

BOARD OF COMMISSIONERS MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers February 06, 2024 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meet link:

https://us02web.zoom.us/j/88279631170 One tap mobile +13462487799,,88279631170# US (Houston)

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

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

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

- 1. Approval of the January 16, 2024 Commission Work Meeting Minutes
- 2. Approval of the January 16, 2024 Commission Meeting Minutes
- 3. Approval of all the funds for January 10th to January 30th, 2024 A/P Check Register
- 4. Approval of the 2024 Basic Emergency Operations Plan
- 5. Approval of the 2024 Mexican Hat 7-Eleven Beer Renewal Application Resort Retailers

- 6. Approval of the 2024 Sunrise Trading Montezuma Creek Store Beer Renewal Application
- 7. Approval of the January Small Purchase of \$10,995.00 for Sheriff Department CVSA Dell Computer
- 8. Approval of the Memorandum of Understanding with the Utah Attorney General's Office for Assistance on a 1st Degree Murder Case.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

- 9. Presentation and Recommendation of a Board Member to the Grand County Water Conservancy District (GCWCD). Ben Musselman, Agency Manager, Grand Water & Sewer Service Agency
- 10. Presentation for the Annual Open and Public Meetings Act, Government Records Access and Management Act (GRAMA), and Conflict of Interest Training. Jens Nielson, County Attorney

BUSINESS/ACTION

- 11. Consideration and Approval of the 2024 Wildland Fire Program Participating Commitment Between San Juan County and Utah Division of Forestry, Fire and State Lands. David Gallegos, Fire Chief
- 12. Consideration and Approval of the 2024 San Juan County Senior Center Policy and Procedure Manual. Tammy Gallegos, Director of Aging Services
- 13. Consideration and Approval for the State of Utah HAVA Grant Funding Award for the Purchase of a DS300 Ballot Tabulating Machine for San Juan County. Lyman Duncan, County Clerk/Auditor
- 14. Consideration and Approval for the Rural Opportunities Grant Contract with the State of Utah Governor's Office of Economic Opportunity. Elaine Gizler Economic Development and Visitor Services
- 15. Consideration and Approval of the Letter of Support for Southeast Utah Association of Local Governments Aviation project with Utah State University. Elaine Gizler, San Juan County Economic Development and Visitor Services.
- 16. Consideration and Approval of the Letter of support for the San Juan County BDO Zone Designation, Elaine Gizler, San Juan County Economic Development Director
- 17. Consideration and Approval of the Rainbow Sign and Banner, Inc Contract for San Juan County Wayfinding Signs, Elaine Gizler San Juan County, Economic Development and Visitor Services Director
- 18. Consideration and Approval for the Letter of Support for Seerstone Development LLC, Presented by Elaine Gizler, San Juan County Economic Development and Visitor Services Director

- 19. CONSIDERATION AND APPROVAL OF AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE AND GENERAL UTILITY EASEMENT TO ROCKY MOUNTAIN POWER. Mack McDonald, Chief Administrative Officer
- 20. Consideration and Approval of the Standard Contract Agreement with ETJLaw, Inc. for Bond Counsel Services. Mack McDonald, Chief Administrative Officer
- 21. Consideration and Approval of the Notice of Award for San Juan County Public Safety Building Remodel Project Design and Construction Administration Services to ajc architects. Mack McDonald, Chief Administrative Officer
- 22. Consideration and Approval of a Letter of Support for the 2024 Utah Department of Transportation Grant Request to the United States Department of Transportation for Trail Planning. Mack McDonald, Chief Administrative Officer
- 23. Consideration and Approval of the Memorandum of Understanding Between Utah State University Preschool Development Grant Activity #5 (PDGA5) Project and San Juan County's Health Department. Grant Sunada, Public Health Director
- 24. Consideration and Approval of the Bailment Agreement Between Utah State University Preschool Development Grant Activity #5 (PDGA5) Project for San Juan County's Health Department. Grant Sunada, Public Health Director

COMMISSION REPORTS

ADJOURNMENT

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

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



BOARD OF COMMISSIONERS WORK SESSION MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers January 16, 2024 at 9:00 AM

MINUTES

The public will be able to view the meeting on San Juan County's Facebook live, our Youtube channel or through Zoom Meeting https://us02web.zoom.us/j/82171709527 Meeting ID: 821 7170 9527

Audio: https://www.utah.gov/pmn/files/1074815.mp3

Video: www.youtube.com/watch?v=glUFxsGYXQw&list=PLFB2nKz9l9zniU_F92-iEpVLa_23bADfF&index=1&t=499s

CALL TO ORDER

Time Stamp 0:00:04 audio & 0:07:26 video

Commission Chair Jaime Harvey called the meeting to order at 9:07 a.m.

ROLL CALL

Time Stamp 0:00:50 audio & 0:08:21 video

PRESENT

Commission Chair Harvey Commission Vice Chair Stubbs Commissioner Bruce Adams

STAFF

Mack McDonald, County Administrative Officer (CAO) Lyman W. Duncan, Clerk/Auditor

AGENDA ITEMS

1. Presentation by Kigalia Fine Arts Council, Ellen Williams

Time Stamp 0:01:20 audio & 0:08:42 video

Ellen Williams, President of Kigalia Fine Arts Council, gave a short presentation on the value of the Fine Arts in a person's life. Communities who support the arts are more vibrant, have more community pride, and help retain employees and families in the community.

2. Presentation for Heat and Weatherizing by SEUALG staff

Time Stamp 0:18:09 audio & 0:25:31 video

Lynisa Jiménez, staff member, spoke about the HEAT program. County residents can apply one time per year, and propane gas and wood are allowable energy types. There is a short application to be completed by residents. The HEAT staff is in the county for one week a month, but can be contacted through phone calls, emails, and by mail. The Navajo Nation sponsors LIHEAP, and if county residents apply with the Navajo Nation program, they are then ineligible to apply for the State of Utah HEAT program.

Chris Allred, SEUALG staff member, Weatherization energy technician, spoke about the program and the opportunities for local residents to apply for. The staff assesses health & safety issues; such as carbon dioxide monitors, electrical outlets testing and provide insulation, double pane windows, doors, and other upgrades to applicants. The program cannot provide upgrades to the structural basis of the home. He also provides the Crest program for elderly residents and families with children under the age of five years, who experience a crisis which needs immediate action such as heater repairs, hot water repairs, and AC repairs.

3. Discussion of Potential Senior Center Policies. Tammy Gallegos, Aging Services Director

Time Stamp 0:48:08 audio & 0:55:50 video

Tammy Gallegos, Aging Services Director, presented the potential Senior Center Policies for the commission to discuss. The manual has been available for several years, but it needs an update in policy and procedures. The manual has included a participants or Code of Conduct section. The County policies supersede these Senior Center policies, but they do complement each other. The Policies will be forwarded to the legal department for review.

Commissioner Adams spoke of being asked by Treasurer Oaks to support a letter objecting to foreign "actors" purchasing Public Lands. The other Commissioners agreed to lend their support.

ADJOURNMENT

Time Stamp 1:01:37 audio & 1:08:48 video

Commission Chair Harvey called for the meeting to be adjourned at 10:08 a.m.

Motion made by Commissioner Stubbs, Seconded by Commissioner Adams. Voting Yea: Commission Chair Harvey, Commissioner Adams, Commissioner Stubbs *The Board of San Juan County Commissioners can call a closed meeting at any time during the Regular Session if necessary, for reasons permitted under UCA 52-4-205*

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

APPROVED:		DATE:	
	San Juan County Board of County Commissioners		
ATTEST:		DATE:	
	San Juan County Clerk/Auditor	·	



BOARD OF COMMISSIONERS MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers January 16, 2024 at 11:00 AM

MINUTES

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

Audio: https://www.utah.gov/pmn/files/1076021.mp3

Video: https://www.youtube.com/watch?v=TTpNMAN55uU

CALL TO ORDER

Time Stamp 0:00:04 (audio & video)

Commission Chair Jaime Harvey called the meeting to order at 11:00 a.m.

ROLL CALL

Time Stamp 0:00:28 (audio & video)

Commissioner Harvey noted the roll call.

PRESENT

Jaime Harvey Silvia Stubbs

Bruce Adams

STAFF

Mack McDonald, Chief Administrative Officer (CAO) Lyman W. Duncan, Clerk/Auditor Elaine Gizler, Economic Development & Visitor Services Director Mitch Maughan, County Deputy Attorney Jed Tate, Landfill Manager

INVOCATION

Time Stamp 0:00:48 (audio & video)

Commission Chair Harvey offered the invocation prayer.

PLEDGE OF ALLEGIANCE

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

Commission Chair Harvey led the Pledge of Allegiance.

CONFLICT OF INTEREST DISCLOSURE

Time Stamp 0:03:34 (audio & video)

Commission Chair Harvey asked if any conflicts of Interest existed among the three elected officials. All three stated there were not any conflicts.

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meet link https://us02web.zoom.us/j/87155847636 Meeting ID: 871 5584 7636 One tap mobile +12532050468,,87155847636# US

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

Time Stamp 0:03:59 (audio & video)

None was offered in the meeting or online.

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.

Time Stamp 0:04:19 (audio & video)

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Stubbs. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

- 1. Approval of the December 23, 2023 to January 9, 2024 Check Registers
- 2. Approval of the December 19, 2023 Commission Meeting Minutes
- 3. Approval of the December Small Purchases of \$9,727.62 for San Juan County Landfill Diesel Fuel Purchase, \$12,043.00 for San Juan County Public Safety Building Sewer Grinder, and \$67,300 for Cal Black Airport Parts and/or Service Estimate to Disassemble and Dispose of Batteries.
- 4. Approval of the San Juan County TB Prevention and Control Amendment #7 with the State of Utah Department of Health and Human Services.

- 5. Approval of the COVID-19 San Juan County Vaccine Supplemental Support Funding, Amendment #3 Contract with the State of Utah Department of Health and Human Services.
- 6. Approval of San Juan County Preschool Development Grant B-5 Activity 6- 23-25 Amendment #1 with the State of Utah Department of Health and Human Services.
- 7. Approval of San Juan County Public Health Infrastructure 2023 Amendment #1 with the State of Utah Department of Health and Human Services.
- 8. Approval of COVID-19 San Juan County Paycheck Protection Program and Healthcare Enhancement Act (PPPHEA) Expansion 2021 Amendment #3 with the State of Utah Department of Health and Human Services.
- 9. Approval of the 2024 Contract with Jones & DeMille Engineering to Perform Limited Building Inspection Services.

BUSINESS/ACTION

10. Consideration and Approval of the Motorola Solution, Inc. Service Agreement and San Juan County Sheriff Department. Lehi Lacy, San Juan County Sheriff

Time Stamp 0:08:10 (audio & video)

Mack presented the Motorola Solution Subscription Agreement for the Commission to review and approve. This is the final piece in the migration of local 911 services to the Price 911 Center. The Commissioners spoke at length about the geographic coverage and the county landmarks, which the Price staff often makes mistakes when sending ambulance or law enforcement services to certain locations.

Motion made by Commissioner Stubbs, Seconded by Commission Vice-Chair Adams. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

11. Consideration and Approval of the 2024 La Sal Transfer Station Electrical Contract, Jed Tate, Landfill Manager

Time Stamp 0:17:12 (audio & video)

Jed Tate, Landfill Manager, presented the Electrical Contract for the La Sal Transfer Station for the Commission to review and approve. The contract is for extending electrical infrastructure to the La Sal Transfer Station.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Stubbs. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

12. Consideration and Approval of the Utah Outdoor Recreational Trails Matching Grant Fund Contract with San Juan County. Elaine Gizler Economic Development and Visitor Services Director.

Time Stamp 0:20:08 (audio & video)

Elaine Gizler, Economic Development and Visitor Services Director, presented the 2nd part of the Utah Outdoor Recreational Trails Matching Grant Contract for the Commission to review and approve. Elaine believes that the construction for the trail might kick off this year, but deer migration, plants flowering, and other related items might delay the trail from proceeding forward very quickly.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Stubbs. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

13. Consideration and Approval of Comments on Sage-grouse RMP Amendment/EIS. Nick Sandberg, Public Lands Coordinator

Time Stamp 0:26:40 (audio & video)

Nick Sandberg, Public Lands Coordinator, presented the comments for the Bureau of Land Management (BLM) Sage-Grouse Resource Management Plan (RMP) Amendment letter, for the Commission to review and approve. The Gunnison Sage-Grouse Resource Management Plan has been ongoing for over a decade. The current BLM RMP will affect mineral and oil and gas ownership claims throughout the northern part of the county. Commissioner Adams is perplexed that the Sage-Grouse habitat area happens to be only on private property, but not on the federal lands! Private property consists of 6% of all of San Juan County; the remaining 94% is under federal management.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Stubbs. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

14. Consideration and Approval of the Letter of Request for the Meeting Draft Bears Ears Plan. Nick Sandberg, Public Lands Coordinator

Time Stamp 0:44:55 (audio & video)

Nick Sandberg, Public Lands Coordinator, presented the Letter of Request for the Meeting Regarding the Draft for the Bears Ears Plan, for the Commission to review and approve. Commissioner Adams asked Nick to look into creating a letter supporting the blocking of "bad actors" from purchasing US land.

Motion made by Commissioner Stubbs, Seconded by Commission Vice-Chair Adams. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

15. Consideration and Approval of the Multi-County Appraisal Trust Software PUMA Program for the County. Rick Meyer, County Assessor

Time Stamp 0:049:35 (audio & video)

Rick Meyer, County Assessor, presented the PUMA User Agreement for the Commission to review and approve. The Assessor's Office has been using the software for 2 years and the new

agreement substantially reduces the counties contract price. The savings from using the Puma Software will reduce the overall cost of software for the assessor's office.

Motion made by Commissioner Stubbs, Seconded by Commission Vice-Chair Adams. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

16. Consideration and Approval of the Uncollectible Accounts from 2009 to 2014 State Statue Removal. Rick Meyer, County Assessor

Time Stamp 0:55:52 (audio & video)

Randy Rarick, Deputy Assessor, presented the 2009-2019 Uncollectible Personal Property Accounts actions for the Commission to review and approve. Per the handouts: The accounts highlighted in red are not collectible because of state law, the accounts highlighted in green, will need to go before a judge to seek a judgement against the property owner (hence, uncollectable), the highlighted pink column is eligible for collection and efforts are underway to do so.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Stubbs. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

17. Consideration and Approval to Refund Over-Paid Past-Due Personal Property Accounts from 2023. Rick Meyer, County Assessor

Time Stamp 01:17:24 (audio & video)

Randy Rarick, Deputy Assessor, presented the Overpaid Personal Property Tax accounts for the Commission to review and approve. State of Utah code requires the refunding of the overpayments as soon as possible.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Stubbs. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

18. Consideration and Approval for the refund of \$1,800.00 from 2018 to 2019 Personal Property Taxes for Canyonlands. Rick Meyer, County Assessor

Time Stamp 1:29:15 (audio & video)

Rick Meyer, County Assessor, presented the refund for the Canyonlands Needles Outpost for the Commission to review and approve. SITLA owned the land for many years; during which the business property was leased out to various businesses, including the Needles Outpost. The Nature Conservancy bought the property in 2018, and was then responsible for the real property and personal property taxes. The money is to be refunded to the Needles Outpost, and the Nature Conservancy will be billed instead.

Motion made by Commissioner Stubbs, Seconded by Commission Vice-Chair Adams. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs 19. Consideration and Approval of the Professional Services Agreement with Jviation, A Woolpert Company, LLC and San Juan County for the 2024 Cal Black Airport Automated Weather Observing System (AWOS) Upgrades. Mack McDonald, Chief Administrative Officer

Time Stamp 1:38:42 (audio & video)

Mack McDonald, CAO, presented the Professional Services Agreement with Jviation, LLC for the Commission to review and approve.

Motion made by Commissioner Stubbs, Seconded by Commission Vice-Chair Adams. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

20. CONSIDERATION AND APPROVAL OF AN ORDINANCE TO AMEND THE SAN JUAN COUNTY ZONING ORDINANCE TO CLARIFY THAT SHORT-TERM RENTAL USE IS PROHIBITED IN THE SPANISH VALLEY RESIDENTIAL (SVR) DISTRICT. Mack McDonald, Chief Administrative Officer

Time Stamp 1:42:46 (audio & video)

Mack presented the Ordinance to amend the County Zoning Ordinance to clarify that Short-Term Rental Use is prohibited in the Spanish Valley Residential (SVR) District for the Commission to review and approve.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Stubbs. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

21. Consideration and Approval of a Settlement Agreement and Release Made Between San Juan Rentals, LLC and JPKrantzMoab, LLC and San Juan County. Mack McDonald, Chief Administrative Officer

Time Stamp 1:50:02 (audio & video)

Mack presented the settlement agreement for the Commission to review and approve. The agreement allows the two developers to continue either as Overnight Rentals or to develop the property.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Stubbs. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

22. CONSIDERATION AND APPROVAL OF AN ORDINANCE REPLACING AND AMENDING THE PROCESS FOR APPEALS OF LAND USE DECISIONS. Mack McDonald, Chief Administrative Officer

Time Stamp 1:46:30 (audio & video)

Mack presented the consideration and approval of an ordinance replacing and amending the process for appeals of land use decisions. The State of Utah Code is requiring that all land use decisions are sped up and resolved quickly for the benefit of the developers.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Stubbs. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

23. Consideration and Approval of the Notice of Award for Bond Counsel Services to ETJLaw, Inc. for the San Juan County's Municipal Building Authority's Issuance of Non-Voted Lease Revenue Bonds to be Purchased by the Permanent Community Impact Fund Board. Mack McDonald, Chief Administrative Officer

Time Stamp 1:52:07 (audio & video)

Mack presented the Notice of Award for Bond Services with ETJLaw for the Commission to review and approve. The Project is for the County Safety Building remodel.

Motion made by Commissioner Stubbs, Seconded by Commission Vice-Chair Adams. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

24. Consideration and Approval of an Intergovernmental Agreement with South Central Planning and Development Commission and San Juan County for Permitting and Planning Systems Software. Mack McDonald, Chief Administrative Officer

Time Stamp 1:53:45 (audio & video)

Mack presented the Intergovernmental Agreement for usage of Permitting & Planning Systems Software for the Commission to review and approve. The public can use the software (posted on the county website) to pay for permits and licenses.

Motion made by Commissioner Stubbs, Seconded by Commission Vice-Chair Adams. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

COMMISSION REPORTS

Time Stamp 1:59:42 (audio & video)

Commissioner Adams will be participating in the Utah Legislative Session over the next six weeks.

Commissioner Stubbs has been busy with FEMA and legislature training. She recently participated in the Seven County AOG meeting. She will also be at the State Capital Building for the 2024 legislative session.

Commissioner Harvey was planning on attending the Mexican Water Chapter, but due to the inclement weather, the meeting was cancelled. The Red Mesa Chapter House Meeting is today, the Aneth Chapter House meeting is on the 19th. He will also be attending the legislative sessions.

ADJOURNMENT

Time Stamp 2:06:34 (audio & video)

Meeting adjourned at 1:07 p.m.

Motion made by Commission Vice-Chair Adams, Seconded by Commissioner Stubbs. Voting Yea: Commission Vice-Chair Adams, Commissioner Harvey, Commissioner Stubbs

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

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

APPROVED:		DATE:
	San Juan County Board of County Commissioners	
ATTEST:		DATE:
	San Juan County Clerk/Auditor	

Daves Nove	Reference	Invoice	Invoice	Payment	A 4	D	1 adv AA	Activity
Payee Name Abbott Laboratories	Number 127577	Number 617851956	<u>Ledger Date</u> 12/31/2023	Date 01/16/2024	Amount 665.77	<u>Description</u>	Ledger Account	Code
Abbott Laboratories Abbott Laboratories	127577	617851956	12/31/2023	01/16/2024	665.77	- 3 3	104679610 - Miscellaneous Supplies 104680610 - Miscellaneous Supplies	
7 ISSUE EUSOFACORIOS	127077	017001000	12/01/2020	01/10/2021	\$1,331.54	2007.tg.i.ig	10 10000 10 Milosolianoodo Cappillos	
				-				
					\$1,331.54			
Acumen Fiscal Agent LLC	127623	48912, 49355	01/23/2024	01/29/2024	3,437.18	SJC Aging	104685615 - Contracts	
Acumen Fiscal Agent LLC	eft	27538	11/29/2021	01/29/2024	433.76	SJC Aging	104685615 - Contracts	
Acumen Fiscal Agent LLC	eft	27911	12/27/2021	01/29/2024		SJC Aging	104685615 - Contracts	
Acumen Fiscal Agent LLC	eft	NOV21FEES	12/27/2021	01/29/2024		SJC Aging	104685615 - Contracts	
					\$1,625.09			
				_	\$5,062.27			
Advanced Emergency Management	127585	SJPH003	12/31/2023	01/16/2024	4 412 90	Public Health	255740.615 - State LHD Eviron Contra	
Advanced Emergency Management	127000	001 11000	12/01/2020	-		T dono Frodici	2007 10:010 Clato END EVIION CONIC	
					\$4,412.90			
AirDNA LLC	127626	86F1421F-0001	01/23/2024	01/29/2024	12,000.00	SJC Visitor Services	104193210 - Subscriptions and Membe	
				-	\$12,000.00			
Alletete Incurence	107507	Alletete 1006000	10/21/2022	04/46/0004		Employee honefite	400007000 Alletete	
Allstate Insurance	127587	Allstate_1226202	12/31/2023	01/16/2024	4,555.69	Employee benefits	102237000 - Allstate	
					\$4,555.69			
Amazon Capital Services	127551	14MP-KMQV-MP	01/16/2024	01/16/2024	80.36	SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	127551	19JF-4HLQ-QRL	12/31/2023	01/16/2024	104.99		214412250 - Equipment Operation	
Amazon Capital Services	127551	1KG7-D9KR-4JX	01/11/2024	01/16/2024	290.50		214412250 - Equipment Operation	
Amazon Capital Services	127551	1YVP-6DVR-3X9	01/16/2024	01/16/2024	59.99	SJC Road Dept	214412250 - Equipment Operation	
					\$535.84			
Amazon Capital Services	127617	16XD-CCPC-GY4	01/29/2024	01/29/2024		SJC Road Dept	214414240 - Office Expense	
Amazon Capital Services Amazon Capital Services	127617 127617	174T-YCDM-9X9 17HF-TQXY-4QJ	01/29/2024 12/31/2023	01/29/2024 01/29/2024	29.30 42.87		214412250 - Equipment Operation 214414250 - Equipment Operation	
Amazon Capital Services	127617	1CPY-QQG1-HDJ	01/23/2024	01/29/2024	35.99		214414230 - Equipment Operation 214414240 - Office Expense	
Amazon Capital Services	127617	1FPM-3YMD-KM	01/29/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Amazon Capital Services	127617	1GGT-TW1G-Q7	01/29/2024	01/29/2024	43.80		214412250 - Equipment Operation	
Amazon Capital Services	127617	1KK3-4X4W-9W4	01/23/2024	01/29/2024	185.99		214412250 - Equipment Operation	
Amazon Capital Services	127617	1NHM-PF9Y-W3	01/29/2024	01/29/2024	122.82		214412250 - Equipment Operation	
Amazon Capital Services	127617	1VCF-H1L9-DK1	01/29/2024	01/29/2024	81.34 \$670.61	SJC Road Dept	214412250 - Equipment Operation	
				_	·			
					\$1,206.45			
Amerigas Propane LP	127540	3158750901	12/31/2023	01/16/2024	101.78	200752247	104225270 - Utilities	
Amerigas Propane LP	127540	3158750904	12/31/2023	01/16/2024	166.83	200752247	104225270 - Utilities	
					\$268.61			
				-	\$268.61			
Benally, Sage	eft	SB202207039236	03/10/2022	01/29/2024	20.00	TRANSPORT	264350230 - Travel Expense	
Berlally, Sage	eit	30202207039230	03/10/2022	01/29/2024	\$20.00	TRANSPORT	204330230 - Traver Expense	
					•			
Bethea, Derek	eft	DB202111120755	11/12/2021	01/29/2024	206.00	Travel Reimbursement	104230230 - Travel Expense	
				-	\$206.00			
Black Stone Minerals CompanyLP	127539	2117083, 211748	12/31/2023	01/16/2024	267 31	SJC Library	724581480 - Collection Development	
2.2 Otorio minoralo CompanyLi	121000	2111 000, 2111 70	12/01/2020			out almain	72 100 1 100 Collection Development	
					\$267.31			
Black, Alan (Buddy)	eft	BB202112301031	12/30/2021	01/29/2024	20.00	SAR	104215620 - Miscellaneous Services	
					\$20.00			

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Black, Clayton	eft	CB191700205	01/31/2022	01/29/2024	18.50		104145310 - Professional and Technica	
,,			* • = • = =		\$18.50			
Black, Coleman	eft	CB202112301031	12/30/2021	01/29/2024	50.00	Search and Rescue	104215620 - Miscellaneous Services	
Black, Coleman	Cit	00202112001001	12/00/2021	01/25/2024			1042 10020 - Misochaneous Gervices	
					\$50.00			
Blanding City	127578	20240110095939	12/31/2023	01/16/2024	627.94		724168270 - Utilities	
Blanding City	127578	BC202312251253	12/31/2023	01/16/2024	739.27	553343140 - San Juan Public Health	255007.270 - Indirect Admin Utilities	
					\$1,367.21			
					\$1,367.21			
Blomquist Hale Consulting Group Inc	127563	JAN24-3855	01/16/2024	01/16/2024	784.80	Employee Assistance Coverage	104965140 - Other Employee Benefits	
					\$784.80			
Blue Mountain Foods	127560	01-165916	12/31/2023	01/16/2024		SJC Aging	104677329 - Meals - Bluff	
Blue Mountain Foods	127560	01-177526	01/16/2024	01/16/2024		SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	127560	01-179780	01/11/2024	01/16/2024	140.66		104230480 - Kitchen Food	
Blue Mountain Foods	127560	01-181534	01/11/2024	01/16/2024		SJC Sheriff Dept	104230480 - Kitchen Food	
Blue Mountain Foods	127560	02-106192	01/16/2024	01/16/2024		SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	127560	02-85952	12/31/2023	01/16/2024		SJC Aging	104678329 - Meals - Bluff	
Blue Mountain Foods	127560	02-99579	01/16/2024	01/16/2024		SJC Aging	104678323 - Meals - Monticello	
Blue Mountain Foods	127560	03-139722	12/31/2023	01/16/2024	52.83		104677329 - Meals - Bluff	
Blue Mountain Foods	127560	03-146295	12/31/2023	01/16/2024		SJC Aging	104677329 - Meals - Bluff	
Blue Mountain Foods	127560	03-166000	01/11/2024	01/16/2024		SJC Sheriff Dept	104210610 - Miscellaneous Supplies	
Blue Mountain Foods	127560	03-169889	01/16/2024	01/16/2024		SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	127560	03-170332	01/16/2024	01/16/2024	54.88 \$654.52		104678323 - Meals - Monticello	
Dive Merceteia Feede	127609	01-165052	40/04/0000	04/00/0004			404077000 Marala La Cal	
Blue Mountain Foods Blue Mountain Foods			12/31/2023	01/29/2024		SJC Aging	104677328 - Meals - La Sal	
	127609 127609	01-172359	12/31/2023	01/29/2024 01/29/2024		SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Foods		01-178620	01/23/2024			SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Foods	127609	01-184430 01-189095	01/23/2024	01/29/2024		SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Foods	127609 127609	01-189472	01/23/2024	01/29/2024 01/29/2024	54.97		104678323 - Meals - Monticello	
Blue Mountain Foods	127609	01-189472	01/23/2024	01/29/2024		SJC Sheriff Dept	104230480 - Kitchen Food	
Blue Mountain Foods			01/23/2024			SJC Aging	104677323 - Meals - Monticello	
Blue Mountain Foods	127609	02-108320	01/23/2024	01/29/2024	8.45		104678328 - Meals - La Sal	
Blue Mountain Foods	127609	03-172046	01/23/2024	01/29/2024		SJC Sheriff Dept	104230480 - Kitchen Food	
				,	\$270.19			
5	107011	1000001	0.4.100.1000.4	0.4.10.0.10.0.0.4	\$924.71	0.10 A .1	4040==000 44 4 4 0	
Blue Mountain Meats Inc.	127611	1092024	01/29/2024	01/29/2024		SJC Aging	104677328 - Meals - La Sal	
Blue Mountain Meats Inc.	127611	1092024	01/29/2024	01/29/2024		SJC Aging	104678328 - Meals - La Sal	
					\$521.06			
					\$521.06			
Bluff Dwellings Resort	127624	1162024	01/29/2024	01/29/2024	9,227.61	SJC Economic Dev	104192920 - Grants	
				•	\$9,227.61			
Bluff Water Works	127601	10210	01/29/2024	01/29/2024	25.00	Bluff Fire Sation	104225270 - Utilities	
					\$25.00			
Bradford Tire	127513	72809	12/31/2023	01/16/2024	40.74	SJC Road Dept	214412251 - Gas, Oil and Grease	
Bradford Tire	127603	74563	01/29/2024	01/29/2024	84.00	SJC Road Dept	214412250 - Equipment Operation	
					\$124.74			

Page 2 1/30/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activi Cod
Brantley Distributing LLC.	127618	24218660	01/29/2024	01/29/2024		SJC Road	214412250 - Equipment Operation	
				_	\$699.45			
Brown Brothers Construction Co	127595	23.5048	12/31/2023	01/16/2024	22,886.05	SJC Road	214414411 - Gravel	
				-	\$22,886.05			
Cabrales Fonseca, Luis A	eft	20210621081346	06/21/2021	01/29/2024 _		Refund of Bail	103511000 - Justice Court Fines	
	_				\$16.00			
Carlson, Haygen	eft	20220801081809	08/01/2022	01/29/2024		Queen Prize	104625240 - Office Expense	
					\$50.00			
Cellular One	127508	4704959	12/31/2023	01/16/2024		SJC Library	724581280 - Telephone	
					\$8.28			
Certified Laboratories	127614	8528978	01/29/2024	01/29/2024		SJC Road Dept.	214412250 - Equipment Operation	
0			0011010001	0.4.100.1000.4	\$604.90	0.10 =1	4044-0040 - D. C	
Choice NTUA Wireless Choice NTUA Wireless	eft eft	002982834 003169587	02/16/2021 06/14/2021	01/29/2024 01/29/2024	138.96 184.42	SJC Elections SJC Elections	104173310 - Professional and Technica 104173310 - Professional and Technica	
				_	\$323.38			
				_	\$323.38			
Cintas Corporation	127526	4179345747	01/12/2024	01/16/2024		SJC Road Dept	102229000 - Other Deductions Payable	
Cintas Corporation	127526	4179345747	01/12/2024	01/16/2024 _	73.27 \$142.67	SJC Road Dept	214414260 - Buildings and Grounds	
				-	\$142.67			
Clark, Sharmayne	127554	SC12262023	12/31/2023	01/16/2024	560.00	Alternatives	104679615 - Contracts	
•				-	\$560.00			
Collins, Catherine	127553	CC12312023	12/31/2023	01/16/2024	560.00	Alternatives	104679615 - Contracts	
				-	\$560.00			
Curtis Blue Line	eft	INV593203	05/24/2022	01/29/2024	7.50	SJC Sheriff	104210480 - Special Department Suppl	
Curtis Blue Line Curtis Blue Line	eft eft	INV593225 INV593308	05/24/2022 05/24/2022	01/29/2024 01/29/2024	7.50 15.00		104210480 - Special Department Suppl 104210480 - Special Department Suppl	
Out to Blue Ellio	O.E		00/2 1/2022	01/20/2021	\$30.00		10 12 10 100 Openation Coappi	
				_	\$30.00			
Dee, Elsie	127555	ED01052024	01/12/2024	01/16/2024	576.89	Election Liaison	104173310 - Professional and Technica	
Dee, Elsie	127598	ED01162024	01/18/2024	01/18/2024	1,250.47	Election Liaison	104173310 - Professional and Technica	
				-	\$1,827.36			
Dept of Health and Human Services	127608	24FN000152	01/23/2024	01/29/2024	175.00	AR DEPT: BPRO 270:270FO	255013.980 - Vital Statistics Intergover	
				-	\$175.00			
Diamond Propane LLC	127567	19313	12/31/2023	01/16/2024	374.88		104225270 - Utilities	
Diamond Propane LLC	127567	19324	12/31/2023	01/16/2024 _	587.72 \$962.60	SJC COMMUNICATIONS	104225270 - Utilities	
Diamond Propane LLC	127612	19011	01/29/2024	01/29/2024	·	SJC Fire	104225270 - Utilities	
Siamona i Topano ELO	121012	10011	01/20/2024	- 1/20/2024	\$1,486.72	5551115	137220210 - Oundo3	

Page 3 1/30/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activit Code
Dobson, Ed	eft	20221114142918	11/15/2022	01/29/2024		PLANNING AND ZONING	104114620 - Miscellaneous Services	
,					\$100.00			
					•			
OTS - State of Utah	127561 127561	2406R003000003	12/31/2023	01/16/2024		SJC Sheriffs Office	104232310 - Professional and Technica	
DTS - State of Utah	12/501	2406R003000003	12/31/2023	01/16/2024	22.52 \$716.77	SJC Attorney	104145482 - Law Library Supplies	
					\$716.77			
Earthgrains Baking Company	127545	85272290003176	12/31/2023	01/16/2024		SJC Jail	104230480 - Kitchen Food	
Earthgrains Baking Company	127545	85272290003204	12/31/2023	01/16/2024		SJC Jail	104230480 - Kitchen Food	
Earthgrains Baking Company	127545	85272290003242	12/31/2023	01/16/2024	70.40 70.40	SJC Jail SJC Sheriff	104230480 - Kitchen Food	
Earthgrains Baking Company Earthgrains Baking Company	127545 127545	85272290003340 85272290003368	01/12/2024 01/12/2024	01/16/2024 01/16/2024		SJC Sheriff	104230480 - Kitchen Food 104230480 - Kitchen Food	
Lartingianis baking company	127040	00212230000000	01/12/2024	01/10/2024	\$352.00		104200400 - Michell I 000	
					\$352.00			
Emery Telcom	127580	20240110104649	01/12/2024	01/16/2024	200.88		104230350 - State Prisoner Expenses	
Emery Telcom Emery Telcom	127580 127580	20240112161100 20240112161107	01/16/2024 01/16/2024	01/16/2024 01/16/2024		988500 - SJC Emergency Services 3514200 SJC Blanding Seniors	104255270 - Utilities 104672270 - Utilities	
Emery Telcom Emery Telcom	127580	20240112161107	01/16/2024	01/16/2024		3324200 - SJC Admin Building	104225270 - Utilities	
Emery Telcom	127580	20240116063327	01/16/2024	01/16/2024		3324200 - SJC Admin Building	574424270 - Utilities	
Emery Telcom	127580	20240116063327	01/16/2024	01/16/2024		3324200 - SJC Admin Building	104255270 - Utilities	
Emery Telcom	127580	20240116063327	01/16/2024	01/16/2024	87.79		104210280 - Telephone	
Emery Telcom	127580	20240116063327	01/16/2024	01/16/2024	104.95		104163270 - Utilities	
Emery Telcom Emery Telcom	127580 127580	20240116063327 20240116063327	01/16/2024 01/16/2024	01/16/2024 01/16/2024	209.90 269.90		104676270 - Utilities 214414270 - Utilities	
Emery Telcom	127580	20240116063327	01/16/2024	01/16/2024	539.85		104151280 - Telephone	
	.2.000	202 10 1 1000002.	0.7.072021	0 17 107202 1	\$2,191.06	. •	101101200 10100110110	
					\$2,191.06			
Empire Electric Assoc. Inc.	127584	20240110103915	12/31/2023	01/16/2024	146 52	9579025 - 881 E Center St	214414270 - Utilities	
Empire Electric Assoc. Inc.	127584	20240112161037	12/31/2023	01/16/2024	195.74		104255270 - Utilities	
Empire Electric Assoc. Inc.	127584	20240112161037	12/31/2023	01/16/2024	195.75	9579005 - Hwy 491 Shop	104225270 - Utilities	
Empire Electric Assoc. Inc.	127584	20240112161048	12/31/2023	01/16/2024		9579005 - Hwy 491 Shop	104255270 - Utilities	
Empire Electric Assoc. Inc.	127584	20240112161048	12/31/2023	01/16/2024		9579005 - Hwy 491 Shop	104225270 - Utilities	
Empire Electric Assoc. Inc. Empire Electric Assoc. Inc.	127584 127584	20240116062850 20240116062850	12/31/2023 12/31/2023	01/16/2024 01/16/2024		9579003 - 80 N Main St 9579004 - 117 S Main	724167270 - Utilities 104161270 - Utilities	
Empire Electric Assoc. Inc.	127584	20240116062850	12/31/2023	01/16/2024		9579010 - Fire DP - Cedar Point	104225270 - Utilities	
Empire Electric Assoc. Inc.	127584	20240116062850	12/31/2023	01/16/2024		9579029 - 264 S 100 E	104165270 - Utilities	
Empire Electric Assoc. Inc.	127584	20240116062850	12/31/2023	01/16/2024		9579032 - 81 E Pinion St	104225270 - Utilities	
Empire Electric Assoc. Inc.	127584	20240116062850	12/31/2023	01/16/2024	836.57		104574270 - Utilities	
Empire Electric Assoc. Inc. Empire Electric Assoc. Inc.	127584 127584	20240116062850 20240116062850	12/31/2023 12/31/2023	01/16/2024 01/16/2024	129.86 67.64	9579027 - 96 W 100 S 9579020 - 917 E Center Fairgrounds	264350270 - Utilities 104620270 - Utilities	
Empire Electric Assoc. Inc.	127584	20240116062850	12/31/2023	01/16/2024	41.98		104620270 - Utilities	
	.2.00	20210110002000	.2,0.,2020	0.7.1072021	\$4,105.89		10.1020210 04.11405	
					\$4,105.89			
Farmers Telecommunications Inc	127518	20240108075243	01/12/2024	01/16/2024		6921 Cedar Point Volunteer Fire	104225280 - Telephone	
					\$54.90		•	
Fastenal Company	127546	COBAY77831	01/12/2024	01/16/2024		SJC Road	214412250 - Equipment Operation	
Fastenal Company	127546	COBAY77833	01/12/2024	01/16/2024		SJC Road	214412250 - Equipment Operation	
					\$361.35			
					\$361.35			

Page 4 1/30/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
FleetPride Inc	127528	113557266	12/31/2023	01/16/2024	154.32	SJC Road Dept	214412250 - Equipment Operation	
				· -	\$154.32			
Four Corners Welding & Gas	127521	CC387073	01/12/2024	01/16/2024	73.85	SJC Road Dept	214412250 - Equipment Operation	
				-	\$73.85			
Four States Tire & Service	127620	382426	01/29/2024	01/29/2024	1,360.76	SJC Road	214412250 - Equipment Operation	
				-	\$1,360.76			
Fredericks, Anna	127599	AF01012024	01/23/2024	01/23/2024	7,500.00	Fair Manager Payment	104620310 - Professional and Technica	
				-	\$7,500.00			
Frontier	eft	FC202203041506	03/10/2022	01/29/2024	162.70		104225270 - Utilities	
Frontier	eft	FC202203041506	03/10/2022	01/29/2024	212.78 \$375.48	435-651-3351-082400-8	104225270 - Utilities	
Gallegos, Alicia	eft	20221031105303	11/02/2022	01/29/2024	• • • • •	Travel Reimbursement	104210230 - Travel Expense	
Canogoo, raiola	Sit .	20221001100000	11/02/2022	-	\$80.00	, mayor Kombaroomonk	101210200 Have Expense	
Goulding's Lodge And Tour	127515	20231120113014	12/31/2023	01/16/2024	• • • • • • • • • • • • • • • • • • • •	SJC Sheriff Office	104210230 - Travel Expense	
304.4g 5 204g074.14 104.	.2.0.0	20201120110011	, 0 ., _ 0 _ 0	-	\$46.13		.0.12.10230	
Grand Circle Association	127549	GCA-UCC-2024	12/31/2023	01/16/2024	•	SJC Visitor Services	104193210 - Subscriptions and Membe	
514114 511515 / 155551411511	.2.0.0	3071 333 232 1	, 0 ., _ 0 _ 0	-	\$450.00		.o.ioozio cazesi.paelle alia ilielilee	
Grand County	127589	2024	01/16/2024	01/16/2024		Library Service Spanish Valley	724581915 - Transfers to Other Units	
,				-	\$6,000.00	,,		
Happy Morgan Law	127588	HML01022024	12/31/2023	01/16/2024	,	Happy Morgan	104126310 - Professional and Technica	
117 5				•	\$5,016.00			
Hoggard, Dennis	eft	20220804082858	08/04/2022	01/29/2024	. ,	Transport	104230230 - Travel Expense	
99, =				•=•.=•	\$28.00			
Homedew, Jeremy	eft	JH202206291537	07/07/2022	01/29/2024	37.92	Search and Rescue	104215620 - Miscellaneous Services	
				•	\$37.92			
ImageNet Consulting LLC	127579	INV780013	12/31/2023	01/16/2024	1,534.09	SJC Library	724581740 - Equipment Purchases	
				•	\$1,534.09			
Intermountain Health Care	127559	1263328402	12/31/2023	01/16/2024	612.54	SJC Public Health	255400.310 - Cancer Screening Profes	
				•	\$612.54			
IRS - EFTPS	EFT	PR010724-575	12/29/2023	01/19/2024		Federal Income Tax	102222000 - Federal Tax W/H Payable	
IRS - EFTPS IRS - EFTPS	EFT EFT	PR010724-575 PR010724-575	12/29/2023 12/29/2023	01/19/2024 01/19/2024	-447.12 -104.58	Social Security Tax Medicare Tax	102221000 - FICA Payable 102221000 - FICA Payable	
IRS - EFTPS	EFT	PR010724-575	12/29/2023	01/19/2024	104.58		102221000 - FICA Payable	
IRS - EFTPS IRS - EFTPS	EFT EFT	PR010724-575 PR010724-575	12/29/2023 12/29/2023	01/19/2024 01/19/2024	447.12 711.10	Social Security Tax Federal Income Tax	102221000 - FICA Payable 102222000 - Federal Tax W/H Payable	
IRS - EFTPS	EFT	PR010724-575	12/31/2023	01/19/2024		Federal Income Tax	102222000 - Federal Tax W/H Payable	
IRS - EFTPS IRS - EFTPS	EFT EFT	PR010724-575 PR010724-575	12/31/2023 12/31/2023	01/19/2024 01/19/2024	-447.12 -104.58	Social Security Tax Medicare Tax	102221000 - FICA Payable 102221000 - FICA Payable	
IRS - EFTPS	EFT	PR010724-575	12/31/2023	01/19/2024	104.58	Medicare Tax	102221000 - FICA Payable	
IRS - EFTPS IRS - EFTPS	EFT EFT	PR010724-575 PR010724-575	12/31/2023 12/31/2023	01/19/2024 01/19/2024	447.12 711 10	Social Security Tax Federal Income Tax	102221000 - FICA Payable 102222000 - Federal Tax W/H Payable	
ING - EI II G	L1 1	11010124-010	12/01/2020	01/13/2024	111.10	i caciai income tax	102222000 - 1 Guerar Tax With Fayable	

Page 5 1/30/2024

Payee Name	Reference Number	Invoice Number	Invoice <u>Ledger Date</u>	Payment Date	Amount	Description	Ledger Account	Activity Code
IRS - EFTPS	EFT	PR122423-575	12/29/2023	01/19/2024		Medicare Tax	102221000 - FICA Payable	
IRS - EFTPS IRS - EFTPS	EFT EFT	PR122423-575 PR122423-575	12/29/2023 12/29/2023	01/19/2024 01/19/2024	40,420.61 56,178.44		102222000 - Federal Tax W/H Payable 102221000 - FICA Payable	
ino El II o		111122120010	12/20/2020	01/10/2021	\$109,737.69	Coolar Coolarly Tax	102221000 110/11 dyable	
				•	\$109,737.69			
iWorQ Systems	127591	202386	01/12/2024	01/16/2024	3,250.00	1442	104242242 - Software Maintenance	
iWorQ Systems	127591	202386	01/12/2024	01/16/2024	4,650.00	1442	104192210 - Subscriptions and Membe	
					\$7,900.00			
laaahaan Candu	-4	MD00044004400	04/00/0004	04/00/0004	\$7,900.00	MEAL DEIMBURGEMENT	004050000 Tested Fire	
Jacobsen, Sandy	eft	MR20211904103	04/26/2021	01/29/2024		MEAL REIMBURSEMENT	264350230 - Travel Expense	
ID Destaration & Fabrication	107500	4006	04/46/2024	04/46/2024	\$20.00 456.00	C IC Dood Dont	244442250 Fauirment Operation	
JB Restoration & Fabrication	127529	4096	01/16/2024	01/16/2024		SJC Road Dept	214412250 - Equipment Operation	
JB Restoration & Fabrication	127610	4101	01/29/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
	107570	40000	10/01/0000	0.4.4.0.000.4	\$466.00	2011 202 22	055000 045	
Jones & Demille Engineering	127573	133028	12/31/2023	01/16/2024	·	2311-020.00	255620.615 - DEQ Water Quality Contr	
					\$1,182.25			
K&H Integrated Print Solutions	127571	303100	01/16/2024	01/16/2024	1,155.00	SJC Clerks Office	104173241 - Postage	
					\$1,155.00			
Kenworth Sales Company	127564 127564	5P10618 5P10634	01/16/2024	01/16/2024 01/16/2024		SJC Road SJC Road	214412250 - Equipment Operation 214412250 - Equipment Operation	
Kenworth Sales Company Kenworth Sales Company	127564	5P10634 5P10651	01/16/2024 01/16/2024	01/16/2024		SJC Road SJC Road	214412250 - Equipment Operation 214412250 - Equipment Operation	
Kenworth Sales Company	127564	5P9100	12/31/2023	01/16/2024		SJC Road	214412250 - Equipment Operation	
Kenworth Sales Company	127564	5P9101	12/31/2023	01/16/2024		SJC Road	214412250 - Equipment Operation	
Kenworth Sales Company	127564	5P9102	12/31/2023	01/16/2024	\$848.52	SJC Road	214412250 - Equipment Operation	
Kenworth Sales Company	127607	5P10643	01/23/2024	01/29/2024		SJC Road	214412250 - Equipment Operation	
				•	\$985.34			
Knight, Sheila	127565	SK12312023	12/31/2023	01/16/2024	866.00	RN Waiver	104682615 - Contracts	
					\$866.00			
Lacy, Lehi	127543	LL11272023b	12/31/2023	01/16/2024	303.30	SJC Admin Building	104210230 - Travel Expense	
				•	\$303.30			
Leading The Way	127514	12350	01/16/2024	01/16/2024	46.00	SJC Library	724581210 - Subscriptions and Membe	
				,	\$46.00			
Life-Assist Inc.	127572	1390892	12/31/2023	01/16/2024	1,175.65	SJC Emergency Svc.	264350610 - Miscellaneous Supplies	
				,	\$1,175.65			
Martinez, Taylor R	eft	20221114142814	11/15/2022	01/29/2024	20.00	Transport	264350230 - Travel Expense	
					\$20.00			
Melissa Argyle RD CD	127542	INV0317	01/16/2024	01/16/2024		Nutrition Consulting	104677615 - Contracts	
Melissa Argyle RD CD	127542	INV0317	01/16/2024	01/16/2024	150.00 \$300.00	Nutrition Consulting	104678615 - Contracts	
				,	·			
					\$300.00			

	Reference	Invoice	Invoice	Payment				Activity
Payee Name	Number	Number	Ledger Date	Date	Amount	Description	Ledger Account	Code
MetLife Group Benefits	127592	20231025092903	11/06/2023	01/16/2024		Dental Customers	102230000 - Metlife Dental	
MetLife Group Benefits	127592	Metlife_12132023	12/31/2023	01/16/2024		Dental Customer # 5955986	102230000 - Metlife Dental	
					\$8,971.43			
MetLife Group Benefits	127625	PR010724-5230	01/12/2024	01/29/2024	575 46	Dental Employee Only	102230000 - Metlife Dental	
MetLife Group Benefits	127625	PR010724-5230	01/12/2024	01/29/2024		Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	127625	PR010724-5230	01/12/2024	01/29/2024		Dental Family	102230000 - Metlife Dental	
MetLife Group Benefits	127625	PR121023-5230	12/15/2023	01/29/2024	421.00		102230000 - Metlife Dental	
MetLife Group Benefits	127625	PR121023-5230	12/15/2023	01/29/2024	780.36	Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	127625	PR121023-5230	12/15/2023	01/29/2024	3,061.47	Dental Family	102230000 - Metlife Dental	
					\$11,255.98			
MetLife Group Benefits	EFT	Duplicate	12/31/2023	01/25/2024	-48,572.19	Dental Customers duplicate invoices through payroll	104965134 - Health Insurance	
MetLife Group Benefits	EFT	PR070923-5230	07/14/2023	01/25/2024	393.38	Dental Employee Only	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR070923-5230	07/14/2023	01/25/2024	808.23	Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR070923-5230	07/14/2023	01/25/2024		Dental Family	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR072323-5230	07/28/2023	01/25/2024		Dental Employee Only	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR072323-5230	07/28/2023	01/25/2024	808.23	Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR072323-5230	07/28/2023	01/25/2024	3,289.02	Dental Family	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR080623-5230	08/11/2023	01/25/2024		Dental Employee Only	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR080623-5230	08/11/2023	01/25/2024		Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR080623-5230	08/11/2023	01/25/2024		Dental Family	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR082023-5230	08/25/2023	01/25/2024		Dental Employee Only	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR082023-5230	08/25/2023	01/25/2024	808.23	Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR082023-5230	08/25/2023	01/25/2024	3,289.02		102230000 - Metlife Dental	
MetLife Group Benefits	EFT EFT	PR090323-5230	09/08/2023	01/25/2024	421.30		102230000 - Metlife Dental	
MetLife Group Benefits MetLife Group Benefits	EFT	PR090323-5230 PR090323-5230	09/08/2023 09/08/2023	01/25/2024 01/25/2024	3,289.69	Dental Employee +1 Dental Family	102230000 - Metlife Dental 102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR090323-5230 PR091723-5230	09/06/2023	01/25/2024		Dental Employee Only	102230000 - Metilie Dental	
MetLife Group Benefits	EFT	PR091723-5230	09/22/2023	01/25/2024		Dental Employee +1	102230000 - Metilie Dental	
MetLife Group Benefits	EFT	PR091723-5230	09/22/2023	01/25/2024		Dental Family	102230000 - Mettile Dental	
MetLife Group Benefits	EFT	PR091723-5230	09/28/2023	01/25/2024		Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR100123-5230	10/06/2023	01/25/2024	435.26		102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR100123-5230	10/06/2023	01/25/2024		Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR100123-5230	10/06/2023	01/25/2024	3,156.13	Dental Family	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR101523-5230	10/20/2023	01/25/2024	434.95	Dental Employee Only	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR101523-5230	10/20/2023	01/25/2024		Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR101523-5230	10/20/2023	01/25/2024	3,147.99	Dental Family	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR102923-5230	11/03/2023	01/25/2024		Dental Employee Only	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR102923-5230	11/03/2023	01/25/2024		Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR102923-5230	11/03/2023	01/25/2024	3,101.61		102230000 - Metlife Dental	
MetLife Group Benefits MetLife Group Benefits	EFT EFT	PR111223-5230 PR111223-5230	11/17/2023 11/17/2023	01/25/2024 01/25/2024		Dental Employee Only Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits MetLife Group Benefits	EFT	PR111223-5230 PR111223-5230	11/17/2023	01/25/2024		Dental Employee +1 Dental Family	102230000 - Metlife Dental 102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR112623-5230	11/30/2023	01/25/2024	421.30		102230000 - Metilie Dental	
MetLife Group Benefits	EFT	PR112623-5230	11/30/2023	01/25/2024	780.36	Dental Employee +1	102230000 - Metlife Dental	
MetLife Group Benefits	EFT	PR112623-5230	11/30/2023	01/25/2024	3,109.11	Dental Family	102230000 - Metlife Dental	
					\$0.00	,		
					\$20,227.41			
Meyer, Rick	127547	RM09272023	12/31/2023	01/16/2024	30.00	Purchase Reimbursement	104146242 - Software Maintenance	
Meyer, Rick	127547	RM09272023	12/31/2023	01/16/2024	350.00	Purchase Reimbursement	104146310 - Professional and Technica	
					\$380.00			
				•	\$380.00			
Mitinet Inc	127566	119154	01/12/2024	01/16/2024	934.00	SJC Library	724581242 - Software Maintenance	
	-		,		\$934.00	•		
					ψυσ00			

Page 7 1/30/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Moab Sun News	127534	2313	01/11/2024	01/16/2024	185.00	public notice	104192920 - Grants	Code
Moab Guil News	127004	2010	01/11/2024	01/10/2024		public flotice	104 192320 - Grants	
					\$185.00			
Monticello City	127533	HideOut1231202	12/31/2023	01/16/2024		1.9412.1 Ambulance Garage	264350270 - Utilities	
Monticello City	127533	MC12312023	12/31/2023	01/16/2024	80.50	1.9412.1 Ambulance Garage	264350270 - Utilities	
					\$182.00			
				-	\$182.00			
Monticello Mercantile	127525	C302668	12/31/2023	01/16/2024	36.48	SJC Sheriff	104230610 - Miscellaneous Supplies	
Monticello Mercantile	127525	C305702	12/31/2023	01/16/2024		SJC Sheriff	104230610 - Miscellaneous Supplies	
Monticello Mercantile	127525	C306469	01/12/2024	01/16/2024		SJC Sheriff	104230350 - State Prisoner Expenses	
Monticello Mercantile	127525 127525	C306481 C306481	01/12/2024	01/16/2024 01/16/2024		SJC Road SJC Road	214414260 - Buildings and Grounds 214412250 - Equipment Operation	
Monticello Mercantile	12/525	C300461	01/12/2024	01/10/2024	36.99 \$126.51	SJC Road	214412250 - Equipment Operation	
				-	\$126.51			
Morey, Crystal	eft	CM20221801030	01/12/2022	01/29/2024		SJC ATTORNEY	104145240 - Office Expense	
Worey, Crystal	еп	CIVI2022 160 1030	01/12/2022	01/29/2024	\$91.76	SJC ATTORNET	104 145240 - Office Expense	
Morgan Mechanical LLC	127541	MM01082024	01/12/2024	01/16/2024	•	SJC Landfill	574424310 - Professional and Technica	
Worgan Wechanical LEC	127541	WIIVIO 1002024	01/12/2024	-	\$300.00	SSC Landill	374424310 - Froiessional and recimica	
Marria Dasa	407500	DM4420000	40/04/0000	04/46/0004		A 14 45	404070045 O-mtm-st-	
Morris, Rose Morris, Rose	127569 127569	RM11302023 RM12312023	12/31/2023 12/31/2023	01/16/2024 01/16/2024	560.00	Alternatives Alternatives	104679615 - Contracts 104679615 - Contracts	
Worls, Rose	127309	KIVI 123 12023	12/31/2023	01/10/2024	\$1,120.00	Alternatives	104079013 - Contracts	
				-	\$1,120.00			
Morris, Suzette	eft	SM001	03/04/2021	01/29/2024	12.32	Board Travel Reimbursement	255007.230 - Indirect Admin Travel exp	
Morris, Suzette	eft	SM001 SM002	05/20/2021	01/29/2024	12.32	Board Travel Reimbursement	255007.230 - Indirect Admin Travel exp	
,				•	\$24.64			
				-	\$24.64			
Motor Parts Company	127576	562767	12/31/2023	01/16/2024	•	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127576	562788	12/31/2023	01/16/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127576	562801	12/31/2023	01/16/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127576	562861	12/31/2023	01/16/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127576	562862 562890	12/31/2023 12/31/2023	01/16/2024 01/16/2024		SJC Road Dept SJC Road Dept	214412250 - Equipment Operation 214412250 - Equipment Operation	
Motor Parts Company Motor Parts Company	127576 127576	562950	12/31/2023	01/16/2024	41.93	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127576	562954	12/31/2023	01/16/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127576	562969	12/31/2023	01/16/2024			214412250 - Equipment Operation	
Motor Parts Company	127576	563079	01/12/2024	01/16/2024			214412250 - Equipment Operation	
Motor Parts Company	127576	563122	01/12/2024	01/16/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127576	563140	01/12/2024	01/16/2024	187.79	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127576	563152	01/12/2024	01/16/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127576	563153	01/12/2024	01/16/2024	-18.00	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127576	563155	01/12/2024	01/16/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127576	854707	01/12/2024	01/16/2024		SJC Landfill	574424250 - Equipment Operation	
Motor Parts Company	127576	855125	01/12/2024	01/16/2024		SJC Landfill	574424250 - Equipment Operation	
					\$1,324.39			
Motor Parts Company	127622	562942	01/23/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	562943	01/23/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	562967 563131	12/31/2023 01/23/2024	01/29/2024 01/29/2024		SJC Road Dept SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622						214412250 - Equipment Operation	

Page 8 1/30/2024

	Reference	Invoice	Invoice	Payment				Activity
Payee Name	Number	Number	Ledger Date	Date	Amount	Description	Ledger Account	Code
Motor Parts Company	127622	563141	01/23/2024	01/29/2024	-108.00	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563168	01/23/2024	01/29/2024	15.97	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563212	01/23/2024	01/29/2024	41.07	SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563221	01/23/2024	01/29/2024	496.23		214412250 - Equipment Operation	
Motor Parts Company	127622	563249	01/23/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563379	01/23/2024	01/29/2024	29.70		214412250 - Equipment Operation	
Motor Parts Company	127622	563431	01/23/2024	01/29/2024	17.58		104210250 - Equipment Operation	
Motor Parts Company	127622	563442	01/23/2024	01/29/2024	16.64		214412250 - Equipment Operation	
Motor Parts Company	127622	563448	01/23/2024	01/29/2024	24.84		214412250 - Equipment Operation	
Motor Parts Company	127622	563467	01/23/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563477	01/23/2024	01/29/2024	9.44		214412250 - Equipment Operation	
Motor Parts Company	127622	563514	01/23/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563528	01/29/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563532	01/29/2024	01/29/2024	-18.00		214412250 - Equipment Operation	
Motor Parts Company	127622	563703	01/29/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563713	01/29/2024	01/29/2024	120.98		214412250 - Equipment Operation	
Motor Parts Company	127622	563745	01/29/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563753	01/29/2024	01/29/2024	84.84		214412250 - Equipment Operation	
Motor Parts Company	127622	563792	01/29/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563802	01/29/2024	01/29/2024	367.56		214412250 - Equipment Operation	
Motor Parts Company	127622	563804	01/29/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563918	01/29/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563931	01/29/2024	01/29/2024	67.57		214412250 - Equipment Operation	
Motor Parts Company	127622	563949	01/29/2024	01/29/2024	187.04		214412250 - Equipment Operation	
Motor Parts Company	127622	563951	01/29/2024	01/29/2024	98.90		214412250 - Equipment Operation	
Motor Parts Company	127622	563987	01/29/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	563998	01/29/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	564009	01/29/2024	01/29/2024	19.49		214412250 - Equipment Operation	
Motor Parts Company	127622	854617	01/23/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	854698	01/23/2024	01/29/2024	154.71		214412250 - Equipment Operation	
Motor Parts Company	127622	855118	01/23/2024	01/29/2024		SJC Road Dept	214412250 - Equipment Operation	
Motor Parts Company	127622	855129	01/23/2024	01/29/2024	62.04		214412250 - Equipment Operation	
Motor Parts Company	127622	855514	01/23/2024	01/29/2024	254.75		214412250 - Equipment Operation	
	127622	855517	01/29/2024					
Motor Parts Company	12/022	000017	01/29/2024	01/29/2024 _	-55.00 \$3,360.34	SJC Road Dept	214412250 - Equipment Operation	
				_	\$4,684.73			
	407500		40/04/0000	0.1.1.0.10.00.1			400007000 NPO II W O D I	
National Benefit Services LLC	127520	973689	12/31/2023	01/16/2024	70.15		102227000 - NBS - Health Care Reimb	
					\$70.15			
National WIC Association	127517	BNZCY90FJL	01/12/2024	01/16/2024	50.00		255111.210 - WIC Administration Subsc	
					\$50.00			
Navajo Tribal UtilityAuthority Navajo Tribal UtilityAuthority	127510	36001337836	01/16/2024	01/16/2024	5.82	60378375 Hwy 162 and Hwy 262 60378376 Front Fire Station	104850730 - Improvements Other Than	
Navajo Iribai OtilityAutilority	127510	36001337837	01/16/2024	01/16/2024 _	5.91		104850730 - Improvements Other Than	
				_	\$11.73			
					\$11.73			
New Technology Solutions	127615	6028	12/31/2023	01/29/2024	609.00	SJC Road Department	214414260 - Buildings and Grounds	
					\$609.00			
Nicholas & Company	127590	8606324	01/12/2024	01/16/2024		SJC Aging	104677323 - Meals - Monticello	
Nicholas & Company	127590	8606324	01/12/2024	01/16/2024		SJC Aging	104678323 - Meals - Monticello	
Nicholas & Company	127590	8606326	01/12/2024	01/16/2024		SJC Aging	104678329 - Meals - Bluff	
Nicholas & Company	127590	8606326	01/12/2024	01/16/2024		SJC Aging	104677329 - Meals - Bluff	
Nicholas & Company	127590	8613410	01/12/2024	01/16/2024	1,872.65	SJC Sheriff	104230480 - Kitchen Food	

