



BOARD OF COMMISSIONERS MEETING
Electronic Meeting
November 17, 2020 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PUBLIC COMMENT

Public comments will be accepted through the following Zoom link: <https://us02web.zoom.us/j/3125521102> Meeting ID: 312 552 1102 One tap mobile +16699006833,,3125521102# US (San Jose). There will be a three-minute time limit for each person wishing to comment. If you exceed that three-minute time limit the meeting controller will mute your line.

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

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

1. Check Register for the Week of 10/20-10/27
2. October 20, 2020 Meeting Minutes
3. Streakwave Wireless Purchase of \$20,447.27 using CARES Act Funds for IT upgrades
4. GMAIL Upgrade of \$24,192 Using CARES Act Funds

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

5. Introduction of a nonprofit organization Restoring Ancestral Winds, Inc., Yolanda Francisco-Nez, MBA, Executive Director

6. Consideration of letter recommending a public hearing by Utah Division of Water Quality on the permit application for underground in-situ mining by Lisbon Valley Copper Mine. Nick Sandberg, County Public Lands Coordinator
7. Consideration of a letter with comments on the Canyon Rims Travel Management Plan (BLM). Nick Sandberg, County Public Lands Coordinator

BUSINESS/ACTION

8. Consideration and Approval of Verizon Hotspot Grant Contract, Nicole Perkins, Library Director
9. Consideration and Approval/Signature from Commissioners for Cellular One Hotspot Grant, Nicole Perkins, Library Director
10. Consideration and Approval of the Building Resilient Infrastructures and Communities Mitigation Plan Grant, Tammy Gallegos, Emergency Manager
11. Presentation of Final CARES Act Allocations
12. Consideration and Agreement of a Memorandum of Understanding and Agreement with Utah Association of Counties Tax Refund Exchange and Compliance System (U-TRECS), Mack McDonald, Chief Administrative Officer
13. Consideration and Approval of a Participation Agreement with Gouldings Monument Valley Enterprises, L.C. for \$100,000 of CARES Act Funds for the Private/Public Well Upgrades, Mack McDonald, Chief Administrative Officer
14. Approval of the 2020 General Election results by the San Juan County Board of Commissioners, John David Nielson, County Clerk/Auditor

COMMISSION REPORTS

ADJOURNMENT

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

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

**San Juan County
Disbursement Listing**

Item 1.

General Fund Checking - Zions 566101143 - 10/20/2020 to 10/27/2020

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
Golden Auto Body & Paint	116022	10/22/2020	\$1,118.61			Purchasing
Adams, Bruce	116023	10/27/2020	\$252.00			Purchasing
Aneth Chapter	116024	10/27/2020	\$10,000.00			Purchasing
Begay, Lena B.	116025	10/27/2020	\$240.00			Purchasing
Best Deal Spring Inc.	116026	10/27/2020	\$197.90			Purchasing
Blue Mountain Foods	116027	10/27/2020	\$91.56			Purchasing
Blue Mountain Meats Inc.	116028	10/27/2020	\$89.46			Purchasing
Blue Mountain Pest Services	116029	10/27/2020	\$275.00			Purchasing
Blueline Services	116030	10/27/2020	\$229.25			Purchasing
Bound Tree Medical LCC	116031	10/27/2020	\$279.92			Purchasing
Bradford, David P.	116032	10/27/2020	\$25.00			Purchasing
Canyonlands Advertising Inc.	116033	10/27/2020	\$142.00			Purchasing
Capture Adventure Media	116034	10/27/2020	\$7,500.00			Purchasing
Cintas Corporation #108	116035	10/27/2020	\$72.34			Purchasing
Dee, Elsie	116036	10/27/2020	\$1,621.08			Purchasing
Delta Rigging & Tools Inc.	116037	10/27/2020	\$68.85			Purchasing
Department of Health	116038	10/27/2020	\$331.00			Purchasing
DEQ Division of Water Quality	116039	10/27/2020	\$25.00			Purchasing
Devenport, Tyler	116040	10/27/2020	\$868.00			Purchasing
Draper Towing and Repair LLC	116041	10/27/2020	\$37.00			Purchasing
Earthgrains / Sara Lee Bakery	116042	10/27/2020	\$56.00			Purchasing
eFileCabinet	116043	10/27/2020	\$1,446.53			Purchasing
Election Systems & Software LLC	116044	10/27/2020	\$2,643.00			Purchasing
Empire Electric Assoc. Inc.	116045	10/27/2020	\$4,829.00			Purchasing
Fastenal Company	116046	10/27/2020	\$951.00			Purchasing
Four Corners Welding & Gas	116047	10/27/2020	\$522.50			Purchasing
Four States Tire & Service	116048	10/27/2020	\$4,564.26			Purchasing
Frontier	116049	10/27/2020	\$1,916.09			Purchasing
GHA Technologies Inc	116050	10/27/2020	\$1,465.36			Purchasing
Grand Junction Peterbilt	116051	10/27/2020	\$2,586.84			Purchasing
Hernandez, Geraldine	116052	10/27/2020	\$6,584.19			Purchasing
Hubert Company	116053	10/27/2020	\$45.47			Purchasing
ImageNet Consulting LLC	116054	10/27/2020	\$549.94			Purchasing
JCI Billing Services	116055	10/27/2020	\$2,016.00			Purchasing
Jones & Demille Engineering	116056	10/27/2020	\$1,304.50			Purchasing
JViation	116057	10/27/2020	\$198,894.91			Purchasing
Kilgore Companies LLC	116058	10/27/2020	\$51,603.47			Purchasing
Long, Roxy	116059	10/27/2020	\$990.00			Purchasing
Main Street Drug and Boutique	116060	10/27/2020	\$18.00			Purchasing
Mexican Water Chapter	116061	10/27/2020	\$10,000.00			Purchasing
MHL Systems	116062	10/27/2020	\$1,280.00			Purchasing
Monticello Home & Auto Supply	116063	10/27/2020	\$918.08			Purchasing
Monticello Mercantile	116064	10/27/2020	\$239.42			Purchasing
Motor Parts	116065	10/27/2020	\$495.44			Purchasing
Mountainland Supply Co	116066	10/27/2020	\$176.07			Purchasing
Navajo Sanitation	116067	10/27/2020	\$122.00			Purchasing
NexVortex Inc	116068	10/27/2020	\$1,079.93			Purchasing
Nicholas & Company	116069	10/27/2020	\$3,787.16			Purchasing
Niven, Catherine	116070	10/27/2020	\$30.16			Purchasing
Office Depot	116071	10/27/2020	\$269.41			Purchasing
Oljato Chapter	116072	10/27/2020	\$10,000.00			Purchasing
Packard Wholesale Co.	116073	10/27/2020	\$996.02			Purchasing
Peak JCB	116074	10/27/2020	\$566.79			Purchasing
Petty Cash	116075	10/27/2020	\$47.30			Purchasing
Redd Mechanical	116076	10/27/2020	\$450.54			Purchasing
Redd's Ace Hardware	116077	10/27/2020	\$408.51			Purchasing
Salt Lake Community College	116078	10/27/2020	\$123.15			Purchasing
San Juan Record	116079	10/27/2020	\$299.00			Purchasing
SEUALG	116080	10/27/2020	\$1,000.00			Purchasing
Simpleview LLC	116081	10/27/2020	\$300.00			Purchasing
Skaggs Companies Inc.	116082	10/27/2020	\$155.98			Purchasing
Sorenson Advertising, dba Relic Agen	116083	10/27/2020	\$31,299.00			Purchasing
Town of Bluff	116084	10/27/2020	\$5,833.24			Purchasing
Utah Avalanche Center	116085	10/27/2020	\$500.00			Purchasing
Utah Counties Indemnity Pool	116086	10/27/2020	\$4,484.00			Purchasing
Utah County	116087	10/27/2020	\$23.00			Purchasing
Utah Department of Transportation	116088	10/27/2020	\$4,179.63			Purchasing

San Juan County
Disbursement Listing

Item 1.

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Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Utah Education Network	116089	10/27/2020	\$562.95			Purchasing
Utah Navajo Trust Fund	116090	10/27/2020	\$165.00			Purchasing
Verizon Wireless	116091	10/27/2020	\$616.37			Purchasing
			<u>\$386,859.18</u>		<u>\$0.00</u>	

San Juan County
Disbursement Listing
General Fund Checking - Zions 566101143 - 10/28/2020 to 11/05/2020

Item 1.

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Holiday, Carl	116092	11/04/2020	\$2,500.00			Purchasing
4 Corners Electric	116093	11/05/2020	\$9,000.00			Purchasing
Adams, Greg	116094	11/05/2020	\$894.94			Purchasing
Alan's Body Shop	116095	11/05/2020	\$3,033.00			Purchasing
America Unlimited GmbH	116096	11/05/2020	\$5,000.00			Purchasing
Arch Canyon LLC	116097	11/05/2020	\$10,000.00			Purchasing
Bear Skins Custom Ink	116098	11/05/2020	\$608.04			Purchasing
Begay, Jay	116099	11/05/2020	\$2,636.32			Purchasing
Begay, Lena B.	116100	11/05/2020	\$480.00			Purchasing
Benally, Rebecca M	116101	11/05/2020	\$105.95			Purchasing
Benge, Kirk	116102	11/05/2020	\$44.76			Purchasing
Best Deal Spring Inc.	116103	11/05/2020	\$78.81			Purchasing
Bird, Walter	116104	11/05/2020	\$20.25			Purchasing
Blanding City	116105	11/05/2020	\$1,281.08			Purchasing
Blue Mountain Foods	116106	11/05/2020	\$181.97			Purchasing
Blue Mountain Meats Inc.	116107	11/05/2020	\$198.25			Purchasing
BlueLine Services	116108	11/05/2020	\$160.25			Purchasing
Bound Tree Medical LCC	116109	11/05/2020	\$1,352.78			Purchasing
Bradford, David P.	116110	11/05/2020	\$20.00			Purchasing
Burgess, Scott	116111	11/05/2020	\$65.00			Purchasing
C&C Capital / Blue Sage Inn	116112	11/05/2020	\$4,500.00			Purchasing
Canyon Counseling Center Inc	116113	11/05/2020	\$150.00			Purchasing
Canyonlands Copy Center	116114	11/05/2020	\$142.00			Purchasing
Capture Adventure Media	116115	11/05/2020	\$6,500.00			Purchasing
Cedar Mesa Products Co.	116116	11/05/2020	\$4,000.00			Purchasing
Cedar Mesa Rentals	116117	11/05/2020	\$500.00			Purchasing
Century Equipment Co.	116118	11/05/2020	\$253.95			Purchasing
CenturyLink	116119	11/05/2020	\$1,680.81			Purchasing
Cherie's Kiddy Care	116120	11/05/2020	\$2,000.00			Purchasing
Cintas Corporation #108	116121	11/05/2020	\$72.34			Purchasing
Cirone Computer Consulting Inc	116122	11/05/2020	\$4,150.00			Purchasing
Clark, Sharmayne	116123	11/05/2020	\$560.00			Purchasing
Coast to Coast Solutions	116124	11/05/2020	\$80.42			Purchasing
Collins, Catherine	116125	11/05/2020	\$560.00			Purchasing
Comb Ridge Eat & Drink	116126	11/05/2020	\$2,000.00			Purchasing
Cottonwood Steak House	116127	11/05/2020	\$10,000.00			Purchasing
David Richard Hillam, MD	116128	11/05/2020	\$100.00			Purchasing
Delta Rigging & Tools Inc.	116129	11/05/2020	\$75.00			Purchasing
Department of Health	116130	11/05/2020	\$218.50			Purchasing
Diamond Propane LLC	116131	11/05/2020	\$414.93			Purchasing
DP Catering	116132	11/05/2020	\$800.00			Purchasing
Earthgrains / Sara Lee Bakery	116133	11/05/2020	\$112.00			Purchasing
eClinicalWorks LLC	116134	11/05/2020	\$599.00			Purchasing
Emery Telcom	116135	11/05/2020	\$2,041.80			Purchasing
Empire Electric Assoc. Inc.	116136	11/05/2020	\$46.36			Purchasing
Fastenal Company	116137	11/05/2020	\$129.01			Purchasing
Four States Tire & Service	116138	11/05/2020	\$1,153.28			Purchasing
Francom, James	116139	11/05/2020	\$63.98			Purchasing
Friends of Cedar Mesa	116140	11/05/2020	\$10,000.00			Purchasing
Frontier	116141	11/05/2020	\$2,165.68			Purchasing
Gallegos, Megan	116142	11/05/2020	\$112.85			Purchasing
Gateway Inn	116143	11/05/2020	\$4,500.00			Purchasing
GBS Benefits Inc	116144	11/05/2020	\$3,000.00			Purchasing
GHA Technologies Inc	116145	11/05/2020	\$315.00			Purchasing
Globalstar USA	116146	11/05/2020	\$674.13			Purchasing
Goulding's Lodge And Tour	116147	11/05/2020	\$10,000.00			Purchasing
Grand Junction Peterbilt	116148	11/05/2020	\$584.15			Purchasing
Grayson Storage	116149	11/05/2020	\$160.00			Purchasing
Hat Rock Inn	116150	11/05/2020	\$10,000.00			Purchasing
Hoggard, Ashley	116151	11/05/2020	\$20.00			Purchasing
Hoggard, Jeremy	116152	11/05/2020	\$20.00			Purchasing
Homestead Steak House	116153	11/05/2020	\$8,000.00			Purchasing
Hondaland Corp.	116154	11/05/2020	\$23.54			Purchasing
HorsePower	116155	11/05/2020	\$4,500.00			Purchasing
Icom America Inc	116156	11/05/2020	\$166.28			Purchasing
ImageNet Consulting LLC	116157	11/05/2020	\$364.59			Purchasing
inContact Inc.	116158	11/05/2020	\$69.52			Purchasing

San Juan County
Disbursement Listing
General Fund Checking - Zions 566101143 - 10/28/2020 to 11/05/2020

Item 1.

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Inn at the Canyons	116159	11/05/2020	\$5,000.00			Purchasing
Jackalope Trading Company LLC	116160	11/05/2020	\$2,000.00			Purchasing
Jim, Rue Shane	116161	11/05/2020	\$36.08			Purchasing
JL Hunt Properties LLC	116162	11/05/2020	\$1,708.10			Purchasing
Joe, Lita	116163	11/05/2020	\$560.00			Purchasing
JVP Inc.	116164	11/05/2020	\$5,287.35			Purchasing
K&H Integrated Print Solutions	116165	11/05/2020	\$10,598.06			Purchasing
La Posada Pintada	116166	11/05/2020	\$3,500.00			Purchasing
Lansing, Loleta	116167	11/05/2020	\$560.00			Purchasing
Larry H. Miller	116168	11/05/2020	\$446.52			Purchasing
Main Street Drug and Boutique	116169	11/05/2020	\$113.00			Purchasing
Martinez, Taylor R	116170	11/05/2020	\$20.00			Purchasing
Maryboy LLC	116171	11/05/2020	\$4,500.00			Purchasing
McDaniel, Robin	116172	11/05/2020	\$71.25			Purchasing
McDonald, Trey	116173	11/05/2020	\$259.00			Purchasing
McNeely, Jerry	116174	11/05/2020	\$1,200.00			Purchasing
Mexican Hat Lodge	116175	11/05/2020	\$10,000.00			Purchasing
Mexican Hat Special Serv Dist.	116176	11/05/2020	\$500.00			Purchasing
Monticello City	116177	11/05/2020	\$2,566.18			Purchasing
Monticello Home & Auto Supply	116178	11/05/2020	\$350.21			Purchasing
Monticello Mercantile	116179	11/05/2020	\$187.15			Purchasing
Morgan, Happy	116180	11/05/2020	\$10,500.00			Purchasing
Morris, Rose	116181	11/05/2020	\$560.00			Purchasing
Morris, Suzette	116182	11/05/2020	\$25.30			Purchasing
Morris, Vance	116183	11/05/2020	\$560.00			Purchasing
Motor Parts	116184	11/05/2020	\$326.15			Purchasing
Navajo Tribal Utility Authority	116185	11/05/2020	\$181.76			Purchasing
Nicholas & Company	116186	11/05/2020	\$8,755.65			Purchasing
Office Depot	116187	11/05/2020	\$196.31			Purchasing
Packard Wholesale Co.	116188	11/05/2020	\$1,969.85			Purchasing
Quill Corporation	116189	11/05/2020	\$327.88			Purchasing
Redd's Ace Hardware	116190	11/05/2020	\$778.40			Purchasing
RiverCanyon Wireless	116191	11/05/2020	\$79.99			Purchasing
Roam Industry LLC	116192	11/05/2020	\$4,171.55			Purchasing
Rock, Christine	116193	11/05/2020	\$560.00			Purchasing
Rocky Mountain Power	116194	11/05/2020	\$223.90			Purchasing
Roughlock Resort	116195	11/05/2020	\$1,000.00			Purchasing
Roughrock Aviation LLC	116196	11/05/2020	\$6,500.00			Purchasing
San Juan Building Supply Inc.	116197	11/05/2020	\$442.55			Purchasing
San Juan Pharmacy Blanding	116198	11/05/2020	\$19.25			Purchasing
San Juan Record	116199	11/05/2020	\$3,588.59			Purchasing
Silas, Marilyn	116200	11/05/2020	\$560.00			Purchasing
SJC Landfill Operations	116201	11/05/2020	\$59.84			Purchasing
SJC Sheriff	116202	11/05/2020	\$1,773.43			Purchasing
Snap - On Tools	116203	11/05/2020	\$127.00			Purchasing
Southwest Colorado TV	116204	11/05/2020	\$2,211.24			Purchasing
Starkey, Dawson	116205	11/05/2020	\$275.00			Purchasing
Stone Lizard Lodging	116206	11/05/2020	\$10,000.00			Purchasing
Streakwave Wireless Inc	116207	11/05/2020	\$20,565.42			Purchasing
Stuckey & Stuckey Ventures LLC	116208	11/05/2020	\$500.00			Purchasing
Suttlemyre, Gary	116209	11/05/2020	\$75.90			Purchasing
Tiefenbach North America LLC	116210	11/05/2020	\$32.79			Purchasing
Tri-Tech Forensics Inc	116211	11/05/2020	\$105.60			Purchasing
Tsosie, Terry	116212	11/05/2020	\$560.00			Purchasing
Twin Rocks Cafe	116213	11/05/2020	\$10,000.00			Purchasing
Unicomm LLC	116214	11/05/2020	\$1,996.00			Purchasing
USU	116215	11/05/2020	\$828.00			Purchasing
Utah Assessor's Association	116216	11/05/2020	\$150.00			Purchasing
Utah Communications Authority	116217	11/05/2020	\$100.00			Purchasing
Utah Department of Transportation	116218	11/05/2020	\$5,000.00			Purchasing
Utah Navajo Health System	116219	11/05/2020	\$165.00			Purchasing
Utah Taxpayers Association	116220	11/05/2020	\$50.00			Purchasing
Verizon Wireless	116221	11/05/2020	\$3,032.64			Purchasing
Wagner, Tom	116222	11/05/2020	\$100.00			Purchasing
Waste Management of Colorado	116223	11/05/2020	\$255.96			Purchasing
Wayside Motor Inn	116224	11/05/2020	\$4,000.00			Purchasing
Wheeler Machinery Company	116225	11/05/2020	\$338.43			Purchasing
			\$288,332.80		\$0.00	



BOARD OF COMMISSIONERS MEETING
Electronic Meeting
October 20, 2020 at 11:00 AM

MINUTES

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

CALL TO ORDER

ROLL CALL

INVOCATION

PUBLIC COMMENT

Public comments will be received by joining the Zoom Meeting.
<https://us02web.zoom.us/j/84141002383?pwd=S2JlOVoreXRzRTZlZmJZZ1lLL2N2UT09>

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.

