>• <u>Funding Status Notification</u>: <b>On or after Monday, December 11, 2023</b></li> <li>• <u>Project period</u>: Through the remainder of the fiscal year (10/13/2023 to 06/30/2024)</li> </ul>		
<b>Organization Name:</b>	Utah Navajo Health System - Hozho' go lina 365		
<b>Organization Address:</b>	1478 E HWY 162 <i>Address</i>	Montezuma Creek <i>City</i>	84534 <i>Zip</i>
<b>Contact Information:</b>	<a href="mailto:tjackson@unhsinc.org">tjackson@unhsinc.org</a> ; <a href="mailto:ssagg@unhsinc.org">ssagg@unhsinc.org</a> <i>Email</i> Tazbah Jackson; Shaina Sagg <i>Organizational Representative</i>		435-678-0352/0758 <i>Phone</i> Community Wellness Specialist <i>Title</i>
<b>Organizational Type:</b>	<ul style="list-style-type: none"> <li><input type="radio"/> <u>Coalition</u>: a coalition of community organizations that is focused on substance abuse and prevention.</li> <li><input type="radio"/> <u>Local Government Agency</u>: a local government agency, including a law enforcement agency, for a program that is focused on substance abuse and prevention.</li> <li><input type="radio"/> <u>Education</u>: a local education agency as defined in Section 53J-1-301</li> <li><input type="radio"/> <u>Other</u>: other organizations focused or able to provide evidence-based program(s) that are focused on substance abuse prevention.</li> </ul>		
<b>Organizational Description:</b>	<p><i>Provide a brief description of the agency applying for funding. Include any experience or expertise the agency has with the population they intend to serve.</i></p> <p><i>The initiative, Hozho'go lina 365 (HI365), operates in collaboration with the Utah Navajo Health System (UNHS) within the Behavioral Health department, serving San Juan County, Utah communities. The HI 365 outreach extends to key educational institutions, including Whitehorse High School, Monument Valley High School, and Navajo Mountain High School.</i></p> <p><i>HI 365's approach involves various activities to implement well-being and community engagement. The following are some of the activities we have done with the scholars, such as self-care practices, talking circles, discussions on emotions, journaling, beading, drawing, and recognizing positive traits, which are presented as choices for scholars to participate in, promoting autonomy and personal connection.</i></p> <p><i>Collaboration is a cornerstone of our efforts, and we actively engage with other programs within the behavioral health department. These include initiatives focused on Suicide Awareness Month, Domestic Violence Awareness Month, Mental Health Awareness, and the Food Prescription (FVRx) program. Our goal is to raise awareness, promote unity, and convey the</i></p>		

	<p><i>message that we can collectively break the cycles of generational trauma in the communities in the Utah Navajo strip.</i></p> <p><i>The stark realities reflected in the higher rates of suicide, drug and alcohol abuse, and domestic violence on American Indian reservations, as highlighted by SAMHSA, underscore the pressing need for healing within our community. Living on the reservation intensifies our understanding of this need, motivating us to address it comprehensively.</i></p> <p><i>Our strategy revolves around education and visibility. By making a positive presence felt in our communities, we aim to remind community members that support is available through our Behavioral Health department. This proactive approach is our commitment to making a meaningful difference and contributing to the healing of current and future generations.</i></p>
<p>Amount Requested <b>No more than \$80,000</b></p>	<p>\$ 25,000</p>

**Introduction**

Thank you for considering the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program. The San Juan County Public Health Department is accepting applications for Fiscal Year 2023. The purpose of this grant is to “address root causes and factors associated with the use of electronic cigarettes, marijuana, and other drugs.”

Please send your completed application to Rebecca Benally at [rbenally@sanjuancounty.org](mailto:rbenally@sanjuancounty.org) call the front office at 435-587-3838 for any questions. We will be accepting applications until midnight on December 11th.

Applicants are expected to complete all information requested in this application.

**INFORMATION TO INCLUDE IN APPLICATION**

Define the community you will serve:

Please define the communities you propose to serve. Recipients may use various geographic boundaries, including neighborhoods, census tracts, zip codes, and school districts, as well as townships and counties, to define their community. Applicants should be realistic about the size and population of the area in which they have the ability to create change. For example, choosing a community that is too large may be problematic due to the inclusion of neighborhoods that have significantly different problems to be addressed.

*The program aims to serve high school students in Southern San Juan County, including those in the Northern portion of the Navajo Nation, extending from Northern Arizona to Southern Utah with a largely non-industrial financial base. The population is principally Navajo (77%), and the entire UNHS service area is a federally designated frontier area and medically underserved as defined by the Health Resources and Services Administration. In the target population, 51% of the population do not have running water, electricity, telephone, or a central source of heating; 53% to 59% of the target population are unemployed with an average per capita income of \$10,024.00, about half of the state and national per capita income. 78% of the population is below the 100% Federal Poverty Level (FPL), and 96% is below 200% of the FPL. The UNHS community health centers are in Montezuma Creek, Monument Valley, Blanding, and Navajo Mountain. The mean time to travel to work averages over 22 minutes; comparable travel times are necessary to access basic needs and services (U.S. Census Bureau, 2021). Due to the remote area and poor road conditions, people in this target population*

must travel anywhere from thirty minutes to an hour and a half to access primary healthcare. This travel time increases significantly during inclement weather as dirt roads become impassable.

**Statement of the problem:**

Please describe the following:

- What are the current youth substance use problems in your community that you plan to address? Include local data from the [Student Health and Risk Prevention \(SHARP\)](#) survey to justify your choice.

*In our interactions with students, the Hozho'go lina 365 staff observed and received feedback from several scholars, parents, and school staff about the prevalent issue of alcohol, electronic vaping, and recreational drug use, both within the school environment and their homes. The accessibility to these substances becomes a significant concern due to the presence of family members or close friends engaging in recreational drugs, electronic vaping use, or alcohol consumption. This ease of access poses a potential risk for scholars.*

*The Hozho'go lina 365 staff intend to address not only the dangers associated with alcohol, vaping, cigarettes, and recreational drugs but also to highlight the risks associated with the use of vapes. Distributing flyers and posters and speaking about e-cigarettes can lure teens into thinking they are harmless. These electronic vaping devices may contain recreational drugs or serve as an alternative form of tobacco use. It's crucial to address these issues comprehensively to ensure the well-being and safety of our scholars.*

*The SHARP survey data/results will be utilized in the program to identify the needs, risk factors, etc.*

- What are the risk/protective factors you plan to address that contribute to this problem? Include local data from the [Student Health and Risk Prevention \(SHARP\)](#) survey on the risk/protective factors you plan to address.