Page 9 1/30/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activ Cod
Nicholas & Company Nicholas & Company Nicholas & Company	127590 127590 127590	8613412 8613412 8613414	01/16/2024 01/16/2024 01/16/2024	01/16/2024 01/16/2024 01/16/2024	502.19 502.19 1,309.68	SJC Aging SJC Aging SJC Aging	104677323 - Meals - Monticello 104678323 - Meals - Monticello 104677325 - Meals - Blanding	
Nicholas & Company	127590	8613414	01/16/2024	01/16/2024 _	1,309.68 \$6,187.78	SJC Aging	104678325 - Meals - Blanding	
Nicholas & Company Nicholas & Company	127621 127621	8621419 8621420	01/29/2024 01/29/2024	01/29/2024 01/29/2024		SJC Sheriff SJC Aging	104230480 - Kitchen Food 104677325 - Meals - Blanding	
licholas & Company	127621	8621420	01/29/2024	01/29/2024		SJC Aging	104678323 - Meals - Monticello	
				-	\$9,426.08			
lino, Obed	eft	ON20220610083	06/14/2022	01/29/2024	20.00	ROB	103511000 - Justice Court Fines	
				_	\$20.00			
ODP Business Solutions LLC ODP Business Solutions LLC	127531 127531	339452911001 340629226001	12/31/2023 12/31/2023	01/16/2024 01/16/2024	59.09 54.56		104144240 - Office Expense 104122240 - Office Expense	
ODP Business Solutions LLC ODP Business Solutions LLC	127531 127531	342065598001 345504777001	12/31/2023 12/31/2023	01/16/2024 01/16/2024	30.48 18.80		255007.240 - Indirect Admin Office exp 255007.240 - Indirect Admin Office exp	
				_	\$162.93			
65 AU	107710		10/01/0000	0.4.4.0.000.4	\$162.93		10.1007017 0 1 1	
ffice Ally	127512	LL37126-IN	12/31/2023	01/16/2024		SJC Aging	104685615 - Contracts	
Disen, Jessica	eft	00002	04/05/2022	01/29/2024	\$35.00 110.00	Cookies	104192920 - Grants	
, •				_	\$110.00			
Orr, Damon	eft	DO20220610083	06/13/2022	01/29/2024		Travel Reimbursement	104230230 - Travel Expense	
	407500	40.407.0	10/01/0000	0.4.4.0.100.0.4	\$48.00		404400000 70 11 11 11 12 12	
Pacific Plumbing Specialties	127532	10137-0	12/31/2023	01/16/2024	171.56 \$171.56	SJC Maintenance	104166260 - Buildings and Grounds	
Packard Wholesale Co.	127575	INV223169	12/31/2023	01/16/2024	135.52	SJC Public Health	255007.260 - Indirect Admin Buildings	
Packard Wholesale Co. Packard Wholesale Co.	127575 127575	INV223800 INV223809	01/12/2024 01/12/2024	01/16/2024 01/16/2024	96.90 263.38		104230480 - Kitchen Food 104161260 - Buildings and Grounds	
Packard Wholesale Co.	127575	INV223810	01/12/2024	01/16/2024	615.54	SJC Admin Building	104161260 - Buildings and Grounds	
Packard Wholesale Co. Packard Wholesale Co.	127575 127575	INV224188 INV224188	01/16/2024 01/16/2024	01/16/2024 01/16/2024	66.18 66.18	SJC Aging SJC Aging	104677323 - Meals - Monticello 104678323 - Meals - Monticello	
ackara winoresare co.	127070	1144224100	01/10/2024	01/10/2024 _	\$1,243.70	Coo / iging	104070020 - Medis - Montideno	
Packard Wholesale Co. Packard Wholesale Co.	127613 127613	3000181 3000208	01/29/2024 01/29/2024	01/29/2024 01/29/2024		SJC Aging SJC Aging	104678325 - Meals - Blanding 104678323 - Meals - Monticello	
Packard Wholesale Co.	127613	3000208	01/29/2024	01/29/2024	175.83		104677323 - Meals - Monticello	
Packard Wholesale Co.	127613	300188	01/23/2024	01/29/2024	95.69		255007.260 - Indirect Admin Buildings	
ackard Wholesale Co.	127613	300189	01/23/2024	01/29/2024 _	67.27 \$562.28	SJC Public Health	255007.260 - Indirect Admin Buildings	
				_	\$1,805.98			
eak JCB	127602	828108	12/31/2023	01/29/2024		SJC Road	214412250 - Equipment Operation	
tanai Cala	107550	79627702	04/40/0004	01/16/0004	\$62.52		104220490 Vitaban Food	
Pepsi-Cola	127550	78637702	01/12/2024	01/16/2024	523.40	SJC Sheriff Dept	104230480 - Kitchen Food	

Page 10 1/30/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
Petersen Medical	eft	PM202111291157	11/30/2021	01/29/2024	270.00		104230312 - Medical Expenses	
				-	\$270.00		·	
Pick A Stitch	127509	3138	12/31/2023	01/16/2024	10.68	SJC Sheriff	104230310 - Professional and Technica	
				_	\$10.68			
Pitney Bowes	EFT	1024492953	12/31/2023	01/19/2024	91.29	SJC SHERIFF	104230241 - Postage	
Pitney Bowes	EFT	20231205165228	12/11/2023	01/19/2024	-362.53	SJC SHERIFF	104230241 - Postage	
					(\$271.24)			
				-	(\$271.24)			
Pugh, Delton	127524	DP01072024	12/31/2023	01/16/2024	108.00	Travel Reimbursement	104671230 - Travel Expense	
. ag., 20.0.	.2.02.	2. 0.0.202.	12/01/2020	-			10 101 1200 Have Expense	
					\$108.00			
Quadient Inc	127570	Q1130171	12/31/2023	01/16/2024	1,147.44	Lease Payment for Postage machine	104150241 - Postage	
				-	\$1,147.44			
Quill Corporation	127548	36261141	12/31/2023	01/16/2024	23.06	SJC Aging	104684240 - Office Expense	
Quill Corporation	127548	36261141	12/31/2023	01/16/2024	23.07		104682240 - Office Expense	
Quill Corporation	127548	36261141	12/31/2023	01/16/2024	23.08		104679240 - Office Expense	
Quill Corporation	127548	36261141	12/31/2023	01/16/2024	157.65		104671240 - Office Expense	
Quill Corporation Quill Corporation	127548 127548	36264608 36319938	12/31/2023 12/31/2023	01/16/2024 01/16/2024	25.02 14.99		104675240 - Office Expense 104143240 - Office Expense	
Quill Corporation Quill Corporation	127548	36327911	12/31/2023	01/16/2024	159.28		104143240 - Office Expense	
Quill Corporation	127548	36329583	12/31/2023	01/16/2024	20.59		104143240 - Office Expense	
L 2 2 1 F 2 2 3 3 3 3 3 3 3 3 3 3				-	\$446.74			
Quill Corporation	127606	36347151	12/31/2023	01/29/2024	26.38	SJC Aging	104684240 - Office Expense	
Quill Corporation	127606	36347151	12/31/2023	01/29/2024	26.39		104679240 - Office Expense	
Quill Corporation	127606	36347151	12/31/2023	01/29/2024	26.39		104682240 - Office Expense	
Quill Corporation	127606	36415663	01/29/2024	01/29/2024	36.77	SJC Aging	104671240 - Office Expense	
					\$115.93			
				-	\$562.67			
Redd's Ace Hardware	127536	887363	12/31/2023	01/16/2024	6.59	SJC Public Health	255007.260 - Indirect Admin Buildings	
Redd's Ace Hardware	127536	888364	12/31/2023	01/16/2024	6.59		255007.240 - Indirect Admin Office exp	
Redd's Ace Hardware	127536	888364	12/31/2023	01/16/2024	79.99		255310.480 - PHEP Preparedness Spe	
Redd's Ace Hardware	127536	888912	12/31/2023	01/16/2024	26.99		255007.260 - Indirect Admin Buildings	
Redd's Ace Hardware Redd's Ace Hardware	127536 127536	889221 890125	12/31/2023 01/16/2024	01/16/2024 01/16/2024	12.98	SJC Sheriff SJC Road	104210250 - Equipment Operation 214412250 - Equipment Operation	
Redu's Ace Haldwale	127550	090125	01/10/2024	01/10/2024	\$220.11	SJC Road	214412230 - Equipment Operation	
Redd's Ace Hardware	127619	890407	01/29/2024	01/29/2024	•	SJC Fire	104220615 - Contracts	
Redd's Ace Hardware Redd's Ace Hardware	127619	890407 890513	01/29/2024	01/29/2024	771.43 54.98		214412250 - Equipment Operation	
Redd's Ace Hardware	127619	890568	01/29/2024	01/29/2024	67.98		214412250 - Equipment Operation	
Redd's Ace Hardware	127619	890844	01/29/2024	01/29/2024	16.15		214412250 - Equipment Operation	
				_	\$910.54			
				-	\$1,130.65			
RegenceBlueCross BlueShield UT	127600	20230714131745	07/25/2023	01/25/2024		SJC Jail	104230312 - Medical Expenses	
RegenceBlueCross BlueShield UT	127600	232060001427b	08/15/2023	01/25/2024		Claims Expense	104965134 - Health Insurance	
RegenceBlueCross BlueShield UT	127600	232200018243	08/29/2023	01/25/2024		Claims Expense	104965134 - Health Insurance	
RegenceBlueCross BlueShield UT	127600	232340000751	08/29/2023	01/25/2024	5,036.12	Claims Expense	104965134 - Health Insurance	
RegenceBlueCross BlueShield UT	127600	232410000760	09/12/2023	01/25/2024	4,613.05		104965134 - Health Insurance	
RegenceBlueCross BlueShield UT	127600	23248	09/20/2023	01/25/2024	-1,156.73		104965134 - Health Insurance	
RegenceBlueCross BlueShield UT	127600	232550008291	09/28/2023	01/25/2024	-133.24	Claims Expense	104965134 - Health Insurance	

Page 11 1/30/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
RegenceBlueCross BlueShield UT RegenceBlueCross BlueShield UT RegenceBlueCross BlueShield UT RegenceBlueCross BlueShield UT	127600 127600 127600 127600	232740000567 232760003525 233050003613 Duplicate	10/20/2023 10/20/2023 11/17/2023 12/31/2023	01/25/2024 01/25/2024 01/25/2024 01/25/2024	12.06 12.06 716.12 -26,766.72 \$0.00	Claims Expense Claims Expense	104965134 - Health Insurance 104965134 - Health Insurance 104965134 - Health Insurance	
RelaDyne West LLC RelaDyne West LLC	127593 127593	1045911 1045914-IN	01/12/2024 01/12/2024	01/16/2024 01/16/2024	\$0.00	SJC Landfill SJC Landfill	574424251 - Gas, Oil and Grease 574424251 - Gas, Oil and Grease	
Ricks Glass Inc. Ricks Glass Inc.	127568 127568	22218 22360	12/31/2023 01/16/2024	01/16/2024 01/16/2024		SJC Facilities SJC Facilities	104166260 - Buildings and Grounds 104166260 - Buildings and Grounds	
Rocky Mountain Home Care	eft	RMHC202201071	01/11/2022	01/29/2024	\$406.00	SJC Aging	104672615 - Contracts	
Rocky Mountain Personal Care Rocky Mountain Power	127537 127558	27713 20240110095939	12/31/2023 12/31/2023	01/16/2024 - 01/16/2024	\$239.00	SJC Aging 59271696-0022 Lasal Fire	104679615 - Contracts 104225270 - Utilities	
Rocky Mountain Power Rocky Mountain Power	127558 127558	20240112161333 20240112161424	12/31/2023 12/31/2023	01/16/2024 01/16/2024 _	201.28 232.02 \$611.47 \$611.47	59271696-0055 73241784-0020 Lasal Fire	104672270 - Utilities 104225270 - Utilities	
Rush Truck Centers of Utah Inc	127530	3035620881	01/16/2024	01/16/2024	156.61 \$156.61	SJC Road Dept	214412250 - Equipment Operation	
San Juan Building Supply Inc. San Juan Clinic	127511 127527	2401-243772 9241785	01/16/2024	01/16/2024 - 01/16/2024	15.05 \$15.05 72.00	SJC Road Dept JED DALTON	214412250 - Equipment Operation 214414620 - Miscellaneous Services	
San Juan Clinic San Juan Clinic	127527	9247073 9247073	12/31/2023	01/16/2024 _	72.00 72.00 \$144.00 38.28	Evan Rose 111355	214414620 - Miscellaneous Services 104230310 - Professional and Technica	
San Juan Clinic	127605	9251138	01/29/2024	01/29/2024 _	72.00 \$110.28 \$254.28		214414620 - Miscellaneous Services	
San Juan Health Services	127522	1112024	01/16/2024	01/16/2024	\$87.50	1/3 snow removal	255007.260 - Indirect Admin Buildings	
San Juan Hospital San Juan Hospital	127574 127574	9240924 9241561	12/31/2023 12/31/2023	01/16/2024 01/16/2024	334.96 886.61 \$1,221.57	Nathanial Curllis Clah	104230312 - Medical Expenses 104230312 - Medical Expenses	
San Juan Hospital San Juan Hospital	127616 127616	9246192 9246193	01/29/2024 01/29/2024	01/29/2024 01/29/2024 _	313.53 313.53 \$627.06 \$1.848.63	114879 Emilie Palmer 119361 Colette Kramme	104230310 - Professional and Technica 104230310 - Professional and Technica	

\$1,848.63

Page 12

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
San Juan Pharmacy Blanding	127507	378618	01/12/2024	01/16/2024	3.59	San Juan County Jail	104230312 - Medical Expenses	
				_	\$3.59			
SEUALG SEUALG	127627 127627	2024 2024b	01/23/2024 01/23/2024	01/29/2024 01/29/2024		EUTV DUES EUTV DUES	104150210 - Subscriptions and Membe 104150210 - Subscriptions and Membe	
				-	\$30,720.00			
Silas, Marilyn	127552	MS12312023	12/31/2023	01/16/2024	· ·	Alternatives	104679615 - Contracts	
				-	\$560.00			
Simpleview LLC	127544	INV367201	01/16/2024	01/16/2024	333.33	SJC Econ Dev and Visitor Services	104193210 - Subscriptions and Membe	
				_	\$333.33			
Singh, Nashatar	eft	20221024065351	10/26/2022	01/29/2024	25.00	Refund of Bail	103511000 - Justice Court Fines	
				-	\$25.00			
SJC Inmate Account	127581	SJCIA122023	12/31/2023	01/16/2024	2,277.02	Trustee Payroll	104230352 - Inmate Humanitarian Exp	
				-	\$2,277.02			
SJR Media SJR Media SJR Media SJR Media	127538 127538 127538 127538	163869 163876c 163891 163924	12/31/2023 01/01/2024 12/31/2023 01/16/2024	01/16/2024 01/16/2024 01/16/2024 01/16/2024	93.74 30.00 32.20 95.20 \$251.14	Renew Subscription	104242240 - Office Expense 104146210 - Subscriptions and Membe 105430220 - Public Notices 104111220 - Public Notices	
				-	\$251.14			
Skaggs Companies Inc.	127523	450_A_208482_1	12/31/2023	01/16/2024	•	SJC Sheriff Dept	104230310 - Professional and Technica	
				_	\$94.56			
Sorenson Advertising, dba Relic Age	127594	209558	01/16/2024	01/16/2024	12,100.00	SJC Tourism	104193490 - Advertising and Promotion	
				-	\$12,100.00			
Sysco Intermountain Food Svc. Sysco Intermountain Food Svc.	127557 127557	585471907 585479226	01/12/2024 01/12/2024	01/16/2024 01/16/2024		SJC SHERIFF SJC SHERIFF	104230480 - Kitchen Food 104230480 - Kitchen Food	
Sysco Intermountain Food Svc. Sysco Intermountain Food Svc.	eft eft	485472727 485479558	09/27/2022 09/27/2022	01/29/2024 01/29/2024	79.58 1,017.50 \$1,699.99	SJC SHERIFF SJC SHERIFF	104230480 - Kitchen Food 104230480 - Kitchen Food	
Tracy, Karley	eft	20220801081809	08/01/2022	01/29/2024		Queen Prize	104625240 - Office Expense	
				_	\$50.00			
UHIN	127519	23560	01/16/2024	01/16/2024	70.00	SJC AGING	104682615 - Contracts	
				_	\$70.00			
United Tactical Systems, LLC	127582	87821-IN, 88399-I	01/16/2024	01/16/2024	2,518.50	SJC Task Force	104211610 - Miscellaneous Supplies	
				_	\$2,518.50			
USU USU USU USU USU	127586 127586 127586 127586 127586	A35629-23-12 A35629-23-12 A35629-23-12 A35629-23-12 A35629-23-12	12/31/2023 12/31/2023 12/31/2023 12/31/2023 12/31/2023	01/16/2024 01/16/2024 01/16/2024 01/16/2024 01/16/2024	5.40 71.50 112.05 305.25 456.00	SJC Extension Support SJC Extension Support	104610241 - Postage 104610210 - Subscriptions and Membe 104610230 - Travel Expense 104610610 - Miscellaneous Supplies 104610220 - Public Notices	

Page 13 1/30/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
USU	127586	A35629-23-12	12/31/2023	01/16/2024	743.41	SJC Extension Support	104610480 - Special Department Suppl	
USU	127586	A35629-23-12	12/31/2023	01/16/2024	2,847.43	SJC Extension Support	104610620 - Miscellaneous Services	
					\$4,541.04			
				•	\$4,541.04	-		
Utah Association of Counties	127516	1019	01/16/2024	01/16/2024	50.00	SJC Recorder	104144210 - Subscriptions and Membe	
				•	\$50.00	-		
Utah Retirement Systems	EFT	PR010724-3952	12/29/2023	01/19/2024	-1.227.39	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR010724-3952	12/29/2023	01/19/2024	1,227.39	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR010724-3952	12/31/2023	01/19/2024	-1,227.39	State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	EFT	PR010724-3952	12/31/2023	01/19/2024	1,227.39	State Retirement	102224000 - Retirement Payable	
					\$0.00			
Utah Retirement Systems	eft	PR071022-3952	07/20/2022	01/29/2024	0.56	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	eft	PR071022-3952	07/20/2022	01/29/2024		State Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	eft	PR082122-3952	08/29/2022	01/29/2024	0.23	401k Retirement	102224000 - Retirement Payable	
Utah Retirement Systems	eft	PR082122-3952	08/29/2022	01/29/2024	20.19	State Retirement	102224000 - Retirement Payable	
					\$70.93			
				•	\$70.93	•		
Utah State Archives & Records	127562	2420000040	01/16/2024	01/16/2024	765.00	AR Dept:BPRO 150:10045	104144240 - Office Expense	
				•	\$765.00	•		
Utah State Tax Commision	EFT	PR040223-576	04/07/2023	01/25/2024	14,767.60	State Income Tax	102223000 - StateTax W/H Payable	
Utah State Tax Commision	EFT	PR041623-576	04/21/2023	01/25/2024		State Income Tax	102223000 - StateTax W/H Payable	
Utah State Tax Commision	EFT	PR043023-576	04/27/2023	01/25/2024		State Income Tax	102223000 - StateTax W/H Payable	
Utah State Tax Commision	EFT	PR043023-576	05/05/2023	01/25/2024		State Income Tax	102223000 - StateTax W/H Payable	
Utah State Tax Commission	EFT	PR051423-576	05/19/2023	01/25/2024		State Income Tax	102223000 - StateTax W/H Payable	
Utah State Tax Commission	EFT	PR052823-576	06/02/2023	01/25/2024		State Income Tax	102223000 - StateTax W/H Payable	
Utah State Tax Commision Utah State Tax Commision	EFT EFT	PR052823-576 PR061123-576	06/09/2023 06/16/2023	01/25/2024 01/25/2024	55.40 14,611.28	State Income Tax State Income Tax	102223000 - StateTax W/H Payable 102223000 - StateTax W/H Payable	
Utah State Tax Commision	EFT	PR062523-576	06/30/2023	01/25/2024		State Income Tax State Income Tax	102223000 - StateTax W/H Payable	
Utah State Tax Commision	EFT	PR070923-576	07/14/2023	01/25/2024		State Income Tax	102223000 - StateTax W/H Payable	
otali otale rax commision	21.1	111070320-070	01/14/2020	01/20/2024	\$120,552.60		102223000 - Olalie Tax Will T ayable	
Utah State Tax Commission	EFT	02400500114638	07/31/2023	01/25/2024	708.94	State Tax Overage Estimate	102223000 - StateTax W/H Payable	
				•	\$708.94	•		
Valentine, Liberty Ann	eft	20190718153037	07/15/2019	01/29/2024	370.00	Refund of Bail	103511000 - Justice Court Fines	
				•	\$370.00	•		
Verizon Wireless	127556	9950669200	12/31/2023	01/16/2024	53.00		255008.280 - Indirect Nursing Telephon	
Verizon Wireless	127556	9950669200	12/31/2023	01/16/2024	53.00		255010.280 - Indirect Health Insp Telep	
Verizon Wireless	127556	9950669200	12/31/2023	01/16/2024		742063425-00001 - Public Health	255193.280 - Home Visiting - PAT Tele	
Verizon Wireless	127556	9950669200	12/31/2023	01/16/2024	53.00		255281.280 - EED - Epidemiology Tele	
Verizon Wireless	127556	9950669200	12/31/2023	01/16/2024	53.00		255310.280 - PHEP Preparedness Tele	
Verizon Wireless	127556	9951668515 9951710012	12/31/2023	01/16/2024	-0.38		264350280 - Telephone	
Verizon Wireless Verizon Wireless	127556 127556	9951710012	12/31/2023 12/31/2023	01/16/2024 01/16/2024	259.93 64.95		104211610 - Miscellaneous Supplies 104111280 - Telephone	
verizori wireless	127550	9951720555	12/31/2023	01/10/2024			104 111260 - Telephone	
					\$589.50	-		
					\$589.50			
Vitalevich Kovalenko, David	eft	EV202102050108	01/29/2021	01/29/2024		OVER PAYMENT	103511000 - Justice Court Fines	
					\$20.00			

Page 14 1/30/2024 2

Vashington National Insurance	127583	P2393486			Amount	Description	Ledger Account	Code
			01/16/2024	01/16/2024	3,960.12	Payroll Benefits	102229000 - Other Deductions Payable	
				-	\$3,960.12			
Vaste Management of Colorado	127535	0426656-4889-7	01/12/2024	01/16/2024	216.25	19-36095-03000 SJC Public Health	255007.270 - Indirect Admin Utilities	
Vaste Management of Colorado	127604	426560-4889-1	01/23/2024	01/29/2024	89.65	16-83977-53000 SJC Road Dept	214414270 - Utilities	
				-	\$305.90			
Velliver, Rachel Eileen	eft	20221010104924	10/11/2022	01/29/2024	50.00	Refund of Overpayment	103511000 - Justice Court Fines	
				-	\$50.00			
Wheeler Machinery Company Wheeler Machinery Company	127596 127596 127596 127596	RS0000255893 SS000467467 SS000467468 SS000467725	12/31/2023 12/31/2023 12/31/2023 12/31/2023	01/16/2024 01/16/2024 01/16/2024 01/16/2024 -	29,136.00 1,390.25 768.21 816.44 \$32,110.90	Equipment Rental CAT 150 AWD SJC Landfill SJC Landfill SJC Road Dept	214414255 - Equipment Rental 574424250 - Equipment Operation 574424250 - Equipment Operation 214412250 - Equipment Operation	

Page 15 1/30/2024



COMMISSION STAFF REPORT

MEETING DATE: February 6, 2024

SUBMITTED BY: Tammy Gallegos, Emergency Manger

TITLE: 2024 Basic Emergency Operations Plan

RECOMMENDATION: Approval

SUMMARY

This is the San Juan County Basic Emergency Operations Plan. It is updated bi-annually. The County Attorney has looked at the plan and has found no issues.

HISTORY/PAST ACTION

We have had this approved every 2 years.

FISCAL IMPACT

None



Emergency Operations Plan 2024

PROMULGATION

This plan was approved by the San Juan County Commission on

WHEREAS, San Juan County recognizes it is at risk to a wide range of natural, technological, and man-made hazards and there is a need for ongoing emergency operations planning by all jurisdictions of government within San Juan County; and

WHEREAS, the San Juan County Commission has directed the staff to utilize the resources of the county in a resourceful and effective manner in the provision of emergency management; and

WHERAS, staff has drafted the 2020 Emergency Operations Plan to assist the county and its residents to be prepared for and effectively respond to an emergency; and

WHERAS, this Emergency Operations Plan is needed to coordinate and support county response efforts in the event of an emergency or disaster and during the aftermath thereof; and

WHEREAS, this plan will provide a framework for the departments of the county to plan, and perform their respective emergency functions during a Local, County, State or National emergency or disaster.

WHEREAS, in accordance with the Homeland Security Presidential Directive 5, all agencies, departments, and organizations having responsibilities delineated in this Emergency Operations Plan will use the National Incident Management System; and

WHERAS, this plan is promulgated as the San Juan County Emergency Operations Plan and designed to comply with all applicable San Juan County regulations and provides the policies and procedures to be followed in response to emergencies, disasters and terrorism events.

NOW THEREFORE, BE IT RESOLVED by the Commission of San Juan County, this Emergency Operations Plan as updated is officially adopted,

PASSED AND ADOPTED BY THE SAN JUAN CO	UNTY COMMISSION, STATE OF UTAH, THIS DAY OF
	ATTEST:
Commission Chairman	
County Commissioner	County Clerk
County Commissioner	

APPROVAL AND IMPLEMENTATION

This document is the updated integrated emergency operations plan (EOP) for San Juan County This EOP supersedes any previous emergency management plans promulgated by San Juan County. It provides a framework for County departments to plan and perform their respective emergency functions during a disaster or national emergency. This EOP recognizes the need for ongoing emergency operations planning by all County departments. This plan addresses the four goals identified in the National Strategy for Homeland Security:

- Prevent and disrupt terrorist attacks.
- Protect the American people, our critical infrastructure, and key resources.
- Respond to and recover from incidents.
- Continue to strengthen the foundation to ensure our long-term recovery success.

By integrating planning efforts in these four areas, San Juan County can produce an effective emergency management and homeland security program. In accordance with the Homeland Security Presidential Directive (HSPD)-5, all agencies, departments, and organizations having responsibilities delineated in this EOP will use the National Incident Management System (NIMS). This system will allow proper coordination between local, state, and federal organizations. As part of NIMS, the Incident Command System (ICS) will enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure. All on-scene incident management will be coordinated using ICS. This EOP is in accordance with existing federal, state, and local statutes. The San Juan County Commission has approved this plan. The plan will be revised and updated as required.

Under Title 53-2a-208 the San Juan County Commission and officials are hereby vested with the authority to declare a local state of emergency. The San Juan County Emergency Operations Plan has been duly adopted by the San Juan County Commission.

Minor modifications of the plan can be made by San Juan County Emergency Manager through a delegation of authority by approval of this plan and acknowledged below without the senior official's signature during any emergency event. I acknowledge that I, or a representative have reviewed this plan and agree to the tasks and responsibilities assigned herein. It is also agreed upon if necessary to upgrade this Emergency Operations Plan as it relates to responsibilities on a bi-annual basis and submit any changes to San Juan County Commission for their review and updates.

DATE APPROVED:	
County Commission Chairman	County Commissioner
County Commissioner	County Emergency Manager

Item 4.

PLAN IMPLEMENTATION

Once promulgated by the County Commission, this EOP is in effect and may be implemented in whole or in part to respond to:

- Incidents in or affecting the County
- Emergencies within the County
- Non-routine life-safety issues affecting the County

An emergency declaration is not required in order to implement the EOP or activate the Emergency Operations Center (EOC). The Emergency Manager may implement the EOP as deemed appropriate for the situation or at the request of an on-scene Incident Commander.

PLAN ORGANIZATION

The County EOP is composed of three main elements:

- Basic Plan (with appendices)
- Emergency Support Functions (ESF's)
- Hazard-Specific Annexes (HA's)

San Juan County Emergency Operations Plan Organization



Emergency Support Functions



BASIC PLAN

The purpose of the Basic Plan is to provide a framework for emergency operations and information regarding the County's emergency management structure. It serves as the primary document outlining roles and responsibilities of elected officials during an incident. Specifically, the Basic Plan identifies:

- A concept of operations for the County that describes how the County will conduct its emergency operations and coordinate with other agencies and jurisdictions.
- Roles and responsibilities for elected officials, County departments, and key response partners.
- The County's emergency response structure, including activation and operation of the County EOC and implementation of ICS.
- Hazards and threats facing the community, including planning assumptions based on the County's response capabilities.
- Disaster Intelligence
- Communications
- Administration, Finance, and Logistics
- The County's protocols for maintaining and reviewing this EOP, including training, exercises, and public education components

• Legal authorities, including the emergency declaration process, activation of mutual aid agreements, and requests for resources and emergency spending powers.

ESF ANNEXES

ESF Annexes group county resources and capabilities into functional areas that are most frequently needed in a county response. Support Annexes describe essential supporting aspects that are common to all incidents. In the event of an incident for which the County's capabilities and/or resources are limited or exhausted, each annex clearly defines escalation pathways and procedures for requesting additional resources from mutual aid agencies, followed by State agencies.

HAZARD SPECIFIC ANNEXES

While this EOP has been developed as an all-hazards planning document, some hazards may require unique considerations. To that end, HA's supplement the Basic Plan to identify critical tasks particular to specific natural, technological, and human-caused hazards identified in the County's most current Hazard Identification and Vulnerability Assessment.

Phases of Emergency Management

This EOP describes basic strategies that will outline the mobilization of resources and emergency operation activities that support local emergency management efforts. This EOP addresses disasters through the four mission areas identified in the National Strategy for Homeland Security: to prevent, protect against, respond to and recover from natural, technological or human-caused emergencies.

- Prevention consists of actions that reduce risk from human-caused events. Prevention planning
 identifies actions that minimize the possibility that an event will occur or adversely
 impact the safety and security of a jurisdiction's critical infrastructures and its inhabitants.
- Protection reduces or eliminates a threat to people and places. The protection of critical infrastructure
 and key resources is vital to local jurisdictions, national security, public health and safety, and
 economic vitality. Protection safeguards citizens and their freedoms, critical infrastructure, property,
 and the economy from acts of terrorism, natural disasters or other emergencies. Protective actions
 may occur before, during, or after an incident and prevent, minimize, or contain the impact of an
 incident.
- Mitigation is a vital component of the overall preparedness effort and represents the sustained actions a jurisdiction takes to reduce or eliminate long-term risk to people and property from the effects of hazards and threats. The purpose of mitigation is twofold: (1) to protect people and structures and (2) to minimize the costs of disaster response and recovery.
- Response embodies the actions taken in the immediate aftermath of an event to save lives, meet basic human needs and reduce the loss of property and impact to the environment. Response planning provides rapid and disciplined incident assessment to ensure response is quickly scalable, adaptable and flexible.
- Recovery encompasses both short-term and long-term efforts for the rebuilding and revitalization of
 affected communities. Recovery planning must be a near seamless transition from response activities
 to short-term recovery operations, including restoration of interrupted utility services, reestablishment
 of transportation routes, and the provision of food and shelter to displaced persons. More specific
 information concerning prevention, protection, response and recovery is addressed in the emergency
 support function section and hazard annex appendices to this EOP.

RECORD OF PLAN CHANGES

The County Emergency Manager will coordinate review, revision, and re-promulgation of this plan every two years or when changes occur, such as lessons learned from exercises or events. Changes to the annexes and appendices, and non-substantive changes to the Basic Plan, may be made by Emergency Manager without formal County Commission approval. All updates and revisions to the plan will be tracked and recorded in the following table. This process will ensure that the most recent version of the plan is disseminated and implemented by emergency response personnel.

Section Title	Page Number	Department	Date	Summary of Change
	l .			

PLAN DISTRIBUTION LIST

Copies of this plan will be provided to the following jurisdictions, agencies, and persons electronically, unless otherwise indicated. Updates will be provided electronically, when available. Recipients will be responsible for updating their Emergency Operations Plans when they receive changes. The County Emergency Manager is ultimately responsible for dissemination of all plan updates.

DEPARTMENT/AGENCY	TITLE	Number Distributed

San Juan County Emergency Operations Plan Table of Contents

Cover	1
Promulgation	2
Approval and Implementation	3
Plan Implementation	4
Plan Organization	4
Basic Plan	4
ESF Annexes	5
Hazard Specific Annexes	5
Phases Of Emergency Management	5
Record Of Plan Changes	6
Record of Distribution	7
Table Of Contents	8-11
Section 1 Purpose, Scope, Situations and Assumptions	12
Purpose	12
Scope	12
Situation	12-16
Identified Hazards	16-17
Natural Hazards (Landslide, Drought, Epidemic, Flooding, Severe weather, Snow,	18
Lightning, Wildland Fire, Urban Fire)	
Technological Hazards (Hazardous Materials)	18
Human Caused Hazards (Transportation Incidents, Domestic Terrorism, Biological	19-20
and Chemical Weapons, Regional and National Incidents, Utility	
Outages/Shortages, Communications Disruptions,)	
Hazard Assessment	20
Probability	20-21
Extent Intensity	21
Vulnerabilities	21-22
Impact	22-23
Social Vulnerabilities	23
Community Resilience	24
Expected Annual Loss	24
Overall NRI Score	24-25
Overall Risk Scores	25-56
Protection of Critical Infrastructure and Key Resources	26
Capability Assessment	26
Core Capabilities	27
Mitigation Overview	27
Mitigation Planning Process and Coordination	28
Planning Assumptions	28
Access and Functional Needs	30
Section 2 Concept of Operations	31
Emergency Operations Plan Implementation	32
Declaring a Local State of Emergency	32-33

Local Government Resources	34
Emergency Operations Center	34
Escalation of Levels in the EOC	34
ECO Levels of Operations	35
Levels of Emergencies/Disaster and Corresponding Actions	35
Full Scale Activation	35
Partial Activation	35
Limited Activation	36
Monitoring Activation	36
Federal NIMS/ICS Incident Types	36-37
Type 5 Incident	37
Type 4 Incident	37
Type 3 Incident	38
Type 2 Incident	38-39
Type 1 Incident	39
ICS Forms	39
Emergency Support Functions	39-40
Community Lifelines	40-41
EOC Coordination	42
EOC Support Planning	43
After Action Reports Prepared	43
Notification and Warning	43
Response Functions	44
Section 3 Organization and Responsibilities	44
EOC Manager	45
Public Information Officer	45
EOC Safety Officer	45
Liaison Officer	45-46
Operations Section	46
Logistics Section	46-47
Finance and Administration	48
Planning and Intel / Community Development Section	48-49
Authority and Role of Support Staff	49-50
Direction and Control	50-51
Local Control	51
Incorporated Areas	51
Federal/State Public Lands	51
Public Health Event	51
Regional Support	51
Utah Department of Emergency Management	52
Federal Agencies/Federal Emergency Management Agency	52
National Weather Service	52
Non-governmental Organizations/American Red Cross/VOAD	52-53
External Parties	53
General Public	53

Business and Industry	53
County	54
Delegation of Authority	54
Section 4 Direction, Control and Coordination	54
Rapid Damage Assessment	55
Preliminary Damage Assessment	55-56
FEMA Disaster Declaration Process	56
Response Procedures	56-57
Response Recovery	57-58
Incident Reporting	58
Reports and Record Keeping	58
Federal Records	58
State Records	59
Post Assessment Communication and Reporting	59
Determination of Recovery Strategy	59
Continuity of Government	59
Section 5 Disaster Intelligence	60-61
Section 6 Communications	61
Common Operating Picture	61-63
Emergency Alert Systems	64-66
Section 7 Administration, Finance, and Logistics	66-67
Administration Information	66-67
Records Preservations and Restoration	67
Reports and Records	67
Reporting guidelines	67
Initial reports	67
Updates	67
Post emergency reports	67
Reports and Record Keeping	67
Reports and Records	67-68
Financial Management	68
Emergency Procurement	68-69
Accounting	69
Fiscal Agreements	69
Logistics	69
Training and Mitigation	69
Training Opportunities	70
Emergency Exercises	70
Public Education and Awareness	70-71
Section 8 Plan Maintenance and Distribution	71
EOP Multiyear Strategy	71-72
Section 9 Authorities and References	72
Authorities	72
Federal Authorities	72
State of Utah	72

Supporting Documents/Plans	72
Agreements	72
Section 10 Glossary	73-75
Section 11 Acronyms	76
END OF BASIC PLAN	
Section 12 Emergency Support Functions Annexes	
Section 13 Hazard Specific Annexes	
Section 14 Contact List	
Section 15 Damage Assessment Annex	
Section 16 Disaster Declaration Annex	
Section 17 Emergency Operations Center Annex	
Section 18 Emergency Preparedness Local Homeless Plan	
Section 19 Evacuation Annex	
Section 20 Haz-Mat Annex	
Section 21 Maps	
Section 22 Morgue Services Annex	
Section 23 Mutual Aid Annex	
Section 24 NIMS Plan	
Section 25 Supporting Documents Annex	
Section 26 Terrorism Annex	
Section 27 NIMS Forms	
Section 28 WebEoc Annex	

Section 1 PURPOSE, SCOPE, SITUATIONS, AND ASSUMPTIONS

1.1 PURPOSE

The primary purpose of the EOP is to outline San Juan County's all-hazard approach to emergency operations in order to protect the safety, health, and welfare of its citizens throughout all emergency management mission areas. Through this EOP the County designates NIMS and the Incident Command System (ICS) as the framework within which all emergency management activities will be conducted.

1.2 SCOPE

The EOP is implemented whenever the County must respond to an emergency incident or planned event whose size or complexity is beyond that normally handled by routine operations. Such occurrences may include natural, technological, or human-caused disasters and may impact unincorporated areas of the County, incorporated municipalities, or a combination thereof. This plan is intended to guide the County's emergency operations while complementing and supporting the emergency response plans and procedures of responding agencies, other local governments, special districts, and other public, nonprofit/volunteer, and private-sector entities.

A community's emergency management infrastructure is a complex network of relationships. The EOP establishes roles, responsibilities, and relationships among agencies and organizations involved in emergency operations, thereby facilitating multi-agency and multi-jurisdiction coordination. Using this framework, County departments and agencies that operate under this plan are expected to develop and keep current lines of succession and standard operating procedures (SOPs) that describe how emergency tasks will be performed. Training and equipment necessary for response operations should be maintained by County departments and agencies.

The primary users of this plan are elected officials, department heads and their senior staff members, emergency management staff, coordinating response agencies, and other stakeholders that support emergency operations. The general public is also welcome to review non-sensitive parts of this plan to better understand how the County manages emergency operations.

This plan is adopted to protect and preserve the public peace, health, safety, and welfare. Its provisions shall be liberally construed for the accomplishment of these purposes. No provision of or term used in this plan is intended to impose any duty whatsoever upon the County, or their officers, employees for whom the implementation or enforcement of this plan shall be, construed to create or form the basis of any liability on the part of the County, or their officers, employees, or agents, for any injury or damage resulting from failure of any public official or employee to comply with the provisions of this plan, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this plan on part of the County by any of their officers, employees or agents.

It is expressly the purpose of this plan to provide for and promote the health, safety, and welfare of the general public. It is not intended to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by it provisions.

1.3 SITUATION

San Juan County is located in southeastern Utah. The county borders 14 other counties, which is more than any other county in the United States. It is bordered on the north by Grand County; on the northeast by Mesa County, CO and Montrose County, CO; on the east by San Miguel County, CO, Delores County, CO, and

Montezuma County, CO; on the southeast by San Juan County, NM; on the south by Apache County, AZ a Navajo County, AZ; on the southwest by Coconino County, AZ; on the west by Kane County, Garfield County, and Wayne County; and on the northwest by Emery County. Total area of the county is 7,933 square miles, of which 113 square miles is water (U.S. Census QuickFacts, 2022). It is the largest county by area in Utah.



San Juan County has a portion of the Navajo Nation within its boundaries as well as the Ute Mountain Ute Tribe and the Southern Paiute Tribe. The response to an Emergency or disaster on the Navajo Nation is coordinated through the Navajo Nation Department of Emergency Management in Window Rock. The Utah Navajo Chapters work with the Navajo Nation Department of Emergency Management for their needs. The Navajo Nation Department of Emergency Management then coordinates with the State of Utah for assistance. The same process is followed for the Ute Mountain Ute Tribe and the Southern Paiute Tribe. The State of Utah has a designated Tribal Liaison Officer who works with the Tribes, State and Local jurisdictions to help coordinate efforts in response to an emergency or disaster.

History and settlement

San Juan County is originally named after the San Juan River, which was named by the Dominguez-Escalante party. Prehistorically, the Anasazi Basket makers inhabited the area and created many of the archeological ruins and items found throughout the county, such as cliff houses, pictographs, and petroglyphs. The Utes and Navajo Native Americans lived in the county after the Anasazi departed (SJ General Plan, 2018). The Navajo Nation still currently resides on a reservation in the southeast corner of the county on approximately 1.2 million acres. There is a portion of the Southern Utah Paiute Tribe and Ute Mountain Ute tribe within the county as well.

The first large group of white settlers came to the area in 1879 to scout out new land to settle. The expedition, made up of Latter-day Saint scouts, first opened up the Bluff area for settlement with the creation of Bluff Fort. After failing to irrigate effectively using the San Juan River, many people moved to Blanding and Monticello to raise cattle and livestock (SJ General Plan, 2018).

Gold, oil and gas, and uranium have been successfully mined throughout the county, providing many jobs for locals and boosting the county's economy. Tourism is also a primary resource in San Juan County.

Geography

San Juan County is in the semi-arid desert region of southeastern Utah. The county's terrain generally slopes to the west and the south, with its highest point, Mount Peale, at 12,726 feet above sea level. Blanding has an elevation of 6,106 feet, Monticello has an elevation of 7,070 feet, and Bluff has an elevation of 4,324 feet. The

Blue (Abajo) Mountains and the La Sal Mountains exceed 12,000 feet in elevation. Both ranges are coverwith lush forests, contrasting the scenery below. The elevation change within the county is from nearly 13,000 feet in the La Sal Mountains to 3,000 feet at Lake Powell, a difference of about 10,000 feet.

The county's western and southern borders lie deep within gorges carved by the Colorado and San Juan Rivers. Tributary canyons, cutting through rock layers of the surrounding deserts, have carved the land up with chasms, cliffs, and plateaus. In the center of the county are Cedar Mesa, Comb Wash, Natural Bridges, and Hovenweep National Monuments. Canyonlands National Park lies mostly within the county borders. The eastern side of Glen Canyon National Recreation Area/Lake Powell is also in the county.

Land Ownership

San Juan County has approximately 5.1 million total land acres. Federal land, administered by the Bureau of Land Management, holds the greatest land ownership in the county with 41% or approximately 2.1 million acres. The Navajo Nation has approximately 1.2 million acres (25%); the National Park Service has 589,000 acres (12%); the U.S. Forest Service encompasses about 450,000 acres (9%); the state of Utah owns 268,000 acres (5%); and State Parks have approximately 3,000 acres (less than 1%). Private ownership only makes up about 404,000 acres, which is just under 8% (SJ General Plan, 2018).

Since the county is 67% federal and state land, the land management policies of the corresponding governing agencies greatly impact the county's economy (SJ General Plan, 2018).

San Juan County is in the far southeastern portion of Utah within the Colorado Plateau along the Colorado and Arizona borders. It is the largest county in Utah and the 24th largest in the United States with approximately 7,933 total square miles. Some of the more famous attractions within San Juan County are Monument Valley, Canyonlands National Park, Bears Ears National Monument, Lake Powell, Four Corners area, and the Navajo Indian Reservation. The following table lists the land use statistics in the county.

Land Use	Acres
Forest	1,890,662
Grain Crops	55,117
Conservation Reserve Program	36,079
Grass/Pasture/Hay lands	26,733
Orchards/Vineyards	71
Row Crops	26,557
Shrub/Rangeland	2,937,699
Water	45,629
Developed	4,488
County Total	5,023,035

The demographics and population of an area are important to understand what the impacts of a natural hazard may be on communities now and in the future. In 2021, San Juan County had a population of 14,489 (U.S. Census QuickFacts, 2021). This is a slight decrease from the population taken during the 2020 Census,

The population trends for San Juan County and the three largest cities/town in the county are shown in the table below.

San Juan County Population Trends

Area in County	2010	2020	Percent Change 2010–2020
Entire County	14,746	14,518	-1.55%
Monticello	1,972	1,824	-7.51%
Blanding	3,375	3,394	0.56%
Bluff	258	240	-6.98%
Source: U.S. Census Bureau, 2010, 2020			

Between 2010 and 2020, the county as a whole decreased in population by -1.55%, although there were periods of substantial growth and subsequent declines within that period. Monticello and Bluff both also decreased in population, with -7.51% and -6.98% declines respectively. The only city to experience growth in the county during this ten-year period was the city of Blanding, which grew by 0.56%.

Of the total population in the county, 50.0% are female (American Community Survey, 2019). 0.8% of residents were foreign born. The population is ethnically diverse with 48.0% of county residents listed as white and 48.5% of residents listed as American Indian. The county's racial and ethnic distribution is listed in the table below. Only the six most common ethnicities in the county are included, and some members of the population may identify as more than one race.

San Juan County Racial and Ethnic Distribution

Race	Percent of Population	
White	48.0%	
Black or African American	0.4%	
American Indian and Alaska Native	48.5%	
Asian	0.6%	
Native Hawaiian and Other Pacific Islander	0.1%	
Hispanic or Latino	6.1%	
Source: U.S. Census Bureau, 2020; American Community Survey, 2022		

As of 2017 San Juan County was the poorest county (per capita) in the state and one of the poorest in the United States

San Juan County has three mainland-based economic opportunities that are expected to lead growth. These are mineral (hard rock mining and oil/gas exploration), agriculture, and tourism. Other factors that affect economic enrichment involve mineral production, governmental operations (state and federal), tribal operation, oil and gas exploration, and wildlife recreation.

San Juan County's largest employment industry rests with federal, state, and local government, retail trate and health and social services. Tourism and professional and technical services are also large employers that contribute to the county's economy. The adjusted unemployment rate is 4.2% for San Juan County as of October 2022 compared to the state of Utah unemployment rate of 2.1% and the United States unemployment rate of 3.7% for the same period (Utah Department of Workforce Services, 2022).

The median household income for San Juan County was reported to be \$49,690, and the median home value was reported to be \$128,700 in 2020. The poverty rate in the county is 18.6% (U.S. Census QuickFacts, 2020).

There are several airports in the County located at Monticello, Blanding, and Halls Crossing (Cal Black Memorial Airport). In addition, there is a paved strip at Bluff and Monument Valley. There are dirt/gravel strips at Montezuma Creek, Navajo Mountain and Hite.

The nearest commercial airline service is located at Moab Utah, Cortez, Durango, and Grand Junction, Colorado, and Farmington, New Mexico.

State Route 191 traverses San Juan County from the North to the South. State Roue491, 163, 261, 262, 95, 46, and 276 are major traffic routes for tourists and commercial travel throughout the County. Either the Utah Department of Transportation or San Juan County almost exclusively maintain the public roadways within San Juan County.

Several bridges provide key access to portions of the county; these are the Mexican Hat Bridge on State Route 163, the bridge at Bluff/San Juan Island on State Route 191, the Montezuma Creek Bridge on State Route 163, and the bridge crossing the San Juan River at Montezuma Creek, the Oljato Bridge near Oljato, the Paiute Creek Bridge at Navajo Mountain and the bridges on State Route 95 near Hite. If the bridge crossing the Colorado River near Moab became dysfunctional, there would be a significant impact on the County.

It is recognized that San Juan County is vulnerable to natural, technological and human-caused hazards that threaten the health, welfare and security of our citizens. The cost of response to and recovery from potential disasters can be substantially reduced when attention is turned to mitigation action and planning. Although San Juan County is vulnerable to winter storms, drought, and flooding, other hazards such as wildfires, and landslides pose risks to San Juan County's population and property.

1.4 IDENTIFIED HAZARDS

There are countless hazards that pose a threat to human life, health, and well-being, and no attempt is made here to compile an exhaustive list. Those that are addressed in disaster planning are generally categorized as "natural" or "technological" (sometimes "manmade"). The FEMA website contains a thorough discussion and list of hazards in the section entitled "National Risk Index for Natural Hazards" (FEMA, 2022). Some hazards are a threat to all geographic areas while others (e.g., flooding) are more limited in their extent. Studies were conducted to determine which hazards are of concern in San Juan County.

San Juan County hazards were identified and their frequency of occurrence evaluated using a number of resources, including:

- 2018 San Juan County Pre-Disaster Natural Hazard Mitigation Plan
- San Juan County 2018 General Plan

- Hazard planning documents developed by state, federal, and private agencies
- NOAA weather data from the past 72 years
- Data from the United States Geological Survey (USGS) and the Utah State Geological Survey (UGS)

Hazards that have been identified as significant in this county are listed below.

Natural Hazards

- Severe Summer Weather
 - Extreme Heat
 - Lightning
 - o Hail
 - Tornado
 - Straight-Line Wind
- Severe Winter Weather
 - o Extreme Cold
 - Winter Storm
 - Avalanche
- Wildfire
- Flood
 - River or Stream Flood
 - Flash Flood
 - o Dam Failure
- Drought
- Infestation

Geological Hazards

- Earthquake
- Landslide
- Problem Soils

Technological (Manmade) Hazards

Hazardous Material Incident

The occurrence of one or more of the previously listed emergency/disaster events could result in a catastrophic disaster situation, which could overwhelm local and state recourses.

It is necessary for the County to plan for and to carry out coordinated disaster response and short-term recovery operations utilizing local resources; however, it is likely that outside assistance would be necessary in most major disaster situations affecting the County.

Emergency and disaster occurrences could result in disruption of government functions. This necessitates that all levels of local government and departments develop and maintain standard operating procedures to ensure continuity of government. These procedures will address depth of staffing, lines of succession, and mode of operation.

Most natural disasters will leave at least some part of the county isolated and on its own for a period of the County responds to Emergencies as they happen, providing resources that are available, then reaching out to our region, state and non-governmental organizations when we need more assistance

Officials of the County are aware of the threat of major emergency or disaster and will fulfill identified responsibilities as needed to the extent possible.

1.4.1 Natural Hazards

Numerous natural hazards exist in San Juan County that can constrain land use. Severe Drought, Wildland Fire, Flooding and Winter Storms

- Wildland Fire: Utah's typical fire season is the dry period from May through October. A large number
 of wildfires are caused by lightning. The wildland/urban interface is defined as the area where
 structures and other human development meet or intermingle with undeveloped wildland or
 vegetative fuels.
- **Urban Fires:** The risk of an urban conflagration has been reduced with the establishment and implementation of fire prevention codes and inspection programs. Arson and institutional fires may require major commitments of fire suppression resources leaving the community vulnerable to other emergency responses.
- Drought: Even in normal years, Utah has a limited water supply. It is the second driest state in the nation. Most of Utah is classified as a desert receiving less than 13 inches of annual precipitation. Drought is a normal and recurring feature of climate and is a result of a deficiency of precipitation over an extended period of time, resulting in a water shortage that impacts normal water usage. The severity of a drought depends on the degree of moisture deficiency, its duration and the size of the affected area. Because it is so hard to develop a quantitative definition for drought, it is difficult to determine precisely when a drought starts and ends.
- Landslide: Are common natural hazards in Utah. They often strike without warning and can be destructive and costly. Common types of landslides in Utah are debris flows, slides, and rock falls. Many landslides are associated with rising groundwater levels due to rainfall, snowmelt and landscape irrigation.
- **Epidemic:** Epidemics and Public Health Emergency Emerging and reemerging infections such as pandemics, mosquito-borne illnesses, hemorrhagic fevers, and the resurgence of tuberculosis and cholera in new, more severe forms, and the economic and environmental dangers of similar occurrences in animals and plants attest to our continuing vulnerability to infectious diseases throughout the world.
- **Flooding:** Although located in a semi-arid region, San Juan County is vulnerable to severe thunderstorms and snowmelt floods.
- **Snow:** Snowstorms over southeastern Utah have a dramatic effect on regional commerce, transportation and daily activity.
- Lightning: Each year, hundreds of Americans are hit by lightning, resulting in dozens of deaths and
 injuries. Lightning causes more deaths per year in the United States than those from tornados or
 hurricanes.

1.4.2 Technological Hazards

Include hazardous materials incidents and nuclear power plant failures. Usually, little or no warning precedes incidents involving technological hazards.

- Hazardous Materials: Incidents can occur anywhere there is a road, rail line, pipeline or fixed faci
 storing hazardous materials. Virtually the entire county is at risk to an unpredictable incident of some type.
- **Fixed Sites:** The Emergency Management Department conducts annual review of facilities that store or use chemicals that are considered extremely hazardous substances by the U.S. Environmental Protection Agency. The Emergency Management Department maintains and updates the hazard analysis and facility emergency response information every two years.

1.4.3 Human-Caused Hazards

San Juan County may not be able to prevent a human-caused hazard from happening, but it is well within the county's ability to lessen the likelihood and/or the potential effects of an incident

- Transportation Incidents: Involve the interruption or failure of transportation systems, including air, rail, and ground vehicles. San Juan County has no public railway, bus, or passenger air transportation. The major U.S Highways include 191 and 491. State highway 191 extends from the northern San Juan County line south through Monticello, Blanding, Bluff, and Mexican Water on into Arizona. State highway 491 extends from the Colorado State line west through Monticello. State highway 163 runs perpendicular to US 191, extending from Montezuma Creek west through Bluff, and then southwesterly through Mexican Hat and on to the Arizona state line.
- The movement of motorized vehicles in San Juan County is a common everyday occurrence. Due to the rural/frontier nature of the county, a majority of our residents depend on vehicular transportation as their primary mode of transportation. Due to the frequency of vehicular movement, there are a significant number of accidents that occur within the county. In the instance of an isolated incident or a "typical" multi-vehicle incident, the normal emergency procedures of the County Sheriff's Department and Local Police Department(s) EMS, and Volunteer Fire & Rescue Departments will address the situation. However, in the instance of mass casualties, extended closure of major transportation routes, injuries that exceed the ability of local medical providers to provide adequate triage or similar disaster level instances, a more intensive response is necessary. If this situation occurs mutual aid agreements with other agencies will be utilized.
- Civil Unrest: While rare, incidents such as riots, protests, looting and other public displays can have an impact on a community. Typically, these incidents can be adequately addressed through normal public safety procedures. If an incident of civil unrest rises to a level that warrants a more intensive response from San Juan County. The County Emergency Manager with consultation with public safety officials may take any measures necessary to protect the health, safety, property and general welfare of residents and businesses in the community. These situations are unique, very dynamic and can change very quickly. The County Emergency Manager is hereby authorized to use all resources to protect the interests of the residents and businesses of the county, as allowed by law. Each incident may require a unique response from San Juan County.

Domestic Terrorism

- Terrorism is the use of force or violence against persons or property in violation of the criminal laws of
 the United States for purposes of intimidation, coercion or ransom. Terrorists often use threats to
 create fear among the public, to try to convince citizens that their government is powerless to prevent
 terrorism, and to get immediate publicity for their causes. The Federal Bureau of Investigation (FBI)
 categorizes terrorism in the United States as one of two types: domestic terrorism or international
 terrorism.
 - O Domestic terrorism involves groups or individuals whose terrorist activities are directed at elements of our government or population without foreign direction.

- International terrorism involves groups or individuals whose terrorist activities are foreign based and/or directed by countries or groups outside the United States or whose activities transcend national boundaries.
- A terrorist attack can take several forms, depending on the technological means available to the
 terrorist, the nature of the political issue motivating the attack, and the points of weakness of the
 terrorist's target. Bombings are the most frequently used terrorist method in the United States. Other
 possibilities include an attack at transportation facilities, an attack against utilities, other public
 services or an incident involving chemical or biological agents
- **Biological and Chemical Weapons:** Biological agents are infectious microbes or toxins used to produce illness or death in people, animals or plants. Biological agents can be dispersed as aerosols or airborne particles. Terrorists may use biological agents to contaminate food or water because they are extremely difficult to detect. Chemical agents kill or incapacitate people, destroy livestock, or ravage crops. Some chemical agents are odorless and tasteless and are difficult to detect. They can have an immediate effect (a few seconds to a few minutes) or a delayed effect (several hours to several days).
- Regional and National Incidents: The potential exists for an emergency situation or disaster, whether
 located in San Juan County or not, to occur that extends beyond the county boundaries but can have
 significant impact on the community. These regional or national incidents vary in severity and often
 involve interagency efforts. Each incident may require a unique response from San Juan County.
- Utility Outages or Shortages: San Juan County Residents rely on public and private utility companies to satisfy their needs. Temporary or extended utility outages or shortages can cause significant disruptions in the operations of essential government services, public and private business operations, medical equipment and services, and the daily lives of residents. Although many critical facilities have emergency standby power supplies, they are designed for temporary events and subject to disruption or failure. One of the primary concerns in relation to the potential loss of utilities is the harsh climate in our community. San Juan County can experience very hot summer conditions and very cold winter weather. Both of these extremes can be life threatening in a short period of time; sometimes within just hours. San Juan County will continue to make preparations for providing critical government services during a utility outage or shortage.
- Communications Disruptions: On a constant basis, advances in communication devices allow people, business owners, and government to correspond in faster and more lifelike methods. Along with these improvements comes a heavier reliance on communication devices and traditional means of communication are discarded. Although providers go to great lengths to ensure reliability, there are instances when these methods are not available. Not surprisingly, the likelihood of these methods failing is significantly higher during an emergency situation or disaster, especially if the situation involves geologic or seismic hazards. For these reasons, San Juan County is working on implementing redundancy in the emergency preparedness communication devices used in emergency situations and in the emergency operations center (EOC) in the instance of prolonged loss of communication methods.

1.5 Hazard Assessment

Each hazard included in this plan was assessed and ranked based on a pre-defined hazard risk methodology consistent with FEMA's mitigation plan requirements. Information from the hazard profiles and input from subject matter experts were used to inform the hazard risk assessment process. The following is a description of the key factors.

1.5.1 Probability

Probability/Likelihood of Occurrence: The probability of occurrence of a hazard is indicated by a probabil factor based on the likelihood of annual occurrence:

High: Significant hazard event is likely to occur annually (Probability Factor = 3)

Medium: Significant hazard event is likely to occur within 25 years (Probability Factor = 2)

Low: Significant hazard event is likely to occur within 100 years (Probability Factor = 1)

Unlikely: There is little to no probability of significant occurrence, or the recurrence interval is greater than every 100 years (Probability Factor = 0)

1.5.2 Extent Intensity

The assessment of hazard frequency is generally based on past hazard events in the area.

Extent was assessed in two categories: extent/intensity and catastrophic potential of the hazard. Numerical impact factors were assigned as follows:

Extent/Intensity: Extent is defined as the range of anticipated intensities of the identified hazards. Extent is most commonly expressed using various scientific scales, such as the Saffir Simpson Scale or Enhanced Fujita scale.

High: Historical and/or probabilistic models/studies for this hazard indicate the possibility of a high-intensity incident (Extent Factor = 3)

Medium: Historical and/or probabilistic models/studies for this hazard indicate the possibility of a medium-intensity incident (Extent Factor = 2)

Low: Historical and/or probabilistic models/studies for this hazard indicate the possibility of a low-intensity incident (Extent Factor = 1)

Unlikely: Historical and/or probabilistic models/studies for this hazard indicate the possibility of little to no intensity (Extent Factor = 0)

Catastrophic: The potential that an occurrence of this hazard could be catastrophic.

High: High potential that this hazard could be catastrophic (Extent Factor = 3)

Medium: Medium potential that this hazard could be catastrophic (Extent Factor = 2)

Low: Low potential that this hazard could be catastrophic (Extent Factor = 1)

Unlikely: Virtually no potential that this hazard could be catastrophic (Extent Factor = 0)

Each category was assigned a weighting factor to reflect its significance, consistent with those typically used for measuring the benefits of hazard mitigation actions: a weighting factor of 3 was assigned for *Extent/Intensity* and its potential to be *Catastrophic*.

1.5.3 Vulnerabilities

Vulnerabilities were assessed in three categories: population exposure, property exposure, and exposure based on changes in development. Numerical impact factors were assigned as follows:

People: Values were assigned based on the percentage of the total population exposed to the hazard event.

High: 30% or more of the population is exposed to this hazard (Vulnerability Factor = 3)

Medium: 15% to 29% of the population is exposed to this hazard (Vulnerability Factor = 2)

Low: 14% or less of the population is exposed to this hazard (Vulnerability Factor = 1)

No Vulnerability: None of the population is exposed to this hazard (Vulnerability Factor = 0)

Property Exposed: Values were assigned based on the percentage of the total property value exposed to the hazard event.

High: 25% or more of the total assessed property value is exposed to the hazard (Vulnerability Factor = 3)

Medium: 10% to 24% of the total assessed property value is exposed to the hazard (Vulnerability Factor = 2)

Low: 9% or less of the total assessed property value is exposed to the hazard (Vulnerability Factor = 1)

No Vulnerability: None of the total assessed property value is exposed to the hazard (Vulnerability Factor = 0)

Changes in Development: Changes in development since the previous plan was approved have increased decreased the community's vulnerability/exposure to this hazard.

High: Changes in development have significantly increased the vulnerability/exposure of the community to this hazard (Vulnerability Factor = 3)

Medium: Changes in development have increased the vulnerability/exposure of the community to this hazard, but not significantly (Vulnerability Factor = 2)

Low: Changes in development have minimally increased the vulnerability/exposure of the community to this hazard (Vulnerability Factor = 1)

No Vulnerability: Changes in development have had no effect and/or have decreased the vulnerability/exposure of the community to this hazard (Vulnerability Factor = 0)

Each category was assigned a weighting factor to reflect its significance, consistent with those typically used for measuring the benefits of hazard mitigation actions: a weighting factor of 3 was assigned for *People*, and a weighting factor of 1 was assigned for *Property Exposed* and *Changes in Development*. Vulnerability analyses included modeling based on identified critical asset inventories throughput the county including all participating jurisdictions. During the plan update process asset inventories did not include replacements cost, this has been identified as a data need for future plan updates.

1.5.4 Impact

Hazard impacts were assessed in five categories: underserved/equity, property damages, economic, future development, and climate change. Numerical impact factors were assigned as follows:

Underserved/Equity: Values were (1) assigned based on best available data for underserved populations vulnerable to the hazard event and (2) are likely to experience adverse/disproportionate impacts from the hazard incident resulting in greater disparity in equity.

High: Underserved populations exposed to this hazard are likely to experience significant adverse/disproportionate impacts (Impact Factor = 3)

Medium: Underserved populations exposed to this hazard are likely to experience some adverse/disproportionate impacts (Impact Factor = 2)

Low: Underserved populations exposed to this hazard are likely to experience minimal adverse/disproportionate impacts (Impact Factor = 1)

No impact: Underserved populations exposed to this hazard are not likely to experience significant adverse/disproportionate impacts (Impact Factor = 0)

Property Damages: Values were assigned based on the expected total property damages incurred from a hazard incident. It is important to note that values represent estimates of the loss from a major incident based on historical data or probabilistic models/studies.

High: More than \$5,000,000 in property damages is expected from a single major hazard event, or damages are expected to occur to 15% or more of the property value within the jurisdiction (Impact Factor = 3)

Medium: More than \$500,000 but less than \$5,000,000 in property damages is expected from a single major hazard event, or expected damages are expected to more than 5%, but less than 15% of the property value within the jurisdiction (Impact Factor = 2)

Low: Less than \$500,000 in property damages is expected from a single major hazard event, or less than 5% of the property value within the jurisdiction (Impact Factor = 1)

No impact: Little to no property damage is expected from a single major hazard event (Impact Factor = 0) **Economic:** An estimation of the impact, expressed in terms of dollars, on the local economy is based on a loss of business revenue, crops, worker wages, and local tax revenues or on the impact on the local gross domestic product (GDP).

High: Total economic impact is likely to be greater than \$10,000,000 (Impact Factor = 3)

Medium: Total economic impact is likely to be greater than \$100,000 but less than or equal to \$10,000,0 (Impact Factor = 2)

Low—Total economic impact is not likely to be greater than \$100,000 (Impact Factor = 1)

No Impact: Virtually no significant economic impact (Impact Factor = 0)

Future Development: The potential that future development will have on increasing or decreasing the impact/consequence of this hazard.