Lynda Smirz – Lynda stated that the Planning and Zoning Commission is working on an overnight rental ordinance. She asked the commission to not pass the proposed subdivisions until the ordinance can be reviewed.

Monette Clarke – Monette asked the commission if the proposed subdivisions on the agenda in compliance with the Spanish Valley Land Use Ordinance and why or why not? She expressed concern about the proposed subdivision being used as a nightly rental without there being a nightly rental ordinance in place.

1. Online Instruction

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.

A motion was made by Commissioner Adams to accept the agenda into the record. The motion was seconded by Commission Chairman Maryboy.

Voting Yea: Commission Chairman Maryboy, Commissioner Adams

2. October 6, 2020 Board of Commission Meeting Minutes
3. Week of 10/7-10/13/2020 Check Registers
4. Consideration of an Agreement with the San Juan County Public Health Department and the State of Utah Health Department for FY21 Violence and Injury Prevention Program contract
5. Consideration of an Agreement between The Utah Highway Safety Office and San Juan County Health Department in support of the rural seat belt pilot program being conducted in San Juan County.
6. Consideration and Approval of the purchase of EMS and Sheriff 800 Mhz Radios using CARES Act Funds
7. Renew and Extend the County's Drought Declaration
8. Consideration and Approval of the UDOT Federal Aid Agreement Contract as a pass-through agency for the McElmo Creek Bridge with an increased cost of \$71,072
9. Consideration and approval of the UDOT Federal Aid Agreement Contract for Recapture Creek Bridge with an increased cost of \$46,009

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

10. Employee Recognition, Mack McDonald, Chief Administrative Officer

Mack recognized Tammy Gallegos for her role as the county Aging Director and Emergency Manager. Mack explained that Tammy has gone through extensive training and talked about the time period required to be certified for the position as well as completing compliance and training. Commissioner Adams commended Tammy for all of her hard work and made a motion to approve the letter recognizing her efforts. Commissioner Maryboy seconded the motion and also acknowledged Tammy and the wonderful job that she's doing. Voting Yea: Commission Chairman Maryboy, Commissioner Adams.

11. Consideration and Approval of the updated Emergency Operations Plan, Tammy Gallegos, Emergency Manager

Tammy presented for approval the updated Emergency Operations Plan. She explained that it is renewed every two years. Tammy also stated that the plan, which is the framework for how the county handles emergencies, was thoroughly reviewed by herself and the county's legal team. A motion to approve the Emergency Operations Plan was made by Commissioner Adams and seconded by Commission Chairman Maryboy.

Voting Yea: Commission Chairman Maryboy, Commissioner Adams

12. Presentation and update on the Aquatic Invasive Species (AIS) Program. Sergeant Krystal Tucker, Utah Division of Wildlife Resources

Sergeant Tucker spoke to the commission about the Quagga Muscle, which is an invasive species that resides in Lake Powell and Utah. She told the commission that additional mandatory inspection stations are being considered in Blanding. Sergeant Tucker explained that the inspection stations would be staffed year round by local community people who would check and decontaminate boats coming from Lake Powell who may unknowingly have the Quagga Muscle on their boat. She also explained that it would be an additional layer of protection for Recapture Reservoir and other Utah waters. A motion to accept the presentation was made by Commissioner Adams and seconded by Commission Vice-Chair Grayeyes. Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams

13. Letter of Support for Goosenecks State Parks Dark Sky Designation, Natalie Randall, Director Economic Development & Visitor Services

Natalie presented a letter of support to Goosenecks State Park which is applying to be designated as an International Dark Skies Park. She explained that if granted this designation they would join other local parks as being recognized as a Dark Skies park. With this designation, increased visitation to the park would be expected which would help the local economy. A motion made to approve the letter of support was made by Commissioner Adams and seconded by Commission Vice-Chair Grayeyes. Voting Yea: Commission Vice-Chair Grayeyes, Commissioner Adams
Voting Abstaining: Commission Chairman Maryboy

14. Consideration of the Lisbon Valley Mine Plan Modifications Comment Letter, Nick Sandberg, County Public Lands Coordinator

Nick presented comment letter which gave comments over the modification to the Lisbon Valley Mine Plan. He explained that the modification from the 2016 plan would allow for continued mining in the GTO pit and continued mining with an expansion in the Centennial pit. Nick explained that under the modified plan the mining disturbance would decrease of 315 acres due to better pit planning of mine waste disposal. Nick also stated that the expected life of the plan would be 16 years. A motion to approve the comment letter was made by Commissioner Adams and seconded by Commission Vice-Chair Grayeyes. Voting Yea: Commission Vice-Chair Grayeyes, Commissioner Adams
Voting Abstaining: Commission Chairman Maryboy

BUSINESS/ACTION

15. Consideration and Agreement of a Cooperative Law Enforcement Agreement between San Juan County and the USDA, Forest Service Manti-La Sal National Forest, Sheriff Jason Torgerson

Sheriff Torgerson presented an annual renewal of a cooperative law enforcement contract for approval. He explained that the county would receive \$5000 which would be used for deputy time and equipment. A motion to approve the agreement was made by Commission Vice-Chair Grayeyes and seconded by Commissioner Adams.

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

16. Consideration and Approval of an Aging Contract for Meals on Wheels Funding with the State of Utah. Tammy Gallegos, Aging Director

Tammy presented a contract to be able to provide meals to county residents with access needs. She explained that the contract runs December 31, 2020. A motion to approve the contract was made by Commission Vice-Chair Grayeyes and seconded by Commissioner Adams.

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

17. Consideration and Approval of the lease agreement with Horsepower Fleet Leasing, LLC Master Lease Agreement, Mack McDonald, Chief Administrative Officer

Mack presented, for approval, the continuation of a lease agreement to use Horsepower Fleet Leasing to lease vehicles for the Sheriff's office. Mack explained that the cost to the county last year was \$18500. Mack also stated that Horsepower Fleet Leasing had great rates compared to other companies and added value to the county. A motion to approve the contract was made by Commissioner Adams, and seconded by Commission Vice-Chair Grayeyes. Voting Yea: Commission Chairman Maryboy, Commission Vice-Chair Grayeyes, Commissioner Adams.

18. Consideration and Approval of the Deer Haven Park Subdivision Amendment 6, La Sal, Scott Burton, Subdivision Administrator

Scott presented for approval an amendment to an existing subdivision which realigns the road on the platte map with where the road is actually located. He explained that the road was built around a grove of trees rather than going in a straight line through the trees. A motion to approve the amendment was made by Commissioner Adams and seconded by Commission Vice-Chair Grayeyes.

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

19. Consideration and Approval of the Double R Ranch Subdivision, Amending and vacating Lot 1 of the Dyke Subdivision, La Sal, Scott Burton, Subdivision Administrator

Scott presented an amendment to the Double R Ranch Subdivision and said that Lot 1 would be vacated from its current subdivision to create to lots of 48 acres and 30 acres. A motion was made to approve the amendments by Commissioner Adams, Seconded by Commission Vice-Chair Grayeyes.

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

20. Consideration and Approval of the Zufelt Subdivision, Lot 4 Amendment, Spanish Valley, Scott Burton, Subdivision Administrator

Scott presented an amendment to the Zufelt Subdivision and explained that the amendment is creating two lots out of one. He stated that one lot has an existing residence and there would be the creation of a lane back to the other lot. A motion was made to approve the amendments by Commissioner Adams, Seconded by Commission Vice-Chair Grayeyes.

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

21. Consideration and Approval of the San Juan Estates, Phase 3 Lot 33 Amendment 2, Spanish Valley, Scott Burton, Subdivision Administrator

Scott, lastly, requested the approval of amending Lot 33 of San Juan Estates to create 6 additional lots with the sizes of ¼ acre for 2 lots and 4 lots being a little over 1/3 of an acre. A motion was made by Commissioner Adams to approve the amendment. The motion was seconded by Commission Vice-Chair Grayeyes.

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

COMMISSION REPORTS

Commissioner Adams – Commissioner Adams reported that he will attend an AOG meeting in Price on Thursday.

Commissioner Grayeyes – Commissioner Grayeyes reported that he is trying to communicate with NDOT on the proposed route between Oljato and Navajo Mountain. He also explained that he is working with the chapter and school board and will attend an NRF meeting later on today.

Commissioner Maryboy – Commissioner Maryboy asked everyone to stay safe. He also responded to a call from a citizen about a road on mountain that he was told had been eroded. After a visit to the area, he explained that the road looked to be in good condition. Commissioner Maryboy also explained that there have been issues raised from residents about the school district. He also spoke about a proposed amendment to the Navajo Nation government.

ADJOURNMENT

A motion to adjourn the meeting was made by Commissioner Adams, Seconded by Commission Vice-Chair Grayeyes.

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

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

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

APPROVED: _____
San Juan County Board of County Commissioners

DATE: _____

ATTEST: _____
San Juan County Clerk/Auditor

DATE: _____

Streakwave Wireless, Inc.
 840 JURY CT.
 SAN JOSE, CA 95112
 UNITED STATES
 408-294-8415

SALES INVOICE

Item 3.

916528

DATE: 11-Nov-2020

Account Code **93698**

Payment Method

Payment Terms **CREDIT CARD**

Ship via **UPS Freight (LTL & FTL)**

Purchase Order No:

Purchase Order Date:

Your Billing Address

San Juan County
 Trae Bushore
 117 S Main St
 MONTICELLO,UT 84535
 UNITED STATES

Your Shipping Address

San Juan County
 Trae Bushore
 117 S main St
 Monticello,UT 84535
 UNITED STATES

SL#	ItemCode	Item Description	Ordered	Shipped	Price	Amount
1	UCM6202	2 FXO, 2 FXS IP-PBX nbsp;	2	2	\$190.98	\$381.96
2	UDM-Pro	UniFi Dream Machine Pro 10Gbps 8-Port nbsp;	6	6	\$357.00	\$2142.00
3	USG	UniFi Security Gateway 3xRJ45 Gigabit nbsp;	7	7	\$124.00	\$868.00
4	UCM6510	1T1/E1/J1 port, 2 FXO and 2 FXS ports nbsp;	1	1	\$717.92	\$717.92
5	GXP2135	Enterprise IP Telephone w up to 8 lines nbsp;	32	32	\$57.12	\$1827.84
6	UAP-ACPRO5US	UniFi AP ac Pro US 5Pk nbsp;	9	9	\$590.00	\$5310.00
7	US-8-5	UniFi Switch 8 5Pk nbsp;	3	3	\$442.00	\$1326.00
8	US-8-60W-5	UniFi Switch 8 60W 4- Ports PoE 5Pk nbsp;	3	3	\$500.00	\$1500.00
9	US-8-150W	UniFi Switch 8 150W 24V 802.3af/at PoE nbsp;	2	2	\$185.00	\$370.00
10	HA100	UCM Failover Controlloer for UCM6510 nbsp;	1	1	\$185.92	\$185.92
11	SHIP	SHIPPING nbsp;	1	1	\$152.20	\$152.20
12	NBE-5AC- GEN2-US	5GHz NanoBeam ac Gen2 19dbi US nbsp;	2	2	\$88.90	\$177.80

10-4150-920
 TB

SUMMARY TOTAL	
Taxable Amount	\$0.00
Exempt Amount	\$14959.64
Sub-Total	\$14959.64
Tax	\$0.00
Total	\$14959.64
Paid	\$0.00
Balance	\$14959.64

Streakwave Wireless, Inc.
 840 JURY CT.
 SAN JOSE, CA 95112
 UNITED STATES
 408-294-8415

SALES INVOICE

Item 3.

916150

DATE: 10-Nov-2020

Account Code **93698**

Payment Method

Payment Terms **CREDIT CARD**

Ship via **UPS Ground w/ Frt Pricing**

Purchase Order No:

Purchase Order Date:

Your Billing Address

San Juan County
 Trae Bushore
 117 S Main St
 MONTICELLO,UT 84535
 UNITED STATES

Your Shipping Address

San Juan County
 Trae Bushore
 117 S main St
 Monticello,UT 84535
 UNITED STATES

SL#	ItemCode	Item Description	Ordered	Shipped	Price	Amount
1	UAP-AC-M-PRO-US	UniFi AP ac Mesh Pro US	4	4	\$167.00	\$668.00
2	US-24-250W	UniFi Switch 24 250W 24V 802.3af/at PoE	11	11	\$363.00	\$3993.00
3	USG-PRO-4	UniFi Security Gateway Pro 4xRJ45 2xSFP	2	2	\$303.00	\$606.00
4	SHIP	SHIPPING	1	1	\$220.63	\$220.63

SUMMARY TOTAL	
Taxable Amount	\$0.00
Exempt Amount	\$5487.63
Sub-Total	\$5487.63
Tax	\$0.00
T o t a l	\$5487.63
P a i d	\$0.00
B a l a n c e	\$5487.63

Item 4.



Payment Receipt

Google LLC
1600 Amphitheatre Pkwy
Mountain View, CA 94043
United States

Payment date Nov 13, 2020
Billing ID 7465-5984-2178
Payment method Visa ••••8350

Tax identification number
77-0493581

San Juan County
John Fellmeth
117 S Main
P. O. Box 338
Monticello, UT 84535
United States

Description	
Payment amount	\$24,192.00



COMMISSION STAFF REPORT

MEETING DATE: November 17, 2020

SUBMITTED BY: Mack McDonald

TITLE: Introduction of a nonprofit organization Restoring Ancestral Winds, Inc., Yolanda Francisco-Nez, MBA, Executive Director

RECOMMENDATION:

SUMMARY

Restoring Ancestral Winds, Inc. is located in Sandy, Utah. We are one of 19 tribal coalitions in the US funded by USDOJ Office of Violence Against Women Tribal Program. We offer technical assistance, policy and advocacy, and training to professionals who work with tribal communities throughout the state. This includes victim advocates, law enforcement, and government officials, the Utah legislature and others. The Navajo Nation government owns a domestic violence shelter in Blanding called Gentle IronHawk Shelter (GIS). We have provided some support to the GIS staff and to the Navajo/Diné and White Mesa Ute community.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

N/A



COMMISSION STAFF REPORT

MEETING DATE: November 17, 2020

SUBMITTED BY: Nick Sandberg, Public Lands Coordinator

TITLE: Consideration of letter recommending a public hearing by Utah Division of Water Quality on permit application for underground in-situ mining by Lisbon Valley Copper Mine.

RECOMMENDATION: Sign letter

SUMMARY

Utah Division of Water Quality is providing a public comment period on the proposed issuance of a permit for underground injection of an acid solution for in-situ copper recovery at the Lisbon Valley Copper Mine. Area residents and the County have concerns on the potential effects on underground water quality and quantity especially to local users dependent upon existing water wells in the area. The subject letter requests that Utah Division of Water Quality conduct a public hearing so the proposal can be explained to the public and affected parties through a presentation and question and answer format. Better informed comments could then be made on the proposal.

HISTORY/PAST ACTION

None on this proposal.

FISCAL IMPACT

None at present.



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of
Environmental Quality

L. Scott Baird
Executive Director

DIVISION OF WATER QUALITY
Erica Brown Gaddis, PhD
Director

Item 6.

November 4, 2020

**Division of Water Quality
Utah Department of Environmental Quality
Public Notice of Intent to Issue Permit
Underground Injection Control Class III Area Permit
In Situ Copper Recovery**

Purpose of Public Notice

The Utah Department of Environmental Quality (DEQ) is soliciting comments on the request to authorize a new Underground Injection Control (UIC) Class III permit as described below. The permit is issued by the Director of the Division of Water Quality (DWQ) under authority of the Utah Water Quality Act, Section 19-5-106(g) Utah Code Ann. 1953, as amended and Utah Administrative Code R317-7. Under Section R317-7-13 the Director of DWQ will investigate and provide written response to all citizen complaints duly submitted. In addition, the Director shall not oppose intervention in any civil or administrative proceeding by any citizen where permissive intervention may be authorized by statute or rule. The Director will publish notice of and provide at least thirty (30) days of public comment on any proposed settlement of any enforcement action. Utah Administrative Code R317-7-13 can be viewed at the following internet URL: <https://rules.utah.gov/publicat/code/r317/r317-007.htm#E14>.

Permit Information

Permittee Name: Lisbon Valley Mining Co., LLC (Lisbon Valley)
Facility Location: Lisbon Valley, San Juan County
Mailing Address: PO Box 248
La Sal, UT 84532

Lisbon Valley is currently an existing open pit heap leach copper mine and has submitted a UIC Class III Area Permit Application and Aquifer Exemption Request to construct and operate Class III in-situ copper recovery injection wells in south central San Juan County, Utah. This permit will allow Lisbon Valley to continue extraction of copper from ore within mineralized zones of the Burro Canyon aquifer (including the Dakota and Burro Canyon Formations) generally between 200 and 900 feet below the ground's surface. These resources are currently uneconomical to develop using open pit mining methods and Lisbon Valley is planning to extend the life of mine by adopting in situ copper recovery technology. The permit requires the operator to utilize best available technology in the construction, operation and closure of the in situ copper recovery facilities. It also provides for the monitoring of ground water and requires the operator to monitor the perimeter of the wellfield both laterally and beneath. Wellfield closure will follow copper recovery to restore groundwater quality by rinsing and plugging and abandonment of injection and recovery wells.

Public Comments

Public comments are invited any time prior to **Friday, December 4, 2020**. Comments may be directed to the Division of Water Quality, PO Box 144870, Salt Lake City, UT 84114-4870. All comments received prior to close of business **Friday, December 4, 2020**, will be considered in the formulation of final determinations to be imposed on the permit. A public hearing may be held if written requests are received within the first 15 days of this public comment period that demonstrate significant public interest and substantive issues exist to warrant holding a hearing.

Additional Information

Additional information may be obtained upon request by contacting Drummond Earley at (801) 536-4088 or dearley@utah.gov or by writing to the aforementioned address. Related documents are available for review on the DWQ web page at <https://deq.utah.gov/water-quality/water-quality-public-notice>.

In compliance with the Americans with Disabilities Act, individuals with special needs (including auxiliary communicative aids and services) should contact the Utah State Accessibility website at <https://www.utah.gov/accessibility.html>.

DWQ-2020-020484



SAN JUAN COUNTY COMMISSION

Item 6.