*Empowering parents to participate in fostering a positive relationship with their children is essential to creating a supportive environment where scholars can freely express themselves and communicate their emotions. Build trusting relationships so scholars feel comfortable confiding in someone when facing pressure. Encouraging open and healthy communication between both parties is critical. Studies demonstrate that when parents are involved in their children's daily lives, it can help curb drug, vaping, and alcohol use. Additionally, equipping parents with the necessary skills to guide their loved ones when faced with comparable circumstances is vital.*

*It's essential to recognize that there are shared protective factors among vaping, drug, and alcohol use. These activities are often interrelated, and understanding the connections can help us better address the underlying factors that contribute to them.*

**Your plan**

Recipients need to develop and implement a comprehensive 12-month Action Plan. A comprehensive 12-month Action Plan will include an appropriate mixture of all [Seven Strategies for Community Level Change](#) listed below.

Provide a detailed 12-month Action Plan using the table below. The Action Plan should foster community-level change by including a combination of goals, objectives, strategies, and activities. Include measurable goals and outline activities using this form. See Appendix A for more information on how to develop this action plan.

**Intervention, Evidence-Based, or a Promising Practice**

The statute requires your intervention to be evidence-based or promising practice as defined by the CDC. Visit [https://www.cdc.gov/tobacco/stateandcommunity/best\\_practices/index.htm](https://www.cdc.gov/tobacco/stateandcommunity/best_practices/index.htm) for guidance. Please describe how the activities listed in your action plan are evidence-based or a promising practice.

**Risk and Protective Factors:** List the Risk and Protective Factor(s) that will be addressed.

**Goal:** Describe the strategy you plan to use to impact the identified risk and protective factor.

- It's essential to recognize that there are shared protective factors among vaping, drug, and alcohol use. These activities are often interrelated, and understanding the connections can help us better address the underlying factors that contribute to them.

<p><b>Risk Factors:</b></p> <ul style="list-style-type: none"> <li>● Favorable attitudes toward the problem behavior</li> <li>● Family conflict</li> <li>● Low neighborhood attachment and community disorganization</li> <li>● Extreme Economic Deprivation</li> <li>● Family history of antisocial behavior</li> <li>● Poor family management</li> </ul>	<p><b>Protective Factors:</b></p> <ul style="list-style-type: none"> <li>● Cultivate positive relationships between parents and students.</li> <li>● Provide support to parents to facilitate conversations with their children about the dangers of drinking, vaping, or using recreational drugs.</li> <li>● Give parents the confidence and tools to talk with their children about the dangers of recreational drugs, vaping, or the use of recreational drugs.</li> <li>● Educate parents on what vaping and e-cigarettes are and what the dangers are.</li> <li>● Educate parents and students on how vaping and e-cigarettes grab the attention and promote their products as harmless.</li> <li>● It is essential to acknowledge and praise students, boosting their self-confidence to overcome any obstacles they may face in the present or future.</li> <li>● Opportunities and rewards for prosocial involvement to help students bond with the community</li> </ul>	<p><b>Goal:</b></p> <ul style="list-style-type: none"> <li>● To enhance student support by leveraging familial connections or other relationships as a resource in the event of vaping, drug, or alcohol-related incidents.</li> <li>● Explore the distinctions between traditional and recreational drugs.</li> <li>● Gain a deeper understanding of the health risks associated with traditional tobacco and cigarettes by exploring their differences in use.</li> <li>● Integrating traditional teachings and incorporating them into our discussions is of paramount importance.</li> <li>● Establishing trust between parents and students is vital to nurturing a healthy relationship. One way to achieve this is through planned activities to encourage bonding and foster open communication.</li> <li>● Utilize the family dynamics as the first line of defense when the student is confronted with peers who may be using drugs, vaping, or drinking.</li> <li>● We are incorporating food dishes to create opportunities for engaging in meaningful conversations.</li> </ul>
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		<ul style="list-style-type: none"> <li>• We are encouraging artistic expression through projects and providing positive reinforcement.</li> <li>• Provide parents and students with the necessary tools to participate in meaningful conversations.</li> <li>• It is essential to acknowledge and praise students, boosting their self-confidence to overcome any obstacles they may face in the present or future.</li> <li>• We are creating a sense of connection between parents and students.</li> </ul>
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**Objective:** Provide a measurable objective to achieve the identified goal.

(In the table below)

**Strategies, Activities, or Aims:** Indicate the specific strategies, activities, or aims you will use to accomplish the objective.

Strategy/Activity	Who is responsible?	By When?	What outcome will result from your activity?	
<p>Foster trust and enhance communication skills within families. A key strategy component involves educating parents and scholars about the positive Dine' teachings, emphasizing the rich cultural heritage.</p> <ul style="list-style-type: none"> <li>- Focus on distinguishing conventional drugs, and vapes, versus traditional medicines, promoting a healthier and culturally rooted lifestyle. This approach strengthens family bonds and contributes to the community's overall well-being.</li> <li>- Engaging a Dine community member who can speak about</li> </ul>	<p>Hozho'go lina 365 Staff</p>	<p>2025</p>	<p>Process Objective:</p>	<p>Parent and student involvement will build healthy relationships where parents feel more comfortable talking about the dangers/long-term effects of drugs, alcohol, and vaping with their children. Family activities will help students feel comfortable talking with their parents and improve communication.</p>
			<p>Short-Term Objective:</p>	<p>Educate all students and parents through activities that can assist in helping build healthy and trusting relationships. Prepare scholars to confidently say "No" when faced with drugs, alcohol, or vaping.</p>

<p>the risks associated with alcohol, vaping, and drug use.</p>			<p>Long-Term Objective: Decrease the favorable attitude and reduce the usage of vaping, smoking, or use of recreational drugs by 2%.</p>
<p>Disseminate information/education by educational presentation and web-based communication.</p> <ul style="list-style-type: none"> <li>-</li> </ul>	<p>Hozho’go lina 365 Staff</p>	<p>2025</p>	<p>By 2025, 100 pamphlets on tobacco use will be disseminated to students and parents.</p> <p>By 2025, the Hozho’go lina 365 will attend five tabling events to promote tobacco prevention.</p>
<p>Provide opportunities to support students in activities that reduce risk or enhance protection.</p> <ul style="list-style-type: none"> <li>- <i>Develop a list of engaging conversation topics suitable for family discussions during meal preparation, enabling the integration of everyday activities with meaningful interactions.</i></li> <li>- <i>Utilize the family dynamics as the first line of defense when the student is confronted with peers who may be using drugs, vaping, or drinking.</i></li> <li>- One helpful activity is the creation of a vision board that outlines</li> </ul>	<p>Hozho’go lina 365 Staff</p>	<p>2025</p>	<p>By 2025, about 2% of students will report a decrease in favorable attitudes and reduce the usage of vaping, smoking, or use of recreational drugs.</p>

goals and the potential outcomes of abstaining from drugs or alcohol versus continued usage. This project includes establishing objectives and identifying potential obstacles that may arise as a result of drug use, vaping, or alcohol consumption.