High: Future development trends will significantly increase the impact/consequence of this hazard (Impact Factor = 3)

Medium: Future development trends will increase the impact/consequence of this hazard, but not significantly (Impact Factor = 2)

Low: Future development trends will minimally increase impact/consequence of this hazard (Impact Factor = 1)

No Impact: Future development trends will not increase the impact/consequence of this hazard and/or may even decrease the impact/consequence of this hazard (Impact Factor = 0)

Climate Change: The potential that climate change will increase the risk of this hazard (e.g., type, location, and range of anticipated intensities of the identified hazard and impacts).

High: Climate change trends will significantly increase the risk of this hazard and its impacts (Impact Factor = 3)

Medium: Climate change trends will increase the risk of this hazard and its impacts, but not significantly (Impact Factor = 2)

Low: Climate change trends will minimally increase the risk of this hazard and its impacts (Impact Factor = 1) **No Impact:** Climate change trends will not increase the risk of this hazard and its impacts (Impact Factor = 0) Each category was assigned a weighting factor to reflect its significance, consistent with those typically used for measuring the benefits of hazard mitigation actions: a weighting factor of 3 was assigned for *Underserved/Equity*, and a weighting factor of 2 was assigned for *Property Damages*. A weighting factor of 1 was assigned for *Economic*, *Future Development*, and *Climate Change*.

1.5.5 Social Vulnerability

Social Vulnerability measures the susceptibility of social groups to the adverse impacts of natural hazards, including disproportionate death, injury, loss, or disruption of livelihood.

Social Vulnerabilit	ı for San .	Juan County, UT i	FEMA National Risk Index
---------------------	-------------	-------------------	--------------------------

Census Tract	Communities in Census Tract	Social Vulnerability Score	Rating
942100	Unincorporated San Juan County	61.35	Very High
942000	Unincorporated San Juan County	58.40	Very High
978200	City of Blanding and Town of Bluff	36.69	Relatively High
070100	City of Monticelle	24.00	Relatively
978100	City of Monticello	34.08	Moderate

Social Vulnerability is measured using the Social Vulnerability Index (SoVI) published by the University of South Carolina's Hazards and Vulnerability Research Institute (HVRI). Source: National Risk Index, 2023d; 2023e

1.5.6 Community Resilience

Community Resilience measures a community's ability to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions.

Community Resilience for San Juan County, UT | FEMA National Risk Index

Census Tract	Communities in Census Tract	Community Resilience Score	Rating
942100	Unincorporated San Juan County	49.47	Very Low
942000	Unincorporated San Juan County	49.47	Very Low
978200	City of Blanding and Town of Bluff	49.47	Very Low
978100	City of Monticello	49.47	Very Low

Community Resilience is measured using the Baseline Resilience Indicators for Communities (HVRI BRIC) published by the University of South Carolina's Hazards and Vulnerability Research Institute (HVRI). Source: National Risk Index, 2023a; 2023d

1.5.7 Expected Annual Loss

The table below shows the overall expected annual loss score for the entire county based on all natural hazards. Hazard-specific scores are included in each hazard chapter under *Impacts & Loss Estimates*.

Expected Annual Loss for San Juan County, UT | FEMA National Risk Index

Census Tract	Communities in Census Tract	Expected Annual Loss Score	Rating
942100	Unincorporated San Juan County	16.33	Relatively Low
942000	Unincorporated San Juan County	15.53	Relatively Low
978200	City of Blanding and Town of Bluff	18.88	Relatively Low
978100	City of Monticello	17.47	Relatively Low

Expected Annual Loss scores are calculated using an equation that combines values for exposure, annualized frequency, and historic loss ratios (Expected Annual Loss = Exposure × Annualized Frequency × Historic Loss Ratio). Source: National Risk Index, 2023c; 2023d

1.5.8 Overall NRI Score

The table below shows the overall FEMA National Risk Index Score for the entire county based on all natural hazards. Hazard-specific scores are included in each hazard chapter under *FEMA NRI Score*.

Overall National Risk Index Score for San Juan County, UT

Census Tract	Communities in Census Tract	FEMA National Risk Index Score	Rating	
942100	Unincorporated San Juan County	32.57	Relatively High	
942000	Unincorporated San Juan County	29.49	Relatively High	

Census Tract	Communities in Census Tract	FEMA National Risk Index Score	Rating
978200	City of Blanding and Town of Bluff	22.53	Relatively Moderate
978100	City of Monticello	19.36	Relatively Moderate

Risk Index scores are calculated using an equation that combines scores for Expected Annual Loss due to natural hazards, Social Vulnerability, and Community Resilience (Expected Annual Loss x Social Vulnerability / Community Resilience = Risk Index). Source: National Risk Index, 2023b; 2023d

1.5.8 Overall Risk Scores

2023 Hazard Risk Scores for San Juan County

	Probability	Consequen	Total Bick				
Hazard Event	Probability Factor	Sum of Weighted Extent Factors	Sum of Weighted Vulnerability Factors	Sum of Weighted Impact Factors	Consequence Score	Total Risk Score (Probability x Consequence)	
Wildfire	3	12	8	13	33	59	
Winter Storm	3	6	15	11	32	57	
Drought	3	15	6	9	30	54	
Flash Flood	3	9	8	12	29	53	
Straight- Line Wind	3	9	10	7	26	48	
Extreme Cold	3	6	9 10 25		25	46	
Earthquake	2	9	15	6	30	38	
Hazardous Material Incident	3	9	5	3	17	33	
Hail	2	6	10	5	21	28	
Infestation	3	9	0	4	13	26	
Avalanche			5	2	13	18	
Landslide	2	3 6 3		12	17		
Dam Failure	1	9	6	8	23	16	
Extreme Heat	1	1 3 9 8		8	20	14	
Lightning	2	3	5	2	10	14	
River or Stream Flood	1	3 6 5		5	14	10	
Tornado	1	3	5	6	14	10	
Problem Soils	1 1 1 1		6	0 9		7	

Hazard Risk Scores Legend

	Probability Factor Sum of Weighted Extent Factors		Sum of Weighted Vulnerability Factors		Sum of Weighted Impact Factors		Consequence Score		Total Risk Score		
1	Low (L)	0–6	Low (L)	0–6	Low (L)	0–8	Low (L)	0–25	Low (L)	0–25	Low (L)
2	Mediu m (M)	7–12	Mediu m (M)	7–12	Mediu m (M)	9–16	Mediu m (M)	26– 45	Mediu m (M)	26–60	Mediu m (M)
3	High (H)	13- 18	High (H)	13– 18	High (H)	17- 24	High (H)	46– 60	High (H)	61–100	High (H)

^{*}The legend—specifically the assignment of low, medium, and high—provides an additional means to <u>qualitatively</u> assess the Probability Factor, sum of Weighted Extent, Vulnerability, and Impact Factors, and the Total Risk Scores for each hazard. The Consequence Score represents the sum of the Extent, Vulnerability, and Impact Factors. The Total Risk Score is a measure of Probability and Consequence.

1.5.9 PROTECTION OF CRITICAL INFRASTRUCTURE AND KEY RESOURCES

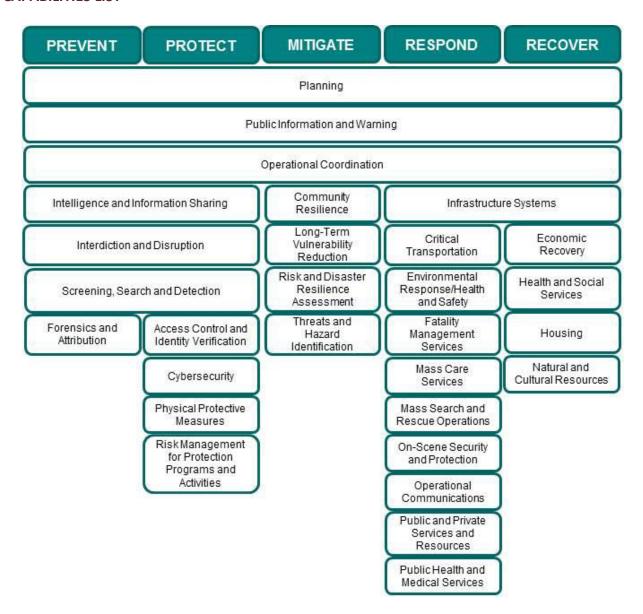
Critical Infrastructure and Key Resources (CIKR) support the delivery of critical and essential services that help ensure the security, health, and economic vitality of the county. CIKR includes the assets, systems, networks, and functions that provide vital services to cities, states, regions, and, sometimes, the nation, disruption to which could significantly impact vital services, produce cascading effects, and result in large-scale human suffering, property destruction, economic loss, and damage to public confidence and morale. Key facilities that should be considered in infrastructure protection planning include:

- Structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, and/or water-reactive materials.
- Government facilities, such as departments, agencies, and administrative offices.
- Hospitals, nursing homes, and housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a hazard event.
- Police stations, fire stations, vehicle and equipment storage facilities, and EOCs that are needed for disaster response before, during, and after hazard events.
- Public and private utilities and infrastructure that are vital to maintaining or restoring normal services to areas damaged by hazard events
- Communications and cyber systems, assets and networks such as secure servers and fiber optic communications lines.

1.6 CAPABILITY ASSESSMENT

The availability of the County's physical and staff resources may limit its capability to conduct short- and long-term response actions on an independent basis. County response capabilities are also limited during periods when essential staff is on vacation, sick, or under furlough due to budgetary constraints.

CORE CAPABILITIES LIST



1.7 MITIGATION OVERVIEW

Based on the hazard analysis and hazard assessment above, San Juan County has designed mitigation activities to reduce or eliminate risks to persons or property and to lessen the actual or potential effects or consequences of an incident. These mitigation activities are detailed in the San Juan County Pre-Disaster Hazard Mitigation Plan. Mitigation activities may be implemented prior to, during, or after an incident, as appropriate, and can be conducted at the federal, state, county, or jurisdictional level. This section outlines the mitigation activities at each level of government as they pertain to the San Juan County mitigation strategy to reduce exposure to, probability of or potential loss from hazards. The plan is intended to promote sound public policy designed to protect citizens, critical facilities, infrastructure, private property and the natural environment.

1.7.1 Mitigation Planning Process and Coordination

The San Juan County Emergency Manager is responsible for coordinating the development of the San Juan County Pre-Disaster Mitigation Plan. The county plan is a result of a planning process that involved entities from local, city, county, state, and federal partners. Every attempt was made to coordinate other planning efforts to reduce duplication of effort. The plan was posted to the Web site upon completion and comments were solicited. The plan was also submitted to FEMA region VIII for approval. Please see the Hazard Mitigation Plan to see the goals identified within the plan.

1.8 PLANNING ASSUMPTIONS

This EOP is based on the following assumptions and limitations:

- It is possible for a major disaster to occur at any time and any place in or near San Juan County. While in some cases, timely dissemination of warnings and increased readiness measures may be possible, many disasters occur with little or no warning;
- Incidents begin at the County or local government level (this includes special districts) and will remain
 the responsibility of the local government throughout the incident and through the recovery phase.
 Higher levels of government may agree to share some of the responsibility within an agreed upon
 scope. Generally, local jurisdictions (up through the county) should not plan on the arrival of significant
 State resources ordered for 24 to 36 hours after the incident. Federal resources may not arrive until
 48-72 hours after the incident.
- An emergency or disaster can occur at any time and any location. It may create a significant degree of human suffering and loss of life, property damage and economic hardship to individuals, government, public services, the environment and the business community.
- Collaborating and sharing information across multiple levels of government, the response community
 and the private sector is essential for the successful stabilization and common operating picture of any
 emergency or disaster.
- The public Depending upon the magnitude and catastrophic nature of the emergency and disaster
 there is a potential that any and all county offices and departments could be mission tasked to respond
 and perform certain functions during an emergency or disaster event. The transition to emergency
 work would be under the direction of the Board of County Commissioners and managed by the County
 Administrator.
- Hazardous conditions may continue for some time following a major disaster thereby increasing the risk of casualties or fatalities.
- Evacuation plans lend themselves to events that are predictable and have adequate warning time. All other events are impromptu and situation dependent requiring evacuation or shelter-in-place decisions based on the hazard. Effective evacuation plans should be phased or tiered based on at-risk populations, and should include trigger points, pre-designated routes and timelines. They may also include pre-designated safe areas for specific hazards (such as flood), which could be reached on foot when evacuation routes are damaged, impassable or gridlocked with traffic. Many of the County's disasters and emergencies are non-predictable with little to no warning time. When a local evacuation order is given, the City, Town, County and localities shall provide available assets to support that evacuation. Some mitigating factors in a mass evacuation include the physical location of the incident and the timeframe of the incident.
- Essential County services will be maintained as long as conditions permit.
- An emergency will require prompt and effective response and recovery operations by County emergency services, disaster relief, volunteer organizations, and the private sector.
- All emergency response staff are trained and experienced in operating under the NIMS/ICS protocol.

- Each responding County agency will utilize existing directives and procedures in responding to ma emergencies and disasters.
- Environmental, technological, and civil emergencies may be of a magnitude and severity that require State and federal assistance.
- The County will be responsible for utilizing all available local resources, along with initiating mutual aid and cooperative assistance agreements before requesting assistance from the State.
- Considering shortages of time, space, equipment, supplies, and personnel during a catastrophic disaster, self-sufficiency will be necessary for the first hours, days, or weeks following the event.
- Local emergency planning efforts focus on accommodating residents while preparing for changes in population trends throughout the year. However, significant increases to the local population may introduce challenges in meeting the needs of non-residents and other travelers during an emergency or disaster.
- All or part of the County may be affected by environmental and technological emergencies.
- The United States Department of Homeland Security provides threat conditions across the United States and identifies possible targets.
- A terrorist-related incident or attack may occur without warning. If such an attack occurs, the County could be subject to radioactive fallout or other hazards related to weapons of mass destruction
- Outside assistance will be available in most major emergency/disaster situations that affect the County. It is essential for the County to be prepared to carry out disaster response and short-term actions on an independent basis until outside assistance can arrive.
- Control over County resources will remain at the County level even though the Governor has the legal authority to assume control in a State-declared emergency.
- County communication and work centers may be destroyed or rendered inoperable during a disaster. Normal operations can be disrupted during a general emergency; however, the County can still operate effectively if public officials, first responders, employees, volunteers, and residents are:
- Familiar with established policies and procedures
- Assigned pre-designated tasks
- Provided with assembly instructions
- Formally trained in the duties, roles, and responsibilities required of them during emergency operations.
- Emergency management coordination in San Juan County is based on a bottom-up approach to response and recovery resource allocation (that is, local response efforts followed by county response efforts, then state response efforts, and finally federal government assistance) with each level exhausting its resources prior to elevation to the next level. Homeland security statute or regulations may govern certain response activities. The recovery of losses and/or reimbursements of costs from federal resources will require preparation and compliance with certain processes.
- The county will make every reasonable effort to respond in the event of an emergency or disaster. However, county resources and systems may be damaged, destroyed or overwhelmed.
- The responsibilities and functions outlined in this plan will be fulfilled by actual agency capabilities and resources that are available at the time.
- Damages to infrastructure will likely be manifested in direct physical and economic damages to
 facilities and systems, emergency response abilities will be diminished due to inaccessible locales, and
 may cause inconvenience or overwhelming distress due to temporary or protracted service
 interruptions and will result in long-term economic losses due to the economic and physical limitations
 of recovery operations.

- The San Juan County EOC will be staffed with representatives from county agencies and private
 organizations grouped together under the ESF concept. The primary agency for each ESF will be
 responsible for coordinating the planning and response activities of the support agencies assigned to
 that ESF.
- Effective preparedness requires ongoing public awareness and education programs so that citizens will be prepared, when possible, and understand their own responsibilities should a major disaster or emergency event occur.
- Time of occurrence, severity of impact, weather conditions, population density, building construction, and secondary events such as fires, explosions, structural collapse, contamination issues, loss of critical infrastructure and floods are a few of the significant factors that will affect causalities and damage.
- Disaster relief from agencies outside the county may take up to 2 weeks to arrive.
- The County response to emergencies will be as immediate as possible, outside resources will take longer. We strongly encourage families to prepare to provide for themselves for the basic human needs, for at least two weeks after a disaster.

1.9 Individuals with Access and Functional Needs

At-risk individuals are people with access and functional needs that may interfere with their ability to access or receive medical care before, during, or after a disaster or emergency. Irrespective of specific diagnosis, status, or label, the term "access and functional needs" is a broad set of common and cross-cutting access and function-based needs.

- Access-based needs require resources that are accessible to all individuals, such as social services, accommodations, information, transportation, medications to maintain health, etc.
- Function-based needs refer to restrictions or limitations an individual may have that requires assistance before, during, and/or after a disaster or public health emergency.

The 2013 Pandemic and All-Hazards Preparedness Reauthorization Act defines at-risk individuals as children, older adults, pregnant women, and individuals who may need additional response assistance. Examples of these populations may include but are not limited to individuals with disabilities, individuals who live in institutional settings, individuals from diverse cultures, individuals who have limited English proficiency or are non-English speaking, individuals who are transportation disadvantaged, individuals experiencing homelessness, individuals who have chronic medical disorders, and individuals who have pharmacological dependency.

At-risk individuals may have a number of additional needs that must be considered in planning for, responding to, and recovering from a disaster or emergency. A recommended approach for integrating the access and functional needs of these individuals is as follows:

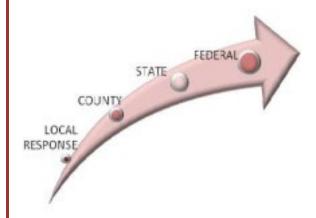
- **Communication** Individuals who may have limitations that interfere with the receipt of and response to information require information be provided in an appropriate and accessible format. This can include individuals who are deaf or hard of hearing, individuals who speak American Sign Language, individuals who have limited or no English proficiency, individuals who are blind or have low vision, and individuals who have cognitive or physiological limitations.
- Maintaining Health Individuals who may require Personal Assistance Services (or personal care
 assistance) in maintaining their activities of daily living such as eating, dressing, grooming, transferring,
 and toileting. Independence Includes individuals who function independently if they have their

assistive devices, such as consumable medical supplies (diapers, formula, bandages, ostomy suppletc.), durable medical equipment (wheelchairs, walkers, scooters, etc.), and/or service animals.

- **Services and Support** Includes support for individuals with behavioral health needs, those who have psychiatric conditions (such as dementia, Alzheimer's disease, Schizophrenia, severe mental illness), pregnant women, nursing mothers, and infants, and children.
- **Transportation** Includes individuals with transportation needs because of age, disability, temporary injury, poverty, addiction, legal restriction, or those who do not have access to a vehicle. This requires coordination to ensure access to accessible vehicles.

While most individuals with access and functional needs do not have acute medical needs requiring the support of trained medical professionals, many will require assistance to maintain health and minimize preventable medical conditions. These individuals may require more time and assistance during an evacuation. According to the US Census Bureau, 12.5% of the County's population under the age of 65 has some form of disability. This number warrants special attention from planners and emergency managers.

SECTION 2 CONCEPT OF OPERATIONS



Phases of Emergency Management Emergency operations involve much more than merely responding to an incident when it occurs. Regardless of the type of hazard, there are five stages in the emergency management process: prevention, mitigation, preparedness, response, and recovery.



In the absence of a declared disaster or state of emergency, the emergency response forces of the community (EMS, fire, law enforcement, emergency management and public works) will respond to emergencies within their jurisdictions with the authorities vested to them by law and local policy. Mutual aid and shared response jurisdictions are addressed through local agreements and do not require a local declaration of a state of emergency to enable them. San Juan County Emergency Management monitors local emergencies and provides EOC operational assistance as required. Notifications of reportable events are made to the appropriate agencies and warning points. Severe weather watches and warnings are relayed to agencies when issued by the National Weather Service. The county EOC levels may be escalated without a local declaration of a state of emergency to support local agencies in normal response or community emergencies.

2.1 Emergency Operations Plan Implementation

This plan is continually operational with changes in levels occurring under the following conditions:

- An incident occurs or is imminent
- A state of emergency is declared
- As directed by the County Emergency Manager or designee

2.2 Declaring a Local State of Emergency

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (referred to as the Stafford Act - 42 U.S.C. 5721 et seq.) authorizes the president to issue major disaster or emergency declarations before or after catastrophes occur. Emergency declarations trigger aid that protects property, public health and safety, and lessens or averts the threat of an incident becoming a catastrophic incident.

An incident may start out small and escalate quickly or a major incident may occur at any time. The following is an example of steps leading to a disaster declaration.

- As soon as an incident occurs, San Juan County Emergency Management begins monitoring the situation.
- The EOC may be put on standby or minimally staffed.
- An initial assessment of damages is provided if available.

When conditions warrant, the San Juan County Emergency Manager, will request a declaration that a local state of emergency exists in San Juan County. Under Title 53-2a-208 authorizes the County Commission to declare an emergency and is the elected official(s) charged with overall responsibility for the response and recovery during a declared local state of emergency. After 30 days, the declaration will expire unless it is ratified by the County Commission. Nothing in this section is intended to preclude the declaration of an emergency and the exercise of emergency powers as long as those actions are consistent with the requirements of declaring an emergency outlined herein.

The proclamation declaring an emergency situation will be filed with the County Clerk and will include, at a minimum, the following:

- The nature of the emergency
- The area or areas of the community that are threatened
- The various conditions which cause the emergency to be declared
- The anticipated or initial period of the emergency

The declaration will be kept on file with the Clerk Auditor's office including other supporting documentation of the need for a declaration, which will be the official record of the situation and may be used to justify the disbursement of disaster assistance funds or a reallocation of available funding to meet the needs of the disaster.

The San Juan County EOP will be fully activated upon declaration of a local state of emergency. Damage assessment updates from the affected areas should follow at regular intervals to the State EOC As specific assistance requests are received, San Juan County departments may respond with available resources to assist in response, recovery, and mitigation efforts.

The federal disaster law restricts the use of arithmetical formulas or other objective standards as the sole basis for determining the need for federal supplemental aid. As a result, FEMA assesses a number of factors to determine the severity, magnitude, and impact of a disaster. In evaluating a governor's request for a major disaster declaration, a number of primary factors along with other relevant information are considered in developing a recommendation to the president for supplemental disaster assistance. Primary factors considered include the following:

- Amount and type of damage (number of homes destroyed or with major damage)
- Impact on the infrastructure of affected areas or critical facilities
- Imminent threats to public health and safety
- Impacts to essential government services and functions
- Unique capability of federal government
- Dispersion or concentration of damage
- Level of insurance coverage in place for homeowners and public facilities
- Assistance available from other sources (federal, state, local, voluntary organizations)
- State and local resource commitments from previous, undeclared events
- Frequency of disaster events over recent time period
- The very nature of disasters—their unique circumstances, the unexpected timing, and varied impacts—precludes a complete listing of factors considered when evaluating disaster declaration requests. However, the above lists most primary considerations.

2.3 Local Government Resources

Local governments shall use their own resources first in an emergency or disaster situation and may call for assistance from San Juan County Emergency Management during events that overwhelm or threaten to overwhelm their own response and recovery resources.

State and Federal relief may be overwhelmed when damage is widespread and severe therefore, the local jurisdiction must develop and maintain an ongoing program of mitigation preparedness, response and recovery.

Federal Emergency Management Agency (FEMA) coordinates the Federal government's role the State coordinates their role in preparing for, preventing, mitigating the effects of, responding to and recovering from all domestic disasters, whether natural or human-caused, including ac of terror.

When required, the county's declaration will take into account the primary factors required by FEMA for their declaration process.

2.4 Emergency Operations Center

The San Juan County EOC will serve as the county's coordination center for all disaster response operations it is located at 881 E Center Street, Monticello, UT. If a disaster or emergency situation prevents the use of the primary facility, an alternate EOC will be activated at the 684 Hideout Way in Monticello in the shared building with the City of Monticello.

The EOC serves as a centralized management and command center during an emergency situation or disaster. EOC personnel will keep the County Commission updated with all information so decisions and plans can be made based on up-to-date information. An emergency situation is not an ideal time for debate and discussion. Therefore, the direction of the County Commission should be implemented without delay and discussion should only occur if the safety of responders is in jeopardy.

The Emergency Manager is responsible to ensure that the EOC is properly equipped and that the equipment operates correctly. The Emergency Manager will submit an annual budget that indicates the items needed to maintain the proper function of the EOC. The Emergency manager shall also seek any grant funding available which may assist in purchasing equipment of supplies to successfully operate an EOC. The Emergency Manager will maintain an inventory of all EOC equipment and a schedule of replacement and regular maintenance. On at least a bi-annual basis, the EOC will be assembled and each Emergency Response Team will participate in an EOC training exercise. Following the exercise, the list of necessary items will be reviewed, updated, and submitted for consideration.

2.5 Escalation of Levels in the Emergency Operations Center

The EOC activation level may be elevated by the Commission, the County Emergency Manager, or their designees during any situation where the need for EOC-level coordination is evident. Escalation of levels may also extend to the following:

San Juan County Emergency Management may also utilize the EOC in preparation for planned events in which EOC-level coordination is needed. If a department recognizes a need for EOC support during pre-event planning, a request may be submitted to the Emergency Manager. Examples of planned events may include, but are not limited to, protests and demonstrations, political event parades, fairs, concerts, rodeos and holiday events.

2.6 EOC Levels of Operation

Emergencies or disasters that can potentially affect San Juan County are divided into three levels of readiness to establish emergency operations. These levels are outlined below.

San Juan County is constantly monitoring events within the county. How severe an event is will directly affect the level of activation. Increasing or decreasing levels of activation will be directly decided by The San Juan County emergency manager. The EOC activation levels provide a means for a centralized response and recovery, with operational plans and activities focused on efficiency, quality and quantity of resources. There are three levels of activation:

- Level I: Full-Scale Activation.
- Level II: Partial Activation.
- Level III: Limited
- Level IV: Daily Operations/Monitoring

See below for a concise depiction and summary of the levels of emergencies or disasters and corresponding San Juan County Emergency Management EOC operational level.

2.7 Levels of Emergencies/Disaster and Corresponding Actions

2.7.1 Level 1: Full Activation: Full activation of the EOC. All ICS EOC support positions and Emergency Support Functions (ESFs) report to the EOC. Major natural or manmade event – All departments assisting in response. Citizens in need of assistance and/or sheltering. Recovery may be long-term. TYPE I and II events.

In a full-scale activation, all primary and support ESF agencies under the county plan are notified. San Juan County Emergency Management staff and all primary ESFs will report to the county EOC. When an event warrants a Level I activation, the EOC will be activated on a 24-hour, 7-day schedule due to the severity of the event or an imminent threat. All staff and all ESFs are activated and will be contacted to provide representatives at the EOC. ICS is implemented and all sections and branches are activated, the EOC Planning Section initiates the incident support planning process to establish operational objectives and priorities. It is expected at this level of activation that response and recovery operations will last for an extended period. As county resources are exhausted, the state Division of Emergency Management (DEM) will be contacted for assistance and the State will then notify FEMA of the response operations and status of needs.

2.7.2 Level 2: Partial Activation: Partial activation of the EOC, only requested ICS EOC support positions and ESF's report to the EOC for short term operations involving limited agencies, such as Public Works, Fire and Law Enforcement agency representation as needed. Type II and III Events.

Level II is limited agency activation. Coordinators of primary ESFs that are affected will be notified by San Juan County Emergency Management staff to report to the EOC. All other ESFs are alerted and put on standby. All agencies involved in the response will be requested to provide a representative to the county EOC. Some ESFs may be activated to support response/recovery operations. Emergency Management staff will report to the EOC as well as the local agencies involved in the response and recovery. This level can warrant a 24-hour schedule. The ICS system is activated and all sections and branches are activated as required.

2.7.3 Level 3: Limited Activation

Emergency Management staff and ICS EOC support positions as needed, monitoring potential hazard development when there is advance notice and/or a planned event. Center is open; gaining situational awareness and monitoring the event(s). Conference calls may be occurring with Emergency Management and/or other county agencies. Type III and IV Events

Limited agency activation. Coordinators of primary ESFs that are affected will be notified by San Juan County Emergency Management staff to report to the EOC. All other ESFs are alerted and put on standby. All agencies involved in the response will be requested to provide a representative to the county EOC. Some ESFs may be activated to support response/recovery operations. Emergency Management staff will report to the EOC as well as the local agencies involved in the response and recovery.

2.7.4 Level 4: Monitoring

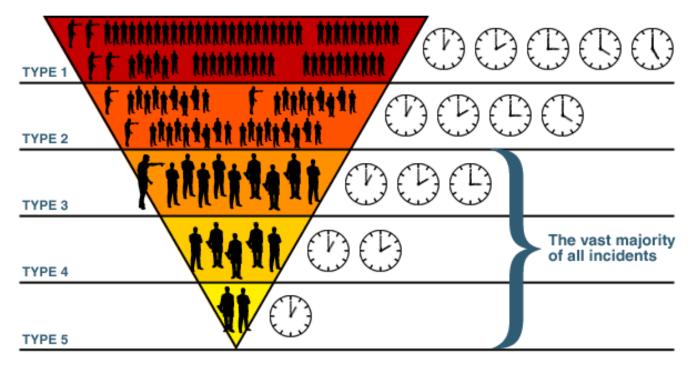
Activation is virtual Gaining situational awareness and monitoring the event(s). Type IV and V Events

Monitoring phase in which events are typically handled by jurisdictional response agencies. San Juan County Emergency Management Staff monitor and follow-up on situations, threats or events and report to the EOC as needed to assess the situation and escalate activation level when necessary. Notification will be made to those local agencies and ESFs who would need to take action as part of their everyday responsibilities. This level typically involves observation, verification of appropriate action, and follow-up by San Juan County Emergency Management staff. Most events can be resolved in a small amount of time using small amounts of resources. The day-to-day operations are typically not altered and the management structure stays the same. Emergency Management Staff apprised of the event evaluate the situation and, if conditions warrant, appropriate individuals and agencies are alerted and advised of the situation and instructed to take appropriate action as part of their everyday responsibilities. At the conclusion of the event, the staff verifies completion of the actions taken and document the incident. Incident action planning is not necessary, although it may be necessary to provide briefings or meetings for response or mitigation efforts for the event.

The Federal NIMS/ICS: System establishes a typing system for incident response as an aid to categorize the size and magnitude of an emergency/disaster. San Juan County will utilize these levels when describing an incident to responders, state and federal officials and the media.

A Type 5 incident is the smallest and least complex incident, and a Type 1 incident is the most complex. These types illustrate the different levels of responsibility for the emergency and are based on the premise that unless the incident is an act of terrorism under investigation by the Federal Government or occurs on State and/or Federal lands, the local agency and first responders will be supported by state and federal agencies.

FEMA Incidents Types



Type 5 Incident

Local first responders and on-scene incident commander if any.

Characteristics

- One or two single response resources with up to 6 response personnel, the incident is expected to last only a few hours, no ICS and General Staff positions activated other that Incident Commander;
- Emergency Manager may be notified and monitor response and assist with coordination and/or dispatch efforts and notifications to Command Staff and Elected Officials;
- Everyday incidents and response to emergencies throughout San Juan County. This may involve fire, EMS and law enforcement. The incident is typically resolved within a few hours;
- Examples: Two Vehicle Accident Scene, Trapped Person, Isolated Power Outages from Storms, Minor police investigation;
- San Juan County EOC may be activated at a level 4 to monitor the incident.
- Written Incident Action Plan (IAP) is not generated or required.

Type 4 Incident

Command Structure

- Several single response resources required, select ICS Command and General Staff activated only as needed;
- On-Scene Incident Commander;
- First Responders;
- Additional Responders requested;
- San Juan County EOC may be activated at a level 4 to monitor the incident.
- San Juan County Incident Management Team may be activated

Characteristics

Incident Commander runs scene and additional positions are only activated if needed;

- Emergency Manager should be notified and Emergency Manager monitor response and assist wit coordination and/or dispatch efforts and notifications to Command Staff and Elected Officials;
- Incident is limited to one operational period;
- A written IAP is not generated but the incident should be documented and a log of all personnel generated.
- An agency administrator may have briefings, and complete a complexity analysis on the event. The
 agency administrator is responsible for operational planning such as objectives and priorities for the
 Incident.
- Example: Multi-Vehicle accident, small grass fires, minor search and rescue call out for injured or missing person.

Type 3 Incident

Command Structure

- Some or all ICS Command and General Staff are activated;
- First Responders;
- Additional resources requested;
- Mutual Aid agreements activated;
- San Juan County EOC may be activated at limited level. Emergency Management staff and ICS EOC support positions as needed

Characteristics

- Resource requirements will exceed the initial response resources;
- May extend into multiple operational periods;
- Incident is likely to have significant community impact and is likely to cause local municipalities and/or the county to declare a local emergency disaster;
- ICS positions are added to match the complexity of the incident;
- San Juan County EOC is activated and PIO is handling incident public affairs and the JIC may be established;
- The incident is extending into multiple operational periods;
- Mutual aid is required and state or federal partners are requested to assist;
- A written IAP is required for each operational period;
- Examples: Large Wildfire/grass fire, winter storm, widespread power outage, domestic water outage or boil orders, hostage situation, officer involved shooting, school shooting, etc.

Type 2 Incident

Command Structure

- All ICS Command and General Staff positions are filled;
- San Juan County EOC is at partial or full activation;
- PIO is handling incident public affairs and the JIC shall be established;
- Initial Responders;
- Additional Responders;
- Mutual Aid is activated.

Characteristics

- Regional or National resources will be required;
- The incident will extend into multiple operational periods;
- Incident exceeds the capabilities for local control and is expected to last an extended duration and multiple operational periods;

- May become a declared state emergency or disaster;
- The Joint Information Center is activated full time and staffed by local, county, state and possibly federal partners. A designated JIC manager is appointed;
- A written IAP is required for each operational period and a large incident command post is required to support the incident;
- If on private/county owned property, the Board of County Commissioners and Policy group retain oversight for the incident. There will be County management briefings and a delegation of authority from the County to the IMT for management of the incident (except for duties that can't be delegated by law);
- If on state or federal land, the agency with jurisdiction will maintain oversight for the incident and will involve the County Commissioners and Administration in briefings (i.e. Fire on BLM or USFS lands that then spreads to private lands);
- Guideline for operations personnel is less than 200 per operational period and typically less than 500 personnel on the incident total;
- Examples: large wildfire that is threatening structures, uncontained and possibly already burned structures. Acts of terrorism, major flooding where a large number of citizens are affected and/or damage to critical infrastructure.

Type 1 Incident

Command Structure

- National level resources are required;
- All ICS Command and General Staff positions are utilized and Branches shall be established;
- Local responders are assisting agencies requested for mutual aid and regional and state-wide resources are hired to assist;
- San Juan County EOC is fully activated.

Characteristics

- This incident is the most complex and is an incident of national significance and requires federal assistance and resources to safely and effectively manage;
- The incident will extend into multiple operational periods;
- The incident will have a significant impact on the County and additional staff are needed to support Emergency Management, administrative and support functions;
- Evacuations of large areas and large shelter activations are likely with significant threat to human life and personal property;
- Operations personnel often exceed 500 per operational period or total;
- Examples: massive wildfire burning thousands of acres with no containment, national pandemic, major dam failure, major act of terrorism.

2.8 ICS Forms

In the event of an incident progressing beyond normal day-to-day operations or elevation in the EOC activation an Incident Support Plan (ISP) should be prepared. This ISP should be created as the transition is made from initial response to operational periods and incident support objectives are established. The initial EOC incident response activities should be documented on an ICS 201 form.

2.9 Emergency Support Functions

The EOC is organized based on the Incident Command System (ICS) structure, which provides EOC staff with a standardized operational structure and common terminology. The EOC is organized into Emergency Support

Function (ESF) annexes. ESFs are composed of local agencies and voluntary organizations that are groupe together to provide needed assistance.

These categories or types of assistance constitute San Juan County ESFs and will serve under a section as designated under ICS, within the EOC structure. ESFs, in coordination with San Juan County Emergency Management, are the primary mechanism for providing response and recovery assistance to local governments through all disaster levels. Assistance types are grouped according to like functions.

- County agencies and organizations have been designated as primary and support agencies for each ESF
 according to authority, resources and capability to coordinate emergency efforts in the field of each
 specific ESF.
- Primary agencies, with assistance from one or more support agency, are responsible for coordinating the activities of the ESF and ensuring that tasks assigned to the ESF by San Juan County Emergency Management are completed successfully.
- ESF operational autonomy tends to increase as the number and complexity of mission assignments increases following an emergency event. However, regardless of circumstance, the ESFs will coordinate within the EOC in executing and accomplishing their missions.

2.10 Community Lifelines

San Juan County will utilize Community Lifelines during emergency response:

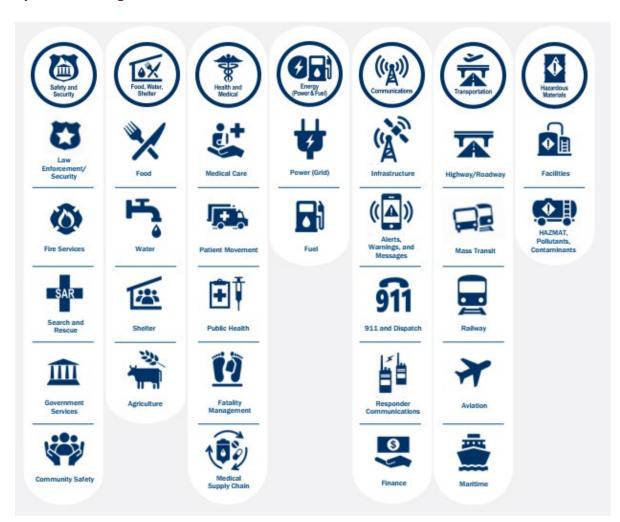
According to FEMA, a lifeline enables continuous operation of critical government and business functions and is essential to human health and safety or economic security. Lifelines are considered the most fundamental services in a community that, when stabilized, enable all other aspects of society to function. When disrupted, decisive intervention (e.g., rapid service re-establishment or employment of contingency response solutions) is required to stabilize an incident.

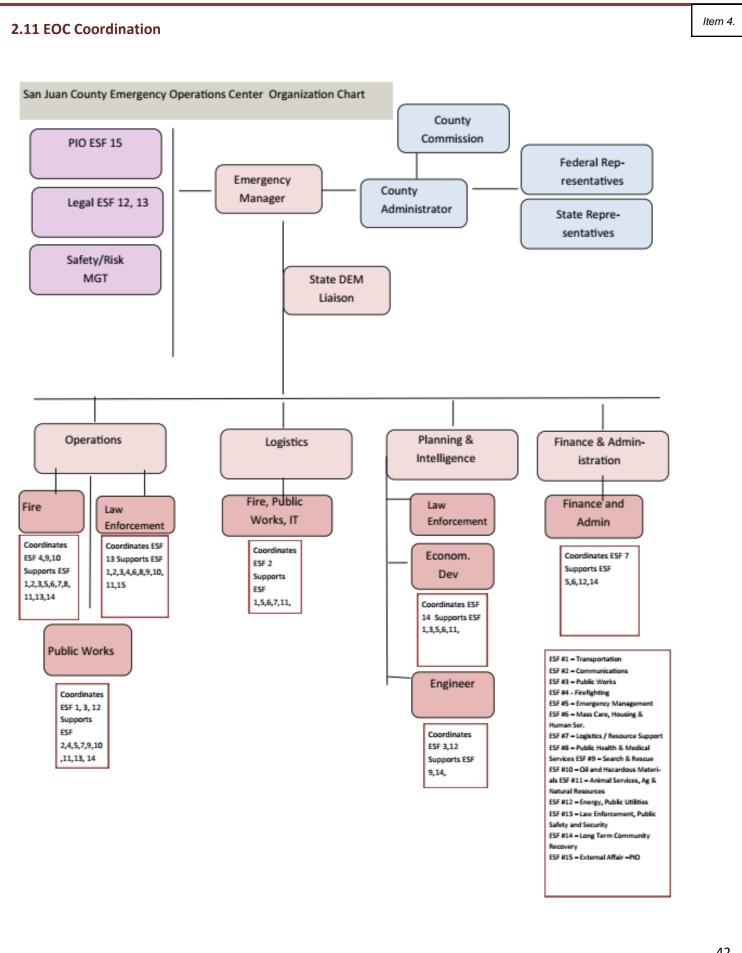
Community Lifelines consist of:

- Safety and Security
- Food, Water, Shelter
- Health and Medical
- Energy
- Communications
- Transportation
- Hazardous Materials (Not every incident will impact all lifelines or components.)

While lifelines were developed to support response planning and operations, the concept can be applied across the entire preparedness cycle. Efforts to protect lifelines, prevent and mitigate potential impacts to them, and building back stronger and smarter during recovery will drive overall resilience of the county, state and nation.

Community Lifelines Image





San Juan County Emergency Management is responsible for emergency operations and coordination befolduring and after an event. Resource management and policy coordination take place in the EOC. San Juan County's response to and recovery from an emergency and/or pending disaster is carried out through the County Emergency Management Organization. ESFs are grouped by the types of assistance provided. Each ESF is led by a primary agency or agencies and is supported by other county agencies and volunteer organizations. The principles of this plan conform to the National Incident Management System (NIMS), which provides a core set of common concepts, principles, terminology and technologies. The EOC will especially be needed when incidents cross disciplinary boundaries or involve complex scenarios.

The EOC utilizes ICS to develop a structured method for identifying priorities and objectives to support an incident or event. These priorities serve as guidance for the allocation of resources and enable the EOC to coordinate requests. The EOC utilizes ICS to manage ESF coordination. The use of distinct titles for ICS positions allows for filling ICS positions with the most qualified individuals rather than by seniority. Standardized position titles are useful when requesting qualified personnel. Local and county agencies and responders may have various roles and responsibilities throughout the duration of an emergency. Therefore, it is particularly important that the local command structure established to support response and recovery efforts maintain significant flexibility in order to expand and contract as the situation changes. Typical duties and roles may also vary depending on the severity of impacts, size of the incident(s), and availability of local resources. It is imperative to develop and maintain depth within the command structure and response community.

2.12 EOC Support Planning

The planning section is responsible for developing the ISP and facilitating planning meetings. EOC support plans are developed for a specified operational period, which may range from a few hours to 24 hours. The operational period is determined by establishing an initial set of priority actions to be performed. A reasonable timeframe is then determined for the accomplishment of those actions. EOC support plans should be sufficiently detailed to guide EOC elements in implementing the priority actions but do not need to be complex. EOC support plans provide designated EOC personnel with knowledge of the objectives to be achieved and the steps required for their achievement. EOC support plans also provide a basis for measuring achievement of objectives and overall system performance. Planning is an important management tool that involves the following:

2.13 After Action Reports Prepared

As immediate threats to life and property subside and the need for sustained ESF operations diminishes, the debriefing of responsible individuals and the documentation of lessons learned will begin. Resulting information will be consolidated and reviewed by San Juan County Emergency Management personnel and a written report will be prepared. Matters requiring corrective action will be forwarded to San Juan County Emergency Management planning staff to be addressed as needed.

2.14 Notification and Warning

San Juan County response agencies are dispatched by the Price Public Safety Dispatch Center 24/7. Price Dispatch is responsible for after-hours notification of the Emergency Management staff, responders. The County Commission and Emergency Manager may request notifications and warnings take place if conditions warrant. Conditions to be considered include threat to life and property and safety of the responders.

2.15 Response Functions

Routine emergencies will be managed using the Incident Command System. As an emergency escalates the Incident Commander will coordinate with County officials to ensure all public safety functions are being provided. When required by incident complexity, San Juan County will either assign an agency representative to command and/or open a County Emergency Operations Center (EOC). The EOC will manage issues including, but not limited to:

- Damage Assessment,
- Coordination of outside agencies and volunteers,
- Intergovernmental relations

As a result of an emergency or disaster event and declaration, county, state or federal **funding assistance is not guaranteed**.

SECTION 3 ORGANIZATION AND RESPONSIBILITIES

Local and county agencies and response partners may have various roles and responsibilities throughout the duration of an emergency. Therefore, it is particularly important that the local command structure established can support response and recovery efforts maintain significant flexibility in order to expand and contract as the situation changes. Typical duties and roles may also vary depending on the severity of impacts, size of the incident(s), and availability of local resources. Each agency and department are responsible for ensuring that critical staff are identified and trained at levels that enable effective Implementation of existing response plans, procedures and policies. Agencies and organizations tasked by this plan with specific emergency management responsibilities should complete the following:

Maintain current internal personnel notification rosters and standard operating procedures to perform assigned tasks (notifications, staffing, etc.).

- Negotiate, coordinate and prepare mutual aid agreements, as appropriate.
- Analyze need and determine specific communication resource needs and requirements.
- Provide the San Juan County Emergency Manager with current contact information. Identify potential sources of additional equipment and supplies.
- Provide for continuity of operations by taking action to:
 - Ensure lines of succession for key management positions are established to ensure continuous leadership and authority for emergency actions and decisions in emergency conditions.
 - o Protect records, facilities, and organizational equipment deemed essential for sustaining government functions and conducting emergency operations.
 - Ensure, if practical, that alternate operating locations are available should the primary location suffer damage, become inaccessible, or require evacuation.
 - Protect emergency response staff. Actions include:
 Obtain, as required, personnel protective equipment for responders
 - Provide security at facilities
 - Rotate staff or schedule time off to prevent fatigue and stress
 - Make stress counseling available
 - Encourage staff to prepare family disaster plans including arrangements for the safety and welfare of emergency worker's families if sheltering is required

The following are county agencies tasked with primary or support responsibilities as detailed by the Emergency Operations Plan. More specific assignments can be found in the emergency support function section and incident annex appendices to this EOP. Sheriff's Office, Fire, EMS, Emergency Management, Road

Department, County Administration, Human Resource, County Clerk, County Treasurer, County Recorder County Assessor, County Surveyor, County Attorney, County Health Department.

EOC Manager

- The EOC Manager is typically the Emergency Manager but in large incidents, may be delegated to a trained EOC manager from a Type III or larger Incident Management Team.
- The duties of the EOC Manager are to ensure the EOC is running smoothly, ESF leads and agency
- representatives have the equipment and supplies needed to accomplish their duties and collaborate with agencies and communicate the objectives of Incident/Unified Command to the EOC. The EOC Manager delegates tasks, receives requests for assistance/equipment from the field and assigns them to logistics or the appropriate ESF to fill. The EOC Manager provides leadership, direction and oversight to the EOC as it relates to activity tracking, objectives, document and records management, adhering to finance procedures and cost tracking, ensuring finance and legal and policy group members are involved in discussions. The EOC manager also serves as the point of contact for the policy group (County Administrator, Board of County Commissioners, Mayors, etc.) and communicates their needs, questions and complaints to the EOC and respective agencies;
- The EOC manager assesses information, runs complexity analysis and ensures information is correct and if additional assistance or activation levels are warranted requests additional assistance;
- The EOC/Emergency Manager assembles team members in the EOC and through virtual operations, sets meetings, and establishes a clear communication and command structure. The two top priorities for the EOC manager are: up to date information and a current operational plan.

Public Information Officer (PIO)

As stated in more detail under roles and responsibilities, The PIO coordinates and manages the
County's public information to internal and external messaging including local, regional and federal
agencies and local, state and national media if required. The PIO develops press releases, coordinates
information sharing through the JIC/JIS, clears official releases through incident command and
manages media briefings and interviews as well as monitors/posts information's to social media.

EOC Safety Officer

An EOC Safety Officer has the same roles for the EOC and the ICS Safety Officer has for the Command Team:

- Identify and mitigate hazardous situations;
- Ensure safety messages and briefings are made;
- Exercise emergency authority to stop and prevent unsafe acts;
- Review the Incident Action Plan for safety implications;
 Assign assistants qualified to evaluate special hazards;
- Initiate preliminary investigation of accidents within the incident area;
- Review and approve the Medical Plan;
- Participate in planning meetings.

Liaison Officer

- Liaisons should serve as the central point of contact with critical organizations that aren't necessarily ESF leads such as non-profits, the volunteer manager, public utility companies and medical facilities.
- Act as a point of contact for agency representatives;
- Maintain a list of assisting and cooperating agencies and agency representatives;
- Assist in setting up and coordinating interagency contacts;

- Monitor incident operations to identify current or potential interorganizational problems;
- Participate in planning meetings, providing current resource status, including limitations and capabilities of agency resources.

The Operations Section will be determined by the emergency or incident, it could be Sheriff's Office, Fire, EMS or Public Works. In the event of an emergency situation or disaster, the Operations Section Chief is hereby authorized to use all authority provided by federal, state, and local law to protect the lives and property of citizens.

3.1 Operations Section:

- Provide regular updates to the Emergency Manager or designee about the safety conditions of the community
- Provide advice to the Emergency Manager or designee about actions that should be taken to protect life and property in the county
- Coordinate public safety efforts of local, county, state, and federal law enforcement from a local government perspective
- Identify and provide emergency services to medical, functional and access needs residents.

Operations Section Chief Responsibilities

- The Operations Section Chief is responsible for managing all tactical operations at an incident. The Incident Action Plan (IAP) provides the necessary guidance. The need to expand the Operations Section is generally dictated by the number of tactical resources involved and is influenced by span of control considerations. The Operations Section Chief is typically filled by the lead agency managing response activities for the specific type of incident. Major responsibilities of the Operations Section Chief are to:
- Assure safety of tactical operations;
- Manage tactical operations;
- Develop the operations portion of the IAP;
- Supervise execution of operations portions of the IAP;
- Request additional resources to support tactical operations;
- Approve release of resources from active operational assignments;
- Make or approve expedient changes to the IAP;
- Maintain close contact with IC, subordinate Operations personnel, and other agencies involved in the incident;
- The Operations Section Chief directs and receives reports from the seven (7) community lifelines which represent Operations Branches Public Safety, Health & Medical, Communications, Transportation, Hazardous Materials, Energy and Food, Water and Shelter. Each of these Community Lifeline Branches is led by a lead Emergency Support Function (ESF) and supporting ESFs who will develop and implement plans for their respective fields of expertise.

3.2 Logistics Section

In addition to the assigned daily duties the Road Department shall have specific responsibilities during an emergency situation or disaster:

- Complete tasks as assigned by the Emergency Manager or designee
- Provide the Emergency Manager or designee with an initial damage assessment of municipal infrastructure and facilities including all roads and bridges.

- Identify and properly indicate traffic control and evacuation routes, and manage all other transportation-related issues in cooperation with the Sheriff's Department, including procurement of fuel for municipal and emergency vehicles.
- Provide equipment and resources as assigned by the Emergency Manager or designee
- Provide assistance to other departments with the compilation of emergency-related financial information.
- Assist in identifying sources of emergency funds if departmental budgets are exceeded.
- Coordinate emergency-related purchases and expenditures.
- Coordinate the disposal of solid waste and other tasks to ensure a clean and sanitary environment in the community during an emergency situation or disaster.

The Logistics Section is responsible for providing:

- Facilities;
- Transportation;
- Communications;
- Supplies;
- Equipment maintenance and fueling;
- Food services (for responders);
- Medical services (for responders);
- All off-incident resources.

Major responsibilities of the Logistics Section Chief are to:

- Provide all facilities, transportation, communications, supplies, equipment maintenance and fueling, food and medical services for incident personnel, and all off-incident resources;
- Manage all incident logistics;
- Provide logistical input to the IAP;
- Brief Logistics Staff as needed;
- Identify anticipated and known incident service and support requirements;
- Request additional resources as needed;
- Ensure and oversee the development of the Communications, Medical, and Traffic Plans as required;
- Oversee demobilization of the Logistics Section and associated resources.

The Road Department shall work with the Emergency Manager to create a complete list of municipal resources that could be used in the case of an emergency situation or disaster. The list will include items already owned by the county and those needed to provide effective emergency response and mitigation.

3.3 Finance and Administration Section

In addition to the assigned daily duties, the County Administrator/County Clerk/Treasurer/Recorder/Assessor shall have specific responsibilities during an emergency situation or disaster. These duties include:

- Complete tasks as assigned by the Emergency Manager or designee
- With the assistance of the County Recorder, identify and preserve essential records of all local emergency situations. In order to create final reports, all records, messages and logs will be compiled and submitted to the Emergency Manager following deactivation of the EOC.
- The provision of assistance to other departments with the compilation of emergency-related financial information including all accounting/reimbursement items.
- Assistance in identifying sources of emergency funds if departmental budgets are exceeded.

Coordination of emergency-related contracts, purchases and expenditures.

Finance/Administration Section Chief Responsibilities

The Finance/Administration Section Chief is responsible for managing all financial aspects of an incident. Not all incidents will require a Finance/Administration Section. Only when the involved agencies have a specific need for finance services will the Section be activated. Major responsibilities of the Finance/Administration Section Chief are to:

- The Finance Section Chief and finance section receives all requests for equipment, personnel and specialized equipment/services and reviews the cost and budget and determines if the item(s) requested fall within purchasing policy for the County or if the item is the responsibility of another agency. If the responsibility of an agency, finance will coordinate with the agency head/representative with spending authority to approve or deny the request for the item(s) or personnel;
 - If requests are denied, Finance Section Chief should work with IC and the requesting Agency/ESF/Lifeline to come up with a budget to solve the solution for the problem being denied assistance;
- Provide financial and cost analysis information as requested;
- Ensure compensation and claims functions are being addressed relative to the incident;
- Gather pertinent information from briefings with responsible agencies;
- Develop an operating plan for the Finance/Administration Section and fill Section supply and support needs;
- Determine the need to set up and operate an incident commissary;
- Meet with assisting and cooperating agency representatives as needed;
- Maintain daily contact with agency(s) headquarters on finance matters;
- Ensure that personnel time records are completed accurately and transmitted to home agencies;
- Ensure that all obligation documents initiated at the incident are properly prepared and completed;
- Brief agency administrative personnel on all incident-related financial issues needing attention or follow-up;
- Provide input to the IAP.
- The default Finance Section Chief will be the County's Clerk Auditor. If multiple agencies/jurisdictions are involved in the incident response with financial obligations, each agency or special district should designate their finance director or another employee authorized to act on behalf of the agency with financial authority to serve in the EOC. Together, these individuals shall comprise the Finance Section and be responsible for reviewing and approving or denying financial purchases and maintaining documentation to FEMA standards. The purpose of shared finance section roles is each agency is responsible for the costs incurred by their agency or the costs per a signed cost-share agreement and a shared-finance section ensures proper review and approval/denial of purchase or contract requests.

The Finance and Administration Section shall work with the Emergency Manager to create an emergency finance plan for review by the County Administrator and consideration by the County Commission. The plan will include emergency contingencies for emergency operations, payroll and hospitality during emergencies and other emergency finance-related matters.

3.4 Planning and Intel/Community Development Section

In addition to the assigned daily duties, the Planning and Intel Section shall have specific responsibilities during an emergency situation or disaster.

- Complete tasks as assigned by the Emergency Manager or designee
- With the assistance of the Building Official, conduct initial damage assessment for all affected structure
 and determine if structures are inhabitable or if building should remain unoccupied until further
 assessment can be completed.
- Provide expertise and recommendations for reconstruction, demolition, condemnation and structural mitigation during emergency recovery and response.
- Provide maps, plans, and other information that will allow rapid identification of municipal infrastructure, roads, neighborhoods, and other specific locations.
- Create a streamlined permit process for disaster recovery efforts.
- Coordinate land use, environmental protection, and economic development mitigation issues during emergency recovery.

Planning Section Chief Responsibilities

The Planning Section Chief is responsible for providing planning services for the incident. Under the direction of the Planning Section Chief, the Planning Section collects situation and resources status information, evaluates it, and processes the information for use in developing action plans. Dissemination of information can be in the form of the IAP, in formal briefings, or through map and status board displays. Major responsibilities of the Planning Section Chief are to:

- Collect and manage all incident-relevant operational data;
- Supervise preparation of the IAP;
- Provide input to the IC and Operations in preparing the IAP;
- Incorporate Traffic, Medical, and Communications Plans and other supporting materials into the IAP;
- Conduct and facilitate planning meetings;
- Reassign personnel within the ICS organization;
- Compile and display incident status information;
- Establish information requirements and reporting schedules for units (e.g., Resources and Situation Units);
- Determine need for specialized resources;
- Assemble and disassemble Task Forces and Strike Teams (or law enforcement Resource Teams) not assigned to Operations;
- Establish specialized data collection systems as necessary (e.g., weather);
- Assemble information on alternative strategies;
- Provide periodic predictions on incident potential;
- Report significant changes in incident status;
- Oversee preparation of the Demobilization Plan.

Planning and Intel / Community Development Section will review the development ordinances of the county to ensure that all practicable regulations that will eliminate or reduce the impact of disasters have been included and are implemented.

3.4 Authority and Role of Support Staff

In addition to normal department functions, each department in the county will have specific emergency functions. Under the direction of the Department Head, each department is responsible for developing and maintaining its own emergency management procedures. These procedures will be coordinated with the Emergency Manager and shall consider the elements of the EOP. In any instance where a department procedure is in conflict with the provisions of this document, the provisions of this document shall take

precedent. Each Department Head is responsible to educate their employees on the procedures of the Educate their employees on the procedures of the department.

With assistance from the Emergency Manager, each department will conduct training and preparation exercises that will familiarize employees with the EOP and the procedures of the department. In addition to departmental training, designated employees elected and appointed officials of San Juan County shall complete a minimum of the ICS-100- and ICS-700 training in the National Incident Management System (NIMS). Some employees will be required to complete additional training depending on their emergency role and responsibilities.

3.5 Direction and Control

Notwithstanding the contents of this chapter, during an emergency situation or disaster, the elected official(s) will be available to interact with constituents and forward community concerns, provide emergency policy direction and enact emergency legislation.

General Responsibilities of County Departments, each department will create internal emergency management standard operating procedures (SOPs) which are consistent with the provisions of this EOP.

The SOPs for each department will include, at a minimum:

- Specific departmental and individual responsibilities and tasks coordinated with other departments in the county to avoid redundancy and enhance cooperation
- Specific education and training programs and exercises that will result in adequate knowledge of responsibilities and tasks and the ability to perform such without hesitation in an emergency situation
- A complete list of all department resources that could be of benefit in an emergency situation or disaster and information on all personnel trained to utilize the resources of the department
- Specific procedures for inter-department communication and reporting to the Emergency Manager or designee. These procedures will include notification and employee activation methods, suspension of normal business activities, release of non-essential employees, evacuation procedures and similar communication challenges
- A checklist identifying the working order or damage to all department assets
- An updated line of succession for key management positions to ensure continuous leadership and authority for emergency actions and decisions in emergency conditions
- Methods to protect records, facilities, and organizational equipment deemed essential for sustaining government functions and conducting emergency operations
- A budget plan to obtain necessary equipment to protect employees in an emergency situation and funding to rotate staff to prevent fatigue and stress, and make stress counseling available

Coordination with Outside Agencies and External Parties If it is determined that County resources have been exhausted or that the County is not able to adequately respond to a disaster, assistance from outside agencies will be requested. Requests for assistance from outside agencies and/or external parties shall be consistent with all negotiated mutual aid agreements; memorandums of understanding; established local, state, and federal emergency assistance protocols; and any other governing agreements. In the absence of an effective agreement, the County Attorney shall negotiate expense and reimbursement agreements for emergency consideration by the County Commission. The Emergency Manager, with assistance from the County

Administrator shall determine the extent of aid necessary to address the emergency situation or disaster following sections identify the general roles of federal, state, county, nonprofit, and other potential partners in an emergency situation. The roles and responsibilities listed herein are for reference only in recognition that San Juan County has no jurisdiction or authority to compel adherence to the responsibilities listed herein

State Agencies Consistent with the emergency declarations of the County Commissioners, the Emergency Manager may choose to request assistance from the State of Utah when local resources have been exhausted or the significance of the emergency situation or disaster warrants a request for services beyond the capacity of San Juan County. Requests for assistance will be forwarded to the Utah Department of Emergency Management through the Liaison Officer, who can orchestrate outside resources and materials to meet the situation at hand.

Local Control

Initial response is provided by local first responders and directed by on-scene incident command. Activities may include rescue, firefighting, emergency medical services, crime scene investigations, traffic control, evacuations, and emergency public information releases. On-Scene command may establish Unified Command to integrate jurisdictional authority and responsibilities of participating organizations such as fire, EMS and law enforcement.

Incorporated Areas

When an incident that occurs within the boundaries of an incorporated town/city, and falls within the legal authorities of an incorporated town; the town has the jurisdictional authority and primary incident management responsibility and is responsible for costs incurred during the incident.

Federal/State Public Lands

The state or federal agency with ownership/jurisdiction over public lands in unincorporated San Juan County will maintain management over any incident on their lands. County departments/agencies may provide initial response efforts until federal/state agency resources can arrive and relieve local resources.

Public Health Event

San Juan County Public Health has responsibility for all incidents that impact both personal and environmental health in San Juan County.

Regional Support

Regional support for incidents can be requested/come from organizations such Region 7 and Region 6 partners (Grand, Carbon, and Emery) Additionally, the Southeast Healthcare Coalition are available to provide support at a regional level during an incident.

During an incident affecting San Juan County, these entities may be called upon as an individual group or as a cohort to assist San Juan County agencies during the incident. Assistance may be in the form of logistical support, expertise, operational planning, resources or public information assistance.

Regional partners will be secondary to local jurisdictions and in a supporting role unless their agency/group has a stake in the incident and jurisdiction (such as regional public health) who will then be involved in Unified Command.

3.5.1 Utah Division of Emergency Management

The Utah Department of Emergency Management should be notified of an incident and coordinated with as the incident progresses during the response phase through the Liaison. Every disaster or emergency is different and the extent of state agency involvement will vary based upon the nature and severity of the incident.

- Coordinate the State's response to disasters.
- Supports San Juan County Emergency Management efforts when local resources are fully committed and found to be inadequate to cope with the situation and when a particular capability or resource is required and not available.
- o Contact the Federal Government for assistance if the State is unable to fulfill the request.

3.5.2 Federal Agencies/Federal Emergency Management Agency

During response to an incident, federal agencies may provide aid or have jurisdiction and control over response to an incident or emergency. Wildfires on Bureau of Land Management (BLM) or U.S. Forest Service Land (USFS) are emergencies that will be federal jurisdiction.

Other emergencies and disasters may fall under the jurisdiction of federal agencies, who are likely to have an extended response due to our geographic location. An example includes: plane crashes which fall under the Federal Aviation Administration (FAA) and National Transportation Safety Board (NTSB). Explosions or of terrorism fall within the jurisdiction of the ATF, FBI and Division of Homeland Security.

Most these agencies are located in Denver and/or Salt Lake City and some have satellite offices in Grand Junction. If an incident commander, elected official, emergency management or other responder believes an emergency/disaster falls within the jurisdiction of a federal agency, the appropriate agencies should be notified as soon as possible. Local law enforcement and first responders should be aware than an extended delay of up to 72-hours may take place before federal partners arrive on-scene.