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

November 17, 2020

Mr. Drummond Earley
Utah Division of Water Quality
P.O. Box 144870
Salt Lake City, Utah 84114-4870

Re: Lisbon Valley Mining Company In Situ Copper Recovery Proposal

Dear Mr. Earley:

We have reviewed your Public Notice of Intent to Issue a Permit for Underground Injection for In Situ Copper Recovery at the Lisbon Valley Copper Mine in San Juan County and have concerns about the potential effects on underground water quality.

This proposal includes the injection of an acid solution and the recovery of that solution with extracted copper from the Burro Canyon aquifer. This aquifer and others in the area are the sources of culinary and livestock water used by residents and livestock operations in the area.

Residents and livestock users of these existing water wells are understandably concerned with the potential effects on water quality of these wells with the proposed injection of a sulfuric acid solution into the aquifer that supplies these wells. Quality water sources are scarce in this area and degradation or decrease of these waters would have devastating effects on culinary and livestock users of these waters.

We recommend that this proposal be explained in a public hearing where representatives of the mining company, your office and other agency officials would explain the proposal and its potential effects and answer questions from the public and concerned landowners. This would hopefully allow for a better understanding of the proposal and potential effects and allow for informative comments.

We appreciate your consideration of our request.

Sincerely,

Kenneth Maryboy
Commission Chairman



COMMISSION STAFF REPORT

MEETING DATE: November 17, 2020

SUBMITTED BY: Nick Sandberg, Public Lands Coordinator

TITLE: Consideration of a letter with comments on the Canyon Rims Travel Management Plan (BLM).

RECOMMENDATION: Sign letter

SUMMARY

BLM has provided a public comment period on the draft Environmental Assessment for the Canyon Rims Travel Management Plan. Preparation of this plan and associated EA is required by a settlement agreement with plaintiffs in a lawsuit filed against BLM Travel Plans approved with its 2008 Resource Management Plans (RMP), including the Moab RMP. This analysis includes County B and D roads in the Hatch Point and Shafer Basin areas. The subject letter includes the County's comments on the EA.

HISTORY/PAST ACTION

The County participated as a Cooperating Agency and as a Consulting Party in the preparation of the draft Travel Plan.

FISCAL IMPACT

None.



SAN JUAN COUNTY COMMISSION

Item 7.

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

November 17, 2020

Nicollee Gaddis-Wyatt
Field Manager
Moab Field Office
Bureau of Land Management
82 East Dogwood
Moab, Utah 84532

Re: Canyon Rims Travel Management Plan

Dear Ms. Gaddis-Wyatt:

We have reviewed the Canyon Rims Travel Management Plan Environmental Assessment and find it to be mostly consistent with input and discussion the County offered earlier in the analysis process as a Cooperating Agency. We appreciate that the document recognizes the San Juan County OHV Trail System.

We suggest that Section 1.5 of the EA (Conformance with Management Plans and Policies) include reference to the San Juan Resource Management Plan and Travel Plan. These plans are integral to the management of San Juan County including resources and infrastructure on BLM lands included in the analysis.

Section 3.1.3 General Assumptions is a good section of practical assumptions. We especially agree with the 1st and 4th assumptions (consideration of future new routes being part of ongoing operation and management of travel planning; and providing for a variety of OHV opportunities/experiences to reduce user inclination to travel off designated routes).

We understand that the old Hatch Point Road (D1783) south of the Anticline Overlook could not be considered in this analysis since it is not recognized in the current Moab 2008 Resource Management Plan/Travel Plan. However, we may request that this road be added to a future version of the Travel Plan as it could offer a safer, slower road for OHV users than travel on the main Hatch Point Road which may be a paved and higher speed road in the future.

Although the proposed designation in Alternative D of some minor roads as closed or as administrative or authorized use only is inconsistent with the San Juan Travel Plan we understand the reasoning for these designations. Most of these roads show limited or no use or are duplications of nearby roads that provide better access. Closure or designation as administrative use would have no affect on the County's RS2477 claims for these roads.

We concur with the analysis in the EA and would support the adoption of Alternative D in the final decision as being the most consistent with the County Resource Management Plan and Travel Plan. We appreciate your consideration of our comments.

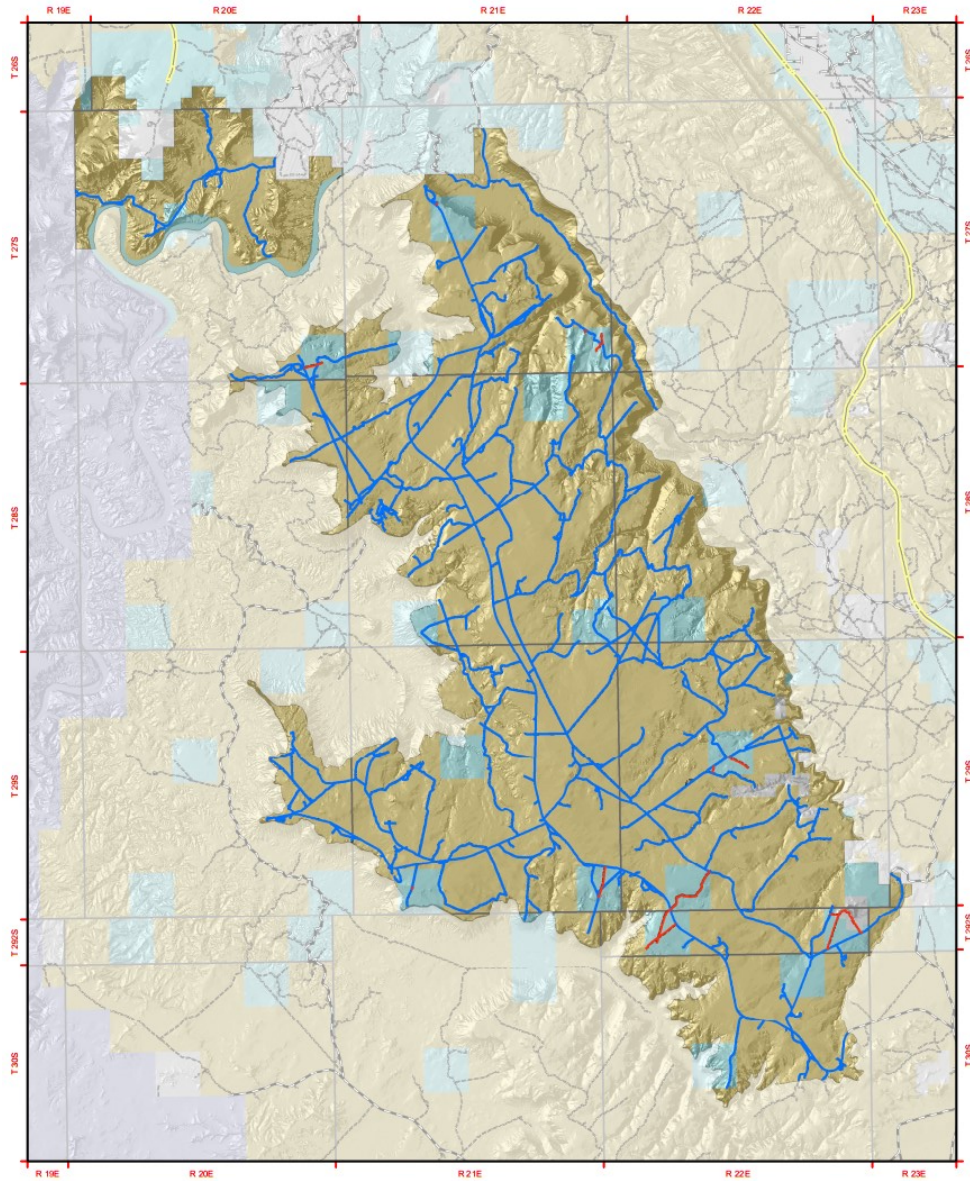
Sincerely,

Kenneth Maryboy
Commission Chairman

Canyon Rims Alternative Route Networks Alternative A

Canyon Rims Travel Management Plan
Alternative A

DOI-BLM-Y010-2018-0220 EA
Bureau of Land Management
Moab Field Office



Location Map
Utah BLM Field Office Boundaries



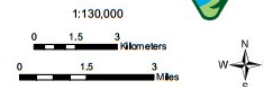
Date: 10/9/2019

Transportation Plan Alt_A

- Open
- Not Assessed

Land Status

- Bureau of Land Management (BLM)
- National Park Service (NPS)
- Private
- State
- State Parks and Recreation

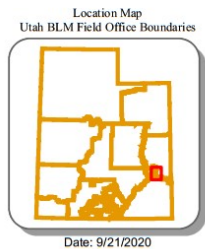
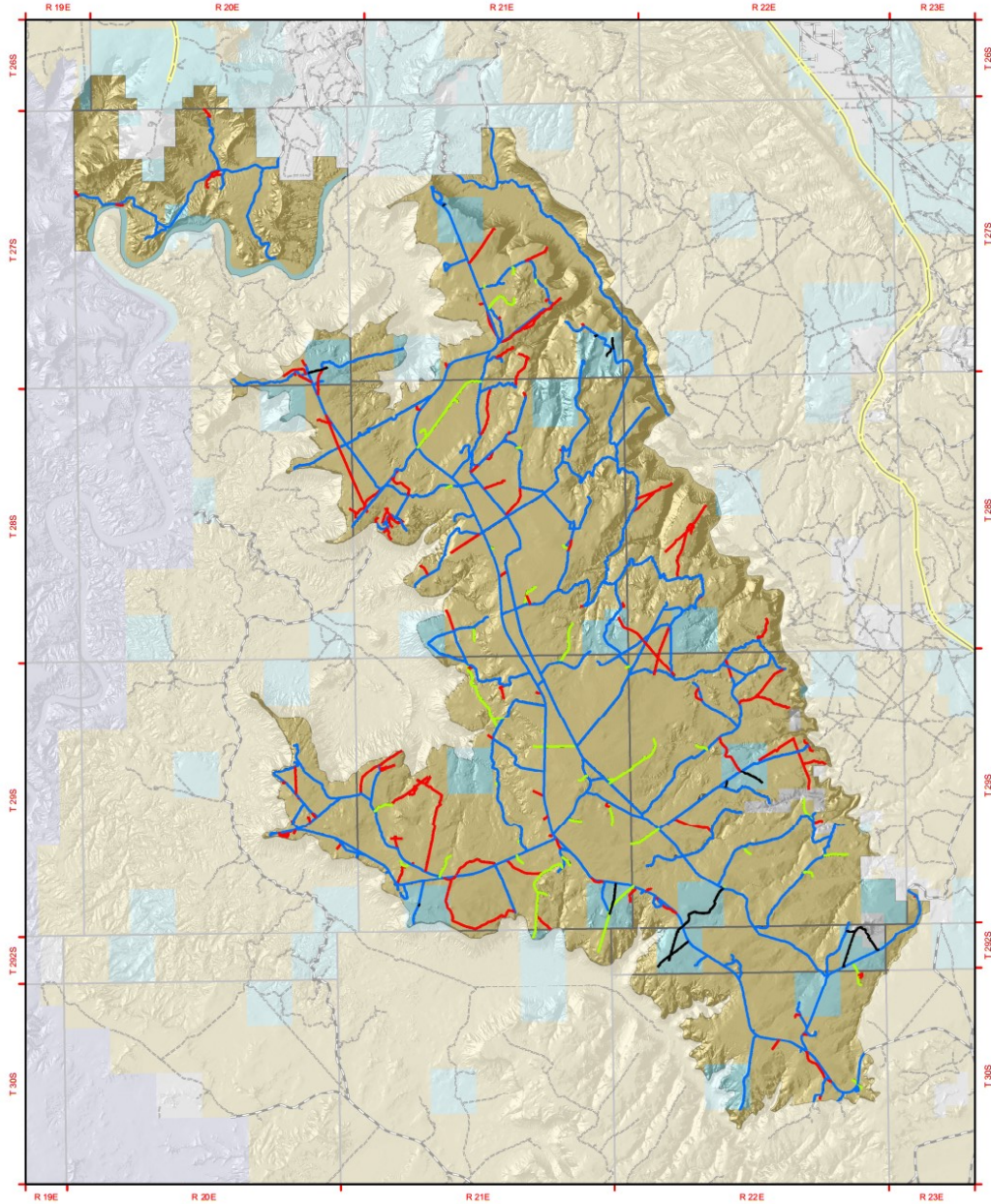


No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

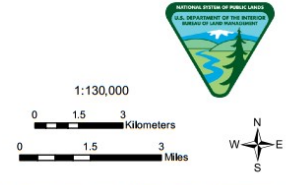
Alternative B

Canyon Rims Travel Management Plan
Alternative B

DOI-BLM-Y010-2018-0220 EA
Bureau of Land Management
Moab Field Office



- Transportation Plan Alt_B**
- Open
 - Administrative and Authorized Use Only
 - Closed
 - Not Assessed (Non BLM Routes)
 - Bureau of Land Management (BLM)
 - National Park Service (NPS)
 - Private
 - State
 - State Parks and Recreation

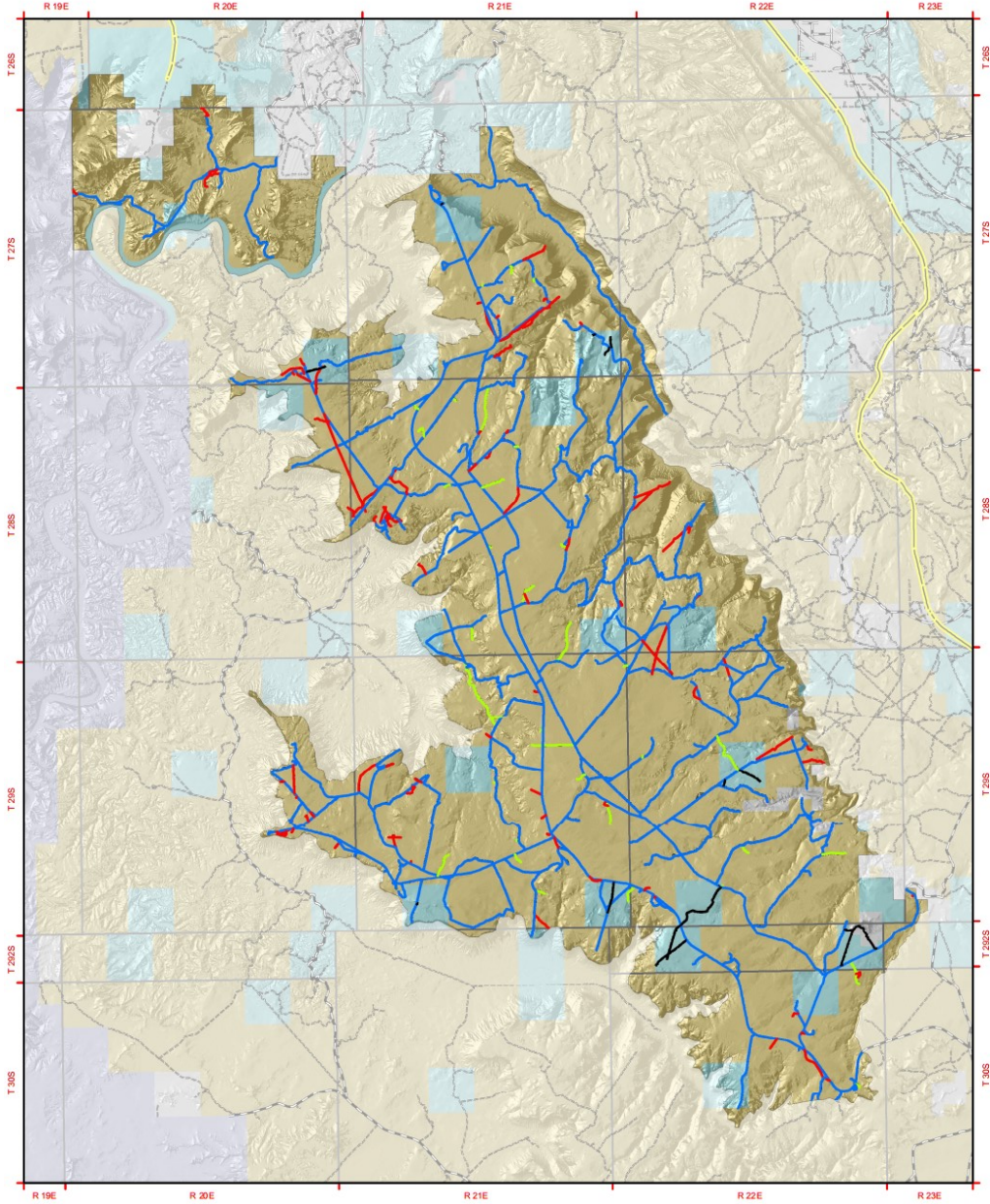


No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

Alternative C

Canyon Rims Travel Management Plan
Alternative C

DOI-BLM-Y010-2018-0220 EA
Bureau of Land Management
Moab Field Office

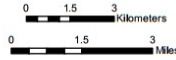


Location Map
Utah BLM Field Office Boundaries



- Transportation Plan Alt_C**
- Open
 - Administrative and Authorized Use Only
 - Closed
 - Not Assessed (Non BLM Routes)
 - Bureau of Land Management (BLM)
 - National Park Service (NPS)
 - Private
 - State
 - State Parks and Recreation

