



BOARD OF COMMISSIONERS MEETING

Electronic Meeting

September 15, 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 google meet link: meet.google.com/puu-ztwy-xpn or by phone at (US) +1 219-803-8848 PIN: 821 388 558#. There will be a 3-minute time limit for each person wishing to comment. If you exceed that three minute time limit the meeting controller will mute your line. Interruptions to the meeting could result in you being removed from the virtual meeting.

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 Registers
- [2.](#) 09-01-2020 Meeting Minutes
- [3.](#) Planning Commission Appointments for Cody Nielson for Blanding and John Johnston for La Sal
- [4.](#) Consideration of an Aging Contract For RN Services, Tammy Gallegos, Aging Services Director
- [5.](#) Consideration of a Legal Services Aging Contract, Tammy Gallegos, Aging Services Director

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

- [6.](#) Beer Tax Funds Fiscal Year 2020 Annual Report, John David Nielson, Clerk Auditor

- [7.](#) Discussion and Consideration of the 2nd round of CARES ACT Fund Distribution, Mack McDonald, Chief Administrative Officer
- [8.](#) Consideration of a Utah Commission on Aging Letter of Support, Tammy Gallegos, Aging Services Director

BUSINESS/ACTION

- [9.](#) Consideration of the Decker Crossing Agreement with Two Swipe Cattle Company, TJ Adair, Road Department Director
- [10.](#) Consideration of an Outreach Education Agreement between San Juan Public Health Department and the University of Utah for poison control education. Kirk Bengé, Public Health Director
- [11.](#) Consideration of a Coronavirus Prevention Messaging Grant Contract for Fiscal Year 2021 with San Juan Public Health and the State of Utah Department of Heritage & Arts, Kirk Bengé, Public Health Director
- [12.](#) Purchase Order authorizing the Chamber Remodel by HKConsulting under State Contract #MA2641 Job Order Contracting For Construction Services using Cares Act Funding, Mack McDonald, Chief Administrative Officer
- [13.](#) Consideration of a contract for Ordinance Recodification Cost Proposal and Contract with American Legal Publishing Corporation using CARES ACT Funds, Mack McDonald, Chief Administrative Officer
- [14.](#) Consideration of a Lease Agreement with the Town of Bluff for the Lease of 2,275 Square Feet within the Bluff Community Center for Senior Services located at 190 North 3rd East. Mack McDonald, Chief Administrative Officer
- [15.](#) Consideration of an Agreement with AJC Architects to perform a Feasibility Study for the Public Safety Building using CARES ACT FUNDS, Mack McDonald, Chief Administrative Officer
- [16.](#) Consideration of a Memorandum of Understanding between San Juan County and Public Land Managers for the San Juan Strong Recreate Responsibly Campaign using CARES ACT Funds, Natalie Randall, Economic Development Director

BOARD OF EQUALIZATION

- [17.](#) Recommended Board of Equalization Adjustments, Greg Adams, County Assessor

COMMISSION REPORTS

ADJOURNMENT

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

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

**San Juan County
Disbursement Listing
General Fund Checking - Zions 566101143 - 08/26/2020 to 09/01/2020**

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
4 Corners Electric	115422	09/01/2020	\$868.90			Purchasing
Action Air Inc	115423	09/01/2020	\$135.00			Purchasing
Adams, Bruce	115424	09/01/2020	\$894.00			Purchasing
Allstate Insurance	115425	09/01/2020	\$2,331.35			Purchasing
AXA Equitable Equi-vest	115426	09/01/2020	\$494.00			Purchasing
Bastian, Brittney	115427	09/01/2020	\$14.00			Purchasing
Blanding City	115428	09/01/2020	\$2,135.24			Purchasing
Blue Mountain Foods	115429	09/01/2020	\$233.47			Purchasing
Bluff Library Petty Cash	115430	09/01/2020	\$27.28			Purchasing
Bound Tree Medical LCC	115431	09/01/2020	\$182.99			Purchasing
Bowring, Easton	115432	09/01/2020	\$760.38			Purchasing
Brantley Distributing LLC.	115433	09/01/2020	\$377.75			Purchasing
Carson, Kathy	115434	09/01/2020	\$150.00			Purchasing
Child Support Services	115435	09/01/2020	\$3,555.90			Purchasing
Cintas Corporation #108	115436	09/01/2020	\$72.34			Purchasing
Crofts, Zeb	115437	09/01/2020	\$2,000.00			Purchasing
Department of Health	115438	09/01/2020	\$202.95			Purchasing
Discovery Polygraph Services	115439	09/01/2020	\$150.00			Purchasing
Earthgrains / Sara Lee Bakery	115440	09/01/2020	\$56.00			Purchasing
Fastenal Company	115441	09/01/2020	\$313.35			Purchasing
Forsythe Fire LLC	115442	09/01/2020	\$1,177.05			Purchasing
Four States Tire & Service	115443	09/01/2020	\$2,485.98			Purchasing
Frontier	115444	09/01/2020	\$2,704.77			Purchasing
Grainger	115445	09/01/2020	\$340.33			Purchasing
Grand County	115446	09/01/2020	\$378.00			Purchasing
Holiday, Carl	115447	09/01/2020	\$2,500.00			Purchasing
HorsePower	115448	09/01/2020	\$21,500.00			Purchasing
Illuminated Moments	115449	09/01/2020	\$500.00			Purchasing
McNeely, Jerry	115450	09/01/2020	\$1,200.00			Purchasing
Mexican Hat Special Serv Dist.	115451	09/01/2020	\$500.00			Purchasing
Monticello Home & Auto Supply	115452	09/01/2020	\$142.98			Purchasing
Monticello Mercantile	115453	09/01/2020	\$71.70			Purchasing
Morgan, Happy	115454	09/01/2020	\$10,500.00			Purchasing
Motor Parts	115455	09/01/2020	\$518.95			Purchasing
Mountainland Supply Co	115456	09/01/2020	\$283.51			Purchasing
National Benefit Services LLC	115457	09/01/2020	\$2,975.16			Purchasing
Navajo Tribal Utility Authority	115458	09/01/2020	\$202.34			Purchasing
New Technology Solutions	115459	09/01/2020	\$7.50			Purchasing
NexVortex Inc	115460	09/01/2020	\$855.58			Purchasing
Nicholas & Company	115461	09/01/2020	\$2,750.15			Purchasing
Packard Wholesale Co.	115462	09/01/2020	\$2,316.76			Purchasing
Pick-A-Stitch	115463	09/01/2020	\$340.00			Purchasing
Public Employees Heath Program	115464	09/01/2020	\$33.25			Purchasing
Quill Corporation	115465	09/01/2020	\$47.39			Purchasing
Rarick, Randy	115466	09/01/2020	\$65.82			Purchasing
Redd's Ace Hardware	115467	09/01/2020	\$64.08			Purchasing
Roughrock Aviation LLC	115468	09/01/2020	\$6,500.00			Purchasing
Suttlemyre, Gary	115469	09/01/2020	\$25.30			Purchasing
Thayn, Elise	115470	09/01/2020	\$1,872.75			Purchasing
Tiefenbach North America LLC	115471	09/01/2020	\$120.59			Purchasing
Utah Retirement Systems	115472	09/01/2020	\$2,502.44			Purchasing
Verizon Wireless	115473	09/01/2020	\$2,295.01			Purchasing
Wheeler Machinery Company	115474	09/01/2020	\$207.60			Purchasing
Zoll Medical Corporation	115475	09/01/2020	\$863.64			Purchasing
MetLife Group Benefits	115476	09/01/2020	\$8,597.20			Purchasing
Abajo Haven LLC	115477	09/01/2020	\$1,000.00			Purchasing
Anasazi Pottery	115478	09/01/2020	\$500.00			Purchasing
Bluff Dwellings Resort	115479	09/01/2020	\$10,000.00			Purchasing
Brandt Services	115480	09/01/2020	\$1,000.00			Purchasing
Cedars Rentals LLC	115481	09/01/2020	\$500.00			Purchasing
Comb Ridge Eat & Drink	115482	09/01/2020	\$5,000.00			Purchasing
DP Catering	115483	09/01/2020	\$1,000.00			Purchasing
Flytz Gymnastics	115484	09/01/2020	\$500.00			Purchasing
Four Corners Adventures	115485	09/01/2020	\$6,000.00			Purchasing
Goulding's Lodge And Tour	115486	09/01/2020	\$10,000.00			Purchasing
Inn at the Canyons	115487	09/01/2020	\$10,000.00			Purchasing
Jackalope Trading Company LLC	115488	09/01/2020	\$1,500.00			Purchasing

**San Juan County
Disbursement Listing**

Item 1.

General Fund Checking - Zions 566101143 - 08/26/2020 to 09/01/2020

<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>
Little Learners of Monticello	115489	09/01/2020	\$1,000.00			Purchasing
Majestic Monument Valley Touring Co	115490	09/01/2020	\$1,000.00			Purchasing
Maryboy LLC	115491	09/01/2020	\$1,500.00			Purchasing
Mission Discovery School	115492	09/01/2020	\$500.00			Purchasing
Roughlock Resort	115493	09/01/2020	\$2,000.00			Purchasing
S&S Fusion Inc	115494	09/01/2020	\$500.00			Purchasing
San Juan Inn & Trading Post	115495	09/01/2020	\$4,000.00			Purchasing
Stuckey & Stuckey Ventures LLC	115496	09/01/2020	\$1,500.00			Purchasing
SJC Landfill Operations	EFT	08/27/2020	\$59.84			Purchasing
Utah Retirement Systems	EFT	08/31/2020	\$124,239.71			Payroll
			<u>\$275,700.28</u>		<u>\$0.00</u>	

**San Juan County Commission Meeting
September 1, 2020
Agenda
11:00 A.M. - Electronic Meeting**

Present: Kenneth Maryboy - Commission Chair (via Google Hangouts)
Willie Grayeyes - Commission Vice Chair (via Google Hangouts)
Bruce Adams - Commissioner
Mack McDonald - Administrator
John David Nielson - Clerk

Attendees (via Google Hangouts): Walter Bird, Kirk Benge, Tammy Gallegos, Nick Sandberg

1. Invocation
2. **Public Comment - Public comments will be accepted through the following google meet link. meet.google.com/rzd-wjrs-fah or by phone 1 956-704-1089 (PIN:238620058). There will be a three minute time limit for each person wishing to comment. If you exceed the three minute time limit the meeting controller will mute your line.**

Mack read the agenda into the record. A motion to approve the agenda was made by Commissioner Grayeyes and 2nd by Commissioner Adams. Voting in favor was unanimous.

Public Comments -

Ann Leppanen - Ann stated that the proposed range improvement plans would affect an aquaphor that supports Bluff and a large geographic area. She asked the commission to defer sending letters of support for the range improvement plans until more information could be gathered.

Larry Edwards - Larry asked the commission to exercise prudence when considering planning in Spanish Valley and working with SITLA.

3. **Consent Agenda (Routine Matters) - Mack McDonald, SJC Administrator**
 - a. Meeting Minutes
 - b. Check Registers
 - c. Small Purchase of HVAC system in the Public Safety Building
 - d. Contract Amendment to the FY2016 Minimum Performance Standards - San Juan County Amendment 5

Mack reviewed the consent agenda. He explained that a new HVAC unit, costing \$3,000, needed to be purchased to help cool IT equipment in the public safety building. Mack also explained a contract amendment between the SJC Public Health and the State Department of Health which would increase the contract amount to \$354,344. A motion to accept the consent agenda was made by Commissioner Grayeyes and 2nd by Commissioner Adams. Voting in favor was unanimous.

4. Recognitions, Presentations and Informational Items

- a. Support Letter for Cultural Work on the Canyon Rims Travel Management Plan - Nick Sandberg, SJC Planning

Nick talked about the Canyon Rims area and explained that archeological surveys are being performed by the BLM to determine if culturally sensitive and historical sites would be affected by route designation in the travel management plan. He informed the commission of results of the survey studies performed by the BLM and requested that the commission, as a consulting party, approve a letter of support of the studies performed by the BLM. A motion to discuss was made by Commissioner Adams and 2nd by Commissioner Grayeyes. Voting in favor was unanimous.

Commissioner Grayeyes asked if any excavation work was done during the surveys and if native american tribes were consulted in the process. Nick explained that no excavation work was done and that native american tribes had been consulted, but that the county didn't know what the responses of other respondents. A motion was made by Commissioner Adams to approve the letter. Commissioner Grayeyes worried that some cultural issues were not being addressed. Commissioner Adams stated and Nick agreed that the surveys and work being done were above ground and mitigating effects on cultural resources around road surfaces. After some discussion, Mack McDonald reviewed the letter of support with the commission. He also explained that the county could respond with comments to future processes by the BLM on the Travel Management Plan. Commissioner Grayeyes 2nd the motion. Voting in favor were Commissioners Grayeyes and Adams. Voting against the motion was Commissioner Maryboy.

- b. Support Letter for Range Improvement Project #RIP 851 (Tank Bench Mesa Water Well and Pipeline) - Nick Sandberg, SJC Planning

Nick briefed the commissioners on a project on Tank Bench Mesa to put in a water well, solar pump proposal and two stock water troughs. Nick explained that the grazing permittee had submitted an application for the project to the SITLA to help with the grazing operation. Nick explained that SITLA asked the county for any comments on the project. Commissioner Grayeyes made a motion to table the letter of support based on the request made by the Mayor of Bluff. Commissioner Adams made a substitute motion to approve the letter of support because the amount of water that would be used would be minimal. The substitute motion died for lack of a second.

Ann Leppanen stated that the Town of Bluff would like a chance to discuss the proposed RIPs since two of the projects fall within Bluff town boundaries. Commissioner Maryboy 2nd the motion made by Commissioner Grayeyes to table the letter of support. Voting in favor of tabling the letter were Commissioners Maryboy and Grayeyes. Voting against the tabling motion was Commissioner Adams.

- c. Support Letter for Range Improvement Project #RIP 780-A (East League Horn Pasture Water Well System 11) - Nick Sandberg, SJC Planning

A motion to approve the letter of support was made by Commissioner Adams. Commissioner Grayeyes 2nd the motion, but questioned the location of the proposed water system. Nick explained that the location was Northeast of the Town of Bluff. A motion to table the item was made by Commissioner Grayeyes. Commissioner Maryboy seconded the motion. Voting in favor of tabling the letter of support were Commissioners Maryboy and Grayeyes. Voting against tabling the letter of support was Commissioner Adams.

- d. Support Letter for Range Improvement Project #RIP 848 (Southeastern Upland Game Guzzler Phase II) - Nick Sandberg, SJC Planning

A motion to approve the letter of support was made by Commissioner Grayeyes and 2nd by Commissioner Adams. Voting in favor was unanimous.

5. Business/Action

- a. Consideration of an agreement with the San Juan County Public Health Department and the State of Utah Health Department for Payroll Protection Healthcare Enhancement Act 2020 - Kirk Bengé, SJC Public Health Director

Kirk explained that the State took the contract back to address a couple of issues in the contract. Kirk also explained that the contract would help contracted employees affected by COVID-19 as well as help Public Health hire additional staff as needed. He suggested that the agreement be tabled. A motion to table the agreement was made by Commissioner Grayeyes and 2nd by Commissioner Adams. Voting in favor was unanimous.