Local jurisdictions should be aware that federal law dictates the response and involvement of federal agencies such as the Federal Emergency Management Agency (FEMA) in local and state emergencies. FEMA will NOT respond and provide assistance unless an emergency/disaster arises to the level of a major disaster and there is a Presidential Declaration.

The Federal Emergency Management Agency (FEMA) and other federal agencies will then work in support of the State and local jurisdictions.

- Coordinate the federal government's role in preparing for, preventing, mitigating the effects of, responding to, and recovering from all domestic disasters, whether natural or human-caused, including acts of terror.
- When warranted, federal agencies will provide assistance to San Juan County through established protocols and recognized programs.

3.5.3 National Weather Service

Issue severe weather watches and warnings.

3.5.4 Non-governmental Organizations/American Red Cross/VOAD (Volunteer Organizations Active in Disasters)

Volunteer organizations such as the American Red Cross, and other Voluntary Organizations Active in Disasters (VOAD) will coordinate with the EOC for operations and needs for volunteers.

During an emergency or disaster in San Juan County, the private sector will be critical to effective response and to minimize loss or destruction of property and life. The private sector includes public utilities, water companies, construction companies with heavy equipment, delivery companies, restaurants, hotels and more. The private sector will be critical to providing resources during the response and recovery phase and keeping businesses open during an emergency will be a priority.

The Regions 3 VOAD and ARC's nearest location to San Juan County is 4 hours away. A delayed response is expected.

Following a disaster, the American Red Cross (ARC) provides emergency shelter, food, medicine, and first aid to provide for basic human needs. ARC workers distribute food and home clean-up items throughout the affected areas in an effort to enable victims of disasters to resume living independently. ARC also helps when all other resources, such as insurance benefits and government assistance, are not available or are inadequate to meet disaster-related needs. ARC aid is provided on an individual basis, based on verified disaster-caused needs, and, at no cost. The ARC's nearest location to San Juan County is 4 hours away. A delayed response is expected. ARC disaster relief work also includes the following:

- Feeding emergency workers
- Referring those affected by disaster to other available resources
- Handling inquiries from concerned family members outside the disaster area
- o Providing disaster-related mental health services and specialized counseling
- o Providing staff to work daily at the EOC in support of mass care and sheltering activities
- Providing subject-matter expertise on regulations, policies, and all relevant ARC issues, including general mass care planning, preparedness, response, and recovery activities as ARCspecific activities in these areas
- o Providing information on current ARC mass care activities as required
- Supporting reunification efforts through its Safe and Well website and in coordination with government entities as appropriate
- Provide public health and safety, and lessen or avert the threat of an incident becoming a catastrophic incident.

External Parties

Because each emergency situation or disaster is different, there is a wide array of external parties that may be asked for assistance. The parties listed below are not intended to be a complete list, but are included herein as a resource and reference.

3.5.7 General Public

As stated in the Assumptions portion of this plan: The County responds to Emergencies as they happen, providing resources that are available, then reaching out to our region, state and non-governmental organizations when we need more assistance. Our response will be as immediate as possible, outside resources will take longer. We strongly encourage families to prepare to provide for themselves for the basic human needs, for at least two weeks after a disaster.

3.5.8 Business and Industry

Businesses and Industries based in San Juan County are responsible for the development of their own Emergency Operating Plan and Continuity of Operations Plan. Businesses and Industries should be prepared to

survive the immediate consequences of disasters, initially take care of on-site employees, and take necessteps to ensure the long-term viability of their organization.

3.5.9 County

An incident that occurs in unincorporated San Juan County will fall to the management of the County. If an incident impacts both unincorporated and incorporated areas of San Juan County, unified command will be established between the affect municipalities and the County and they will share responsibility.

Commission's Office: The Commission is responsible for ensuring the public safety and welfare of the people of that jurisdiction. Specifically, they provide strategic guidance and resources during preparedness, response, and recovery efforts. Emergency management, including preparation and training for effective response, is a core obligation of local leaders. Chief elected or appointed officials must have a clear understanding of their roles and responsibilities for successful emergency management and response. At times, these roles may require providing direction and guidance to constituents during an incident, but their day-to-day activities do not focus on emergency management and response. On an ongoing basis, elected and appointed officials may be called upon to help shape or modify laws, policies, and budgets to aid preparedness efforts and to improve emergency management and response capabilities.

3.6 Delegation of Authority

If the County Commission determines that all or portions of the Incident Management should be managed by a third party, a specific Delegation of Authority shall be negotiated and executed in written form by the County Commission or designee and the responsible official of the proposed managing entity. Transfer of authority may occur through a documented transfer of all or part of the operational command but shall be supported by a specific written Delegation of Authority.

SECTION 4 DIRECTION, CONTROL, AND COORDINATION

The emergency response forces of the community (EMS, fire, law enforcement, emergency management and public works, public health) are the primary forces of the county in response to community emergencies and disasters.

When the local emergency response forces are unable to meet the immediate demands of the event or require EOC functions, the EOC will be activated to the appropriate level. San Juan County Emergency Management coordinates resources to support response to major events when required. The County Emergency Manager, in collaboration with the County Commission, will focus on a declaration of a local state of emergency when county resources are inadequate.

If the emergency exceeds locally available resources of the emergency response forces, San Juan County will request mutual aid under the statewide mutual aid agreement. The County Emergency Manager may also request state assistance from DEM, which is the state agency charged with coordinating the State of Utah's response to disasters.

Coordination of the EOP components will be as follows:

- This promulgated EOP is effective immediately upon approval and implementation.
- All departments, agencies and organizations involved in the implementation of this EOP will be organized, equipped and trained to perform all designated responsibilities contained in this plan and it's implementing instructions for preparedness, response and recovery activities.

- All organizations are responsible for the development and maintenance of their own internal ope and notification procedures.
- All responding organizations are responsible for filling any important vacancies; recalling personnel from leave, if appropriate; and alerting those who are absent due to other duties or assignments.
- Unless directed otherwise, existing organization/agency communications systems and frequencies will be employed.
- Unless directed otherwise, the release of information to the public or media will be handled through the county's joint information system, using the concepts outlined in Emergency Support Function (ESF) #15 Public Information.
- Personnel designated to the EOC will make prior arrangements to ensure that their families are
 provided for in the event of an emergency to ensure a prompt, worry-free response and subsequent
 duty.

At the EOC, organizational and agency representatives will:

- Report to EOC check-in immediately upon arrival for an update on the situation and to confirm table/telephone assignments.
- Provide name, agency and contact information on EOC staffing chart.
- Ensure adequate 24/7 staffing for long-term EOC activations.
- Ensure that their departments/agencies are kept constantly informed of the situation, including major developments, decisions and requirements.
- Maintain coordination with other appropriate organizations/agencies.
- Thoroughly brief incoming relief personnel and inform the EOC appropriate section chief of the changeover prior to departing. The briefing will include, at a minimum, information on what has happened, problems encountered, actions pending, and the location and phone number of the person being relieved.

The safety of both the affected population and response or recovery personnel will be a high priority throughout an emergency. All actions contemplated will consider safety prior to implementing any decision, and safety will be constantly monitored during the operation itself.

4.1 Rapid Damage Assessment

Is a rapid assessment that takes place within hours after an incident and focuses on lifesaving needs, imminent hazards, and critical lifelines?

4.2 Preliminary Damage Assessment

Is conducted within the framework of a declaration process and identifies and affixes a dollar amount to damages. The preliminary damage assessment assists the Commission in determining resources available and additional needs that may be required. Damage assessments are to be conducted in areas affected by the disaster and relayed to the EOC through the call center

A preliminary damage assessment team may be composed of personnel from FEMA, the state emergency management agency, county and local officials, and the U.S. Small Business Administration. The team's work begins with reviewing the types of damage or emergency costs incurred by the units of government, and the impact to critical facilities, such as public utilities, hospitals, schools and fire and police departments.

They will also look at the effect on individuals and businesses, including the amount of damage and the number of people displaced as well as the threat to health and safety caused by the event. During the assessment, the team will collect estimates of the expenses and damages compiled by the EOC.

This information can then be used by the governor to support a declaration of a state of emergency request that will outline the cost of response efforts, such as emergency personnel overtime, other emergency services shortfalls, community damage and citizenry affected, and criteria to illustrate that the needed response efforts are beyond state and local recovery capabilities. The information gathered during the assessment will help the governor certify that the damage exceeds state and local resources. At the time of the writing of this plan for an emergency to be declared within the County a threshold of \$57, 361.94 in damages needs to occur for a disaster declaration.

FEMA Disaster Declaration Process

- Disaster
- State identifies the disaster
- Damage Assessments are done
- Government Officials review the damage and determine the extent of the disaster and its impact.
- The Governor decides if the State has enough resources to respond to the disaster
- If not, they determine the type and amount of federal assistance they need.
- The State, Tribe or Territory submits a major disaster declaration request.
- The President reviews the request and determines whether the State and Local Government will need federal assistance to recover from the disaster
- A disaster is declared
- When the request is approved FEMA begins to support disaster response with funding, supplies and personnel
- FEMA and local authorities work together to help communities respond, recover and rebuild.

4.3 Response Procedures

San Juan County Emergency Management will monitor impending emergencies and actual occurrences. If the readiness level indicates, the San Juan County Emergency Management staff will notify any key response organizations. When events are such that normal response procedures and/or local resources are inadequate, the San Juan County Emergency Manager will direct the operations of the EOC and activate the appropriate response personnel.

For those situations where response is beyond the capability of San Juan County due to the severity or the need for special equipment or resources, the county will declare a State of Emergency and request assistance from the State through DEM. For such, the governor may declare a state of emergency activating state assistance Title 53-2a-206. Further, where response is beyond the capability of the state and county, the governor will request assistance from the federal government.

Title 53-2a-208 authorizes San Juan County to declare a state of emergency within its boundaries. All exe proclamations or resolutions shall indicate the nature of the emergency, the area or areas (including countywide) threatened or involved, and the conditions creating the threat or emergency. The contents of such proclamations or resolutions shall be promptly disseminated to the public and filed with the county clerk. Copies shall be maintained in the San Juan County Emergency Management office and the county attorney's office.

The EOC serves as the central location for coordination of resources and information sharing activities. When the EOC is fully activated, it will be staffed by the county's emergency management staff and personnel from each of the emergency support functions that are activated. Each ESF will designate a lead who will direct that ESF operation. These individuals will report to the County Emergency Manager. Emergency response actions may be undertaken and coordinated on-scene or at the County EOC, depending on the severity of the impending or actual situation. The decision to escalate the level of activation will be made by the San Juan County Emergency Manager in conjunction with field command staff. The priorities of response will focus on life safety; then basic survival issues (water, food, basic medical care, shelter); restoration of the community's vital infrastructures (water/waste systems, electric, phones, roads); clean up and emergency repairs; and then recovery.

When the county requires shelter facilities, ESF #6 will be notified to coordinate sheltering operations. The Joint Information Center (JIC) will organize notifications to the public, business community, and other parties of developments and activities via all available communication systems. Local resources will be utilized fully before requesting mutual aid or state/federal assistance. If county resources are overwhelmed and become inadequate to cope with an emergency, the county will request mutual aid or state assistance.

San Juan County is a participant in the Statewide Mutual Aid Act. All requests for mutual aid and State/Federal assistance will be coordinated by the county EOC and forwarded to the state EOC. The State liaison will assist the county with appropriate procedures to accomplish these efforts.

4.4 Response Recovery

County Emergency Management and the County personnel, volunteers, humanitarian organizations, and other private interest groups provide emergency assistance required to protect the public's health and safety and to meet immediate human needs.

The County EOC will conduct a preliminary damage assessment immediately after a disaster occurs. This assessment shall identify resources required to respond and recover from the disaster. This will form the basis for the request of state and federal assistance. ESF agencies shall report to the county EOC as their first priority. They will prioritize their needs as quickly as possible accordingly:

- 1. Life Safety
- 2. Property Preservation Environmental Preservation.

An important success factor is the ability of the County to efficiently and effectively access and analyze the level and magnitude of damage resulting from an emergency situation and how quickly recovery efforts are underway. Early assessments are important in order for the Incident Commander to evaluate the potential impact on the community and the socioeconomic system of San Juan County. The damage assessment will also determine the declared level of emergency and whether outside resources are necessary.

Initial damage assessment will be focused on critical life safety facilities such as hospitals, roads and bridges, public safety buildings, and similar locations. If more detailed assessments are necessary to determine the status of these facilities, a concentrated effort will be placed on this task. Where possible, pictures or videotape media will be used in compiling the preliminary damage assessment. State, and federal teams may be dispatched to assist in completing the damage assessment if the preliminary damage assessment indicates that the damage is severe and widespread or if a financial estimate (best completed by experienced personnel) is necessary.

In some instances, a walk-through inspection may be required. A walk-through inspection involves a structure-by-structure damage assessment, which will be completed by county/city building inspectors who may engage the assistance of county and state inspectors.

Determining the extent and level of damage is important in supporting a disaster declaration. County records, appraisals, real estate records and other means may be used to determine monetary damage and to assess economic injury.

4.5 Incident Reporting

During an emergency, situation reports should be forwarded to the EOC as quickly as they become available. The information provided in the initial and subsequent reports should outline a sequential record of actions taken from the point of first response through restoration activities. Although the degree of detail will vary with the type and severity of the incident, reports should include enough detail to create an accurate record of the emergency. The information should be consistent, non-inflammatory, and complete. In general, initial situation reports should include:

- The location and nature or degree of the damage
- The anticipated economic impact on the community
- The type of response actions necessary to address the situation and if San Juan County is capable of providing the assistance or if supplemental state and federal assistance is needed

All members of the EOC staff will maintain and complete an ICS Form 214 Activity log. This process may be repeated several times to allow the Incident Commander to modify and coordinate the response as conditions change.

4.6 Reports and Record Keeping

During a declared emergency, an accurate record of conditions, expenses, actions, and mitigation must be maintained at all times. Although state and federal agencies may assist San Juan County or retain redundant records, they will often rely on the initial assessment and situation reports generated at the local level. These documents will be important in the identification of state and federal financial assistance, declaration of a state or national emergency as well as for incident review and mitigation.

4.7 Federal Records: The Federal Emergency Management Agency (FEMA) is responsible for coordinating and administering all federal disaster relief programs subsequent to a presidential declaration. The Federal Coordinating Officer will establish a field office in the disaster area to administer disaster relief programs according to Public Law 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance, and the Code of Federal Regulations, Title 44, Part 206. All contracts must follow the procurement guidelines found in Title 44 of the Code of Federal Regulations Part 13.36. 6.4.3.2.

4.8 State Records on behalf of the State of Utah for state and federal disaster assistance including the certification of any applications for public assistance. In addition, the Governor's Authorized Representative will provide guidance and assistance to county officials involved in the preparation and maintenance of their required reports and records.

4.9 Post Assessment Communication and Reporting

Following the initial damage assessment and implementation of the appropriate and measured response, communication between the various Emergency Response Teams is critical. It is during this period that plans are established to return the county to a state of normalcy and residents are allowed to engage in the activities of daily life. Each Emergency Response Team is assigned to a specific and important element of emergency management and is responsible to report their findings to the Incident Commander in a timely and complete fashion.

The Incident Commander will organize a meeting between Emergency Response Team leaders to discuss the most current status of the incident and the existing efforts of San Juan County. At these meetings, suggestions and analysis for addressing particular issues may be provided to the Emergency Manager. Following the meetings, new instructions and direction will be provided to team leaders and future meetings times will be scheduled.

Requesting State and Federal Resources Requests for assistance will be forwarded to the Liaison of the Utah Division of Emergency Management from the County Emergency Manager or designee. When County resources are exhausted or capabilities are unable to meet the need. The Utah Division of Emergency Management can orchestrate and bring to bear outside resources and materials to meet the situation. The State of Utah is able to contact the federal government for assistance if it is unable to fill the request.

4.10 Determination of Recovery Strategy

Each emergency situation or disaster is unique and an appropriate recovery strategy is highly dependent on the damage that occurs during the emergency. The general concept for San Juan County recovery operations is based upon a coordinated effort of county, state, federal, and private resources during the recovery phase. In some instances, outside assistance may not be necessary and in a more catastrophic situation, significant federal resources may be needed.

The Emergency Manager, with consultation with the County Administrator, County Commission, and outside officials will create an appropriate and measured recovery strategy. The strategy will include cost estimates, equipment needed to complete the work, anticipated staff hours, a projected time line, and any other information necessary to ensure there is a clear scope of work and obligations.

4.11 Continuity of Government

Continuity of government is an essential function of emergency management and is vital during a community emergency or disaster situation. All levels of government (federal, state, and local) share a constitutional responsibility to preserve life and property of its citizenry. Local continuity of government is defined as the preservation and maintenance of the local civil government ability to carry out its constitutional responsibilities. Ordinances, administrative rules, and departmental procedures address continuity of government in San Juan County.

The County Administrator is appointed to provide oversight to the administrative functions of the county. Under the direction of the County Administrator the Emergency Manager will be assigned to administer the

Item 4

emergency management program of San Juan County. The Emergency Manager will complete all training necessary to function as an effective Emergency Manager and recommend all training, purchases, and other actions necessary to prepare the community for a potential emergency situation or disaster.

SECTION 5 DISASTER INTELLIGENCE

Disaster intelligence relates to collecting, analyzing and disseminating information and analyses that describe the nature and scope of hazards and their impacts. Intelligence and information sharing in the EOC is important, especially for each emergency support function (ESF) that is activated. It will be vital in evaluation of ESF resources, capabilities and shortfalls (for example, availability of trained personnel, equipment and supplies) and will help to determine the level of assistance that is needed, according to each ESF group. This information will become part of the planning and response process as ESF shortfalls are relayed to the county EOC command staff.

ESF #5 - Emergency Management is responsible for establishing procedures for coordination of overall information and planning activities in the EOC. The EOC supports local emergency response and recovery operations, provides a nerve center for collection and dissemination of information to emergency management agencies in order to qualify for state and federal assistance. It also gauges required commitment of resources, and supports other emergency response organizations in their assigned roles.

Disaster intelligence incorporates essential elements of information, which include but not limited to the following:

- Information element
- Specific requirements
- Collection method
- Responsible element
- Deliverables

The Rapid assessment includes all immediate response activities that are directly linked to preliminary damage assessment operations in order to determine life-saving and life-sustaining needs. It is a systematic method for acquiring life-threatening disaster intelligence after a disaster has occurred. In an event that occurs without warning, this assessment must be conducted, at least initially, with county resources. This assessment will lay the foundation for determining immediate response efforts and provide adequate local government response. Coordinated and timely assessments allow for prioritization of response activities, allocation of resources, criteria for requesting mutual aid and state and federal assistance.

San Juan County Emergency Management staff monitors events 24/7, which provides immediate information management. The county will coordinate preliminary damage assessments following any event where disaster intelligence is needed. This assessment involves teamwork and requires personnel who are in place and know their responsibilities. This assessment will be organized for information flow to the Joint Information Center (JIC).

Assessments are accomplished in three phases:

- Rapid assessment, which takes place within hours and focuses on life-saving needs, hazards, and critical lifelines
- Preliminary damage assessment, reviewed by legal authority, which affixes a dollar amount to damage

 Combined verification, which includes a detailed inspection of damage to individual sites by speci personnel

Development of preliminary assessment procedures will provide guidance to all participating agencies that will be involved in the process. Procedures will include:

- Development of a county profile
- Sectoring the county and performing an assessment by sector
- Look at county staffing patterns and possible resource needs
- Develop communication procedures
- Testing and exercising

Development of preliminary assessment forms will assist pre-identified personnel as they collect intelligence. These checklists will ensure uniformity for information gathered, disseminated and collected.

SECTION 6 COMMUNICATIONS

Emergency communications is defined as the ability of emergency responders to exchange information via data, voice and video. Emergency response at all levels of government must have interoperable and seamless communications to manage emergencies, establish command and control, maintain situational awareness, and function under a common operating picture for a broad spectrum of incidents. Emergency communications consists of three primary elements:

- Operability The ability of emergency responders to establish and sustain communications in support of the operation.
- Interoperability The ability of emergency responders to communicate among jurisdictions, disciplines and levels of government using a variety of communication mediums. System operability is required for system interoperability.
- Continuity of communications The ability of emergency response agencies to maintain communications in the event of damage to or destruction of the primary infrastructure.

6.1 Common Operating Picture

A common operating picture is established and maintained by the use of integrated systems for communication, information management, intelligence and information sharing. This allows a continuous update of data during an incident and provides a common framework that covers the incident life cycle across jurisdictions and disciplines.

A common operating picture accessible across jurisdictions and functional agencies should serve the following purposes:

- Allow incident managers at all levels to make effective, consistent decisions.
- Ensure consistency at all levels of incident management.

Critical aspects of local incident management are as follows:

- Effective communications
- Information management

Information and intelligence sharing a common operating picture and systems interoperability provide the information necessary to complete the following:

- Formulate and disseminate indications and warnings
- Formulate, execute, and communicate operational decisions
- Prepare for potential requirements and requests supporting incident management activities
- Develop and maintain overall awareness and understanding of an incident within and across jurisdictions

An Emergency Operations Center uses a combination of networks to disseminate critical information that constitutes a common operating picture, including the following:

- Indications and warnings
- Incident notifications
- Public communications

Notifications are made to the appropriate jurisdictional levels and to private sector and nongovernmental organizations through the mechanisms defined in the Emergency Operations Plan.

The types of communication used in an incident or event will vary depending on the complexity of the incident or event and consist of both internal communications and external communications. They may cross a broad spectrum of methods such as:

Internal Communications

- Landline
- Cellular phone
- Texting
- Paging/notification
- 800 MHZ
- Internet/WebEOC
- Amateur Radio Emergency Service (ARES)

External Communications

- Landline
- Fax
- Cellular phone
- Text
- 800 MHZ
- Internet/WebEOC
- Joint Information System/Joint Information Center
- Emergency activation system
- Reverse 911
- Press releases
- News media
- Facebook
- Twitter

Agencies must plan for the effective and efficient use of information management technologies such as computers and networks for the following purposes:

Tie together all command, tactical, and support units involved in incident management

 Enable these entities to share information critical to mission execution and the cataloguing of req corrective actions prior to an incident.

Entities responsible for taking appropriate pre-incident actions use communications and information management processes and systems to inform and guide various critical activities. These actions include the following:

- Mobilization or pre-deployment of resources
- Strategic planning by:
 - o Preparedness organizations
 - Multiagency coordination entities
 - Agency executives
 - Jurisdictional authorities
 - EOC personnel

During an incident, incident management personnel use communications and information processes and systems to inform preparedness organizations, multiagency coordination entities, agency executives, jurisdictional authorities, and EOC personnel of the formulation, coordination, and execution of operational decisions and requests for assistance. Sustained collaborative effort over time will result in common communication and data standards and systems interoperability.

Routine Information for Public

During routine, daily operations of emergency management, the Sheriff's Office and county departments, information will be shared with the public via several sources. County departments have the ability to have information releases posted to the County website, to departmental Facebook/Instagram pages, through press releases to local media and articles or paid advertisements in the local newspaper.

Information for the public during routine and emergency information will be shared on the following websites and social

media pages:

- San Juan County website—sanjuancounty.org
- San Juan County Facebook—
- Sa Juan County Emergency Management Facebook—
- San Juan County Sheriff's Office Facebook—
- San Juan County Public Health Facebook—
- San Juan County Aging Services Facebook—
- San Juan County will also request the Municipalities share information on their websites and Facebook pages:
- City of Blanding:
- City of Blanding Facebook—
- Bluff Town:
- Bluff Town Facebook—
- Monticello City
- Monticello City Facebook—

Emergency Alerts for Public

Integrated Public Alert and Warning System (IPAWS)

The IPAWS program was established in 2006 by Presidential Executive Order 13407. According to FEMA, there are now over 1,500 federal, state, local, tribal and territorial alerting authorities that can use the IPAWS console to send public alerts and warnings in their jurisdictions.

The Integrated Public Alert & Warning System (IPAWS) is FEMA's national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts, to radio and television via the Emergency Alert System, and on the National Oceanic and Atmospheric Administration's Weather Radio.

State, local, territorial, and tribal alerting systems such as emergency telephone networks, giant voice sirens, and digital road signs may also receive alerts from IPAWS-OPEN, and future alerting technologies and systems can easily be integrated into IPAWS.

Use of the IPAWS system by local jurisdictions is limited to life-threatening emergencies and only Emergency Management has access to the IPAWS console to launch alerts due to strict training and message composition requirements. The West Region Emergency Managers all have access to the console and can launch an IPAWS alert for a neighboring jurisdiction.

Emergency Alert System

The Emergency Alert System (EAS) is a national public warning system that requires radio and TV broadcasters, cable TV, wireless cable systems, satellite and wireline operators to provide the President with capability to address the American people within 10 minutes during a national emergency.

Broadcast, cable, and satellite operators are the stewards of this important public service in close partnership with state, local, tribal, and territorial authorities.

FEMA, in partnership with the Federal Communications Commission and National Oceanic and Atmospheric Administration, is responsible for implementing, maintaining and operating the EAS at the federal level.

EAS Details:

- Messages can interrupt radio and television to broadcast emergency alert information;
- Messages cover a large geographic footprint. Emergency message audio/text may be repeated twice, but EAS activation interrupts programming only once, then regular programming continues;
- Messages can support full message text for screen crawl/display, audio attachments in mp3 format, and additional languages;
- It is important for authorities who send EAS messages to have a relationship with their broadcasters to understand what will be aired via radio, TV and cable based on their policies. Policies vary from station to station.

Wireless Emergency Alerts

Wireless Emergency Alerts (WEAs) are short emergency messages from authorized federal, state, local, tribal and territorial public alerting authorities that can be broadcast from cell towers to any WEA-enabled mobile device in a locally targeted area. Wireless providers primarily use cell broadcast technology for WEA message delivery. WEA is a partnership among FEMA, the Federal Communications Commission (FCC) and wireless providers to enhance public safety.

WEAs can be sent to your mobile device when you may be in harm's way, without the need to download an app or subscribe to a service. WEAs are messages that warn the public of an impending natural or human-made disaster. The messages are short and can provide immediate, life-saving information.

Types of WEAs:

- **Presidential Alerts** are a special class of alerts only sent during a national emergency.
- **Imminent Threat Alerts** include natural or human-made disasters, extreme weather, active shooters, and other threatening emergencies that are current or emerging.
- **Public Safety Alerts** contain information about a threat that may not be imminent or after an imminent threat has occurred. Public safety alerts are less severe than imminent threat alerts.
- America's Missing: Broadcast Emergency Response (AMBER) Alerts are urgent bulletins issued in child abduction cases. Rapid and effective public alerts often play a crucial role in returning a missing child safely. An AMBER Alert instantly enables the entire community to assist in the search for and safe recovery of the child.
- **Opt-in Test Messages** assess the capability of state and local officials to send their WEAs. The message will state that this is a TEST.

FEMA Tips for EEAs:

- Follow the action advised by the alert. The message will show the type and time of the alert, any action you should take, and the agency issuing the alert. The message will be no more than 360 characters. You can get more details from your local authorities, local news or trusted social media sources;
- WEAs have a unique tone and vibration, both repeated twice. WEA messages are free and will not count towards texting limits on your wireless plan;
- Wireless providers are selling devices with WEA capability included. To find out if your phone can receive
- WEA alerts, contact your wireless provider. All the major providers participate in WEA on a voluntary basis;
- If you are on a phone call when a WEA is sent in your area, the message will be delayed until you finish your call;
- WEAs do not track your location. They are broadcast from area cell towers to mobile phones within the defined geographic location. Every WEA-capable phone within range receives the message;
- WEAs are not affected by network congestion.

NOAA Weather Radio

NOAA Weather Radio All Hazards (NWR) is a nationwide network of radio stations broadcasting continuous weather information directly from the nearest National Weather Service office. NWR broadcasts official Weather Service warnings, watches, forecasts and other hazard information 24 hours a day, 7 days a week.

Working with the Federal Communication Commission's (FCC) Emergency Alert System, NWR is an "All Hazards" radio network, making it your single source for comprehensive weather and emergency information. In conjunction with Federal, State, and Local Emergency Managers and other public officials, NWR also broadcasts warning and post-event information for all types of hazards – including natural (such as earthquakes or avalanches), environmental (such as chemical releases or oil spills), and public safety (such as AMBER alerts or 911 Telephone outages).

Known as the "Voice of NOAA's National Weather Service," NWR is provided as a public service by the National Oceanic and Atmospheric Administration (NOAA), part of the Department of Commerce. NWR

includes more than 1000 transmitters, covering all 50 states, adjacent coastal waters, Puerto Rico, the U. Virgin Islands, and the U.S.

Pacific Territories. NWR requires a special radio receiver or scanner capable of picking up the signal. Broadcasts are found in the VHF public service band at these seven frequencies (MHz): 162.400 MHz; 162.425 MHz; 162.450 MHz; 162.475 MHz; 162.500 MHz; 162.525 MHz; and 162.550 MHz.

Local Emergency Notification System (ENS)

San Juan County has subscribed to an Emergency Notification System (ENS) provider to send telephone, text message and email-based emergency notifications for local emergencies. Our contract is with AlertSense to provide emergency notifications. Emergency Notifications can be launched by Emergency Management 24/7 when a public threat, life safety or other emergency is occurring in Ouray County and critical, timely information needs to be communicated to residents within a defined area of the County or the entire County.

Emergency alerts are sent by San Juan County to the public for:

- Missing/endangered children or adults;
- Law enforcement activity such as shots fired, barricaded suspects, an armed suspect fleeing from law enforcement, dangerous individuals, etc.;
- Gas leaks;
- Major water main breaks or domestic water boil orders;
- Emergency road closures;
- Wildfire evacuations and pre-evacuation notices;
- Flooding or potential for flooding;
- Public Health Orders affecting a large group of residents (Stay at home orders)
- Other emergency situations which may affect life safety or personal property.

The local ENS System sends alerts to all landline telephones in San Juan County but residents, business owners and visitors with cell phones and VOIP phones must register their devices and addresses with AlertSense to receive alerts. Registration for alerts is free and available online at sanjuancounty.org. Residents without access to the internet or who require assistance in registering, can contact Emergency Management or the Sheriff's Office front desk in person or via telephone for assistance during normal business hours.

San Juan Ready APP

San Juan County has also worked with a technology firm to develop the San Juan Ready App that is available free for download to apple or android. This has emergency information specific to San Juan County Utah as well as alerting capabilities. It also includes a See Something Say Something reporting element.

SECTION 7 ADMINISTRATION, FINANCE, AND LOGISTICS

7.1 Administration Information

The EOC monitors continuously 24/7 and is administered by San Juan County Emergency Manager. Day-to-day operations are under the direction the County Emergency Manager.

The operational readiness of the EOC is the responsibility of San Juan County Emergency Manager.

• Narratives and operational journals of response actions will be kept.

- All written records, reports, and other documents will follow the principles of the National Incide Management System (NIMS).
- Contracts, agreements and memorandums of understandings/mutual aid agreements must be entered
 into by duly authorized officials and should be formalized in writing whenever possible prior to
 emergencies.

Organizations tasked with responsibilities in the implementation of this plan are responsible for providing their own administrative and logistical needs and for the preparation and maintenance of a resource list for use in carrying out their emergency responsibilities.

7.1.2 Records Preservation and Restoration

All affected departments in San Juan County must ensure protection of their records so normal operations can continue after the emergency. Such records may also be vital to the rapid recovery from the effects of an emergency, with the maintenance of plans for the safety, recovery and restoration of the county's data, network, and telecommunication systems during a disaster.

7.1.3 Reports and Records

General - The planning and activation of an effective emergency response requires timely and accurate reporting of information and the maintenance of records on a continual basis.

- **7.1.4 Reporting guidelines** San Juan County will submit consolidated reports to DEM to include information from local municipalities. Local governments will submit situation reports, requests for assistance, and damage assessment reports to San Juan County Emergency Management by the most practical means and in a timely manner. San Juan County will use pre- established bookkeeping and accounting methods to track and maintain records of expenditures and obligations. Narrative and written log-type records of response actions will be kept by the municipal emergency management agency. The logs and records will form the basis for status reports to the county and state.
- **7.1.5 Initial reports** (needs assessment) are the necessary basis for the governor's decision to declare a state of emergency and to request a presidential disaster declaration. These reports determine the specific types and extent of assistance made available to the affected area.
- **7.1.6 Updates** Situation reports outlining new developments and more complete information will be forwarded as often as necessary in the most expeditious manner available. At a minimum, a daily situation report will be forwarded to the state EOC duration a local activation.
- **7.1.7 Post emergency reports** San Juan County Emergency Management will submit the appropriate post emergency reports to the:

Utah Division of Emergency Management 4315 S 2700 W 2nd Floor, Suite 2200 Taylorsville, Utah 84129 801 538-3400

7.1.8 Reports and Record Keeping

Record keeping is a key element of effective emergency management. Accurate records are needed for the county to be eligible for emergency funding or reimbursement.

7.1.9 Reports and Records the planning and activation of an effective emergency response requires time and accurate reporting of information and the maintenance of records on a continuous basis. San Juan County will submit comprehensive reports that address, at a minimum, the following items:

Training of personnel and exercises completed to prepare the community for an effective response to an emergency; list of trained personnel, equipment and other emergency resources shall be filed with the County Emergency Manager

- Initial damage assessments and reports of the severity of the incident
- Initial needs assessments necessary to declare the appropriate emergency declaration and to request assistance from the state and federal government
- Approved Incident Response Plans and mitigations plans
- Situation reports outlining new developments and more complete information as a situation progresses
- Post-emergency reports that include a complete review of the situation which will also be submitted to the Utah Department of Emergency Management and Homeland Security as appropriate

7.2 Financial Management

For each agency assigned to an emergency support function (ESF) that agency is responsible for mobilizing existing personnel, equipment, materials, supplies and other resources under their control. When agencies require additional resources, these requests will be referred to ESF #7 – Logistics Management and Resource Support in the county EOC. ESF #7 is tasked with identifying the most appropriate and economical method of meeting the resource request. There are several basic methods of meeting a resource request as follows:

- Local forces are those resources under direct control of the county EOC. They can be assigned based on priorities established by the EOC organizational response agencies.
- Mutual aid can be requested by the county EOC to augment local forces during a locally declared state
 of local emergency.
- San Juan County is a signature party of the Utah Mutual Aid Agreement for Catastrophic Disaster
 Response and Recovery. All requests for mutual aid must follow the procedures established by the
 State Division of Emergency Management (DEM) under this agreement.
- A preferred method of meeting temporary disaster demands is utilizing the County Administration Office, who can issue contracts to meet resource requirements.
- State and federal agencies' response may be required when either mutual aid or contracting can meet the resource request. It is anticipated that this response would occur early in the disaster for short time periods.
- All ESF procurements and expenditures will be documented. All receipts and invoices with explanations
 and justifications will be forwarded to the Clerk Auditor's office in a timely fashion. The Clerk Auditor
 will ensure all documentation is complete, recorded on appropriate forms and proper in all respects. If
 the County was federally declared, the Clerk Auditor will submit for reimbursement. If the County was
 not declared, the documentation will serve as a recorded history of activity with expenditures.
- **7.3 Emergency Procurement:** As anticipated in the County's Purchasing Policy, emergency procurement is appropriate when an emergency condition exists that limits the capability of the County to obtain competitive bids and to follow the financial limit without going to Commission for approval. An emergency condition is a situation which creates a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, equipment failures, or such other reason as may be proclaimed by the Emergency Manager. During such an event Emergency procurement using other than normal bid or price quotation procedures may

be made only by the County Administrator, Emergency Manager or his/her designee. Procurements shall made according to policy as near as possible and still assure that the required supplies, services, or construction items are procured in time to meet the emergency. During times of Emergency there is no spending limit for the Emergency Manager however care will be taken to only purchase or procure needed and essential items. This will ensure that the emergency situation can be taken care of in a timely manner. All expenditures and anticipated procurements shall be requested and tracked using requests made on the ICS-209 form.

7.4 Accounting

Complete and accurate accounts of emergency expenditures and obligations, including personnel and equipment costs, will be maintained. Such records are essential to identify and document (1) costs for which no Federal reimbursement will be requested and (2) those costs eligible for reimbursement under major emergency project applications. When Federal public assistance is provided under the Disaster Relief Act, local projects approved by FEMA are subject to both state and Federal audit. The County Clerk Auditor will coordinate the reimbursement documentation for the FEMA Public Assistance program during a presidentially declared disaster for county government.

7.5 Fiscal Agreements

A clear statement of agreement between all major agencies responding to an emergency concerning payment or reimbursement for personnel services rendered, equipment costs and expenditures of materials used in response to an emergency is crucial for accurate cost accounting.

7.6 Logistics

San Juan County Emergency Management maintains current resource information on supplies, equipment, facilities and skilled personnel available for emergency response and recovery operations.

ESF # 7 - Logistics Management and Resource Support provides logistical and resource support, including locating, procuring, and issuing resources (such as food, water, ice, supplies, office space, office equipment, fuel and communications contracting services, personnel, heavy equipment and transportation) to local entities involved in delivery emergency response and recovery efforts.

The Commission or designee has the authority to appropriate services and equipment from citizens as necessary in response to a disaster.

Unless covered in a mutual aid agreement/memorandum of understanding, emergency resources may not be sent outside San Juan County unless the Commission, the San Juan County Emergency Manager or other designated representative grants approval.

7.8 Training and Mitigation

Disaster preparedness training and education is essential for public, private and volunteer disaster agencies and all residents and businesses in the county. The two primary goals of San Juan County emergency preparedness training are to 1) encourage individual and family preparedness, and 2) develop personnel expertise to become effective and responsive in an emergency. Individuals and agencies with assigned tasks under this EOP must receive preparatory training and participate in exercises reflective of situations that could occur in San Juan County. Effective training will be ongoing and current to ensure that San Juan County emergency responders are prepared and qualified to act in an emergency situation or disaster.

7.9 Training Opportunities: In addition to participating in the training necessary to administer the emerg management activities of the county, it is the responsibility of the Emergency Manager to organize training opportunities and exercises that mimic emergency situations and the challenges faced in these unique circumstances. Training can be accomplished through attendance at seminars and conferences, participation in exercises at the local, county, state, and federal level, emergency preparedness classroom and correspondence courses and similar opportunities. San Juan County will also train staff members in NIMS.

Emergency Exercises: On a semi-annual, annual or as need basis, the Emergency Manager will organize an emergency exercise design to mimic an emergency situation or disaster that could happen in San Juan County. The exercise will include participation from emergency and public safety providers, and any other appropriate public safety entity, medical service providers including hospitals and clinics, and any other entity that would increase the reality of the simulation.

The Emergency Manager will concentrate on emergency situations that are most likely to occur in the community rather than those with a low likelihood of occurrence. In addition to the emergency exercise, the Emergency Manager will evaluate yearly the Emergency Operations Center to test all equipment and update or replace what is needed.

Some, but certainly not all, of the purposes of emergency exercises include:

- To take every opportunity to prepare for an emergency that will serve to protect life and property.
- Opportunities for interaction and development of cooperation with other agencies in order to broaden emergency response and recovery capabilities.
- To increase familiarity with emergency management equipment and operations and allow personnel to gain experience in employing these tools during an actual incident.
- Evaluation of training exercises for effectiveness and clarity of purpose.
- Implementation of corrective actions and improvements to better respond in an emergency situation.

7.10 Public Education and Awareness

A high level of public consciousness, awareness and education are crucial to effective emergency management. Informed and knowledgeable residents respond in a more efficient and safer manner in emergency situations. Public education about the potential vulnerabilities and hazards will also result in an opportunity to develop individual and family preparedness plans. In cooperation with community volunteer organizations, the Emergency Manager will organize public education opportunities.

Public training opportunities may include public safety fairs, educational workshops and other public/private presentations and speaking engagements.

Preparedness activities develop response capabilities needed if an emergency situation or disaster occurs as well as the ability of individuals to be self-reliant for short periods of time during a disaster. Related to mitigation, preparedness differs because activities are focused on efforts to educate, organize, train and practice for emergencies rather than the completion of improvements intended to reduce or limit damage. Perhaps more than any other emergency management activity, preparedness requires participation from entities and individuals outside of the County structure. In particular, San Juan County will rely heavily upon the following groups and entities in order to be properly prepared to address an emergency situation:

- San Juan County Emergency Management
- San Juan County Sheriff
- San Juan County Commissioners

- Federal Emergency Management Administration (FEMA)
- Utah Department of Emergency Management and Homeland Security
- San Juan County Fire and Local Fire Departments
- San Juan County EMS
- Religious and congregational
- Non-Governmental Entities

Although preparation includes many groups and individual residents, County employees must also be prepared to act in an emergency situation. Department heads should take necessary actions to educate and train appropriate staff members to coordinate and implement emergency and disaster procedures and instructions.

SECTION 8 PLAN MAINTENANCE

San Juan County Emergency Management is responsible for the overall maintenance (review and update) of this EOP and for ensuring that changes and revisions are prepared, coordinated, published and distributed. Each functional annex and incident annex describes the organization or agency responsible for those documents.

This EOP will be reviewed annually and updated bi-annually based on deficiencies identified in simulated or actual use or due to organizational or technological changes. All changes shall be recorded by San Juan County Emergency Management.

Revisions to the EOP will be forwarded to all organizations or agencies assigned responsibilities in the plan. Contact names and telephone numbers (for EOC staff, departments, agencies, special facilities, schools, etc.) shall be maintained by appropriate departments and agencies.

8.1 EOP Multiyear Strategy

The EOP Multiyear Strategy includes the objectives and key strategies for developing and maintaining the EOP including the support for short- and long-term initiatives. The objectives, key strategies and short and long-term initiatives are summarized below:

EOP Multiyear Strategy

- Ensure San Juan County is prepared for any emergency or disaster.
- Protect essential facilities, equipment, records and other assets.
- Reduce or mitigate disruptions to operations.
- Reduce loss of life and minimize damage and losses.
- Achieve timely and orderly recovery from an emergency and resumption of full services.
- Develop a clear understanding of San Juan County Emergency Management's current emergency preparedness capabilities.
- Develop initial EOP capabilities outside current San Juan County Emergency Management locations.
- Establish an effective ability to execute the EOP.
- Continue to work on EOP ESF primary and support agencies.
- Conduct training and exercises.
- Conduct training and tabletop exercises to reinforce knowledge of the plan.
- Perform annual reviews of plans and assessments.
- Ensure compliance with the National Incident Management System and the Incident Command System.

- Standard operating procedures for ESF, incident, and functional annexes
- Coordinate plans and procedures with local, state and federal agencies.

SECTION 9 AUTHORITIES AND REFERENCES

9.1 Authorities

Under the provisions of HSPD-5, the Secretary of Homeland Security is the principal federal official for domestic incident management.

9.2 Federal Authorities: Federal Civil Defense Act of 1950, (PL 81 -950), as amended Disaster Relief Act of 1974, (PL 93-288) as amended. Title III, of the Superfund Amendments and Reauthorization Act of 1986, (SARA), (PL 100- 700). Code of Federal Regulations (CFR), Title 44. Emergency Management and Assistance October 1, 2008.

The authorities under which this plan is developed include the following:

9.3 State of Utah: Title 53, Chapter 2, "Emergency Management Act."

Ordinance 2.86.010-120 State of Utah, Emergency Operations Plan National Response Framework

9.4 Supporting Documents/Plans

- State of Utah Emergency Operations Plan
- State of Utah Hazard Mitigation Plan
- FEMA 501, National Incident Management System
- FEMA 501-3, NIMS Basic Preparedness
- FEMA 501-7, NIMS Basic Ongoing Management and Maintenance
- Comprehensive Preparedness Guide (CPG) 101
- San Juan County Pre-Disaster Mitigation Plan
- Navajo Nation Department of Emergency Operations Plan
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended. (42 U.S.C. §§ 5121-5206)
- National Incident Management System (NIMS).
- National Response Framework, 2008. Sets forth roles and responsibilities of Federal and certain non-Federal entities after catastrophes overwhelm State and local government. Transportation is found in the Emergency Support Function (ESF) #1.
- Homeland Security Act of 2002
- Presidential Policy Directive / PPD-8: National Preparedness
- Post-Katrina Emergency Management Reform Act of 2006
- Pets Evacuation and Transportation Standards Act of 2006
- Americans with Disabilities Act (ADA) of 1990
- San Juan County Fire Policy for Approved Development

9.5 Agreements

San Juan County has entered into the Statewide Mutual Aid Act, 53-2-501 for Catastrophic Disaster Response and Recovery

SECTION 10 GLOSSARY

All-Hazards: Describes all incidents, natural or human-caused, that warrant action to protect life, property, environment, and public health or safety, and to minimize disruptions of government, social, or economic activities

County Commission: Chief Executive Officer of the County

County Liaison Officer: Point of contact for assisting and coordinating county agencies. The Liaison Officer should establish relationships with county agencies and be able to communicate information effectively with them.

Emergency Management: The preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters. Specific emergency management responsibilities include, but are not limited to the following:

- Reduction of vulnerability of people and communities of this state to damage, injury, and loss of life
 and property resulting from natural, technological, or human-caused emergencies or hostile military
 or paramilitary action
 - Preparation for prompt and efficient response and recovery to protect lives and property affected by emergencies
- Response to emergencies using all systems, plans, and resources necessary to preserve adequately
 the health, safety, and welfare of persons or property affected by the emergency
- Recovery from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies

Emergency Manager: Emergency Management Bureau Chief is assigned the role of Emergency Manager and has the responsibility of overseeing county emergency management programs, planning and activities, as well as coordinating all aspects of the county's mitigation, preparedness, response, and recovery capabilities. The Emergency Manager directs all county EOC coordination before, during and after an emergency. Emergency Management Assistance Compact (EMAC): A congressionally ratified organization that provides form and structure to interstate mutual aid. Through EMAC, a disaster-affected state can request and receive assistance from other member States quickly and efficiently, resolving two key issues up front: liability and reimbursement.

Emergency Operations Center (EOC): A designated site from which public, private or voluntary agency officials can coordinate emergency operations in support of on-scene responders.

Emergency Operations Plan (EOP): Overview of San Juan County emergency response organization and policies. It cites the legal authority for emergency operations, summarizes the situations addressed by the EOP, explains the general concept of operations and assigns responsibilities for emergency planning and operations.

Emergency Support Function (ESF): A functional emergency management responsibility established to facilitate assistance required during mitigation, preparedness, response, and recovery to save lives, protect health and property, and maintain public safety.

Emergency Support Function (ESF) Assignment Matrix: Organizational grouping of all primary and support ESF agencies.

Emergency Support Function (ESF) Coordinator: The primary ESF coordinator is the entity with management oversight for that particular ESF. The coordinator has ongoing responsibilities throughout the preparedness, response and recovery phases of incident management. Responsibilities of the ESF coordinator include:

- Coordination before, during, and after an incident, including pre-incident planning and coordination
- Maintaining ongoing contact with ESF primary and support agencies
- Conducting periodic ESF meetings and conference calls
- Coordinating efforts with corresponding private-sector organizations

 Coordinating ESF activities relating to catastrophic incident planning and critical infrastructure preparedness, as appropriate

Emergency Support Function (ESF) Primary Agency: Agency assigned primary responsibility to manage and coordinate a specific ESF. Primary agencies are designated based on their having the most authorities, resources, capabilities or expertise relative to accomplishment of the specific emergency support function.

Emergency Support Function (ESF) Support Agency: Entities with specific capabilities or resources that support the primary agency in executing the mission of the ESF.

Federal Emergency Management Agency (FEMA): Agency of the U.S. government tasked with disaster mitigation, preparedness, response and recovery planning.

Finance/Administration Section: Responsible for tracking incident costs and reimbursement accounting. **Homeland Security Presidential Directive (HSPD) 5**: Enhances the ability of the United States to manage domestic incidents by establishing a single, comprehensive National Incident Management System.

Incident Command System (ICS): An all-hazard, on-scene functional management system that establishes common standards in organization, terminology and procedures.

Incident Support Plan (ISP): The ISP includes the overall incident objectives and strategies established by the Emergency Manager for EOC operations. The Planning Section is responsible for developing and documenting the ISP.

Joint Information Center (JIC): The primary location for the coordination of media relations located in or near the Emergency Operations Center.

Joint Information System (JIS): Provides the public with timely and accurate incident information and unified public messages. This system employs Joint Information Centers and brings incident communicators together during an incident to develop, coordinate and deliver a unified message. This will ensure that federal, state, and local levels of government are releasing the same information during an incident.

Local Government: Local municipal governments, the school board and other government authorities created under county or municipal legislation.

Local Nonprofits: Nonprofit agencies active in providing local community services that can either provide assistance during an emergency or would require assistance to continue providing their service to the community. United Way Agencies are an example of local nonprofits under this category.

Logistics Section: Provides facilities, services and materials, including personnel to operate the requested equipment for the incident support.

Municipality: Legally constituted municipalities are authorized and encouraged to create municipal emergency management programs. Municipal emergency management programs shall coordinate their activities with those of the county emergency management agency. Municipalities without emergency management programs shall be served by their respective county agencies. If a municipality elects to establish an emergency management program, it must comply with all laws, rules and requirements applicable to county emergency management agencies. Each municipal Emergency Operations Plan must be consistent with and subject to the applicable county Emergency Operations Plan. In addition, each municipality must coordinate requests for state or federal emergency response assistance with its county. This requirement does not apply to requests for reimbursement under federal public disaster assistance programs. National Incident Management System (NIMS): A systematic, proactive approach to guide

departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment.

National Response Framework: The guiding principles that enable all response partners to prepare for and provide a unified national response to disasters and emergencies. It establishes a comprehensive, national, all-hazards approach to domestic incident response.

Operations Section: Directs and coordinates all operations and assists the county coordinating officer in development of incident operations.

Planning Section: Responsible for the collection, evaluation, dissemination and use of information about the development of the incident and status of resources.

Policy Group: Consists of executive decision-makers that are needed to collaborate to manage the consequences of the disaster. This group makes critical strategic decisions to manage the emergency.

Policy Group Liaison: Individual assigned to act as liaison to coordinate county policy group and readiness and decision-making processes. Effectively communicate executive level concerns and decisions during emergency operational periods to and from the County Coordinating Officer.

Public Information: Emergency information that is gathered, prepared, and coordinated for dissemination during a disaster or major event.

Safety/Security: Safety/security is monitored and measures are developed for ensuring a safe and secure environment in which to run emergency operations.

State Liaison: Individual appointed by the Utah Division of Emergency Management to act as liaison during emergency periods to coordinate state actions for providing effective coordination and communications during the event.

Standard Operating Procedures (SOPs): States in general terms what the guideline is expected to accomplish.

Section 11

ACRONYMS

ARC-American Red Cross

ARES - Amateur Radio Emergency Service

COG – Continuity of Government

CFR - Code of Federal Regulations

CIKR -Critical Infrastructure and Key Resources

COOP – Continuity of Operations

DEM - Division of Emergency Management

EMAC – Emergency Management Assistance Compact

EMS – Emergency Medical Service

EOC - Emergency Operations Center

EOP - Emergency Operations Plan

ESF - Emergency Support Function

FEMA - Federal Emergency Management Agency

HAZMAT - Hazardous Materials

HSPD - Homeland Security Presidential Directive

ICS - Incident Command System

ICP - Incident Command Post

ISP - Incident Support Plan

JIC - Joint Information Center

JIS - Joint Information System

NIMS – National Incident Management System

NRF – National Response Framework

SARA – Superfund Amendment and Reauthorization Act

SJC - San Juan County

SOP – Standard Operating Procedures

VOAD-Volunteer Organizations Active in Disasters





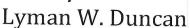


Renewal Form for Retail Beer License

To The Board of County Commissioners, San Juan County, Monticello, Utah

Name Melody 6	HERRETO Business Name Mexican HA+ 7-Eleven
Address P.O. Box 6	Business Name Mexican HA+ 7-Eleven 81030 City Park City State UT
Type of License applied for	Driver's License 158509198
Off Premise Beer retailer -	OP Class A - \$250
Bar Establishment -	CL Class B - \$400
On-Premise Beer -	BE Class C - \$400
Restaurant Beer only -	RB Class D - \$250
Restaurant Limited -	RL Class D - \$250
Restaurant -	RE Class D - \$250
	newal to vend light beer at retail for and behalf of Resort Retailers are: h - President - Vice President
And who have complied with the statutory requirements and possess the qualifications specified in the Title 32B – Alcoholic Beverage Control Act Liquor Control Act:	
State Retail Alcohol License: Proximity requirements met Surety Bond (\$2,500): & Public Liability insurance:	Manager/Employee Training: FIN UTAH 519 TE N Floor Plan (copy) Y N
County Business license:	Y)N #
PO Box 338 117 South	Main Street Marking III III I 04505





lduncan@sanjuancounty.org



Renewal Form for Retail Beer License

and all ordinances of San Juan County and request license to be issued for the following particular premises at <u>29565. Hwy 163 Mevican Hay Ot 3453</u>, in Utah, for a term of 12 months, commencing the 1st day of January, 2024, and ending the 31 day of December 2024.

It is expressly understood and agreed that the San Juan County Commission may, with or without hearing, refuse to grant the license herein applied for, or if allowed will be granted and accepted by licensee on condition that it may be revoked at the will and pleasure of the San Juan County Commission and no cause therefore need when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee's conduct of licensed premises.

Dated this 10 day of January, 2014.
Signature of Walledg Anenew Applicant
Approved Y/N by County commission Chair:
County Clerk

Item 6.



Lyman W. Duncan lduncan@sanjuancounty.org

Renewal Form for Retail Beer License

To The Board of County Commissioners, San Juan County, Monticello, Utah

Name Lisa Howe Business Name Sunnise Trading LLC Address 550 F Santa For High to Gittle Rhoute	
Address 550 E Santa Fe Heights City Blanding State Ut	
Type of License applied for OP Class A Driver's License 013602798 UT	
Off Premise Beer retailer - OP Class A - \$250	
Bar Establishment - CL Class B - \$400	
On-Premise Beer - BE Class C - \$400	
Restaurant Beer only - RB Class D - \$250	
Restaurant Limited - RL Class D - \$250	
Restaurant - RE Class D - \$250	
Horoby applies for a license personal to a little line and the lit	11
Hereby applies for a license renewal to vend light beer at retail for and behalf of Sunrise Tradiry	ig Li
Whose {partners and officers} are:	
Lisa Howe and Quinn Howe	
And who have complied with the statutory requirements and possess the qualifications	
specified in the Title 32B – Alcoholic Beverage Control Act Liquor Control Act:	
State Retail Alcohol License: Y/N Y State License #: OPO1966	
Proximity requirements met: Y/N Manager/Employee Training: Y/N	
Floor Plan (copy) Y/N y	
& Public Liability insurance: Y/N Amounts carried:	
County Business license: Y/N # 2023 - 118	
County Business license: Y/N # 2023 - 118	
PO Box 338 117 South Main Street Monticello, Utah 84535 425 597 2222	

Item 6.



Lyman W. Duncan Iduncan@sanjuancounty.org

Renewal Form for Retail Beer License

and all ordinances of San Juan County and request license to be issued for the following particular premises at 3999 W HWY 162. Monteruma Creek Ut 84539 in Utah, for a term of 12 months, commencing the 1st day of January, 2023, and ending the 31 day of December 2023.

It is expressly understood and agreed that the San Juan County Commission may, with or without hearing, refuse to grant the license herein applied for, or if allowed will be granted and accepted by licensee on condition that it may be revoked at the will and pleasure of the San Juan County Commission and no cause therefore need when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee's conduct of licensed premises.

Dated this 14 day of <u>December</u> , 20 <u>23</u> .	
Signature of Applicant By Lise Thre Mb	
Approved Y/N by County commission Chair:	
County Clerk	

San Juan County

117 So Main Street Monticello, UT 84535





Purchase From

Purchase Order

NITV Federal Service

State Contracted

Lehi Lacy

P. O. No#

11400 Fortune Circle

297 S. Main

Date

West Palm Beach, FL 33414

Monticello, UT 84535

Your Ref#

Phone: 561-798-6280

Phone: 435-587-2237

Deliver To

Our Ref#

Attention To:

Attention To:

Credit Terms

Check

1/31/2024

Product ID	Description	Quantity	Unit Price	Amount
	CVSA III Instrument Dell Rugged 14 model;	1	\$10,995.00	\$10,995.00
	includes 2 student training slots (normally			\$0.00
	\$1395 each) and Dell 3 year onsite warranty			\$0.00
	(normally \$300).			\$0.00
			1	\$0.00
	Students TBD to attend CVDA training		1	\$0.00
	location and date TBD.			\$0.00
				\$0.00
	Additional discounted New Examiner training			\$0.00
	is available with this purchas (ONLY			\$0.00
	available at the time of purchase/invoice)			\$0.00
				\$0.00
			Sub Total	\$10,995.00
Approved:			Tax	Exemept
	11		Freight	
Department Head:	MA		Invoice Total	\$10,995.00
County Admin:	Mark Me anosa.		Amount Paid	
	- was well		Balance Due	\$10,995.00

Terms and Conditions:



NITV FEDERAL SERVICES LLC 11400 Fortune Circle, West Palm Beach, FL 33414

Phone: 561-798-6280



Date	Estimate No.	
12/8/2023	8423	

San Juan County Sheriff's Office Attn: Deputy Avery Olsen 297 South Main Street Monticello, UT 84535

Description	Qty	Rate	Total
CVSA® III Instrument Dell Rugged 14 Model; purchase Includes two (2) student training slots (normally \$1395 each) and Dell 3-year Onsite Warranty (normally \$300). Students TBD to attend CVSA training location and date TBD.		10,995.00	10,995.00
**Additional discounted New Examiner training is available with this purchase (ONLY available at the time of purchase/invoiced)			
his Estimate is good for 30 days. Please contact NFS to	create an	Total	\$10,995.00

MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR PROSECUTORIAL SERVICES

PREAMBLE

This is an agreement by and between the Utah Attorney General's Office, hereinafter referred to as UAGO, and the San Juan County Attorney's Office, hereinafter referred to as SJCAO, each of which is a public agency and witnesses as follows:

WHEREAS, Utah Code Ann.§§ 11-13 et. seq. (Interlocal Cooperation Act), authorize public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, SJCAO needs additional prosecutorial assistance in a criminal matter;

WHEREAS, the parties desire to contract for the services of assistant attorney general provided from the UAGO's Justice Division, to provide prosecutorial assistance to SJCAO;

NOW, THEREFORE the parties mutually agree as follows:

1. PURPOSE

The purpose of this amended Agreement is to provide SJCAO the services of an assistant attorney general, from the UAGO's Justice Division, capable of providing prosecutorial assistance on a murder prosecution in an ongoing criminal matter in the Seventh District Court in San Juan County, Utah, to wit: State v. Sage Jennings Daves, Case No. 231700105.

2. CONTRACT

- 2.1 TERM: The term of the Agreement shall be effective as of November 6, 2023 and shall continue until the resolution of the ongoing criminal matter in San Juan County.
- 2.2 MODIFICATIONS: Any and all changes or modifications to this amended Agreement must be in writing and signed by an acting representative of each of the parties hereto.
- 2.3 TERMINATION: This Agreement may be terminated at any time upon written notice by one party to the other, termination to be effective upon delivery of the written notice of intent to terminate.

3. UTAH ATTORNEY GENERAL'S OFFICE:

3.1 PROSECUTOR: The assistant attorney general will provide prosecutorial assistance to SJCAO in the criminal matter now pending in San Juan County through the criminal trial stage to jury verdict or other disposition, and as agreed below.

- 3.2 APPOINTMENT: UAGO shall assume responsibility for determining which assistant attorney general has the experience and qualifications to provide the prosecutorial assistance required in the pending criminal matter in San Juan County.
- 3.3 BILLING: Time spent by the assistant attorney general on the criminal matter in San Juan County shall be recorded at a flat fee rate of \$10,000 for all time spent up to and including the preliminary and justification hearings. SJCAO shall pay UAGO in accordance with proper state billing procedure. Travel, per diem and lodging will be paid for by the UAGO Justice Division budget.
- 3.4 SUPPLEMENTAL BILLING: Time spent by the assistant attorney general on the criminal matter for any time spent post preliminary and justification hearings, up to and including trial, shall be a flat rate determined and agreed upon in a supplemental memorandum of understanding and agreement.
- 3.5 PAYMENT: UAGO will process reimbursement from SJCAO in a manner consistent with the financial procedures and protocols required by the Utah State Division of Finance.

4. SAN JUAN COUNTYATTORNEY

- 4.1 RESOURCES: SJCAO will arrange for and provide assistant attorney general with access to SJCAO and the materials related to the criminal matter so the assistant attorney general may fully participate in the prosecution of the criminal matter.
- 4.2 REIMBURSEMENT: SJCAO will reimburse UAGO as specified in ¶ 3.3 for all time spent by the assistant attorney general on the San Juan County criminal matter. All other costs and expenses incurred by assistant attorney general in the performance of the duties for SJCAO will be included in the flat fee rate. Reimbursement shall be forwarded to UAGO in a reasonable time after UAGO has notified SJCAO of any amount owing.

5. COOPERATION GUIDELINES AND OTHER MATTERS

- 5.1 ARBITRATION OF DISPUTES: If any conflict should arise between UAGO and SJCAO regarding action or inaction by either party or the interpretation of their respective rights, duties and responsibilities under this amended Agreement, appeal may be made to the Chief Criminal Deputy of the UAGO and the San Juan County Attorney who will jointly arbitrate and decide any such dispute.
- 5.2 ADMINISTRATION OF AGREEMENT: This amended Agreement does not establish a separate legal entity, and the cooperative undertaking contemplated by this amended Agreement shall be administered by the San Juan County Attorney, or his designee, and the Chief Criminal Deputy of the UAGO, or his designee Division Director, Justice Division.
- 5.3 COMPLIANCE WITH LAW: The joint action contemplated by this amended Agreement is authorized under the applicable law of the State of Utah and in compliance therewith.

SEAN D. REYES Utah Attorney General	
CRAIG L. BARLOW Justice Division Director	Dated: Jan. 19, 2024
SPENCER E. AUSTIN Chief Criminal Deputy	Dated: 1-19-24
SAN JUAN COUNTY	
BRITTNEY IVINS San Juan County Attorney	Dated:
JAMIE HARVEY San Juan Commission Chair	Dated:



Grand Water & Sewer Service Agency

3025 E. Spanish Trail Rd. ♦ PO Box 1046 ♦ Moab, UT 84532 435-259-8121 ♦ 435-259-8122 fax ♦ www.grandwater.org

January 22, 2024

San Juan County Commission 117 S. Main Street Monticello, UT 84535

San Juan County Commissioners,

The Grand County Water Conservancy District (GCWCD) board has advertised, accepted, and reviewed applications for the expiring terms of office. These are a four-year term.