1:130,000

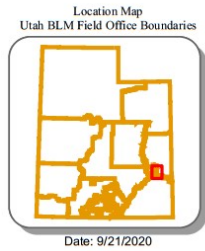
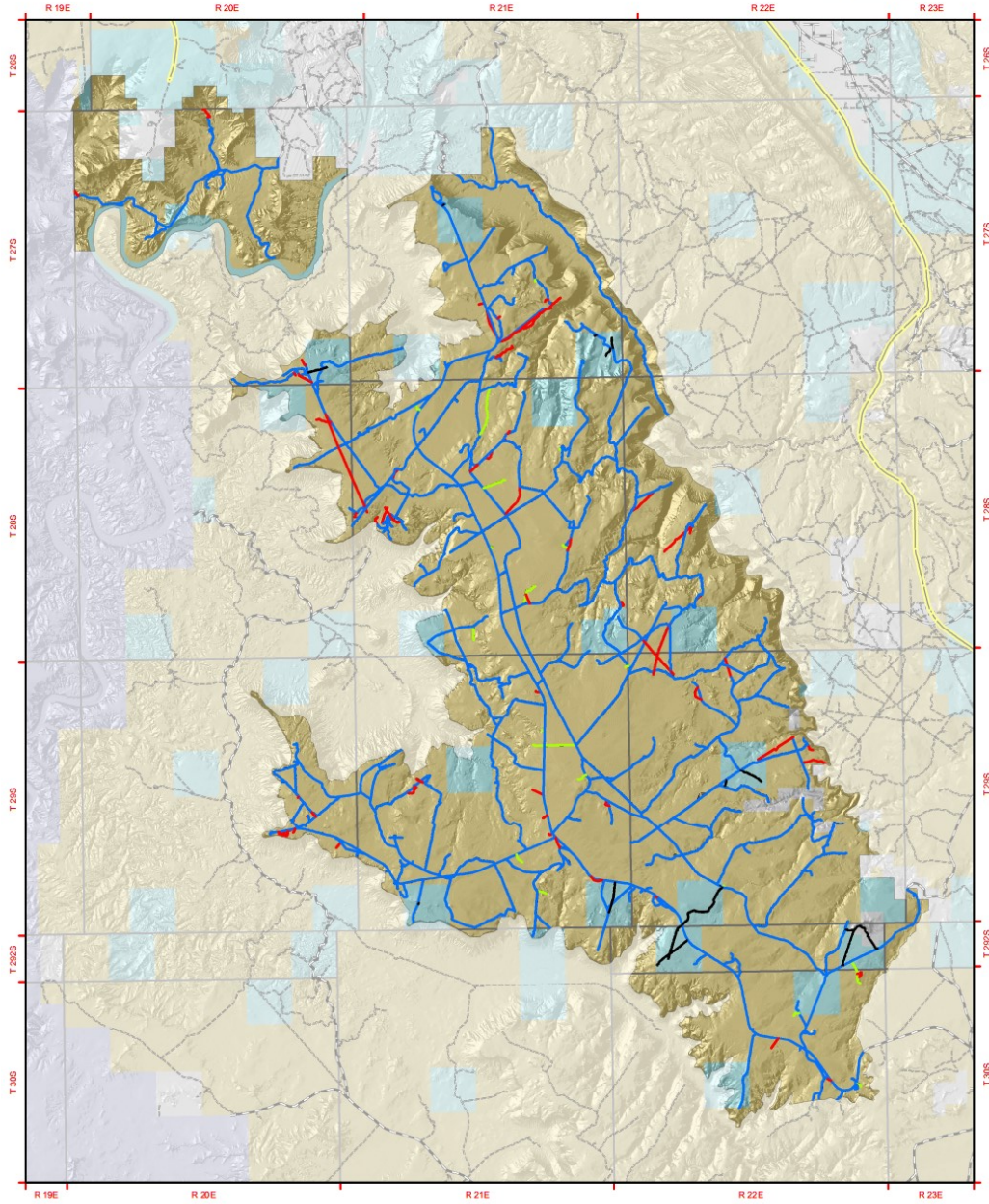


No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

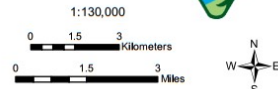
Alternative D

Canyon Rims Travel Management Plan
Alternative D

DOI-BLM-Y010-2018-0220 EA
Bureau of Land Management
Moab Field Office



- Transportation Plan Alt D**
- Open
 - Administrative and Authorized Use Only
 - Closed
 - Not Assessed (Non BLM Routes)
 - Bureau of Land Management (BLM)
 - National Park Service (NPS)
 - Private
 - State
 - State Parks and Recreation



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.



COMMISSION STAFF REPORT

MEETING DATE: November 3, 2020

SUBMITTED BY: Nicole Perkins, Library Director

TITLE: Consideration and Approval of Verizon Hotspot Grant Contract

RECOMMENDATION: Approval

SUMMARY

A CARES Act digital inclusion grant through UEN and Utah State Library to assist in getting WiFi access to communities throughout the County. All expenses are covered with an agreement of reimbursement for Hotspot units, 1 year coverage, CIPA requirements, protective cases, etc.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

Covered by Grant



NASPO ValuePoint

PURCHASING ENTITY AGREEMENT

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**

Purchasing Entity: **San Juan County Library System**

1. **Scope:** Verizon Wireless (“Contractor”) and the State of Utah, for itself and on behalf of NASPO ValuePoint (“NASPO ValuePoint” and/or “Customer”), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019 (together with any amendments and addenda the "Master Agreement"). The State of **Utah** (“Participating State”) has entered into a Participating Addendum (“PA”) with Contractor pursuant to the Master Agreement, allowing certain state agencies, political subdivisions, and other eligible entities to make purchases under the PA. This Purchasing Entity Agreement applies to the purchase and use of Products (e.g. wireless service, software and other services) by the Purchasing Entity under the PA. Contractor reserves the right to terminate this Agreement if at any time it is determined that Purchasing Entity is not eligible to purchase under the PA. All capitalized terms not defined in this Purchasing Entity Agreement will have the same meaning provided in the Master Agreement, as modified by the PA.
2. **Participation:** By executing this Purchasing Entity Agreement, the Purchasing Entity certifies that it has all approvals required by law, regulation or otherwise to complete purchases under the PA, and further represents and agrees as follows:
 - 2.1. It is eligible to complete purchases under the PA, will provide documentation substantiating its eligibility as may be requested by Contractor from time to time, and will immediately notify Contractor of any change in its eligibility to purchase under the PA;
 - 2.2. All purchases are governed by the terms of the Master Agreement and PA, and Purchasing Entity specifically agrees to these terms;
 - 2.3. It consents to the release of its account information to NASPO ValuePoint and the Participating State for the purpose of Contractor meeting its contractual reporting requirements, as further described in the Master Agreement and the PA;
 - 2.4. It will ensure that this Purchasing Entity Agreement will only be used in support of government, not for profit and private education business; and
 - 2.5. The contact person listed below (“Authorized Contact”) is authorized to act on behalf of, and otherwise bind Purchasing Entity, on account matters, including purchase equipment, add and cancel lines of service.
3. The undersigned represents and warrants that he or she is fully authorized to execute this Purchasing Entity Agreement on behalf of the Purchasing Entity, and that the delivery and execution of this Purchasing Entity Agreement has been approved by all required organizational action.

Street Address: 25 West 300 South
City, State & Zip: Blanding Utah 84511
Authorized Contact Phone number: 435 678 2335
Authorized Contact Email address: nperkins@sanjuancounty.org

Authorized Signature:
Print Name: Nicole Perkins
Title: San Juan County Library Director/Blanding Librarian
Date: 9/30/20



COMMISSION STAFF REPORT

MEETING DATE: November 3, 2020

SUBMITTED BY: Nicole Perkins, Library Director

TITLE: Seeking Approval/Signature from Commissioners for Cellular One Hotspot Grant

RECOMMENDATION: Approval/Signature from Commissioners

SUMMARY

Grant from UEN and Utah State Library for 10 Cellular One Hotspot units, CIPA requirements, and One year service, etc

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

N/A

Project Number: N/A Date 9/30/2020
 Customer Type: _____ Project State UT
 Product Type: _____

Client: Utah State Library Division
 Attention: Nicole Perkins
 Contact: Cody Pedersen
 Mobile: (928) 205-3395 Office: (928) 537-0375 x2238
 Email Address: cpedersen@cellularoneaz.com

Unlimted Data Plan Equipment	Device Quantity	2% Seed Stock	Unit Price	Sub-Total	2% Seed Stock	Total
Franklin 717 WIFI Hotspot	10	0	\$89.99	\$900	\$0.00	\$899.90
1 Year of Mobile Device Management Support (Optional)	10	0	\$20.00	\$200	\$0.00	\$200.00
Subtotal	20	0	\$109.99	\$1,100	\$0.00	\$1,099.90

Tax Rate	0.00%
Tax	\$0.00
Total	\$1,099.90

Description of service	Device Quantity	3% Seed Stock	Plan Price	Discount Applied	Discount Plan Price	Monthly Recurring Cost
Monthly Recurring Cost: Unlimited Data Plan (see details below)	10	0	\$105.00	66.67%	\$35.00	\$350.01
Fee for Service from 10/1/2020 to 9/30/2021						\$4,200.00
MRC Taxes						\$260.40
Total Amount Due:						\$5,560.30

1. SBI dba Cellular One is providing Open Internet Access and does not assume any responsibility for or exercise any control over the content obtained through Data Service. (See Service Agreement)
2. By signing this proposal client is accepting pricing but **not** committing to service. When the Service Agreement is fully executed by both parties this proposal shall be fully incorporated as part of the the Service Agreement terms and conditions.
3. Taxes are subject to change!
4. Unlimited Data Plan. Data plan includes 20 GB of LTE data. After 20 GB-LTE data is used subsequent data transfers will be slowed to 3G like speeds.(see Service Agreement for details)
5. Data speeds are not guaranteed.
6. All equipment shall will remain the property of client after plan is discontinued
7. 2% seed stock applies on orders over 150 devices

Definitions

1. MRC - Monthly Recurring Charge.
2. NRC - Non Recurring Charge (Install Fee.)
3. MTTR - Meant Time To Respond.
4. SBI - Smith Bagley Inc. (parent company to Cellular One).

Included in Services:

- * 24-hour Outage Number
- * Secured Network Engineered to 99.99% up time
- * Updates, Network Maintenance and help line
- * Graphs provided of usage and available bandwidth
- * Timeframe to turn up will be provided upon receipt of order

Technical Specifications - SLA

1. Class of Service: Dedicated Internet Access
2. Availability: 99.99%
3. Frame Delay/Latency: <30ms (one way)
4. Delay Variation/Jitter: <20ms
5. MTTR: <4 hours



Signature _____ Date _____

Accepted for Smith Bagley, Inc. by Ian Hathcock

Signature _____ Date _____

Accepted for Client by Nicole Perkins



COMMISSION STAFF REPORT

MEETING DATE: November 3, 2020

SUBMITTED BY: Tammy Gallegos, Emergency Manger

TITLE: Building Resilient Infrastructures and Communities Mitigation Plan Grant

RECOMMENDATION: Approval

SUMMARY

This is a grant to renew the Pre-Disaster Mitigation Plan that is up for renewal. The Process takes 2 years and the current plan is set to expire in 2023.

HISTORY/PAST ACTION

We have had this approved this grant to keep us in FEMA compliance.

FISCAL IMPACT

\$2,500

Status: Pending submission

San Juan County BRIC Mitigation Plan

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

Subapplicant information

Name of federal agency

FEMA

Type of submission

Application

SAN JUAN, COUNTY OF

117 S MAIN

MONTICELLO, UT 84535 United States

State	DUNS #	EIN #
UT	070018296	876000305

Subapplicant type

Local Government

Is the subapplicant subject to review by Executive Order 12372 Process?

Yes - This Pre-application/application was made available to the Executive Order 12372 Process for review on:

- No, Program is not covered by E.O. 12372.
No, Program has not been selected by state for review.

Is the subapplicant delinquent on any federal debt?

- Yes
- No

Continue

Community Information

San Juan County is in the south east corner of the State of Utah. Our County is 7,933 square miles with a population of 14,476. We have three municipalities within the county, Monticello, Blanding City and the Town of Bluff with Monticello being the County Seat. There are 8 unincorporated Communities in the county. We have a portion of the Navajo Nation with 7 Chapters in our boundaries along with the Ute Mountain Ute Tribe and the Southern Paiute Tribe. Our economic growth is centered on agriculture, hunting and fishing, and tourism; other activities that impact economic growth are mineral production, governmental operations, tribal operations, oil and gas exploration and recreation.

Major U.S. Highways that run through San Juan County are 191, 491 and 163. Highway 191 starts at the north end of San Juan County and runs south through the county going through the communities of Monticello, Blanding, Bluff, and then extends to the Arizona border. Highway 491 starts at the Colorado state line and runs west to Monticello. Highway 163 runs perpendicular to Highway 191 from Montezuma Creek, through Bluff and southwesterly through the unincorporated communities of Mexican Hat and Monument Valley. Highway 95 is on the east side of Blanding and runs through San Juan County westerly before exiting by Hanksville. San Juan County is located in Region 7 as per the Utah Department of Emergency Management.

Geographic Area

San Juan County is the largest county in the State of Utah, it is located in the Four Corners area of the United States. We border Colorado, New Mexico, and Arizona. Located in San Juan are tribal lands from the following tribes, the Navajo nation, the Ute Mountain Ute tribe, and the Southern Paiute Tribe. San Juan is one of the largest and least populated counties in the United States, and the largest county in Utah. San Juan covers 7,933 square miles; it is the poorest county in the State of Utah, and the 29th in the Nation. The county is also considered rural with some areas being frontier. The County has high mountains and plateaus, desert, high desert mountains, and rugged canyons. The Lowest elevation is 3,160 feet above sea level along the Colorado River to 13,089 feet above sea level on Mt. Peale in the La Sal Mountains. We are bordered on the west by Utah counties Kane, Wayne and Garfield, and north by Grand. San Juan County was founded in 1880 with a current population of 14,746 (2010 census).

Within San Juan County there is the Dead Horse Point, (entrance to the park is located close to Moab and Grand County), Edge of the Cedars, and the Goose Necks State park; Canyonlands (entrance to the park is located close to Moab and Grand County) and Monument Valley National Park; Hovenweeep, Natural Bridges National Monuments, and the Bears Ears-(Indian Creek and Shash Jáa) and the Glen Canyon Recreational Area.

San Juan County will hire a contractor that will help review the current San Juan County Pre-Disaster Mitigation Plan. Work groups will be developed and the work groups will go through the current plan, looking for what needs to be kept in the plan, changed and what is outdated in the plan.

Hazard Sources

Evaluation Process Description

San Juan County will hire a contractor that will help review the current San Juan County Pre-Disaster Mitigation Plan. Work groups will be developed and the work groups will go through the current plan, looking for what needs to be kept in the plan, changed and what is outdated in the plan.

Implementation Process Description

The Contractor will help develop a San Juan Pre-Disaster Mitigation Work Group in conjunction with the State of Utah Division of Emergency Management Liaison, the San Juan County Emergency Manager, and the Local Emergency Planning Committee (LEPC). The work group should include but is not limited to the following: County Emergency Managers, Public Works Officials, Watershed Management, Floodplain Administrators, Planners, City, Township, and Community Representatives, Native American Tribes (if applicable).

The Contractor will be responsible for arranging and conducting at minimum four meetings with the San Juan County Work Group during the contract period. Meetings should correspond with the planning process: 1-Kick off meeting, 2- Risk assessment review meeting, 3-Mitigation development meeting, 4-Final reviews and pre-promulgation meeting.

The Contractor will review, discuss, document and update with the San Juan County Emergency Manager and the Work Group the risk assessment portion of the current San Juan County Pre-Disaster Mitigation Plan using HAZUS, GIS, city and county parcel and county assessor data (where available) for the vulnerability

assessment. This must include but is not limited to: Identifying hazards that impact the planning area, Profiling hazards that can impact the area to understand consequences, Identifying infrastructure that is vulnerable to losses and or damages by the identified hazards, Estimating the potential losses that can result from the identified hazards.

Development of Mitigations Strategies, the Contractor will review, discuss, document and update mitigation efforts and activities with the San Juan County Emergency Manager and the Work Group. The Contractor will review, discuss, document and update public and local participation in identifying local mitigation priorities and mitigations strategies. Complete Draft Plan Update. Complete the plan and send completed draft plan to DEM, and San Juan County for review. Review and revise draft plan all comments from the public, Utah DEM, the Work Group, and FEMA will be documented and addressed during the plan review process and the public comment period. Send the completed plan to FEMA for review. Work with San Juan County Emergency Manager, UDEM and FEMA to address all of FEMA review comments. Return a completed FEMA approvable plan to FEMA. Update Plan Formal Promulgation (adoption) Process. Establish a process to promote, discuss and document all coordination, during the formal adoption process to include public meetings and formal presentations. The promulgation process must be done in coordination with the San Juan County Emergency Manager. A formal resolution, decree, declaration or ordinance is required for jurisdictions participating in the planning process. This document must be included in the plan. Documentations must also be included regarding those jurisdictions that have chosen not to participate in the planning process. The Contractor will propose a process for continued plan maintenance.

Primary Sources Description

The primary sources for gathering information and data will be the 2018 San Juan County Pre-Disaster Mitigation Plan, institutional knowledge, input from the public, historical data, current and projected demographic information, current land use and zoning ordinances, and applicable federal and state controlling laws and regulations. The assembled information will be shared with the San Juan County Work Group and become a part of the discussion while developing a county risk assessment and the mitigation strategies.

Staff and Resources Description

The Contractor will be primarily responsible for conducting and implementing the planning activities with the cooperation, collaboration, and coordination with the San Juan County Emergency Manager and the Work Group.

Scope of Work San Juan County

San Juan County will update their current county Pre-Disaster Mitigation Plan (FEMA Approved 7/23/2018). Coordination with local governments and the public are a critical component of this scope of work. The updated San Juan County Pre-Disaster Mitigation Plan must be a FEMA approvable plan by complying with Section 322 of the Disaster Mitigation Act of 2000 (DMA2000), 44 CFR parts 201 and 2016, Interim Final Rule. The updated plan must be adopted by the participating agencies in San Juan County and approved by FEMA prior to 7/23/2023 so that there is not lapse in coverage of those jurisdictions under a Pre-disaster NHMP.

Period of Performance: 24 months

FUNDING

FEMA Grant Funding-\$22,500

San Juan County Match Funding \$7,500

Grand Total Funding Request \$30,000

Planning Update Process

The Contractor will develop a San Juan County Work Group, with the State of Utah Division of Emergency Management Liaison, the San Juan County Emergency Manager, and the respective Local Emergency Planning Committee. The Work Group should include but are not limited to:

- County Emergency Manager
- State of Utah DEM Liaison
- Public Works Officials
- Watershed Management
- Floodplain Administrators
- Planners
- City and Town Representatives
- Native American Tribes

- The Public

The Contractor will be responsible for arranging and conducting at minimum four meetings with the county working groups during the contract period. Meetings should correspond with the planning process

- Kick Off Meeting
- Risk Assessment Review Meeting
- Mitigation Development Meeting
- Final Review and Pre-promulgation Meeting
- Plan Review

The Contractor will review the current Hazard Mitigation Plan with the County Work Group. The work group will look for what needs to be kept, what is outdated and what needs to be changed.

Risk Assessment

Review, discuss, document and update the regional risk assessment portion of the current San Juan Pre-Disaster Mitigation Plan using HAZUS, GIS, city and county parcel and county assessor data (Where available for the vulnerability assessment. This must include but is not limited to:

- Identifying hazards that impact the planning area.
- Profiling hazards that can impact the area to understand consequences.
- Identifying infrastructure that is vulnerable to losses and or damages by the identified hazards.
- Estimating the potential losses that can result from the occurrence of the identified hazards.

Development and Mitigation Strategies

Review, discuss, document and update county and city changes in development.

Review, discuss, document and update mitigations efforts and activities.

Review, discuss, document and update public and local participation in identifying local mitigation priorities and mitigations strategies.

Complete Draft Plan Update

Complete the plan and send completed draft plan to the Utah DEM and San Juan County EM for review.

Review and Revise Drat Plan

All comments from the public, Utah DEM, the County Work Group and FEMA will be documented and addressed during the plan review process and the public comment period.

FEMA Review

Send completed plan to FEMA for review. Work with the San Juan County Emergency Manager, UDEM and FEMA to address all of FEMA review comments. Return a completed FEMA approvable plan to FEMA.