\*If additional space is needed, feel free to attach as many pages as needed to your application.

**Your Budget**

In this section, applicants must provide an 8-month Budget Narrative to include budget details and justification for grant expenditures.

The Budget Narrative is used to determine the reasonableness and allowability of costs. All of the proposed costs listed must be reasonable and necessary to accomplish project objectives, allowable in accordance with applicable Federal Cost principles, auditable, and incurred during the project period.

Proposed budgets must not exceed \$80,000 in total costs in any year of the proposed project. Annual continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of the required data and reports, and compliance with all grant awards Terms and Conditions. Failure to comply with the Terms and Conditions of the awards may result in suspension or termination of the award.



**Budget Form**

Please complete the following budget form.

Category of Funding	Justification	Funding Amount
<b>Personnel Salary</b>		\$ 0
<b>Fringe Benefits</b>		\$ 0
<b>Travel (in/out of state)</b>	1) Out-of-town travel, hotel rooms, etc: For hotels for program-related conferences, training, and travel to provide program events. 2) Transportation: For any travel transportation related to conferences, training, and traveling to provide program events. Local travel is needed to attend local meetings, project activities, and training events. 3) Per Diem: For any per diem expenses related to conferences, training, and event type of travel.	\$ 6,500
<b>Conferences/Workshops</b>	1) Registration fees: For program-related conference registration fees to provide program events.	\$1,500
<b>Supplies</b>	1) Food: For food purchases for the prevention education workshops held at the school and community prevention educational events. 2) Promotional Items: For Program Promotional Items such as t-shirts, pens, brochures, etc. to promote e-cigarettes, marijuana, and other drug prevention. 3) Incentives: For program incentives to retain student and family participation in the program, such as gift-cards, self-care items (journals, yoga mats, etc), etc.	\$ 10,000
<b>Equipment</b>	1) Speaker with Microphone: For program events and activities related to e-cigarettes, marijuana, and other drug prevention to address the target population. 2) Digital Device: For a digital device for media prevention education and content curation.	\$ 1,500
<b>Subcontractors</b>	1) For any contact services, such as prevention education trainers and speakers for conferences and events that the staff will conduct. This will also be used for event space rental fees for the conferences and events.	\$ 5,500
<b>Media Outreach</b>		\$ 0
<b>Other</b>		\$ 0
<b>Total Amount Requested</b>		\$ 25,000

\*If additional space is needed, feel free to attach as many pages as needed to your application

**Reporting Project Progress**

Grant recipients will report to the local health department four times over the year of funding. Reports are due on the 15<sup>th</sup> of each month (October, January, April, July). The grant recipient shall report the following:

1. List quarterly activities accomplished.

2. Provide accounting for the expenditure of grant funds.
3. Describe measurable outcomes as a result of the expenses.
4. Describe the impact and effectiveness of programs and activities funded through the grant.
5. Indicate the amount of grant funds remaining when the report is submitted.

After a grant recipient expends all funds awarded to the recipient under the grant program, the grant recipient shall submit a final report to the local health department.

On or before September 1 of each year, each local health department shall submit the reports to the Associations of Local Health Departments, who, in collaboration with the Department of Health, submit a report to the Health and Utah State Legislature Human Services Interim Committee.

### **Appendix A – Developing Measurable Objectives**

To be able to evaluate your project effectively, it is critical that you develop measurable objectives. This appendix provides information on developing objectives. It also provides examples of well-written measurable objectives.

#### **OBJECTIVES**

*Definition* – Objectives describe the result to be achieved and the manner in which they will be achieved. Multiple objectives are generally needed to address a single goal. Well-written objectives help set program priorities and targets for progress and accountability. It is recommended that you avoid verbs that may have vague meanings to describe the intended outcomes, like “understand” or “know” because it may prove difficult to measure them. Instead, use verbs that document action, such as: “By the end of 2022, 75 percent of program participants will be placed in permanent housing.” In order to be effective, objectives should be clear and leave no room for interpretation. SMART is a helpful acronym for developing objectives that are specific, measurable, achievable, realistic, and time-bound.

*Specific* – Includes the “who” and “what” of program activities. Use only one action verb to avoid issues with measuring success. For example, “Outreach workers will administer the HIV risk assessment tool to at least 100 injection drug users in the population of focus.”

*Measurable* – How much change is expected. It must be possible to count or otherwise quantify its results. It also means that the source of and mechanism for collecting measurement data can be identified and that collection of the data is feasible for your program. A baseline measurement is required to document change (e.g., to measure the percentage of increase or decrease.) If you plan to use a specific measurement instrument, it is recommended that you incorporate its use into the objective. Example: By 9/18, increase by 10 percent the number of 8<sup>th</sup>, 9<sup>th</sup>, and 10<sup>th</sup>-grade students who disapprove of marijuana use as measured by the annual school youth survey.

*Achievable* – Objectives should be attainable within a given time frame and with available program resources. For example, “The new part-time nutritionist will meet with seven teenage mothers each week to design a complete dietary plan” is a more achievable objective than “Teenage mothers will learn about proper nutrition.”

*Realistic* – Objectives should be within the scope of the project and propose reasonable programmatic steps that can be implemented within a specific time frame. For example, “Two ex-gang members will make one school presentation each week for two months to raise community awareness about the presence of gangs” is a more realistic objective than “Gang-related violence in the community will be eliminated.”

*Time-bound* – Provide a time frame indicating when the objective will be measured or the time by when the objective will be met. For example, “Five new peer educators will be recruited by the second quarter of the first funding year” is a better objective than “New peer educators will be hired.”