- b. Consideration and approval of an Emergency Management Planning Grant - Tammy Gallegos, SJC Emergency Manager

Tammy stated that the proposed grant pays her and staffs' wages and funds the Emergency Management program within the county. Tammy also explained that the county matches the grant amount and provides 50% of the funds used to run the program. A motion to approve the grant was made by Commissioner Grayeyes and 2nd by Commissioner Maryboy. Voting in favor was unanimous.

- c. Declaration Declaring the Existence of a Drought Emergency in San Juan County, Utah pursuant to U.C.A. 17-8-7 - Tammy Gallegos, SJC Emergency Manager

Tammy presented a declaration of drought within San Juan County. She explained that the declaration would allow affected farmers and ranchers to seek funding for their operations from USDA. A motion to approve the declaration of drought emergency was made by Commissioner Grayeyes and 2nd by Commissioner Adams. Voting in favor was unanimous.

- d. Consideration of an Ordinance Establishing the Administrative Hearing Program within San Juan County - Mack McDonald, SJC Administrator

Mack presented an ordinance which establishes an administrative hearing program in the county. He explained that a contract with the law judge who would be the hearing officer for the program was previously approved. Mack also explained that items eligible to be heard would fall

under building code, planning & zoning, animal control, county licensing, health & safety, termination appeals, and landfill sanitation violations. He explained that this ordinance would bring the county in compliance with state code. A motion to approve was made by Commissioner Grayeyes and 2nd by Commissioner Adams. Voting in favor was unanimous.

- e. Consideration of a contract for San Juan County Aged Tax Claim Agreement with Lisbon Valley Mining Co. LLC. - Mack McDonald, SJC Administrator

Mack presented for consideration a contract between San Juan County and Lisbon Valley Mining Co. He explained that LVMC has past due taxes and the contract sets forth terms for the taxes to be repaid once LVMC begins operations again in the 4th quarter of 2020. Mack stated that, with the restart of operations, LVMC would be hiring 50 employees initially and hopefully 95 by the end of 2020. The contract would also waive penalty, interest, and fees owed by LVMC in the amount of \$311,779.52 and also set up monthly payments on the past due taxes of \$24,277.81 for sixty months. The total amount to be paid would be \$1,456,686.39. The contract would also require that all future tax payments be made by March 31st of the following year after taxes are due. George, from LVMC, reiterated what Mack had explained. A motion to approve the agreement was made by Commissioner Adams and 2nd for discussion by Commissioner Grayeyes. Commissioner Grayeyes asked what the benefit would be to the county. Mack explained that benefits would be jobs added, receiving taxes that we are already owed, and recovery through bankruptcy court if the contract went into default. Voting in favor of approving the contract was unanimous.

- f. Approval of SITLA PC Zone Application and Preliminary Community Structure Plan as recommended by the Planning and Zoning Commission on June 11, 2020 - Walter Bird, SJC Planning and Zoning Director

A motion to go into a public comment period was made by Commissioner Adams and 2nd by Commissioner Grayeyes. Voting in favor was unanimous.

Public Comment:

Carolyn Dailey - Carolyn stated that according to the county attorney, approving SITLA's application would vest them to proceed with the development process in the PC Zone. She felt that this would encumber the county and only benefit SITLA. She also stated that she felt that the county attorney's opinion was incomplete. She then talked about the different phases of the development plan and encouraged the commission to reject SITLA's application.

Monette Clark - Monette Clark requested that the commission deny SITLA's application and asked SITLA to reduce the amount of acreage in the application to 3,000 acres. She expressed concern about the land southeast of Ken's Lake. She also suggested that at some point in the future, the county may want to change the zoning in Spanish Valley.

Sheila Canavan - Sheila said that the county attorney provided no legal support for his opinion and explained that the commission could not rely on the county attorney's legal opinion

Larry Edwards - Larry said that the county should not relinquish control over such a large area of land. He also talked about the issue of water and worried that there would be enough water to sustain development.

Marlene Huckabay - Marlene thanked the commissioners and urged them to think seriously about this decision.

Patrick Baril - Patrick felt that the Planning & Zoning have gone to great lengths to accommodate SITLA and asked the commission not to approve the application.

A motion to close the public comment was made by Commissioner Grayeyes and 2nd by Commissioner Adams. Voting in favor was unanimous.

Walter explained that the application was approved by the Planning & Zoning Commission, taken to the county commission in June where a legal review was requested and received. Walter also stated that SITLA provided additional maps for further clarification and has met all 6 requirements of the application process.

County Attorney Laws discussed how he came to the conclusion of the legal opinion stating that SITLA followed land use ordinance passed by the commission when submitting the current application. Attorney Laws also clarified that purposes of the legal opinion were found in the opinion itself.

Elise Erler, SITLA representative, explained to the commission that the development would still allow for a lot of open space. Elise also stated that there are multiple opportunities during the planning process for the community and commission to comment and voice concerns.

Mack McDondald also discussed SITLA's application, the county's ordinance regarding land use, and the phased process of development. There was further discussion over concerns of development, residents' concerns, and mitigating concerns.

Commissioner Maryboy called for a vote of accepting SITLA's application. Commissioner Adams voted in favor of accepting the application. Commissioner Grayeyes voted against accepting the application and Commissioner Maryboy abstained from voting constituting a denial of accepting SITLA's application.

6. Commission Report

Commissioner Adams - Commissioner Adams had nothing to report.

Commissioner Grayeyes - Commissioner Grayeyes reported that the Navajo Nation indicated that the number of COVID-19 cases are flattening out.

Commissioner Maryboy - Commissioner Maryboy reported that COVID-19 numbers are climbing again now that kids are going back to school

A motion to adjourn was made by Commissioner Grayeyes and 2nd by Commissioner Adams. Voting in favor was unanimous.



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

September 11, 2020

Commissioners,

In May of this year we advertised for vacancies for the Planning Commission or for seats that are expiring. We had no applicants for the Blanding or La Sal areas. We have been actively seeking volunteers from those areas. We have two candidates who we feel are qualified and meet the requirements of a Planning Commissioner.

I am recommending to you the following individuals to be appointed to the Planning Commission to represent those two areas whose terms will end in 4 years:

- Cody Nielson to represent Blanding
- John Johnston to represent La Sal

Respectfully,

Mack McDonald
Chief Administrative Officer

Letter of interest to be on the San Juan County planning and zoning board.**To whom it may concern:**

My name is Cody Nielson. I'm a lifelong resident of San Juan County. In some form I have been involved in building or engineering for the past 25 years. I started out in construction working in the family ready mix concrete business. After graduating from high school I moved to Utah County and as I went to school I worked in a cabinet shop, building wood shutters and installing drywall. When the time came to move home I worked for Yokham construction and then I got hired on with R B and G engineering and worked for them as a field inspector on the new fourth reservoir project in Blanding. After that I went to work for the state of Utah division of water resources and worked for them inspecting on the new berm and spillway project at Recapture Reservoir. Since then I have worked for Eagle Air Med overseeing their housing department for a few years but mostly I've been self-employed in the construction industry.

I have found that sitting on volunteer boards is both educational personally, and an opportunity to serve my community. I am currently a board member of the Blanding irrigation company. I am also a board member on the San Juan conservation district board. If I could serve on the planning and zoning board I think I could bring the skills that I have acquired over the past 25 years in the industry and I would be happy to also listen and help plan for the future of San Juan County.

Thanks Cody Nielson



COMMISSION STAFF REPORT

MEETING DATE: September 15, 2020
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Aging Contract For RN Services
RECOMMENDATION: Approval

SUMMARY

This is a contract to provide RN services to the Aging Waiver clients

HISTORY/PAST ACTION

Signed in the past.

FISCAL IMPACT

Up to \$20, 000 a year the funding comes from the State Aging Budget

**San Juan County
Independent Contractor Agreement**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01. This Agreement is entered into by and between the San Juan County (hereinafter “County”) and B.C.B.U., Inc. dba Rocky Mountain Home Care (hereinafter “Contractor”). This agreement will become effective on 9/15/2020 and will continue in effect until 9/30/2021.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. Contractor agrees to perform duties related to the San Juan County Aging Waiver Program by providing care plans and assessments assigned to them by the San Juan County Case Manager(s).

2.02. Contractor enters into this Agreement, and will remain throughout the term of this agreement as an independent contractor. Contractor is responsible for providing, at Contractor’s expense, any insurance necessary or required for Contractor to perform the services under this contract including but not limited to general liability, automobile, disability, unemployment, and worker’s compensation.

2.03. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by County to Contractor for services under this Agreement. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Contractor’s failure to comply with this provision.

2.04 Contractor may not subcontract any services to be provided under this Agreement without the express consent of the San Juan County Case Manager.

2.05 Contractor agrees that it will provide information for, submit to, and authorizes the County to conduct a background check prior to providing service under this Agreement. County may at its sole discretion, terminate this Agreement based on the results of the background check.

ARTICLE 3: COMPENSATION

3.01 As compensation for the services rendered by the Contractor under this Agreement, the County shall pay Contractor the rate of \$350.00 for every assessment/reassessment and care plan for in home clients in San Juan County with the exception of clients that live at Navajo Mountain the rate then will be \$400 per assessment/reassessment and care plan. For every 15 minute increment that does not deal

with an assessment but with care plan follow up there will be a rate of 5.21 per 15 minute for a total of \$20.84 an hour.

3.02 Contractor shall not be required to devote full time attention and energy to the performance of Contractor's services pursuant to this Agreement, and this Agreement does not restrict the Contractor from providing similar or other services to the County or others during the term of this Agreement.

3.03 Contractor shall submit to the County, by the 10th day of the month following the month in which services were provided, an itemized bill for services rendered. All billing for the previous year needs to be turned in by January 20th of the new year for payment.

ARTICLE 4: BUSINESS EXPENSES

4.01 It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business expenses. Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold the County harmless from claims made by any entity for payment for such expenses incurred.

ARTICLE 5: GENERAL PROVISIONS

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

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

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

5.04 Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release San Juan County, and all its agents and volunteers from and against any and all

loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the Contractor.

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

This Agreement is executed in the City of Monticello, County of San Juan State of Utah on this Date 9/9/2020.

County Administrator
San Juan County

Kevin Anderson 9/9/2020

Contractor
Kevin Anderson
Administrator



COMMISSION STAFF REPORT

MEETING DATE: September 15, 2020
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Legal Services Aging Contract
RECOMMENDATION: Approval

SUMMARY

This is a yearly contract with San Juan County and Utah Legal Services to provide services to the Seniors of San Juan county

HISTORY/PAST ACTION

We have entered this contract every year.

FISCAL IMPACT

1,440.00

FY 2021
CONTRACT FOR LEGAL SERVICES

SAN JUAN COUNTY AREA AGENCY ON AGING

This agreement is between the **San Juan County Area Agency on Aging**, herein referred to as **Contractor**, and **Utah Legal Services, Inc.**, herein referred to as **Provider**. This contract shall be effective as of July 1, 2020 and shall terminate on June 30, 2021, unless terminated sooner in accordance with the terms and conditions of this contract.

The purpose of this contract is the provision of legal education presentations and direct legal assistance to senior citizen residents of **San Juan County**, consistent with the requirements of the Older Americans Act, 42 USC §3001 et. seq. and the regulations promulgated there under, including 45 CFR §1321.71.

I. PAYMENT

1.1 Contractor shall pay Provider up to \$ 1,440.00 during the contract term for the services of Provider under this contract.

1.2 Contractor shall reimburse Provider the wages actually paid to advocates and support staff performing work under the contract as well as a proportionate share of personnel benefits; management and supervisory oversight; and non-personnel expenses associated with such performance and supervision, subject to the limitation contained in paragraph 1.1 above. Additionally, Contractor will also reimburse for a proportionate share of meeting time of Provider's staff doing work under this contract. These meetings are held infrequently to discuss delivery of services to these eligible clients. Time actually expended by advocates and support staff in performing outreach work, including preparation and travel and

travel related expenses, will be billed in the same manner as advice to and representation of individual clients.

II. ELIGIBILITY

2.1 All residents of **San Juan County** who are age 60 or older, are eligible for services hereunder, regardless of income and assets.

III. DESCRIPTION OF SERVICES

3.1 Provider shall conduct legal education presentations at Contractor sponsored sites on dates and times mutually agreeable to Contractor, or Contractor's designee, and Provider.

3.2 Provider shall furnish site managers and recipients of services with WATS line telephone number of Provider and inform them of services available.

3.3 Provider shall furnish necessary materials for preventative legal education presentations.

3.4 Provider shall provide legal advice, and brief representation to eligible clients in matters falling under the service priorities listed in Appendix I. To the extent practical, priority will be given to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, and neglect to individuals. Particular attention shall be given to the needs of low-income minority individuals, and individuals with "social or economic needs" (as defined in the Older Americans Act).

3.5 Provider shall refer eligible clients whose problems do not fall within priorities (or when funding is depleted) to appropriate available resources.

IV. RECORDS AND BILLING

4.1 Contractor shall pay all claims from Provider for services rendered hereunder, limited to the amount stated in paragraph 1.1. All claims shall be made by Provider quarterly with the final claim under this contract submitted no later than June 30, 2021.

4.2 Provider shall not bill this contract for services rendered to eligible clients who are otherwise eligible for Provider's general low-income legal services.

4.3 Provider shall record time spent on case handling of individual clients and make this record, absent personal identifying information, available to Contractor upon request. Additionally, Provider shall provide, along with the quarterly billing, a list of client matters worked on by Provider's staff during that quarter. This report will include client number, type of case, date case was opened, and date case was closed, if applicable.

4.4 Provider's invoice shall be based on the following categories:

a) hours worked by staff members on activities directly chargeable to this contract, billed at actual gross payroll cost (excluding employer taxes or benefits), b) management, supervision, support, and leave hours for each ULS pay period, charged to each funding source based on the ratio of that source's direct payroll to the ULS total direct payroll for that period, and c) benefits and operating expenses, charged to each funding source by removing those items directly chargeable to a specific source and distributing the remainder to each funding source based on the ratio of that source's payroll (a+b) to the ULS total payroll for the period. The rate used for

c) is reviewed at least semi-annually and adjusted if needed. Small amounts paid to outside service providers may be direct charged to the contract as a separate line with no administrative fees added; however, substantial use of third parties at the Contractor's request may result in additional administrative costs.

V. GENERAL PROVISIONS

It is mutually agreed that:

5.1 All information regarding recipients of services under this contract shall be confidential, except as needed by Contractor for audits or inspections. Publication of any information that would identify a particular recipient of services is prohibited.

5.2 Any funds remaining after final reimbursement and accounting shall be the sole property of the Contractor.

5.3 This agreement may be terminated upon thirty (30) days written notice by either party. This agreement may be altered, changed or redrafted by mutual agreement of Contractor and Provider, provided however, that alterations or changes are reduced to writing and signed by the respective parties.

5.4 Provider is an independent contractor and does not assume the rights, responsibilities or duties of an employee of Contractor. The Contractor has no responsibility for claims arising from the performance by Provider of the terms of this contract.

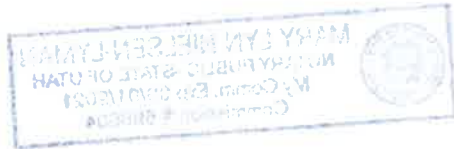
5.5 Provider and Contractor agree to abide by all federal statutes and regulations regarding the performance of this contract and, specifically, the terms and conditions provided in the Older Americans Act and regulations promulgated there under.