Updated Plan Formal Promulgation (adoption) Process

Establish, promote, discuss, and document all coordination, as defined in DMA 2000, during the formal adoption process to include public meetings and formal presentations. The promulgation process must be done in coordination with the San Juan County Emergency Manger. A formal resolution, decree, declaration or ordinance is required for jurisdictions participating in the planning process. This document must be included in the plan. Documentation must also be included regarding those jurisdictions that have chosen not to participate in the planning process.

Plan Deliverables

The Contractor will deliver a FEMA approvable plan to UDEM and a FEMA planning tool. The planning tool must be completed indicating the plans page number and section where required. The final San Juan County Pre-Disaster Mitigation Plan will be delivered to Utah DEM no later than June 30, 2023

Plan Time Line

Description	Starting Time	Duration	Completed By
Selection of Contractor	Day of Grant Approval Month 1	1 Month	Emergency Manager
Develop Planning Team, Conduct Kick-Off Meeting	Month 2	1 Month	Emergency Manager, Contractor
Update and Revise Risk Assessment	Month3	6 Months	Work Group, Emergency Manager, Contractor

Update Mitigation Strategies	Month 9	6 Months	Work Group, Emergency Manager, Contractor
Review Updated Hazard Mitigation Plan	Month 15	2 Months	Work Group, Emergency Manager, Contractor
Submit Proposed Hazard Mitigation Plan to State DEM	Month 17	1 Month	Emergency Manager, Contractor
Make Revisions Based on UDEM Reviews	Month 18	1 Month	Work Group, Emergency Manager, Contractor
Send to FEMA for Reviews	Month 19	2 Months	Emergency Manager, Utah DEM
Make Revisions based on FEMA Review	Month 21	2 Months	Work Group, Emergency Manager, Contractor
Submit Final San Juan County Pre-Disaster Mitigation Plan to UDEM and FEMA	Month 23		Emergency Manager



11/2/2020

Jana Wilkinson
Utah Division of Emergency Management
1110 State Office Building
Salt Lake City, UT 84114

Dear Ms. Wilkinson

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 DE 201.6 Multi-jurisdictional mitigation plans identify criteria that allow for evaluating, and resolving hazards more comprehensively at the county level San Juan County is submitting this letter of commitment to confirm that county has agreed to participate in the San Juan County Mitigation Planning Process. Acknowledging that multi-jurisdictional plans may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan.

Further as a condition to participating in the mitigation planning San Juan County agrees to meet the requirements for mitigations plans identified in 44 CFR 01.6 and understands that is must engage in the following planning processes as more fully described in FEMA "Local Mitigation Planning Guidance" dated July 1, 2008, including but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of vulnerability analysis and identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and the development of action complimentary to these goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered and opportunity to participate in the planning process by all community stake holders (examples include, involvement in the planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan etc.);
- Documentation of an effective process to maintain and implement the plan; and
- Formal adoption of the Mitigation Plan by the jurisdictions governing body.

Therefore with full understanding of the obligations incurred by participation in this planning process, San Juan County will commit to the Pre-Disaster Mitigation Planning Process.

Respectfully ,

Kenneth Maryboy San Juan County Commission Chairman

San Juan County PO Box 9 Monticello, Utah 84535



11/2/2020

Jana Wilkinson
Utah Division of Emergency Management
1110 State Office Building
Salt Lake City, UT 84114

Dear Ms. Wilkinson

San Juan County as the Emergency Management Agency for San Juan has supported local, State and Federal grant programs. As with other grant programs that require matching funds San Juan County would like to express their support for the Building Resilient Infrastructure and Communities Grant Application Process. Should San Juan County be awarded a mitigation grant San Juan is able and willing to provide the matching funds required. As noted in the grant application the matching funds will be 25% of the amount asked for. In this particular case the grant amount being applied for is \$30,000. The Federal share of this grant will be \$22,500 and San Juan County's share will be \$7,500. As with other grants requiring a match San Juan County will provide these funds from the standard operating budget and fund the amount should an award be made.

Thank you for your attention to the matter.

Respectfully,

Kenneth Maryboy
San Juan County Commission Chairman

Status: Pending submission

San Juan County BRIC Mitigation Plan

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

Contact information

Subrecipient Authorized Representative (SAR)

Name	Phone	Mailing address	
Tammy Gallegos	Primary phone		Delete
tgallegos@sanjuancounty.org			
Add a SAR			

Point(s) of contact

Name	Primary phone	Additional phones	Mailing address	
Tammy Gallegos Emergency Manager	4355873225 ext 4119 Work	4354591801 Mobile	117 s. Main Street PO Box 9 Monticello UT 84535	Edit
tgallegos@sanjuancounty.org				
	Fax 4355872447			
Add a point of contact				

[Continue](#)

San Juan County BRIC Mitigation Plan

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)




Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.



Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District	
BLANDING, CITY OF	037	490238	N		1,2	 Delete
MONTICELLO, CITY OF	037	490212	N		1,2	 Delete
SAN JUAN COUNTY*	037	490109	N		1,2,;	 Delete

Please provide any additional comments below (optional).

San Juan County is in the south east corner of the State of Utah. Our County is 7,933 square miles with a population of 14,476. We have three municipalities within the county, Monticello, Blanding City and the Town of Bluff with Monticello being the County Seat. There are 8 unincorporated

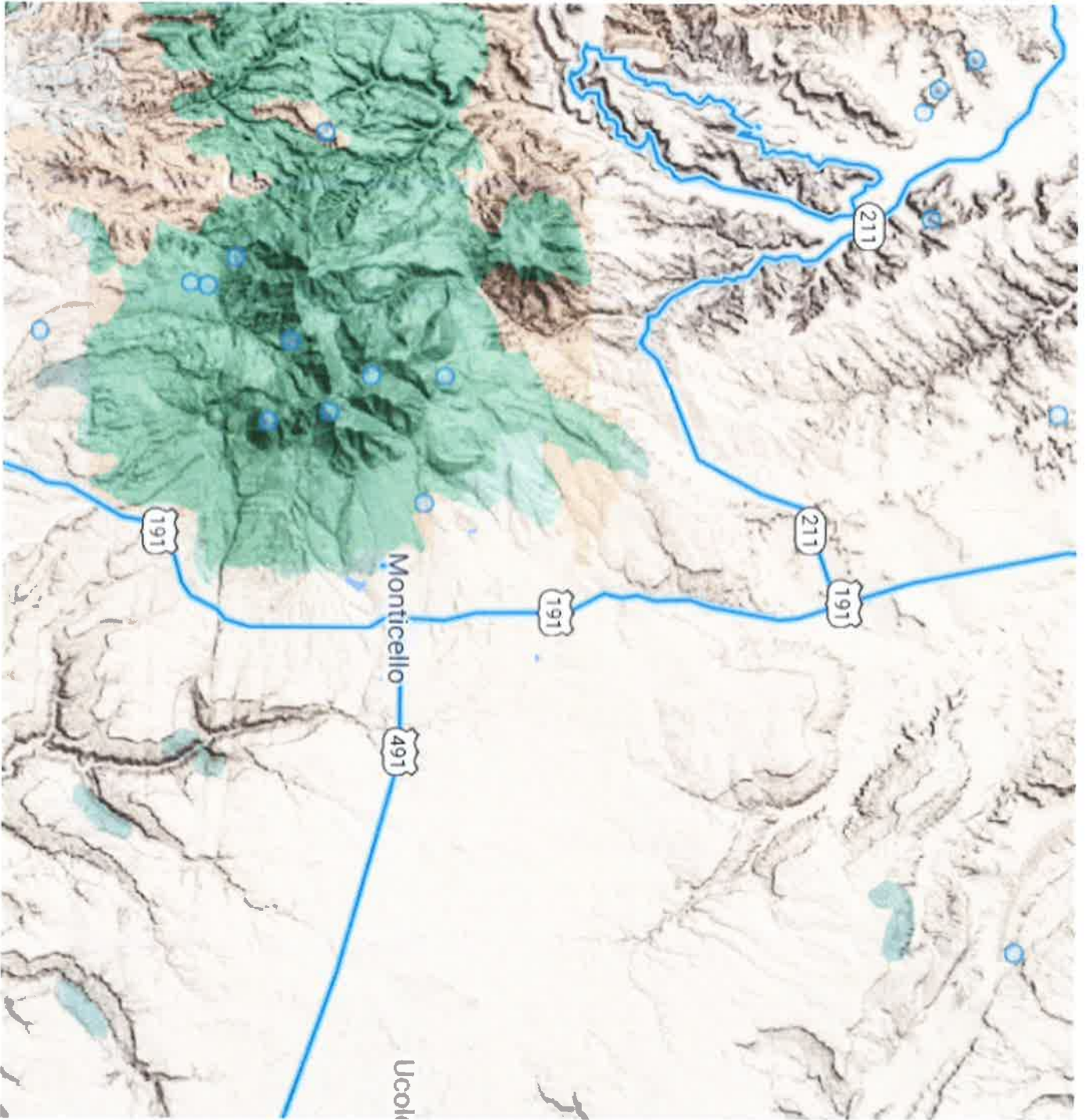
Attachments



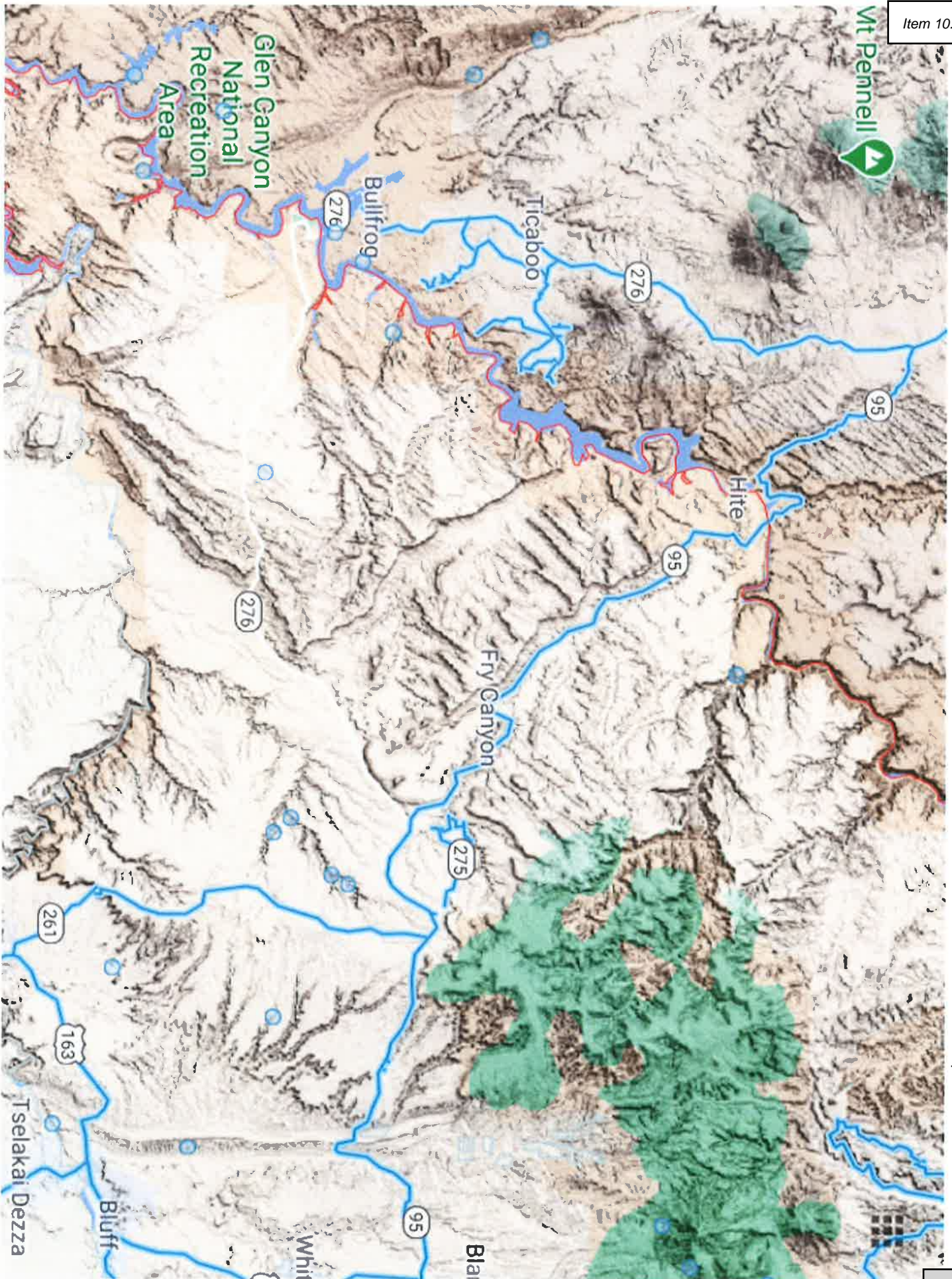
Maximum file size: 1 GB

document						
Filename	Date uploaded	Uploaded by	File size	Description	Action	
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<input checked="" type="checkbox"/> san_juan_hay_95_map.png	10/16/2020	tgalegos@sanjuancounty.org	1 MB		✘ Delete	
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<input checked="" type="checkbox"/> SAN_JUAN_MAP.png	10/16/2020	tgalegos@sanjuancounty.org	243 KB		✘ Delete	
<input checked="" type="checkbox"/> region_7_map.pdf	10/16/2020	tgalegos@sanjuancounty.org	70 KB		✘ Delete	