Two applications were received prior to the December 1, 2023, deadline. Applications were received through the State of Utah Boards and Commissions web application portal and those applications have been included for review.

GCWCD board members have reviewed the applications and resumes and conducted interviews on 12/28/2023, 1/9/2024.

Selection criteria include:

- 1. Shall be a Grand County resident and a resident of the district. 17B-2a-1005-5-a
- 2. One District Member Shall Own Irrigation Rights in the district. 17B-2a-1005-2-d
- 3. Uses those irrigation rights as part of that person's livelihood. 17B-2a-1005-2-d (The current board meets this.)

There is one San Juan County Seat are expiring. That seat is currently held by Brian Backus (2004-present).

The two applicants for this seat are Brian Backus and Lloyd Wilson. Both applicants are residents of San Juan County and within the district service area. Brian Backus owns irrigation rights and uses them as part of his livelihood. Lloyd Wilson owns irrigation water rights.

After conducting interviews, the GCWCD concluded that all applicants are qualified for the position and should be advanced for consideration by the Governor.

Dan Pyatt

Grand County Water Conservancy District, Chairman

-BOARDS AND COMMITTEES-				
OPERATING COMMITTEE	SVWSID	GCWCD	GCSSWD	
Dan Pyatt (President)	Gary Wilson (Ch)	Dan Pyatt (Ch)	Gary Wilson (Ch)	
Gary Wilson (V. President)	Mike Holyoak (V. Ch)	Jerry McNeely (V. Ch)	Mike Holyoak (V. Ch)	
Brian Backus	Dale Weiss (Treasurer)	Brian Backus	Rani Derasary	
Mike Holyoak	Rick Thompson (Clerk)	Preston Paxman	Trisha Hedin	
Rick Thompson	Ken Helfenbein	Kevin Clyde	Rick Thompson	
Dale Weiss		-	_	

Boards & Commissions

Item 9. Close Window Print This Pa

Expand All | Collapse All

Application: 00010256

Contact Details

Contact Name Brian Backus **Contact Email**

4352606043

brianbackus72@gmail.com

Applicant Ethnicity

Applicant Gender

Man White

New

No

Applicant Political Affiliation Republican

Status

Application Information

Contact Phone

Case Number 00010256

Application Type Standard Application

11/21/2023, 9:33 PM

Criminal Charges Explanation

Conflict of Interest No

Criminal Charges

Requires Governor Confirmation

Date/Time Opened

Requires Senate Confirmation

Approved By

Conflict of Interest Explanation

Created By

Brian Backus, 11/21/2023, 9:33 PM

Application Internal Comments

Approval Comments

Internal Application Comments

Agency Approval Date

Board Seat & Term Information

Applied Board Grand County Water Conservancy District Board Of Applied Term

TERM-026282

Trustees

SEAT-13153

Term Length (years)

Seat Qualification Resident of the San Juan water district **Term Start Date**

2/1/2024

Seat Type Member Term End Date 1/31/2028

Holder of Applied Seat Brian Backus

Statement of Interest and Resume

Applied Seat

Statement of Interest

I have served in this position for 19 years and would love to continue serving for another 4 year term. I have served the citizens of Utah in different

capacities for over 30 years.

Resume Text

Contact Information

Contact Details

Name Brian Backus Email

brianbackus72@gmail.com

LinkedIn Profile URL

Phone 4352606043

Mobile

Demographic Information

Race/Ethnicity White

Title

Gender Man

Political Affiliation Republican

Address Information

Mailing Address

47 W Allen St Moab, UT 84532 County San Juan

US

Additional Information

Account Name Board Members & Applicants **Criminal History** No

Criminal History Details

Files

117

Organization

Brian Water Resume Brian Water Resume

Last Modified 11/21/2023, 9:34 PM
Created By Brian Backus

Last Modified 11/21/2023, 9:34 PM
Created By Brian Backus

118

Item 9.

Boards & Commissions

Item 9 Close Window Print This Pa

Expand All | Collapse All

Application: 00010194

Contact Details

Contact Name Lloyd Wilson

ccconstruction@rocketmail.com

Applicant Gender Applicant Ethnicity

Man White

Contact Phone 435-260-8871 **Applicant Political Affiliation**

Republican

Application Information

Case Number 00010194 Status New

No

Application Type Standard Application **Criminal Charges** No

10/19/2023, 8:58 AM Date/Time Opened

Criminal Charges Explanation

Requires Governor Confirmation

Contact Email

Conflict of Interest

Requires Senate Confirmation Approved By Conflict of Interest Explanation

Created By Lloyd Wilson, 10/19/2023, 8:58 AM

Application Internal Comments

Approval Comments

Internal Application Comments

Agency Approval Date

Board Seat & Term Information

Grand County Water Conservancy District Board Of **Applied Board**

Resident of the San Juan water district

Applied Term

TERM-026282

Trustees

SEAT-13153

Term Length (years)

Term Start Date 2/1/2024

Seat Type Member Term End Date 1/31/2028

Holder of Applied Seat Brian Backus

Statement of Interest and Resume Statement of Interest

Applied Seat

Seat Qualification

My name is Lloyd Wilson and I am interested in holding a seat on the Grand County Water Conservancy District Board Of Trustees. I am a resident of San Juan County and have lived in Moab my entire life. I am the owner of Canyon Country Construction LLC, Canyon Country Properties LLC, Part owner of Canyon Country Modulars LLC/WDW Holdings and I am the Manager of the San Juan Spanish Valley SSD. I also hold an E100 & B100 License with the State of Utah and have over 20 years of experience in the fundamentals of Water and Sewer.

I have served on the San Juan Spanish Valley Special Service District Board and the San Juan Planning Commission Board for 11 years. I am also a volunteer for the Moab Fire Department.

The opportunity to serve the community by volunteering my time on this board would be greatly appreciated.

Respectfully,

Lloyd Wilson

Spanish Valley, San Juan County

Resume Text

Lloyd Wilson

Moab, UT | ccconstruction@rocketmail.com | 435-260-8871

WORK HISTORY

- Manager San Juan Spanish Valley Special Service District Moab Utah 5 Years
- Job duties include but not limited to Overseeing all sewer and water Connections, testing, inspections and sewer and water line repair and maintenance. Reviewing all Engineered plans for new subdivisions and applying necessary changes. Being the point of contact for questions/concerns concerning line locations and connections. Maintaining and monitoring the San Juan SSD Well Pump and Tank for Culinary Water and overseeing all hot taps into the water line.
- Owner/Canyon Country Construction LLC Moab, Utah 27 years experience
- Job duties include but not limited to complete construction and renovation of residential homes, offices, metal buildings, including water and sewer hookups.

CERTIFICATIONS

• E100 & B100 License in the State of Utah / 12 years

• CDL - 10 years

OTHER RELEVANT EXPERIENCE/EXPERTISE

Have served on the San Juan Spanish Valley Special Service District Board and the San Juan Planning Commission Board for 11 years. Volunteer for the Moab Fire Department.

Contact Information

Contact Details			
Name	Lloyd Wilson	Email	ccconstruction@rocketmail.com
LinkedIn Profile URL		Phone	435-260-8871
Title		Mobile	
Demographic Information	n		
Race/Ethnicity	White	Gender	Man
Political Affiliation	Republican		
Address Information			
Mailing Address	134 Tangren Drive Moab, UT 84532 US	County	Utah
Additional Information			
Account Name	Board Members & Applicants	Criminal History	No
Organization		Criminal History Details	

120

Item 9.



COMMISSION STAFF REPORT

MEETING DATE:	February 6, 2024
SUBMITTED BY:	David Gallegos, San Juan County Fire Chief
TITLE:	2024 Wildland Fire Program Participating Commitment Between
	San Juan County and Utah Division of Forestry, Fire and State
	Lands
RECOMMENDATION:	Approval

SUMMARY

This is a renewal of the Wildland Fire Participating Agreement Between San Juan County and Utah Division of Forestry, Fire and State Lands.

HISTORY/PAST ACTION

Renewal of Agreement

FISCAL IMPACT

\$40,325



Utah Division of Forestry, Fire and State Lands 1594 West North Temple, Suite 3520 P.O. Box 145703



Salt Lake City, UT 84114-5703

FINANCIAL STATEMENT: UTAH COOPERATIVE WILDFIRE SYSTEM PARTICIPATION COMMITMENT BETWEEN UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

and SAN JUAN COUNTY Medium Risk Assessment High Risk High Risk Assessment Total \$14,060 \$1,702 \$15,762 Division's 10 year fire suppression cost average within the jurisdiction: \$24,563

THIS IS NOT A BILL. DO NOT PAY. Participation Commitment for 2024: \$40,325

List below how the Participating Entity plans to meet the Participation Commitment total above. List the project, action or acquisition. Category (fuel mitigation, wildfire prevention, wildfire suppression capacity) Duration (how long will the project take to complete) Value this Year (estimated value to be claimed this year) All Projects-Actions or Acquisitions must be included in the approved Community Wildfire Preparedness Plan

made so included in the approved community vinding i repaired rain			
Proposed Project, Action, or Acquisition	Category	Duration	Value this Year
CONTINUATION ON YOUNG'S CHIP/CUTT/BURN	MITIGATION	FEB- 2024	1ACRE LEFT 2.000
CONTINUATION LANEY'S CHIP/BURN	MITIGATION	FEB/MAR-24	1 1/2 ACRES LEFT 2.500
WALKER'S BURNING /CUTTING /CHIPPING	MITIGATION	APRIL- JUNE	3.7 ACRES 4.500
REBBECA PETERSON CUTTING /CHIP/BURN	MITIGAION	AUG-NOV 24	2 ACRES 3.500
# 2 REBECA'S PROJECT CUTT/CHIP/BURN	MITIGATION	START 2024-25	7.7 ACRES 6.500
STEPHEN WILLIWAMS CUTT/CHIP/BURN	MITIGATION	2024-2025	2.6 ACRES 4.500
JOE TOSKA CUTTING /CHIPP /BURNING	MITIGATION	2024-2025	2 ACRES 3.500
EDUCATION ON FUELS REDUCTION	PREVENTION	JAN-DEC-2024	3.131.32
CARRY OVER MONEYS FROM 2021	PREPAREDNESS	JAN-DEC-2024	10,193.68
		TOTAL	40.325

Utan Division of Forestry, Fire and State Lands		
Signature	<u> </u>	
Print Name and Title	Date	
Official Participating Entity Representative		
Signature	<u> </u>	
Print Name and Title	 Date	

Utah Division of Forestry, Fire and State Lands 1594 West North Temple, Suite 3520 P.O. Box 145703

Salt Lake City, UT 84114-5703

Fire Suppression Cost 10 Year Average Calulations			
YEAR	NORMAL FIRE SUPPRESSION COSTS (See Note 2)		
2013	\$14,616	1.05	\$15,347
2014	\$63,454	1.04	\$65,992
2015	\$18,969	1.04	\$19,728
2016	\$9,097	1.01	\$9,188
2017	\$28,132	1.03	\$28,976
2018	\$31,254	0.98	\$30,629
2019	\$0	0.96	\$0
2020	\$73,047	1.25	\$91,308
2021	\$21,314	1.25	\$26,642
2022	\$0	1.26	\$0
	\$196,502		
	\$24,563		



COMMISSION STAFF REPORT

MEETING DATE: February 6, 2024

SUBMITTED BY: Tammy Gallegos, Aging Director

TITLE: 2024 San Juan County Senior Center Policy and Procedure Manual

RECOMMENDATION: Approval

SUMMARY

This is the San Juan County Senior Center Policy and Procedure manual. It will be used within the county owned and operated senior centers. The County Attorney has looked at the policy and procedure manual and has found no issues.

HISTORY/PAST ACTION

Past Policy and Procedure Manual was implemented in the early 2000's

FISCAL IMPACT

None

San Juan County Utah Senior Center Policy and Procedure Manual for Center Employees



This policy and procedure manual is the property of San Juan County and should be kept on the premises it is for your reference to daily activities. It should be read by you and if you should have any questions, they should be referred to your immediate supervisor for clarification.

Failure to follow or implement these procedures may result in disciplinary actions.

This manual needs to be returned to your supervisor when you are no longer an employee of San Juan County

AAA

14000	10
Item	1/

This policy and procedure manual is provided to you as a participant of the San Juan County Area Agency on Aging Senior Center Program. It is for your reference on senior center functions.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Accidents/Injuries Effective Date: May, 2020 Revised Date: January, 2024

It is the policy of San Juan County Area Agency on Aging that our senior centers follow the San Juan County policy in regards to Accidents/Injuries

Policy

- 1. Employees injured on the job, no matter how slight, must report the incident promptly to a supervisor and fill out and submit a "First Report of Injury" report to the Human Resource Department and the County Risk Manager. Levels of compensation and County participation in payments to the worker shall be according to standards established by the Utah State Industrial Commission.
- 2. In conjunction with Appendix A, the County's Drug Free Work Place Policy, every employee involved in an on-duty accident or unsafe work practice, shall immediately submit to a drug and alcohol test at the Blanding Medical Clinic or the San Juan County Clinic in Monticello if by observation of the employee and the circumstances of the accident reasonably could indicate violation of the County's drug policy.

It is the policy of San Juan AAA that any injury that happens on the job is reported to your immediate supervisor as soon as the injury happens. The workers compensation policy is utilized and followed through on.

It is the responsibility for the Senior Center directors to advise their staff on what to do in the event of an injury. It is the policy of San Juan AAA that any accident involving Aging staff and county equipment is reported to their immediate supervisor.

Upon which the Human Resource Department will be notified and policy will be followed through on requirements for accidents at work.

It is the responsibility of all Center Directors to report incidents immediately to the Aging Director.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Activities/Trips Effective Date: May, 2020 Revised Date: January, 2024

Policy

It is the policy of San Juan County Area Agency on Aging that participants must sign up for all scheduled programs, trips, and events.

Activities or events will need to go to the Activity Committee to be considered for approval.

- 1. The activity or event needs to be for the age group 60+
- 2. There cannot be a fee charged for the activity or event
- 3. Attendance to the activity or event needs to be open to all seniors 60+ within San Juan County.
- 4. Movies
 - a. The movie name cannot be advertised.
 - b. There cannot be a fee collected for viewing the movie.

San Juan County Area Agency on Aging reserves the right to not guarantee scheduling activities or events due to availability of space, staff availability or the event activity is not sanctioned by the County.

- If one cannot attend a particular program or event after having signed up, a phone call to the center to indicate cancellation is required.
- Programs/events/trips may have a deadline to sign-up. Due to space constraints, participants are advised to pay close attention to sign-up start dates, deadlines, and details for each individual program/event/trip.
- Participants must follow the Van Rules on trips and the Senior Center Code of Conduct while in our Centers

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Activity Committee Effective Date: January, 2024 Revised Date: Policy

It is the policy of San Juan County Area Agency on Aging that a sub-committee of the Aging Advisory board shall be established to take suggestions and schedule activities at the senior centers. This committee shall consist of a representative from each of the centers from the Aging Advisory Board and a designee from the Aging Administration office.

- At each center there will be a box for collection of suggestions for activities from current center participants that are active and attending the senior centers. These suggestions will need to take into consideration that all activities are not funded and will need to have a volunteer willing to provide the activity. The Activity Committee will quarterly receive from the centers these suggestions.
- 2. The Activity Committee will work with the center directors for time and scheduling of the activities at their perspective centers.
- 3. The Activity Committee will provide a quarterly calendar for each center with activities that pertain to that center.
- 4. Understanding of everyone involved that activities will need to be done on a volunteer basis as there is no funding for activities. It can be suggested that if supplies or prizes for the activity are needed it is on a bring your own supplies/prize.
- 5. An activity request form (attached) should be filled out with the request so that the volunteer for the activity can be contacted to see if they are still interested in providing the activity.
- 6. All activities will need to follow these guidelines
 - a. Activities and calendars will be approved quarterly
 - b. The Activity Committee will approve the activities.

- c. All presenters of the activities will need to fill out a volunteer form and have it approved by the county before sessions can begin.
- d. Activities can be scheduled with the following considerations but please note this is not a guarantee of hours. There may be times we are short staffed or there may be a family emergency that constitutes classes/activities being cancelled. (Guidelines will be provided by each center due to staffing being different at each center.)
- e. Presenters cannot try to rearrange scheduling of activities.

 Changes will need to be approved through the Activity Committee

 Aging Administration Designee.
- f. If a seasonal party is requested that will need to be coordinated with the Activity Committee Aging Administration Designee working in conjunction with the Center Directors plans for a seasonal parties. (we will not host 2 parties for the same holiday)
- g. All calendars and menus provided by San Juan County will have our branding. We will not post, supply, or hang up outside entities calendars or activity fliers.
- h. Cooking classes or demonstrations in the dining room are not allowed. Nor are they allowed in the kitchen.
- i. Charges for an activity for persons over 60 is not allowed. Only 60+ can attend the activity. (The only exception to this rule would be any clients that are currently enrolled in the CSBG program that are under the age of 60)
- j. If it is a physical activity and not sponsored by the county. The person providing the activity will need to obtain and maintain at all times during the session(s) general liability insurance from an insurance company licensed to do business in Utah in case of accidents during the course of the activity
- k. All participants in activities that involve physical exertion must complete a participant release form prior to participating in the event.
- I. Use of space does not constitute that the entity is employed by the county or has precedence over county functions.
- m. Set up and clean up should be done by the party providing the activity.

- n. If set up and clean up does not happen we reserve the right to cancel the activity or provider of the activity for the next session. Repeat offenses will cancel the activity permanently.
- o. Providers of the activity and participants are expected to follow the Senior center code of conduct.
- p. The County shall assume no responsibility for losses suffered, by the presenter, its agents, employees or participants.

Activity Form

Center	
Activity	
Description of Activity	
Does this require insurance	Yes No
Person Providing Activity	
Contact Information	Phone: Email:
Volunteer form attached	Yes No
Does this require waivers	Yes
for participants	No
Date Received	
Approved	Yes
	No
Notes	



San Juan County Volunteer Application

Date of Application: _			
Name:	Initial	Last	
Address:			
	City	State	Zip
Work #:	Email:		
Department:	····		
Volunteer Experience and	l any Special Skills or Training		
Have you, since the age of	f 18, been convicted of a crime, ex	xcluding minor traffic	c offenses?
periods. Attach additiona	and penalties for each occurrence al sheets if necessary. NOTE: Eacl stances and relationship to the po	, including dates of a h conviction will be j	udged in relation to
that I will be volunteering cannot assume any respo may arise from any volun	n County I agree to abide by their g at my own risk and that the organsibility for any liability for any a teer work I perform for the organ	anization, its employ accident, injury or he nization. I agree that	ees and affiliates, alth problem which all the work I do is
	I am not eligible to receive any mono misrepresentations or falsifica		
		Date	

Waiver for Physical Activities Adult

Owner warrants having all participants in events or activities that involve physical exertion to complete an executed Participant's Release Form attached in this Exhibit.

San Juan County Release and Waiver of Liability Agreement
EVENT(S):DATE(S):
LOCATION:
In consideration of being permitted to participate in any way in the above named event(s) the undersigned:
 Hereby acknowledges that the activities of the above named event(s)involve the risk of serious injury and or death and or property damage and herby assumes full responsibility for any risk of such injury, death or damage whether caused by negligence of Owner or otherwise. Hereby agrees to release from liability, indemnify save and hold harmless San Juan (Herein "Owner"), and each of its designees, agents and employees, for any loss, liability, damage, or cost they may incur arising out of or related to the undersigned's participation in the event(s) whether caused by the negligence of the Owner or otherwise. Hereby agrees that the release and waiver of liability, hold harmless, and indemnity agreement extends to all acts of negligence by the release, including negligent rescue operations or procedures of the Owner or any person aforementioned.
I have read the forgoing agreement, fully understanding its terms. Understanding that I have given up substantial rights by signing it, and have signed freely and voluntarily without inducement assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of alliability to those mentioned above.
I fully understand that there is no rider medical insurance provided.
Signature of Participant Date

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Attendance Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that our senior centers follow the San Juan County policy in regards to attendance at work. This policy does not apply to absences covered by the Family and Medical Leave Act (FMLA) or leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA). These exceptions are described in separate policies.

- Attendance: Punctual and regular attendance is an essential responsibility of each employee of San Juan County. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.
- Absence: the failure of an employee to report for work when he or she is scheduled to work. The two types of absences are defined below: Due to full-time hour requirements for benefit eligibility, Employees must take earned leave time for every absence.
 - A. **Excused absence** occurs when all the following conditions are met:
 - i. The employee provides to his or her supervisor sufficient notice at least 48 hours in advance of the absence.
 - ii. The absence request is approved in advance by the employee's supervisor.
 - ii. The employee has sufficient accrued leave time to cover the absence.

- iii. Employees are allowed three (3) excused absences, without notice in a year, provided they have sufficient accrued leave time to cover the absence. Employees must state it is one of their three (3) excused absences.
- B. **Unexcused absence** occurs when any of the above conditions are not met.
 - i. If it is necessary for an employee to be absent from work because of an illness or an emergency, the employee must notify his or her supervisor no later than the employee's scheduled starting time on that same day. If the employee is unable to call, he or she must have someone make the call.
 - ii. Any response to this notification does not excuse the absence only serves as acknowledgement of the notification

C. Extended Absences -

- Employees with three or more consecutive days of absences because of illness or injury may be required provide San Juan County with proof of physician's care.
- D. **Leave without pay**: Any time off that is approved when an employee requested the time off without sufficient appropriate leave time to cover the request
 - i. Will only be authorized for reasons required by law, medical reasons or extenuating circumstances when acceptance of donated leave is not an option.
 - ii. All Leave Without Pay must be pre-approved by the County Administrator.
 - iii. Any full-time regular employee who falls below full-time hours will no longer be eligible for benefits
 - iv. Leave without pay will not be authorized so that employee can pursue other employment.
- E. **Tardiness**: Employees are expected to report to work and return from scheduled breaks on time.
 - If employees cannot report to work as scheduled, they must notify their supervisor no later than their regular starting time.

- ii. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary.
- iii. Any response to this notification does not excuse the tardiness only serves as acknowledgement of the notification

F. Excessive absenteeism:

i. a. (3) or more unexcused absences or tardies in a one (1) year period may result in disciplinary action.

G. Rest Periods:

i. Two (2) daily, compensable fifteen (15) minute rest periods are granted by the County. One (1) rest period may be used in the middle of the first half of the work day and one (1) may be used in the middle of the second half of the work day. Unused rest periods may not be used to lengthen a lunch hour or shorten the work day.

Job Abandonment

- 1. Any employee who fails to report for work or notify their supervisor prior to their scheduled start time for a period of three days or more will be considered to have abandoned the job and voluntarily terminated the employment relationship
- 2. Notification must be made prior to scheduled start time

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Backing Policy Effective Date: May, 2020 Revised Date: January, 2024

Policy

It is the policy of San Juan County Area Agency on Aging that our senior centers follow this policy in regards to the backing of vehicles. There is always the risk of accidents involving county vehicles and backing.

In order to avoid these types of accidents all senior center staff members are required to do the following.

Prior to leaving the area where a vehicle has been parked. The driver shall walk around the vehicle completely and look for other vehicles, persons, and other objects that need to be observed. This applies to all situations including a short time where the vehicle has been parked with the engine running.

Backing Policy

This policy deals primarily with the backing of large trucks that are within the Road Department, Fire Department, Area Agency on Aging and Landfill Operations, but also applies to larger pickups and vans when the configuration of the vehicle hinders the driver's ability to see behind the vehicle.

- Whenever possible, the driver should park his/her vehicle so that he/she will not be required to back the vehicle when leaving. This point should be emphasized in safety meetings within the department.
- If two or more employees are available when backing a vehicle, the department should specify what hand signals are to be used to

- indicate to the driver when to proceed and when to stop. To avoid confusion, the signals should be uniform.
- Instruction should be given by the department on what the hand signals are and how to use them.
- The employee guiding the driver should be positioned so that the
 driver is always able to see him/her in his rearview mirror at all times.
 If the driver is unable to see the employee guiding the driver in the
 rearview mirror, the driver shall only proceed when the employee
 guiding the driver is again visible in the rearview mirror.
- Employees shall never back a vehicle when small children are present unless another employee is guiding the driver. Small children move quickly and are difficult to see in the rearview mirror.
- A walk around the vehicle is not enough to prevent an accident when children are present. If necessary, the driver should call for assistance. This is particularly applicable when there is a large number of pedestrians of all ages, such as at the fairgrounds during an event. In such case, the driver should always call for assistance.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Cleaning Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that all Senior Centers, offices, restrooms, and work areas are kept clean (and sanitized in regards to the kitchens and restrooms according to current health department standards.)

All centers should have a cleaning schedule that has been implemented and that the schedule is posted so that all employees follow the cleaning schedule as planned. And as part of that cleaning schedule the bathrooms at each center are not to be cleaned until after meal preparation and meals have been served for the day.

It is the responsibility of the Senior Center Directors to check to make certain that this policy is being followed.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Client Rights and Responsibilities Effective Date: May 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that participants of San Juan County Area Agency on Aging Services follow the Client Rights and Responsibilities. San Juan County Area Agency on Aging offers a variety of services and program designed to meet the needs of our diverse older population and those who care for them, with emphasis on service eligible individuals with the greatest social and/or economic needs. The purpose of the Client Rights and Responsibilities is to define client's rights and responsibilities to ensure a safe, healthy, and pleasant experience with San Juan County Area Agency on Aging staff, and providers.

As part of the registration process, all participants will be made aware of the Client Rights and Responsibilities. Copies of this policy will be made available to individuals upon request.

the Client Rights and Responsibilities has been reviewed and approved by the San Juan County Commission and the County Attorney. Any future changes to this policy will also follow this approval process.

Rights of Participants

All participants in San Juan County Aging Services have the right to:

 Be treated with consideration, respect, and dignity in a manner that is inclusive, equitable, accessible and respectful of diversity.

- Be informed about the eligibility, guidelines, and expectations for receiving specific services.
- Have their personal information protected in accordance with program requirements and applicable state and federal laws.
- Receive services for which they are eligible, with a focus on person-centered care. Depending on San Juan County Area Agency on Aging's capacity and funding, eligible clients may be placed on a waiting list for requested services.
- Have a grievance/complaint heard by San Juan County Area
 Agency on Aging or file a request for a formal hearing regarding denial of services.

Client responsibilities

- Use voice, language, and behavior that is courteous, considerate, and not disruptive.
- Use San Juan County property, facilities, and equipment with care and for its proper use.
- Comply with the eligibility, guidelines, and expectations for receiving specific services.
- Notify San Juan County Area Agency on Aging of any change in residence while receiving services.
- Notify San Juan County Area Agency on Aging of any change in personal situation that may impact the need or eligibility for services.

I have read, understand and agree to follow the Client Rights and Responsibilities

Signature	Date:

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Computer Use Effective Date: May, 2020 Revised Date: January, 2024 Policy

COMPUTER USE

It is the policy of San Juan County Area Agency on Aging that the San Juan County Senior Centers are currently working to obtain a laptop computer for each center to be available for use by registered participants.

The laptop will be the property of the San Juan County Senior Centers and available for internet use, use of social media, checking e-mail, word processing, etc.

- 1. No food or drink is permitted while using the laptop or in the vicinity of the laptop.
- 2. Laptop is not to be moved from its location in the Senior Center without permission from staff.
- 3. Printing is not available.
- 4. Depending on demand, time allotted to each user may be limited. Violation of any Federal or State law, including copyright laws, is prohibited.
- 5. Vandalism or hacking of any hardware, software, computer or communications system is prohibited.
- Private information should not be saved to the computer hard drives, including photos, written work and/or other communications. Flash drives or disks provided by the user are suggested for storing information.
- 7. No software shall be installed on the computer by anyone other than San Juan County personnel.

8. Viewing offensive or pornographic material, photos or websites is prohibited.

Violation of the computer use policy may result in loss of privileges. At the discretion of the Area Agency on Aging Director, a first offense may result in a 30-day suspension from computer use or permanent exclusion from use. Depending on the severity of the situation, violations may lead to legal action.

SAN JUAN COUNTY AREA AGENCY ON AGING

Policy and Procedures Policy Title: Congregate Meals Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that the Congregate Meal program is intended to provide meals to clients 60 years and older at the San Juan County Senior Centers. It provides nutritious meals for the purpose of assisting individuals in maintaining and/or improving their health status as well as delaying and/or preventing institutionalization, and providing socialization.

Two days of the week there are congregate meals at the four centers where Seniors can come and socialize together while they have lunch.

Blanding: Lunch is served on Monday and Thursday. For the lunch program reservations are required. Please call by 9:00 am the day of meals to reserve a lunch. 435-459-3179. Lunch time is 12:00-1:00

Bluff: Lunch is served on Tuesday and Thursday. For the lunch program reservations are required. Please call by 9:00 am the day of meals to reserve a lunch. 435-672-2390. Lunch time is 12:00-1:00

La Sal: Lunch is served on Wednesday and Friday. For the lunch program reservations are required. Please call by 9:00 am the day of meals to reserve a lunch. 435-686-9990. Lunch time is 12:00-1:00

Monticello: Lunch is served on Tuesday and Thursday. For the lunch program reservations are required. Please call by 9:00 am the day of meals to reserve a lunch. 435-459-2656. Lunch time is 12:00-1:00

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures County Vehicles Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging in regards to usage of county vehicles that it is the responsibility of each San Juan County employee to get to his or her designated workplace. Once an employee has reported to their assigned workplace, a county vehicle will be provided should it be necessary to travel on County business. County vehicles will not be used for private use or convenience, except when the employee is assigned a vehicle in which he/she may use to commute from their residence.

- If an employee is provided with a designated vehicle to utilize for work. It is their responsibility to do a weekly routine check for oil, tire pressure and check engine lights. They will then need to schedule with the Road Department if an issue is found during the routine check.
- It is also the responsibility of the employee to schedule routine maintenance with the Road Department for their assigned vehicle.
 - 1. Each employee must possess a valid Utah State driver's license before operating a county vehicle.
 - 2. The class of license required will be identified in the employee's job description. Additionally, the employee's driving record must be such that the County's liability carrier will provide coverage. The employee shall notify his/her supervisor within three (3) working days of the loss or suspension of their driver's license.

- 3. Failure of an employee to obtain and keep current a Utah Driver's license may be cause for termination, especially in positions that require the employee to operate a motor vehicle.
- 4. Employees are responsible for any driving infractions or fines that result while they are driving County or personally owned vehicles.
- 5. Only San Juan County employees/elected officials, employee/ elected official spouses, and authorized volunteers may drive County vehicles. The County carries liability and property damage insurance on all vehicles and such insurance covers all employees driving vehicles on official County business.
 - a. However, accidents which are found to have been avoidable or to be the fault of the employee may subject the employee to disciplinary action.

SAN JUAN COUNTY AREA AGENCY ON AGING	
Policy and Procedures	
Policy Title:	Donations
Effective Date:	
Revised Date:	January, 2024
Policy	
Pending County Donation Policy	

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Drug Free Workplace Effective Date: November 16, 2021 Revised Date: Policy

It is the policy of San Juan County Area Agency on Aging the follow the San Juan County Drug Free Workplace Policy

A. General Policy and Definitions:

It is the policy of San Juan County that the following is expressly prohibited: The unlawful manufacture, distribution possession or use of a controlled substance of illegal drug; the distribution, dispensation, possession, or use of alcohol in the workplace; and/or impaired while on duty, on San Juan County property, or while representing San Juan County

In order to achieve a drug free work place, employees and applicants shall be required to participate in all of the following alcohol and drug testing:

- A. When an applicant has been extended a conditional offer of employment but before beginning work.
- B. When there is a reasonable suspicion to believe that the employee has used illegal drugs, has illegally used drugs, or has the presence of illegal drugs in his or her system.
- C. When there is reasonable suspicion to believe that an employee is impaired while under the influence of any legal drug, illegal drug or alcohol.
- D. When the employee has been involved in an "on duty accident" or unsafe work practice.
- E. On a random basis if the employee is in a safety-sensitive position.

- F. As a condition to return to duty after testing positive for controlled substances of alcohol.
- G. As part of follow-up procedures to employment related drug or alcohol violations
- H. As part of preannounced periodic testing.
- 2. Scope: This policy covers all employee of and applicants for employment at San Juan County.

3. Definitions:

- A. The terms "alcohol" and "drugs" are defined according to Utah Code Ann. § 34-41-101(1), as amended. The term" illegal drug" means any schedule I drug as defined under Utah Code Ann. § 58-37-4, as amended; a schedule II, III, IV, or V drug, or prescription medication used or consumed by the employee without a lawful prescription. The term "illegal drug" does not include any medication which has been lawfully prescribed for an employee by his or her physician and taken as directed
- B. On Duty Accident. Any accident involving injury to person or property including the loss of life, or an accident in a vehicle resulting in the issuance of a moving traffic citation.
- C. Drug and Alcohol Test. A drug or alcohol test is defined to mean a blood, urine, saliva, hair, breath, and/or any other scientifically recognized test to determine the presence of alcohol or a drug or the metabolite of a drug using any scientifically reliable analytical method.
- D. Impaired. Being under the influence of any legal drug, illegal drug, or alcohol to such a degree that a person's ability to react appropriately to ordinary situations has been demonstrably affected or there is a likelihood of causing self-harm, harm to another, or damage to property.
- E. Legal drug. Any legally prescribed drug, over the county drug, or other drug that an employee is not restricted by law from using. The term "Legal drug" as used in this policy does not include alcohol as it is treated separately.
- F. Positive test. The result on any drug and alcohol test showing the presence of alcohol or any illegal drug in an

- employee's system at or above cutoff levels defined below. A positive test shall also include detection of a legal drug or alcohol below the alcohol cutoff level identified below in an employee's system when it is coupled with employee behavior that either demonstrates that the employee's ability to react appropriately in ordinary situations is impaired or evidences a likelihood of causing self-harm, harm to another, or damage to property.
- G. Illegal drug cutoff levels shall be the drug test cutoff levels generally accepted by the drug testing community or levels established by any means scientifically reliable analytical method.
 ii. Alcohol cutoff level shall be a Blood Alcohol Content ("BAC") level of 0.02 grams/ml or more.
- H. Refusal to submit to testing. (a) failure or refusal to provide an adequate sample without a valid and verified medical explanation, after the employee has received notice that they are being tested or (b) engaging in conduct that clearly obstructs the testing process, including but not limited to, delaying the test to avoid the efficacy of the testing methodology used.
- Reasonable Suspicion. An articulated belief based on recorded specific facts and reasonable inferences drawn from those facts that an employee is in violation of San Juan County's drug and alcohol policy.
- J. Safety Sensitive Duties. Any duties which directly affect the safety of governmental employees, the general public, or duties involving access to controlled substances as defined in Title 58, Chapter 37, Utah Controlled Substances Act, during the course of performing job duties.
- K. Sample. A sample means urine, blood, breath saliva hair, or any other substance from which a drug and alcohol test can reliably identify the presence of alcohol and/or drugs in a person's body.

Testing Policy

Testing Notice

a. Before performing any alcohol or drug test authorized by this Policy San Juan County, through its designated representative shall notify the employee being tested, verbally or in writing, whether the test being administered is required by Omnibus Transportation

- Employees Testing Act of 1991, or whether it is required by this policy.
- b. San Juan County employees who, under applicable San Juan County job descriptions, are required to hold CDLs are required under rules established by the Federal Highway Administration to be subjected to pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up drug and alcohol testing
 - When conducting any of the above-noted tests on CDL employees, San Juan County shall provide the employee with the following notice:
 - The drug and/or alcohol test you are being require to take is required under the rules established by the Federal Highway Administration pursuant to the Omnibus Transportation Employees Testing Act of 1991
 - iii. If you refuse to submit to required testing you may be subject to disciplinary action, up to and including termination.
- c. San Juan County employees are also subject to pre-employment, reasonable suspicion (if employment involves safety-sensitive duties), preannounced period testing, post-accident, return to duty, and follow-up drug and alcohol testing under this policy.
 - i. When conducting any of the above-noted tests pursuant to San Juan County Policies for any other reason other than those required by federal regulations and statutes identified in section B.1.b above, San Juan County shall provide the employee with the following notice:
 - ii. The drug and/or alcohol test you are being required to take is required by the Personnel Policies and Procedures of San Juan County.
 - iii. If you refuse to submit to the required testing, you may be subject to disciplinary action, up to and including termination.
- d. Pre-Employment Testing. San Juan County requires a final applicant selected for a position with San Juan County to undergo an alcohol and drug test to detect the presence of alcohol and illegal drugs in the body. Refusal to take such a test shall be

- grounds for denial of employment. An applicant who test positive for illegal substances or alcohol may be denied employment with San Juan County.
- e. Drug and alcohol testing shall be conducted after the selected applicant has been extended a conditional offer of employment but before beginning work.
- f. All of San Juan County's job announcement and conditional offers of employment may contain the following notice:
 - All applicants selected for employment with San Juan County may be required to take a drug and alcohol test with negative results as a precondition of employment.
 - ii. A positive test result or failure to submit to the required testing shall result in the withdrawal of any condition offer of employment with San Juan County.
- g. If the final applicant tests positive for drugs or alcohol as set forth above, or refuses to submit to testing as defined by this policy, the conditional offer of employment shall be withdrawn in writing and the applicant shall not be employed by San Juan County.

Prohibited Employee Conduct

- a. Employees shall not use or be in possession of alcohol, illegal drugs, or legal drugs obtained illegally, while on duty, on San Juan County premises or while in the San Juan County vehicles. San Juan County premises includes, building, parking lots, grounds, and vehicles owned by San Juan County or personal vehicles being used for San Juan County business.
- b. Employees shall not use, be under the influence of, be in possession of, or be in such a condition as to test positive for alcohol or illegal drugs while on duty, on San Juan County premises or while in San Juan County vehicles. San Juan County premises includes building, parking lots, grounds and vehicles owned by San Juan County or personal vehicles being used for San Juan County business.
- c. Employees shall not be impaired while on duty, on San Juan County premises, including buildings, parking lots, ground and vehicles owned by San Juan County, or while representing San Juan County.
- d. Employees violating the terms of this Policy shall be subject to questioning and disciplinary action.

e. Any employee violating this Policy may be subject to immediate termination.

Reasonable Suspicion Testing

- a. When a designated Department Head or other responsible individual make a determination that there is reasonable suspicion to believe that an employee is using or has used and has alcohol or illegal drugs in his or her system; is under the influence of, or is in possession of alcohol or illegal drugs; or is impaired the employee shall be subject to drug or alcohol testing.
- b. The Department Head or other responsible individual making the determination that reasonable suspicion exists shall submit written documentation setting forth the specific contemporaneous articulable observation that resulted in the reasonable suspicion determination. Reasonable suspicion of use of illegal or alcohol may also be based on observation of indication of the chronic and withdrawal effects of those substances.
 - i. The required observations underlying reasonable suspicion testing must be made by a Department Head or San Juan County official who has received at least two (2) hours training on physical, behavioral, speech, and performance indicators of alcohol and/or drug use.
 - ii. Observations underlying the reasonable suspicion testing must be documented in writing and signed by the Department Head or San Juan County designated official within twenty-four (24) ours or before the results of the test are announced, whatever is later.
- c. Reasonable suspicion testing may not be conducted by the same Department Head or responsible individual who make the reasonable suspicion determination.
- d. Upon required testing due to reasonable suspicion, the employee shall not engage in the operation of any San Juan County equipment or engage in any employment related duties until the results of the test are received and the employee is released back to work.

Random Testing

- a. Employees assigned to, or performing, safety sensitive duties are subject to random drug/alcohol tests
- b. Random tests shall be both of the following
 - i. Unannounced
 - ii. Reasonably spread throughout the year.
- c. Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.
- d. Random Testing for CDL Drivers.
- e. Employees having CDL licenses may be subjected to random alcohol testing only while performing safety sensitive function, just before the driver is to perform safety sensitive functions or just after the driver has ceased performing safety sensitive function when those tests are conducted not pursuant to the requirements of the separate provision of this Policy found in section B.5.e but only pursuant to federal regulations.
 - Drug test may be performed at any time the drive is on duty.
 - ii. Employees having CDL licenses are also subject to random testing pursuant to section B.5.e. Tests conducted pursuant to that subsection are not subject to the requirements of this subsection.
- f. Random testing for safety sensitive employees not having CDL licenses. (a) Employees performing safety sensitive duties but not having CDL licenses and (b) employee with CDL licenses when performing safety sensitive duties unrelated to their CDL licensure may be subjected to random alcohol and drug tests any time the employee is on duty.

Pool Testing – Consortiums

San Juan County may join a consortium with testing pool large enough so that San Juan County's CDL drivers are always subject to random testing and the required annual testing rate shall be met by test conduct of all drivers in the pool.

If and when San Juan County chooses to join a drug/alcohol testing consortium, San Juan County shall designate a liaison to coordinate with the

testing consortium and obtain and maintain all of the following records and information:

- a. How the random pool was assembled
- b. The method of selection and notification of the drivers
- c. The location of collection sites.
- d. Methods of reporting the test results on each employee
- e. Summary reports on the consortiums program showing that the consortium tested at the prescribed minimum annual rates for alcohol and/or controlled substances.

Post Accident Testing

- a. Any employee involved in an on-duty accident that by observation of the employee and the circumstances of the accident reasonably could indicate violation of the County drug and alcohol policy shall be tested as soon as practical for alcohol and drugs.
 - An employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing
 - II. The results of test conducted by federal, state or local law enforcement officers having independent authority to conduct tests to detect alcohol or drugs may be used by the employer to meet post-accident testing requirements.
- b. Upon requested testing due to an accident, the employee tested shall not engage in the operation of any San Juan County equipment or engage in any employment related duties until the results of the test are received and the employee is released back to work.

Preannounce Period Testing San Juan County may test all of its employees on a regular, periodic basis so long as the testing is conducted pursuant to a schedule that identifies periodic intervals for the testing and that the employees who are to be tested on any scheduled test date are notified, at least two weeks in advance of the dated of the test. Additionally, the testing schedule should be available for employee's inspection after the schedule is set.

Consequences of Positive Drug/Alcohol Test

- a. Except for in situation described in subsection 1 below, all drug test conducted pursuant to this Title 8 shall require a split urine sample of at least 45 ml of urine. The urine shall be divided into two specimen bottles with at least 30 ml of urine in one bottle and at least 15 ml of urine in the other.
 - i. If an employee attempts to evade an alcohol or drug test and delays the test past the time that a drug test on a sample of urine will be effective to identify drug or alcohol use, San Juan County may test a sample in any other approved method identified in this policy that will effectively test for the presence of alcohol or drugs.
- b. The test shall be conducted during or immediately after the regular work period of the employee and shall be considered paid work time for the employee.
 - i. San Juan County shall pay all the expenses of the sample collection, testing, and transportation for testing conduct off the worksite.
 - ii. A test shall be conducted by an entity that is independent of San Juan County and certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology. Additionally, all instructions, chain of custody forms, and collection kits used for sample collection shall be prepared by that entity.
- c. The entity taking the samples shall ensure that (a) the collection of samples is performed under reasonable and sanitary conditions, (b) the collection method ensures the privacy of the person being tested, and (c) the manner is reasonable calculated to prevent substitutions or interference with the collection or testing of reliable samples.
 - i. The entity shall also ensure that (a) the samples are labeled and sealed so as to reasonably preclude the probability of erroneous identification of test results, (b) those being tested have a chance to provide identification of currently used or recently used prescription or nonprescription drugs or other relevant medical information, (c) sample collection, storage, and transportation to the place of

- testing are performed in a manner that reasonably precluded the probability or sample misidentification, contamination, or adulteration and (d) sample testing conforms to scientifically accepted analytical methods or procedures.
- ii. The entity shall verify or confirm any positive initial screening by gas chromatography, gas chromatographymass spectroscopy, or other comparably reliable analytical methods.
- d. San Juan County shall ensure that the employee or prospective employee be notified as soon as possible the results of the test and the employees' option to have the 15 ml urine sample tested at equally shared expense of the employee and San Juan County. The notice shall be given (a) by telephone at the employees last known telephone number, or (b) in writing at his or her last known address of the results of the initial test.

Positive Test Results

Alcohol

- a. If an employee's drug or alcohol test is positive for alcohol the employee shall be subject to discipline pursuant to the policies established in the Personnel Policies and Procedures Manual.
 Additionally, the employee shall be removed form, and cannot return to a safety sensitive function until at a minimum all of following are met:
 - i. The employee undergoes evaluation by a substance abuse professional and, where necessary, rehabilitation.
 - ii. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
 - iii. The employee undergoes a return to duty test with no positive alcohol or illegal drug test results.
- b. In the event a test establishes a BAC level under 0.02 gram/ml but establishes a BAC level at or between 0.01 to 0.019 gm/ml San Juan County shall retest an employee after fifteen minutes.

- i. If after retest, the BAC is 0.02 to 0.039 grams/ml the employee shall not be permitted perform any safetysensitive functions and shall suffer no disciplinary sanctions except as indicated in subsection e below.
- ii. If after retest the BAC level is at or below 0.01 to 0.019 gram/ml, the employee shall (a) suffer disciplinary sanction except as indicated in subsection e below and (b) have no restriction unless signs and indicators of impairment are evident and articulated by a trained and certified drug and alcohol evaluation technician, if after the evaluation, it appears that the employee is impaired, he or she shall not be permitted to perform any safety related function.
- iii. The employee may be subject to discipline pursuant to the policies established in the Personnel Policies and Procedures Manual if the employee consumed alcohol with the intention of becoming impaired, took the alcohol knowing that was a possibly o impairment and despite that knowledge, conducting safety-sensitive functions, or the employee has had a previous history of violation of the drug policy.

Illegal Drugs. If an employee's drug or alcohol test is positive for illegal drugs, the employee shall be subject to discipline pursuant to the policies established in the Personnel Policies and Procedures Manual. Additionally, the employee shall be removed from, and cannot be returned to, a safety sensitive position until, at a minimum, all of the following are met:

- a. The employee undergoes an evaluation by a substance abuse professional, and where necessary, rehabilitation.
 - i. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation
 - ii. The employee undergoes a return to duty with a verified negative test result of illegal drugs or alcohol

Legal Drugs

- a. If an employee's drug or alcohol test is positive for a legal drug other than alcohol, the employee may be subject to discipline pursuant to the policies established in the Personnel Policies and Procedures Manual if the employee took the legal drug with the intention of becoming impaired, took the legal drug knowing that there was a possibility of impairment and, despite that knowledge, conducting safety-sensitive function, or the employee has had a previous history of violation of the drug policy. Additionally, the employee shall be removed from, and cannot return to a safety sensitive function until, at a minimum, all of the following are met:
 - i. The employee undergoes evaluation by a substance abuse professional and, if necessary, rehabilitation
 - ii. The substance abuse professional determines that the employee is no longer impaired, or, if rehabilitation was deemed necessary, that rehabilitation was successfully completed.

Follow-Up Testing. With the exception of an isolated instance of an unintentional violation through the use of a legal drug that caused impairment, employees who have violated this Policy and continue to work for San Juan County shall be subject to follow up drug/alcohol testing for a period not less than one (1) year and not to exceed sixty (60) months.

- a. Employees subjected to follow up testing will be tested a minimum of six (6) time in the first (1st) twelve (12) months following their return to duty
- b. Follow-up testing beyond one (1) year shall be based on a needs assessment provided by a substance abuse professional.

10. Miscellaneous

- a. San Juan County maintains the right to conduct announced inspections of San Juan County owned property, work station, equipment, desks, cabinets, vehicles, etc. this property is the property of San Juan County and individual employees should expect no privacy with respect to the use of this property.
- b. San Juan County maintains the right to utilize detecting methods necessary for the enforcement of this policy including blood, urine or

- other test, and the use of electronic detection equipment and trained animals.
- c. Failure to cooperate with these detection methods or inspections is grounds for disciplinary action up to an including termination of employment.
- d. Employees may direct any questions regarding this policy to the personnel officer.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Eligibility Effective Date: May, 2020 Revised Date: January, 2024

Policy

It is the policy of San Juan County Area Agency on Aging that the following participation requirements are implemented at our Senior Centers.

Participation Requirements

Individuals must be age 60 or older to participate in Senior Center meals or activities.

If an individual meets the age requirement for participation but has a spouse/partner who does not, the spouse/partner will be permitted to participate but must abide by all participation requirements.

Please note that age requirements for utilization of Community Service Block Grant participation in Senior Center meals may differ.

- 1. Participants are required to check-in at the registration desk (sign in sheet) upon entering the Senior Center.
- 2. Individuals must be independent and oriented. At the discretion of the Center Director or the Area Agency on Aging Director, those who are not independent and oriented may be required to have an aide accompany them while they are on Senior Center grounds or utilizing our services. An aide could be a home-health aide, companion, caregiver or family member.
- 3. Staff members are not permitted to provide hands-on assistance.
- 4. If a person requiring an aide is attending a meals or activities a fee shall apply to the aide.

- 5. Individuals who require an aide must be accompanied by them at all times while on the Senior Center grounds. In the event the aide does not provide adequate assistance or leaves the individual unattended, staff members will immediately contact the emergency contact person on file and the emergency contact will be required to come to the Senior Center to assist the individual.
- 6. On-going failure to provide necessary assistance to the individual may result in their inability to participate in the future.
- 7. Individuals with assistance needs that cannot be managed by their aide may be unable to participate. These may include, but are not limited to:
 - a. Wandering Unmanageable incontinence, ongoing
 - b. Prescription drug monitoring Contagious disease
 - c. Drug/Alcohol abuse Abusive/harmful behavior
 - d. Regularly occurring seizures Cognitive impairment
 - e. Inability to ambulate independently Poor personal hygiene
 - f. Behavioral health issues Inability to feed oneself
 - g. Inability to toilet independently

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Fiscal Policy for Older Americans Act Funding Effective Date: May 2020

Policy

It is the policy of San Juan County Area Agency on Aging to follow County, State and Federal Guidelines in utilizing the Older Americans Act Funding.

A. Older Americans Act Funds

Revised Date:

i. Area Agency funds and state general funds will be awarded to San Juan County Area Agency on Aging by DAAS annually. The funds are awarded through the DAAS Departments' contract process and all contracts with the state are written to coincide with the state fiscal year.

January, 2024

- ii. The remainder of funds is allocated to the San Juan County Area Agency on Aging based on the funding formula administered by DAAS.
- iii. The San Juan Area Agency on Aging may expend up to 10% of their allotted Title III-B and III-C funds for administration of area plans.
- iv. San Juan Area Agency on Aging may utilize its allotted Title III funds, not expended on Aging Administration to cover up to 90% of the cost of supportive and nutritional services provided within the Public Service Area under the approved area plan.

B. Transfer of Funds

 San Juan Area Agency on Aging at this time does not elect to make transfers between Title III-B and III-C funds.

- C. Restrictions on use of Older Americans Act Funds
 - i. Except funds allowed for area plan administration, Title III-B funds will only be expended for the provision of supportive services; Title III-C-1 funds will only be expended for the provision of congregate meals and other nutrition services; Title III-C-2 funds will only be expended for the provision of home-delivered meals and other nutrition services. Title III-D funds will only be expended on in home services to frail older individuals.
 - ii. San Juan County Area Agency on Aging will ensure that Older American Act funds will not be used to replace non-federal funds and that effort to obtain support from private sources and other public organizations will continue.
 - iii. Project income generated by Title III-C may only be used to expand the number of meals provided or to facilitate access to such meals (transportation and outreach) or to provide other supportive services directly related to nutrition services (nutrition education, shopping assistance, food stamp procurement)
 - iv. USDA Cash-in-lieu of commodities payments of revenue earned will only be used to offset the cost of raw food.

D. Project Income

- The following will be considered, accounted for, and expended as project San Juan County Area Agency on Aging income and ownership by the County.
 - Donations-monies contributed by eligible program or service participants, or other individuals on their behalf, toward defraying the cost of the service received.
 - 2. Guest Fees-monies paid as required charges to persons receiving services who are not eligible participants in the program to cover the full cost of delivering that service.
 - Donation of foods, supplies or materials-any item(s) donated to Senior Centers or program will become the property of San Juan County.

- ii. San Juan County Area Agency on Aging will give each older person an opportunity to voluntarily confidentially contribute to the cost of any service received.
 - San Juan County Area Agency on Aging has developed a suggested contribution amount taking into consideration the income ranges of older persons in our community.
 - 2. San Juan County Area Agency on Aging may not deny any older persons a service because the older person does not or cannot contribute to the cost of the service.
 - 3. San Juan Area Agency on Aging does not send out written notices requesting donations. San Juan County Area Agency on Aging does not maintain donation records of those older persons that have donated.
- iii. San Juan County Area Agency on Aging will establish procedures to safeguard and account for all contributions. Such procedures will include:
 - 1. Separate locked collection boxes for each service provided.
 - 2. All monies must be counted by one person with another person present both individuals must sign a receipt verifying the amount.
 - All monies shall be kept in a secure place until they are turned in for deposit at the San Juan County Area Agency on Aging Administration Office.
 - 4. If a loss is incurred it must be reported to the San Juan County Area Agency on Aging and to the local authorities.
- b. The following option is available for handling the Title III Project Income
 - Additive-add project income to federal, state and local funds committed to the project to further program objective and to result in a larger program than would otherwise exist.

E. Fees/Collections-Adult Services Programs

- a. The following will be considered, accounted for, and expended as fees/collections:
 - i. Fees-monies charged to and paid by eligible recipients of a service,
 - ii. Donations-monies contributed by eligible recipients of a service or other individuals on their behalf toward defraying the cost of providing the service.
- b. Fees for adult service programs will be based on the fees schedule established by DAAS
- c. The required method of handling fees/collections in the Alternatives Program is the additive method described above.
- d. The required method of handling fees/collections in all other adult service programs is the deductive method whereby fees/collections is deducted from the total project costs before submittal of billings to DAAS for reimbursement.
- e. Each adult service provided will establish appropriate procedures to safeguard and account for all fees/collections received.

F. Accounting and Audit Requirements

- a. Accounting requirements-San Juan Area Agency on Aging will ensure that minimum standards and procedures are established and maintained for the responsible collections, handling, safeguarding and reporting of all monies collected.
- b. Audit Requirements-The San Juan County Area Agency on Aging will meet all requirements as provided for in the Utah Administrative Code.

G. Conflict of interest

- a. Staff members of San Juan County Area Agency on Aging will not serve on a policy board or advisory council of an Area Agency of other organizations, which is either the recipient of Older Americans Act or Adult Services funds, or has submitted and RFP or applications for such funds.
- b. Staff members of the County Division will not be employed also by both the Area Agency and an agency which is either a contractor of the Area Agency or has submitted and RFP application to contract.

H. Payments

- a. San Juan County Area Agency on Aging will submit all billings and claims for services rendered during a given billing period within 20 days after the last date of that billing period in a format prescribed by DAAS. All final billings under a contract must be received with 20 days of termination of the contract regardless of the billing period. If the contractor fails to meet these deadlines DAAS will review and approve such reimbursement requests before payment is made.
- b. A contract must be fully executed before request for reimbursement can be paid by DAAS

I. Carryover Funds

- a. All adult service funds not expended at the end of the state fiscal year will revert to the State Division and to the State general fund.
- b. All Title III funds of a specified federal fiscal year unspent at the end of that year's state fiscal year will be re-contracted to San Juan County Area Agency on Aging in the succeeding year's contract.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Food Carriers Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that food carriers are used at Senior Centers to keep hot food hot and cold food cold.

It is the responsibility of the center directors to inspect the equipment periodically and replace equipment that is in disrepair or in need of replacement.

Temperature control should be monitored in the thermal equipment with a thermometer to maintain heat or cool.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Food Handlers Permit Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that all employee's that are involved in the preparation or handling of meals at all four Senior Centers have a food handler's permit as required by the local health department. Due to the nature of the position and staff recruitment. It is the responsibility of the employee to obtain the permit and pay for the permit from their own funds. Upon leaving employment with San Juan County Aging Services, it is the employee's responsibility to collect their food handler's permit when they leave.

ServeSafe Manager Certification is an added requirement that is expected of each of the center directors. The responsibility of the cost for this certification will be the Aging Departments.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Food Service Inspection Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that all food service inspections are maintained at each site with the food handlers permits so that upon request these documents can be provided if needed.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Gas Card Use Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that the purpose of the County issued gas cards are for the sole purpose of fueling county vehicles for county business. Under no circumstances are these cards to be used for personal use, nor are they to go home with the employee. At the end of every work day the card(s) are to be left at the centers.

We also strongly recommend that our county employees re-fuel at state sites instead of local gas stations to be mindful of fuel prices.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Hand Washing Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that at each center there is a designated hand washing sink in each kitchen and that each has a soap dispenser and disposable towels.

It is also the policy of San Juan AAA that any staff member after using the restroom washes their hands in the restroom and then washes them in the kitchen at the hand washing sink for a double wash.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Health and Safety Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that all individuals entering the San Juan County Senior Centers must wear proper attire, including safe footwear, while in the building or on the property (unless specific program calls for removal of shoes).

- 1. The San Juan County Senior Centers operate in full compliance with the Federal Americans with Disabilities Act (ADA) with regards to service animals. Per the ADA, "service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls."
- 2. Participants and their families should be aware that in the event of an emergency, the Senior Center staff will call 911 and notify the participant's emergency contact person(s) if there is one on file. Individuals who are fully conscious may refuse medical assistance only after the emergency medical responders have arrived and evaluated the person's medical condition. If further medical treatment is recommended by the emergency medical responders and the person refuses to comply, the person must vacate the premises and cannot be transported to the hospital, a doctor's office, home, or elsewhere by the Senior Center bus, or by any staff member. Any non-staff individual who voluntarily transports such individual assumes full responsibility and all liability risks. Following a medical incident, the person will not be allowed to remain at the Senior Center for the remainder of the day; the emergency contact

- person (if one is on file) will be notified. Individuals who have had a medical emergency, either at the Senior Center or elsewhere, and were seen at an Emergency Room should not come to the San Juan County Senior Centers for 24 hours afterwards.
- 3. Fire drills- All occupants of the building are required to participate. In the event of an emergency, all occupants may be required to vacate the building until appropriate authorized personnel deem it is safe to return to the building.
- 4. Persons entering the Senior Center are encouraged to use the hand sanitizers available throughout the building. If you are ill with a cold, the flu, etc. and are coughing/sneezing or have a fever, seek medical attention and please remain at home.
- 5. Storage of private property and personal belongings is not permitted after the individual leaves the building. The Senior Center is not responsible for lost items. The Senior Center will hold any items found for a period of one (1) month. After that period, the articles will be considered abandoned property and may be disposed of accordingly.
- Individuals entering the Senior Center shall not attempt to make any adjustments to the thermostat controls Such individual(s) will be financially liable for any damage caused from tampering with these instruments.
- 7. Open flames are prohibited. Open flames may include, but are not limited to, candles or hurricane glass lamps.
- 8. Individuals requiring mobility aids such as wheelchairs, walkers, crutches, canes, etc. are responsible for proper use and placement of such equipment within the building/on the property and for ensuring equipment does not create a safety hazard for others.
- 9. Senior Center staff cannot assist or act in the capacity of an aide to individuals who are unable to ambulate independently. If you find that you are experiencing difficulty ambulating independently and require extra assistance via a friend, family member, or aide, the San Juan County Senior Centers encourage you to bring your companion with you when you attend activities and events so that you may continue to enjoy all that the Senior Center has to offer.
- 10. Any individual or organization desiring to use any Senior Center equipment (located in the building) must obtain prior approval from

- the Senior Center Director. When using such equipment, such individuals assume full responsibility for knowing the proper use of such equipment. If such equipment is not properly used and any damage is done to such equipment or the building and/or any injuries sustained by themselves or anyone else present, this person is fully responsible and liable for such damage and/or injuries. Under these circumstances, the Senior Center is not responsible or liable for damage or injuries sustained.
- 11.Individuals participating in any exercise programs/classes held at the Senior Center do so at their own risk. Those individuals who participate in any exercise classes (chair aerobics, yoga, etc.) assume full responsibility for their own safety and whether their own personal health and medical conditions permit performing such exercises. It is recommended that participants consult with their physician before beginning any new exercise routine.

SAN JUAN COUNTY AREA AGENCY ON AGING

Policy and Procedures Policy Title: Hours of Operation Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that our senior centers follow the San Juan County policy in regards to Hours of Operation

The San Juan County Senior Centers hours of operation are as follows:

Monday 8:00 a.m.-4:00 p.m.

Tuesday 8:00 a.m.-4:00 p.m.

Wednesday 8:00 a.m.-4:00 p.m.

Thursday 8:00 a.m.-4:00 p.m.

Friday 8:00 a.m.-4:00 p.m.

The posting of these times does not guarantee these hours. There may be times we are short staffed or there may be a family emergency that constitutes the doors being locked.

Inclement Weather

The San Juan County Senior Centers follow the county policy with regards to weather related closures/delays. If county offices are delayed or closed, the San Juan County Senior Centers will be delayed/closed.

Holidays

San Juan County observes the following holidays and the Senior Centers will be closed on these days:

- New Year's Day
- Human Rights Day
- President's Day Birthday
- Memorial Day

- Juneteenth
- Independence Day
- Pioneer Day
- Labor Day
- Indigenous Peoples Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures In-Home Services Alternatives Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that the following guidelines are followed for the Alternatives Program

Eligibility

To be eligible to participate in the program a person must:

- 1. Be 18 years or older (Per state rule we can only carry a 20% client rate of under the age of 60)
- 2. Be at risk of nursing home placement
- 3. Have health and personal needs which can be adequately met in the community within the established cost limits
- 4. Have low income and minimal assets

Cost financial eligibility for the Alternatives program is determined by the Area Agency on Aging Case Manager. Individuals who qualify for the program may be required to pay a small fee based on a sliding fee schedule.

This program offers in-home services to persons to enable these individuals to remain in their own home for as long as possible. If these services were not available, older adults who have health, mobility or functional limitations would not be able to continue living in their current living arrangements.

Examples of Services Available:

- Residential and Nursing Facility over-night stays
- Home Health Aides
- Homemaking

- Home Modification
- Rented and purchased equipment
- Senior Companion
- Personal Emergency Response Systems

If it is determined through the assessment process that there is a perceived risk to keeping a client safely in their home, San Juan Area Agency on Aging will not be able to place the client on the program.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures In-Home Services Programs Caregiver Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that the following guidelines are followed for the Care Giver Program.

The purpose of the program is to provide support services to family caregivers of frail older individuals.

Services include:

- Information and assistance,
- Counseling,
- Support groups,
- Respite
- Other home and community-based services

The program also recognizes the needs of grandparents and other relatives (not biological or adoptive parents) 55 years of age and older providing care to children under the age of 18 years as well as to grandparents and other relatives (not biological or adoptive parents) 55 years of age and older providing care to adults, age 18 to 59 years, with disabilities. Adult family members (age 18 years of older) or other adult informal caregivers providing care to individuals of any age with Alzheimer's disease and related disorders are also served under this program. Operation of the program is a joint responsibility of the State Division of Aging and Adult Services and local Area Agencies on Aging (AAA)

If it is determined through the assessment process that there is a perceived risk to keeping a client safely in their home, San Juan Area Agency on Aging will not be able to place the client on the program.