EXECUTION OF CONTRACT

FOR SAN JUAN COUNTY AREA AGENCY ON AGING:

I, Kenneth Maryboy, hereby declare to the undersigned authority that I am authorized to execute the foregoing contract on behalf of the San Juan County Area Agency on Aging, and that I do hereby execute the same.

Kenneth Maryboy
Commission Chair
San Juan County Commission



FOR UTAH LEGAL SERVICES, INC.

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Anne Milne, hereby declare to the undersigned authority that I am authorized to execute the foregoing contract on behalf of the Utah Legal Services, Inc. and that I do hereby execute the same.



ANNE MILNE
Executive Director

CORPORATE ACKNOWLEDGMENT

In the County of Salt Lake, State of Utah, on this 28 day of August, 2020, before me, the undersigned notary, personally appeared Anne Milne who is personally known to me to be the person who signed the preceding document in my presence and who swore or affirmed to me that she signed it voluntarily for its stated purpose.



NOTARY PUBLIC



Appendix I**San Juan County Area Agency on Aging****CASE SERVICE PRIORITIES
UTAH LEGAL SERVICES, INC.
FY 2021**

Case Service Priorities represent one of two criteria for accepting/rejecting particular client matters. The other criterion is legal merit. Advice, flyers and referral will be given wherever relevant.

To the extent practical, priority will be given to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, and neglect to individuals to whom representation is not otherwise available. Particular attention shall be given to the needs of low income minority individuals, and individuals with "social or economic needs" (as defined in the Older Americans Act). Case service priorities for the total hours of client representation and counseling provided under the contract shall be targeted as follows within the following legal categories:

CONSUMER: collections, repossessions, garnishments, credit access, contracts, warranties, unfair sales, loans, installments, and bankruptcy.

FAMILY: guardianship, conservatorship, custody, visitation rights, power of attorney, divorce, separation, and spouse abuse.

HEALTH: Medicare and Medicaid benefits, rights and payments, and physical disability.

HOUSING: subsidized housing, real property, landlord-tenant issues, tax abatement, and other public housing issues.

INCOME MAINTENANCE: Social Security, SSI, unemployment, veterans benefits, Food Stamps, Workers Compensation, AFDC and other welfare.

MISCELLANEOUS: wills, estates, immigration, and mental health.

NO FEE-GENERATING MATTERS WILL BE ACCEPTED FOR REPRESENTATION.

BEER TAX FUNDS Fiscal Year 2020 ANNUAL REPORT



State Fiscal Year 2020 ***Reporting Period: July 1, 2019 through June 30, 2020

Item 6.

Report due no later than **October 1** following each fiscal year. The Utah Substance Abuse Advisory Council may suspend future payments to an agency for not filing a completed report or failing to use the monies in compliance with §32B-2-403 and 404.

Name of Municipality: (Leave blank if County)	Name of County: (required)
<input type="text"/>	San Juan County
Name of Contact Person:	Title of Contact Person:
Jason Torgerson	Sheriff
Mailing Address: (street, city, zip code)	
297 South Main Street, Monticello, UT 84535	
Contact Person Phone Number:	Contact Person Email Address:
(435)587-2237	jtorgerson@sanjuancounty.org

SUMMARY of BEER TAX FUND Usage in FY 2020

1	Unspent Beer Tax Funds carried forward from prior year(s):	\$0.00												
2	Amount of State Fiscal Year 2020 Beer Tax Funds Distributed to your entity - <i>See FY 2020 Distribution tab below or visit: https://justice.utah.gov/usaav/</i>	\$33,124.44												
3	List each municipality where funds were defaulted to the County or other entity included in section (2) above (see FY 2020 Distribution for complete listing) Leave blank if you are a municipality who only reports for your entity:	Total amount available for expenditures during Fiscal Year 2020 (sections 1 and 2)												
		\$33,124.44												
4	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Beer Tax Funds SPENT in Fiscal Year 2020, ALLOWABLE USES BY CATEGORY</th> <th style="width: 40%;">Amounts Spent in Each Category</th> </tr> </thead> <tbody> <tr> <td>a. Evidence-based Alcohol-Related Prevention programs:</td> <td>a. \$0.00</td> </tr> <tr> <td>b. Treatment of Offenders with Alcohol Related Problems:</td> <td>b. \$0.00</td> </tr> <tr> <td>c. Alcohol-Related Law Enforcement:</td> <td>c. \$0.00</td> </tr> <tr> <td>d. Prosecution of Alcohol-Related Cases:</td> <td>d. \$0.00</td> </tr> <tr> <td>e. Confinement of Alcohol Law Offenders:</td> <td>e. \$33,124.44</td> </tr> </tbody> </table>	Beer Tax Funds SPENT in Fiscal Year 2020, ALLOWABLE USES BY CATEGORY	Amounts Spent in Each Category	a. Evidence-based Alcohol-Related Prevention programs:	a. \$0.00	b. Treatment of Offenders with Alcohol Related Problems:	b. \$0.00	c. Alcohol-Related Law Enforcement :	c. \$0.00	d. Prosecution of Alcohol-Related Cases:	d. \$0.00	e. Confinement of Alcohol Law Offenders:	e. \$33,124.44	
Beer Tax Funds SPENT in Fiscal Year 2020, ALLOWABLE USES BY CATEGORY	Amounts Spent in Each Category													
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d. Prosecution of Alcohol-Related Cases:	d. \$0.00													
e. Confinement of Alcohol Law Offenders:	e. \$33,124.44													
5	TOTAL FUNDS EXPENDED in State Fiscal Year 2020 (lines a through e):	\$33,124.44												
6	BALANCE of FUNDS CARRYING FORWARD to Next Fiscal Year (section 3 minus section 5):	\$0.00												
7	<p>PERFORMANCE INDICATORS (required): Provide a short description of how the funds assisted in your efforts to find a balanced approach to reducing the harmful effects of substance abuse, overconsumption of alcoholic products by adults, and alcohol consumption by minors (This only needs to be a sentence or two) *Note this is different than previous years.</p> <p>San Juan County used 100% of this money to cover confinement costs of alcohol and substance abuse offenders for State Fiscal Year 2020. San Juan County has numerous people arrested on alcohol/substance abuse offenses. Confinement keeps the individuals safe, keeps them from consuming more alcohol while intoxicated, and can be a deterrent to some individuals.</p>													

Chief Executive Officer Information (authorized representative)

Kenneth Maryboy	kmaryboy@sanjuancounty.org
CEO printed name	CEO email address
San Juan County Commissioner Chair	(435)587-3225
CEO title	CEO phone number

As Chief Executive Officer, I hereby attest the Beer Tax Funds received were used exclusively for programs and projects outlined in §32B-2-403 and 404, and were utilized to supplement any monies otherwise appropriated or available for local government's use for programs and projects described in §32B-2-403 and 404, and were not used to supplant existing funds.

CEO Signature (Commissioner, Council Member, County/City Manager, or Mayor)

Date

CEO MUST SIGN THE FORM OR IT WILL BE RETURNED

Please send completed reports to: Collett Litchard via email @ cclitchard@utah.gov (preferred method) or via US mail:

CCJJ – ATTN: Collett Litchard

Utah State Capitol Complex – Senate Building, Suite 330

PO Box 142330

Salt Lake City, UT 84114-2330

Telephone: (801) 538-1062

Fax: 801-538-1024



SAN JUAN COUNTY COMMISSION

Item 7.

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

FY 2020 CARES ACT FUND PROPOSED DISTRIBUTION (2nd Round)

Economic Development/Tourism	\$60,000	Tourism Signage and What Not To Do, Joint Effort with Public Land Managers (Permit Fee Waiver), and virtual visual guide
Public Lands Trails	\$20,000	Backlog of trail maintenance
Artisan Guild	\$100,000	
Business Grant	\$150,000	Cares Grant
Communications/Building Preparedness	\$30,173	
Sheriff Feasibility	\$22,500	
Ambulance Cares and Communication	\$50,000	
Goulding's Public Use Pump	\$100,000	
Total:	\$532,673	
Reserves	\$200,000	



COMMISSION STAFF REPORT

MEETING DATE: September 15, 2020
SUBMITTED BY: Tammy Gallegos, Aging Director
TITLE: Utah Commission on Aging Letter of Support
RECOMMENDATION: Approval

SUMMARY

The Utah Commission on Aging is an Interim Committee with the Department of Health and Human Services. The Committee is asking to be re-authorized. This committee has helped the Area Agencies on Aging across this state with strategic efforts and policy. Requesting that we sign a letter of support for the Commission on Aging

HISTORY/PAST ACTION

Signed letter of support requesting re-authorization in 2016

FISCAL IMPACT

No fiscal impact



Health and Human Services Interim Committee

September 16, 2020

RE: Sunset Review/Request for Reauthorization of the Utah Commission on Aging

Dear Committee Members:

The undersigned parties represent individuals and organizations with a common interest in addressing the current and future needs of our aging population and their impact on our families, communities, and state. We are committed to the collaborative and strategic efforts of the Commission in providing insights, research, solutions, public policy recommendations, and educational efforts that help agencies and individuals navigate the challenges and opportunities of aging. The major issues and concerns that exist today for Utah's older adults are amplified in our COVID-19 environment. The work of the Commission on Aging has never been more relevant and essential.

We are united in *respectfully requesting that you VOTE TO REAUTHORIZE the Utah Commission on Aging.*

For your consideration:

- The Commission continues to meet and exceed its statutory requirements in serving the public interest.
- The purposes for which the Commission was created are still relevant and increasingly vital.
- The ability of the Commission to magnify its reach and impact would be enhanced by permanent reauthorization and additional resources.
- The Commission successfully connects service providers, researchers, educators, and policy makers for effective and efficient community impact.

Respectfully submitted on behalf of the parties listed below,

A handwritten signature in black ink, appearing to read "Rob Ence".

Rob Ence
Executive Director



CR 230 ROAD REPAIR AND CROSSING AGREEMENT

THIS ROAD REPAIR AND CROSSING AGREEMENT (hereinafter "Agreement") is made this 1st day of September 2020 (hereinafter "Effective Date"), by and between the SAN JUAN COUNTY, whose address legal address is 117 S. Main St., Monticello, Utah 84535 (hereinafter "County") and TWO SWIPE CATTLE CORPORATION, whose legal address is 1420 N. Blue Mtn. Rd. 84511 its successors and assigns (hereinafter "Landowner").

RECITALS

WHEREAS, the County and the Landowner, who own the property known as Deckers Ranch, desire a safe wash crossing at a wash transected by County Road 230 on Section 18, T39S R22E SLM; and

WHEREAS, the old wash crossing consisted of an old car bridge that has been removed but was susceptible to washout when flooding occurs in the area; and

WHEREAS, the County desires to design and construct a safe, concrete low water crossing as reflected in "Attachment A"; and

WHEREAS, during construction, the Landowner and the public require a temporary crossing so that both sides of the wash can be accessed for construction and maintain traffic flow through that area of County Road 230.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

AGREEMENT

1. The Landowner agrees to allow the San Juan County Road Department to design and construct a concrete low water crossing north of the old car bridge on County Road 230; and
2. San Juan County agrees to block off access to the old car bridge and, during construction, to create a temporary crossing so that both sides of the wash can be accessed for construction and maintain traffic flow through that area of County Road 230.

San Juan County also agrees to maintain the low water crossing subject to their routine maintenance schedule, emergency maintenance subject to county policy, and requested maintenance as resources permit and at the discretion of the County Road Supervisor

San Juan County agrees the any modifications or removal of the low water crossing will be done in consultation with the Landowner.

3. The Parties Jointly agree that the low water crossing will installed at the location shown in Attachment A with the associated legal description found in Attachment A.

The parties also agree that the county will record this easement as a permanent easement subject to the terms of this Agreement.

4. Indemnification. The Landowner shall indemnify, release and hold harmless the County and its officers, agents, employees, successors and assignees from any and all actions, proceedings causes of action, claims, demands and/or costs attributable to, whether directly and indirectly, damages or injuries arising out of or resulting from acts or omissions by the Landowner or otherwise arising out of the performance under this Agreement by the Landowner, its employees, agents, contractors or subcontractors, but such indemnity shall not apply to the intentional acts or negligence of the County, its officers, agents, employees, successors and assignees.

5. Force Majeure. No party shall be deemed to be in default with respect to non-performance if due to strikes, lockouts, fire, storm, acts of God or terrorists, or any other cause (whether similar or dissimilar to those enumerated) beyond the party's control; but lack of finances shall in no event be deemed to be a cause beyond a party's control.

6. Assignment. Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Agreement may sell, assign, partially assign or transfer its interest in this Agreement, or any of its rights, duties or obligations hereunder, without the prior written consent of the other party. Whenever consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay, or deny such consent or approval.

7. Waivers.

a. Failure by either party to this Agreement to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

b. By entering this Agreement, the County does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the County and the Landowner and their respective successors and permitted assigns.

9. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

10. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Utah, and all obligations of the parties hereto, created by the Agreement are performable in San Juan County, Utah. Venue of any suit or cause of action under this Agreement shall lie exclusively in San Juan County, Utah.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

12. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

13. Notices. All notices required to be given under the terms of this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties at the addresses listed above.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

Kenneth Maryboy, Chairman
SAN JUAN COUNTY Board of County Commissioners

Date

Lynd Patterson

Lynd Patterson, President
Two Swipe Cattle Corporation

9-1-2020

Date

ATTACHMENT A

Easement Description
Decker Ranch Road – Low Water Crossing
San Juan County Road # “B” 230

A 30 feet easement situated 15 feet left and right of centerline for travel over and across a parcel of land owned by Two Swipe Cattle Company within the NW1/4SE1/4 of Section 18 in T39S, R22E SLM, with the center line more particularly described as follows:

Commencing at the SW Corner of Section 18, T39S, R22E and running thence, N64°18'54"E, 3,475.44 feet to the true Point of Beginning. Thence along said center line N10°49'39"W, 127.15 feet. Thence along a 40.05 feet radius curve to the left, thence northwesterly along said curve 88.44 feet, the chord of said curve is 71.53 feet and bears N73°58'29"W. Thence S44°26'52"W 86.63 feet. Thence along a 68.82 feet radius curve to the right, thence southwesterly along said curve 35.63 feet, the chord of said curve is 35.24 feet and bears S62°19'05"W to a point on the existing travel surface of San Juan County "B" road #230 and the terminus of this center line description.



Utah Poison Control Center
College of Pharmacy
30 South 2000 East, Suite 4540
Salt Lake City, UT 84112
801.587.0600

Dear Mr. Bengé,

The Utah Poison Control Center is pleased to partner with San Juan Public Health Department to provide poison prevention and awareness education throughout your health district. This project involves a contractual agreement with your health district to provide specified poison prevention outreach education within the health district over an 11-month period beginning September 1, 2020.

Please review the attached contract and scope of work document. If you are in agreement with the terms and scope of work, please indicate your acceptance by signing and returning the contract. As the Health Officer, you will need to sign on page 5 and page 8. The Health Promotion Director will need to sign on page 8 only. Please sign, scan, and email the contract back to our Outreach Coordinator, Sherrie Pace sherrie.pace@hsc.utah.edu by September 30, 2020.

Thank you for your commitment to provide poison prevention awareness and education throughout your health district. I hope that you will continue to work with us. If you have any questions or concerns related to the poison prevention contract, please do not hesitate to contact Sherrie Pace, via phone (801) 587-0607 or email.

Sincerely,

A handwritten signature in black ink that reads 'Amberly R. Johnson'.