Continue



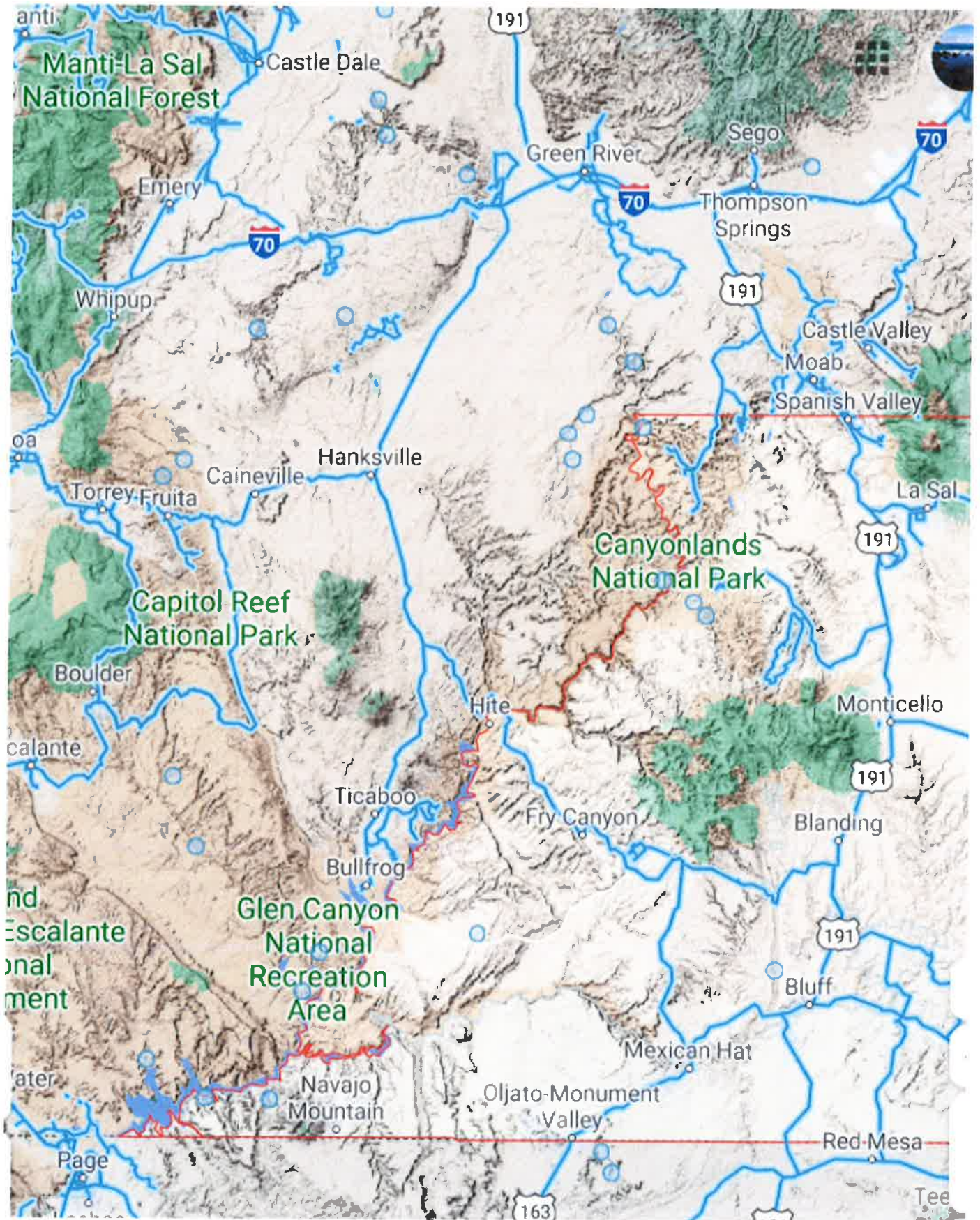
HWY 491 MAP

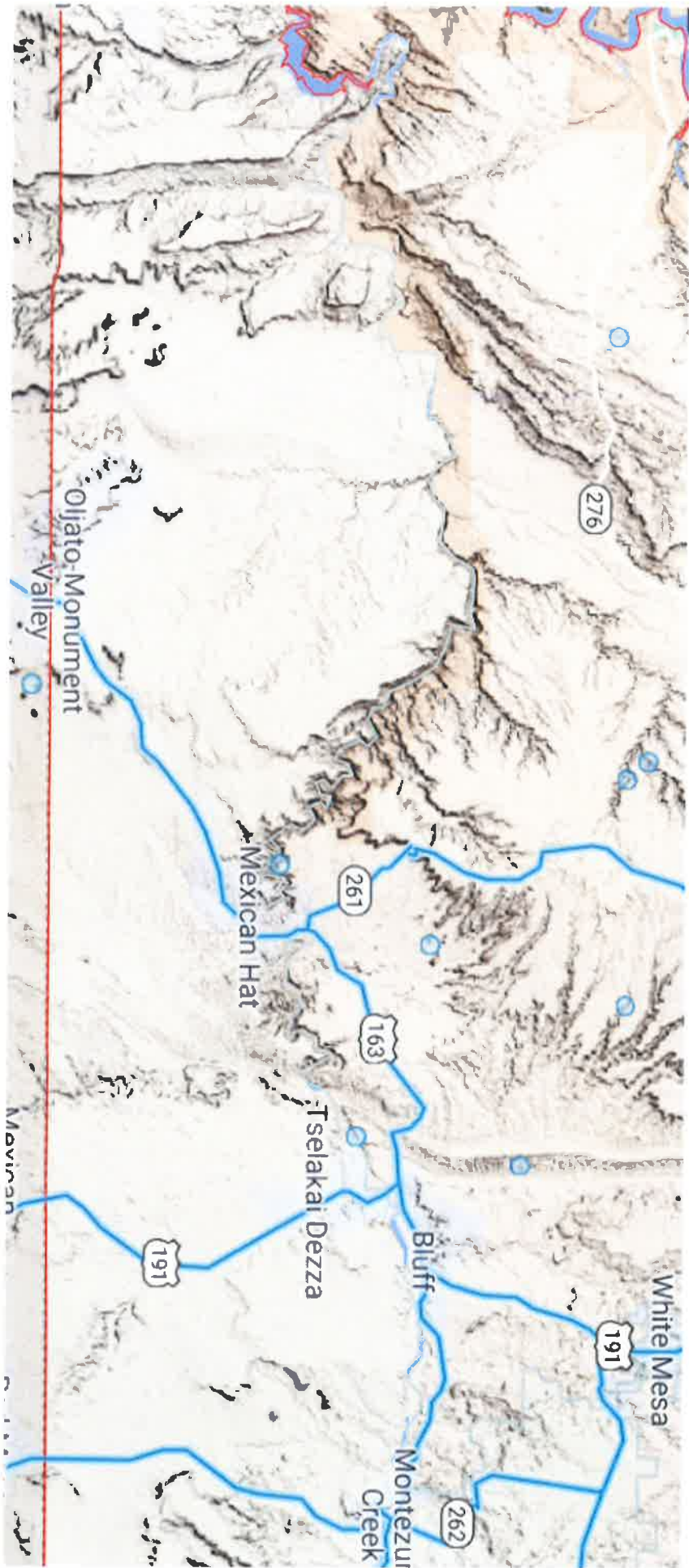


HWY 95 MAP

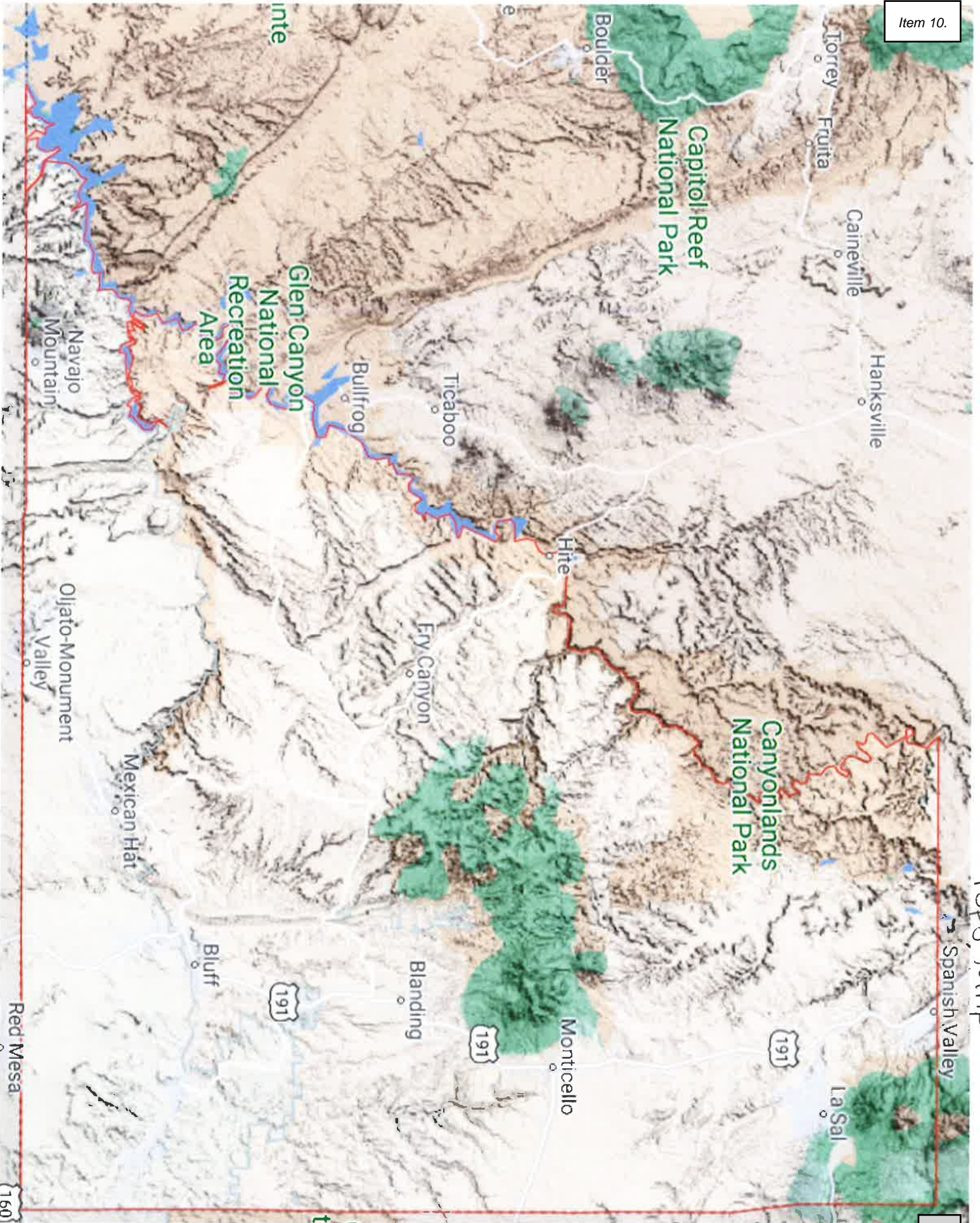
Hwy 191 MAP

Item 10.

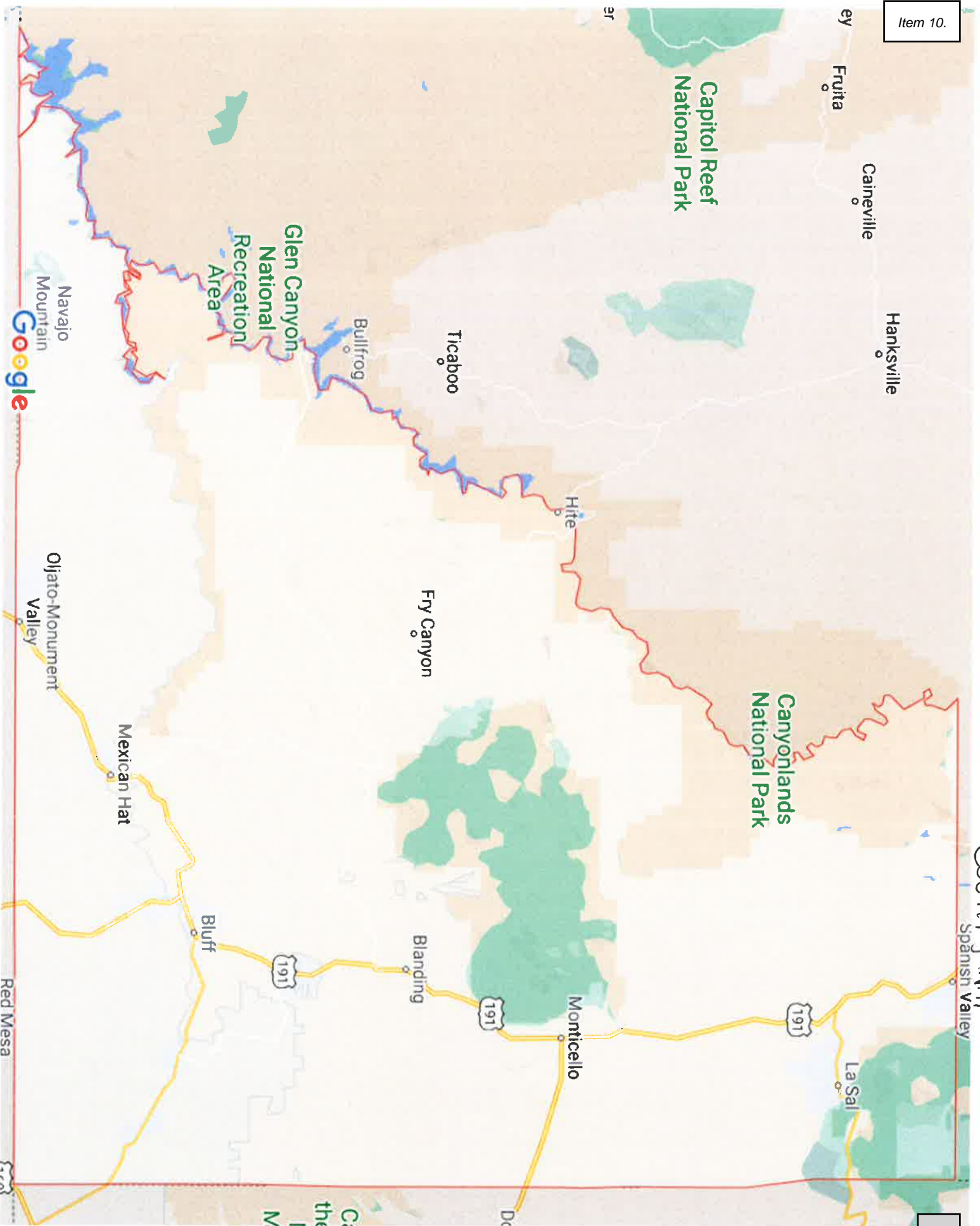




HWY 163 MAP

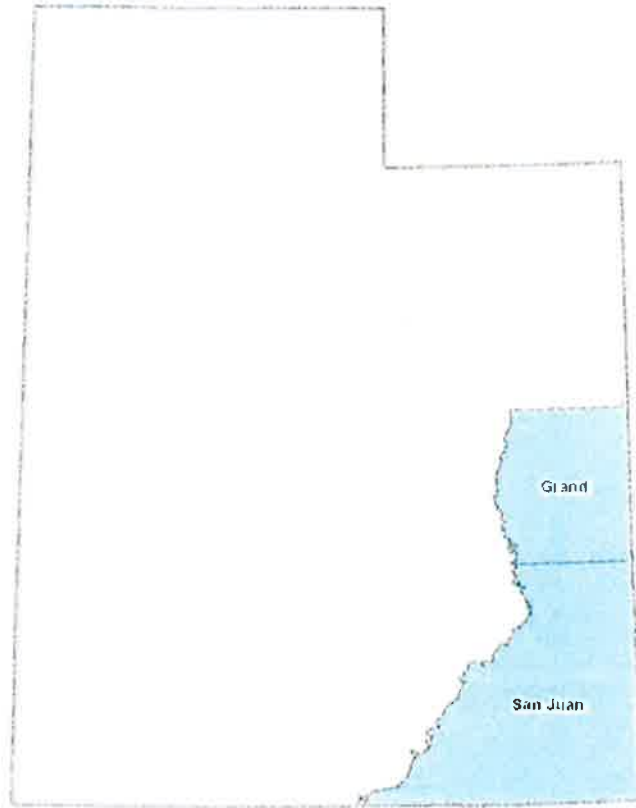


TOPO MAP



County MAP

UTAH REGION 7



Status: Pending submission

San Juan County BRIC Mitigation Plan

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)


Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?

- Yes

Please provide plan detail

Plan name	Plan type	Plan approval date	 Edit
San Juan County Pre-Disater Mitigation Plan	Local Multijurisdictional Multi-Hazard Mitigation Plan	07/23/2018	

Proposed activity description

San Juan County will review, revise and update the San Juan County Pre-Disaster Mitigation Plan collaborating with jurisdictions and the public within San Juan County

No

Please provide any additional comments below (optional).

Attachments



Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action

Status: Pending submission

San Juan County BRIC Mitigation Plan

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Subapplication title (include type of activity and location)

San Juan County BRIC Mitigation Plan

Activities

Primary activity type

Plan update



Primary sub-activity type

Local multijurisdictional multi-hazard mitigation plan



Secondary activity type (Optional)

Select



Geographic areas description

San Juan County is the largest county in the State of Utah, it is located in the Four Corners area of the United States. We border Colorado, New Mexico, and Arizona. Located in San Juan are tribal lands from the following tribes, the Navajo nation, the Ute Mountain Ute tribe, and the Southern

Hazard sources

Primary hazard source

Drought



Secondary hazard source (optional)

Winter storm



Tertiary hazard source (optional)

Fire



Evaluation process description

San Juan County will hire a contractor that will help review the current San Juan County Pre-Disaster Mitigation Plan. Work groups will be developed and the work groups will go through the current plan, looking for what needs to be kept in the plan, changed and what is outdated in the

Implementation process description

The Contractor will help develop a San Juan Pre-Disaster Mitigation Work Group in conjunction with the State of Utah Division of Emergency Management Liaison, the San Juan County Emergency Manager, and the Local Emergency Planning Committee (LEPC). The work group

Primary sources description

The primary sources for gathering information and data will be the 2018 San Juan County Pre-Disaster Mitigation Plan, institutional knowledge, input from the public, historical data, current and projected demographic information, current land use and zoning ordinances, and applicable

Staff and resources description

The Contractor will be primarily responsible for conducting and implementing the planning activities with the cooperation, collaboration, and coordination with the San Juan County Emergency Manager and the Work Group.

Additional comments (optional)

Continue

San Juan County BRIC Mitigation Plan

Status: Pending submission









OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

Schedule

Specify the work schedule for the mitigation activities.

Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

<p>Task Name Selection of Contractor</p>	<p>Start Month 1</p>	<p>Task Duration (in Months) 1 months</p>	<p> Edit</p> <p> Delete</p>
<p>Task Description San Juan County will select a contractor. Day of PDM Grant Approval</p>			
<p>Task Name Develop Planning Team,</p>	<p>Start Month 2</p>	<p>Task Duration (in Months) 1 months</p>	<p> Edit</p> <p> Delete</p>
<p>Task Description Kick of Meeting-Emergency Manager, Contractor</p>			
<p>Task Name Update and Revise Risk Assesment</p>	<p>Start Month 3</p>	<p>Task Duration (in Months) 6 months</p>	<p> Edit</p> <p> Delete</p>
<p>Task Description Work Group, Emergency Manager, Contractor</p>			
<p>Task Name Update Mitigation Strategies</p>	<p>Start Month 9</p>	<p>Task Duration (in Months) 6 months</p>	<p> Edit</p> <p> Delete</p>
<p>Task Description</p>			

Work Group, Emergency Manager, Contractor

Task Name

Review Updated Hazard Mitigation Plan

Start Month

15

Task Duration

(in Months)

2 months



[Edit](#)



[Delete](#)

Task Description

Work Group, Emergency Manager, Contractor

Task Name

Submit Proposed Hazard Mitigation Plan to State DEM

Start Month

17

Task Duration

(in Months)

1 months



[Edit](#)



[Delete](#)

Task Description

Emergency Manager, Contractor

Task Name

Make Revisions Based on UDEM Review

Start Month

18

Task Duration

(in Months)

1 months



[Edit](#)



[Delete](#)

Task Description

Work Group, Emergency Manager, Contractor

Task Name

Send to FEMA for Review

Start Month

19

Task Duration

(in Months)

2 months



[Edit](#)



[Delete](#)

Task Description

Emergency Manager, Utah DEM

Task Name

Make Revisions based on FEMA Review

Start Month

21

Task Duration

(in Months)

2 months



[Edit](#)



[Delete](#)

Task Description

Work Group, Emergency Manager, Contractor

Task Name

Submit Final San

Start Month

23

Task Duration



Item 10.

Juan County Pre-Disaster Mitigation Plan to UDEM and FEMA

(in Months)
1 months

Task Description
County Emergency Manager

[Edit](#)

[Delete](#)

[+ Add a task](#)

Estimate the total duration of your proposed activities (in months).

24

Proposed project start and end dates

Start Date (MM/DD/YYYY)

06/30/2021

End Date (MM/DD/YYYY)

06/30/2023

[Continue](#)

San Juan County BRIC Mitigation Plan

Status: Pending submission

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

Budget

Budget cost estimate and management cost (optional) should directly link to your scope of work and work schedule. You must add at least one item(s) greater than \$0 for your cost estimate. Once you have added item(s) for your cost estimate, you may then add the item(s) for management cost (optional). As necessary, please adjust your federal/non-federal cost shares and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

Add budget cost types and item(s)

Click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate. After adding items to your cost estimate, you may then select Add cost type button again to add management costs (optional) and applicable items.

+ Add cost type

Grand total: \$30,000.00

Budget type: Non construction

▶ Cost type: Cost estimate	\$30,000.00
----------------------------	-------------

Program income (optional)

\$

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Proposed federal vs. non-federal funding shares

Hazard mitigation assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. Building Resilient Infrastructure and Communities (BRIC) and small impoverished communities may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

Item 10.

Is this a small impoverished community? ⓘ

This determines your federal/non-federal share ratio.

- Yes
- No

	%	\$ Dollar amount
	Percentage	
Proposed federal share	75.00	\$22,500.00
Proposed non-federal share	25.00	\$7,500.00
		Based on total budget cost:
		\$30,000.00

Non-federal funding sources here

That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

+ Add funding source

Funding source	Funding amount	% Non-federal share by source
▶ Funding source: County Funds	\$7,500.00	100.00%

Please provide any additional comments below (optional).

Attachments



Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
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**Status: Pending
submission**

San Juan County BRIC Mitigation Plan

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

Evaluation

Is the applicant participating in the [Community Rating System \(CRS\)](#)?

Yes

No

Is the applicant a [Cooperating Technical Partner \(CTP\)](#)?

Yes

No

Was this created from a previous FEMA HMA Advance assistance / Project scoping award?

Yes

No

Has the applicant adopted building codes consistent with the [international codes](#)?

Yes

No

Have the applicant's building codes been assessed on the [Building Code Effectiveness Grading Schedule \(BCEGS\)](#)?

Yes

No

Describe involvement of partners to enhance the mitigation activity outcome.

The Pre-Disaster Mitigation Planning activities bring our partners to the table as members of the Work Group or as interested parties. Our community partners are a part of the solutions and have a stake in the successful outcome of the Hazard Mitigation Planning Process

Describe how this planning activity benefits your community and how the plan/data will be used to promote resiliency.

The Pre-Disaster Mitigation Planning activities are an opportunity to provide information to the community and the planning process becomes an educational tool to increase awareness, about personal preparedness for the residents of the county.

Additional comments (optional)

Item 10.

Attachments



Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
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San Juan County BRIC Mitigation Plan

Status: Pending
submission

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

Comments & attachments

- ▶ Community 1 comment, 7 attachments
- ▶ Mitigation plan 0 comment, 0 attachments
- ▶ Scope of work 0 comment, 1 attachments
- ▶ Budget 0 comment, 0 attachments
- ▶ Evaluation 0 comment, 0 attachments

Continue

San Juan County BRIC Mitigation Plan

Status: Pending
submission

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

Assurances and certifications

Certifications regarding lobbying; Debarment, Suspension and other responsibility matters; and Drug-free workplace requirements

OMB number: 1660-0083, Expiration date: 10/31/2021 [View burden statement](#)

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached (This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees,as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the term of the statement; and
 - (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convictions;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under

subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Optional

117 S Main Street, Monticello, Utah 84535

There are workplaces on file that are not identified

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

[Continue](#)

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
UTAH ASSOCIATION OF COUNTIES
TAX REFUND EXCHANGE AND COMPLIANCE SYSTEM
(U-TRECS)

This **MEMORANDUM OF UNDERSTANDING AND AGREEMENT** (“Agreement”) is entered into this 17th day of November, 2020 by and between the Governing Body of the Unit of Local Government of San Juan County (“Participating Political Subdivision”) and the Utah Association of Counties (“UAC”), serving on behalf of the Participating Political Subdivision as the Utah Association of Counties Debt Offset Local Agency Clearinghouse (“Local Agency Clearinghouse”).