Policy and Procedures Policy Title: In-Home Services Programs Veteran Directed Home and Community Based Services Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that the following guidelines are followed for the Veteran Directed Home and Community Based Services.

The VDHCBS program is only offered to veterans who are interested in, and capable of, directing their own care; or have someone willing to make these decisions on your behalf or a representative. You, using Veteran Administration funding as the payer source for services, will be offered the option of privately employing a caregiver to provide attendant care level services. Attendant Care services primarily involve limited "hands on" assistance. As a participant in this program, you will have an opportunity to direct your own care by hiring, training, supervising, and firing, if necessary, a caregiver to provide attendant care services in your home.

The Veterans Administration will determine a veteran's initial eligibility for this program. San Juan AAA will then provide support services to the veteran and the oversight of the fiscal agent responsibilities for the veteran's-directed piece of the budget. You must be competent, willing and able to supervise, hire/terminate, train and monitor the attendant care provider and the services provided, as well as act as an employer in general. If you are unable to direct in-home care because of a brain injury or other cognitive impairment, your parent, spouse, legal guardian, or a person possessing a valid power of attorney may make the employment, care and training decisions, and certify any employment documents as well as program applications on your behalf.

If it is determined through the assessment process that there is a perceived risk to keeping a client safely in their home, San Juan Area Agency on Aging will not be able to place the client on the program.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures In-Home Services Programs Waiver Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that the following guidelines are followed for the Medicaid Aging Waiver Program. The purpose of this program is to provide an option for people 65 and older, who have medical problems, to live outside of an institution. The goal is to assist seniors who meet nursing home admission requirements but wish to remain in a home setting, to do so in a safe manner. It is different from regular Medicaid because it allows special income deductions to meet their living expenses, exempts income from spouse even if they are living with them, and has a separate formula for calculation of assets. Clients receive all of the standard Medicaid benefits as well as the additional benefits of the Aging Waiver. Medicaid will recover only the cost of actual care provided from the estate of the client. Medicaid does not take the entire estate. Placement for this program is at a State Level.

Services Provided

- Case Management
- Homemaking Services (may include cleaning, laundry, shopping, meal preparation, errands, assistance with medical appointments)
- Chore Services
- Companion Services Home Modification (on a limited basis)

The "Waiver" means the usual income limit for Medicaid is waived and an individual is allowed to keep additional funds for their living expenses in the home. The asset limit for Medicaid remains the same. A couple's financial eligibility is determined under Spousal Impoverishment rules.

A client must be age 65or older, be a resident of the State of Utah and meet both financial and medical eligibility. The core service provided by the Aging Waiver is Case Management. A Case Manager will work with the applicant throughout this process and, if the client is accepted for this program, the Case Manager will be involved in the client's plan of care as long as they remain at home with services. The role of the Case Manager is to assist with accessing community resources, authorizing use of Medicaid services, assuring quality of services provided and assuring that the health and safety needs of client are able to be met in a home setting.

If it is determined through the assessment process that there is a perceived risk to keeping a client safely in their home, San Juan Area Agency on Aging will not be able to place the client on the program.

Policy and Procedures Policy Title: Effective Date: Revised Date: Policy It is the policy of San Juan County Area Agency on Aging that all San Juan County Senior Center Kitchens are accessible to staff members only.

SAN JUAN COUNTY AREA AGENCY ON AGING

Policy and Procedures Policy Title: Meal Donations Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging in compliance with State and Federal Guidelines to accept voluntary confidential contributions for the meal program. These will need to be placed in a locked box by the client. (Meals on Wheels included). When it is time for the donations to be counted this should be done by at least two people and should be signed off by both persons.

We cannot ask for nor deny meal service to clients 60+ based on their ability to provide a voluntary confidential contribution.

The following wording will be utilized at all centers for meal donations. "Voluntary Confidential Contributions"

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Meals On Wheels Effective Date: May, 2020

January, 2024

Policy

Revised Date:

It is the policy of San Juan County Area Agency on Aging that the Meals on Wheels (MOW) program is intended to provide meals to clients 60 years and older who are homebound and unable to meet basic nutritional needs either temporarily or long term and have no other reliable means of obtaining or preparing meals.

The MOW program fulfills a unique need of the elderly and/or disabled who are homebound due to acute or chronic illness or handicap. It provides nutritious meals for the purpose of assisting individuals in maintaining and/or improving their health status as well as delaying and/or preventing institutionalization. It is not intended to foster isolation or to develop unnecessary dependence upon the service.

Being homebound encompasses the inability to leave home, and leaving home requires a considerable and taxing effort. Homebound eligibility for MOW means:

- 1. Someone just returning from a hospital stay involving surgery or injury and has weakness and pain. Service would be limited to 1 month and reassessed at the end of that time.
- 2. An individual with psychiatric illness that prevents him or her from leaving the home or in the event that it would be considered unsafe for the individual to leave the home unattended (even if there are no physical limitations).
- 3. An individual with chronic illness.

Occasional absences from the home such as medical appointments, religious services, barber/hairdresser or other infrequent or unique events would not negate a person's homebound status.

To run the MOW program efficiently:

- 1. If you are on the program and meals are scheduled to be delivered to your home and you are not present, we cannot leave a meal.
- 2. The staff member will notify the Center Director upon return to the center.
- 3. The Center Director will attempt to make contact.
- 4. If contact is made with the client the client will be reminded that they need to be home for meal delivery and if they are not going to be home to please call and make arrangements.
- 5. If the client is not home the Center Director will note that in the clients file in the Mon-Ami system.
- 6. If it occurs a second time in a row the same process will be followed as described above. (If the client cannot be reached at this time. The Center Director will attempt to contact the client's emergency contact)
- 7. If it occurs a third time in a row, meal service will cease for the client.
- 8. Client will need to be reassessed for the program.
- 9. If it becomes habitual there will be a review of eligibility for the MOW program.

Exceptions to the above criteria could be made at the discretion of the Center Director upon consultation with the Area Agency on Aging Director.

The MOW program not only provides proper nutrition, but also safety checks while reducing isolation.

*Meals are provided to those living within service boundaries if you do not live within the service boundaries but you qualify for home delivered meals frozen or shelf stable meals will be an option.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Meal Preparation Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that it is the responsibility of all staff members at the senior centers to be aware of food costs and to be good stewards of county funds, and county purchased items.

All kitchen staff will prepare the exact number of meals on Home Delivered days that are required. Under no circumstances should there be extra food or extra meals made on these days. There is a Home Delivered list that should govern how many meals are prepared. Cooking extra is abuse of county funds. If a Home Delivered meal client is not home the day of delivery, then their meal will be handed out to the next person on the home delivery meal route providing 2 meals to the next client to eliminate waste.

On Congregate days there is the understanding that at times there will be extra due to the fact that there is no real way to have an exact meal count.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Menu Changes Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that all menu changes will need to be made by the center directors and initialed. A copy of the changed menu will then need to be emailed to the Area Agency Directors office, for submittal to the nutritionist for review.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Non-County Committees/Boards/Councils Effective Date: Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on aging and the Senior Centers to clarify the nature of its relationship with Committees/Boards/Councils that are operating independently of San Juan County and are not funded by county funding.

The Committees/Boards/Councils are neither a board nor a branch of San Juan County and they operate independently from and without the oversight of San Juan County. The Committees/Boards/Councils may not use the Senior Center name, address or mailing address in their communications. Additionally, the Committees/Boards/Councils and its members do not serve as representatives of San Juan County or its Area Agency on Aging nor do they guide programing/activities at the senior centers.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Non-Emergency Medical Transportation Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that the following guidelines are followed for the Non-Emergency Medical Transportation Program

Eligibility

Program participants must be 60 or over must meet one of the following criteria (1-3) and criteria 4 and 5 to be eligible for the program:

- Participant must meet disability criteria: Has a disability in accordance with the Americans with Disabilities Act (ADA)
- Participant must meet the financial eligibility criteria: Participant must be living at less than 130% of poverty level and/or qualifies for Medicaid
- 3. Participant must be 60+ years old and not be able to drive.
- 4. Participant must not have access to other transportation reimbursement programs or funding.
- 5. Participant must utilize the voucher(s) for non-emergency medical or health related trips

Voucher Allocation

During the intake process, San Juan County Aging will work with participants to identify short and long-term transportation needs. Voucher amounts will be based on individual participant needs. Eligible participants will receive vouchers each month, based on their individual transportation needs until one of the following three conditions is met:

- 1. The participant reaches the maximum funding limit per person of \$400.00 per year, or
- 2. A period of 12 months (1 year) is reached, after which San Juan County Aging will assess the continuation of this program, or
- 3. Voucher funds are completely used up and no longer available.

Trip Type Eligibility

Participants can use the vouchers for non-emergency medical trips only, which includes the following types of trips:

- Scheduled medical appointments (includes Dr. visits, testing, or treatment procedures such as dialysis or other similar recurring treatments)
- Trips to a pharmacy or medical supply store

Transportation Provider/Driver Eligibility

Participants are encouraged to use vouchers on the following form of transportation that is willing to accept vouchers for payment:

- Individual drivers (i.e. participant's friends or family members and volunteer drivers).
- Friends and family will be provided reimbursement of approved trips based on the value of all vouchers submitted for payment.
- Trip reimbursement rate is calculated using online travel/mileage estimators at a rate of \$.40 per mile.
- Participants are responsible for arranging trips that will be paid for with a voucher. Participants are encouraged to utilize trusted family members, colleagues, friends, or neighbors who are licensed and insured to operate a motor vehicle.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Occupational Health and Safety /Back Safety Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that our senior centers follow the San Juan County policy in regards to Occupational Health & Safety

No job is so important and no service so urgent that time cannot be taken to perform work safely. Equipment, materials and operations must be understood before they are utilized. It is the intent of the County to comply with all applicable rules and regulations pertaining to the Occupation Safety and Health Act (OSHA) as established under federal law or state law. To that end, San Juan County has instituted a Comprehensive Health and Safety Program and its provisions are found in a separate manual entitled, "San Juan County Comprehensive Health and Safety Program, for Compliance with OSHA General Rules and Regulations."

Proper Lifting Techniques

Safe lifting involves:

- Standing as close to the load as possible
- Planting your feet shoulder-width apart with one foot slightly ahead of the other
- Bending at the hips and knees only until you're deep in a squatting position
- Keeping your head up and straight with your shoulders back to keep your back straight
- Holding the load close to your body at waist height

 Engaging your core muscles as you push against the ground and straighten your legs

Here are a few essential don'ts to keep in mind for good lifting ergonomics:

- Never twist your torso while lifting. Stay "nose between your toes."
- Never lift a heavy item above shoulder level.
- Never carry a load that obstructs your vision.
- Never hold your breath while lifting, moving, and setting the load down.

Carrying Heavy Things Safely

As you carry the load to its destination, you want to maintain good ergonomics. That means:

- Holding the load as close to your body as possible, level with your belly button
- Keeping your shoulders in line with your hips as you move don't twist your trunk
- Changing direction with your feet and leading with your hips
- Taking small steps and keeping a good grip with all your fingers

Setting Down Heavy Things Safely

Setting down a heavy object is just as dangerous as picking it up. You'll want to reverse the lifting process, following the same ergonomic lifting principles:

- Keep the load close to your body and your back straight or slightly arched
- Squat down, bending only at the knees and hips
- Tighten your stomach muscles (engage your core) as you lower yourself
- Kneel on one knee if necessary
- Remember not to rush the lifting process and to carry a heavy load.
 Also, keep in mind that the most dangerous lifting tasks are repetitive and for sustained periods. You need to monitor your exertion level and take breaks. Stop before you become too tired to lift safely.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Online Senior Center Activities Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that the Online Senior Center Program is a program that provides pre-scheduled activities to individuals who have registered to join the activities. This offers participants a chance to connect with others and helps to reduce loneliness.

There is a Statewide Calendar of events for online activities as well.

Due to staff availability, there is a requirement of 10 or more participants to be signed up for a class before the course is scheduled.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Ovens Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that the ovens at all Senior Centers are kept in a clean manner and should be kept clean of food particles.

It is the responsibility of the Senior Center Directors to periodically check the ovens at their center for compliance.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Privacy and Confidentiality Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that the Aging Program is committed to maintaining the privacy and confidentiality of the personal information provided by participants and clients. The Department is compliant with all applicable laws and regulations relating to such information.

All information obtained from participants is for use by San Juan County Aging staff only. Participants' personal information will not be provided to anyone who is not an employee of the Aging Program, except in the case of a medical emergency.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Purchasing Policy Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that office supplies for each center need to be requested through the main office at 435-587-3225. Please attach a list of what is needed so it can be ordered.

There are circumstances where office supplies are needed and there is no time to order them. Please contact the Aging Director for approval before you make any purchases.

If you are to make any purchases at the local True Value's please send a list of items that you are planning to purchase to the Aging Director for approval prior to purchase.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Refrigerators Effective Date: May, 2020 Revised Date: January, 2024

Policy

It is the policy of San Juan County Area Agency on Aging that all refrigerators at all county senior centers are kept clean and that there are thermometers placed in each refrigerator and the temperature of the thermometers reads 35-40 F.

It is the responsibility of the Senior Center Directors to check monthly for the thermometers and make sure that the temperature is accurate. Faulty or missing thermometers should be replaced immediately.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Registration Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that all San Juan Senior Center participants must complete a registration form.

- This form includes, but is not limited to, addresses, telephone numbers, email addresses, emergency contact information and general health information.
- This information is being collected for the benefit of participants in the event of an emergency.
- This information is used to document attendance. This data is extremely valuable and important to demonstrate growth and need which is necessary for obtaining funding and grants.
- Participants will be required to update their registration information on an annual basis.

Information collected from Senior Center participants is confidential.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Repairs to County Vehicles Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that repairs to all county vehicles shall be completed at the County Road Maintenance Shops. If they are unable to fix the vehicle or if it needs warranty work, the shops will make arrangements for the equipment to be taken to a warranty site. Aging personnel may be required to take the vehicle to the warranty location.

If repairs are needed, please contact the appropriate shop supervisor for your department listed below

Blanding Shop Shop Supervisor 435-678-2429 Blanding Bluff

Monticello Shop Shop Supervisor 435-587-3230 Monticello La Sal

Policy and Procedures Policy Title: Requests for Activities and Events Sponsored by Non-County Committees/Boards/Councils Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that the purpose of the senior centers are to provide home delivered and congregate meals. It is also a place for seniors 60+ to gather and socialize or participate in county sponsored activities.

We acknowledge that there will be requests for Non-County Committees/Boards/Councils to want to provide activities within the county senior centers, or to utilize the space within the senior centers. The senior centers are not a designated place to hold community/group meetings or to be a community center. This is an option that will not be available for Non-County Committees/Boards/Councils.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Senior Center Code of Conduct Effective Date: May 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that participants at the San Juan County Senior Centers follow the Senior Center Code of Conduct. Senior Centers are facilities where individuals age 60+ meet to participate in social, educational, wellness-oriented, and support-service activities to enhance and enrich their lives. In order to create a positive environment and sense of community within the Senior Center, all individuals who enter the Senior Center (participants, visitors, volunteers, guest speakers/entertainers, etc.) should always conduct themselves appropriately and treat each other and the staff with courtesy, respect, and cooperation. This is a zero-tolerance facility as it relates to individuals' inappropriate conduct, behavior, and/or actions. To ensure a safe, respectful, and positive environment, the following Code of Conduct has been created. A copy of this Code of Conduct will be posted in the Senior Center.

As part of the registration process, all Senior Center participants will be made aware of this Code of Conduct. Copies of this policy will be made available at the Senior Center and will be provided to individuals upon request.

This Code of Conduct has been reviewed and approved by the San Juan County Commission and the County Attorney. Any future changes to this policy will also follow this approval process.

Rights of Center Participants

All participants in San Juan County Senior Centers have the right to:

- Be treated with consideration, respect, and dignity in a manner that is inclusive, equitable, accessible and respectful of diversity.
- Be informed about the eligibility, guidelines, and expectations for receiving specific services.
- Have their personal information protected in accordance with program requirements and applicable state and federal laws.
- Receive services for which they are eligible, with a focus on person-centered care. Depending on San Juan County Area Agency on Aging's capacity and funding, eligible clients may be placed on a waiting list for requested services.
- Have a grievance/complaint heard by San Juan County Area Agency on Aging or file a request for a formal hearing regarding denial of services.

Client responsibilities

- Use voice, language, and behavior that is courteous, considerate, and not disruptive.
- Use San Juan County property, facilities, and equipment with care and for its proper use.
- Comply with the eligibility, guidelines, and expectations for receiving specific services.
- Notify San Juan County Area Agency on Aging of any change in residence while receiving services.
- Notify San Juan County Area Agency on Aging of any change in personal situation that may impact the need or eligibility for services.

I have read,	understand and	agree to f	follow the	Senior (Center (Code of
Conduct						

Signature	Date:

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Senior Center Code of Conduct Violation Appeal Process Effective Date: May 2020 Revised Date: January, 2024 Policy

Any individual who has received notification of exclusion from the Senior Center has the right to appeal.

Aging Department Appeal:

- Appeals must be submitted in writing to the Aging Director within 30 working days of the imposed disciplinary actions or the client's receipt of written notification of the denial, suspension, reduction, or termination of services.
- 2. Appeals should be sent to: San Juan County Area Agency on Aging P.O. Box 9 Monticello, Utah 84535
- 3. The Aging Director will investigate the circumstances of the original decision and reasons for the appeal. This may include review of any relevant information.
- 4. The Aging Director will notify the applicant or client of the decision in writing within 10 working days of receiving the appeal request. This notification will also include notice of the person's right to appeal to the State.

State Level Appeal

- 1. Requests to appeal the Aging Department Appeal must be submitted in writing within 30 days of receiving notice of the decision by the Aging Director.
- 2. State level appeals should be sent to: Utah Department of Health and Human Services Attention: Director, Division of Aging & Adult Services 1195 N 1950 W, Salt Lake City, Utah 84116.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Senior Center Code of Conduct Violation Process Effective Date: May 2020 Revised Date: January, 2024 Policy

The Area Agency on Aging Director may exclude any person who repeatedly and/or intentionally does not follow the Senior Center Code of Conduct while at the Senior Centers or when involved in any activities or trips offered by or associated with the Senior Centers.

Actions leading to exclusion include, but are not limited to:

- 1. Intentionally causing or attempting to cause physical injury to another person, except in self-defense.
- 2. Violating the Senior Center's alcohol and drug-free policy on its property by using, selling, receiving, distributing, possessing, being under the influence of or being otherwise impaired by alcohol or any illegal drug, or abusing prescription or over-the-counter drugs. Notwithstanding the above, persons shall not be excluded for the lawful use of medical marijuana, if such use is: authorized by a health care provider; not otherwise prohibited by any federal law applicable to the Senior Center and/or does not restrict the Senior Center's ability to obtain federal funding; and is strictly confined to lawful use outside of the Senior Center's premises and does not cause the person to be under the influence at the Senior Center.
- 3. Unlawful harassment of a verbal, written, visual or physical nature (including making derogatory, demeaning, negative or disparaging remarks to or about another person) based on any individual's race, color, religion, gender, national origin, age, disability, marital status, veteran/military status, sexual orientation, gender

- identity/expression, genetic information or any other legally protected status.
- 4. Discriminating against (i.e., treating someone differently) due to that person's race, color, religion, gender, national origin, age, disability, marital status, veteran/military status, sexual orientation, gender identity/expression, genetic information or any other legally protected status.
- 5. Possessing (whether concealed or openly displayed) any type of a firearm, knife, or any dangerous object (including, but not limited to, explosives and components, fireworks, or any incendiary items or devices).
- 6. Abusive, aggressive, disrespectful, violent and/or bullying behavior towards other people at the Senior Center (including staff). This could be verbal, written, visual or physical in nature.
- 7. Threatening of any type relative to the building, property, or any of its occupants or their possessions and property at any time.
- 8. Conduct that creates excessively loud or disruptive noise.
- 9. Using obscene, vulgar or profane language or gestures.
- 10. Touching or engaging in any unwanted physical contact with another person.
- 11. Coercing or badgering others for money or transportation or to buy any goods or services.
- 12. Willful destruction of property (building and/or furnishings or the property of other people). No alterations, changes or additions to the building are permitted. Creating a hazard on property or in the building that could cause harm to people.
- 13. Theft of any kind.
- 14. Obstructing or restricting the usual use of entrances, rooms, or parking lot that impedes people from their duties, participating in activities, or receiving services.
- 15. Administering polls/surveys, distributing flyers or literature, or selling of goods or services without prior approval from the Area Agency on Aging Director.
- 16. Refusing to register at the senior for meals and events may result in the Area Agency on Aging Director restricting participation in meals and events.

- 17. Introducing additional furniture or free-standing signs into the Senior Center without prior approval from the Area Agency on Aging Director.
- 18.Erratic and/or unsafe driving, disregarding posted signs and speed limit, parking in areas not designated as parking spaces or in areas designated that disrupt or block traffic flow, parking in designated Handicap parking spaces without handicap permit in the Senior Center parking lot.
- 19. Creating unnecessary alarm by falsely reporting (verbally or in writing) a threat or other hazardous statement (including, but not limited to, false fire alarms, reporting of accident, threat, hazard, medical emergency, etc.).
- 20. Repeated and/or intentional disregard for this Code of Conduct.
- 21. Smoking cigarettes, cigars, pipes, e-cigarettes, etc. in the building.
- 22. Failure to maintain proper personal hygiene or having strong colognes or perfumes which adversely affect the health of others due to allergies, etc.

Filing a Complaint Regarding the Conduct of Another Individual:

If an individual at the Senior Center feels threatened or in harm's way due to the conduct, action, or behavior of another person or feels such is disruptive/inappropriate, this should be immediately brought to the attention of a staff member. If an individual is witness to a violation of the Code of Conduct, that person should immediately notify a staff member. All conversations will be handled discretely and confidentially to the extent possible.

Disciplinary Procedures for Misconduct:

Participants who violate the Senior Center Code of Conduct and/or interfere with the rights of other center participants will be subject to one or more of the following consequences:

Step One Verbal Warning: Center Director will have an informal discussion with the client in an attempt to reach a resolution to the problem and change the behavior. The Client will be provided a copy of the Client Rights and Responsibilities. (Documentation by the Center Director in the clients

file of the incident and discussion to be had with the Area Agency on Aging Director. Within 1 day of the occurrence.)

Step Two Written Warning: A written warning will be given to the client who has not satisfactorily responded to the verbal warning, for behavior that is inappropriate, or for other non-compliance issues that may affect the client's ability to continue to receive services. The warning will be provided to the client in writing and must include:

- a. Notification that the letter is a disciplinary notice;
- b. Date of warning;
- c. Type of violation;
- d. Time and place of violation;
- e. Number and types of previous warnings;
- f. What is needed to correct the violation;
- g. Type of disciplinary action being imposed and the date of the action, if appropriate; and
- h. Probably consequences of not correction the violation.
- 1. The client will also receive a copy of the Client Rights and Responsibilities.
- 2. Written warnings must be approved by the Aging Director before they are sent to the client.
- 3. A copy of each written warning will be kept on file with the Aging Director.

Step Three Suspension:

- When a client fails to adequately respond to prior disciplinary measures, a suspension may be appropriate. Suspension may also be appropriate first step in the disciplinary process depending on the severity of the behavior involved and circumstances of the action(s) to be disciplined.
- 2. Each suspension lasting more than the day of the incident must be approved by the Aging Director
- 3. Clients who are suspended from services have the right to appeal the decision following the appeals process.
- 4. Clients who are suspended form services lasting more than the day of the incident must be notified in writing. The letter must include a

copy of the Client Rights and Responsibilities, the appeals process and include:

- a. Notification that the letter is a disciplinary notice
- b. Date of notification
- c. Type of violation
- d. Time and place of violation
- e. Number and types of previous warnings
- f. What is needed to correct the violation
- g. Type of disciplinary actions being imposed, including the length of the suspension, and the date of the action, if appropriate
- h. Probably consequences for not correcting the violation and
- i. Notification of the client's right to appeal the decision.
- 5. A copy of each notification suspension will be kept on file with the Aging Director.

Step Four Termination:

- The termination of a client's services should be a last resort, after all other attempts to correct the non-compliance have been exhausted.
- 2. Termination may also be appropriate sooner in the disciplinary process depending on the severity of the behavior involved and circumstances of the action(s) to be disciplined.
- 3. The termination of a client's services must be approved by the Aging Director.
- 4. Clients whose services are terminated have the right to appeal the decision following the appeals process.
- 5. Clients whose services are terminated must be notified in writing. The letter must include a copy of the appeals process and include:
 - a. Notification that the letter is a disciplinary notice
 - b. Date of notification
 - c. Type of violation
 - d. Time and place of violation
 - e. Number and types of previous warnings
 - f. Type of disciplinary actions being imposed, and the date of the action, and
 - g. Notification of the client's right to appeal the decision.

6. A copy of each notification of termination will be kept on file with the Aging Director.

The senior center staff will report any unduly disruptive, threatening, violent, or criminal behavior to appropriate law enforcement agencies. If a person's conduct, behavior, or actions continues to be unacceptable, staff will instruct the person to leave the premises immediately. Should the person refuse to leave, appropriate law enforcement agencies will be called.

The Area Agency on Aging Director will notify the County Administrator when an individual has been excluded from the Senior Center and of the circumstances and code of conduct violations which resulted in the exclusion. Details will be reported in a written narrative of the events which led to the exclusion, the names of any known witnesses, and copies of any statements made by witnesses.

Documentation:

- 1. The Aging Director will document all incidents including verbal, and written warnings, suspensions, terminations, or calls to law enforcement in the client's file.
 - a. All information related to the incidents will be saved in the client's file including any letter to the client as well as a description of any discussion with the client and any other relevant information. Notes shall also document reported and observed conduct.
- 2. Documentation guidelines for Center Directors
 - a. The Center Director will report all incidents, including verbal and written warnings, suspensions, or calls to law enforcement, using the program's Incident Report Form. The completed form will be submitted to the Aging Director within 2 business days.
 - b. Any disciplinary action shall be documented in the Center Directors client record system. This record shall include all information related to the incidents, including any letter to the client, a description of any discussion with the client, and any

other relevant information. Notes shall also document reported and observed conduct.

- 3. Documentation Retention
 - a. Documentation of formal responses to client issues of noncompliance, including any written communication provided to the client, must be maintained on file by the program for no less than 3 years following the end of services.

Right of Appeal

a. Clients have a right to appeal a decision to deny, suspend, reduce or terminate services.

Item 12.



SAN JUAN COUNTY COMMISSION

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

INSTRUCTIONS FOR TEMPLATE USE:

- 1. Enter all relevant information in the [RED] sections below;
- 2. Change the font color of the whole letter to black;
- 3. Delete these instructions from the top of the letter;
- 4. Sign the letter and provide copies to those listed in the "cc" section;
- 5. Retain a copy of the letter in the client's file; and
- 6. Mail two (2) copies of the letter to the client and include copies of all "enclosures." One copy should be sent to the client via regular USPS mail and one should be sent via Certified Mail with a required signature of receipt.

[DATE OF ACTION]

«AddressBlock»

RE: Client Notice of Written Warning

«GreetingLine»,

This letter serves as a written warning because of your violation of San Juan County's Aging Services Client Rights & Responsibilities. We discussed this concern on [ENTER DATE]. [DESCRIBE THE VIOLATION HERE, including the TYPE OF VIOLATION with reference to the specific client responsibility that was not followed, and the TIME AND PLACE OF VIOLATION.] [DESCRIBE ALL PREVIOUS VIOLATIONS HERE, including the TYPE OF VIOLATION with references to the specific client responsibility that was not followed, the TIME AND PLACE of each violation, and the OUTCOME of the violation (such as an informal conversation with the client, or a Verbal Warning, Written Warning, Suspension, or Termination.] [DESCRIBE THE ONGOING EXPECTATIONS FOR THE CLIENT HERE.] Failure to correct violations could result in additional action by San Juan County Area Agency on Aging, up to and including the suspension or termination of your services. Enclosed you will find:

A copy of the Client Rights & Responsibilities.

If you have questions or concerns, please contact me at [ENTER PHONE NUMBER] or [ENTER EMAIL ADDRESS]. Thank you,

[ENTER Center Director NAME]
[ENTER TITLE]
[ENTER PROGRAM NAME]

cc: Aging Director

Encl: Client Rights & Responsibilities

Item 12.



SAN JUAN COUNTY COMMISSION

Jamie Harvey
Silvia Stubbs
Bruce Adams
Mack McDonald

Chairman
Vice-Chair
Commissioner
Administrator

INSTRUCTIONS FOR TEMPLATE USE:

- 1. Enter all relevant information in the [RED] sections below;
- 2. Change the font color of the whole letter to black;
- 3. Delete these instructions from the top of the letter;
- 4. Sign the letter and provide copies to those listed in the "cc" section;
- 5. Retain a copy of the letter in the client's file; and
- 6. Mail two (2) copies of the letter to the client and include copies of all "enclosures." One copy should be sent to the client via regular USPS mail and one should be sent via Certified Mail with a required signature of receipt.

[DATE OF ACTION]

«AddressBlock»

RE: Client Notice of Suspension of Services

«GreetingLine»,

This letter serves as notice that the services you receive from [ENTER PROGRAM NAME/S] are suspended effective [ENTER EFFECTIVE DATE]. [ENTER ADDITIONAL INFORMATION HERE, such as details about the specific services that are being suspended, which senior center(s) the client is prohibited from visiting, etc.] This suspension will remain effective for [ENTER NUMBER OF DAYS/WEEKS/MONTHS]. Your services may resume as of [ENTER DATE].

This suspension is a result of your violation of San Juan County's Aging Services Client Rights & Responsibilities. We discussed this concern on [ENTER DATE/S].

[DESCRIBE THE MOST RECENT VIOLATION HERE, including the TYPE OF VIOLATION with reference to the specific client responsibility that was not followed, and the TIME AND PLACE OF VIOLATION.]

[DESCRIBE ALL PREVIOUS VIOLATIONS HERE, including the TYPE OF VIOLATION with references to the specific client responsibility that was not followed, the TIME AND PLACE of each violation, and the OUTCOME of each violation (such as an informal conversation with the client, or a Verbal Warning, Written Warning, Suspension, or Termination.]

[DESCRIBE THE ONGOING EXPECTATIONS FOR THE CLIENT HERE.] Failure to correct violations could result in additional action by San Juan County Area Agency on Aging, up to and including the additional suspension or termination of your services. You have the right to appeal this decision. You must submit your appeal in writing within [ENTER NUMBER OF DAYS] business days of receiving this letter. The appeal should be sent to:

[ENTER DIVISION/DEPARTMENT NAME]

Attention: [ENTER FIRST AND LAST NAME]

[ENTER STREET ADDRESS]

[ENTER CITY, STATE and ZIP CODE]

Enclosed you will find:

A copy of the Client Rights & Responsibilities.

• A copy of the Client Service Appeals process.

If you have questions or concerns, please contact me at [ENTER PHONE NUMBER] or [ENTER EMAIL ADDRESS].

Thank you,

[ENTER MANAGER NAME] [ENTER MANAGER TITLE] [ENTER PROGRAM NAME]

cc: Aging Director
County Administrator

Encl: Client Rights & Responsibilities

Item 12.



SAN JUAN COUNTY COMMISSION

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

INSTRUCTIONS FOR TEMPLATE USE:

- 1. Enter all relevant information in the [RED] sections below;
- 2. Change the font color of the whole letter to black;
- 3. Delete these instructions from the top of the letter;
- 4. Sign the letter and provide copies to those listed in the "cc" section;
- 5. Retain a copy of the letter in the client's file; and
- 6. Mail two (2) copies of the letter to the client and include copies of all "enclosures." One copy should be sent to the client via regular USPS mail and one should be sent via Certified Mail with a required signature of receipt.

[DATE OF ACTION]

«AddressBlock»

RE: Client Notice of Termination of Services

«GreetingLine»,

This letter serves as notice that the services you receive from [ENTER PROGRAM NAME/S] are terminated effective [ENTER EFFECTIVE DATE]. [ENTER ADDITIONAL INFORMATION HERE, such as details about the specific services that are being suspended, which senior center(s) the client is prohibited from visiting, etc.]

This termination is a result of your violation of San Juan County's Aging Services Client Rights & Responsibilities. We discussed this concern on [ENTER DATE/S].

[DESCRIBE THE MOST RECENT VIOLATION HERE, including the TYPE OF VIOLATION with reference to the specific client responsibility that was not followed, and the TIME AND PLACE OF VIOLATION.]

[DESCRIBE ALL PREVIOUS VIOLATIONS HERE, including the TYPE OF VIOLATION with references to the specific client responsibility that was not followed, the TIME AND PLACE of each violation, and the OUTCOME of each violation (such as an informal conversation with the client, or a Verbal Warning, Written Warning, Suspension, or Termination.]

You have the right to appeal this decision. You must submit your appeal in writing within [ENTER NUMBER OF DAYS] business days of receiving this letter. The appeal should be sent to: [ENTER DIVISION/DEPARTMENT NAME]

Attention: [ENTER FIRST AND LAST NAME] [ENTER STREET ADDRESS] [ENTER CITY, STATE and ZIP CODE]

Thank you,

[ENTER MANAGER NAME] [ENTER MANAGER TITLE] [ENTER PROGRAM NAME]

cc: Aging Director
County Administrator

Encl: Client Rights & Responsibilities

Client Service Appeals

Item 12.



SAN JUAN COUNTY COMMISSION

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

INSTRUCTIONS FOR TEMPLATE USE:

- 1. Enter all relevant information in the [RED] sections below;
- 2. Change the font color of the whole letter to black;
- 3. Delete these instructions from the top of the letter;
- 4. Sign the letter and provide copies to those listed in the "cc" section;
- 5. Retain a copy of the letter in the client's file; and
- 6. Mail two (2) copies of the letter to the client and include copies of all "enclosures." One copy should be sent to the client via regular USPS mail and one should be sent via Certified Mail with a required signature of receipt.

[DATE OF ACTION]

«AddressBlock»

RE: Client Notice of Aging Department Level Appeal Decision «GreetingLine»,

I received a written letter of appeal from you on [ENTER DATE] in response to the [ENTER TYPE ACTION THAT WAS TAKEN such as Denial, Suspension, Reduction, or Termination of Services] from [ENTER PROGRAM] effective [ENTER DATE THE ACTION TOOK EFFECT].

This letter is to inform you of the decision I have reached regarding your appeal. In making this decision, I have reviewed your written appeal letter, as well as [ENTER ADDITIONAL DETAILS HERE, including any letter sent to the client regarding the violation and any documentation signed by the client prior to the decision], and your case records.

Following this review, I have determined that [ENTER DECISION DETAILS, including any EFFECTIVE DATES, any ONGOING CLIENT EXPECTATIONS for clients who will be permitted to resume services, and the probable CONSEQUENCES of further violations].

You have the right to appeal this decision. You must submit your appeal in writing within [ENTER NUMBER OF DAYS] business days of receiving this letter. The appeal should be sent to:

[ENTER DIVISION/DEPARTMENT NAME]

Attention: [ENTER FIRST AND LAST NAME]

[ENTER STREET ADDRESS]

[ENTER CITY, STATE and ZIP CODE]

Thank you,

[ENTER SECTION MANAGER NAME]
[ENTER SECTION MANAGER TITLE]

cc: County Administrator

State Division of Aging Director Encl: Client Service Appeals

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Senior Center Van/Trip Rules Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that all participants that engage in van rides or trips follow the Van/Trip Rules and have a signed copy of the agreement in the documentation file.

- Food or beverages may be brought onto the van provided the items are in a closed container.
- Littering is prohibited.
- Obscene, profane, vulgar, foul, or offensive language is prohibited.
- Shoes or other footwear are required to be worn.
- Disorderly and inappropriate conduct is prohibited.
- Heads, arms, and other body parts are required to be kept inside the van.
- Fighting or threatening to fight is prohibited.
- Clients will treat each other and the driver with respect.
- Objects are not to be thrown out the van window.
- Objects within the van are required to be controlled.
- Spitting is prohibited.
- Lewd behavior is prohibited.
- Drinking alcohol or the use of illegal drugs is prohibited.
- Inappropriate behavior caused by alcohol is prohibited.
- Inappropriate conduct with or toward other clients is prohibited.
- Clients are required to obey reasonable requests from the driver or any other authorized representative.
- Federal regulations prohibit the transportation of flammable or explosive materials on transit vanes. This includes automobile batteries. (Electric

- mobility device battery packs and portable oxygen tanks are exempt from this requirement.)
- Individuals who are infected or believe that they may be infected with a
 communicable disease who pose a threat to the public health and who
 do not take action as required by the Department of Health to prevent
 spread of the disease are encouraged not to board the van.
- Individuals with a communicable disease who are subject to an order of restriction issued by the Department of Health may not board the van.
- Conversations with the driver that distract him/her from safely operating the van are prohibited.
- Clients are required to keep aisles clear of obstacles (packages, luggage, etc.).
- Dangerous weapons are prohibited on vans unless under the direct control of a law enforcement officer or private security personnel licensed by the State.
- Vandalism or willful destruction of county property is prohibited.
- Clients may not maintain or commit a public nuisance as defined in Section 76-10-803 of the Utah Criminal Code.
- Offensive body or other offensive odors are prohibited.
- Loud noises are prohibited.
- Obscene attire is prohibited.
- Smoking is prohibited as stated by the Utah Indoor Clear Air Act.

I have read and agree to the above rules failure to follow these rules will result in termination of trip privileges.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Staff Meals Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that meals for the Senior Center Staff are provided as part of employment. The money to pay for these meals does not come out of the Older Americans Act money. The Money for staff meals is budgeted from County funds. Each center director will be required to keep track of how many meals the staff consumes and report it on a quarterly basis.

Reporting for staff meals will be done in the Mon-Ami system.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Telephone and Property Usage Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging to follow the San Juan County Policy in regards to Telephone and Property Usage

Telephone Use (personal): Personal long distance/toll calls will not be charged to the County at any time. Emergency personal toll calls will be placed collect to the receiving number or charged to the employee's private home number. Employees should keep personal telephone calls, either incoming or outgoing to a minimum. Failure to do so may result in disciplinary action.

Use of County Property or Facilities: County property or facilities cannot be used by any employee or by the general public for any purpose other than official County business. Contractors and developers will not be supported by the use of County equipment or property at any time or by work performed by employees. No purchase shall be made through the County for personal use by any employee, except where otherwise provided for under special agreements or contracts.

Use of County Property: From time to time, employees will be given the use of County property to perform their jobs. County property includes, but is not limited to, all equipment, vehicles, electronics, cell phones, and computers given or issued to the employee for the performance of his or her job. All employees shall use County property for the use intended and at the direction of their supervisors. County property shall not be used for personal purposes. Theft or willful destruction of County property is

prohibited.

Additionally, the County maintains all ownership in any County property, may demand the return of the property, or may assign the property to another employee at its sole discretion. Employees have no right to exclude the County from entering, searching, or reviewing at any time anything in the County property, created with the assistance of the County property, or stored by, within, or in the County property. Employees have no expectation of privacy in the use of any County property.

Considering that all food preparation, meal delivery and client transportation are safety sensitive positions under no circumstances will there be cell phone usage or cell phone texting during the time of food preparation, or while operating a county vehicle. If an emergency call needs to be made while operating a vehicle all San Juan County AAA staff will pull to the side of the road and place their vehicle in park before making their phone call.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Temperature checks Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that there will be temperature checks on all food that is served as follows: as soon as the food has been prepared, in the middle of delivery and at the time of completion of service for Congregate and Home Delivered.

Hot foods should be maintained at 140 F or above from time of Food Preparation to completion of service.

Cold foods should be maintained at 40 F or below from time of initial service until completion of service.

Internal Temperatures for cooking beef (155 F) poultry (165 F) and pork (165F) should be monitored.

The refrigeration cooling period for hot food does not exceed 4 hours (70 F within 2 hours and an internal product temperature of 45 F within the following 2 hours)

Reporting for Temperature Checks will be done in the Mon-Ami system.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Time Clock Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that it is the responsibility of all staff members to make certain that they are clocked in and out for the work day.

There may be times that the Timekeeper system is down and staff are not able to enter time in and out that day. During these times staff need to keep a written record of the clock in clock out time.

Any adjustments to a staff member's time will need to be approved and changed by the supervisor.

SAN JUAN COUNTY AREA AGENCY ON AGING

Policy and Procedures Policy Title: Travel, Training Course Authorization Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that travel outside of San Juan County for training and other county related items must be pre-approved by the Aging Director. Failure to do so will result in the rejection of all travel expenses being reimbursed. County policy requires the use of county fleet vehicles if they are available, rather than private vehicles.

San Juan County Area Agency on Aging Travel Request/Authorization

Employee	
Center	
Purpose of Travel	
Program	
Dates of Meeting	
Departure Date	
Return Date	
Mode of Travel	
Projected Costs	
Car	
Motel	
Meals	
Other	
·	

Please attach agenda or information about the meeting you will be attending.

APPROVAL

Center Director	
AAA Director	
Code	

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Policy Title: Volunteers Effective Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that all County volunteers must be approved annually by the County pursuant to Utah Code § 67-20-4 prior to service. A "volunteer", as defined by state law, is a person who donates service without pay or other compensation except expenses actually and reasonably incurred as approved by the supervising agency.

- Volunteers at the Senior Centers are those citizens/participants that have committed to providing activities without pay.
- No activities can be scheduled or commence until a volunteer form has been filled out, turned in and completed with the Administration Office of San Juan County.
- This applies to all activities at the Senior Centers that are provided by a volunteer.

SAN JUAN COUNTY AREA AGENCY ON AGING Policy and Procedures Worktables and work areas Effective Date: May, 2020 Revised Date: January, 2024 Policy

It is the policy of San Juan County Area Agency on Aging that all worktables and work areas are kept clean and sanitized after each use according to current health department standards.

It is the responsibility of the Senior Center Directors to periodically check to make certain that center staff is adhering to this policy.



COMMISSION STAFF REPORT

MEETING DATE: February 6, 2024

ITEM TITLE, PRESENTER: Consideration and Approval for the State of Utah HAVA Grant Funding Award

for the Purchase of a DS300 Ballot Tabulating Machine for San Juan County.

Lyman Duncan, Clerk/Auditor

RECOMMENDATION: Recommendation to Approve

SUMMARY

The machine will double the input of ballots for ballot tabulation (in the same amount of time as the DS200). The machine overall cost \$6,375 - \$5,967 (State) = \$663 for the County. The installation cost is \$3,835. The Clerk's Budget will be adjusted for the purchase.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

Grant Award of \$5,967 The machine overall cost \$6,375 - \$5,967 (State) = \$663 for the County. The installation cost is \$3,835.

ESS

11208 JOHN GALT BLVD OMAHA, NE 68137-2364 (402) 593-0101

Sales Order Form for use by the Counties and Local Units Government in the State of Utah that have elected to acquire ES&S equipment under Contract #AR2762

■ • • • • • • • • • • • • • • • • • • •	1st Election Date		
	Estimated Delivery Date:	To be Agreed Upon by the Parties	
Customer Contact, Title: Lyman Duncan County Clerk	Phone Number:	435-587-3223	
County Name: San Juan County, UT	Fax Number:		
	Ship To:		
San Juan County, UT	San Juan County, UT		
Lyman Duncan County Clerk	Lyman Duncan County Clerk		
117 S. Main Street	117 S. Main Street		
Monticello, UT 84535	Monticello, UT 84535		

Intral Scanner (Includes Steel Table/Cart, Start-Up Kit, Dust Cover, Inter, Battery Backup, USB Cable, and Two (2) Standard 8GB Exices, Initial Annual License Fee, Shipping & Handling, and One arranty) Intral Scanner (Includes Scanner, Steel Table/Cart, Start-up Kit, Reports Printer, Audit Printer, Battery Backup, Two (2) USB oo (2) 8GB Thumb Drives, Initial Annual License Fee, Shipping and One (1) Year Warranty) Interval Scanner, Internal Backup Battery, Plastic With Steel Door and e-Bin, Paper Roll, 4GB Jump Drive, Shipping & Index MITHOUT Ballot Box (Includes Scanner, Internal Backup Interval Backup Interval Backup Interval Backup Interval Backup Interval Backup Interval Backup Battery, Paper Roll, 4GB Jump Drive, Shipping and One (1) Year Warranty) Indudes Internal Backup Battery, Paper Roll, One (1) Standard 4GB Exice, Shipping & Handling, and One (1) Year Warranty) Intral Scanner (Includes Terminal, Soft-Sided Case, Internal Backup Interval Backup Battery, Handling, Headphones, 4GB Flash Drive, Shipping & Interval Backup Battery, Handling Kiosk with AutoCast, ADA Keypad, Headphones, 4GB	1	\$133,925.00 \$48,250.00 \$5,975.00 \$5,425.00 \$6,375.00 \$880.00	\$6,375.00
nter, Battery Backup, USB Cable, and Two (2) Standard 8GB exices, Initial Annual License Fee, Shipping & Handling, and One arranty) Intral Scanner (Includes Scanner, Steel Table/Cart, Start-up Kit, Reports Printer, Audit Printer, Battery Backup, Two (2) USB o (2) 8GB Thumb Drives, Initial Annual License Fee, Shipping and One (1) Year Warranty) Interval Backup Battery, Plastic with Steel Door and e-Bin, Paper Roll, 4GB Jump Drive, Shipping & Indoor (1) Year Warranty) Interval Backup Battery, Paper Roll, 4GB Jump Drive, Shipping & Indoor (1) Year Warranty) Industor WITHOUT Ballot Box (Includes Scanner, Internal Backup Battery, Paper Roll, 4GB Jump Drive, Shipping and One (1) Year Warranty) Industrial Backup Battery, Paper Roll, One (1) Standard 4GB evice, Shipping & Handling, and One (1) Year Warranty) Interval Backup Battery, Paper Roll, One (1) Standard 4GB evice, Shipping & Handling, and One (1) Year Warranty) Interval Backup Battery, Paper Roll, One (1) Standard 4GB evice, Shipping & Handling, and One (1) Year Warranty) Interval Backup Battery, Paper Roll, One (1) Standard 4GB evice, Shipping & Handling, and One (1) Year Warranty) Interval Backup Battery, Paper Roll, One (1) Standard 4GB evice, Shipping & Handling, and One (1) Year Warranty) Interval Backup Battery, Paper Roll, One (1) Standard 4GB evice, Shipping & Handling, Internal Backup Battery, Paper Roll, One (1) Year Warranty)		\$48,250.00 \$5,975.00 \$5,425.00 \$6,375.00	
Reports Printer, Audit Printer, Battery Backup, Two (2) USB o (2) 8GB Thumb Drives, Initial Annual License Fee, Shipping and One (1) Year Warranty) ulator (Includes Scanner, Internal Backup Battery, Plastic with Steel Door and e-Bin, Paper Roll, 4GB Jump Drive, Shipping & nd One (1) Year Warranty) ulator WITHOUT Ballot Box (Includes Scanner, Internal Backup stic Rolling Carrying Case, Paper Roll, 4GB Jump Drive, Shipping and One (1) Year Warranty) uludes Internal Backup Battery, Paper Roll, One (1) Standard 4GB evice, Shipping & Handling, and One (1) Year Warranty) ot Box with Power Supply and AC Cord e BMD (Includes Terminal, Soft-Sided Case, Internal Backup & Keypad, Headphones, 4GB Flash Drive, Shipping & nd One (1) Year Warranty) e Tabulator (Includes Tabulator Terminal, Internal Backup Battery, Rolling Kiosk with AutoCast, ADA Keypad, Headphones, 4GB		\$5,975.00 \$5,425.00 \$6,375.00 \$880.00	
with Steel Door and e-Bin, Paper Roll, 4GB Jump Drive, Shipping & nd One (1) Year Warranty) ulator WITHOUT Ballot Box (Includes Scanner, Internal Backup astic Rolling Carrying Case, Paper Roll, 4GB Jump Drive, Shipping and One (1) Year Warranty) uludes Internal Backup Battery, Paper Roll, One (1) Standard 4GB evice, Shipping & Handling, and One (1) Year Warranty) ot Box with Power Supply and AC Cord e BMD (Includes Terminal, Soft-Sided Case, Internal Backup DA Keypad, Headphones, 4GB Flash Drive, Shipping & nd One (1) Year Warranty) e Tabulator (Includes Tabulator Terminal, Internal Backup Battery, Rolling Kiosk with AutoCast, ADA Keypad, Headphones, 4GB		\$5,425.00 \$6,375.00 \$880.00	
astic Rolling Carrying Case, Paper Roll, 4GB Jump Drive, Shipping and One (1) Year Warranty) Judges Internal Backup Battery, Paper Roll, One (1) Standard 4GB evice, Shipping & Handling, and One (1) Year Warranty) ot Box with Power Supply and AC Cord Be BMD (Includes Terminal, Soft-Sided Case, Internal Backup Pa Keypad, Headphones, 4GB Flash Drive, Shipping & Indone (1) Year Warranty) e Tabulator (Includes Tabulator Terminal, Internal Backup Battery, Rolling Kiosk with AutoCast, ADA Keypad, Headphones, 4GB		\$6,375.00	
evice, Shipping & Handling, and One (1) Year Warranty) ot Box with Power Supply and AC Cord e BMD (Includes Terminal, Soft-Sided Case, Internal Backup A Keypad, Headphones, 4GB Flash Drive, Shipping & nd One (1) Year Warranty) e Tabulator (Includes Tabulator Terminal, Internal Backup Battery, R Rolling Kiosk with AutoCast, ADA Keypad, Headphones, 4GB		\$880.00	
e BMD (Includes Terminal, Soft-Sided Case, Internal Backup A Keypad, Headphones, 4GB Flash Drive, Shipping & nd One (1) Year Warranty) e Tabulator (Includes Tabulator Terminal, Internal Backup Battery, R Rolling Kiosk with AutoCast, ADA Keypad, Headphones, 4GB	1		\$880.00
A Keypad, Headphones, 4GB Flash Drive, Shipping & nd One (1) Year Warranty) e Tabulator (Includes Tabulator Terminal, Internal Backup Battery, Rolling Kiosk with AutoCast, ADA Keypad, Headphones, 4GB		\$3,450.00	
Rolling Kiosk with AutoCast, ADA Keypad, Headphones, 4GB			
, Hub, Printer, Shipping & Handling and One (1) Year Warranty)		\$5,500.00	
Demand Compact Printer with Color		\$1,245.00	
Demand Compact Printer	1	\$665.00	
Demand Laptop (Includes Initial Annual Ballot-On-Demand cense)		\$3,100.00	
are PYO Software License (1 – 100,000 Registered Voters in		\$17,950.00	
are PYO Software License (100,001+ Registered Voters in		\$28,550.00	
		\$2,295.00	
are Reporting Software License (Included with ElectionWare PYO)		\$5,615.00	
Demand Software License		N/A	Included in Price of Ballot-On-Demand Laptop
		\$2,040.00	
anner Installation Fee (More Than One (1) Unit Installed at a		\$1,590.00	
	1 —	\$120.00	1
	are PYO Software License (100,001+ Registered Voters in d Audio Capability for PYO Customers requiring non-English (License Fee per Language) are Reporting Software License (Included with ElectionWare PYO) Demand Software License anner Installation Fee (1 Unit) anner Installation Fee (More Than One (1) Unit Installed at a	d Audio Capability for PYO Customers requiring non-English (License Fee per Language) are Reporting Software License (Included with ElectionWare PYO) Demand Software License	d Audio Capability for PYO Customers requiring non-English (License Fee per Language) are Reporting Software License (Included with ElectionWare PYO) Demand Software License N/A Anner Installation Fee (1 Unit) anner Installation Fee (More Than One (1) Unit Installed at a \$2,295.00 \$2,295.00 \$5,615.00 N/A \$2,040.00 \$1,590.00

236

Date Presented: 1/18/2024

11208 JOHN GALT BLVD OMAHA, NE 68137-2364 (402) 593-0101

Sales Order Form for use by the Counties and Local Units Government in the State of Utah that have elected to acquire ES&S equipment under Contract #AR2762

			Customer P.0	O. #:	
- 1817			1st Election D	Date: To be Agreed Up	on by the Parties
		Es	timated Delivery D	Date: To be Agreed Up	on by the Parties
Customer Contact. Ti	itle: Lyman Duncan County Clerk		Phone Num	aber: 435-587-3223	
	me: San Juan County, UT			ber:	
,		Oli in Tr			
		Ship To:			
San Juan County, UT	<u> </u>	San Juan County, UT			
Lyman Duncan County Clerk		Lyman Duncan County Cle	erk		
117 S. Main Street		117 S. Main Street			
Monticello, UT 84535		Monticello, UT 84535			
	Basadata		04	Unit Price with	T. (.)
Item Equipment Installation	Description Everyope Vote PMD Installation Fee		Qty	Discount \$105.00	Total
Equipment Installation	ExpressVote BMD Installation Fee ExpressVote Tabulator Installation Fee			\$105.00	
				<u> </u>	
Equipment Installation	Ballot-On-Demand Printer Installation Fee		1 —	\$440.00	¢4.000.00
Equipment Installation	Installation Minimum Fee		1	\$1,900.00	\$1,900.00
Support Services	Project Management Day		1	\$1,900.00	\$1,900.00
Support Services	Election On-Site Support Event		1	\$5,275.00	
Training Services	Equipment Training Day		1	\$1,900.00	
Training Services	Software Training Day			\$1,900.00	
Training Services	Certified Technician Training (Price per Technic	cian)		\$3,180.00	
TRADE-IN ALLOWANCE					
Trade-In Allowance	AccuVote TSX Unit			(\$50.00)	
Trade-In Allowance	DS850			(\$12,500.00)	
Trade-In Allowance	DS450			(\$6,250.00)	
Trade-In Allowance	DS200 Scanner		1	(\$500.00)	(\$500.00)
Trade-In Allowance	DS200 Ballot Box		1	(\$125.00)	(\$125.00)
Note: T	etal trade in allowance is limited to 400/ a	f total cale before annie		llowance Total	(\$625.00)
VALUE ADD ITEMS:	otal trade-in allowance is limited to 10% o	i total sale before applic	ation of trau	e-in allowance	
VALUE ADD II EMO.	DS200/DS300 Tote Bin			\$385.00	
	ExpressVote Privacy Shield (Package of Six)			\$127.25	
	ExpressVote Table			\$370.00	
	ExpressVote Kiosk (Includes Installation and S	hipping & Handling)	1	\$1,165.00	
	Additional 4GB Thumb Drives	11 3 4 4 5	1	\$110.00	
	Additional 8GB Thumb Drives		1	\$220.00	
	ExpressLink Printer			\$770.00	
	ExpressLink Software (Initial Annual License F	ee)	1	\$3,800.00	
	MBV 1000	/	1	\$88,400.00	
Other	DS300 Ink Cartridge		1	\$35.00	\$35.00
Other	Enter Product Description Here		1	Enter Unit Price	Ψ00.00
Other	Enter Product Description Here			Enter Unit Price	
Other	Enter Product Description Here			Enter Unit Price	
Other	Enter Product Description Here		1	Enter Unit Price	
Other	Enter Product Description Here		1	Enter Unit Price	
Other	Enter Product Description Here		+	Enter Unit Price	
Other	Enter Product Description Here		+	Enter Unit Price	
Other	Enter Product Description Here Enter Product Description Here			Enter Unit Price	
Other	Enter Product Description Here Enter Product Description Here		+	Enter Unit Price	
	· ·			<u> </u>	
Other	Enter Product Description Here			Enter Unit Price	
Other	Enter Product Description Here		+	Enter Unit Price	
Other	Enter Product Description Here		-	Enter Unit Price	
Pthesented: 1/18/2024	Enter Product Description Here State of Utah S	Sales Order Agreement		Enter Unit Price	

11208 JOHN GALT BLVD OMAHA, NE 68137-2364 (402) 593-0101

Sales Order Form for use by the Counties and Local Units Government in the State of Utah that have elected to acquire ES&S equipment under Contract #AR2762

			Customer P.O. #:	:	
- 1817			1st Election Date:	To be Agreed l	Jpon by the Parties
		Estima	ted Delivery Date:	To be Agreed l	Jpon by the Parties
Customer Contact, Title	: Lyman Duncan County Clerk		Phone Number:	435-587-3223	
County Name	: San Juan County, UT		Fax Number:	:	
		Ship To:			
San Juan County, UT		San Juan County, UT			
yman Duncan County Clerk	_	Lyman Duncan County Clerk			
117 S. Main Street		117 S. Main Street			
Monticello, UT 84535		Monticello, UT 84535			
			U	nit Price with	
Item	Description		Qty	Discount	Total
Other	Enter Product Description Here		E	nter Unit Price	
Other	Enter Product Description Here		E	nter Unit Price	
Other	Enter Product Description Here			nter Unit Price	
	ms within the Value Added Features section do no conditions of the agreement between the parties.	t include shipping & handling, which	h will be billed so	eparately. These	prices are subject to
change parsuant to the terms and t	conditions of the agreement between the parties.	Authorized It	tems for Pur	chase Total	\$10,465.00
					, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
As per Con	stract Attachment A, Section 40: Payment				
As per Con	ntract Attachment A, Section 23: Hardware Warran	ty and Section 24: Software Warra	nty		
•					
Gold Hardware Maintenance (Ani	nual Onsite Maintenance):				
DS850 Hardware Maintenance	DS850 Gold Hardware Maintenance (Annual O	nsite Maintenance)		\$4,850.00	
OS950 Hardware Maintenance	DS950 Gold Hardware Maintenance (Annual O	nsite Maintenance)		\$4,850.00	
DS450 Hardware Maintenance	DS450 Gold Hardware Maintenance (Annual O			\$3,130.00	
DS200 Hardware Maintenance	DS200 Gold Hardware Maintenance (Annual O			\$210.00	
DS300 Hardware Maintenance	DS300 Gold Hardware Maintenance (Annual O	nsite Maintenance)		\$210.00	
ExpressVote BMD Hardware Maintenance	ExpressVote BMD Gold Hardware Maintenance			\$140.00	
ExpressVote Tabulator Hardware Maintenance	ExpressVote Tabulator Gold Hardware Mainten Maintenance)	ance (Annual Onsite		\$155.00	
Silver Hardware Maintenance (Ma	aintenance Once Every 24 Months):				_
DS850 Hardware Maintenance	DS850 Silver Hardware Maintenance (Maintena	ance Once Every 24 Months)		\$2,895.00	
DS950 Hardware Maintenance	DS950 Silver Hardware Maintenance (Maintena	ance Once Every 24 Months)		\$2,895.00	
DS450 Hardware Maintenance	DS450 Silver Hardware Maintenance (Maintena	ance Once Every 24 Months)		\$2,170.00	
DS200 Hardware Maintenance	DS200 Silver Hardware Maintenance (Maintena	ance Once Every 24 Months)		\$170.00	
DS300 Hardware Maintenance	DS300 Silver Hardware Maintenance (Maintena	• •	1	\$170.00	\$170.00
ExpressVote BMD Hardware Maintenance	ExpressVote BMD Silver Hardware Maintenand Months)	e (Maintenance Once Every 24		\$110.00	
ExpressVote Tabulator Hardware Maintenance	ExpressVote Tabulator Silver Hardware Mainter Every 24 Months)	nance (Maintenance Once		\$135.00	
Bronze Hardware Maintenance (D	Depot Repair Only):				
DS200 Hardware Maintenance	DS200 Bronze Hardware Maintenance (Depot			\$125.00	
DS300 Hardware Maintenance	DS300 Bronze Hardware Maintenance (Depot	Repair Only)		\$125.00	
ExpressVote BMD Hardware Maintenance	ExpressVote BMD Bronze Hardware Maintenar	nce (Depot Repair Only)		\$85.00	
ExpressVote Tabulator Hardware Maintenance	ExpressVote Tabulator Bronze Hardware Maint	enance (Depot Repair Only)		\$115.00	
Certified Technician Program (So	ubject to the standard terms and conditions of	the ES&S certified technician p	rogram):		
DS850 Certified Tech Program	DS850 Certified Technician Program (Price doe Technician Training)	es not include Certified		\$1,435.00	
DS950 Certified Tech Program	DS950 Certified Technician Program (Price doe Technician Training)	es not include Certified		\$1,435.00	
DS450 Certified Tech Program	DS450 Certified Technician Program (Price doe			\$980.00	П
Presented: 1/18/2024	State of Utah S	ales Order Agreement			

Item 13.

ESS

11208 JOHN GALT BLVD OMAHA, NE 68137-2364 (402) 593-0101

Sales Order Form for use by the Counties and Local Units Government in the State of Utah that have elected to acquire ES&S equipment under Contract #AR2762

	<u></u>				
יפלים 🖿			Customer P.O. #	t:	
- " (()			1st Election Date	E: To be Agreed U	Jpon by the Parties
		Estin	nated Delivery Date	e: To be Agreed L	Jpon by the Parties
Customer Contact, Title:	Lyman Duncan County Clerk	=	Phone Number	r: 435-587-3223	
County Name:	San Juan County, UT	_	Fax Number	r:	
	S	hip To:			
San Juan County, UT		an Juan County, UT			
Lyman Duncan County Clerk					
•		yman Duncan County Clerk			
117 S. Main Street	<u> </u>	17 S. Main Street			
Monticello, UT 84535	<u>N</u>	Ionticello, UT 84535			
Item	Description		Qty	Jnit Price with Discount	Total
	DS200 Certified Technician Program (Price does no	t include Certified			
DS200 Certified Tech Program	Technician Training)			\$85.00	
DS300 Certified Tech Program	DS300 Certified Technician Program (Price does no Technician Training)	t include Certified		\$85.00	
ExpressVote BMD Certified Tech Program	ExpressVote BMD Certified Technician Program (Pr Certified Technician Training)	ice does not include		\$50.00	
Annual Firmware Licenses:					
DS850 Firmware License	DS850 Firmware License			\$1,805.00	
DS950 Firmware License	DS950 Firmware License			\$1,805.00	
DS450 Firmware License	DS450 Firmware License			\$1,805.00	
DS200 Firmware License	DS200 Firmware License			\$90.00	
DS300 Firmware License	DS300 Firmware License		1	\$90.00	\$90.00
ExpressVote BMD Firmware License	ExpressVote BMD Firmware License			\$75.00	
ExpressVote Tabulator Firmware License	ExpressVote Tabulator Firmware License			\$75.00	
Annual Software Licenses:		ı			
ElectionWare PYO	ElectionWare PYO Software License (1 – 100,000 F County)	Registered Voters in		\$17,950.00	
ElectionWare PYO	ElectionWare PYO Software License (100,001 + Re	gistered Voters in County)		\$28,550.00	
Synthesized Audio	Synthesized Audio Capability for PYO Customers re languages	equiring non-English		\$2,295.00	
ElectionWare Reporting Only	ElectionWare Reporting Software License			\$5,615.00	
Ballot-On-Demand	Ballot-On-Demand Software License (1 – 100,000 F County)	Registered Voters in		\$615.00	
Ballot-On-Demand	Ballot-On-Demand Software License (100,000 – 200 County)	0,000 Registered Voters in		\$490.00	
Ballot-On-Demand	Ballot-On-Demand Software License (200,001 + Re	gstered Voters in County)		\$370.00	
ExpressLink Software	ExpressLink Software License Fees			\$3,800.00	
MBV	MBV License, Maintenance and Support Fees			\$7,500.00	
-	Total Post-Warranty Annual	Hardware Maintenance	& Software	License Fees	\$260.00

OTHER CHARGES AND FEES:
Ballot-On-Demand:

Item 13.