Amberly R. Johnson, PharmD, DABAT
Director, Utah Poison Control Center

Email Attachment: Contract with Scope of Work

OUTREACH EDUCATION AGREEMENT

This Outreach Education Agreement (“Agreement”) is entered into and effective as of September 1, 2020 (the “Effective Date”) by and between the University of Utah, a body politic and corporate of the State of Utah, on behalf of its Utah Poison Control Center (“University”) and San Juan Public Health Department of the State of Utah (“Health District”).

RECITALS

- A. The University wishes to contract with Health District to provide a variety of services in connection with educational outreach efforts; and
- B. Health District has the qualified personnel, equipment and experience necessary to perform such services; and
- C. The University and Health District wish to enter into this Agreement for the purpose of setting forth the general terms and conditions upon which Health District will perform the services.

AGREEMENT

In consideration of the mutual promises, conditions and undertakings set forth herein, the parties agree as follows:

1. Scope of Work. Health District agrees to perform for the University those services (the “Services”) described in “Scope of Work September 1, 2020-Aug 1, 2021,” which is attached hereto as Appendix A and incorporated herein by this reference (the “Scope of Work”). In the event of any conflict or inconsistency between the Scope of Work and this Agreement, this Agreement shall control.
2. Compensation and Payment. Compensation will be provided for completion of outreach activities outlined in the Scope of Work. Payment will be provided after receipt of invoice for services outlined in Scope of Work up to the maximum amount authorized in Scope of Work.

Health District shall invoice the University for all fees and included expenses (the “Compensation”) by the last day of the contract period. Invoices shall include such information as the University may reasonably request, including without limitation a description of the work, the person performing the work, the date the work was performed, the number of hours worked, and a general description of all expenses (with supporting documentation provided if requested). Compensation shall be paid by the University in accordance with all applicable University policies and procedures, and shall be delivered to Health District within 30 days after receiving Health District’s invoices.

The parties agree that the total Compensation paid to Health District for the Services shall not exceed the sum of \$2,500 (unless otherwise agreed by the parties in writing).

3. Term. The term of this Agreement shall commence on the Effective Date and continue for a term of eleven (11) months or until completion of the Services if the Services are completed in less than eleven (11) months.

4. Equipment. All equipment, software, instruments and materials purchased or licensed using funds provided by the University shall remain under the ownership and control of the University.

5. Work Product. Health District shall provide the University with reproducible copies of all studies, reports, software, books, records, and all other documents developed or prepared in the performance of the Services (the "Work Product"). All such Work Product shall be the sole property of the University. Health District hereby assigns and conveys to the University all of its right, title and interest, in and to all Work Product and intellectual property rights developed or acquired by Health District in connection with the performance of the Services, including but not limited to all copyrights and patents. Health District warrants that: (i) the Services will be performed in a professional and competent manner by competent personnel; and (ii) all Work Product delivered by Health District to the University under this Agreement constitutes original work and does not infringe upon the proprietary rights of others, or if such Work Product is not original work, Health District has obtained all rights necessary to the University's use of such Work Product.

6. Confidentiality. Health District shall consider all information provided by the University and all information developed or otherwise acquired by Health District in connection with the Services, including without limitation all studies, reports, software, books, patient records and information, hospital records and information, and all other documents, data or information developed, prepared or acquired in connection with the Services and this Agreement, to be proprietary and confidential unless such information is otherwise available from public sources. Health District shall not disclose or publish such proprietary and confidential information to any person other than the University, for any purpose, without the prior written authorization of the University.

7. Indemnification. Health District shall indemnify, defend and hold harmless the University, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages to the extent caused by (i) any negligent act or omission of Health District, its officers, agents or employees in connection with the performance of the Services and this Agreement; and (ii) any claim that any Work Product delivered under this Agreement infringes any patent, copyright, trademark, service mark or other intellectual property right.

8. Insurance. Throughout the term of this Agreement, Health District shall maintain Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. Health District shall also maintain, if applicable to Health District's operations or performance under this Agreement, Business Automobile Liability insurance covering Health District's owned, non-owned and hired motor vehicles. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the University.

Health District shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services under this Agreement. Health District shall also maintain "all risk" property insurance at replacement cost applicable to Health District's property or its equipment.

Health District's insurance carriers and policy provisions must be acceptable to the University's Risk and Insurance Manager and remain in effect for the duration of this Agreement. The University of Utah shall be named as an additional insured party on the Commercial General Liability insurance policy. Health District will cause any of its subcontractors who provide any materials or perform any operation relative to this Agreement, to also maintain the insurance coverages and provisions listed above.

Upon request, Health District shall submit certificates of insurance as evidence of the above required insurances to the University prior to the commencement of this Agreement (mail to: University of Utah, Office of Risk and Insurance Management, 201 South Presidents Circle, Room 110, Salt Lake City, Utah 84112, Attn: Risk Manager.) Such insurance certificates shall provide the University with thirty (30) calendar days written notice prior to the cancellation of coverage, sent to the above address.

9. Compliance with Laws. In performing the Services, Health District shall comply with all applicable federal, state and local laws, regulations and orders, and all applicable policies of the University. Health District shall obtain, at its expense, all required government licenses, permits and approvals for the performance of the Services, except those licenses, permits and approvals which the Scope of Work specifies will be obtained by the University.

10. Conflicts of Interest. With respect to all products, goods, and services which are or may be offered by or through Health District in connection with this Agreement, Health District hereby represents and warrants that Health District does not have any direct or indirect financial incentive or other interest: (i) in any such products, goods, or services; or (ii) with any Third Party Vendor providing such products, goods or services. In the event any actual or potential conflict of interest should arise, Health District shall immediately notify and disclose to the University, in writing, the specifics of any such conflict of interest.

11. Relationship of Parties. In assuming and performing the obligations of this Agreement, the University and Health District are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent or employee of the other.

12. Termination. The University may terminate this Agreement at any time, with or without cause, by giving written notice thereof to Health District. Termination shall be effective fifteen (15) days after receipt of notice. Termination shall not relieve either party of any obligation, including without limitation the obligation to pay for Services provided, or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind any payments made prior to the time of such termination.

13. Miscellaneous.

13.1 Assignment. Neither party shall assign or transfer any interest in this Agreement, subcontract any portion of the work to be performed, or assign any claims for money due or to become due under this Agreement, without the prior written consent of the other party.

13.2 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah, without application of any principles of choice of laws.

13.3 Equal Opportunity. Neither party shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

13.4 Taxes. Health District shall pay all taxes which may be levied or incurred in connection with the performance of any services under this Agreement, including taxes levied or incurred against Health District's income, inventory, property, sales, or other taxes.

13.5 Severability. In the event any provision in this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were not contained herein; provided that the Agreement as so modified preserves the basic intent of the parties.

13.6 Nonwaiver. A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such waiver shall not affect the waiving party's rights with respect to any other or further breach.

13.7 Entire Agreement. This Agreement, together with each of the appendices hereto, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement may not be amended, modified or canceled except as provided by written agreement of the parties signed by the party against whom enforcement is sought.

13.8 Notices. Any formal notice, request, consent and other communication hereunder shall be in writing and may be (a) delivered by hand, or (b) sent by nationally recognized courier service, or (c) by confirmed fax, or (d) by certified first class mail, postage prepaid, return receipt requested, to the addresses set forth in the Scope of Work. Such notice shall be deemed to have been duly given (a) on the day of actual delivery, if given by hand or by courier, (b) on the date when sent, as evidenced by a printed confirmation report of delivery, if sent by fax, or (c) three (3) business days after deposit in the U.S. mail. Addresses may be changed by notice given pursuant to this Section.

13.9 Survival. Those provisions of this Agreement which by their context are clearly intended to survive termination shall survive termination of this Agreement.

13.10 Marketing. Health District shall not use the name or any trademark of the University of Utah in any promotional or marketing materials or activities, without the University's prior written consent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

San Juan Public Health Department

UNIVERSITY OF UTAH

By: _____
(Signature)

By: ML Good, MD
Michael L. Good

Title: Health Officer

Title: Senior VP for Health Sciences
University of Utah

8/27/20

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SCOPE OF WORK

Utah Poison Control Center (UPCC) Health District Partnership
September 1, 2020 – August 1, 2021

Goal: To promote and enhance poison prevention education to all ages in local health districts.

Community Activities	Budget	Documentation
Health Fairs Oversee participation in at least 4 community health fairs or equivalent community activities. These may include virtual events and/or distribution of education materials.	\$400*	<ul style="list-style-type: none"> Document each activity and number of participants in UPCC online education system
Older Adult (Senior ≥60) Education Conduct at least 3 activities (health fairs or presentations) focused on a senior population. These may include virtual events and/or distribution of education materials and should be specific to this audience.	\$300*	<ul style="list-style-type: none"> Document each activity and number of participants in UPCC online education system Submit evaluation (for presentations only), after completing events via email, postal mail, or fax. Note: UPCC presentations (or a portion of them) should be used when conducting a presentation.
Outreach to Adult (<60) Audiences Conduct at least 5 activities (health fairs or presentations) to adult audiences (i.e. church groups, civic groups, WIC, young adult groups). These may include virtual events and/or distribution of education materials and should be specific to this audience.	\$500*	<ul style="list-style-type: none"> Document each activity and number of participants in online education system Submit evaluations (for presentations only), after completing events via email, postal mail, or fax. Note: UPCC presentations (or a portion of them) should be used when conducting a presentation.
School Prevention Education Conduct at least 3 activities in any combination. These may include virtual events and/or distribution of education materials and should be specific to this audience. <ul style="list-style-type: none"> Elementary or secondary school presentation Train school nurses on using UPCC lesson plans Provide and train local PTAs with UPCC youth curriculum 	\$400*	<ul style="list-style-type: none"> Document each activity and number of participants in online education system Submit evaluations (for presentations only), materials used, and other pertinent documentation after completion of each event via email, postal mail, or fax. Note: UPCC presentations (or a portion of them) should be used when conducting a presentation.
Poison Prevention Week (PPW) during March Conduct at least 3 activities in any combination: <ul style="list-style-type: none"> Promote PPW to local media and government (i.e. proclamations, press releases, social media campaigns) Distribute materials to pharmacies, physician's offices or other organizations Work with local groups such as Safe Kids, daycares, libraries, schools etc. to incorporate PPW messages <ul style="list-style-type: none"> Distribute materials Utilize existing UPCC curriculum 	\$600*	<ul style="list-style-type: none"> Submit record of activities and all media promotion via email, postal mail, or fax Submit documentation of materials distributed via email, postal mail, or fax <p>NOTE: Media documentation is not part of the online education database. Email, postal mail, or fax documentation to UPCC</p>

<p>Social Media/Online Outreach Post poison related content (aside from PPW) at least 4 times by doing any of the following:</p> <ul style="list-style-type: none"> • Share/Pin/Retweet UPCC post (Facebook, Pinterest or Twitter) • Post poison related content on your Facebook, Twitter, Blog or other social media platform, or on your website 	<p>\$200*</p>	<ul style="list-style-type: none"> • Tag UPPC on the post so we will be notified @utahpoison on Instagram and Twitter, type in Utah Poison Control Center on Facebook and select our page OR • Submit record of activities via email with a link to the post OR • Email content of the post, date of the post, and the online platform used
<p>Staff Training</p> <ul style="list-style-type: none"> • Train new staff on UPCC outreach education and/or grant requirements and/or • Attend UPCC updates in person, by phone, or through Utah Telehealth Network 	<p>\$100*</p>	<ul style="list-style-type: none"> • Submit training summary/description via email, postal mail, or fax
<p>Total</p>	<p>\$2,500*</p>	

* Reimbursement will be made in accordance with the contractual agreement and after submission of supporting documentation at the end of the contract period.

Note: provisions have been included in this Scope of Work to accommodate limitations due to the COVID-19 pandemic and provide opportunities to continue poison prevention education in local communities throughout Utah.

The Utah Poison Control Center will provide resources to aid in contract requirements and to conduct the following programs:

- Elementary school programs
 - Poison Safety with Spike
 - Poison Smart
- Middle school programs
 - What's Under Your Nose? - Inhalant Abuse Prevention
 - Buzz in a Bottle-Energy Drink Dangers
 - Babysitter Guide to Poison Prevention
- Parent/Adult program
 - Teen parent education
 - Poison Prevention... Keeping Families safe
- Older adult (senior) program
 - Taking Your Medicines Safely

All above items are available online to download at:

<http://poisoncontrol.utah.edu/publiced/index.php>

- Stickers, magnets, and print brochures can be ordered online after creating an account at: <https://app.healthcare.utah.edu/poison/app>
- Support from UPCC Outreach Coordinator
 - Sherrie Pace – sherrie.pace@nsc.utah.edu
 801-587-0607 (office)
 801-585-6982 (fax)



Health Officer
 San Juan Public Health

Date

Health Promotion Director
 San Juan Public Health

Date

CONTRACT # _____



STATE OF UTAH - CONTRACT AGREEMENT

- 1. PARTIES: This grant is between the following agency of the State of Utah:
Department Name: Utah Dept of Heritage & Arts Agency Code: 710 referred to as (STATE), and the following GRANTEE:

San Juan Public Health

Name
PO Box 9, Attn Public Health

Address
Monticello UT 84535

City State Zip

Contact Person Kirk Bengé
Phone #435-359-0038
Email kbenge@sanjuancounty.org
Federal Tax ID#
Vendor #74744D Commodity Code #99999

- 2. GENERAL PURPOSE OF GRANT: The general purpose of this contract is to provide: Coronavirus Prevention Messaging Grant Funding
- 3. GRANT PERIOD: Effective Date: 7/1/2020 Termination Date: 12/30/2020 unless terminated early or extended in accordance with the terms and conditions of this grant. Renewal options (if any) N/A. All payments under this grant will be completed within 90 days after the Termination Date.
- 4. GRANT COSTS: GRANTEE will be paid a maximum of **\$15000** for costs authorized by this grant. Additional information regarding costs: N/A
- 5. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Payment Schedule
ATTACHMENT D: Certification
ATTACHMENT E: Reporting Requirements
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
- 6. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this grant.

IN WITNESS WHEREOF, the parties sign and cause this grant to be executed.

GRANTEE

STATE

Grantee's signature **Date**

Type or Print Name and Title

Agency's signature Date

N/A Grant
Director, Division of Purchasing Date

Director, Division of Finance

Tenielle Humphreys	801-641-2856		tenielleyoung@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

Attachment A: Standard Terms and Conditions for Grants (Nonprofit Organizations)

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **"Contract"** means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
 - b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
 - c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
 - d. **"Non-Public Information"** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
 - e. **"State"** means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
 - f. **"Grant Money"** means money provided by the State to a Grantee.
 - g. **"SubGrantees"** means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to the State accounting for all Grant Money received by the Grantee as required by the terms of the grant or, if not expressly provided, the following accounting, at least annually and no later than 60 days after all of the Grant Money is spent:
 - a. a written description and an itemized report detailing the expenditure of the Grant Money or the intended expenditure of any Grant Money that has not been spent; and
 - b. a final written itemized report when all the Grant Money is spent.
 - c. **NOTE: If the Grantee is a non-profit corporation,** Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.

5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.

6. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State, unless disclosure has been made to the State.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

8. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on

the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
12. **INSURANCE:** Grantee shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Grantee shall provide proof of the general liability insurance policy and other required insurance policies to the State within thirty (30) days of contract award. Grantee must add the State as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Contract. Grantee's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
13. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any SubGrantees. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Grantee acknowledges that within thirty (30) days of contract award, Grantee must submit proof of certificate of insurance that meets the above requirements.
14. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the Utah Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
 - a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
15. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.
 - a. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.
16. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
17. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
18. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.
 - a. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.
 - b. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-

public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This confidentiality shall be ongoing and survive the termination or expiration of this Contract.

Item 11.

19. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** If intellectual property is exchanged in return for the funding set forth in this contract, Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability such limitations of liability will not apply to this section.
20. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
21. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
22. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
23. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
24. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State, after consultation with the Grantee, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State appoints such an expert or panel, State and Grantee agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
25. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
26. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
27. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
28. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: July 3, 2017)

STATE OF UTAH
Coronavirus Prevention Messaging Grant
Contract Attachments B and C

Organization: San Juan Public Health

Attachment B: Scope of Work

San Juan Public Health is currently working to mitigate the spread/effects of COVID-19 countywide, with a special focus on underrepresented communities, particularly racial/ethnic minority communities and low socio-economic status communities in San Juan County, Utah. A targeted messaging campaign focused toward our low-income and racial minority groups with an emphasis on prevention and local resources, through social media and local radio stations, would complement our efforts.

Attachment C: Payment Schedule (July 1, 2020 – December 30, 2020)

Pending availability of state funds ** San Juan Public Health will receive \$15000 as follows:

One payment in full upon receipt of signed contract.

A Final Report must be submitted no later than January 30, 2021. You will be contacted with a Report Template.

ATTACHMENT D: Certification

The Grantee hereby assures and certifies that it will comply with state and federal statues, regulations, polices, guidelines, and requirements for a non-profit entity. Specifically, UCA 51-2a-102(6)(f) and 51-2a-201.5 require a nonprofit organization (NGO) to disclose annually, whether the NGO received a minimum of \$25,000 in combined federal pass- through, state, and local money in both the previous year and the current fiscal year, to the State Agency which provided state or federal pass-through money. Additional reporting is required by law to the State Auditor and will vary, depending on the amount of total federal, state and local funding received from all sources during an NGO's fiscal year.

The type of report required to the State Auditor is based on the following thresholds: more than \$25,000 but less than \$100,000 requires a fiscal report to the Auditor, more than \$100,000 but less than \$350,000 requires a compilation of its accounts by an independent CPA, more than \$350,000 but less than \$1,000,000 requires a review of its accounts by an independent CPA, more than \$1,000,000 requires an audit by an independent CPA. Definitions of each of these reports are found in UCA 51-2a-102.

I certify that _____ met or exceeded or anticipates meeting or exceeding the following dollar threshold in combined revenues of federal pass-through, state or local money for fiscal year 2020.

___ more than \$25,000 but less than \$100,000

___ more than \$100,000 but less than \$350,000

___ more than \$350,000 but less than \$1,000,000

___ more than \$1,000,000

OR

_____ I certify that San Juan Public Health will not or does not expect to meet or exceed the \$25,000 threshold in combined revenues of federal pass-through, state or local money for fiscal year 2020.

OR

_____ I certify that San Juan Public Health is either a governmental entity or a for-profit entity and is therefore exempt from this Certification.

Signature

Date

ATTACHMENT E: Reporting Requirements

The Grantee hereby assures and certifies that it will comply with state statute on reporting and expenditure of public funds. Specifically, UCA 63-1-220(2)(b) requires the recipient entity to provide the state agency:

- i. A written description and an itemized report at least annually detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent; and
- ii. A final written itemized report when all the state money is spent.

I certify that **San Juan Public Health** will provide an itemized report at least annually and a final written report detailing the expenditure of the state money as described in UCA 63-1-220.

Director



COMMISSION STAFF REPORT

MEETING DATE: September 10, 2020

SUBMITTED BY: Mack McDonald, Chief Administrative Officer

TITLE: Purchase Order authorizing the Chamber Remodel by HKConsulting under State Contract #MA2641 Job Order Contracting For Construction Services using Cares Act Funding

RECOMMENDATION: Make a motion approving the Purchase Order for the Chamber Remodel by HK Consulting

SUMMARY

Using CARES Act Funds, we would like to remodel the Chamber Commission Conference Room adding a raised platform diocese and seating area which will set Commissioners higher than the audience, upgrade the PA system to allow for citizen comments in a separate area further away from Commissioners. Seating will be for 6 individuals and include an ADA ramp for accessibility.

HISTORY/PAST ACTION

Approval of CARES ACT Funds included an amount of \$109,000 from the first round of funding for these improvements

FISCAL IMPACT

\$95,000



HK Consulting

To: Mack McDonald
Chief Administrative Officer

RE: New council desk and raised floor

Mack,

Here is the rough estimate for the council meeting raised floor and desk:

Installation and fabrication of an approximately 12-14 inch raised floor to include frame work, tongue and groove ¾" plywood floor and owners choice of floor covering or (carpet or laminate), installation of new light fixtures, installation of new P/A system with chairperson mics and 1 guest mic, fabricate and install 6 person approximately 20 Lineal feet of new council desk (includes submittals and design) to include USB ports and electrical outlets. We have also included the cost for lettering/signage for the front of the desk.

Estimated rough cost is around \$85,000.00 to \$95,000.00

Our supplier for the mill work said the price for his end could be lower but was more comfortable just give us a price just for budgetary numbers.

If you have any questions please feel free to call me at 801.633.3939

Procurement Request/Approval



Department: Administration

Date: 9/10/2020

Grant Program: Cares Act Funds

Items: Renovation and addition of a Commission Diocese Area in the Commission Chambers

State Contract
 GSA Contract
 Sole Source
 Sealed Bid
 Written Quote
 Verbal Quote
 Budgeted Item
 Non Budgeted
 Copies Attached:
 Other:

Trade In:

Replacement:

Procurement Approval Information:

Additional Comments:

Low Bid: State Contract

Amount of Request: \$ 95,000

County Commission Approval

County Commission Approval:

Date: Approved Declined
 County Fixed Purchase PO #: Equipment Added to
 Asset Number: Order Issued: Number: Insurance:



COMMISSION STAFF REPORT

MEETING DATE: September 15, 2020

SUBMITTED BY: Mack McDonald, Chief Administrative Officer

TITLE: Consideration of a contract for Ordinance Recodification Cost Proposal and Contract with American Legal Publishing Corporation using CARES ACT Funds

RECOMMENDATION: Make a motion approving the contract with American Legal Publishing Corporation using CARES ACT funds

SUMMARY

Using CARES Act Funds, we would like contract with American Legal Publishing Corporation to perform recodification and publish for our website all of the County ordinances.

HISTORY/PAST ACTION

Beginning in 2002, the County contracted with Sterling Codifiers to perform this service and through that time spent thousands of dollars. According to Sterling Codifiers they had requested information from the County and provided us a draft of their work in 2004 in which the County failed to respond so Sterling reimbursed the County for funds unspent. In 2009, the County asked them to complete the project but the items were not provided again by the County. In 2009 Sterling sent a letter to the County Commission cancelling the contract. At that time, they had spent 5 years trying to work with the County. In 2015, the County once again reengaged in an attempt to once again contract with Sterling which according to Sterling was once again cancelled. Last month, I attempted to reengage Sterling, who has been purchased by American Legal. However, the previous owner of Sterling did not keep our files and all previous paid for work is no longer available.

FISCAL IMPACT

Base cost \$8,925

Ordinance Recodification Cost Proposal San Juan County, Utah



**American Legal Publishing Corporation
525 Vine Street, Ste 310 Cincinnati, Ohio 45202
www. amlegal.com**

Colleen T. Engle
Codification Consultant
cengle@amlegal.com
714.348.9529

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AMERICAN LEGAL
Publishing Corporation

August 11, 2020

Mr. Mack McDonald
San Juan County Administrator
P.O. Box 9
Monticello, UT 84535

Dear Mr. McDonald:

Thanks so much for giving American Legal Publishing the opportunity to provide San Juan County with a cost proposal for the recodification of your Code of Ordinances. We have been providing codification services across the nation for over 50 years. We produce codes for over 60 municipalities across Utah, including Kane County and the City of Blanding.

Our recodification process includes incorporating all permanent nature ordinances, creating an index and tables as needed, formatting the pages into a new typestyle, including single column print, and printing complete copies of the entire code book. It also includes a legal review and written report by one of our staff attorneys. The review will uncover inconsistencies between sections in the code and inconsistencies with the code and state and federal statutes. A sample of a legal review report is provided for your review.

American Legal Publishing is a full service codification company that is perfectly aligned to provide codification services to San Juan County. As the publisher for cities and counties nationwide, we have a thorough understanding of the work requirements for counties such as San Juan. We will be able to meet all your codification, supplementation, and electronic publishing needs and do it in a timely fashion and very cost effectively.

American Legal Publishing works with nearly 3,500 clients across the United States. Some of our clients across the country include Salt Lake City, Los Angeles, Chicago, Dallas, Boston, Philadelphia, New York and Honolulu. We provide codification services to over 60 cities and counties across Utah.

Should you have any questions about the proposal, please do not hesitate to call me.

Best Regards,

A handwritten signature in black ink that reads "Colleen T. Engle". The signature is written in a cursive, flowing style.

Colleen T. Engle
Codification Consultant
cengle@amlegal.com
714.348.952

2. BUSINESS PROFILE

American Legal Publishing 525 Vine Street, Ste. 310 Cincinnati, OH 45202 PH: 800-445-5588 Fax: 513-763-3562 www.amlegal.com	Contract Manager: Ray Bollhauer, Esquire President Email: rbollhauer@amlegal.com
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American Legal Publishing began as the codification division of the Anderson Publishing Company of Cincinnati in 1934. We became a separate corporation in 1979. In 2006, American Legal Publishing became an independent employee owned corporation. We are extremely proud of our employee-owned status, unique in our industry. Our employees are self-motivated, knowing that the quality of each project enhances their future, as well as that of the government client.

- American Legal is the choice of the top cities in the country. We currently serve nearly 3,500 local government clients across the country, including more than 50 cities and counties across Utah. Our ability to service large clients (**Salt Lake City, New York, Los Angeles, Chicago, Philadelphia, Cleveland, etc.**), and yet provide excellent service and products to the smaller Villages, Towns, Cities and Counties across the nation, separates us from many other Codifiers.
- We are the codification consultants to the International Municipal Lawyers Association and have produced publications for numerous state municipal leagues.
- American Legal employs a highly skilled and professional staff, including 16 staff members with law degrees - the largest in the industry. The legal reviews that these attorneys are able to execute is what allows us to provide a high-quality product. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law.
- American Legal offers a full-range of codification services, including:
 - Editing and updating municipal codes
 - Legal research/review and analysis of codes
 - Subscriber sales of codes in print and on CD
 - CD-ROM publishing
 - Hosting of municipal codes on the Internet
 - Roberts Rules of Order 11th Ed. on CD in a fully indexed search program
 - Meeting Minutes imaging and hosting online in a searchable format

- American Legal works quickly to put new codes online. We have the flexibility to update online and printed codes on any schedule our clients require, including as new ordinances are adopted.
- The hosted municipal codes located on our webserver are fully searchable and are easy for the general public to use, but also has advance features to assist legal professionals and County staff.
- The hosted municipal codes located on our webserver are available for use on **smartphones** and **tablets** such as **iPads**.
- American Legal is exclusively an ordinance codification company. It is our sole focus. We are dedicated to continual improvement of our expertise, procedures, product and staffing to ensure the premium level of service that has earned us the respect and business of America's premier cities and Municipal Associations. We are not distracted by other ventures. We do one thing, and we make every effort to do it as well as it can be done.

Municipal and County Leagues Affiliations

American Legal's commitment to quality has led to affiliations with Municipal and County leagues across the country. Municipal Associations across the nation seek our expertise in municipal law and government, our advanced technology programs, and our unsurpassed customer service. We are extremely proud, that by allowing us to serve their members in their name, they show the greatest confidence in our services, reputation and integrity. We work hard every day to continue to earn that respect.

We serve as the Information Management Consultant to the following Leagues:

League of Wisconsin Municipalities
Ohio Municipal League

We serve as the Codification Consultant for the following:

League of Arizona Cities & Towns	Association of Arizona Counties
League of Oregon Cities	North Carolina League of Municipalities
League of Minnesota Cities	League of Nebraska Municipalities
Indiana Association of Cities & Towns	League of Kansas Municipalities

We work with the following Leagues to publish model or basic codes:

League of Nebraska Municipalities
South Dakota Municipal League
Virginia Municipal League
League of Minnesota Cities

We have produced publications for the following Leagues:

League of Wisconsin Municipalities
League of California Cities
Virginia Municipal League

3. EXPERIENCE/QUALIFICATIONS

- (1) **Years in Business:** American Legal Publishing has been in the ordinance codification business since 1934 as part of the Anderson Publishing Company. We became a separate corporation in 1979. We became an independent employee-owned corporation in 2006.
- (2) **Size and Experience:** American Legal is the choice of the top cities in the country. We currently serve nearly 3,500 local government clients across the country. Our clients include the Cities of Salt Lake City, New York, Los Angeles, Chicago, Philadelphia, Cleveland, Boston, Honolulu, San Francisco, and more than 60 clients across Utah. We are the codification consultants to the International Municipal Lawyers Association and numerous state municipal leagues.
- (3) **Project Attorneys:** American Legal employs 16 attorneys, including the company CEO, President, Executive Vice President (Editor in Chief), and the Vice President of Major Client Services.

STEPHEN G. WOLF - CEO

Qualifications:

- Oversees American Legal's codification services with large accounts (such as Los Angeles, Philadelphia and Chicago) and state municipal leagues
- J.D., University of Cincinnati College of Law
- B.B.A., Management, University of Cincinnati
- Former City Law Director of an Ohio city, former Mayor and council person; with 35 years' experience as an elected city official
- Member, International Municipal Lawyers Association (IMLA)
- 37 years with American Legal

RAY G. BOLLHAUER - PRESIDENT

Qualifications:

- J.D., University of Cincinnati College of Law
- B.A., Economics, University of Cincinnati
- Past President and Trustee of local community Council
- Twenty years with American Legal
- Federal Bar member
- Presenter throughout the country regarding codification (Institute for Local Government Drafting Seminar at Tulane Law School; Milwaukee Bar Association, Ohio Municipal Clerks Association; Kent State Clerks Certification Program; League of Wisconsin Municipal Attorneys Association; North Carolina City and County Clerks Association at UNC; Arkansas County Clerks Association; Southwest Ohio Clerks Association; Ohio Municipal League; International Municipal Lawyers Association (New Orleans and Portland, OR); Queen City Chapter of the National Parliamentarians Association; and the International Institute of Municipal Clerks Association conferences)

CYNTHIA POWELEIT - EXECUTIVE VICE PRESIDENT, EDITING

- Qualifications:*
- Editor-in-Chief, oversees all aspects of code editing
 - J.D., Salmon P. Chase College of Law, Northern Kentucky University
 - B.A., English, Denison University.
 - Twenty-three years with American Legal Publishing.