\*This form is not saved anywhere on this website. Please copy or print your completed application and then attach it to your email or mail submission to [rbenally@sanjuancounty.org](mailto:rbenally@sanjuancounty.org) 735 S. 200 W. STE 2, Blanding, Utah 84511.



## COMMISSION STAFF REPORT

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**MEETING DATE:** April 3, 2024

**ITEM TITLE, PRESENTER:** Consideration and approval of the interlocal agreement for E-Cigarette, Tobacco & Other Drug Prevention between San Juan County and the Albert R. Lyman Middle School, presented by Grant Sunada, Public Health Director

**RECOMMENDATION:** Approval

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### SUMMARY

San Juan County Public Health Department sought applications from local organizations focused on or able to provide evidence-based programs that are focused on substance abuse prevention, specifically related to E-cigarette, tobacco, and other drug prevention. Applications included an organizational description, the community to be served, a problem statement, a plan for activities, an intervention or evidence-based/promising practice, objectives, strategies, and a budget. Applications were scored across these previous categories and then chosen based on the scoring results.

### FISCAL IMPACT

\$36,5000 in Tobacco Prevention and Control (SB37) funds provided to San Juan County Public Health will be passed on to the Albert R. Lyman Middle School for activities to be completed by June 30, 2024.

**INTERLOCAL COOPERATION  
AGREEMENT FOR COMMUNITY-BASED E-  
CIGARETTE, TOBACCO & OTHER DRUG  
PREVENTION**

This agreement for E-Cigarette, Tobacco & Other Drug Prevention is between San Juan County, a political subdivision of the State of Utah (the "County"), and the Albert R. Lyman Middle School within the San Juan County School District within the state of Utah (the "School"). County and School may be referred to collectively as the "parties" herein or individually as a "party" herein.

**WITNESSETH:**

WHEREAS, the Parties pursuant to the [Utah Interlocal Cooperation Act](#) as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the Utah Code Ann. (1953) as amended, are authorized to enter into this agreement.

WHEREAS, SB37 provides Tobacco Prevention and Control funds to San Juan County Public Health Department (the "Department") to distribute to qualifying organizations, provided they qualify under the conditions set forth in the Grant, in support of activities that will decrease E-Cigarette use among students in San Juan County, and increase parental involvement through tobacco prevention education.

WHEREAS, the School confirms that it is an organization that is focused on or able to provide evidence-based Schools that are focused on substance abuse prevention.

The parties therefore agree as follows:

1. The County's Obligations.

- 1.1. The Department will provide technical support to the School and connect the School to relevant expertise as needed.
- 1.2. The Department reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in the Department's sole discretion deems such action is necessary: (1) because the School has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Department; or (3) to comply with any law or regulation applicable to the School, to the Department, or this grant.

2. The School's Obligations.

- 2.1. This grant may be used only for the School's charitable and educational activities. While the County understands that the School may participate in the public policy process, consistent with its tax-exempt status, the School may not use any of these grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the School's proposal and related correspondence, and may not be expended for any other purposes without the Department's prior written approval. The School accepts

- responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Department may request that the School return any unexpended grant funds remaining at the end of the project period.
- 2.2. The School will provide to the Department a report on the 15th of months April and July of year 2024. The reports will list quarterly activities accomplished, provide an accounting for the expenditures of grant funds, describe measurable outcomes as a result of the expenditures, describe the impact and effectiveness of Schools and activities funded through the grant, and indicate the amount of the grant funds remaining on the date that the report is submitted.
  - 2.3. The School will promptly provide and additional information, reports, and documents the Department may request and will allow the Department and its representatives to have reasonable access a during regular business hours to files, hours, records, accounts, or personnel that are associated with this grant, for the purpose of making financial reviews, verifications, or School evaluations as may be deemed necessary by the Department.
  - 2.4. The School will allow the Department to review and approve the text of any proposed product concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Department reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether to be credited as a funder of the product.
3. Costs. The County agrees to pay the School the costs for activities approved under this contract and the attached Grant Application. The County will submit payment to the School within thirty (30) days of the County receiving an invoice prepared by the School relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, County shall pay the School for all services rendered by the School under this agreement prior to the date that this agreement is terminated.
  4. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
  5. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.
  6. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
    - 6.1. The mutual written agreement of the parties;
    - 6.2. By either party after any material breach of this agreement;
    - 6.3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
    - 6.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
  7. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions,

activities, and/or business sponsored or conducted.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.
9. No Separate Legal Entity. No separate legal entity is created by this agreement.
10. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
11. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. School employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of the School for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
12. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
13. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.
14. Entire Agreement: Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.

15. Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, 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.
16. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:
  - 16.1. With respect to any provision that the arbiter 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
  - 16.2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.
17. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.



School	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
Printed: _____ Name	_____ School Attorney
Signature _____	
Dated:	Dated:
ATTEST:	
_____	
Printed Name _____	
Dated:	

SAN JUAN COUNTY	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
_____ Jamie Harvey, Chairman	_____
Board of San Juan County Commissioners	San Juan County Attorney's Office
Dated:	Dated
ATTEST:	
_____	
San Juan County Clerk Auditor	
Dated:	

# San Juan County Expense Voucher

Date: 2/27/24

All claims against the county must be presented within a year from the date of last item

Name: Albert R. Lyman School

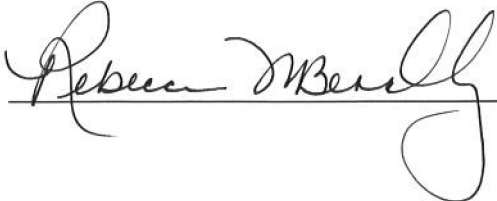
Address: 535 N. 100 E.