ESS

11208 JOHN GALT BLVD OMAHA, NE 68137-2364 (402) 593-0101

Sales Order Form for use by the Counties and Local Units Government in the State of Utah that have elected to acquire ES&S equipment under Contract #AR2762

			Cu	stomer P.O. #:		
181			1st	t Election Date:	To be Agreed I	Upon by the Parties
			Estimated	Delivery Date:	To be Agreed I	Upon by the Parties
Customer Contact, Title:	Lyman Duncan County Clerk		F	Phone Number:	435-587-3223	
County Name:	San Juan County, UT			Fax Number:		
		Ship To:				
San Juan County, UT		San Juan County	v. UT			
Lyman Duncan County Clerk		Lyman Duncan				
117 S. Main Street		117 S. Main Stre				
Monticello, UT 84535		Monticello, UT 84				
			1000			
Item	Description			Ur Qty	nit Price with	Total
Ballot-On-Demand Set-Up Fees MBV Click Charge Fee	Ballot-On-Demand Set-Up Fee Per Election E - Remote Access: \$475.00 per election set-up + 4 computers) - \$42.00 per computer over 4 units Rework of set up due to customer changes a complete: - \$130.00 per change event - \$42.00 per computer over 4 units - \$375.00 fee for L&A Test deck creation + ballot printed sheet On-Site: \$1,900.00 per day per person Annual hardware and software fees include proce year. Click Charges after overage: 15,000 - 30,000: \$0.30 per scan 30,001 - 50,000: \$0.25 per scan 50,001 - 100,000: \$0.20 per scan 100,001 +: \$0.15 per scan	\$1.75 per unique F fter initial set up processing fee for	is r each			
ELECTION SYS	TEMS AND SOFTWARE, LLC	1	COUNT	Y OR LOC	AL UNIT OF (GOVERNMENT
Aut	thorized Signature Jared Plath			Autho	orized Signatur	е
	Printed Name			P	rinted Name	
Vice	President - Finance Title				Title	
	January 18, 2024 Date				Date	

This Sales Order is submitted by the County or Local Unit of Government pursuant to that certain Contract No. AR2762. The Deliverables ordered under this Sales Order and all rights and obligations of ES&S and the Local Unit of Government shall be governed by the terms and conditions of Contract No. AR2762.



STATE OF UTAH CONTRACT

The Governor's Office of Economic Opportunity Rural Communities Opportunity Grant Contract

1. **CONTRACTING PARTIES:** This Rural Communities Opportunity Grant contract (this "Contract") is between the State of Utah, Governor's Office of Economic Opportunity, Center for Rural Development, referred to as the State or "GOEO", and the following Grantee:

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

Contact Person: Elaine Gizler Contact Phone: (435) 587-3235

Contact Email: egizler@sanjuancounty.org

Legal Status of Grantee: Governmental Agency

Vendor #: VC0000114664

- 2. THE GENERAL PURPOSE OF THIS CONTRACT: The purpose of this contract is to provide a conditional grant on a reimbursement basis to Grantee under the Rural Communities Opportunity Grant ("RCOG") program.
- 3. **AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-4-8 et seq.
- 4. **CONTRACT PERIOD:** This Contract shall remain in effect until all obligations of this Contract have been performed by Grantee not to exceed twenty-four (24) months from the effective date shown below.

Effective date: December 26, 2023. Termination date: December 26, 2025.

5. **CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award of up to \$51,000.00, which represents the maximum amount that will be awarded under this Contract.

Fund: <u>1000</u> Unit: <u>4120</u>

Appropriation: <u>CMI</u> Commodity Code: <u>99999</u>

6. BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:

- a) Grantee agrees to abide by the terms and conditions outlined in Attachment B: Rural Communities Opportunity Grant Terms and Conditions, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
- b) Grantee shall use the grant funds solely for the purposes outlined in Attachment B: Rural Communities Opportunity Grant Terms and Conditions and Attachment C: Project Plan, which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in and costs allowable under this Contract, program policies and procedures.



c) Grant Disbursement Period: Subject to the terms and conditions provided herein, Grant funds shall be disbursed during the period shown below, unless extended in writing by the State.

Beginning date: December 26, 2023 Ending date: December 26, 2025

- d) Grantee agrees to demonstrate a funding match which may be provided by any combination of a:
 - 1) community reinvestment agency,
 - 2) redevelopment agency,
 - 3) community development and renewal agency,
 - 4) private sector entity,
 - 5) nonprofit entity,
 - 6) federal matching grant, or
 - 7) county or municipality general fund match,

and that total a:

- 1) 10% match for a county of the sixth class,
- 2) 20% match for a county of the fifth class,
- 3) 30% match for a county of the fourth class,
- 4) 40% match for a county of the third class.

Or, for a municipality in any rural county classification, including within the second class, that total a:

- 1) 10% match for a town,
- 2) 20% match for a municipality of the fifth class,
- 3) 30% match for a municipality of the fourth class,
- 4) 40% match for a municipality of the third class.
- e) Grantee is a qualified Rural Community as described in Attachment D: Qualified Rural Counties and Communities incorporated herein.
- f) A County must have a functioning County Economic Opportunity Advisory Board ("CEO Board") as defined in Utah Code section 63N-4-803 and as further described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the county in which the Grantee is domiciled.
- g) A Rural Community must have a functioning planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission that will act under the same advisory requirements as a CEO Board, as described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the municipality in which the Grantee is domiciled.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants Between Government Entities

Attachment B: Rural Communities Opportunity Grant Terms and Conditions

Attachment C: Project Plan

Attachment D: Qualified Rural Counties and Communities

Attachment E: County Economic Opportunity Advisory Board

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.



Contract Number: 24

Item 14.

8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

Grantee's Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Title 63N, Chapter 4, Rural Development Act and Utah Administrative Rule R357-29.

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

STATE OF UTAH	SAN JUAN COUNTY GOVERNMENT
By:	By:
Name:	Name: Jamie Harvey
Title:	Title: Commission Chair
Date: Governor's Office of Economic Opportunity	Date:
By:	
Name:	
Title:	
Date: Governor's Office of Economic Opportunity	
By:	
Name:	
Title:	
Date: Governor's Office of Economic Opportunity	
By:	
Name:	
Date: Utah Division of Finance	

Contract Number: 24

Item 14.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR SERVICES BETWEEN GOVERNMENT ENTITIES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

- 1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
- 2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- LAWS AND REGULATIONS: At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
- 4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor 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. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
- 5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": INTENTIONALLY DELETED
- 6. CONFLICT OF INTEREST: INTENTIONALLY DELETED
- 7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
- 8. INDEMNITY: Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann.



- 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
- 9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (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. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
- 10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
- 11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
- 12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.
 - Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
- 13. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity 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 Entity'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.
 - If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
- 14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
- 15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
- 16. INSURANCE: INTENTIONALLY DELETED
- 17. WORKERS COMPENSATION INSURANCE: Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. 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. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
- 18. ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED
- 19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and



Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

- 20. DELIVERY: All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
- 21. ACCEPTANCE AND REJECTION: The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.
 - If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
- 22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
- 23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
- 24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
- 25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
- 26. PERFORMANCE EVALUATION: The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
- 27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
- 28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
- 29. **ASSIGNMENT:** Contractor 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 Entity.
- 30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
- 31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.



32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

- 33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
- 34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
- 35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah 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 Entity or the State of Utah 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 Contractor's liability such limitations of liability will not apply to this section.
- 36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor 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. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
- 37. WAIVER: A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
- 38. ATTORNEY'S FEES: INTENTIONALLY DELETED
- 39. **PROCUREMENT ETHICS**: Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
- 40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
- 41. **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 of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
- 42. **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 of this Contract or defect in the Services that has not been cured.
- 43. **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.
- 44. **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: 12 December 2019)



ATTACHMENT B: RURAL COMMUNITIES OPPORTUNITY GRANT TERMS AND CONDITIONS

- 1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C: Project Plan. Grant funds awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
- 2. NATURE OF ENTITY: For the purposes of this grant, a "Rural Community" means a rural county, or a rural municipality as defined in Utah Code Section 63-4-801. Rural communities eligible for the RCOG include counties of the third, fourth, fifth, and sixth class; cities, towns, and metro townships located in counties of the third, fourth, fifth, and sixth class; and municipalities with a population of 10,000 or less in counties of the second class.
- 3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
 - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
 - b) Grantee shall submit an invoice for 90% of the Contract Amount to be disbursed prior to full completion of the Grantee's project.
 - c) Grantee shall submit an invoice for 10% of the Contract Amount to be reimbursed contingent upon completion of the Grantee's project and submission of the Final Report.
 - d) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
 - e) The final delivery of the Contract Amount shall be distributed as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
- 4. **REQUIREMENTS FOR REIMBURSEMENT OF GRANT FUNDS:** The State shall make available to Grantee an online portal allowing Grantee to make requests for final reimbursement of the outstanding 10% of grant funds. The Compliance Department of the Governor's Office of Economic Opportunity will examine the key elements in Attachment C: Project Plan, including Project Proposal, Scope of Work, Deliverables and Outcomes, Timeline and Budget to determine reimbursement qualification. In addition to documentation relating to the key elements as stated above, Grantee will submit the following documentation upon final reimbursement request:
 - a) A Letter of Request on entity letterhead specifying the amount requested and certifying that the project is fully completed and all project invoices to Grantee have been paid by Grantee. The Letter of Request shall be signed, and the accuracy of the information verified by a company officer.
 - b) Copies of all invoices and evidence of payment (i.e. checks, bank statements, loan agreements) for work on the project.
 - c) Documentation of Grantee's contribution to the Project Plan equal to or greater than the matching amount as specified in section 6(d) of the contract.
 - d) A Final Report as described herein.
- 5. **REIMBURSEMENT REQUESTS:** Requests shall be submitted to the State electronically, to the Program Director in the Center for Rural Development and/or the Compliance Department at GOEO. A link to the online portal will be sent to Grantee upon the completion of the processing of this Contract. Grantee shall document that all of the Contract Amount received by the Grantee for this project was spent on efforts towards the project.
- 6. <u>SCHEDULE OF PAYMENT</u>: All reimbursements are subject to performance review of goals and benchmarks established by the Grantee's Project Plan. Grant funds shall be disbursed as follows:
 - a) Reimbursement requests received by GOEO after six (6) months after the Contract End date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
 - b) Contract Amount is payable within sixty (60) days of a complete request, and only after approval of the completion of the project.
 - c) Successful completion will be determined by the State, based on documentation of completion of goals and benchmarks as outlined in Attachment C, and as defined above.
 - d) In no event shall payments exceed the total Contract Amount provided for in this Contract. Funds shall



be disbursed within sixty (60) days of the receipt of a complete request from Grantee and approved by the Compliance Department of GOEO, in cooperation with the Program Director.

7. **REPORTING REQUIREMENTS:**

On or before September 1 of each year, Grantee shall provide a written report to the State that describes the following information:

- a) The amount of Grant Money the Grantee has received.
- b) How the Grant Money has been distributed by the Grantee, including:
 - i. What companies or entities have utilized Grant Money,
 - ii. How much Grant Money each company or entity has received, and
 - iii. How each company or entity has used the Grant Money.
- c) An evaluation of the effectiveness of awarded grants in improving economic development in the county, including:
 - i. the number of jobs created,
 - ii. the infrastructure that has been created, and
 - iii. the capital improvements in the county.
- d) How much matching money has been utilized by the Grantee and what entities have provided the matching money, and
- e) Any other reporting, auditing, or post-performance requirements established by the State.

With request for final payment, Grantee shall submit a Final Report to the State. The Final Report shall address the following:

- a) Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Project Plan.
- b) A description and itemized report detailing how key activities and commitments were accomplished and identifying the deliverables with performance measures as outlined in Attachment C: Project Plan.
- 8. <u>SITE VISITS</u>: The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
- 9. <u>ACCESS TO DATA</u>: At State's request Grantee shall allow State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
- 10. <u>AUDIT</u>: Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
- 11. **STATE CONTACT PERSON:** The State designates the current Associate Director of the Center for Rural Development at GOEO or their successor and the Department Program Coordinator, as the contact persons at the Utah Governor's Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
- 12. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.



- 13. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract. Grantee agrees to pay any associated collection fees, court, attorney's fees and costs, incurred by the State in collection efforts or caused by the Grantee's breach of this Contract.
- 14. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

[The remainder of this page is intentionally left blank]

Item 14.

Contract Number: 240632205

ATTACHMENT C: PROJECT PLAN

SCOPE OF WORK:

The purpose of this study is to assess the needs, interests, desires, and skill sets of the households in San Juan County, as well as housing affordability or supply opportunities to stimulate community and economic development in the incorporated towns and adjacent communities. This is to be completed through new or expanded programs or businesses, the attraction of external funding, and collaborative efforts to re-envision existing facilities, common areas, and other resources. Specifically, identify current residents' housing and employment needs and those future needs of those who would choose to relocate to San Juan County if adequate housing or job options were available. The Assessment will encompass the entirety of San Juan County, including the Indigenous communities on Tribal Lands.

DELIVERABLES AND OUTCOME:

This assessment will provide data to assist San Juan County and communities within San Juan County in applying for funding sources to support affordable housing initiatives and community development. It will define the specific housing and infrastructure needs, identify resources to support the current population, and project growth for each area of San Juan County, including Aneth, Blanding, Bluff, Eastland-Ucolo, Fry Canyon, Halchita, Halls Crossing, La Sal, Mexican HatMontezuma Creek, Monticello, Navajo Mountain, Oljato-Monument Valley, Spanish Valley, Tselakai Dezza, and White Mesa.

Points Consultant will gather data for each community and county rural area, including, but not limited to, the number of residents, age, sex profiles, number of households and household size, and number of persons employed per community and household. They will also conduct population forecasting, examine poverty, homelessness, and sensitive populations such as the elderly, disabled, etc., identify concentrated areas of poverty, characterize the impoverished population, and identify housing policies that may cause poverty to be present in these areas.

Points Consulting will review the current housing inventory, identify housing conditions, ownership, type of dwelling, if a rental unit whether it is short or long term, age of units, multi-family units, neighborhood character available utilities, access to healthcare facilities, grocery stores, gas stations, childcare facilities, subsidized housing, planned or anticipated subsidized housing and other dwellings which serve as transitional and emergency housing. They will review planning and Zoning land use designations.

Currently, Energy Fuels and Lisbon Valley Mine have job openings for 80 employees whose average annual income is \$78,000 per hire with a total annual income of \$6,240,000. However, the county lacks the housing to meet their employment projections and needs and will use the assessment to create a strategy to meet those needs.

BUDGET:

Points Consulting provided a budget outlining the fixed cost for the analysis. Points Consulting considers this project to be a fixed-price engagement. In other words, the price to San Juan County will not vary based on Points Consulting's cost of labor or material resources to complete the analysis. Points Consulting intends to invoice the percentage of work completed on each task near the end of each month. The budget indicates the total cost per task along with the travel expenses. San Juan County will provide a 37% match with only 30% required match, with remaining funding from the County's General Fund.

Contract Number: 240632205

Table 1: Tasks and Costs	
Task	Cost
1. Housing Initiatives	\$28,340.00
2. Demographic, Geographic, and Economic Data	\$10,900
3. Housing Stock, Trends, and Projections	\$8,410
4. Market Analysis	\$7,440
5. Gaps and Barriers Assessment	\$14,020
6. Final Document and Presentation to Stakeholders	\$6,700
Data Expenses	\$850
Travel Expenses	\$7,640
Total	\$84,300.00

Item 14.

Contract Number: 240632205

ATTACHMENT D: QUALIFIED RURAL COUNTIES AND COMMUNITIES

Rural counties in the State of Utah of the third, fourth, fifth, or sixth class that have created and have an active CEO Board; or, a city, town, or metro township located within the boundaries of a rural county; or, a municipality with a population of 10,000 or less in a county of the second class with an active planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission are eligible to apply for the RCOG. Rural counties, by classification (State Code 17-50-501), are:

Counties of the Third Class (Population of 40,000 or more, but less than 175,000)

- Cache County
- Tooele County
- Box Elder County
- Iron County
- Summit County

Counties of the Fourth Class (Population of 11,000 or more, but less than 40,000)

- Uintah County
- Wasatch County
- Sanpete County
- Sevier County
- Carbon County
- Duchesne County
- San Juan County
- Millard County
- Morgan County
- Juab County

Counties of the Fifth Class (Population of 4,000 or more, but less than 11,000)

- Emery County
- Grand County
- Kane County
- Beaver County
- Garfield County

Counties of the Sixth Class (Population less than 4,000)

- Wayne County
- Rich County
- Piute County
- Daggett County

Qualified rural municipalities (incorporated municipalities within a county of the third, fourth, fifth, or sixth class) by classification (State code 10-2-301), are:

- A municipality with a population of 30,000 or more but less than 65,000 is a city of the third class
- A municipality with a population of 10,000 or more but less than 30,000 is a city of the fourth class
- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class
- A municipality with a population under 1,000 is a town

Item 14.

Contract Number: 240632205

Qualified incorporated municipalities in a county of the second class with populations of less than 10,000 are:

- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class
- A municipality with a population under 1,000 is a town

[The remainder of this page is intentionally left blank]

Item 14.

Contract Number: 240632205

ATTACHMENT E: COUNTY ECONOMIC OPPORTUNITY ADVISORY BOARD

"CEO Board" means a County Economic Opportunity Advisory Board as described in Utah Code Section 63N-4-803.

*Note: For a municipality to qualify for a RCOG it must have a functioning planning and zoning commission, or a duly organized municipal economic opportunity advisory board or commission, that will act under the same advisory requirements as a CEO Board.

Each rural county that seeks to obtain a RCOG shall create a CEO Board composed of at least the following members appointed by the county legislative body:

- a county representative,
- a representative of a municipality in the county,
- a workforce development representative,
- a private-sector representative, and
- a member of the public who lives in the county

The county legislative body may also appoint additional members with experience or expertise in economic development matters. In appointing members of the CEO Board, the county legislative body may consider gender and socioeconomic diversity.

Each CEO Board shall assist and advise the county legislative body on:

- 1. applying for a RCOG,
- 2. what projects should be funded by grant money provided to a rural county under the program, and
- 3. preparing reporting requirements for grant money received by a rural county under the program.

CEO Boards are subject to Utah Code § 52-4-101 through 52-4-305, and are expected to abide by ethics in governance, and conflict of interest practices.

Appointment and Terms of CEO Board Members

- 1. Appointment and Terms:
 - a. The county legislative body shall appoint each new member or reappointed member to a four-year term. It is encouraged that an appointed member of the CEO Board be limited to serving two (2) consecutive terms.
 - b. The county legislative body shall, at the time of appointment or reappointment, adjust the length of terms to ensure that the terms of advisory committee members appointed by the county legislative body are staggered so that approximately half of the appointed advisory committee members are appointed every two years.
- 2. The CEO Board shall elect a chair of the advisory board. It is encouraged that a CEO Board Chair serves for no more than two (2) consecutive years.
- 3. The CEO Board shall elect annually a vice chair from the advisory board's members.
- 4. When a vacancy occurs in the membership for any reason, the county legislative body shall appoint the replacement for the unexpired term.

.: 240632205 Item 14.

Contract Number: 240632205

5. A majority of the CEO Board constitutes a quorum for the purpose of conducting advisory board business and the action of a majority of a quorum constitutes the action of the advisory committee.

[The remainder of this page is intentionally left blank]



STAFF REPORT

MEETING DATE: January 31, 2024

ITEM TITLE, PRESENTER: Rural Opportunities Grant Contract, Elaine Gizler Economic Development

and Visitor Services

RECOMMENDATION: Business/Action

SUMMARY

San Juan County Economic Development and Visitor Services secured a Rural Opportunities Grant for \$51,000 toward the San Juan County Housing Assessment cost.

HISTORY/PAST ACTION

None

FISCAL IMPACT

San Juan County will receive \$51,000 from GOEO in Grant funding, and San Juan County will pay the balance of \$33,400



STAFF REPORT

MEETING DATE: February 06, 2024

ITEM TITLE, PRESENTER: Letter of Support for Southeast Utah Association of Local Governments

Aviation project with USU, Elaine Gizler, San Juan County Economic

Development and Visitor Services.

RECOMMENDATION: Consent

SUMMARY

The Carbon County Aviation Campus Workforce Development project was submitted by the Southeastern Utah Association of Local Governments through the Rural Communities Opportunity Grant. The Southeast Utah Association of Local Governments requests support for this project from the San Juan County Commission.

HISTORY/PAST ACTION

None

FISCAL IMPACT

None



February 1, 2024

Utah Governor's Office of Economic Opportunity 60 E S Temple St Suite 300 Salt Lake City, UT 84111

RE: Support of Carbon County's Aviation Campus Workforce Development Project

Director Ryan Starks:

San Juan County offers this letter of support for the Carbon County Aviation Campus Workforce Development project submitted by the Southeastern Utah Association of Local Governments through the Rural Communities Opportunity Grant. Though the project is located in Carbon County, the benefits of the partnership forged between Carbon County and Utah State University to expand the aviation mechanics program from the Logan campus to USU Eastern's campus by constructing hangar space at the Carbon County Airport extend across county lines.

San Juan County sees the project's success thus far as a win for workforce development in southeastern Utah. It approves SEUALG to move forward with submitting an application for Carbon County's Aviation Campus Workforce Development project.

Best regards,

Commissioner Jamie Harvey, Chair San Juan County Commission



STAFF REPORT

MEETING DATE: February 06, 2024

ITEM TITLE, PRESENTER: Letter of support for the San Juan County BDO Zone Designation,

Elaine Gizler, San Juan County Economic Development Director

RECOMMENDATION: Consent

SUMMARY

We are requesting the approval of a Letter of Support to apply for the BDO Zone Designation. The economic benefit of the clean energy transition. Bio-manufacturing will provide an influx of clean energy opportunities for our area. It will also offer our local Sawmills the opportunity for growth and expansion, and create new jobs.

HISTORY/PAST ACTION

None

FISCAL IMPACT

None



January 24, 2024

Michele Weaver, State Director USDA Rural Development Wallace F. Bennett Federal Building 125 South State, Room 4311 Salt Lake City, UT 84138

Dear Ms. Weaver,

San Juan County supports the Southeastern Utah Association of Local Government's FY2024 Rural Business Development Grant application for the designation of a BDO Zone for Monticello, San Juan County.

The designation of Monticello as a BDO Zone and the Four Corners Area would positively impact our area. Having this designation for San Juan County would provide opportunities for Economic Development.

San Juan County and the surrounding area have several Sawmills that would benefit from this designation. It would provide additional revenue to an area that is one of the poorest in Utah.

This designation would also increase production at the Sawmills and increase available local jobs.

Respectfully,

Jamie Harvey, Commission Chair

San Juan County, Utah Commission



COMMISSION STAFF REPORT

MEETING DATE: February 20, 2024

ITEM TITLE, PRESENTER: Rainbow Sign and Banner, Inc Contract for San Juan County Wayfinding

Signs, Elaine Gizler San Juan County, Economic Development and Visitor

Services Director

RECOMMENDATION: Action

SUMMARY

This contract from Rainbow Sign and Banner Inc. is for the production and installation of the "Welcome To San Juan County" signs following UDOT specifications. The total price quoted is \$22,448.43 for the project, including the travel time from St. George. Rainbow is contracted with UDOT for the sign projects.

HISTORY/PAST ACTION

None

FISCAL IMPACT:

San Juan County has been granted \$25,000 from the Utah Office of Tourism EDA/ARPA Grant

CONTRACT

RAINBOW SIGN & BANNER, INC., a Utah corporation, as "seller", sells to the undersigned, "purchaser", the property described on the accompanying documentation hereof on the following terms:

a. Total price \$22,448.43, payable as follows: \$11,224.22 down, upon signing of this agreement, and the balance of \$11,224.21 plus tax (if applicable) upon installation. All past due payments shall bear interest at 18%.

Deposit Payment Received Date:_____ Amount \$_____ Check #____ Signed_____

- b. THE PURCHASER SHALL FURNISH THE FOLLOWING:
 - o All locations surveyed and marked prior to installation.
- d. Title shall remain with seller until full price is paid.
- e. The sales agent has no authority to make any representations not included herein. This agreement shall not be binding on seller until signed by an executive officer of seller.
- f. Seller guarantees property against defects in material and workmanship for a period of 365 days after installation but makes no other guarantees.
- g. The property, after delivery (or installation, if provided for), shall be at the risk of the purchaser shall be liable for all loss, damage, taxes, insurance, license fees and charges against the property; and loss, destruction, seizure of the sign for debts or taxes or other charges against purchaser shall not release him from full payment as provided in this agreement.
- h. Seller will not be responsible for electric or electronic interference, unless the same is shown to be caused by or contributed to by Seller..
- i. No waiver by either party of non-performance of any term hereof shall be considered a waiver of any subsequent non-performance.
- j. Time is of the essence of this agreement, an, if the purchaser defaults in payments or fails to comply with any other term of this agreement, or in case bankruptcy receivership or other insolvency proceedings are commenced by or if purchaser destroys, removes, misuses, or abuses the property sold to him, before it is paid for, the seller may either:
 - 1. Take possession of said property without demand or legal process, with the right to enter purchaser's property to do so, and, in that event shall retain all payments made as liquidated damages and all rights of purchaser to said property, or under this contract, shall cease and terminate.
 - 2. Or seller may declare all unpaid amounts under said contract forthwith due and payable and may proceed to collect the same in any manner seller sees fit. Acceptance of partial payment after said declaration shall not void the declaration.
- k. In the event it should become necessary for seller to bring suit for payments, hire a collection agency or to enforce any other rights under this contract, venue may be laid in Washington County, Utah at seller's option: and, in any such suit purchaser agrees to pay a "fair-to-both-sides" attorney's fee and collection agency fee.
- l. This agreement is accepted by purchaser subject to delay in delivery or performance by seller due to strikes, breakage or other unforeseen commercial delays.

SELLER: F	RAINBOW SIGN & BANNER, INC.	PURCHASER:Company Name
Salespers	on:	By Purchaser's Representative (<i>Please Print Name</i>)
Accepted	by Rainbow Sign & Banner, Inc.	Personally, jointly and severally responsible for credit so extended
Date	Title	DateTitle



CUSTOMER RESPONSIBILITIES

& Installation Checklist

Customer has signed off on exact location of frees	standing sign(s)	
Customer has confirmed exact location of property	y lines	<u>_</u>
Customer acknowledges that excavation estimate conditions. If applicable, additional time and/or ed Exceptionally rocky soil or solid bedrock may require equipment.	quipment rental may be needed.	
Customer acknowledges that Rainbow Sign & Bank not responsible for damage during excavating to la underground utilities <i>not included</i> in the markings representatives. ie: Gas, water, sewer, power, spri	andscaping, vegetation or made by blue-stake	
SELLER: RAINBOW SIGN & BANNER, INC.	PURCHASER:	
CELETT. TANDOW GIOW & DANVILLE, INC.	Company Name	-
Salesperson:	By Purchaser's Representative (Please Print Name)	
Acconted by		



Rainbow Sign & Banner, Inc.

Date____Title____

Date____Title____

Personally, jointly and severally responsible for credit so extended



Rainbow Sign & Banner

181 East Riverside Drive St. George, UT 84790 Ph: (435) 628-5107 FAX: (435) 628-0499 Email: info@rainbowsign.net

Web: https://rainbowsign.net



Page 1 of 1

Created Date: 1/11/2024 12:29:00PM Prepared For: San Juan County Salesperson: Malinda Sanders Contact: Elaine Gizler Email: malinda@rainbowsign.net Office Phone: (435) 587-3235 N/A Office Phone: (435) 628-5107 Fax: (435) 862-7643 Email: egizler@sanjuancounty.org **Cell Phone:** 117 South Main Street Malinda Sanders Address: Entered by: Post Office Box 490 Monitcello, UT 84535

Description: San Juan County Wayfinding Project - Large Welcome Sign

		Quantity	Unit Price	Subtotal	Tax	Total
1	Product: Highway Signs Description: 90" x 58" Large Welcome Sign	4	\$3,320.61	\$13,282.44	\$0.00	\$13,282.44

.080 Alum with Diamond Grade Reflective Z-Bar Mounting Included

Two (2) B3 Slipbases and Two (2) P4 Posts

4 Ea.,

Product: Installation. Highway 1 \$4,247.99 \$4,247.99 \$0.00 \$4,247.99

Description: Installation of Four (4) Double Post Signs on Concrete Foundation

INSTALLATION DISCLAIMER:

- If applicable, difficult excavation may result in additional time ie: exceptionally rocky soil or solid bedrock. Should this issue arise, we will coordinate with you at the time of excavation.
- If applicable, we are not responsible for damage to irrigation lines or sprinkler wiring when excavating in landscaped areas.

		Quantity	Unit Price	Subtotal	Tax	Total
3	Product: Mobilization & Travel-Installation	1	\$4,918.00	\$4,918.00	\$0.00	\$4,918.00
J	Description: Mobilization and travel charges inclu	ıdina per diem	and hotel charges when applicable			

MOBILIZATION DISCLAIMER:

- Includes two (2) "Trip Charge or Mobilization" to the job site. If additional trips are required it will be treated as a "Change Order" and billed as a separate line item or separate order, whichever you prefer. A Change Order for an additional "Mobilization" will occur when we arrive on the job site as scheduled and find the site "not ready" for signs or we are unable to access the site with our trucks because of construction issues that are out of our control.

	Most prices valid for 30 days - Steel or Aluminum Please note, a credit card convenience fee of 29				
			Subtotal:		\$22,448.43
			Total:		\$22,448.43
			Deposit Required:		\$11,224.22
Payment Terms:	BALANCE DUE UPON RECEIPT - Interest of balance. Thank YouWe appreciate your business! - F will be added to payments over \$3000	·			
Client Reply F	Request				
Estimate Accept	ed "As Is". Please proceed with Order.	Other:			
Changes require	d, please contact me.	SIGN:		Date:	1 1

Print Date: 1/12/2024 11:12:48AM \\sql2017-2020\cyrious\Control\Reports\RSB - Estimate01.rpt

Tax ID: 87-

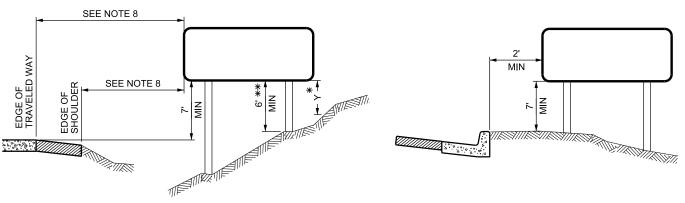


.080 ALUMINUM WITH TYPE 11 REFLECTIVE SHEETING FULL COLOR CUSTOM PRINTED LOGO INCLUDES Z-BAR AND MOUNTING HARDWARE TWO (2) P4 POSTS AND TWO (2) B3 SLIPBASES

* INSTALLATION OPTIONAL *

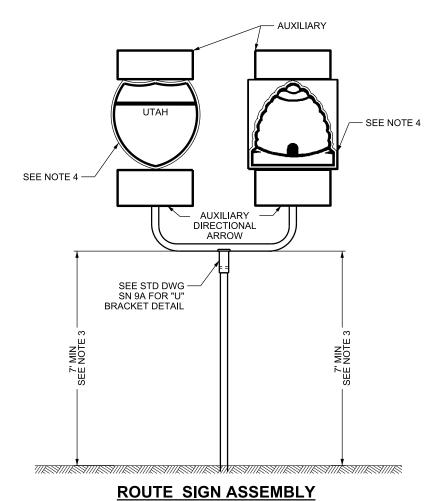
COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALL-OUTS FOR MORE ACCURATE COLOR SPECIFICATIONS



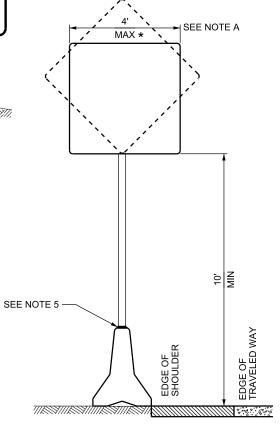


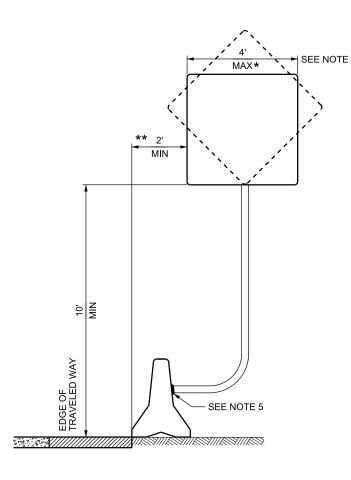
MULTIPLE SUPPORT SIGNS

- * Y= 3 FT MIN GROUND TO ANY POINT OF SIGN PANEL OUTSIDE OF CLEAR ZONE
 - ** 7 FT MIN WITHIN CLEAR ZONE



ROUTE	SIGNS MIN SI	ZE
	1 & 2 DIGIT (INCHES)	3 DIGIT (INCHES)
FREEWAY & EXPRESSWAY	36 x 36	45 x 36
CONVENTIONAL	24 x 24	30 x 24





MEDIAN BARRIER MOUNT

SHOULDER BARRIER MOUNT

- * INCLUDES 4 FT x 4 FT DIAMOND WARNING SIGN
- ** MINIMUM DISTANCE REDUCED TO 1 FT- 2 INCHES FOR 4 FT x 4 FT DIAMOND SIGN

NOTES

- 1. PLACE NEAR EDGE OF SIGNS A MINIMUM OF 6 FT FROM TRAFFIC FACE OF BARRIER WHEN PLACED BEHIND BARRIER.
- PROVIDE A 7 FT MIN MOUNTING HEIGHT FOR ALL SIGNS AND PLAQUES WHEN SIGN ENCROACHES 4 INCH OR MORE LATERALLY ABOVE PEDESTRIAN WALKWAY.
- 3. SIGN MINIMUM MOUNTING HEIGHT IS SHOWN. MAXIMUM MOUNTING HEIGHT IS 1 FT ABOVE MINIMUM MOUNTING HEIGHT.
- 4. MOUNT PRIMARY ROUTE SIGNS AT SAME HEIGHT.
- 5. REFER TO SN 14 SERIES STD DWGS FOR MEDIAN AND SHOULDER BARRIER SIGN MOUNTING BRACKET DETAILS.
 - SEE STD DWG SN 15B2 TO DETERMINE POST SIZES.
 - MOUNT THE LOWEST SIGN IN THE ROUTE SIGN ASSEMBLY AT THE HEIGHT PRESCRIBED FOR SINGLE SIGNS.
- INSTALL SIGNS 15 FT FROM TRAVELED WAY OR 6 FT FROM THE EDGE OF PAVEMENT, WHICHEVER IS GREATER.

DESIGN-ONLY NOTES:

A. NO LIMIT TO SIGN WIDTH WHEN SIGN MOUNTING HEIGHT IS 17 FT OR HIGHER.

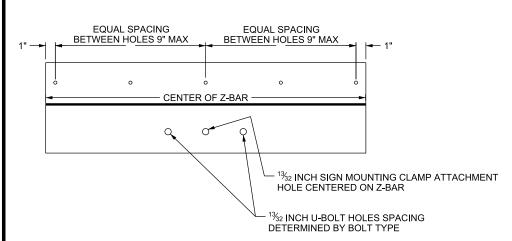
PLACEMENT OF GROUND MOUNT AND BARRIER MOUNT SIGNS

UTAH DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION SALT LAKE CITY, UTAH

Standard Drawing

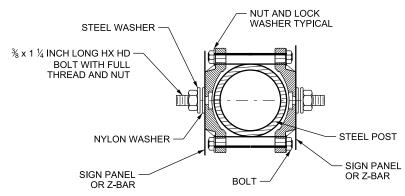
2023

SN 2 266



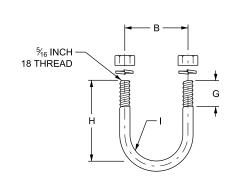
% x 1 ¼ INCH LONG BOLT -BOLT WITH FULL THREAD AND NUT STEEL WASHER NYLON WASHER NUT AND LOCK WASHER TYPICAL SQUARE BOLT STEEL SIGN POST

TYPICAL SINGLE BRACKET



TYPICAL BACK TO BACK

P1 AND P2 BOLT LENGTH % x 4 INCH LONG P3, P4, & P5 BOLT LENGTH % x 4 % INCH LONG WITH STEEL LOCK WASHER AND NUT



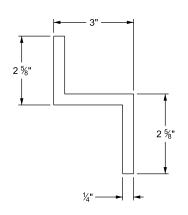
U-BOLT

USE $\frac{1}{32}$ OR $\frac{5}{16}$ INCH DIA U-BOLTS.

USE AMERICAN STANDARD REGULAR SEMI-FINISHED HEX NUTS AND LOCKWASHERS.

USE A U-BOLT WITH A "H" LENGTH OF 4 1/2 INCH WHEN SIGN PANEL HAS Z-BAR. MOUNT SIGN PANEL DIRECTLY TO SIGN SUPPORT. NO MOUNTING

Z-BAR DETAIL



Z-BAR END VIEW

Z-BAR ASTM B 221-6061T6

DIMENSIONS FOR STEEL CLAMP

3 ¾₆

3 ¹1/₁₆

4 1/4

4 ½

2 %

3 %

DIMENSIONS FOR MOUNTING CLAMPS

POST TYPE	Α	В	С	D	E	F	Н	I	L	R1	R2
P1 - P2	3 ¾	2 ¾	1 ½	1 1/8	1/2	3⁄ ₁₆	1	2 ¹ ½ ₁₆	1 1/32	1 1/4	1 3/16
P3 - P4 - P5	4 1/4	3 1/4	2	1 1/4	1/2	1/4	1	3 ¾6	1 ¹ 5⁄ ₃₂	1 ½	1 7/16

GA

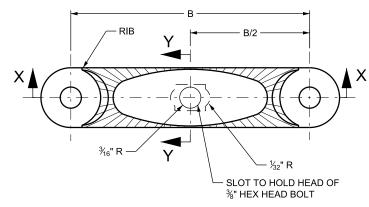
12

12

Ν

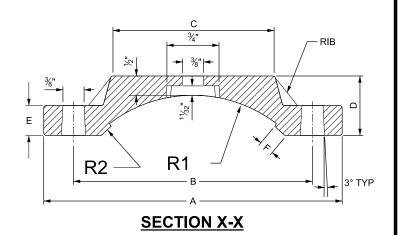
STEEL CLAMP

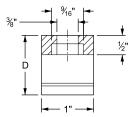
SIGN MOUNTING CLAMP FOR SOCKET OR SLIPBASE



PIPE CLAMP CASTING

PIPE CLAMP CASTING: ASTM B 85 OR ALUMINUM ALLOY ANSI 360.0





SECTION Y-Y

NOTES:

- USE GALVANIZING CONFORMING TO ASTM A 135 FOR ALL COMPONENTS NOT MADE FROM ALUMINUM.
- REFER TO STD DWG SN 9A FOR SIGN MOUNTING REQUIREMENTS.

Item 17. TRANSPORTATION
AND BRIDGE CONSTRUCTION Standard Drawing Ю UTAH DEPARTMENT STANDARD DRAWINGS FOR RC 2023

TUBULAR STEEL SIGN MOUNTING HARDWARE

SN \$ 267

POST TYPE

P1 - P2

P3 - P4 - P5

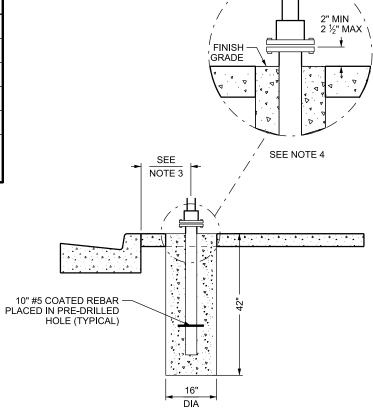
SIZE

3 1/4

4 13/16

s	-	 	LEC APP		-	N
		SIG	ı WII	DTH	(FT.)
		2	2.5	3	4	5
	1				P3	P3
	2				Р3	P3
(FT)	2.5				Р3	P3
GHT	3				P4	P4
Ħ	4				P4	P4
SIGN HEIGHT(FT.)	5	P3	РЗ	P4	P4	P5
0)	6	P3	P3	P4	P5	P5
	7	P3	P3	P4	P5	P5

D		POS LE F				-	N		
			SIGN WIDTH (FT.)						
		5	6	7	8	9	10		
	2	РЗ	P3	P3	P3	P3	P3		
T.)	3	РЗ	P3	P3	P3	P4	P4		
HT(F	4	РЗ	P3	P4	P4	P4	P4		
SIGN HEIGHT(FT.)	5	P4	P4	P4	P4	P5	P5		
NE	6	P4	P4	P5	P5	P5	P5		
SIC	7	P4	P5	P5	P5	P5			
	8	P5	P5	P5	P5				



SLIPBASE DETAIL FOR SIDEWALK

SEE SN 15B1 SLIPBASE CASTING CLASS B(AE) CONCRETE 10" #5 COATED REBAR PLACED IN PRE-DRILLED HOLE (TYPICAL)

2 ½" MAX

SLIPBASE GROUND STUB FOUNDATION DETAIL

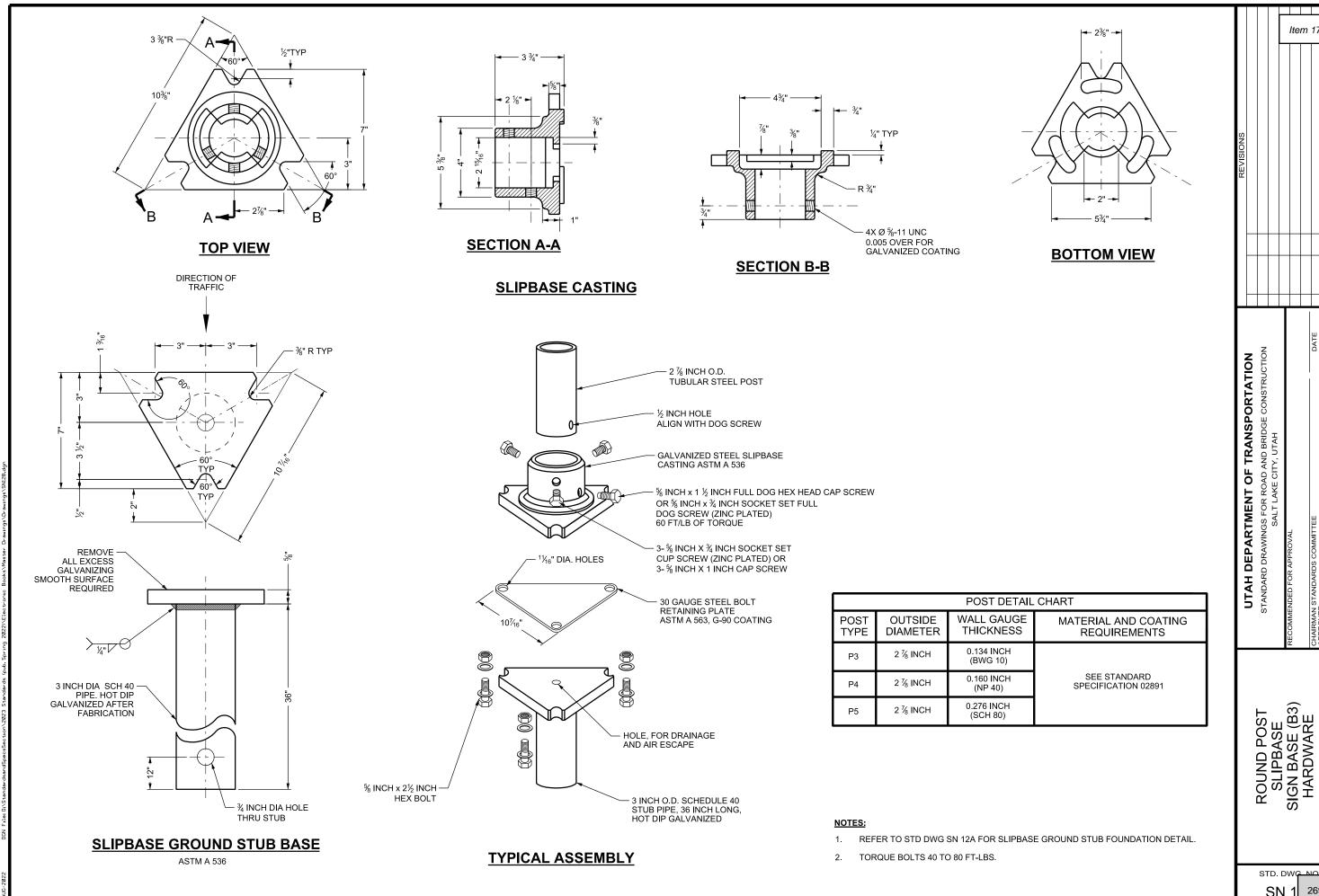
APPLIES TO SINGLE AND DOUBLE POST APPLICATIONS

NOTES:

- 1. REFER TO STD DWG SN 12B FOR POST REQUIREMENTS.
- 2. REFER TO SN 9 SERIES STD DWGS FOR MOUNTING AND HARDWARE REQUIREMENTS.
- 3. REFER TO SN 2 SERIES STD DWGS FOR HEIGHT AND OFFSET REQUIREMENTS.
- 4. CORE DRILL SLIPBASE HOLE. INSTALL SLIPBASE AFTER PLACEMENT OF FINISHED GRADE.
- 5. PLACE TOP OF SLIPBASE STUB FLUSH WITH TOP OF THE ISLAND, WITH A TOLERANCE OF $+\frac{1}{3}$ INCH, FOR ISLAND INSTALLATION (DO NOT PLACE BELOW TOP OF CURB).
- USE THE LOWER VALUE WHEN THE SIGN WIDTH OR HEIGHT FALLS BETWEEN TWO VALUES, FOR POST AND SPACING REQUIREMENTS.
- ALLOW FOR 7 DAY CURE TIME BEFORE INSTALLING SIGN POST. PRECAST SIGN FOUNDATION MAY BE USED.
- SEE STD DWG SN 15F FOR BREAKAWAY SUPPORT STUB HEIGHT MEASUREMENT.

					REVISIONS
	OLAH DEPAKIMENI OF IKANSPOKIATION	-	2/22/18 CC	GW AD	2/22/18 CGW ADDED NOTE A AND POST SIZES TO SMALLER SIGNS IN TABLES. UPDATED SHEET TI
רטאמחוט	STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION	2	04/30/20 J	W MA	04/30/20 JW MASH AND CONCRETE UPDATE
OLIPBASE	SALT LAKE CITY, UTAH				
SIGN BASE (B3)					
	RECOMMENDED FOR APPROVAL				
INO FALLA I ON					
	CHAIRMAN STANDARDS COMMITTEE DATE				
	2023 Standard Drawing				
D DRAWING TITLE	DEPUTY DIRECTOR DATE	Ŏ.	NO. DATE AP	APPR.	REMARKS

SN 1 268



269 SN 1

Item 17.

Standard Drawing

2023



COMMISSION STAFF REPORT

MEETING DATE: February 20, 2024

ITEM TITLE, PRESENTER: Letter of Support for Seerstone Development LLC, Presented by Elaine

Gizler, San Juan County Economic Development and Visitor Services

Director

RECOMMENDATION: Consent

SUMMARY

This letter supports Seerstone Development LLC, the project for Lisbon Valley Graphite for Commercial-scale Domestic Processing of Battery Material Precursors, for Seerstone to apply for the Department of Entergy Grant application. If Seerstone secures the grant, this project would potentially bring 40 full-time jobs to San Juan County after its completion.

HISTORY/PAST ACTION

None

FISCAL IMPACT

None



January 16, 2024

This letter supports Seerstone Development LLC, the project for Lisbon Valley Graphite for Commercial-scale Domestic Processing of Battery Material Precursors. The overall project will be to build, own, and operate a commercial-scale green graphite plant utilizing CO2 emitted from an existing, fully operational natural gas processing plant. This project will be the cleanest, lowest emissions graphite available in the market.

The location for this project is in San Juan County, Utah, and can potentially bring additional employment positions to the area. In the operating phase, this project could employ as many as 40+ FTEs at industry-competitive wages. San Juan County needs this employment opportunity.

In addition, this project at the site of an already operating natural gas processing plant will be the first of its kind to produce commercial quantities of green carbon and graphite with a CO2 feedstock.

San Juan County is fully supportive of this project.

Respectfully,

Jamie Harvey, Commission Chair

San Juan County, Utah Commission

ORDINANCE 2024-02

AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE AND GENERAL UTILITY EASEMENT TO ROCKY MOUNTAIN POWER

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of **San Juan County** (the "County") and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the County;

WHEREAS, the County, pursuant to the provisions of Utah Code Ann. § 17-50-306 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;

WHEREAS, the County desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the County;

NOW, THEREFORE, be it ordained by the County:

SECTION 1. Grant of Franchise and General Utility Easement. The County hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including County parks, buildings or other spaces not associated with County-owned rights-of-way (collectively referred to herein as "Public Ways") within the County, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the County and persons and corporations beyond the limits thereof.

SECTION 2. <u>Term.</u> The term of this Franchise and General Utility Easement is for Twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the County, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the County Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the County shall be nonexclusive and the County reserves the right to use the Public Ways for itself

or any other entity that provides service to County residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. County Regulatory Authority. In addition to the provision herein contained, the County reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or County Ordinance.

SECTION 6. <u>Indemnification</u>. The County shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the County harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the County, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The County shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the County seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the County harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the County or any of its officers or employees.

SECTION 7. Annexation.

- 7.1 Extension of County Limits. Upon the annexation of any territory to the County, the rights granted herein shall extend to the annexed territory to the extent the County has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.
- 7.2 Notice of Annexation. When any territory is approved for annexation to the County, the County shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the County's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center Attn: Annexations P.O. Box 400 Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power Attn: Office of the General Counsel 1407 West North Temple, Room 320 Salt Lake County, UT 84116

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

- **8.1** All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and county laws, codes and regulations.
- **8.2** Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the County as may be required by the County's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the County, and the County may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.
- **8.3** All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the County and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the County.
- **8.4** If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the County) replace and restore it in as good a condition as existed before the work commenced.
- **8.5** In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by County ordinance.
- 8.6 The County shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for County wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the County for a public essential purpose and shall include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the County shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same.

Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. County attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, County attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the County's expense, such attachments to ensure compliance with this Section 8.6 and to require the County to remedy any defective attachments.

- 8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the County. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the County of such work by written notice and shall allow the County, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the County will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.
- **8.8** Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the County shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The County reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the County. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the County shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the County.

The County shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. <u>Subdivision Plat Notification.</u> Any developer or owner desiring to connect to a Rocky Mountain Power Distribution System shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. Approval shall not be a condition by the County of subdivision plat approval. A copy of the plat shall be mailed by the owner or developer for approval to Rocky Mountain Power:

Rocky Mountain Power Attn: Estimating Department 320 North 100 West Moab, Utah 84532

SECTION 11. <u>Vegetation Management.</u> Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the County either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the County as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 13. <u>No Waiver.</u> Neither the County nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the County shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage. pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 15. <u>Amendment.</u> At any time during the term of this Franchise, the County through its County Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the County and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the County pursuant to or concerning this Franchise shall be delivered to the County Clerk/Auditor's Office. Unless otherwise specified herein, all notices from the County to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Regional Business Management Director, Rocky Mountain Power, 70 North 200 East, American For, Utah, 84003, and such other office as Rocky Mountain Power may advise the County of by written notice.

SECTION 17. <u>Severability.</u> If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

PASSED by the Board of Commissioners of the County of San Juan, Utah this 6^{th} day of February 2024.

	COUNTICOMMISSIONER
ATTEST:	
	_
COUNTY CLERK/AUDITOR	

COUNTY COMMISSIONER

	CONTRACT TRANSMITTAL		Contract No.
Driginal			
Prepare in triplicate			
Forward in duplicate		<u> </u>	45 Na - 05
		Date:	15-Mar-05
Mail To: 🎩		From:	Alene Bentley
RECORDS MANAGEMENT			OUC 2300
1050 LCT			801.220-4437
Attached is original contract or contract am	nendment, correspondence or cancella	tion as attachment in	dicates.
		o original contract	г,
Company/Name Contracting with Purpose Date of Execution Type of Contract	San Juan County, UT franchise renewal Oct. 27, 2004 Franchise Ordinance		
CORRESPONDENCE OR CANCI Company/Name Contracting with Purpose Date of Execution Type of Contract Term of Contract Cross References	San Juan County, UT franchise renewal Oct. 27, 2004		
Company/Name Contracting with Purpose Date of Execution Type of Contract Term of Contract	San Juan County, UT franchise renewal Oct. 27, 2004 Franchise Ordinance		
Company/Name Contracting with Purpose Date of Execution Type of Contract Term of Contract Cross References Cancellation of Contract:	San Juan County, UT franchise renewal Oct. 27, 2004 Franchise Ordinance		
Company/Name Contracting with Purpose Date of Execution Type of Contract Term of Contract Cross References Cancellation of Contract: Date	San Juan County, UT franchise renewal Oct. 27, 2004 Franchise Ordinance 20 yrs 10/27/2024	. Dull	Cost Center:
Company/Name Contracting with Purpose Date of Execution Type of Contract Term of Contract Cross References Cancellation of Contract: Date Reason	San Juan County, UT franchise renewal Oct. 27, 2004 Franchise Ordinance 20 yrs 10/27/2024		

	CONTRACT TRANSMITTAL		Contract No
Original			
Prepare in triplicate			
Forward in duplicate		_	
		Date:	15-Mar-05
Mail To:		From:	Alene Bentley
RECORDS MANAGEMENT			OUC 2300
1050 LCT			801.220-4437
Attached is original contract or contract an	nendment, correspondence or cancellat	tion as attachment in	idicates.
	or certified copy of original signed co		
Amendment, modification Cancellation of contract	, and/or pertinent correspondence to	original contract	
Cancenduon of Contract			
COMPLETE FOR EACH ORIGINA	AL CONTRACT OR CONTRAC	T AMENDMEN	Т,
CORRESPONDENCE OR CANC			
Company/Name Contracting with	San Juan County, UT		
Purpose	franchise renewal		
Date of Execution	Oct. 27, 2004		
Type of Contract	Franchise Ordinance		
Term of Contract	20 yrs 10/27/2024		
Cross References			
			
Cancellation of Contract:			
Date			
Reason	•		Water and the second se
Department Initiating Contract:	D.	Dull	Cost Center:
Signed:	7. Suil.		
orgined.	- fe-ming		

AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE AND GENERAL UTILITY EASEMENT TO PACIFICORP

WHEREAS, PacifiCorp, an Oregon corporation, d.b.a. Utah Power ("PacifiCorp"), is a regulated public utility that provides electric power and energy to the citizens of San Juan County (the "County") and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the County;

WHEREAS, the County desires to set forth the terms and conditions by which PacifiCorp shall use the public ways of the County;

NOW, THEREFORE, be it ordained by the County:

SECTION 1. Grant of Franchise and General Utility Easement. The County hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as "Public Ways") within the County, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the County and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the County, PacifiCorp shall file an unqualified written acceptance thereof, with the County Clerk, otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the County shall be nonexclusive and the County reserves the right to use the Public Ways for itself or any other entity that provides water or sewerage service to County residences; provided, however, that such use shall not unreasonably interfere with PacifiCorp's Electric Facilities or PacifiCorp's rights and granted herein.

SECTION 5. County Regulatory Authority. In addition to the provision herein contained, the County reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the law of Utah or County Ordinance.

SECTION 6. Indemnification. The County shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the County harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the County, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The County shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the County seeks indemnification hereunder; and (b) unless in the County's judgment a conflict of interest exists between the County and PacifiCorp with respect to such claim, demand or lien, permit PacifiCorp to assume the defense of such claim, demand, or lien with counsel satisfactory to County. If such defense is not assumed by PacifiCorp, PacifiCorp shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the County harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the County or any of its officers or employees.

SECTION 7. Plan, Design, Construction and Installation of Company Facilities.

- 7.1 All Electric Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and County laws, codes and regulations.
- 7.2 Except in the case of an emergency, PacifiCorp shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the County which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the County, and the County may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding the foregoing, PacifiCorp shall not be obligated to obtain a permit to perform emergency repairs.
- 7.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the County and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the County.

- 7.4 If, during the course of work on its Electrical Facilities, PacifiCorp causes damage to or alters the Public Way or public property, PacifiCorp shall (at its own cost and expense and in a manner approved by the County) replace and restore it in as good a condition as existed before the work commenced.
- 7.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, PacifiCorp shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by County ordinance.
- The County shall have the right without cost to use all poles and suitable overhead 7.6 structures owned by PacifiCorp within Public Ways for County wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the County for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the County shall be in such a manner as to prevent safety hazards or interferences with PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size, or alter the manner in which PacifiCorp attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. County attachments shall be installed and maintained in accordance with the reasonable requirements of PacifiCorp and the current addition of the National Electrical Safety Code pertaining to such construction. Further, County attachments shall be attached or installed only after written approval by PacifiCorp.
- 7.7 PacifiCorp shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the County. Before installing new underground conduits or replacing existing underground conduits, PacifiCorp shall first notify the County of such work and shall allow the County, at its own expense, to share the trench of PacifiCorp to lay its own conduit therein, provided that such action by the County will not unreasonably interfere with PacifiCorp's Electric Facilities or delay project completion.
- 7.8 Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the County shall give written notice to PacifiCorp.

SECTION 8. Relocations of Electric Facilities.

8.1 The County reserves the right to require PacifiCorp to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the County. Within a reasonable period of time after written notice, PacifiCorp shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the County shall, with the assistance and consent of PacifiCorp,

identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the County. The County shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of PacifiCorp to obtain reimbursement.

8.2 PacifiCorp shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to the developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition or caused by a private development.

SECTION 9. <u>Subdivision Plat Notification</u>. Before the County approves any new subdivision and before recordation of the plat, the County shall mail notification of such approval and a copy of the plat to PacifiCorp:

PacifiCorp
Attn: Right-of-Way Department
1407 West North Temple
Salt Lake County, UT 84106

SECTION 10. Trees and Trimming. PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with PacifiCorp's Electrical Facilities. Such pruning shall comply with the American National Standard for Tree Cure Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 11. Renewal. At least 120 days prior to the expiration of this Franchise, PacifiCorp and the County shall agree to either extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. PacifiCorp shall have the continued right to use the Public Ways of the County as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 12. No Waiver. Neither the County nor PacifiCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 13. Transfer of Franchise. PacifiCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the County shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of PacifiCorp's mortgage(s) shall not constitute a transfer or assignment.

SECTION 14. Amendment. At any time during the term of this Franchise, the County through its County Commission, or PacifiCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the County and PacifiCorp and formally adopted as an ordinance amendment.

SECTION 15. Non-Contestability-Breach of Contract.

- 15.1 Neither the County nor PacifiCorp will take any action for the purpose of securing modification of this Franchise before either the Public Service Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacifiCorp be precluded from seeking relief from the Courts in the event Public Service Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.
- 15.2 In the event PacifiCorp or the County fails to fulfill any of their respective obligations under this Franchise, the County, or PacifiCorp, whichever the case may be will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.
- SECTION 16. Notices. Unless otherwise specified herein, all notices from PacifiCorp to the County pursuant to or concerning this Franchise shall be delivered to the County Clerk's Office. Unless otherwise specified herein, all notices from the County to PacifiCorp pursuant to or concerning this Franchise shall be delivered to the Executive Vice President of Utah Power & Light Company at 201 South Main, 23rd Floor, Salt Lake City, Utah 84111 and such other office as PacifiCorp may advise the County of by written notice.
- SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any

other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. Effective date. This ordinance shall become effective as soon as it shall be published or posted as required by law, deposited and recorded in the office of the County Clerk, and accepted as required herein.

PASSED by the San Juan County Commission this 18 day of october, 2004.

fym TISleven

Lynn H, Stevens, Chairman San Juan County Commission

COUNTY CLERK

Norman L. Johnson, Clerk-Auditor

One Utah Center 201 South Main Stre Salt Lake City, UT 84111 (801) 220-4205 (801) 220-4804 Fax richard.walje@pacificorp.com



October 22, 2004

To the Honorable Mayor and City Council of Smithfield, Utah

Gentlemen/Ladies:

PacifiCorp, doing business as Utah Power, hereby accepts the ordinance passed by your Honorable Body on the 22nd day of September 2004 entitled:

"AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT
TO
PACIFICORP"

according to all its terms and conditions and files this, its written acceptance, in accordance with the requirements of said ordinance.

Very truly yours,

PACIFICORP, doing business as UTAH POWER

A. Richard Walje

Executive Vice President

WITNESS:

36 USC 220506

Proud Sponsor of the



COMMISSION STAFF REPORT

MEETING DATE: February 6, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Standard Contract Agreement with

ETJLaw, Inc. for Bond Counsel Services. Mack McDonald, Chief

Administrative Officer

RECOMMENDATION: Make a Motion Approving the County Standard Contract Agreement.

SUMMARY

On December 28, 2023, I issued the to the Request for Proposal for the contracted services for a firm or individual to act as Bond Counsel for the San Juan County Municipal Building Authority for the issuance of Non-Voted Lease Revenue Bond, Series 2024, pursuant to the provisions of the Constitution and applicable laws of the State of Utah which authorize their issuance.

Based on the response to the Request for Proposal, ETJLaw, Inc. is the apparent most responsive and responsible bid. In total, we received four proposals to the request with varying ranges in cost and experience. Based on review of the proposals, ETJLaw, Inc was the most responsive and responsible proposal.

Total costs for the Bond Counsel Services proposed is not to exceed \$6,000.00.