Role: Oversees editing of new code and legal review

AMY OAKS - SUPPLEMENT EDITING DIRECTOR

- Qualifications:*
- Experience in editing and overseeing production of thousands of supplements
 - B.A., English, Northern Kentucky University
 - Fourteen years with American Legal

Role: Oversee supplement editing

SARAH CRABTREE BAUER – DIRECTOR OF ELECTRONIC PUBLISHING

- Qualifications:*
- Manages American Legal’s CD-ROM and Internet publishing Department
 - Project manager for high level clients
 - B.A., English, Northern Kentucky University
 - M.A., English, University of Cincinnati
 - Eleven years with American Legal

Role: Responsible for production of Code on CD and online; primary technical contact for the County

Project Support Staff: American Legal employs 36 staff members. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law.

4. DESCRIPTION OF SERVICES:

American Legal Publishing will:

- (1) Examine all ordinances or resolutions provided by the county and determine which materials are to be codified.
- (2) *Legal Review.* Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following:
 - Apparent conflicts with referenced state and federal statutes and administrative regulations;
 - Repealed, renumbered, or obsolete state and federal statutory citations;
 - Apparent conflicts with prominent federal case law; and
 - Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the county should consider including in the code, and suggest deleting old provisions which are no longer necessary.
 - (c) At the option of the county, hold a conference with municipal representatives to review the report. The county will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.
- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.

- (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the county finds to be pertinent.
 - (f) Parallel Reference Tables showing:
 - 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 - 2. A listing of code sections based on state statutes (Statute to Code).
 - 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
 - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the county with model or sample ordinances when available and upon request, at no additional charge.
 - (7) Deliver to the county, within 6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the County's examination.
 - (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The county will be billed for the travel expenses of the American Legal staff attorney. The county may present changes to pages of the draft at the conference. After the final conference, any further changes, additions, or deletions shall be made in the future supplements to the Code. When the draft, and any changes thereto made by the county, is returned to the Publisher, such return of the draft shall be deemed final authorization by the county to publish the Code as returned. If additional conferences are requested by the county which require the travel of a member of the staff of the Publisher, then the county shall be advised what the additional cost, if any, for such conference will be.
 - (9) Deliver to the county, within 3 months of receipt of the corrected draft, up to 10 printed copies of the Code meeting the following specifications:
 - (a) Type to be single column, at the request of the county
 - (b) Page size to be 8½" x 11", 12pt
 - (c) Printed on high quality paper
 - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the county's name stamped in gold and shall contain divider tabs.
 - (10) Provide a sample adopting ordinance to the county.

Web Hosting:

Post the Code online in a fully indexed searchable database. American Legal Publishing's technical team will convert the electronic version of the code documents into a fully indexed and searchable format. All of our codes contain an electronic table of contents and extensive hypertext linking (for the table of contents, cross-references, chapter analyses and title analyses). The fully indexed code will allow users to perform fast searches of the entire code at once. Typically PDF posted documents only allow chapter/title searches one by one and do not allow for synonym searches, which is a critical element to our searchable codes.

Users can search for words, phrases, section numbers – anything they want. Our codes also offer an electronic table of contents that allows users to navigate and browse the code, as well as a hypertext linking feature that allows users to connect or “jump to” related pieces of information (such as cross-references).

To assist County staff and private citizens in reaping the full benefits of the extensive search capabilities, American Legal has developed a convenient, online tutorial providing clear, simple instructions on making full use of our online database. This Web Demonstration video is conveniently located on our website at <http://www.amlegal.com/codification-services/electronic-publishing> Scroll to the bottom of the page and click PLAY.

American Legal's website with over 1000 codes for municipalities nationwide, allows users the ability to print, save and email material (such as one section, one chapter or an entire code) from our website with just a few clicks of the mouse. Users are also able to set links to specific chapters or sections of the code for faster, repeat lookups.

Future Supplements:

Online supplements. American Legal's editors can update the online Code as often as the County desires – including weekly or whenever new legislation is adopted and provided to American Legal. The online code will state on the front page what the most recent legislation is that has been included in the Code. Each section amended will include a history with the legislation number and adoption date.

Paper supplements. The printed version of the Code in loose-leaf format can be updated weekly as well, or on any other schedule chosen by the County, such as monthly, quarterly, every six months or annually. Supplements will include Instruction Pages with information on which pages in the Code are to be replaced.

New Legislation Online:

American Legal can post new ordinances on the internet with a link to the full text of the ordinance until they are incorporated into the Code. Ordinances can be linked in an Ordinance List or at the code sections they amend. Once the online code is updated, the list can be updated to remove ordinances from the list that have been incorporated into the code, or the ordinances can remain permanently.

Model Ordinance Service:

You can simultaneously search nearly 1500 municipal and county codes on our website for model language **at no cost**. You may search one code at a time, all codes in a state, or all online codes at once. And, it's all for free! Most codifiers do not provide this service to their clients.

Please note, that many other publishers permit a free search of only one code at a time, requiring a paid subscription to search multiple cities simultaneously. While they may offer to waive the subscription fee for County staff, your citizens (including law firms, developers, realtors, etc.) will be restricted to single code searches or forced to pay a subscription fee.

Codes on Media:

American Legal will provide the County's Code on a CD or USB in a fully indexed and searchable format, MS Word or PDF. This will allow the employees responsible for maintaining the code the option of having their own version where they may create separate files for annotating with popup notes and highlighting.

Subscriber Services:

American Legal can provide the county and its citizens with a subscriber service for the purpose of providing copies of the code to requesting entities. Subscriber services include the sale of codes in print and on CD.

Our Web hosting service offers:

An on-line **Internet query template** that allows our clients to search ALL the Codes in our Internet collection.

An **ADA** alternative view is integrated

A **Quick Search** feature, as well as an **Advanced Search** feature (with **Boolean** searching, exact phrase searching and other features) in a single screen so that users can choose the type of search they want to perform with less clicking and moving around.

A **specially-designed interface** that allows you to see the text of your document, the table of contents, the query dialog box, and a ranked hit list at the same time. Our specially-designed interface allows you to quickly and easily access the portion of the document you need to utilize (whether it's the table of contents, the search feature or the document itself). *We can also customize the look and feel of the site in case you want to develop a unique appearance for your document.*

Easy-to-use navigation options that allow you to move from search hit to search hit, and from document to document (both forward and backward) **without having to return to a results list to move to the next search find.** This feature is available in both the desktop and mobile view versions.

The ability to **print individual chapters or sections** of the document and the ability to **download** the document into numerous formats such as RTF (Word), PDF, HTML, EPUB and MOBI.

American Legal can apply **Google Translate** features to the online Code.

Internal **hypertext links** to other sections of the code that are cross-referenced

5. INTERNET FEATURES

The American Legal Publishing Difference

Online Features:	Many features are included in current annual hosting fee at no additional cost	Price:
PC, Tablet, Smart Phone versions	Frames version for PC; ADA Compliant View and Mobile View available for mobile devices.	Included
Multiple Search formats	1. Quick Search Box 2. Advanced Search Template 3. Boolean Search Field	Included
Automatic Stem Searches (finds plurals of words)	<i>Dog finds dog and dogs Fence finds fence, fences, fencing and fenced</i>	Included
Synonym Searches	<i>Grass finds grass, turf, lawn Garbage finds garbage, litter, trash, rubbish</i>	Included
Continuous Next Hit feature	You can go through all hits without having to go back to the Results List for each chapter	Included
Search Results List	Advance searches lists results in order of relevancy; Quick searches lists results in order as found in the document	Included
Table of Contents expands and links to sections	View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time	Included
Download text in multiple file choices from the web	Can download into RTF (for MS Word), HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)	Included
Email text in multiple file choices from the web	Can email text RTF (for MS Word), HTML and TXT (actually attaches text, not just a link to the code)	Included
Cross-references hyperlinked	Cross-references to other sections, including Penalty references are hyperlinked	Included
Color Graphics	Yes - if provided in color by the County	Included
Static Links to specific sections can be set	Ability to links to titles, chapter or individual sections in the code	Included

Scrolling tables - static header	The titles of table columns remain visible as you scroll through tables	Included
Limit searches to specific sections	Use TOC feature to limit search to chapters or sections (or expand search to other municipal codes)	Included
Electronic format	Online document flows uninterrupted; no page breaks or page numbers to interrupt the text	Included
Search over 1000 municipal codes	Free access to all codes we publish online; no need to subscribe to any service	Included
Translation into other languages	Apply Google Translate to the Code	Included
Online help features	Use online help features or contact our technical service reps via email or toll-free phone number	Included
OPTIONAL ONLINE SERVICES:		
Archive of prior versions of code online	Prior versions of the code may be hosted online for research purposes.	
New Ordinance List Service (Advance Legislation Notice)	Ordinances not yet codified listed with link to full text of ordinances(ordinances removed from list once they are codified)	
New Ordinance Notification	Notice posted at beginning of code section with link to ordinance that will amend that section (ordinances removed from code once they are codified)	
Comprehensive Ordinance List	New ordinances added to list of all ordinances codified and remain even after code is updated	
Ordinances History Links within code section histories	As new ordinances are added to the code section history list, links to the original ordinance can be set	
Definition Links	Defined terms in the code can be hyperlinked directly to their definition (See Cary, NC Land Development Ordinance)	
Searchable CD-ROM version provided	Searchable CD version of the code is provided	

6. PRICING

American Legal Publishing proposes to codify the ordinances for San Juan County, UT at the following price:

I. Base Cost* \$8,925.

**The actual page count may vary from the estimate or you might add new ordinances during the codification process. If the page estimate is low, the cost will be higher than the initial base cost..*

Includes

1. Number of Copies of San Juan County's Code (includes binders and divider tabs) 10*
*Up to 10 copies. No reduction in cost if you select less than 10 copies.
2. Legal Analysis
 1. Research Internal Consistency
 2. Research State Law Consistency
 3. Legal and Editorial Research and Report
3. Special Features
 1. Tables of Special Ordinances
 2. Parallel References
 3. Comprehensive Index
 4. Tabular Matter (Tables, Charts, Graphs)
 5. Code on CD-ROM (MS Word compatible)
4. Estimated Number Of Pages
8 ½" x 11" Format
Single column (12 point type) 500 pages
5. Phone and email support with American Legal Publishing Included

II. Variable Cost

1. Per Page Increase Rate (pages over 500 page estimate) \$18.50
8 ½" x 11" Format
Single Column
2. Freight/Shipping TBD
UPS Ground

III. Time to Completion

Number of Months until Draft 3-6 months
Number of Months until Completed Code (after return of draft) 1-3 months

IV. Optional Services that may be ordered:

- | | |
|--|--------------|
| 1. Additional Copies of Code | |
| a. Minimum Number of Copies | No minimum |
| b. Cost per Extra Code with binder | \$125 |
| c. Cost per extra code without binder | \$95 |
| 2. Supplement Services – printed pages | \$18.50/page |
| a. 8 ½" x 11" Format | |
| b. Single-column code | |
| 3. Online Code updates (if code hosted on our website) | \$1.50/page |

V. Code Hosting Options –

- | | |
|--|---------------|
| 1. Code hosted on American Legal Publishing
First year free | \$450./year |
| 2. Code hosted on San Juan County website – American Legal will provide a single searchable PDF file after every supplemental update | \$100./update |
| 3. Code hosted on San Juan County website – American Legal will provide individual searchable PDF files after every supplemental update. | No Charge |

VI. Terms (can be budgeted over two fiscal years)

- i. Forty Percent (40%) due upon acceptance of this agreement.
- ii. Forty Percent (40%) within 30 days of receiving the draft manuscript.
- iii. Balance 30 days after receiving delivery of the completed code.

American Legal Publishing Corporation
 525 Vine Street, Ste. 310
 Cincinnati, Ohio 45202

San Juan County
 P.O. Box 9
 Monticello, UT 84535

CODIFICATION AGREEMENT

August 11, 2020

San Juan County, a municipal corporation in the State of Utah (“Municipality”) and American Legal Publishing Corporation, (“Publisher”), an Ohio corporation, agree as follows:

I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following:
 - Apparent conflicts with referenced state and federal statutes and administrative regulations;
 - Repealed, renumbered, or obsolete state and federal statutes and administrative regulations;
 - Apparent conflicts with prominent federal case law; and Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the Municipality should consider including in the new code, and delete old provisions which are no longer necessary or which might be improper or unlawful.
 - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if available.
 - (d) At the option of the municipality, hold a manuscript conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of the municipal practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code.

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
 - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
 - (f) Parallel Reference Tables showing:
 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 2. A listing of code sections based on state statutes (Statute to Code).
 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
 - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the Municipality, within 3-6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this

Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.

- (9) Deliver to the Municipality, within 3 months of receipt of the corrected draft, up to 10 printed copies of the Code meeting the following specifications:
 - (a) Type to be single column, at the request of the Municipality
 - (b) Page size to be 8½" x 11"
 - (c) Printed on high quality paper
 - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (10) Provide a sample adopting ordinance to the Municipality.

II. THE MUNICIPALITY SHALL:

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher). (If the Municipality provides meeting minutes to the Publisher to review for legislation contained therein rather than actual ordinances or resolutions, there will be an additional charge of \$45.00 an hour to extract ordinances or resolutions from the minutes for use in the new code.)
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.
- (3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.

(4) (a) Pay to the Publisher:

Pay to the Publisher for shipping of the final code order as a base price, the sum of \$8,925.00 for its services set out in Section I, payable as follows:

- Forty percent (40%) due upon acceptance of this agreement;
- Forty percent (40%) within 30 days after submission of the manuscript and invoice;
- The balance 30 days after receiving final delivery of the printed Code books plus invoice.

(b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final page count of the code include more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	500 pages	\$18.50 per page

(4) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

III. OPTIONAL SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

(1) **Code Format:**

(a) Single-column format _____

(2) **Additional Copies of Code:** **number of copies** _____

The Municipality may purchase additional codes at (*circle one:*)
\$125 per copy with binder or \$95 per copy without a binder

(3) **Five year supplemental service plan:** _____

For a period of five years after delivery of the code:

(a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.

- 2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
- 3. Deliver to the Municipality, up to 10 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.

(b) The Municipality shall:

- 1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
- 2. Pay to the Publisher the sum of \$18.50 per reprinted single column page.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

If the code page contains an image (diagram, photograph, graph, etc.) or table, there is an additional \$10.00 per page charge.

- 3. Pay to the Publisher the sum of \$1.50 per online updated page, if option to host on American Legal publishing website option selected below.

- (c) Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(4) **Code Hosting options: Initial one option below:**

(a) Code hosted on American Legal Publishing website \$450 per year** _____
**First year free!

(b) Code hosted on San Juan County – single searchable PDF file provided after each supplemental update \$100. Per update _____

(c) Code hosted on San Juan County – individual searchable PDF files provided after each supplemental update No Charge _____

(5) **Printed copies of the recodified code (up to 10 included):** # _____

IV. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by December 31, 2020, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

SAN JUAN COUNTY, UTAH

AMERICAN LEGAL PUBLISHING CORPORATION

By _____

By _____

Title _____

Title _____

Date _____

Date _____



COMMISSION STAFF REPORT

MEETING DATE: September 15, 2020

SUBMITTED BY: Mack McDonald, Chief Administrative Officer

TITLE: Consideration of a Lease Agreement with the Town of Bluff for the Lease of 2,275 Square Feet within the Bluff Community Center for Senior Services located at 190 North 3rd East. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a motion approving the Lease Agreement with the Town of Bluff for the Senior Center located within the Community Center located at 190 North 3rd East.

SUMMARY

This is actually a renewal of the existing lease using a different format. The rates of the lease continue to be the same rate at \$450.00. The lease is for a 5 year period with the option to renew for an additional 5 years.

HISTORY/PAST ACTION

The previous lease has expired.