Blanding, Utah 84511

Voucher #: Attn: Shelby Eldredge

Account No	Description	Amount
5064	Tobacco Prevention + Control Program SB-37 Pass-Thru Funds	\$ 36,500.00
	Total	\$ 36,500.00

I solemnly swear that the within amount is justly due, and neither the whole nor any part thereof has been paid

Signature: 

# E-Cigarette, Marijuana, & Other Drug Prevention Grant Application



## Applicant Information:

<b>Timeline</b>	<ul style="list-style-type: none"> <li>• <u>Application Due Date</u>: Monday, December 11, 2023, by 11:59</li> <li>• <u>Funding Status Notification</u>: <b>On or after Monday, December 11, 2023</b></li> <li>• <u>Project period</u>: Through the remainder of the fiscal year (10/13/2023 to 06/30/2024)</li> </ul>								
<b>Organization Name:</b>	<b>Albert R. Lyman Middle School</b>								
<b>Organization Address:</b>	<table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><b>535 N 100 E.</b></td> <td style="text-align: center;"><b>Blanding</b></td> <td style="text-align: center;"><b>84511</b></td> </tr> <tr> <td style="text-align: center;"><i>Address</i></td> <td style="text-align: center;"><i>City</i></td> <td style="text-align: center;"><i>Zip</i></td> </tr> </table>	<b>535 N 100 E.</b>	<b>Blanding</b>	<b>84511</b>	<i>Address</i>	<i>City</i>	<i>Zip</i>		
<b>535 N 100 E.</b>	<b>Blanding</b>	<b>84511</b>							
<i>Address</i>	<i>City</i>	<i>Zip</i>							
<b>Contact Information:</b>	<table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><a href="mailto:seldredge@sjsd.org"><u>seldredge@sjsd.org</u></a></td> <td style="text-align: center;"><b>435-678-1103</b></td> </tr> <tr> <td style="text-align: center;"><i>Email</i></td> <td style="text-align: center;"><i>Phone</i></td> </tr> <tr> <td style="text-align: center;"><b>Shelby Eldredge</b></td> <td style="text-align: center;"><b>School Counselor</b></td> </tr> <tr> <td style="text-align: center;"><i>Organizational Representative</i></td> <td style="text-align: center;"><i>Title</i></td> </tr> </table>	<a href="mailto:seldredge@sjsd.org"><u>seldredge@sjsd.org</u></a>	<b>435-678-1103</b>	<i>Email</i>	<i>Phone</i>	<b>Shelby Eldredge</b>	<b>School Counselor</b>	<i>Organizational Representative</i>	<i>Title</i>
<a href="mailto:seldredge@sjsd.org"><u>seldredge@sjsd.org</u></a>	<b>435-678-1103</b>								
<i>Email</i>	<i>Phone</i>								
<b>Shelby Eldredge</b>	<b>School Counselor</b>								
<i>Organizational Representative</i>	<i>Title</i>								
<b>Organizational Type:</b>	<p><input type="radio"/> <u>Coalition</u>: a coalition of community organizations this is focused on substance abuse and prevention.</p> <p><input type="radio"/> <u>Local Government Agency</u>: a local government agency, including a law enforcement agency, for a program that is focused on substance abuse and prevention.</p> <p><input checked="" type="radio"/> <u>Education</u>: a local education agency as defined in Section 53J-1-301</p> <p><input type="radio"/> <u>Other</u>: other organizations focused or able to provide evidence-based program(s) that are focused on substance abuse prevention.</p>								
<b>Organizational Description:</b>	<p>Provide a brief description of the agency applying for funding. Include any experience or expertise the agency has with the population they intend to serve.</p> <p><i>Albert R. Lyman School is the only Middle School in San Juan County. Our student body is composed of Sixth through Eighth Graders. We currently have 322 students; 155 American Indian students, 167 White and Multiple Race students. As a staff, we are dedicated to education and making connections to help protect our students and our local communities from addiction and recreational drug use. ARL Middle School has worked alongside the <b>San Juan County Health Department</b> and <b>San Juan County Prevention Action Collaboration (SJCPAC)</b>. The mission statement for our county coalition is to collaborate with community partners and agencies to strengthen local youth and their families against substance misuse and suicide in San Juan County.</i></p>								

**Proposal Summary:** Our proposal will include an anti-tobacco/nicotine prevention program by educating our students of the chemicals and dangers they place on their bodies from even the slightest use of e-cigarettes, cigarettes, vapes, marijuana, and other drugs. We would also like to invite guest/motivational speakers to join in educating our students. The other component of our proposal is to have Connection activities for our entire student body. This past month we had Kyle Quilausing, a nationally ranked speaker, who had a powerful message about how one decision can change your life when it comes to drug usage. We invited San Juan High school, this made it possible for 748 students to hear his message. We also gave all students and staff members at ARL Mustang Shirts. They have LIVE DRUG FREE SUCCEED on the sleeve. Because of the funds that we received last year from this Prevention Grant, we were able to bring in this speaker and buy the shirts. THANK YOU SO MUCH!. We would like to be able to do this again next year and also add a sock assembly and other Uniting/Bonding activities to help ALL students feel a positive connection to our school and Community. CONNECTION is one of the most important Prevention – factors students can have to keep them off drugs and away from suicide ideations. When talking to a friend that had struggled with Addictions, when making his one-year sobriety mark, he stated. “The opposite of Addiction is not Sobriety, it is Connection!” To help with this connection piece, we have started a Student Success Club. This club consists of the 16% of the student body that had 15 absences or more by the beginning of November and/or a GPA below 2.0. We meet weekly and discuss ways that we can have Success in School. Most importantly, Be Here! We want to give an iPad or Beats to the top 3 students that made the most progress and has the fewest percentage of absences and raise their GPA the most since we started the club. One amazing statistic that we have seen so far is that a student last year had 16 absences by November 14, he only had three absences the whole rest of the year. Also, his GPA was 0.793 in the first term and was 3.240 the fourth term! Another girl in our group went from 1.708 first term to 2.714 second term! Being able to give students these incentives has really made a difference in their school success! We would like to add to our proposal an incentive trip so we can reward all students at ARL who show great gains in Academics, Attendance, and Behavior. We would like to bus students to Bananas Fun Park for a day to let them connect with other students and enjoy some fun that they may never get to experience. We did purchase Reality Town, which is a fun hands-on curriculum for eighth graders. They learn how to take on a career, salary, spouse, and children with all the financial obligations. We would like to add a twist to this by adding medical bills and the cost of tobacco, if a habit is formed. If awarded funding, we would like to attend a top notch anti-drug conference and implement curriculums like Steered Straight into our school.