RECITAL

WHEREAS, the Utah Government Code 63A-3-301,302,307,310 as last amended by Laws of Utah 2019, Chapter 84 (the “Code”), authorizes the Utah Division of Finance (“Division”), in conjunction with a non-profit entity (“Local Agency Clearinghouse”) organized by Participating Political Subdivisions, to offset any eligible amount due to a Participating Political Subdivision to satisfy, in whole or in part, a debt (as defined in the Code) owed to a Participating Political Subdivision; and

WHEREAS, the Code provides that eligible amounts due to a Participating Political Subdivision for collection are those:

- (1) Debts as defined as an account receivable under statute including any amount due as a result of judgement, citation, tax, or administrative order, or for which materials or services have been provided but not payments have been provided; and
- (2) Are debts that have been unpaid to the Participating Political Subdivision for 90-days or more

WHEREAS, the Division’s FINDER Incoming Debt Interface Developers Guide (“Guide”) establishes the procedures by which a Participating Political Subdivision may interface with Utah’s Debt Collection Offset Program; and

WHEREAS, Clearinghouse offers a debt offset program (“Program”) that: (1) complies with the Division’s secure data submission requirements for the offset of tax refunds under the Code and the Guide; (ii) acts as an agent on behalf of Participating Political Subdivisions with respect to the Division for purposes of the Code and the Guide; and (iii) submits Participating Political Subdivision debts for the offset of tax refunds with the Division on behalf of Participating Political Subdivisions pursuant to the Code and the Guide; and

WHEREAS, Participating Political Subdivision desires to enter into this Agreement with Clearinghouse in order to participate in the Program in order to increase the collection rate of debts owed the Participating Political Subdivision; and

WHEREAS, Clearinghouse has agreed to submit debts on behalf of Participating Political Subdivision pursuant to the Program:

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, Participating Political Subdivision and Clearinghouse mutually agree as follows:

I. TERM/TERMINATION. This Agreement shall become a legally binding agreement between Participating Political Subdivision and Clearinghouse with full legal force and effect upon mutual execution by Participating Political Subdivision and Clearinghouse. This Agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable. Clearinghouse will erase all Participating Political Subdivision data files from its debt offset system upon termination.

II. REPRESENTATIONS AND OBLIGATIONS OF CLAIMANT AGENCY

A. Participating Political Subdivision hereby designates, appoints, and authorizes Clearinghouse to process delinquent debts to be submitted to the Division. For purposes of the Program, "Delinquent Debt" means:

- (i) a single account or monetary obligation which is at least ten dollars (\$10.00) owed by a debtor to the Participating Political Subdivision; or,
- (ii) any group of accounts or monetary obligations, that, when combined, total at least ten dollars (\$10.00), owed by the same debtor to Claimant Agency.

After Participating Political Subdivision submits file of delinquent records to Clearinghouse, Clearinghouse mails pre-intercept notice to debtor on counties' behalf.

B. Participating Political Subdivision shall comply with any and all applicable provisions of the Code and Division prior to the submission of a debt to Clearinghouse for offset, including the submission of required application and/or forms to the Division.

C. Participating Political Subdivision shall, upon execution of this Agreement, file a participation form with Clearinghouse designating a debt offset coordinator and a debt offset contact. Such participation form shall be updated on an annual basis and at any time there is a change in the information provided thereon. Clearinghouse shall administratively provide participation forms, as needed, for use by Participating Political Subdivision. The debt offset coordinator shall be the designated local government employee authorized to receive notices and communication from Clearinghouse to ensure the requirements of this Agreement and the requirements of the Code and the Guide are met. The debt offset coordinator shall supply Clearinghouse with any and all information that in the opinion of Clearinghouse is necessary for the proper implementation of this Agreement. The debt offset contact will receive all referrals from debtors.

D. Participating Political Subdivision shall use a file format specified by Clearinghouse to prepare debt files and adjustments to debt files the Participating Political Subdivision certifies to Clearinghouse are owed to Participating Political Subdivision and that desires to have Clearinghouse submit to Division. The Clearinghouse shall timely notify the Participating Political Subdivision of any changes to the file format and the Participating Political Subdivision covenants and agrees that it shall immediately implement any changes required by Clearinghouse. Clearinghouse will establish capability of date and time stamping submitted debt files for priority setting.

E. Participating Political Subdivision shall transmit a debt file to Clearinghouse in a method and format acceptable to the Clearinghouse. The Participating Political Subdivision shall make every effort to submit a file the week of October 1st.

- F. Participating Political Subdivision shall, after a debt file has been submitted to Clearinghouse, advise Clearinghouse of any debtor repayment or protests and instructions to delete or reduce a delinquent debt by submitting a new debt file. If Participating Political Subdivision accepts full or partial payment against a debt file that has been submitted to Clearinghouse and sufficient notice is not provided to Clearinghouse to make a timely change to debt file reflecting the payment, Participating Political Subdivision is responsible to refund any resulting fee that may be due to debtor. If Participating Political Subdivision erroneously submits a debt file or submits faulty records to the Clearinghouse, the Participating Political Subdivision is responsible for any fees charged the debtor by the Clearinghouse and Division.

III. REPRESENTATIONS AND OBLIGATIONS OF CLEARINGHOUSE

- A. Clearinghouse shall, upon receipt of Participating Political Subdivision debt file, compile the information and submit the data to the Division.
- B. After Participating Political Subdivision submits file of delinquent records to Clearinghouse, Clearinghouse mails pre-intercept notice to debtor on Subdivision's behalf.
- C. After debtors are selected for garnishment, Clearinghouse sends out 21-day notice of garnishment letter that meets DoF requirements on Subdivision's behalf.
- D. Clearinghouse shall make access to Internet-based functionality available to Participating Political Subdivision through which Participating Political Subdivision shall submit debt files.
- E. Clearinghouse shall provide a social security number look-up service to match each debtor as submitted by Participating Political Subdivision to the best of its ability. Participating Political Subdivision acknowledges that the accuracy of the social security number look up is directly linked to the accuracy provided by the agency's input records and the Clearinghouse's third party look-up service.
- F. Clearinghouse shall provide Participating Political Subdivision an accounting of funds collected which will include the name of the debtor and the amount of the debt offset by debt unique identification number.
- G. Clearinghouse shall provide a toll-free telephone number for use by Participating Political Subdivision to receive technical support and provide information on the use of the Clearinghouse internet-based functionality and the processing of debts for submission to the Division. Technical support and information shall be available from 8:00 a.m. until 5:00 p.m. (Mountain Time), Monday through Friday, excluding holidays. Voicemail and e-mail access shall also be provided as a part of the support/information response system.

IV. UNDERSTANDING OF PARTIES

- A. To recover the costs incurred by Clearinghouse for preparation, acquisition of social security numbers, and ensuring file compliance with Division requirements, a local collection assistance fee of twenty-five dollars (\$25.00) is imposed by Participating Political Subdivision on each delinquent debt prior to submitting file to Clearinghouse. For any debts paid after the pre-intercept notice has been sent out and zeroed out from the file submitted to the Division, the Participating

Political Subdivision will be invoiced by the Clearinghouse for the local collection assistance fee during the following month. This fee will only be invoiced by the Clearinghouse for debts collected that exceed thirty dollars (\$30.00).

- B. For those debts that have not been settled prior to submittal to the Division, the Division will perform the offset against available refunds, and remit funds offset to the Clearinghouse. Clearinghouse will in turn remit funds to the Participating Political Subdivision less the local collection assistance fee of \$25.00 on those offsets that exceed thirty dollars (\$30.00).
- C. When multiple claims among local Participating Political Subdivisions are submitted for offset to Clearinghouse, the claims have priority based on the date and time each Participating Political Subdivisions requested Clearinghouse to submit debts on its behalf. The date and time of submission of the debt file shall constitute the date and time to establish the priority. Clearinghouse shall use submission receipt date and time of original file for priority date and time of specific debt. Additions to a delinquent debt through accrued interest and/or penalties will not change the priority date. Any new delinquent debt for same local claimant agency will have a new submission date and time, including new debts for a previously submitted debtor.
- D. Existing submitted delinquent debts may be adjusted upwards for interest and fees and will retain their original priority order. A later new delinquent debt, even if from the same debtor shall be date stamped by Clearinghouse with the later submission date.
- E. In the event of partial payment of a delinquent debt, Participating Political Subdivision may continue to submit the balance of the debt, if ten dollars (\$10.00) or more, as a part of subsequent data files. If the delinquent debt is reduced to an amount of less than ten dollars (\$10.00), it may be combined with a future delinquent debt submission for the same debtor and will be treated as a part of the new delinquent debt for purposes of priority and imposition of the local collection assistance fee.
- F. Clearinghouse shall not accept a debt file that is not prepared as specified by Clearinghouse in compliance with DoF requirements. Clearinghouse agrees to submit delinquent debts to the Division; provided, however Participating Political Subdivision is solely responsible for complying with the Code and DoF requirements.
- G. Intercepted funds sent to the Clearinghouse will be disbursed to Participating Political Subdivisions at direction of Clearinghouse. The local collection assistance fee will be deducted prior to funds being sent to Participating Political Subdivisions. Participating Political Subdivision shall establish and maintain any necessary accounts to receive intercepted funds as directed by Clearinghouse. Clearinghouse shall timely direct Participating Political Subdivision to establish and maintain such necessary accounts.

V. COMPENSATION

- A. Clearinghouse shall receive as compensation for its services the twenty-five (\$25.00) local collection assistance fee added to each delinquent debt. This local collection assistance fee is invoiced by the Clearinghouse to the Participating Political Subdivision the month following the debt and local collection assistance fee being collected by the Participating Political Subdivision. It will only be invoiced for those debts collected in excess of \$30.00. For those debts that are submitted to the Division for intercept, the local collection assistance fee of twenty-five dollars (\$25.00) will only be collected upon a successful interception exceeding (\$30.00). "Successful Interception" occurs when the Division matches all or a portion of a debt submitted by Clearinghouse against a State tax refund or other State payment for interception and payment towards a delinquent

debt owed to Participating Political Subdivision.

- B. Participating Political Subdivision agrees that Clearinghouse shall retain the local collection assistance fee collected by it in the event Claimant Agency is required, by statute or otherwise, to return to a debtor funds that have been offset by the Division.

VI. INDEMNIFICATION; REIMBURSEMENT; DISCLAIMER. Participating Political Subdivision fully understands and warrants to Clearinghouse that by submission of any delinquent debt submitted to Clearinghouse for offset Participating Political Subdivision has complied with all of the provisions of this Agreement and all of the provisions of the Code and the Division that are required prior to submission of a debt for offset. Participating Political Subdivision shall hold Clearinghouse free and harmless and shall indemnify Clearinghouse against any and all damages, claims, of action, injuries, actions, liability, or proceedings arising from the failure of Participating Political Subdivision to so perform. Participating Political Subdivision shall be responsible for the repayment of any sums received by it, including interest, penalties and court costs, to a debtor in the event a court of competent jurisdiction rules that said repayment is due to a debtor or debtors. Except as expressly stated in this Agreement, Clearinghouse disclaims any representations and warranties that might otherwise be implied in connection with this Agreement and Clearinghouse's services, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, date accuracy, system integration, and non-infringement.

VII. NOTICE. Any notice required to be given under this Agreement shall be sent by certified or registered mail postage.

VIII. ASSIGNMENT; SUBCONTRACTING. This Agreement is not assignable by either party. To facilitate efficient administration of the Program, Clearinghouse may utilize the services of contractors in connection with Clearinghouse's obligations under this Agreement, provided that Clearinghouse shall remain responsible for any such contractor's acts and omissions in connection with this Agreement as if such acts and omissions were conducted by Clearinghouse's own personnel.

IX. CONFIDENTIAL INFORMATION; OWNERSHIP RIGHTS.

- A. In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, information relating to the parties' employees, trade secrets, customers, vendors, finances, operations, products, and other business information. Except as otherwise provided by law, the following terms apply to Confidential Information: (i) the receiving party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and, (ii) the receiving party will only use the information in connection with its business dealings with the disclosing party, and shall disclose information only to employees or contractors having a need to know and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the receiving party prior to the disclosure, or it is independently developed by the receiving party; or (iii) it is obtained by receiving party in good faith from a third party not under obligation of secrecy to the disclosing party. Receiving party will be permitted to disclose that portion of Confidential Information which is the subject of a court or government agency order to disclose, provided the receiving party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement

- B. All information, including but not limited to printed, written, oral or computer-formatted information, which Clearinghouse may gain access to during the course of the performance of this Agreement shall be the property of Participating Political Subdivision, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. Clearinghouse shall maintain confidentiality of such information not only during the course of the performance of this Agreement but following its termination.
- C. Participating Government Subdivision acknowledges that, as between the parties, Clearinghouse owns and retains title to all intellectual property rights embodied in, or practiced by, Clearinghouse in connection with the Program and the proprietary methods utilized by Clearinghouse in performance of its services under this Agreement, and no licenses of such intellectual property rights to Claimant Agency are granted or implied by this Agreement.

X. MISCELLANEOUS

- A. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.
- B. The laws of the State of Utah shall govern the terms and conditions of this Agreement.
- C. Participating Government Subdivision shall enter into no other contract for similar tax return intercept services with any other entity so long as this Agreement remains in effect.
- D. This Agreement is subject to appropriation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written, all by authority of their respective governing bodies.

Participating Government Subdivision

Name of Governing Body of Unit of Local Government: San Juan County

Signature: _____
Name of Authorized Individual: _____
Title:

CLEARINGHOUSE

UTAH ASSOCIATION OF COUNTIES

Brandy Grace, CEO



COMMISSION STAFF REPORT

MEETING DATE: November 12, 2020

SUBMITTED BY: Mack McDonald

TITLE: Consideration and Agreement of a Memorandum of Understanding and Agreement with Utah Association of Counties Tax Refund Exchange and Compliance System (U-TRECS), Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a motion approving support of the agreement

SUMMARY

The Agreement is in coordination with the Tax Refund Exchange program for Cities and Counties to collect prior debts from debtors, whether those debts are a result of a judgement, citation, tax or administrative order. This program will assist the County in collecting debts outstanding primarily from individuals who have used the County's ambulance and who have not paid the debt. Part of the program is designed as a 21-day notification of the debt and if not collected, the Agency will then work with the State of Utah Division of Finance to begin garnishment through their social security of State Payroll Tax Return.

HISTORY/PAST ACTION

In the past, the County has used several companies to collect this debt in behalf of the County. However, there are still substantial revenues or collection being missed out on by not having a system of garnishment.

FISCAL IMPACT

There is no cost to the County for these efforts, however, there is a \$25.00 cost associated with each debt collected by the Agency which is in addition to the debt owed, all of which is to be paid by the debtor. Any outstanding debt collected is a positive fiscal impact to the County's EMS budget.



COMMISSION STAFF REPORT

MEETING DATE: November 17, 2020

SUBMITTED BY: Mack McDonald

TITLE: Consideration and Approval of a Participation Agreement with Gouldings Monument Valley Enterprises, L.C. for \$100,000 of CARES Act Funds for the Private/Public Well Upgrades

RECOMMENDATION: Make a motion approving support of the agreement

SUMMARY

With the approval of the 2nd round of County CARES Act funds, \$100,000 was approved to go towards Gouldings Monument Valley Enterprises private well and pump that has been used by the public as a public drinking water source during this COVID-19 pandemic. These funds will help with required maintenance and upgrade the infrastructure system so that it can continue to be used as a public source for water.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

\$100,000 of CARES Act Funds

Participation Agreement
between
San Juan County and
Gouldings Monument Valley Enterprises, L.C.

November __ 2020

PARTICIPATION AGREEMENT

San Juan County, a political subdivision of the State of Utah (the “**County**”), and Gouldings Monument Valley Enterprises, L.C. a Utah limited liability company (the “**Participant**”, and with the County, may be referred to herein collectively as “**Parties**” or individually as a “**Party**”), agree as follows as of November, ___ 2020 (the “**Effective Date**”):

1. Subject of the Agreement

A. Purpose of the Agreement

The purpose of this Participation Agreement (the “**Agreement**”) is (a) to implement the Water System Upgrades to the private well, pumps and infrastructure services currently being used as a Public Distribution Source of culinary water to residents of San Juan County (the “**Project**”) which the Participant has been willing to provide, free of charge to the public, but which resource is not finite nor is the maintenance thereof being paid for by the public. The Project consists of the pump, pump house, water lines, well, storage tank, buildings or structures such as utility buildings, structures, improvements and appurtenants located on, adjacent or near the Project that are reasonably related to the operations of the well water and drinking source. (collectively, the “**Project**”) located near 1000 Main Street, Monument Valley, Utah of which the County wishes to use a portion of its CARES Act Funds to reimburse the Participant for the improvements to the system and (b) to specify the terms and conditions pursuant to which the County and the Participant will cooperate in bringing about this objective, including the funds the County will provide to assist in the improvements thereof. The fulfillment of this Agreement is vital to and in the best interests of the County and the health, safety, and welfare of its residents during this pandemic, and in accord with public purposes and will provide a benefit to the County and its residents.

B. The Project Location

The Project is located within the boundaries of the Participants private property located at 1000 Main Street, Monument Valley, Utah which is a part of San Juan County.

C. Parties to the Agreement

i. County

The County is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under Utah Code Annotated under Title 17 Counties. The address of the County for purposes of this Agreement is: 117 South main Street, PO Box 9, Monticello, Utah, 84535 and Attention: Mack McDonald.

ii. The Participant

The Participant is Gouldings Monument Valley Enterprises, L.C. a limited liability company. The address of the Participant for the purposes of this Agreement is: 1000 Main Street, Monument Valley, Utah 84536.

iii. No Additional Approvals. Upon the approval of this Agreement by the County, and the expiration of all statutory notice and contest periods, no additional legislative action is required for the County to perform its obligations hereunder.

2. Participation Amount.

County shall reimburse the Participant for Project upgrades up to but not to exceed ONE HUNDRED THOUSAND DOLLARS AND No/100 (\$100,000.00) of the CARES Act Funds that the County received in an effort to prevent or mitigate COVID-19 during the current pandemic. The participation amount is required to be spent by the U.S. Treasury Department rules governing these funds by December 30, 2020.