FISCAL IMPACT

\$450 a month or \$1,350 a quarter.

LEASE AGREEMENT

This LEASE AGREEMENT (this “Lease” or “Lease Agreement”) is made and entered into as of September 1, 2020 (the “Effective Date”), by and between the Town of Bluff, a Utah Municipal Corporation of the State of Utah (hereinafter referred to as “Lessor”), and San Juan County, a political subdivision of the State of Utah (hereinafter collectively referred to as “Lessee”). Lessor and Lessee may be referred to collectively as the “Parties” herein.

WITNESSETH:

WHEREAS, Lessee operates the San Juan County Bluff Senior Center; and

WHEREAS, Lessor, is the owner of real property located within Bluff Township a 190 North 3rd East, Bluff, Utah 84512 which is a mixed-use facility comprised of the Senior Center and the Town of Bluff Community Center ; and WHEREAS, Lessor has been and desires to continue to lease a portion of real property (the “Leased Premises,” as defined in Section 1 below) to the Lessee for the purpose of operating the San Juan County Bluff Senior Center; and

WHEREAS, the Bluff Service District and Lessee executed a previous lease on December 11, 2017 for the Leased Premises; and

WHEREAS, the Town of Bluff has since been formed requiring a new lease to be executed in the name of the Lessor;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

Section 1. Description and Use of the Leased Premises

Lessor hereby leases to Lessee 2,275 Square Feet within the Bluff Community Center comprising of the real property and premises: including parking areas located at 190 North 3rd East, Bluff and indicated and attached hereto as Exhibit A and incorporated herein and made a part hereof by this reference, including available parking on the real property on Exhibit A (collectively, the “Leased Premises”).

Section 2. Term

The term of this Lease shall be for five (5) years from the Effective Date and shall continue thereafter on a month-to-month basis as needed, with an option to extend the lease for an additional (5) years upon the mutual agreement by both parties through an amendment to the original executed lease agreement. Notwithstanding anything to the contrary herein, the term of this Lease shall terminate 5 years after the Effective Date unless renewed for an additional period of time.

Section 3. Rent

As of the effective Date, the rent that Lessee is obligated to pay Lessor under this Lease shall be \$450.00 (Four Hundred Fifty Dollars and No/100) a month, payable on or before the 30th day of the last month of each quarter for a total of \$1,350.00 (One Thousand Three Hundred Fifty Dollars and No/100) per quarter or, at the option of the Lessee, to Lessor at such place or places as may be designated in writing by the Lessor.

Section 4. Warranties of Title and Covenant of Quiet Possession and Enjoyment

Lessor warrants that he/she owns the Leased Premises and has full right to make this Lease. Lessor Covenants and agrees with Lessee that Lessee shall and may peaceably and quietly have, hold, and enjoy the Leased Premises during the term hereof.

Section 5. San Juan County Use Only

During the term of this Lease Agreement, Lessee shall use the Leased Premises as a public building and for the uses consistent with a San Juan County facility building comprised of a Senior Center. Lessee shall not use the building for any other purposes without the express prior written consent of the Lessor.

Section 6. Lessor's Personal Property and Fixtures

All personal property and fixtures placed in or upon the Leased Premises by Lessee shall not become part of the Leased Premises. Lessee shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

Section 7. Repair and Maintenance

Lessor's Responsibility: Lessor shall, at its sole cost and expense, perform all maintenance and make all repairs necessary to maintain the Leased Premises in a condition that is the same or better than the condition of the Leased Premises as of the Effective Date. Said items shall include, but are not limited to, roof, structure, building envelope, provide grounds and parking lot maintenance, including adequate parking lot lighting, electrical systems, windows and all other items which constitute a part of the Leased Premises. Lessor agrees to make timely repairs and have adequate and timely maintenance procedures. Lessor will keep the walks passable and walkable during operating hours Monday through Friday.

Lessee's Responsibility: Lessee shall maintain and be responsible for all kitchen equipment, ancillary systems, plumbing, air conditioning, heating, ventilation in the leased space. Lessee shall maintain interior paint and flooring. Lessee shall be responsible for the telecommunications lines, internet equipment, propane, water, sewer, and electricity supplies providing services to equipment installed by Lessee. Lessee shall

repair plumbing, electrical and associated fixtures within the leased space. Lessee is responsible for care to the exterior portion of the property used as a garden and eating area for Seniors. Lessee shall repair or replace any damage to the Leased Premises to the extent caused by the negligence of Lessee, its agents, employees, invitees or customers. Lessee shall provide the janitorial services for the Leased Premises for the term of this Lease.

Alterations of Leased Premises by Lessee: Lessee has the right to make alterations to the interior of the Leased Premises to accommodate systems furniture, computer and communications systems, and other related personal property and fixtures. In making said alterations, Lessee shall ensure that any alterations shall comply with local building codes and life safety requirements. During the term of the Lease Agreement, if in the judgment of Lessee, it becomes necessary to provide additional services to accommodate San Juan County, Lessor grants Lessee the necessary right or license to install such services to the Leased Premises. Such services, if installed, shall be installed and paid for by the Lessee. Lessee shall make no other alterations in the Leased Premises, except as provided herein, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Alterations of Leased Premises by Lessor: Lessor may make repairs, alterations, or improvements for the preservation, safety, or improvement of the Building or Leased Premises, provided that Lessor shall coordinate said work with Lessee so as not to disrupt Lessee's use of the Leased Premises and that such repairs or alterations do not increase the costs of operating and maintaining or lessen the ability of the Lessee to use the Leased Premises for County use.

Section 8. Taxes

Lessor shall pay all real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises if applicable.

Section 9. Condemnation

If all the Building or Leased Premises is taken or condemned, the Lease Agreement shall terminate effective as of the date of taking. If a portion of the Building or Leased Premises is taken or condemned and the remainder is, in either party's opinion, not economically or functionally usable, then the determining party shall notify the other of the termination of the Lease effective as of the date of taking. Any prepaid rent shall be immediately refunded to the Lessee.

Section 10. Right of Entry

The Parties acknowledge, understand, and agree that Lessor and any of its authorized agents may enter into and upon the Leased Premises with prior notice and approval by Lessee, for the purpose of inspecting the same, of posting notices of non-responsibility for alterations, additions or repairs, or for any other reasonable purpose, which approval shall not be unreasonably withheld.

Section 11. Assignment and Subletting

Notwithstanding anything herein to the contrary, Lessee may not assign or sublet this Lease nor rent out the space for events due to funding restrictions and regulations.

Section 12. Notices

All notices, demands or other writings under this Lease shall be in writing and shall be deemed delivered on the date of personal delivery or three days after it is deposited in the United States mail with postage prepaid and addressed as follows:

<p>To Lessor: San Juan County Attn: Aging and Adult Services 117 South Main Street, PO Box 9 Monticello, Utah 84535</p>	<p>To Lessee: Town of Bluff PO Box 324 Bluff, Utah 84512</p>
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Section 13. Utilities

The Parties acknowledge, understand, and agree that Lessee shall be solely responsible for all utility costs associated with the Leased Premises currently on separate meters as well as the garbage disposal. Lessee shall pay all costs associated with internet and telephone services to the leased space. Lessor shall prorate annual costs for water, and sewer which will be included in the quarterly lease rate.

Section 14. No Liens

Lessee shall keep the Leased Premises and every part thereof and all other improvements at any time located thereon free and clear of any and all mechanics, materialmen, and other liens for or arising out of or in connection with the work or labor done, services performed or materials or equipment used or furnished on the Leased Premises.

Section 15. Remedies Cumulative

All rights and/or remedies herein conferred on Lessor shall be deemed cumulative, and no one shall be exclusive of the other or of any other remedy inferred by law or equity.

Section 16. Default

In the event either party defaults in the terms or conditions of this Lease Agreement, the non-defaulting party must give written notice of the default to the defaulting party. Failure of the defaulting party to cure the default within fifteen (15) days from receipt of the written notice will allow the non-defaulting party to terminate this Lease Agreement.

Section 17. Insurance

Lessor agrees to keep the Leased Premises fully insured and to protect the same from damages or loss by all ordinarily insurable perils under an "all risk" insurance policy during the term of this Lease Agreement.

Lessee agrees to provide coverage for any personal property that it may place on and/or within the Leased Premises and for liabilities that may arise from Lessee's acts and/or the acts of Lessee's employees and agents arising out of or in connection with Lessee's use of the Leased Premises.

Section 18. Lessee's Option to Terminate

Lessee shall have the right, by written notice to Lessor given at least one month in advance, to terminate this Lease and surrender its lease hold interest to Lessor. Termination shall be effective on the date specified in Lessee's notice. On and as of the effective date of the termination, Lessee shall be relieved from all further liability for rental or otherwise hereunder and shall deliver possession of the Leased Premises to Lessor in accordance with the provisions of this Lease.

Section 19. Disposition of Improvements on Termination of Lease

On termination of this Lease for any cause, Lessor shall become the owner of any improvements remaining on the Leased Premises following the removal of those improvements required or permitted to be removed by Lessee pursuant to the terms of this Lease.

Section 20. Parties Bound

The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto, and all the parties hereto shall be jointly and severally liable for performance of their respective duties and obligations as described in this Lease.

Section 21. Time of the Essence

Time is of the essence of this Lease and of each and every covenant, term, condition and provision of this Lease.

Section 22. Survival of Terms, Provision, Promises, or Otherwise of This Lease after Termination

Termination of this Lease shall not extinguish or prejudice either Party's right to enforce this Lease with respect to any uncured breach or default of or under this Lease.

Section 23. Waivers or Modification

No waiver or failure to enforce one or more parts or provisions of this Lease shall be construed as a continuing waiver of any part or provision of this Lease, which shall preclude the Parties from receiving the full bargained for benefit under the terms and provisions of this Lease. A waiver or modification of any of the provisions of this Lease or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Lease cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

Section 24. Binding Effect; Entire Lease; Amendment

This Lease is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Lease, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Lease supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Lease. Neither this Lease nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Lease and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

Section 25. Severability

If any part or provision of this Lease is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Lease shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void

such part or provision in any other jurisdiction. Those parts or provisions of this Lease, which are not prohibited or unenforceable, shall remain in full force and effect.

Section 26. Authorization

The persons executing this Lease Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Lease Agreement, and that this Lease Agreement represents a binding and enforceable obligation of such Party.

Section 27. Authority; Counterparts; Electronic Signatures

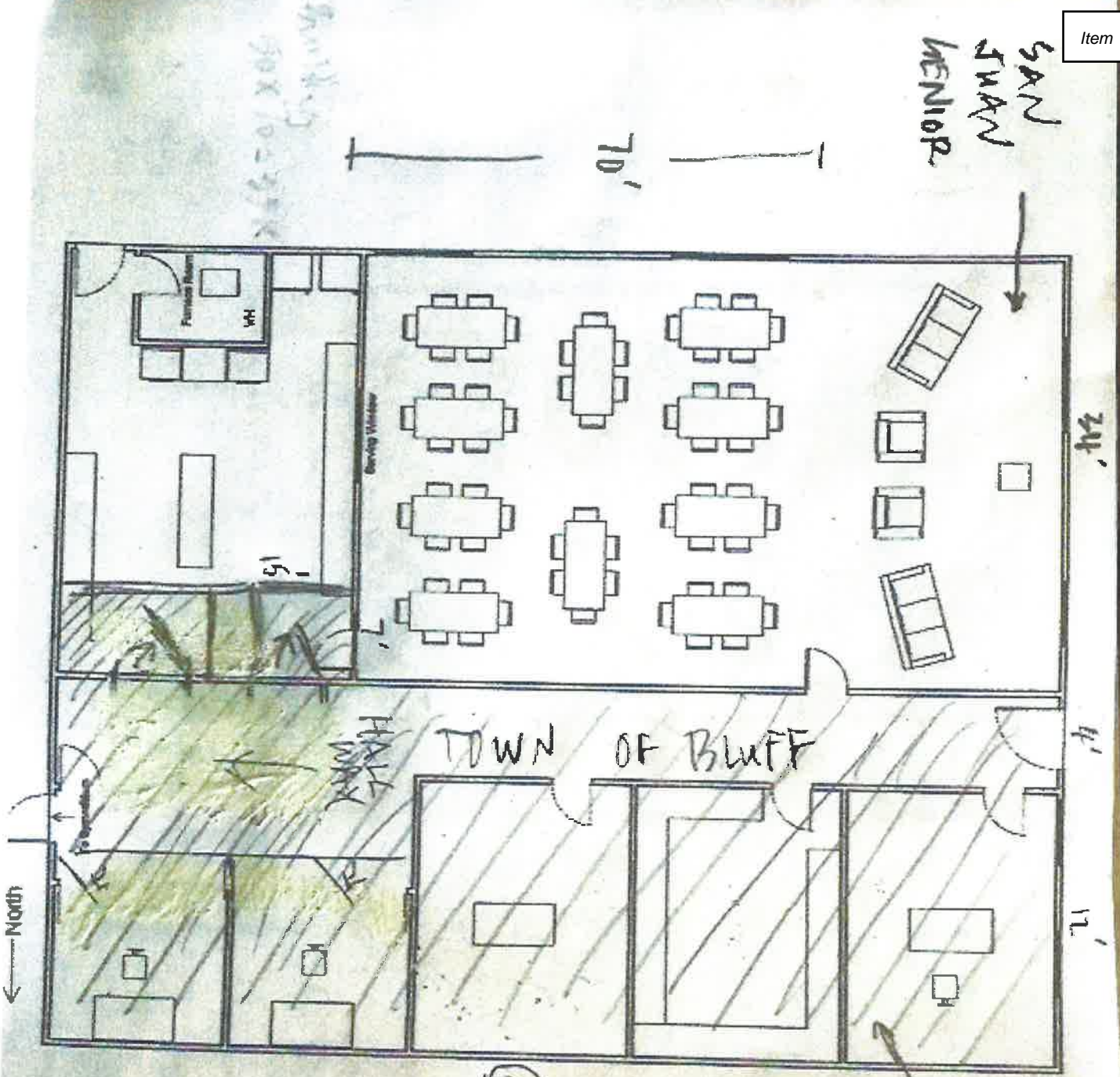
The Parties signing this Lease represent that they have been duly authorized by their respective principals and by all necessary corporate and public action to enter into and execute this Lease. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. For purposes hereof, facsimile and/or e-mail signatures hereon shall be treated the same as, and accorded the same legal significance as original signatures hereon.

In Witness Whereof, the Parties have executed this Lease to be effective on the day and year first above written.

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

<p>LESSOR</p> <p>By: _____ Kenneth Maryboy, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>John David Nielson San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>LESSEE</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Exhibit "A"
Leased Premises



30x10=300K

North →

41 Gwaty
 $24 \times 70 = 2,130$
 $2,130 - 105 = 2,025$
 MIPKTR
 2,025

BLUFF
 $10 \times 16 = 1,120$
 $1,120 - 105 = 1,015$
 1,015

50 FOOTAGE
 ↓

TOWN OF BLUFF



COMMISSION STAFF REPORT

MEETING DATE: September 15, 2020

SUBMITTED BY: Mack McDonald, Chief Administrative Officer

TITLE: Consideration of an Agreement with AJC Architects to perform a Feasibility Study for the Public Safety Building using CARES ACT FUNDS, Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a motion approving the Agreement with AJC Architects to perform a Feasibility Study for the Public Safety Building.