**Statement of the Problem:** *ARL Middle School was not able to participate in the SHARPS survey given in 2021, so we are going off the 2019 Survey Results. According to the Substance Abuse and Mental Health Services Administration, (SAMHSA) in 2019 more than 5 million (28 percent) of high school students reported nicotine vaping in the past 30 days. This number is a significant increase from 2018 which was 21 percent and more than doubles the rate in 2017 which was 12 percent. Nicotine vaping is not a fad, but has become an unhealthy epidemic in all parts of the nation. The rise of vaping has become the “cool” thing to use in nicotine products. Unfortunately, the youth of San Juan County are not exempted from this national trend. According to the San Juan County portion of the SHARP survey, in 2011 only 2.7% of the sixth graders had reported using E-cigarettes. In 2017, that number has jumped to 18.0%. This pattern is worse for the 12th graders. In 2011, 0% of 12th graders had used E-cigarettes, but by 2019 that number rose to 23.3% According to the 2019 SHARP survey, 35.9% of all of Utah’s student’s first experience with tobacco was with vaping products and not with cigarettes. Looking at the statistics, vaping is here to stay and we will need to get creative in helping to educate its dangers with the next generation.*

**Community Description:***For this grant, we will be focusing on ARL Middle School in Blanding, Utah. We do have students bussed from throughout San Juan County to attend ARL including Bluff, Monticello, White Mesa, Red Mesa, Aneth, Mexican Water, and Montezuma Creek. We feel that it is crucial to educate middle school aged students. According to the SHARP survey, vaping use in San Juan County begins to drastically climb right after 7<sup>th</sup> grade. This is a very impressionable time for teenagers and the negative habits they learn at this age will follow them into high school and adulthood. If we can help prevent drug usage while in middle school, we have a greater chance of decreasing the rate of tobacco, nicotine, marijuana, and other drug use among future adults. We have also learned from the SHARP survey, given in 2019, that our community has a Low Perceived Risk of Drug Use. This means that many of our students do not feel that drug use is bad for them. We would like to educate our students about the dangers of drug use, especially vaping and other gateway drugs. Along with a low perceived risk of drug use, the SHARP survey also showed a Low Commitment to School and Academic Failure. This is what is driving us to focus on the students who are truant and ALL students to feel a true connection to school. We know that when students feel connected to school and attend regularly, they will be happier and more successful. This too can help them stay away from drugs and other harmful substances.*

**Selected Interventions(s):** *At the beginning of the school year we will introduce an Anti-Drug Program. We are currently looking at the Program titled, "Courage to Speak Drug Prevention Education Program for Middle School". This Program is researched-based and helps students make good decisions and resist the pressure to use drugs. The students take part in specific social emotional skill development and asset-building activities through:*

- *Internet Research*
- *Creative Writing*
- *Art*
- *Group Discussion*
- *Scientific Demonstration*

*The Program consists of 16 highly interactive classroom lessons taught by teachers. The lessons enable students to:*

- *Have a clear plan to refuse alcohol and other drugs when offered, including vaping, marijuana, tobacco, prescription drugs and opioids.*
- *Develop clear decision-making strategies.*
- *Identify 3-5 adults who will support them when needed.*
- *Communicate with their parents about risk behaviors and the dangers of drugs.*

*Yale University School of Medicine evaluation reported statistically significant increases in youth's communication with their parents about substance use and an increase in the number of times students talked to their parent(s) about: family rules and expectations about drug use; things they could do to avoid drugs; drug use in movies; and people they know who have been in trouble because of drug use.*

*This study further demonstrates the effectiveness of the Courage to Speak Foundation Drug Prevention Education Model that engages home, school and community to keep our children safe from drugs.*

*The Courage to Speak Foundation also offers a Courage to Speak-Courageous Parenting 101 course for parents which compliments the Middle School Curriculum and cultivates mutual understanding between students and Parents about drug prevention.*

*We will also work alongside SJC-PAC and our ARL Digital Literacy/Journalism Class to provide a Community Outreach and a Social Media Campaign.*

*Throughout the year we will also have Top Presenters come and speak to our students and also many Unity, Bonding, and Connection activities with the whole student body. We would like to present each student with a Shirt that represents Hope and Caring for each other. We are in this together.*

*As Educators, we know that when students are here at school and feel a connection to each other, they are a lot more successful and are more apt to stay away from Risky Behaviors. After the first term, October, we will choose the students to be in the Student Success Club. This is a Club to help the students make good choices and stay in School.*

	<p><i>We are also implementing Reality Town for our 8th Graders. We will invite 8th grade students throughout the County to join us. This program is a real life simulation experience for students to learn financing and budgeting. We will be adding medical and product costs to the budget. We hope that it will give a better understanding of how much an addition would cost.</i></p>
<p>Amount Requested <b>No more than \$80,000</b></p>	<p>Socks – \$1,000                  Steered Straight Program – \$6,500                  Conferences/Trainings – \$10,000                  Incentive Trip – \$6,500                  Catch My Breath Complete Program - \$2500                  Connection Shirts/Activities - \$10,000                  \$ 36,500 Total</p>

**2023 Action and Evaluation Plan**

**Risk Factors to be addressed:**

1. Favorable attitudes toward the problem.
2. Positive media portrayal of vaping and Drug Use.
3. Friends who engage in the harmful behaviors
4. Low Commitment to School and Academic Failure.

**Protective factors addressed:**

1. High Levels of perception of parental disapproval
2. Perceived Availability to Drugs
3. Low Gang involvement
4. Early Initiation of Drug Use

**Goals:** Educate the students at ARL Middle School about the dangers and risks of Vaping tobacco/nicotine by inviting TOP STUDENT PRESENTERS and implementing them to our school. These presentations are Nationally ranked. We will also use other creative ways to help educate our students during Red Ribbon Month. We will teach life-skills through the “Courage to Speak Drug Prevention Education Program” and/or “Steered Straight Program” that will help the students to feel empowered to say NO, use positive peer pressure with friends, and discuss questions and concerns with parents or other adults they trust so they can avoid the risk of tobacco and nicotine use.

We will strive to make positive connections with each student and ARL by involving all students in Unity and Motivating Activities. We will give constant effort and encouragement to students that are truant and at risk for Academic Failure



# SAN JUAN COUNTY COMMISSION

Item 15.

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

April 2, 2024

The Honorable Congressman John Curtis  
2323 Rayburn House Office Building  
Washington, DC 20515-4402

Dear Congressman Curtis,

On behalf of our County, we respectfully appeal for your support and advocacy regarding H.R. 5030, a pivotal piece of legislation aimed at extending the Secure Rural Schools and Community Self-Determination Act of 2000. Our County, much like numerous others in rural America, has directly benefited from the provisions of this Act, which have played a vital role in supporting public schools, road maintenance, forest health projects, and emergency services.

The Secure Rural Schools Act was crafted to provide counties housing federal lands with a stable revenue source to offset the loss of traditional income resulting from changes in Federal land-use policies. This funding is indispensable for maintaining essential services and contributing to the well-being and safety of our residents. The looming expiration of this Act jeopardizes the progress and stability we have diligently fostered within our County.