3. Early Termination.

- A. County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after County's notice is effective under section 8.
- B. County may terminate this contract, which termination will be effective at the time County's notice is effective under section 8, if:
 - (1) The Participant 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 Participant fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- C. 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.

4. Warranties.

- A. The Participant warrants to San Juan County that:
 - (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer's warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be provided to the County upon completion. County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Participant shall correct or replace any materials or equipment that does not satisfy subsections 5.A.(1)(a)-(d) within 30 days after County's notice is effective under section 8.
- C. Participant shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- E. The Participant shall assign and deliver to County all manufacturers' warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

5. Insurance. The Participant shall maintain for the duration of this Participation Agreement the following types of insurance:

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;

- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers’ Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers’ Liability insurance policy, the Participant shall provide County with the applicable state issued waiver.

For the duration of this Agreement and for a year after the termination of this contract, County may request the Participant to provide County with certificates or other records that demonstrate that the Participant is in compliance with the insurance requirements set forth in this section (the “Certificates/Records”). If the Participant fails to have the insurances required by this contract, County may immediately terminate this contract.

- 6. **Indemnification.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against County, 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 Participant (each, a “Claim”), Participant 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 County negligently or intentionally caused those Indemnifiable Losses.
- 7. **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>Participant</u>
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	<u>With a copy to:</u> San Juan County Attn: Attorney’s Office PO Box 9 Monticello, UT 84535	Gouldings Monument Valley Enterprises L.C. 1000 Main Street Monument Valley, Utah 84536

- 8. **Independent Contractor.** The Participant shall perform this contract as an independent contractor. The Participant acknowledges that it and its representatives are not employees of County, and, thus, have no right to and shall not be provided with any County benefits.
- 9. **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.
- 10. **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.

- 11. **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.
- 12. **Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 13. **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.
- 14. **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.
- 15. **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="text-align: center;">San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ John David Nielson San Juan County Clerk/Auditor Date: _____</p>	<p>GOULDINGS MONUMENT VALLEY ENTERPRISES, L.C.</p> <p>By: _____</p> <p>Date: _____</p>
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Clerk/Auditor
 John David Nielson
jdnielson@sanjuancounty.org

2020 General Election Results - November 3, 2020 – San Juan County

PRESIDENT OF THE UNITED STATES AND VICE PRESIDENT

Brock Pierce, Karla Ballard – Unaffiliated	16
Kanye West, Michelle Tidball – Unaffiliated	44
Joseph R Biden, Kamala D Harris – Democrat	3082
Don Blankenship, William Mohr – Constitution	27
Jo Jorgensen, Jeremy Cohen – Liberterian	99
Joe McHugh, Elizabeth Storm – Unaffiliated	19
Howie Hawkins, Angela Walker – Green	16
Gloria La Riva – Unaffiliated	5
Donald J Trump, Michael R Pence – Republican	3525
Write-In: Brian Carroll	1

U.S. HOUSE – DISTRICT #3

John Curtis – Republican	3521
Daniel Clyde Cummings – Constitution	206
Thomas G McNeill – United Utah	143
Devin D Thorpe – Democrat	2479
Write-In: Trey Robinson	3

GOVERNOR AND LIEUTENANT GOVERNOR

Chris Peterson, Karina Brown – Democrat	2617
Greg Duerden, Wayne Hill – Independent American	133
Spencer J Cox, Deidre M Henderson – Republican	3468
Daniel Rhead Cottom, Barry Evan Short – Liberterian	256
Write-In: Madeline Kazantzis, Ed Kennedy	61
Write-In: Kristena M Conlin	7



Clerk/Auditor
 John David Nielson
jdnielson@sanjuancounty.org

ATTORNEY GENERAL

Rudy J Bautista – Liberterian	480
Greg Skordas – Democrat	2652
Sean D Reyes – Republican	3353

STATE AUDITOR

John ‘Frugal’ Dougall – Republican	3853
Jeffrey L Ostler – Constitution	1107
Brian L Fabbi – United Utah	631

STATE TREASURER

Richard Proctor – Constitution	1004
David Damschen – Republican	3811
Joseph Speciale – Liberterian	875

STATE SENATE – DISTRICT #27

David Parley Hinkins – Republican	4826
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STATE HOUSE – DISTRICT #73

Phil Lyman – Republican	4883
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COUNTY COMMISSION DISTRICT #1

Bruce Adams – Republican	1851
Monette Tangren Clark – United Utah	481

COUNTY ASSESSOR

Rick D Meyer	5103
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COUNTY RECORDER

Cindi Holyoak	4975
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Clerk/Auditor
John David Nielson
jdnielson@sanjuancounty.org

COUNTY SURVEYOR

Kent 'Sam' Cantrell	4991
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COUNTY TREASURER

Glenis B Pearson	5040
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SCHOOL BOARD #1

Lori Maughan	1150
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SCHOOL BOARD #2

Merri Shumway	652
Write-In: Bret Allen Hosler	519

SCHOOL BOARD #3

Steven C Black	949
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PROPOSITION #11

Yes	118
No	24

JUDICIAL RETENTION

JUSTICE OF THE SUPREME COURT – JOHN A. PEARCE

Yes	3983
No	1423

JUDGE OF THE COURT OF APPEALS OF UTAH – DAVID N. MORTENSEN

Yes	3876
No	1457

JUDGE OF THE COURT OF APPEALS OF UTAH – DIANA HAGEN

Yes	3963
No	1352



Clerk/Auditor
 John David Nielson
[jdnilson@sanjuancounty.org](mailto:jdnielson@sanjuancounty.org)

JUDGE OF THE COURT OF APPEALS OF UTAH – GREGORY KEITH ORME

Yes	3797
No	1485

JUDGE OF THE COURT OF APPEALS OF UTAH – JILL M. POHLMAN

Yes	3864
No	1422

JUDGE OF THE COURT OF APPEALS OF UTAH – MICHELE M. CHRISTIANSEN FOSTER

Yes	3892
No	1384

JUDGE OF THE COURT OF APPEALS OF UTAH – RYAN M. HARRIS

Yes	3784
No	1477

JUDGE OF THE JUVENILE COURT OF THE SEVENTH JUVENILE COURT DISTRICT – CRAIG M. BUNNELL

Yes	3921
No	1411

JUDGE OF THE JUVENILE COURT OF THE SEVENTH JUVENILE COURT DISTRICT – MARY L. MANLEY

Yes	3996
No	1492

**PROPOSED CONSTITUTIONAL AMENDMENTS
 AMENDEMENT A**

For	2821
Against	3395

AMENDMENT B

For	4441
Against	1588



Clerk/Auditor
John David Nielson
jdnielson@sanjuancounty.org

AMENDMENT C

For	4009
Against	2073

AMENDMENT D

For	3335
Against	2603

AMENDMENT E

For	5091
Against	1133

AMENDMENT F

For	3524
Against	2342

AMENDMENT G

For	3692
Against	2457



Clerk/Auditor
John David Nielson
jdnielson@sanjuancounty.org

TURNOUT
****See Attachment**

Rejected Ballots

No Signature	20
Mismatch Signature	36
Returned Late	10
Other	39
Provisional	57

Certification:

The Board of Canvassers has reviewed the Official Canvas Report and certifies that the election information contained in it is accurate.

X

Kenneth Maryboy
Commission Chair

X

Willie Grayeyes
Commission Vice Chair

X

Bruce Adams
Commissioner

General Election
2020
Canvass

Precincts	1	2GD	2	2MC	3	4	4BD	5	5BD	6	6BD	7BD	7BD2	8	8BD	8BF	9	10	10BF	10BF ¹ BSA	11	11BF	12	12BD	Totals		
Countywide	322	1	492	1030	1426	222	0	7	609	85	9	474	29	847	0	1	60	164	19	160	1345	2	19	467	7790		
Voting	288	1	460	966	1255	212	0	8	544	73	8	441	25	717	0	0	36	141	16	148	1168	1	18	395	6921		
PRESIDENT OF THE UNITED STATES & VICE PRESIDENT																											
Brock Pierce, Karla Ballard	1	0	0	0	4	0	0	0	0	0	0	0	0	4	0	0	0	1	0	0	4	0	0	2	16		
Kanye West, Michelle Tidball	0	0	1	4	14	0	0	0	4	0	0	1	1	3	0	0	0	0	0	15	0	0	0	1	44		
Joseph R Biden, Kamala D Harris	82	0	126	15	876	17	0	0	85	12	2	76	6	408	0	0	35	119	14	124	860	1	4	77	2939		
Don Blankenship, William Mohr	1	0	0	2	2	0	0	0	1	0	0	5	0	6	0	0	0	0	0	0	7	0	0	3	27		
Jo Jorgensen, Jeremy Cohen	10	0	9	16	6	4	0	0	18	0	0	4	0	7	0	0	0	1	0	2	10	0	0	12	99		
Joe McHugh, Elizabeth Storm	0	0	0	3	8	0	0	0	1	0	0	3	0	1	0	0	0	0	0	0	2	0	0	1	19		
Howie Hawkins, Angela Walker	1	0	1	0	3	0	0	0	5	0	0	2	0	0	0	0	0	0	0	0	4	0	0	0	16		
Gloria La Riva	0	0	0	1	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	5		
Donald J Trump, Michael R Pence	193	1	317	764	332	187	0	8	426	59	6	4	18	277	0	0	15	2	19	248	0	14	295	3185			
Write-in	0	0	4	8	4	3	0	0	0	0	0	2	0	3	0	0	0	0	0	0	2	0	0	1	27		
U.S. HOUSE - DISTRICT 3																											
John Curtis	191	1	294	751	352	184	0	8	409	59	5	336	19	293	0	0	5	21	2	35	241	0	14	301	3521		
Daniel Clyde Cummings	6	0	17	26	31	4	0	0	24	0	2	12	0	22	0	0	2	4	0	1	46	0	0	8	205		
Thomas G McNeill	9	0	10	14	31	0	0	0	11	0	0	6	0	14	0	0	1	3	0	1	33	0	0	10	143		
Devin D Thorpe	66	0	107	106	714	13	0	0	64	0	0	56	4	308	0	0	18	96	13	99	744	1	3	59	2471		
Write-in	0	0	1	3	2	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	1	0	0	1	11		
GOVERNOR & LIEUTENANT GOVERNOR																											
Chris Peterson, Karina Brown	67	0	118	106	745	16	0	0	71	10	0	64	5	330	0	0	23	100	13	114	773	1	3	58	2617		
Greg Duerden, Wayne Hill	6	0	6	13	24	2	0	0	6	0	1	16	0	17	0	0	0	4	1	1	28	0	0	8	133		
Spencer J Cox, Deidre M Henderson	174	1	264	760	369	174	0	7	386	55	7	317	17	293	0	0	9	25	2	27	276	0	12	293	3468		
Daniel Rhead Cottam, Barry Evan Short	14	0	33	27	27	10	0	0	35	4	0	16	1	23	0	0	1	1	0	1	42	0	3	18	256		
Write-in	16	0	16	21	7	1	0	0	21	0	0	8	0	6	0	0	0	0	0	0	0	0	0	4	100		
ATTORNEY GENERAL																											
Rudy J Bautista	21	0	37	51	80	14	0	0	53	7	0	34	0	36	0	0	7	6	0	3	106	0	1	24	480		
Greg Skordas	70	0	131	161	727	18	0	0	83	11	0	71	6	331	0	0	17	98	13	113	738	1	3	60	2652		
Sean D Reyes	189	1	272	702	351	166	8	8	363	51	7	323	16	282	0	0	9	25	3	27	249	0	14	295	3353		
STATE AUDITOR																											
John 'Frugal' Dougall	194	1	297	744	463	179	0	8	423	61	8	325	17	344	0	0	11	33	4	32	383	0	13	313	3853		
Jeffrey L Ostler	25	0	29	73	315	8	0	0	37	4	0	36	3	152	0	0	3	44	2	14	326	1	5	30	1107		
Brian L Fabbri	36	0	59	49	130	6	0	0	34	4	0	24	2	49	0	0	10	13	4	31	161	0	0	19	631		

STATE TREASURER																									
Richard Proctor	19	0	35	66	269	16	0	0	42	4	2	25	1	144	0	0	4	26	2	6	313	0	2	28	1004
David Damschen	204	1	283	745	469	176	0	8	413	59	6	334	17	317	0	0	11	39	5	45	354	1	15	309	3811
Joseph Speciale	32	0	48	58	218	11	0	0	37	6	0	33	4	90	0	0	10	32	1	30	233	0	1	31	875
STATE SENATE - DISTRICT 27																									
David Parley Hinkins	215	1	321	784	729	186	0	8	450	67	6	362	19	466	0	0	22	69	5	43	714	0	18	341	4826
STATE HOUSE - DISTRICT 73																									
Phil Lyman	213	1	318	765	753	198	0	8	472	65	7	366	20	497	0	0	18	74	4	33	722	0	18	331	4883
COUNTY COMMISSIONER #1																									
Bruce Adams	192	1	291	782		184	0	6	395																1851
Monette Tangren Clark	79	0	138	141		19	0	0	104																481
COUNTY ASSESSOR																									
Rick D Meyer	222	1	348	828	756	189	0	8	480	65	7	391	21	507	0	0	29	82	7	61	717	1	17	366	5103
COUNTY RECORDER																									
Cindi Holyoak	232	1	331	813	744	191	0	8	472	67	8	372	20	482	0	0	22	71	6	61	703	0	17	354	4975
COUNTY SURVEYOR																									
Kent "Sam" Cantrell	225	1	344	831	727	195	0	8	469	67	8	378	20	476	0	0	23	73	7	81	688	1	17	352	4991
COUNTY TREASURER																									
Glenis B Pearson	228	1	349	851	738	193	0	7	467	68	7	383	20	486	0	0	25	72	6	61	706	0	17	355	5040
SCHOOL BOARD - DISTRICT #1																									
Lori Maughan		1	332	818				0																	1151
SCHOOL BOARD - DISTRICT #2																									
Merri Shumway						116	0	4	247	34	8	224	19												652
Write-in						72	0	2	249	36	0	173	3												535
SCHOOL BOARD - DISTRICT #3																									
Steven C Black														543	0		27						18	361	949
PROPOSITION #11																									
Yes																									118
No																									24

JUDICIAL RETENTION - SUPREME COURT OF UTAH

JOHN A PEARCE

Yes	183	1	266	627	656	134	0	7	316	49	2	263	12	380	0	0	15	61	9	54	655	0	11	282	3983
No	41	0	77	126	311	36	0	0	116	15	2	95	7	154	0	0	12	36	1	38	294	0	6	56	1423

JUDICIAL RETENTION - COURT OF APPEALS OF UTAH

DAVID N MORTENSEN

Yes	181	1	259	616	641	131	0	7	295	49	2	256	12	376	0	0	16	61	9	49	627	0	10	278	3876
No	41	0	70	137	317	37	0	0	131	15	2	98	7	149	0	0	11	35	1	36	309	0	7	54	1457

DIANA HAGEN

Yes	182	1	274	618	671	131	0	7	309	47	1	274	9	367	0	0	14	59	9	60	641	0	10	279	3963
No	43	0	60	127	278	39	0	0	120	15	2	83	10	153	0	0	13	35	2	25	285	0	7	55	1352

GREGORY KEITH ORME

Yes	174	1	261	603	604	124	0	6	304	47	0	264	12	356	0	0	17	60	6	51	618	0	8	281	3797
No	49	0	70	136	339	45	0	1	124	16	3	93	7	160	0	0	11	33	4	32	301	0	9	52	1485

JULL M POHLMAN

Yes	184	1	272	610	639	128	0	7	306	46	0	263	12	355	0	0	16	48	9	58	621	0	9	280	3864
No	41	0	58	131	305	38	0	0	120	17	2	91	7	164	0	0	11	44	2	27	302	0	8	54	1422

MICHELE M CHRISTIANSEN FORSTER

Yes	182	1	269	613	649	132	0	6	311	45	0	264	12	363	0	0	16	54	9	56	622	0	10	278	3892
No	43	0	58	127	292	37	0	1	117	17	2	90	6	158	0	0	10	39	2	29	294	0	7	55	1384

RYAN M HARRIS

Yes	172	1	254	600	616	127	0	7	301	48	0	260	12	360	0	0	15	58	8	44	618	0	10	273	3784
No	51	0	75	143	319	40	0	0	124	18	2	92	7	158	0	0	12	36	3	38	293	0	6	63	1480

SEVENTH JUVENILE COURT DISTRICT

CRAG M BUNNELL

Yes	182	1	273	634	636	142	0	8	311	46	0	270	12	356	0	0	19	54	8	48	621	0	10	290	3921
No	45	0	61	127	307	31	0	0	124	17	2	90	7	162	0	0	8	41	3	34	296	0	7	49	1411

MARY L MANLEY

Yes	179	1	264	620	684	146	0	7	306	45	1	275	10	384	0	0	17	59	9	66	658	0	10	255	3996
No	53	0	89	177	268	35	0	1	145	18	1	101	9	156	0	0	11	35	3	28	269	0	6	87	1492

PROPOSED CONSTITUTIONAL AMENDMENTS

Constitutional Amendment A

For	125	0	198	362	554	63	0	0	185	22	2	146	12	271	0	0	22	56	13	117	524	0	4	145	2821
Against	158	1	227	543	507	141	0	8	312	48	5	255	10	336	0	0	11	51	3	22	510	0	14	233	3395

Constitutional Amendment B

For	192	1	296	667	776	145	0	6	329	49	6	270	17	425	0	0	26	68	13	106	762	0	9	278	4441
Against	79	0	108	203	262	55	0	2	156	16	1	121	4	166	0	0	3	36	2	20	254	0	9	91	1588

Constitutional Amendment C

For	178	1	267	605	720	116	0	7	298	37	6	260	15	358	0	0	24	61	11	125	655	0	10	255	4009
Against	94	0	145	273	326	83	0	1	192	26	1	129	6	239	0	0	8	39	5	14	365	0	8	119	2073

Constitutional Amendment D

For	116	0	199	505	626	79	0	2	249	21	4	205	13	324	0	0	18	62	9	76	608	0	4	215	3335
Against	146	1	197	344	410	119	0	6	222	42	2	183	6	263	0	0	12	36	5	53	395	0	14	147	2603

Constitutional Amendment E

For	210	1	329	737	914	174	0	7	419	58	7	328	18	517	0	0	28	85	9	73	847	0	12	318	5091
Against	56	0	93	164	179	26	0	1	73	11	0	78	2	103	0	0	4	20	6	59	193	0	5	60	1133

Constitutional Amendment F

For	150	1	232	508	633	93	0	3	283	44	3	225	10	341	0	0	16	56	10	93	586	0	7	230	3524
Against	105	0	155	328	383	102	0	4	182	19	2	152	9	248	0	0	12	43	4	33	416	0	11	134	2342

Constitutional Amendment G

For	135	1	184	467	808	69	0	3	192	30	2	203	10	386	0	0	24	79	10	87	813	0	5	184	3692
Against	132	0	235	409	263	131	0	4	299	37	4	203	11	227	0	0	9	22	6	49	216	0	13	187	2457