SUMMARY

The Feasibility Study is taking the original design for the Public Safety Building funded by the CIB, the revised design done by Archiplex and Hogan Construction and updating the design to today's building code requirements along with providing an analysis of what it would cost in today's construction market to fund the remodel. The remodel includes changes that would help separate a population of inmates if they contracted COVID-19 or any other communicable disease.

HISTORY/PAST ACTION

Design of the Public Safety Building Expansion

FISCAL IMPACT

\$42,500 of CARES ACT Funds



September 11, 2020

Mack McDonald, Chief Administrative Officer
 San Juan County
 P.O. Box 9
 117 South Main Street #221
 Monticello, Utah 84535

Via e-mail: mmcdonald@sanjuancounty.org

RE: San Juan County Justice Courts/County Sheriff Center Expansion Project Feasibility Study

Mack:

ajc architects and our consulting engineers are providing the following fee proposal to provide a Feasibility Study for the San Juan County Justice Courts /County Sherriff Center Expansion project. Based on the information you have provided, we understand the Scope of Work to be as follows.

Scope of Work

Provide a study to explore the possibility of an addition to the existing building.
 The existing building is approximately: 36,500 GSF
 New addition approximately 25,000 GSF – 35,000 GSF (two levels).

Services Provided

Architectural: **ajc architects**

Graphic and Narrative Site Analysis
 Zoning and Code Analysis
 Summary of Spaces Spreadsheet (for new addition)
 Diagrammatic Adjacency Studies
 Test Fit Floor Plan(s)
 Test Fit Site Plan
 Massing Study
 Architectural Narrative

Structural: **Reaveley Engineers + Associates**

Narrative for proposed structural system of new addition

Mechanical: **WHW Engineering Inc.**

Narrative on existing systems and proposed new systems.

Electrical: **BNA Consulting**

Narrative on existing systems and proposed new systems.

Civil: **Jones & DeMille Engineering**

Preliminary Site Plan
 Narrative on approach of proposed civil requirements (drainage, parking, utilities, etc.)

Cost Estimating: **Construction Control Corporation**

Utilizing drawings and narrative provided by the design team, provide an Order of Magnitude (Feasibility Level) Construction Cost Estimate.

Fee Proposal: \$42,500*

- Architectural: \$26,000
- Civil: \$ 2,000
- Structural: \$ 2,000
- Mechanical: \$ 4,500
- Electrical: \$ 5,000
- Cost Estimating: \$ 3,000

Fee includes: (1) Site visit for Architectural (2 People)
 (1) Site visit for Mechanical (1 person)
 (1) Site visit for Electrical (1 person)
 (1) Site visit for Civil (1 person)

All other meetings will be via GoToMeetings.

Items Provided by Client

Existing Conditions Construction Documents*
 Drawings completed previously of Addition/Renovation that was not constructed

* Fee is based on receiving these documents. If these documents are not available, an additional **\$ 5,000** will be required to field verify the existing floor plans and create base plans for use with the Feasibility Study.

Deliverables

Final Feasibility Study Document (to be provided electronically via pdf)

Items Excluded

- Landscape
- Fire Suppression
- LEED Documentation/Certification
- Meetings on site beyond (1) per discipline listed above
- Hard Copy Prints
- Renderings

We appreciate this opportunity to work with you and San Juan County. Please review this proposal and let me know if you have any questions or need any additional information regarding this proposal.

Sincerely- Jill A. Jones, AIA LEED® AP BD+C
 Principal Architect, **ajc architects**



STANDARD SERVICE PROVIDER CONTRACT

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

Service Provider:	AJC Architects P.C.	Contact Phone Number:	(801) 466-8818
Contact Person:	Jill Jones	Contact Email Address:	jjones@ajcarchitects.com
Address:	703 East 1700 South, Salt Lake City, Utah 84105	Type of Service:	Feasibility Study for the San Juan County Public Safety Building

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

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, desires to provide the contractual services under this contract.

The parties therefore agree as follows:

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

Provide a study to explore the possibility of an addition to the existing building.
 The existing building is approximately: 36,500 GSF
 New addition approximately 25,000 GSF – 35,000 GSF (two levels).

2. Compensation.

- A. Upon the Service Provider’s completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider \$42,500.00.
- B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
- C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
- D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
- F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

3. Effectiveness, Date, and Termination. This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature). This contract will terminate on December 31, 2020 at 11:59 p.m.

4. Early Termination.

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

5. Warranties.

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

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

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

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

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

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

<u>San Juan County</u>		<u>Service Provider</u>
San Juan County Attn: 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	AJC Architects P.C. 703 East 1700 South Salt Lake City, Utah 84105

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

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

11. **Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:

- A. Any discretion granted under this contract;
- B. Any right to satisfy a condition under this contract;
- C. Any remedy under this contract; or
- D. Any obligation imposed under this contract.

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

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

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

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

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

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

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

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

Item 15.

<p>SAN JUAN COUNTY</p> <p>By: _____ Kenneth Maryboy, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>John David Nielson San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>AJC ARCHITECTS P.C.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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MEMORANDUM OF UNDERSTANDING BETWEEN

**SAN JUAN COUNTY
AND
PUBLIC LAND MANAGEMENT**

This Memorandum of Understanding (MOU), while not a legally binding document, indicates a voluntary agreement to assist in the implementation of the goals described in the San Juan County San Juan Strong Recreate Responsibly Campaign.

Overall Project Goals, Services and Outcomes: The San Juan Strong Recreate Responsibly Campaign is designed to address the public land visitation impacts as observed:

- In that San Juan County, due to COVID-19, is experiencing a new visitor demographic.
- In that this new visitor demographic has comparatively less experience with visiting public areas such as offered in San Juan County.
- In that these new visitors are spending less dollars to support our local economies
- In that these new visitors are less familiar with traditional Leave No Trace principles.
- As an overall effort to educate the new visitor, and develop a collaborative campaign with all the Public Land Agencies represented in San Juan County.
- With outcomes including:
 - Creative collateral – filming, video series, social media posts, map creation, visitor facing collateral
 - Development of a Virtual Visitor Guide to house creative collateral
 - Digital Campaign & Media buys – social media, online news and radio outlets

Timeline: This MOU shall begin immediately upon both parties signature agreement. The overall project execution will begin in 2020 with content creation and initial in-market campaigns, and will integrated into 2021’s marketing efforts (Jan-Dec).

Roles and Responsibilities: San Juan County:

- Provide project funding, vision, and leadership
- Strategize marketing and distribution
- Content Creation and media buys

Roles and Responsibilities: Partnering Agency:

- Provide messaging guidance
- Waive permitting and other related fees
- Assist with distribution of content as outlined in campaign strategy
- Provide assets (i.e. logos, branding requirements, overlays, etc) and content feedback within a reasonable timeframe

Termination: This MOU may be terminate by either party, for any reason, by providing 30 days’ written notice.

San Juan County Representation

Signature: _____

Printed Name: _____

Title & Department: _____

Date: _____

Partnering Public Land Management Agency

Signature: _____

Printed Name: _____

Title & Agency: _____

Date: _____

Primary residence BOE 2020
SAN JUAN COUNTY
August 31 & September 1

1 Harry Frost 000230220610

The assessor inspected what appeared to be a new structure on this parcel found it to be a storage building not a residence so the value was reduced from \$50,000 to \$12,000 and one acre of the lot was designated a residential lot at a value of \$8,000 with the remaining acreage valued at \$18,025.

#2 P C Black Investments B0000052002B

This is a commercial building on main street in Blanding. Mr. Black told the hearing officer that he had lost long term renters from this building and felt that its value had been reduced. The hearing officer used the income method of valuation based on the figures that Mr. Black had provided. The value he came up with was \$280,500 which reduced the market value from \$323,800 to \$280,500.

#3 P C Black Investments 001370000010

This is a commercial building housing the Credit Union. Based on the information given by Mr. Black the hearing officer used the income method to estimate the value and found the current valuation to be correct. No change was recommended.

#4 David M. Bieber 32S23E254200

Mr. Bieber requested that he be given the primary residential discount because this is his primary residence. The property was inspected by the assessor who believes this to be the case and recommends this be changed to the primary residence.

#5 John C Slavens B00000110040

In speaking with Mr. Slavens it was determined that this remodeled home was the primary resident of Mr. Slavens parents and should receive the primary residential discount. After receiving the actual square footage of the house and garage the value was recalculated using the corrected figures. The Market value of the house is \$995,375 and the garage value is \$71,230.

#6 Kedric Redd B36220347208

After inspection of the building and checking costs of metal buildings it was determined the value of this building should be \$70,080 plus the land and other building that remained unchanged.

#7 Sandra Storm A000000L003B

This parcel was changed to secondary because of the out of state mailing address. It was determined that this is the primary residence of Ms. Storm and should be given the Primary residential discount. Change back to primary residence no value change.

#8 Gary Bayles B00000070030

This was valued as a vacant lot. Mr. Bayles called and said it had a mobile home on the lot. We agreed to put the mobile home on the lot with a value of \$5,000 and the value of the lot would remain the same and receive the primary residential discount.

#9 Bryon Powell 000030000030

Mr. Powell called and said this was his primary residence, but they traveled much of the time. This is a duplex and they rent half of it out on a nightly basis. It is recommended that we make 50% nightly rental and 50% primary residence. No change in the value.

#10 Betsy Mcomie 40S22E301201

Change AG land to Greenbelt. No value change.

#11 Andy Bayless B36220274868

This property was reclassified as nightly. After a conversation with the owner it was determined that it is a primary residence and the basement is rented as a full time rental and not nightly. Recommendation to return to primary residence no value change.

#12 Joshua G. Jones 36S26E277200

Mr. Jones called and said this was his primary residence and he receives his mail in Dove Creek because it is the most reliable for him. Recommend return to primary residence no change in value.

#13 Local Building Authority B36220341204

This is property owned by the county and is exempt from taxation. Purchased 3/6/19.

#14 Kurtis Pugh 36S22E231206

Mr. Pugh split his parcel into two parcels. This parcel retained the residential house. The house and lot value remain the same and receive the residential discount.

#15 Kurtis Pugh 36S22E231210

This parcel is the half of a split parcel and has a commercial building and a commercial lot. Vacant lot was removed from this parcel and the commercial building and lot value remain the same. No value change.

#16 Kent Somerville A0000007001C

Based on purchase price the assessor's value is correct.
Recommend no change.

#17 Utah State University B36220347214

This property was purchased by Utah State University and is exempt from taxation.

#18 Sonderegger Holdings A33230312401

Change classification from Ag land to Greenbelt no value change.

#19 Kim Breitenbach 000400000080

This property is rented nightly but only a bedroom is rented. Based on the space rented \$13,000 was added to the primary residence and \$13,000 was removed from the nightly rental value. Market value for house is \$302,230 and market value for the rental is \$19,000.

#20 Harold Keylon B0000024004D

This parcel is land locked and only has access through the lots surrounding it. It was valued as a buildable lot in the reappraisal of Blanding lots. It is recommended it be revalued at \$3,000.

#21 Larry Crist 000590000040

Owner lives in Colorado. Remove the Primary Residential Discount. No value change.

#22 Nyle Rhett Adair 000090000070 & 000090000080

These two lots have the same owner but the improvements are attached to the wrong lot. It has been requested that this be corrected and the improvements be placed correctly. No change in value.

#23 Earl D. Johnston 26S22E354211

New storage units were built on this property. The value of these needs to be added to this lot at \$4,000 per unit.

#24 Robert Wood 36S22E236001

This property was recoded as a nightly it is not a nightly rental. Change back to primary residential. No value change.

#25 Alma DeMille 000360000030

Mr. DeMille thought that if you lived half the year in two different houses you could get the primary residential discount in both houses. You can only have one residential discount per owner in Utah. No change to this property.

#26 Martin Numbers B36220276607

After talking to Mr. Numbers, it was agreed that the land value was correct but the mobile home value should be reduced to a salvage value of \$3,000. The recommendation is to value the mobile home at \$3,000 and the land at \$18,850.

#27 Martin Numbers 37S22E063001

This property has access issues. In the winter when the weather is wet or snowy it can not be accessed. It was purchased from and owner builder and there are questions about the quality of the structure the assessor will meet with Mr. Numbers to discuss these issues and reappraise.

#28 Karl Knapp 31S23E366000

Reappraise this land at \$1,000 per acre to match other acreage in the area. Recommendation raise to \$1,000 per acre.

#29 Kenneth Graham 31S25E222400

It was assumed that progress had been made on this project in the last five years so the value was raised. Mr. Graham called and said he had retired and was now going to spend time to finish the improvements. Recommend that this value be put back to the 2019 value of \$5,000.

#30 Gary Guymon 35S23E316000

This property has some cabins built on it; they were valued as though 100% complete after inspection they were found to be only 50% complete. Recommended to reduce value by 50% for the cabins until complete. All other values remain the same.

#31 Blanding Super Splash B36220347209

This property was appraised by the state tax commission several years ago and substantially increased. The owner felt that this year's increase was unfair because none of the other commercial properties had been reappraised as recently as this property. Recommend that this property be returned to the 2019 value.

#33 San Juan County C40210250611

This property is owned by San Juan County and is exempt from taxation.

#34 Charles W. Nelson C40220196600

This is mostly rocks and cliffs and not of any use. It is recommended that it be valued at \$1,000 per acre.

#35 Karl Knapp 31S23E362400

Mr. Knapp moved to this property and claims it as his primary residence. Recommended that it be change from secondary property to primary residential property with no value change.

#36 Jody Lyman 36S22E236601

This property has a small cinder block building with a roof that is caved in, the build is structurally sound but the roof needs to be replaced. Recommend that the value be set at 2019 value of \$7,000.

#37 Jody Lyman 000240000000

Mrs. Lyman purchased this property but it was split at the time of purchase and the commercial build was retained by the previous owner. Mrs Lyman was taxed for this building in error. Recommend that building be removed from Lyman property and placed on previous owner property and billed to him. Value of building \$169,500 and value of land \$48,560.

#38 Thomas E Redd Trustee 000240000010

Mr. Redd sold some of this property but retained a building and 2 acres. The building and land were not part of the sale but were being taxed by the new owner. The building and land need to be taxed by Mr. Redd. Recommended market value of building be \$169,500 and land \$48,4560, be added to this parcel and Mr. Redd be billed for the back taxes for 2019.

#39 Kristi Young 000230220680

This property was changed to secondary property because of the California mailing address. Ms. Young attended BOE and explained that this is her only residence and she never lived in California. She purchased the property for \$74,000 as is. The property was very run down and had been vacant for several years. Recommendation is change from secondary to primary and change the value of the house from \$58,530 to \$46,920 making the total value \$74,000 which was the purchase price.

#40 Eric B. Niven 000630000100

This property should be valued as a nightly rental as advertised. Recommended that there be no change.

#41 Phil Lyman B0000028004A

Mr. Lyman requested that we revalue the building based on age, condition and size. He gave information on the income from this building and the hearing officer used this information to calculate the value using the income method. Recommended that the value be reduced from \$186,495 to \$153,000.

#42 Quality Manufacturing A00220030010

After obtaining the correct building size and researching current building prices, the hearing officer recommended the following values of \$94,560 for the metal building and land value remain the same at \$14,000.

#43 Bluff Dwellings C40220196601

Due to topography issues it is recommended that the secondary acreage be valued similarly to the parcel across the highway at \$1,000 per acre. Recommended the value be reduced from \$30,000 to \$12,000.