H.R. 5030 proposes to extend these critical benefits, ensuring that counties like ours can continue to depend on this support. Your endorsement of this bill would not only showcase a commitment to the prosperity of rural communities nationwide but also underscore a profound understanding of the unique challenges we confront. As someone deeply connected to Utah and its diverse communities, your support for this legislation would reaffirm your dedication to nurturing the health and resilience of rural areas.

We acknowledge the pressing issues facing our nation and the complexities involved in balancing competing needs with limited funding. Nevertheless, we firmly believe that extending the Secure Rural Schools and Community Self-Determination Act presents a bipartisan opportunity to affirm the federal government's commitment to its rural constituents. Your advocacy for H.R. 5030 would be instrumental in securing the future of our County and countless others like it.

Thank you for considering our request and for your ongoing service to the citizens of San Juan County, Utah. We eagerly anticipate your support on this crucial matter and stand ready to provide any additional information or discuss the significant impact this legislation holds for our County.

Sincerely,

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Jamie Harvey  
Commission Chair





## COMMISSION STAFF REPORT

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**MEETING DATE:** February 20, 2024

**ITEM TITLE, PRESENTER:** Consideration and Approval of the Standard Contract Agreement with BWP Communications, INC for Cancer Screening Marketing and Advertising Services. Mack McDonald, Chief Administrative Officer

**RECOMMENDATION:** Make a Motion approving the Contract

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### SUMMARY

On February 20, 2024 the San Juan Board of County Commissioners approved the Notice of Award and Intent to Negotiate a Contract with BWP Communications, Inc. for the Monticello Cancer Screening Marketing and Advertising Solicitation Services as we begin our marketing efforts outside of San Juan County to those former residents who have moved from Monticello.

Total Cost proposed is \$48,000 for the first year.

**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:	BWP Communications, Inc.	Contact Phone Number:	(801) 809-3574
Contact Person:	Brett Palmer, President	Contact Email Address:	<a href="mailto:brett@bwpcommunications.com">brett@bwpcommunications.com</a>
Address:	645 West 100 South Salt Lake City, Utah 84104	Type of Service:	Monticello Cancer Screening Marketing and Advertising Firm Solicitation Services

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.

San Juan County issued a Request for Proposal on January 3, 2024, seeking a consultant or firm to provide contracted services to assist San Juan County and to act as the Marketing Firm for the Monticello Cancer Screening and Advertising for our Monticello Cancer Screening Project; and

Whereas based on the response to the Request for Proposal, BWP Communications, Inc. is the apparent most responsive and responsible proposal.

Whereas on February 20, 2024, The Board of San Juan County Commissioners authorized the Notice of Award and Intent to Negotiate a Contract with BWP Communication based upon the proposal and negotiated fees for these services; and

The parties, therefore, agree as follows:

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

- A. Service Provider shall provide complete services required for conducting the marketing campaigns for the Monticello Screening Project.
- B. Work with San Juan County’s Executive Administrative Assistant, team and employees to gain a thorough and detailed understanding of our goals and target audience.
- C. Conduct a comprehensive market analysis to identify the most effective channels and platforms for reaching our target audience and demographic.
- D. Propose strategies for the marketing and advertising campaign.
- E. Develop a creative and impactful marketing and advertising campaign that emphasizes the importance of this cancer screening and early detection for current and former residents of San Juan County who may have been or may become impacted by the Mill operations.
- F. Implement advertising strategies across various media, including but not limited to print, digital, radio, and outdoor advertising.
- G. Monitor and analyze the performance of the marketing campaign, providing regular reports and recommendations for optimization.

**2. Compensation.**

- A. Upon the Service Provider’s work efforts and completion of its duties under Section 1 of this contract, San Juan County will pay the Service Provider at an hourly rate of One Hundred and Twenty-Eight Dollars (\$128.00) an Hour for direct services performed but not to exceed Forty-Eight Thousand Dollars and No/100’s (\$48,000).
- 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 the 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 that 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 or entity that provides materials, services, equipment, utilities, or otherwise at the request of the Service Provider and in connection with or relating to this contract.
- G. All other services that are discovered during key leader engagements that may require additional scope of work to be added and included under 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 March 31, 2025 at 11:59 p.m. which can be amended and extended up to a total of three 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 30<sup>th</sup> 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) Of reasonable quality; and
    - (c) 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 to 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.

**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 from 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) Medical Exp. (Any one person) - \$5,000.00;
  - (3) Personal and Adv. Injury - \$2,000,000.00;
  - (4) General aggregate - \$2,000,000.00; and

(5) 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 Worker's 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 insurance 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	With a copy to: San Juan County Attn: Attorney's Office PO Box 9 Monticello, UT 84535
	BWP Communications, Inc. 654 West 100 South Salt Lake City, Utah 84104

- 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. This amendment to this contract will be effective unless it is in writing and signed by both parties.

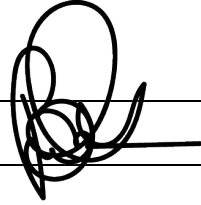
**14. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court 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.

<p>SAN JUAN COUNTY</p>  <p>By: _____</p> <p style="padding-left: 40px;">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>BWP COMMUNICATIONS, INC.</p>  <p>By: <u>Brett Palmer</u> _____</p> <p>Its: <u>President</u> _____</p> 
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## COMMISSION STAFF REPORT

**MEETING DATE:** April 2, 2024

**ITEM TITLE, PRESENTER:** Consideration and Approval of the Gentle Ironhawk Agreement with San Juan County. Mack McDonald, Chief Administrative Officer

**RECOMMENDATION:** Make a Motion Approving the Agreement

### SUMMARY

At the end of 2022, the County applied for and received Homelessness Infectious Diseases Reduction Assistance Funds, in the amount of \$20,186.00. The objective of the grant application was to assist St. Christopher's Mission and Gentle Ironhawk sheltering programs by providing infectious disease reduction supplies. This also includes cooperation from our Public Health Department providing education materials for our services to be located in the shelters. County staff have been working to finalize our Local Homeless Coordinating Council's policies in order to be in compliance with the State's Contract regarding release and monitoring of these funds.

A small portion of these funds do go to supporting the administrative efforts of Staff in administering the grant program.

### FISCAL IMPACT

None. We will be reimbursed the funds from the State upon purchasing the supplies for Gentle Ironhawk.

**AGREEMENT BETWEEN  
SAN JUAN COUNTY AND GENTLE IRONHAWK FOR HOMELESSNESS  
INFECTIOUS DISEASE REDUCTION ASSISTANCE**

This Agreement is made and entered into pursuant to § 11-13-101 et all, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between San Juan County, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and the Utah Navajo Health System's, Gentle Ironhawk Shelter, a legal 501(c)(3) nonprofit organization in the State of Utah, hereinafter referred to as "Shelter".

WITNESSETH

Recital

WHEREAS, the Shelter in San Juan County is situated in Blanding, Utah and is known as a domestic violence sheltering service providing help for people dealing with domestic abuse; and,

WHEREAS, the Shelter is a vital asset in assisting our citizens both locally as well as offering services to members of the public passing through; and

WHEREAS, San Juan County has applied for and received Homelessness Infectious Disease Reduction Funds to aid in the potential reduction of infectious diseases here in the County; and,

WHEREAS, San Juan County will purchase supplies for the Shelter in an effort to accomplish this goal for the funding to help offset costs of the Shelter as an additional aid in supporting the Shelter and it's efforts in sheltering those victims who may be homeless and or in times of need; and,

WHEREAS, it would be in the public interest for San Juan County to Contract with the Shelter in support of the Policies and Procedures of the State of Utah, Department of Workforce Services in our efforts to detect, reduce and mitigate the ongoing spread of SARS-CoV-2 (COVID-19); and,

WHEREAS, the Shelter is willing to adhere to the policies and procedures as found on Exhibit "A" in partnership with San Juan County's Department of Public Health who can assist in the infectious disease reduction and education efforts at the Shelter; and,

WHEREAS, through these efforts, we will be able to educate the public, offer disease prevention education and/or offer vaccinations or medications to assist in infectious disease reductions in our victims of domestic violence and potentially homeless population.

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

SECTION ONE:  
AGREEMENT

- 1.01 San Juan County shall purchase supplies and have those supplies delivered directly to the Shelter.
- 1.02 The following supplies in various quantities will be purchased for the Shelter: bedding, towels, gloves, masks, cleaning chemicals, cleaning supplies, and hygiene kits.
- 1.03 The County shall purchase supplies roughly in the amount of \$8,783 as well as providing education materials for the Shelter to hand out to individuals regarding area infectious diseases, disease reduction education and prevention, and provide vaccination education and opportunities to those seeking shelter.
- 1.04 In addition to San Juan County Public Health will provide education and assistance to Utah Navajo Health or Shelter employees and volunteers who will be assisting with this effort.

SECTION TWO:  
INDEMNIFICATION

- 2.01 The Shelter shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the Shelter in connection with the performance of this Agreement or purchases of the supplies provided.

SECTION THREE:  
PERIOD OF AGREEMENT

- 3.01 This agreement shall remain in full-force until the end of this year December 30, 2024 from date of the final signature to this agreement unless and until terminated by one of the parties by providing written notice to the Board of the other party ninety (90) days before the termination may take effect.

SECTION FIVE:  
REPORTS AND RECORDS

- 5.01 Records will be maintained by Shelter regarding inventory of the supplies as well as a record of individuals who enter the Shelter with COVID-19 or suspected COVID-19 or any other known infectious diseases and contact the San Juan County Public Health Department for assistance once discovered. Records will be provided upon request for any reports or in response to any government records request the County has received.

Inventory of supplies received will be reported to the County on a quarterly basis until supplies are exhausted. All supplies are to be for the sole purpose and use



of the Shelter. A final count and utilization report will be provided to the County on an annual basis through the term of the agreement.

The Shelter will also create a process of reporting Client Grievances. Client Grievances shall be accompanied by a response form indicating how Grievances were resolved or referred to San Juan County Public Health in regard to this program and supplies.

- 5.02 All attempts will be made to keep Individual medical information private and non-disclosed to all parties unless the individual works through San Juan County.

SECTION SIX:  
HOMELESSNESS INFECTIOUS DISEASE REDUCTION PROCEDURES

- 6.01 The Shelter will work and adhere to the policy and procedures referenced on Exhibit "A" in an effort to remain in compliance for funding or future funding in an effort to help reduce infectious disease spread in our Homeless and public population here in San Juan County. By signing this document, the Shelter accepts these policies and procedures and is willing to adhere to them throughout the Period of Agreement.

IN WITNESS WHEREOF, the Shelter by adoption by its Administration, caused this Agreement to be signed and attested, and San Juan County, by its County Commissioners, has caused this Agreement to be signed by the Chairman of said Commission and attested by its Clerk, all on the day and year appearing below their respective signatures.

GENTLE IRONHAWK

By \_\_\_\_\_

Date \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY

By \_\_\_\_\_  
Chairman Jamie Harvey

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
San Juan County Clerk

Exhibit "A"  
POLICIES AND PROCEDURES

The Shelter must establish and maintain precise, transparent, nondiscriminatory and inclusive policies and procedures regarding infectious diseases, specifically COVID-19.

Included in this policy and procedures is a clear outline of the formalized process of mitigating and detecting COVID-19 and other infectious diseases and present a client focused commitment in the reduction and prevention of these diseases with San Juan County's Public Health Department.

Policies and procedures must be consistent with Section 18115 of the CARES Act, for reporting to the HHS Secretary in regard to SARS-CoV-2 testing or possible COVID19 diagnoses. Guidance on HHS Lab reporting can be found at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

The Shelter must establish procedures for COVID-19 testing. COVID-19 testing must align with current guidance provided by the Center of Disease Control and Prevention.

Policies should include but are not limited to description and name of the type of test(s) performed at the agency, screening techniques, who will be tested, and if San Juan County Public Health Department was involved in testing, how patient confidentiality will be addressed, and testing refusal policies.

Procedures should include but are not limited to descriptions of how test(s) are performed, stored, analyzed, and reported to the County. Any and all outbreaks are immediately reported to San Juan County's Epidemiologist and Public Health Department for immediate assistance.

Procedures of escalation protocols for shelter and quarantine purposes shall be established at the Shelter to prevent spread as well as protocols for social distancing if COVID-19 is present at the Shelter.

Procedures will be established by The Shelter to assist San Juan County's Public Health Department in educating those individuals in the Shelter regarding infectious diseases and will work with the County to spread awareness and education materials regarding vaccination and testing opportunities.