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:	ETJLaw, Inc.	Contact Phone Number:	801-520-5333
Contact Person:	Eric Johnson	Contact Email Address:	eric@publicprivatelaw.com
Address:	P.O. Box 831	Type of Service:	San Juan County Bond Counsel
	Pleasant Grove, Utah 84062		Services

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

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

Whereas, the Service Provider responded to the December 28, 2023 Request for Proposal, issued for the contracted services to perform Bond Counsel Services for San Juan County Municipal Building Authority for the issuance of Non-Voted Lease Revenue Bond, Series 2024; and

Whereas, based on the response to the Request for Proposal, ETJ Law, Inc. is the apparent most responsive and responsible proposal; and

Whereas, a Notice of Award was entered into and executed on January 21, 2024 for these services described in the Scope of Work in the Request for Proposal; and

The parties therefore agree as follows:

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

It is anticipated that a full complement of professional bond counsel services shall be provided by the Service Provider for the issuance of a Lease Revenue Bond, Series 2024 for the Renovation and Expansion of the San Juan County Public Safety Building located in Monticello, Utah. In conjunction with the requirements of the Utah Permanent Community Impact Fund Board Loan and Grant Funding to the Local Building Authority of San Juan County, State of Utah. These services shall include, but not necessarily be limited to, those outlined as follows:

Consultation and Coordination with San Juan County Chief Administrative Officer, County Clerk/Auditor and County Attorney in preparation of the Bonding Documents and preparation of said documents.

Creation of necessary Bonding Documents including notices and collection of appropriate signatures.

Coordination with the Community Impact Fund Board's Bond Attorney, Bill Prater.

Bonding Documents include, but are not limited to Resolutions, Master Resolutions, Lease Agreements, Deeds, Bond Counsel Opinions, Certificates, Policies, Opinions and Agreements.

Final preparation and culmination of the Transcript of Proceedings in both bound and digital formats.

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 in accordance with hourly rate of \$150.00 an hour with a not to exceed contracted amount of \$6,000 (Six Thousand Dollars and No/100) as indicated in "Exhibit A" Proposal.
- 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.

Item 20.

3. Effectiveness, Date, and Termination. This contract will become effective when all parties have signed it. The dat 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 30, 2024 at 11:59 p.m.

San Juan County, at its discretion, may utilize the Service Provider's services either routinely, infrequently or on an as needed basis, depending on workflow and based on citizen's needs.

4. Early Termination.

- A. San Juan County may terminate this contract if outsourcing this service becomes fiscally not advantageous to the County, due to cost savings, or annual appropriations, as part of San Juan County's annual public budgeting process if appropriations 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, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

	San Juan County	Service Provider		
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	With a copy to: San Juan County Attn: Attorney's Office PO Box 9 Monticello, UT 84535	ETJLaw, Inc. P.O.Box 831 Pleasant Grove, Utah 84062		

- 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

Item 20.

all other agreements, whether written or oral, between the parties with respect to the subject matter in this cont 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.

ELJLAW, INC
By:
Print Name:
Title:
Date:

EXHIBIT A PROPOSAL

Attachment B

San Juan County RFP Form

Respondent Information: Provide the following information about yourself and your company.
Respondent Name: ETJLaw, Inc.
Address: P.O. Box 831, Pleasant Grove, Utah 84062 (9992 N. 4000 W., Cedar Hills, UT 84062)
City: Cedar Hills State: Utah Zip: 84062
Business Structure:
Individual or Sole Proprietorship
Partnership
X Corporation
Limited Liability Company
Other, list business structure
Insurance Certificate: Copy of insurance certificate, or We are willing to provide an insurance certificate if selected.
Contact Information: List the one person who San Juan County or their representative may contact concerning your proposal.
Name: Eric Johnson
Telephone Number: 801-520-5333
E-mail: eric@publicprivatelaw.com
Final Bid/Pricing Structure
\$150 per hour
\$6,000 maximum total price for all bond counsel work to issue the lease revenue bonds.
By submitting this proposal, Eric Johnson hereby certifies our willingness to enter into a contract with San Juan County, if selected.
Signature: Date: January 5, 2024

Mr. Johnson and Mr. Yellowhorse have been bond counsel on literally hundreds of bonds purchased by the Community Impact Board. We routinely coordinate with its special bond counsel, Mr. Bill Prater. Our attorneys have served as bond counsel to numerous other rural Utah counties, including Rich County, Box Elder County, Daggett County, Uintah County, Duchesne County, Carbon County, Emery County and others. Most of these have been accomplished through a local building authority and the majority have been purchased by the Community Impact Board.

Over the last 5 years we have been bond counsel on the following lease revenue bonds involving a local building authority or for long established borrowers, a municipal building authority in which we issue an approving, unqualified opinion as sole bond counsel.

- LBA of Flaming Gorge EMS and Fire District \$227,000 Taxable Lease Revenue Bonds, Series 2023 for a fire station. In addition to the standard bonding process, this also involved annexing the Town of Manila into the Fire District and transferring the property for the fire station from Daggett County to the Fire District. The purchaser was the CIB.
- MBA of Carbon County \$1,434,000 Lease Revenue Bonds, Series 2021 for the Southeastern Utah Health Department Building. In addition to the standard bonding process this involved subleasing the building from the County to the Health Department. The purchaser was the CIB.
- MBA of Duchesne County \$3,949,000 Lease Revenue Bonds, Series 2021 for a library building. CIB was purchaser.
- MBA of the City of Duchesne \$165,000 Lease Revenue Bonds to expand fire station. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Elmo Town \$374,000 Lease Revenue Bonds, Series 2020 to expand town hall and fire station. In addition to standard bonding process, the town hall and fire station was previously pledge for a prior bond and so amending documents were needed for the lease and bond authorization. CIB was purchaser.
- LBA of Emery County \$491,000 Lease Revenue Bonds, Series 2021 for energy research center. CIB was purchaser. Grant of \$7,000,000.
- LBA of Helper City \$232,000 Lease Revenue bonds, Series 2018 for fire truck. CIB was purchaser.
- LBA of Helper City \$519,000 Lease Revenue Bonds for public works building. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Milford Area Healthcare Service District #3 \$150,000 Lease Revenue Bonds, Series 2018 for ambulance. CIB was purchaser
- LBA of Pinon Forest SSD \$170,000 Lease Revenue Bonds, Series 2021 for office building. CIB was purchaser.
- · LBA of Rich County \$3,870,000 Lease Revenue Bonds, Series 2018 for road improvements. CIB was purchaser.
- . MBA of Roosevelt City \$3,220,000 Lease Revenue Bonds, Series 2023 for sport complex. CIB was purchaser.
- LBA of Rocky Ridge Town \$1,145,000 Lease Revenue Bonds, Series 2023 for town hall and senior center. CIB was purchaser.
- LBA Town of Springdale \$3,616,000 Lease Revenue Bonds for filtration building. Bonds are still in process and have not closed. CIB has authorized loan.

- MBA of Uintah County \$990,000 Lease Revenue Bonds for road equipment. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Upper County Recreation District (Altamont) \$714,000 Lease Revenue Bonds for rodeo facilities. Bonds are still in process and have not closed. CIB has authorized loan.
- LBA of Wales Town \$140,000 Lease Revenue Bonds, Series 2019 for public safety building expansion. CIB was purchaser.
- LBA of Wellington City \$218,000 Lease Revenue Bonds, Series 2020 for fire truck. CIB was purchaser.

We prepare all resolutions and documents related to the bond funding to ensure that we are able to issue an unqualified opinion on the bonds. We find that preparing the documents up front minimizes later delays. Under Utah law, the bonding process takes at least 30 days from start to finish. This is because public notice of intent to issue bonds and public notice of a public hearing are required, along with the noticed public hearing. This notice commences a 30-day contest period. While we can expedite the bonding process, usually it takes 45-60 days to complete the bonding process. However, most of the time the timing for closing on the bonds is dependent on the design and bidding of the building project. The bonding process usually advances faster than the design and bidding of the building. The CIB will require the building to be bid before it will close on the bonds. If the building is already designed and ready for bidding, then we can expedite the bonding process.

Since we began serving Blanding City as its general counsel in 2022, our interest in additional work in San Juan County has grown. We are backing that interest with a discounted proposal for our fees as bond counsel. We propose fees of \$150 per hour with a maximum total bond counsel fee capped at \$6,000. We do not charge for copies or calls or other administrative charges. \$6,000 is an all in maximum fee as bond counsel for your project. This discounted rate will be matched by a similar priority to your project. In short, we very much wish to work with San Juan County and pledge to make your project a top priority for our time and attention, as well as a top priority on discounted fees.

We are willing to enter into a contract with the County. We have read the RFP and agree to be bound by its terms and provisions. Our prices are firm and will not change, unless there is a change in the authorized funding by the CIB. We agree to the controlling law and venues in the RFP. We are attorneys licensed by the Utah State Bar. ETJLaw, Inc. is registered with the Utah Division of Corporations. We agree to the other terms of the RFP and note that in addition to the insurance provisions in the RFP, we also carry malpractice insurance on all our attorneys. We do not claim any protections under GRAMA.

A short resume for each of our attorneys is attached. You will note the exceptional performance of our attorneys in law school. In addition, two of our attorneys were elbow clerks to justices at the Utah Supreme Court where we assisted our respective justices in drafting judicial decisions. And, Joel Yellowhorse is trained as a civil engineer, which background proves to be very useful to our clients on matters related to buildings, land development, water, and all things touching natural resources.

Thank your for considering our proposal. Best wishes with your funding and your project.

All the Best,

Eric Todd Johnson Robert A. Patterson Joel Yellowhorse

ERIC TODD JOHNSON

P.O. Box 831, Pleasant Grove, Utah 84062, cell is (801) 520-5333.

EXPERIENCE

- Bond Counsel on hundreds of public projects for essentially all types of public entities, such as cities, counties, school districts, interlocal agencies, local districts, special districts, municipal building authorities, etc. Sole Bond Counsel on more than 100 bond fundings purchased by the Utah Permanent Community Impact Fund Board. Listed in the Redbook as Nationally Recognized Bond Counsel in Utah since 2000.
- Assist communities surmount distressed financial situations, with experience in basically all types of public financings, from among the most sophisticated to the commonplace.
- Provide legal expertise on alternatives and legal formats to advance public projects, and to acquire fee title, easements, or other interests in real property for numerous public bodies, related to public projects.
- Law Clerk to Justice I. Daniel Stewart of the Utah Supreme Court, 1994-95.
- Object of the BYU Law School Adjunct Law Professor for State and Local Government Law in 2019.

EDUCATION

- Juris Doctorate J. Reuben Clark Law School, 1994
 - Order of the Coif (top 3%)
 - o Law Review Editor
 - Academic Scholarship
 - o International Moot Court
- ^o M.B.A. with honors, Western Washington University, 1990
- B.S. Brigham Young University, 1986

REFERENCES

- Bret Reynolds, Flaming Gorge Fire and EMS District, (435) 790-5624, 95
 N., 1st W., Manila, Utah 84046.
- Jacob Sharp, District Manager, Castle Valley Special Service District, Utah (435) 381-5333, 20 S., 100 E., Suite 200, Castle Dale, Utah 84513.
- Mike Wilkins, County Clerk/Auditor, Uintah County, Utah (435) 828-5362,
 147 E. Main, Vernal, Utah 84078
- Cory Branch, City Administrator, Mapleton City, Utah (801) 806-9104, 125
 West Community Center Way, Mapleton, Utah 84664

ROBERT A. PATTERSON

Cell 801.200-5910

EXPERIENCE

- Counsel for numerous for Utah public entities, such as Manti, Highland City, Kamas, Oakley, Nibley, Hyde Park, Mona and other cities, counties, local districts, special districts, etc.
- Provide legal expertise on public projects to acquire fee title, easements, or other interests in real property for public bodies.
- Law Clerk to Chief Justice Matthew Durrant of the Utah Supreme Court, 2015-16.

EDUCATION

- Juris Doctorate J. Reuben Clark Law School, 2015
 - Order of the Coif (#2 in his class)
 - Law Review Editor
 - Academic Scholarship
- ^o B.S. with honors, University of Utah, 2012

JOEL YELLOWHORSE

Cell 801.850-8209

EXPERIENCE

- Bond Counsel for numerous Utah public entities, including those funded by the Utah Permanent Community Impact Fund Board. Listed in the Redbook as Nationally Recognized Bond Counsel.
- Counsel to various communities, including Blanding City, Price City, Richfield City, Monroe City, Annabella, Gunnison, Sterling, Price, Goshen, Town of South Ogden City, Mapleton and other cities, counties, local districts, special districts, etc.
- As a trained civil engineer, provide legal expertise on building matters, easements, land title issues, water rights and other matters impacting natural resources.

EDUCATION

- Juris Doctorate J. Reuben Clark Law School BYU, 2020
 Academic Scholarship
- ^o B.S. with honors, Brigham Young University, 2017 (Civil Engineering).



COMMISSION STAFF REPORT

MEETING DATE: February 6, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Notice of Award for San Juan County

Public Safety Building Remodel Project Design and Construction Administration Services to ajc architects. Mack McDonald, Chief

Administrative Officer

RECOMMENDATION: Make a Motion Approving the Notice of Award.

SUMMARY

On January 10, 2024, I issued the to the Request for Proposal for the contracted services the Public Safety Building Remodel Project Design and Construction Administration Services for the remodel of the Public Safety Building.

Based on the response to the Request for Proposal, ajc architect P.C. is the apparent most responsive and responsible proposal. In total, we received two proposals to the request with varying ranges in cost and experience. Based on review of the proposals, acj architect P.C. was the most responsive and responsible proposal.

SAN JUAN

SAN JUAN COUNTY COMMISS

Item 21.

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

Via Electronic Mail February 6, 2024

Heber E. Slabbert, AIA, NCARB ajc architects P.C. 703 East 1700 South Salt Lake City, UT 84105

Re: Notice of Award and Intent to Negotiate a Contract (San Juan County Public Safety Building Remodel Project Design and Construction Administration Services)

You are hereby notified that the Board of San Juan County Commissioners has found that your response to the Request for Proposal, issued on December 18, 2023, for the contracted services to act as the Architect for the Public Safety Building Remodel Project Design and Construction Administration Services for the County has been accepted.

Based on the response to the Request for Proposal, ajc architects P.C. is the apparent most responsive and responsible bid. The Board of San Juan County Commissioners has authorized the award of a future negotiated contract based upon the proposal and negotiated fees for these services.

San Juan County will prepare a contract regarding this subject matter for your review and signature. Upon approval of the contract by the Board of San Juan County Commissioners you will be notified when to begin providing these services for San Juan County.

	SAN JUAN COUNTY
	Jamie Harvey, Chair
	San Juan County Commission
ATTEST:	
Lyman Duncan	
San Juan County Clerk/Auditor	

ACCEPTANCE OF NOTICE

Receipt this day of the *Notice of Award* authorized by the Board of San Juan County Commissioners upon your proposal to perform architectural services for the Remodel Project Design and Construction Administration Services for the County's Public Safety building as outlined in the Request for Proposal issued on December 18, 2023 and received on January 19, 2024, is hereby accepted and acknowledged.

ajc architects P.C.
Contractor
By:
Title:
1100
Date:
Date



edacted Copy for Public Viewing



Architecture + Engineering Services

SAN JUAN COUNTY JUAN PUBLIC SAFETY BUILDING

REMODEL & EXPANSION

01.18.2024

INTAKE





CONTENTS

TABS

ATTACHMENT B: SAN JUAN COUNTY RFP FORM

- 01 INTRODUCTION

 ORGANIZATIONAL CHART / TEAM RESUMES + ROLES / LICENSE NUMBERS
- **02** PROJECT SPECIFIC EXPERIENCE
- **03** QUALIFICATIONS AND EXPERIENCE
- 04 PROPOSED PROJECT MANAGEMENT APPROACH
- **05** FEE SCHEDULE

Item 21.

San Juan County Public Safety Building Remodel Project Design and Construction Administration Services

Attachment B

San Juan County RFP Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MN 8/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ONTACT Cathy Wilcock					
PHONE (A/C, No, Ext): (801) 364-3434 662 FAX (A/C, No): (801) 3) 355-5234				
E-MAIL ADDRESS: Cathy.Wilcock@american-ins.com					
INSURER(S) AFFORDING COVERAGE	NAIC#				
INSURER A: Hartford Underwriters Ins. Co.	30104				
INSURER B : Hartford Ins Co of IL	38228				
INSURER C: XL Specialty Insurance Company	37885				
INSURER D:					
INSURER E :					
INSURER F:					
	(A/C, No, Ext): (801) 364-3434 662 (A/C, No): (801) 3 E-MAIL ADDRESS: Cathy.Wilcock@american-ins.com INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Underwriters Ins. Co. INSURER B : Hartford Ins Co of IL INSURER C : XL Specialty Insurance Company INSURER D : INSURER E :				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
Α	Х	COMMERCIAL GENERAL LIABILITY				,	,	EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR			34SBWAM8LVA	8/12/2023	8/12/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:							\$	
Α	AU1	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO			34SBAAM8M9S	8/12/2023	8/12/2024	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	1,000,000
		EXCESS LIAB CLAIMS-MADE			34SBWAM8LVA	8/12/2023	8/12/2024	AGGREGATE	\$	1,000,000
		DED RETENTION \$							\$	
В		RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A		34WECAM8M4F	8/12/2023	8/12/2024	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)		N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	C Prof. Liability				DPR5016378	8/16/2023	8/16/2024	Each Claim		2,000,000
С	Ret	roDate: 3/9/1994			DPR5016378	8/16/2023	8/16/2024	Aggregate		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Verification of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1	AUTHORIZED REPRESENTATIVE July M. Direct

ACORD 25 (2016/03)

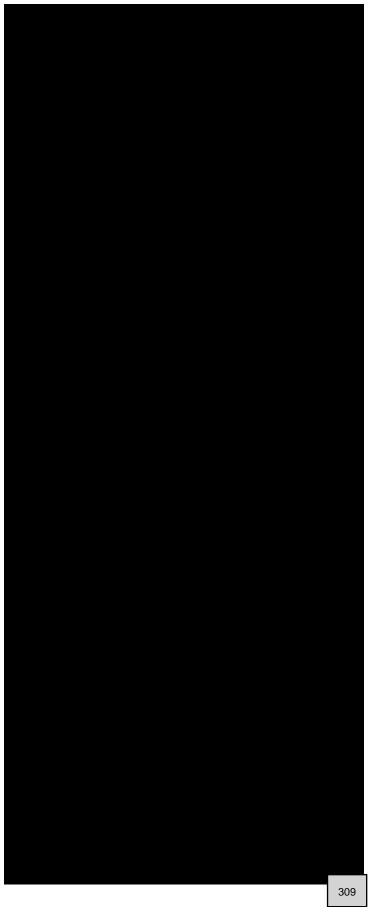
© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

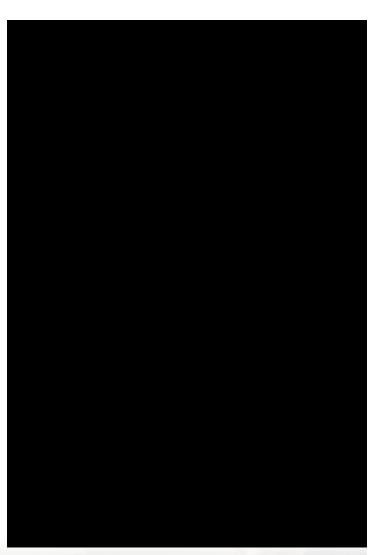
















Leads Effort

Specialist

Supports Effort

ajc architects

HEBER E. SLABBERT, AIA, NCARB

ROLE: Principal | Design Architect | Overall Project Manager

OVERALL PROJECT OVERSIGHT PROGRAM VERIFICATION OVERSIGHT

- Contract & Fees Vision Workshop
 - Interviews with key stakeholders
 - Program spreadsheet of spaces
 - Options Workshop
 - High Performance Building Workshop
- Draft Program Document development
- Draft Program presentation
- Final Program delivery

SD, DD, CDs

- Design oversight
- Budget and Schedule oversight

CONSTRUCTION ADMINISTRATION

Oversight

TREVON BEUTLER, AIA

■ Contract management

Overall Design oversight

■ Project closeout oversight

Overall Programming lead

ROLE: Project Architect/Team Project Manager

KEY RESPONSIBILITIES:

participation

■ Kick-off Meeting participation

■ Kick-off Meeting coordination/

- Project & Design Team management
- CA oversight
- Oversight of project closeout

PROGRAM VERIFICATION

- Interviews with key stakeholders
- Spreadsheet of spaces
- High Performance Building Standards

SD, DD, CDs

- Design supervision and execution
- Revit model management

CONSTRUCTION ADMINISTRATION

- CA Oversight
- Bids and Buy-out coordination
- Oversight of project close-out

DIJANA RAMBO, AIA

ROLE: Principal Architect Corrections Programming Specialist

- Supports the Programming team in all aspects of the Program Verification process based on the Feasibility Study
- Supports the Programming and Design effort with expertise in best practices in secure and humane spaces

KENT RIGBY, AIA

ROLE: Quality Assurance Architect

KEY RESPONSIBILITIES:

- Document Quality Assurance review & oversight
- V/E and constructability coordination
- Code life safety ADA review
- San Juan County SD-DD-CD submittals / review
- BIM model clash detection

RANDA HART ROLE: Interior Design

KEY RESPONSIBILITIES:

- Programming Verification support
- Verification of spaces with Dijana and Hannah
- Furniture layout planning and support
- Interior design and FF&E coordination

MICHAEL TRAVIS, CSI

ROLE: Code and Specifications Specialist

KEY RESPONSIBILITIES:

- Project specifications
- Review & coordination of design standards
- Code, life safety ADA review with Kent
- Assists with San Juan County HPBS
- V/E and constructability coordination

CONSULTANT TEAM

FOOD SERVICE DESIGN HC Design

MICHAEL MILES, FCSI Principal Food Service Designer

HANNAH LELIE, NCIDQ ROLE: Project Support | BIM Support

KEY RESPONSIBILITIES:

- Programming Verification support
- Design support including SD-DD-CDs
- BIM model management with Dijana
- CA support to the design team

CIVIL ENGINEER / SITE UTILITIES Jones & DeMille Engineering

SCOOT FLANNERY, PECivil Engineering PM

TOPOGRAPHIC SURVEY Jones & DeMille Engineering

TYLER NIELSON, PLS
Topographic Land Surveyor

STRUCTUAL ENGINEER Reaveley

GRAHAM OXBORROW, SESr. Structural Engineering PM

LANDSCAPE Great Basin Engineering JAMES ZAUGG, PLA

Landscape Architecture

Spectrum

DAVE WESEMANN, PE, LEED APPrincipal Electrical Engineer

MECHANICAL ENGINEERING WHW

WIN PACKER, PE, LEED AP
Principal Mechanical Engineer

SECURITY SYSTEMS Spectrum

STEVE ANDERSONSecurity Systems Specialist

COST ESTIMATING Construction Control Corp.

KRIS LARSON, CPE Sr. Cost Estimator

311

| ajc DESIGN TEAM / DESIGN ARCHITECT EXPERIENCE



HEBER E. SLABBERT, AIA, NCARB Principal | Design Architect | Overall Project Manager

Heber has a solid understanding of planning, programming, and designing for corrections facilities, inmate support services, sensitive populations. He will participate in the programming effort with Dijana and will lead the design effort, with the assistance of Corrections Programming Specialist and Principal Architect Dijana Alickovic. His experience working with large stakeholder groups, including service providers and law enforcement gives him unique experience related to this type of project.

With over 16 years of experience, Heber has become a leader in the Trauma Informed Design, thanks in part to years spent working with local and national experts in this field. He is an advocate for "Trauma Informed Design" as a key element to designing correctional facilities. He understands the direct connection between designing correctional facilities to create healthy physical, emotional, and mental environments that help support individuals who have, or are, experienced trauma in their lives. **As Principal Design Architect, Heber is the ideal point of reference for innovative design solutions which address:**

- San Juan County's specific and detailed need for the Public Safety Building renovation and expansion having completed the San Juan County Public Safety Feasiblity Study in 2021.
- Building analysis which anticipates and mitigates hidden and unknown conditions before these conditions become an issue.
- Current best-practices in design which are directly applicable to sensitive or at-risk populations.
- A comprehensive understanding of CPTED principals: natural access control, natural surveillance, territoriality, and maintenance.
- State of Utah High Performance Building Standards.
- A high level of team coordination with stringent accountability to schedule and budget parameters.
- Workshop facilitation with service providers, consultants, corrections stakeholders, and law enforcement stakeholders.

EDUCATION/TRAINING

- Master of Architecture / Montana State University
- Bachelor of Environmental Design / Montana State University

LICENSES | REGISTRATIONS

- Licensed Architect: Utah License No. 6137252-0301
- Member AIA
- NCARB Certified

CORRECTIONS RELATED EXPERIENCE WITH A BEHAVIORAL HEALTH COMPONENT

- San Juan County Public Safety Building Feasiblity Study (2021) (Remote Location)
- Department of Corrections Behavior Health Transition Facility West Jordan Programming and Design
- Department of Corrections Behavior Health Transition Facility West Jordan Pre-Programming
- Department of Corrections Treatment Resource Center Relocation & Remodel of Existing BCI Building Relocation and Renovation
- Department of Corrections Treatment Resource Center Relocation & Remodel of Existing BCI Building Feasibility Study
- Department of Corrections Timpangogos Corrections Center Renovation Orem, UT
- Department of Corrections Highland Mental Facility Feasibility Study
- Department of Corrections Orange Street Renovation
- Department of Corrections Bonneville Corrections Center Renovation
- Utah State Development Center Laurelwood Renovation

TRAUMA INFORMED DESIGN EXPERIENCE

- Gail Miller Homeless Resource Center Salt Lake City, UT Programming and design management, consultant management
- Geraldine E. King Homeless Resource Center Salt Lake City, UT Programming and design management, consultant management
- Pamela Atkinson Resource Center South Salt Lake, UT Programming and design management, consultant management



DIJANA RAMBO, AIAPrincipal | Corrections and Humane Design Specialist

Dijana has provided planning, programming, and design services for several high-profile Department of Corrections and Community Centers, which serve sensitive groups, over the past several years.

Her immersive experience in the renovation of corrections facilities, coupled with her extensive background in trauma informed design and humane design principles make Dijana the ideal specialist to address the programmatic and design needs associated with San Juan's Public Safety Building renovation and addition.

Dijana has direct experience in addressing the design needs of a broad spectrum of corrections stakeholders, as well as designing for the well-being and mental health of at risk populations. She will work directly with Heber, and the ajc design team to analyze programmatic requirements and create design solutions which will exceed San Juan County's expectations for the Public Safety Building.

EDUCATION

- Master of Architecture / University of Utah
- BAchelor of Science/ Architecture / University of Utah

PROJECT EXPERIENCE

- Department of Corrections Behavior Health Transition Facility
 West Jordan Programming and Design
- Department of Corrections Behavior Health Transition Facility
 West Jordan Pre-Programming
- Department of Corrections Treatment Resource Center Relocation & Remodel of Existing BCI Building Relocation and Renovation
- Department of Corrections Treatment Resource Center Relocation & Remodel of Existing BCI Building Feasibility Study
- Department of Corrections Timpanogos Corrections Center Renovation - Orem, UT

LICENSES | REGISTRATIONS

- Licensed Architect: Utah License No. 10832173-0301
- Member: AIA

TRAUMA INFORMED DESIGN EXPERIENCE

- Harris Community Village Resource Center Tooele, UT
- Gail Miller Homeless Resource Center Salt Lake City, UT - Programming and design management, consultant management
- Geraldine E. King Homeless Resource Center Salt Lake City, UT – Programming and design management, consultant management
- Pamela Atkinson Resource Center South Salt Lake, UT

 Programming and design management, consultant management
- Seekhaven Family Crisis and Resource Center Feasibility Study



TREVON BEUTLER, AIAProject Architect | Team Project Manager

Trevon's background in public safety projects is directly linked to his experience with public safety buildings and the communities those facilities will serve.

Trevon will manage the consultant team for all phases of the planning and design effort for the project. He will work closely with Heber and Dijana during design and will assist in coordinating SD, DD, and CD's with our consultant team. Trevon will also be closely involved in Construction Administration for the project.

EDUCATION

- Master of Architecture / University of Utah
- BS/ Architectural Studies / University of Utah

PROJECT EXPERIENCE

- Wasatch County Fire Station and Public Safety Headquarters Programming and Design Heber City, UT
- Murray Armory Community Center Renovation Programming and Design- Murray, UT
- Salem City Fire Station Programming and Design Salem, UT
- Wasatch Fire Station (Hideout) Site Test Fit
- Sandy City Fire Station and Public Safety Building Programming and Design - Sandy, UT

LICENSES | REGISTRATIONS

- Licensed Architect: Utah License No. 135096-0301
- Member: AIA

ajc DESIGN TEAM / DESIGN ARCHITECT EXPERIENCE



RANDA HART, NCIDQ, LEED AP ID+C Interior Design and FFE Coordination

With over 15 years of experience, Randa posses a high level aesthetic and confidence in developing project concepts and direction; She is able to implement a framework in which she can thrive in a team setting and follow through all phases of design and documentation. She places a high emphasis on hand sketching, conceptual ideation, space planning/ diagramming, material finish color and texture selection, custom millwork detailing, lighting and furniture design. Randa has experience with FF&E budgets, and preparing detailed specifications for in-house procurement, third-party bidding and working with public assembly contracts.

Randa will support the design team by ensuring that room and space planning is optimized during the design phase of the renovation effort. She will also assist with interior design and FF&E coordination.

EDUCATION

- Colorado State University / Ft. Collins, CO.
- Bachelor of Science, Interior Design / Cum Laude / CIDA Accredited
- Bachelor of Applied Human Science / Construction Management

PROJECT EXPERIENCE

- Department of Corrections Behavior Health Transition Facility Renovation - West Jordan Programming and Design
- DFCM Heber Wells Attorney General of Utah Office Space Planning and Programming
- Kneaders Restaurant Renovation Utah County
- National Park Service Little Bighorn Battlefield National Monument Visitor Center Replacement
- Utah State University Monument Valley Academic Building Programming (Remote Location)

LICENSES | REGISTRATIONS

- NCIDQ Certified Professional
- LEED Accredited Professional
- IIDA Member
- ASID Member
- BEST IRC

SPECIAL POPULATIONS

- Aegis Living [Senior] Communities: Dana Point, CA/ Laguna Niguel, CA/ Corte Madera, CA/ Pleasant Hill, CA/ Oceanside, CA*
- Cocoon House [Youth Community Service Center] -Everette, WA*
- Hopeworks [Young Adult Community Service Center]: 3331
 Broadway, Everette, WA*
- The Ryther Foundation [Youth Community Service Center -Seattle, WA*
- Providence Elderplace [Senior Community] Redmond, WA*
- Emerald Heights [Senior] Community -NE, Redmond, WA*

* Project performed with another firm.



HANNAH LELIE, NCIDQSpace Planning and Project Support

Hannah creates unique designs by exploring new ideas and finding concepts that accurately represent each client. She focuses on the health and wellness of building users.

Hannah will support Trevon and the design team by ensuring that room and space planning is optimized during the design phase of the renovation effort. She will also assist Randa with interior design and FF&E coordination.

EDUCATION

 Bachelor of Fine Arts / Interior Design / Ringling College of Art and Design - Sarasota, FL

PROJECT EXPERIENCE

- Department of Corrections Behavior Health Transition Facility Renovation - West Jordan Programming and Design
- Department of Corrections Treatment Resource Center Relocation & Remodel of Existing BCI Building Programming and Design
- DFCM Heber Wells Attorney General of Utah Office Space Planning and Programming

LICENSES | REGISTRATIONS

NCIDQ Certified Professional

- DFCM Farmington Regional Center Programming
- Farmington Utah Drivers License Division and Department of Motor Vehicles Feasiblity Study
- Kneaders Restaurant Renovation City Creek Salt Lake, UT
- Kneaders Restaurant Renovation Pleasant Grove, UT
- Widewater DeWitt Multi-family Design Salt Lake City, UT



KENT RIGBY, AIAQuality Assurance Architect

With over nearly 45 years of experience in architecture, Kent is well-seasoned and methodical in his approach to assuring document accuracy. Quality Control is the main aspect of Kent's role at ajc. Kent reviews all construction documents and specifications. Kent will support the entire team with design reviews and final construction documents, to ensure a complete, thorough and well coordinated set of design documents.

Kent's will ensure that proven quality control measured are followed during the design process. Kent's role ensures that design documents maintain a high level of accuracy.

EDUCATION

Bachelor of Fine Arts / University of Utah

PROJECT EXPERIENCE

- Department of Corrections Behavior Health Transition Facility
 West Jordan Programming and Design
- Department of Corrections Behavior Health Transition Facility
 West Jordan Renovation
- Department of Corrections Treatment Resource Center Relocation & Remodel of Existing BCI Building Relocation and Renovation
- Department of Corrections Timpanogos Corrections Center Renovation - Orem, UT
- Department of Corrections Orange Street Renovation
- Department of Corrections Bonneville Corrections Center Renovation
- Utah State Development Center Laurelwood Renovation

LICENSES | REGISTRATIONS

- Licensed Architect: Utah License No. 135096-0301
- Member: AlA

TRAUMA INFORMED DESIGN EXPERIENCE

- Gail Miller Homeless Resource Center Salt Lake City,
 UT Programming and design management, consultant management
- Geraldine E. King Homeless Resource Center Salt Lake City,
 UT Programming and design management, consultant management
- Pamela Atkinson Resource Center South Salt Lake, UT
 Programming and design management, consultant management



MICHAEL TRAVIS, CSI, Assoc. AIA Specification and Code Specialist

Michael has extensive experience with building specifications and building code requirements. His expertise will add substantial value to the team, as well as enhance the production and turnaround of design documents. Michael will track compliance with building codes. Michael's expertise in specifications and code will adds value, while streamlining design efforts associated with the San Juan Public Safety Building renovation and addition.

Michael will support the design team by providing specifications and code compliance services.

EDUCATION

- Master of Science / Sustainability / Harvard University / Pursuing
- BS Integrated Studies / Technology Management and Environmental Studies / Utah Valley University

LICENSES | REGISTRATIONS

- Professional Member Construction Specifications Institute
- Associate Member of AIA

PROJECT EXPERIENCE

- San Juan County Public Safety Building Feasiblity Study (2021)
 (Remote Location)
- Department of Corrections Behavior Health Transition Facility Renovation - West Jordan Programming and Design
- Department of Corrections Treatment Resource Center Relocation & Remodel of Existing BCI Building Renovation
- Department of Corrections Timpanogos Corrections Center Renovation - Orem. UT
- Department of Corrections Orange Street Renovation Salt
- Department of Corrections Bonneville Corrections Center Renovation
- Utah State Development Center Laurelwood Renovation
- Department of Corrections Northern Utah Community Corrections Center Control Room Upgrade
- DFCM (State of Utah)Farmington Multi-agency Center Programming

315



SCOOT FLANNERY, PEProject Manager | Civil Engineer

Scoot is the lead engineer in our Monticello, Utah office and brings 18 years of construction management and engineering experience. He was raised in Blanding where he currently resides and has lived and worked for over 20 years. Scoot served on the San Juan County Planning Commission for five years, which provided him with a unique perspective both as a consultant as well as a local government representative. This helped Scoot gain the knowledge of what is required to deliver successful projects and be responsive to client needs. He has managed many site designs for many projects in San Juan County, including clinics, schools, government buildings, commercial, and others. His areas of expertise also include project management, cost estimating, and project design. Scoot has managed over 100 design projects that included transportation, water resources, structural, survey, inspections, site development, funding

procurement, construction engineering and master planning efforts.

EDUCATION

BS / Civil Engineering / Brigham Young University

PRO JECT EXPERIENCE

- San Juan County Justice Court/County Sheriff Building Addition Feasibility Study – with ajc architects
- Utah State University Blanding CTE Building Civil Design with aic architects
- Utah State University Monument Valley Academic Building Civil Programming – with ajc architects

LICENSES | REGISTRATIONS

Registered Professional Engineer - Utah No. 7734559-2202

- Utah State University Blanding Arts & Events Fire Suppression Feasibility – with ajc architects
- Kayenta Judicial Court Facility Civil Design and Survey
- Dolores County Dove Creek Social Services Building Design
- Blanding Clinics Site Civil Design
- Sunrise Outfitting Building and Site Design
- Resort Retailers Monticello Site Design



JAVEN IVINS, EIT Civil Engineer

Javen has been a full-time team member of JDE since spring of 2020 when he graduated from Brigham Young University with a civil engineering degree. He has played various roles in a wide range of projects acquiring experience in site, storm drainage, hydraulic, hydrologic, utility, and structural design as well as on site structural analyses. Additionally, he has field and lab experience in concrete and soil testing and sampling. He is an ACI certified concrete field technician (grade 1), APNGA certified, and Utah water rights certified. Javen is also a member of the American Society of Civil Engineers (ASCE).

EDUCATION

BS / Civil Engineering / Brigham Young University

PROJECT EXPERIENCE

- Utah State University Blanding CTE Building Civil Design with ajc architects
- Utah State University Monument Valley Academic Building Civil Programming – with ajc architects
- Utah State University Monument Valley Academic Building Design and CA – with ajc architects
- Utah State University Blanding Arts & Events Fire Suppression Feasibility – with ajc architects
- Kayenta Judicial Court Facility Civil Design and Survey
- Dolores County Dove Creek Social Services Building Design
- Blanding Clinics Site Civil Design
- Sunrise Outfitting Building and Site Design
- Resort Retailers Monticello Site Design



TYLER NIELSON, PLS

Land Surveyor

A San Juan County native, Tyler has been a field surveyor for more than six years. Previously, Tyler had opportunities to work for government entities on various city and county projects. He has a thorough working knowledge of principles, practices and procedures of ALTA surveys, topographic surveys, boundary surveys, legal description, and easement preparation. He has worked on many surveying jobs, including radio tower sites, building sites, road projects and numerous other topographic surveys. Completion of these projects was done with robotic total stations, levels, and GPS. He also provided many construction and staking projects for government and private agencies and completed private subdivision projects, which consisted of topographic surveys, searching for section corners, and staking boundaries. He has completed dozens of surveys in Monticello and is competent in using Autodesk Civil

3D, ArcMap, Trimble GPS, total stations, ArcGIS, and drones.

EDUCATION

BS / Surveying & Mapping / Utah Valley University

PROJECT EXPERIENCE

- Utah State University Blanding CTE Building Civil Design with ajc architects
- Utah State University Monument Valley Academic Building Civil Programming – with ajc architects
- Utah State University Monument Valley Academic Building Survey – with ajc architects
- Kayenta Judicial Court Facility Civil Design and Survey

LICENSES | REGISTRATIONS

- Registered Professional Land Surveyor Utah No. 13525534-2201
- FAA Remote Pilot Certification No. 4279344
- Dolores County Dove Creek Social Services Building Design
- Green River City Public Safety Building
- Blanding Clinics Site Civil Design
- Sunrise Outfitting Building and Site Design
- Resort Retailers Monticello Site Design



JAMES ZAUGG, PLA Landscape Architect | Project Manager

James has 25 years of experience designing site, landscapes, and irrigation systems. James is a knowledgeable and careful designer and is skilled at managing projects. James has extensive experience designing the landscaping for municipal projects including courts, administration buildings, and fire stations.

aic architects

EDUCATION

 BLA / Landscape Architecture and Environmental Planning / Utah State University

PROJECT EXPERIENCE

- Ogden Courts Exterior Entrance Remodel Ogden Utah
- Carbon County Courthouse and Administration Building Price, Utah
- Juab County Courthouse Nephi, Utah

LICENSES | REGISTRATIONS

- Registered Landscape Architect Utah No. 3085204-5301
- State of Utah Division of Natural Resources Offices, Vernal, Cedar City, Springville, and Richfield, Utah
- Northern Utah Interagency Fire Dispatch Center Draper, Utah



GRAHAM OXBORROW, SEPrincipal | Senior Project Engineer

Graham Oxborrow is an associate at Reaveley Engineers with over 15 years of structural engineering experience on a diverse range of projects, including the Utah State Correctional Facility in Salt Lake City, Utah and the Department of Corrections Timpanogos Corrections Facility in Orem, Utah. His expertise in state-of-the-art structural concepts enables him to develop innovative and cost-effective structural solutions. He specializes in steel, concrete, masonry, and wood structures, with expertise in seismic design. Graham's successful project delivery is the result of solid communication, which fosters a team approach to even the most challenging environments.

EDUCATION

- BS / Civil Engineering / Brigham Young University
- MS / Civil Engineering / Brigham Young University

PROJECT EXPERIENCE

- Utah Department of Corrections BCI Building Relocation/ Remodel, Taylorsville, UT – with ajc architects
- Utah Department of Corrections Timpanogos Corrections
 Orem Facility with aic architects
- The Road Home Pamela Atkinson Men's Resource Center, Salt Lake City, UT – with ajc architects
- The Road Home Gail Miller Resource Center, Salt Lake City, UT – with ajc architects
- Geraldine E King Women's Resource Center, Salt Lake City,
 UT with aic architects

LICENSES | REGISTRATIONS

- Registered Professional Engineer Utah No. 8551928-2203
- Salt Lake City International Airport Operations Retrofit & Remodel, Salt Lake City, UT
- Utah Retirement Systems Buildings 540 & 560 Seismic Retrofits, Salt Lake City, UT
- St George Airport Aircraft Rescue and Fire Fighting
- Davis County Clearfield North Branch Library
- Salt Lake County Riverton City Senior Center
- Volunteers of America Youth Center, Salt Lake City, Utah
- Provo Municipal Airport Improvements & Expansion



DAVE WESEMANN, PE, LEED AP, ATDPrincipal Electrical Engineer

Dave has 32 years of electrical engineering design, cost control, and construction review experience. He has a vast project history involving industrial, mission critical, educational, commercial, medical, and government facilities for a wide range of clients across the United States and at various places throughout the world. His project leadership, attention to detail and schedules, and ability to coordinate various services with the electrical design are hallmarks of his work. He is a LEED Accredited Professional (LEED AP) and has provided electrical engineering on more than 50 LEED® projects.

EDUCATION

BS / Electrical Engineering / University of Utah

PROJECT EXPERIENCE

- Salt Lake City Public Safety Complex (Net Zero), Salt Lake City, UT
- Provo City New City Hall and Public Safety Building, Provo, UT
- Utah State Correctional Facility, Salt Lake City, UT
- Salt Lake City Public Safety Building 3rd Floor Remodel, Salt Lake City, UT
- Administrative Office of the Courts 2nd District Juvenile Courthouse Construction
- Coordination, Ogden, UT
- Moweda Youth Corrections Home Remodel, Roy, UT
- M-NCPPC Saddlebrook Park Police Headquarters Interior Modifications, Wheaton, MD
- City of Mesa Multiple Fire Stations FEMA Diesel Exhaust Extraction System, Mesa, AZ

LICENSES | REGISTRATIONS

- Registered Professional Engineer Utah No. 181563-2202
- Cottonwood Heights City Hall, Cottonwood Heights, UT
- Administrative Office of the Courts 2nd District Juvenile Courthouse, Ogden, UT
- South Jordan Police and Courts Facility, South Jordan, UT
- Marriot-Slaterville City Hall, Marriott-Slater, UT
- Murray City Hall, Salt Lake City, UT
- Carbon County Courthouse, Price, UT
- Logan 1st District Courthouse Security Upgrade, Logan, UT
- Scott M. Matheson Courthouse Supreme Courtroom Lighting Upgrade, Salt Lake City, UT
- Gateway Food Court Study, Salt Lake City, UT
- Mohave County Courthouse, Kingman, AZ
- Utah State Courts Manti 6th District Courthouse, Manti, I
- Utah State Fifth District Courthouse, St. George, UT



STEVE ANDERSONSecurity Systems Consultant

Steve is a highly experienced and sought-after security systems consultant, with over 31 years of experience designing cutting-edge security systems. His expertise extends to a variety of environments, including government facilities, where he has worked on several projects, including the new Utah State Correctional Facility. Steve's dedication to delivering effective, comprehensive security solutions has earned him a reputation as a premier security consultant in the industry.

LICENSES | CERTIFICATIONS

- EndoSoft
- Genetec
- Harding Instruments
- Honeywell Vindicator

PROJECT EXPERIENCE

- Utah State Correctional Facility Security Electronics Installation. Salt Lake City. UT
- Maple Street Correctional Facility Redwood City, CA
- Central Utah Correctional Facility Expansion, Gunnison, UT
- Hill Air Force Base Falcon Hill North Gate, HAFB
- Hill Air Force Base F-22 Heavy Maintenance Facility, HAFB, UT
- Hill Air Force Base F-22 Repair Facility, HAFB, UT
- Hill Air Force Base Price Hall Remodel, HAFB, UT
- Veterans Affairs Wahlen Medical Center EHRM Upgrades, Salt Lake City, UT

- Milestone
- Omron PLC
- Prowatch
- Tvco Software House
- Veterans Affairs Clinic Tenant Improvement, St George, UT
- University of Utah Spencer Fox Eccles School of Medicine, Salt Lake City, UT
- Arizona State Hospital Security Upgrades Phase I, Phoenix, AZ
- Arizona State Hospital Security Upgrades Phase II, Phoenix, AZ
- Utah State University New Logan Institute Building, Logan, Utah, Logan, UT
- DFCM Archives Building Security Upgrades, Taylorsville, UT
- Utah State Courts Manti 6th District Courthouse, Manti, UT
- State of Utah Capitol Hill North Building Program, Salt Lake City, UT



WIN PACKER, PE, LEEP AP Principal Mechanical Engineer

Throughout his career Win has served as the Principal Engineer on numerous state agency and municipality projects. Included in his design experience are public safety, fire station, administration, and maintenance buildings. Most relevantly, a few years ago WHW worked with ajc architects to complete a feasibility study of the San Juan Public Safety Building. Win values engineering and developing HVAC and plumbing systems that balance maximum environmental sustainability, building comfort, and system dependability.

EDUCATION

BS / Mechanical Engineering / Utah State University

PROJECT EXPERIENCE

- San Juan County Public Safety Feasibility Study with ajc architects
- USU Blanding CTE and Welding with ajc architects
- USU Monument Valley with ajc architects
- Edge of Cedars Blanding Remodel
- Utah Highway Patrol Murray Building Upgrades
- Midvale Police Station Mechanical Upgrades
- Moab Regional Center Mechanical Upgrades
- Grand County Jail Remodel and Upgrades
- Iron County Public Safety Building
- Cedar City DPS Crime Lab Remodel
- Orem Public Safety Building Remodel
- Farmington Public Safety Building HVAC & Controls Upgrade
- Delta Fire Station
- Richfield Fire Dispatch Center

LICENSES | REGISTRATIONS

- Registered Professional Engineer Utah No. 375080-2202
- Department of Corrections Mental Health Transition Study with ajc architects
- Santaquin New City Hall Building
- Eagle Mountain Administration Building
- Washington County Receiving Center
- Jewish Community Center Renovation & Addition with ajc architects
- UTA Riverside Admin Renovation & Addition with ajc architects
- DWS Admin. Building Controls Upgrade

aic architects

- Mt. Olympus District Office and Maintenance Buildings
- UDOT Salt Lake West Maintenance Station
- UDOT Cottonwood Maintenance Station



MICHAEL MILES, FCSI Principal | Project Manager

A skilled chef with a background in food service design and equipment, Michael understands how frustrating inefficient kitchens can be. As the Principal of HC, he incorporates that real-world experience into commercial kitchen designs. Improving the food service industry and the lives of those who work within it is both his business and passion. Correctional facilities require the skill set and understanding Michael possesses to include open view work areas while balancing the secure nature of the facility. Integration of systems for work program staff and hired staff to interact without incident.

Michael will lead the food service design team and serve as the lead designer and point of contact.

EDUCATION

 Associate of Applied Science Degree in Culinary Arts Johnson & Wales University / Providence, RI

PROJECT EXPERIENCE

- St. Anthony Work Camp, St. Anthony, ID
- South Dakota Women's Prison, Rapid City, SD
- Montana State Prison, Food Factory & Laundry Expansion Deer Lodge, MT
- Yellowstone County Detention Facility, Addition/ Remodel Billings, MT
- Roosevelt County Detention Center Wolf Point, MT

LICENSES | REGISTRATIONS

- Food Service Consultants Society International, Professional Member No. 707871
- National Allied Individual Member AIA
- NACUFS Industry Member
- Custer County Detention Center Miles City, MT
- Richland County Detention Center Sidney, MT
- Fort Peck Detention Center Poplar, MT
- Johnson County Detention Center Buffalo, WY
- Sheridan Law Enforcement Center Sheridan, WY
- Shoshone Bannock Tribal Justice Center Fort Hall, ID



KRIS LARSON, CPE
President | Senior Cost Estimator

Kris brings nearly 30 years of experience to this project. He has been estimating and managing projects for the majority of that time. He brings to your project an accurate, clear cost model that can be used for informed decision making. He has estimated thousands of projects, many of which have significant relevance to this project. His project experience includes the Lehi Police Department, Salt Lake City Police Demo, West Valley Police Headquarters, Sweetwater Justice Center, Davis County Children's Justice Center, Wasatch County Youth Corrections Facility. He was awarded the Estimator of the Year Award in 2009 from the American Society of Professional Estimators.

Kris will take the lead role in periodic cost estimating for the project, from milestones in the Program Verification process through various benchmarks in design.

EDUCATION

- Bachelor of Science / Economics / University of Utah
- Associates–Science / Ecology / Ricks College

PROJECT EXPERIENCE

- Lehi Police (new)
- SLCIA Police Demo (demo)
- Duchesne Justice Center Remodel (addition)
- West Valley City Police Headquarters (new)
- Carbon County 7th District Courthouse (new)

LICENSES | REGISTRATIONS

- Utah General Contractor B-100 Classification Utah License No. 6153745-5501
- Certified Professional Estimator
- ASPE National NW Governor
- 3rd District Juvenile Court (new)
- Provo 4th District Courthouse (new)
- Sweetwater County Justice Center (new)
- Farmington Police Station

ajc PROJECT REFERENCES

PROJECT: SAN JUAN PUBLIC SAFETY BUILDING FEASIBILITY **STUDY**

San Juan County

Mack McDonald, CAO 117 South Main PO Box No. 9 Monticello, Utah 84535 Ph: 435.587.3225

Email: mmcdonald@sanjuancounty.org

PROJECT: UTAH DEPT. OF CORRECTIONS WEST JORDAN **BEHAVIORAL HEALTH TRANSITION FACILITY**

Programming and Design for Remodel of Spaces to Administrative Use with 100-bed Housing Facility

UTAH DFCM

Craig Mackay, DFCM PM 4501 S. 2700 W. Salt Lake City, UT 84119

Ph: 385.831.5027

Email: cmackay@utah.gov

PROJECT: UTAH DEPT. OF CORRECTIONS TRC RELOCATION & **REMODEL OF EXISTING BCI BUILDING**

Renovation of Spaces to Enhance Operational Capabilities

UTAH DFCM

Rob Robinson, DFCM PM 4501 S. 2700 W. Salt Lake City, UT 84119

Ph: 801.706.5966

PROJECT: UTAH DEPT. OF CORRECTIONS TIMPANOGOS **CORRECTIONS FACILITY**

Supportive Services for Transitional Populations

UTAH DFCM

Craig Mackay, DFCM PM 4501 S. 2700 W. Salt Lake City, UT 84119

Ph: 385.831.5027

Email: cmackay@utah.gov

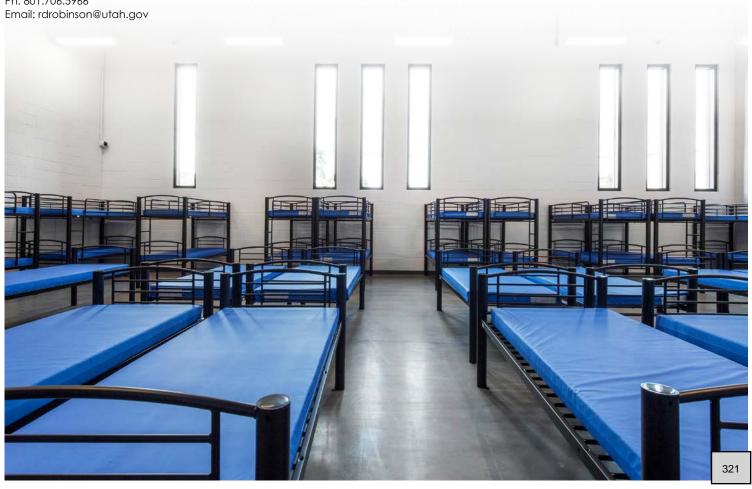
PROJECT: HARRIS COMMUNITY VILLAGE

Supportive Services and Housing for Sensitive Groups

GIV Communities

Melissa Jensen, Development Project Manager 50 North 600 West, Unit D Salt Lake City, Utah 84116 Ph: 801.917.4484

Email: melissa@givgroup.org







ajc and our entire consultant team has been instrumental in planning, programming and designing numerous corrections projects which contain all the elements required or requested for the proposed San Juan County Public Safety Building renovation/addition. Our interdisciplinary team experience encompasses programming and design efforts which focus on corrections projects, stakeholders, and user groups. Specifically, our design expertise directly addresses best-practice design standards for buildings of this type. Past projects have focused on Trauma Informed Design and Crime Prevention through Environmental Design (CPTED), internal and external security, site and neighborhood context, and a design approach which directly addresses the comfort, well-being and healing for at-risk individuals. ajc has provided design services which directly engage the community, as well as the individual, ajc designed corrections-specific spaces include administration offices and conference spaces, treatment rooms, detention spaces, beds, commercial kitchen, laundry, and other corrections and public saftety support spaces.

The following ajc projects represent overall success stories in design and community integration, while also providing spaces and support services for sensitive populations.

San Juan County Public Safety Building Feasibility Study

CONTACT: Mack McDonald, San Juan County CAO

COMPLETED: 2021

ESTIMATED COST: \$17,984,704 (2020-2021 cost estimate)

The study provided a summary of new program needs, mechanical and electrical building system updates, and operational requirements impacting the total capacity and reuse of existing building spaces. The study also considered site improvements needed to accommodate new programmatic spaces such as a new outdoor recreation yard and additional parking.

The architectural scope of the study is primarily focused on the interior remodel and accompanying addition to the existing building. The feasibility design proposes two primary additions to the building; one for the courts system on the west side of the building and one for corrections on the east side of the building. The study also includes limited modifications to the site and existing grades as dictated by new entry and operational needs.

Utah Department of Corrections Behavioral Health Transition Facility

CONTACT: Craig Mackay, DFCM PM COMPLETED: In Programming and Design

ESTIMATED COST: \$18,000,000

ajc architects' is proving architectural and engineering services for the Programming and Design for the new Behavior Health Transition Facility. The work includes the programming and design for the remodel of the existing building by converting it into offices, conference rooms, etc. In addition, a new 100-bed housing facility will be built north of the existing building. This new building will include bedrooms, bathrooms, kitchen / dining facilities, laundry, offices, etc. There will also be site and utility work which adapts the site to meet the needs of this corrections and support facility.

Utah Department of Corrections TRC Relocation and Remodel of Existing BCI Building

Rob Robinson, DFCM PM CONTACT:

COMPLETED: 2023

ESTIMATED COST: \$2,117,755

This study had three primary objectives as outlined by the steering committee. The first of these objectives was to assess the programmatic needs for relocating several Department of Corrections operations to the existing BCI (Bureau of Criminal Investigation) Building. The primary program being the Treatment Resource Center (TRC) currently located in a lease space on 3280 West 3500 South, West Valley City, Utah.

The second objective was to prioritize programmatic needs and establish which of those are most important to include in the first phase of proposed improvements.

The third objective was to establish a conceptual cost model for the first phase of priorities and work with the steering committee to maximize the value of this phase of scope. The steering committee collaborated with program operators to establish the space summary and conceptual

The study proposed removing a large portion of the existing service area in the center of the building and replacing it with new treatment and flexible conference room spaces to facilitate TRC program needs. The new scheme also requires a new entry sequence removing an existing structural wall to create a secure entry sequence for building patrons. The remainder of the spaces in the building will remain a with minor improvements to existing finishes where needed. 324

Utah Department of Corrections - Utah County Timpanogos Corrections Center

CONTACT: Craig Mackay

COMPLETED: 2023

DOLLAR VALUE: \$13,392,912

Key building spaces now include staff, client, and building support spaces, reception area and intake control space, computer lab, client support spaces, medication room, private and open offices, treatment spaces, secure meeting rooms, staff restrooms with lockers, drug testing area, library and day room, kitchen and dining area, double occupancy living quarters, building support and storage spaces.

Draper Correctional Facility - A Yard Improvements

CONTACT: Craig Mackay

COMPLETED: 2017

DOLLAR VALUE: \$92,500

ajc provided architectural design, structural and Construction Administration Services for a new concrete path for a 5 foot wide running track, two sided handball court area with a 12 foot high center CMU wall, and a two backboard basketball court area.

Salt Lake County Oxbow Correctional Facility Improvements

CONTACT: John Bergen

COMPLETED: 2016

DOLLAR VALUE: \$ 403,250

ajc managed an MEP consultant team tasked with mechanical systems replacement and the removal and replacement of existing cooling towers in mechanical penthouses at the Salt Lake County Oxbow Jail. ajc provided oversight of the design and administered the construction contract, ajc also produced the Division 01 specifications for construction and construction administration.

Utah Department of Corrections - Northern Utah Community Corrections Center Control Room Upgrades

CONTACT: Brent Lloyd
COMPLETED: 2006

ajc provided complete design and CA Services for the renovation and remodel of a DOC Control Rooms for the UDOC. As part of ajc's services, our team managed and coordinated an interdisciplinary team of civil, MEP, and structural consultants.

Utah Department of Corrections - Prison Control Room Renovation

CONTACT: Vic Middleton

COMPLETED: 2005

ajc provided complete design and CA services for the renovation and remodel of two DOC Control Rooms for the UDOC. As part of ajc's services, our team managed and coordinated an interdisciplinary team of civil, MEP, and structural consultants

Utah Department of Corrections - Orange Street & Fremont Remodels

CONTACT: Brandon Larsen

COMPLETED: 2005 (Renovated in 2021)

As part of this project, DFCM contracted with ajc architects to provide complete design and CA services for the renovation and remodel of restroom facilities. The remodel included demolition of existing restrooms and shower rooms, replacement of plumbing and electrical systems, upgraded ventilation systems and FFE. As part of ajc's services, our team managed and coordinated an interdisciplinary team of MEP and structural consultants.

Draper Correctional Facility - Vocational Training Center

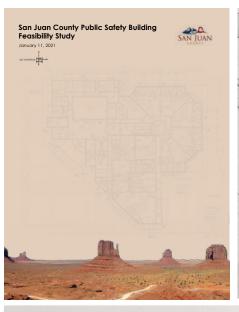
CONTACT: Vic Middleton

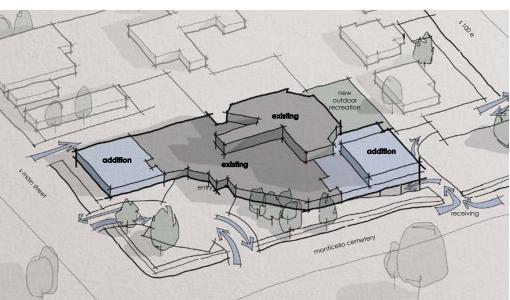
COMPLETED: 2004

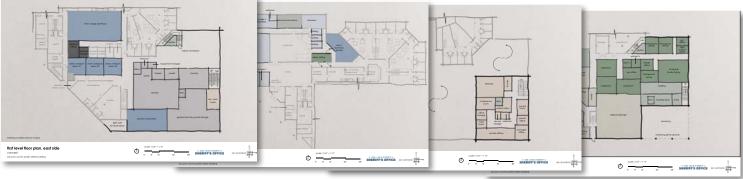
ajc was contracted by the UDOC to complete design and CA Services in support of the new Vocational Training Center & associated learning spaces at the Utah State Correctional Facility. As part of ajc's services, our team managed & coordinated an interdisciplinary team of civil, MEP, structural and landscape consultants.











SAN JUAN COUNTY PUBLIC SAFETY BUILDING FEASIBILITY STUDY (2021)

The purpose of this study was two-fold. The first effort is to identify current and future program needs for the existing facility and to study the necessary code updates since the previous design had been completed in 2009. The second purpose is to identify how to adapt the facility to a post Covid-19 reality, which includes increased needs for quarantining and population separation.

The study provided a summary of new program needs, mechanical and electrical building system updates, and operational requirements impacting the total capacity and reuse of existing building spaces. The study also considers site improvements needed to accommodate new programmatic spaces such as a new outdoor recreation yard and additional parking.

The architectural scope of this study is primarily focused on the interior remodel and accompanying addition to the existing building. The feasibility design proposes two primary additions to the building; one for the courts system on the west side of the building and one for corrections on the east side of the building. The study also includes limited modifications to the site and existing grades as dictated by new entry and operational needs.

ajc also provided a summary of the desired program and individual space needs. The program was broken into the following categories: inmate housing, inmate medical, corrections intake, corrections support, corrections administration, corrections programming, courts, police-courts, building support. The proposed concept was configured with the anticipation of a potential future phase that could add a sianificant number of beds to the facility. Critical operational and service spaces were located in areas that would allow future service to a large addition to the east side of the building.

PROJECT DATA

SERVICES PROVIDED

- Full Feasibility Study
- Site and Building Analysis
- Site Planning
- Programming/Cost Estimating

PROJECT SIZE 42,633 GSF on 3 levels

ESTIMATED COST \$17,984,704 (2020-2021 estimate)

STUDY COMPLETION 2021

PROJECT ELEMENTS

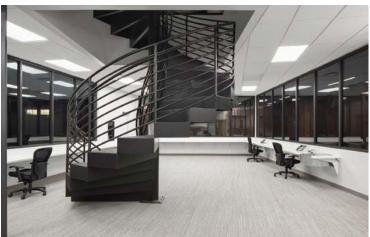
- Corrections intake
- Corrections inmate housing men's and women's
- Corrections inmate medical
- Corrections support
- Corrections administration
- Corrections program
- Courts and courtroom support staff facilities
- Police courts
- **Building support**
- Outdoor recreation yard

CLIENT REFERENCE

San Juan County Mack McDonald Ph: 435.587.3225 E: mmcdonald@sanjuancounty.org









UTAH DEPARTMENT OF CORRECTIONS - TIMPANOGOS CORRECTIONS CENTER

Utah Department of Corrections Timpanogos Corrections Center focuses on 8 key design principles: Humane, Connectivity, Transition, Transparency, Daylighting, Durability, Trauma-Informed Design, and Safety and CPTED principles. ajc executed this programming and design strategy to deliver a fully functional, healthy, safe and secure environment for the Timpanogos Corrections Center.

HUMANE - Welcoming, warm, motivational uplifting spaces, providing dignity and respect to clients, staff, and service providers.

CONNECTIVITY - Creating a safer and more secure environment through the use of layered spaces and intentional connections, visually and acoustically.

TRANSITION - Providing clients with resources, tools, and environment to strengthen, and restore them back into society as self-sufficient individuals.

TRANSPARENCY - Design for changing resources and programs to meet the needs and evolving strategies for support and engagement.

DAYLIGHTING - Natural daylight reduces energy costs, improves quality and satisfaction of users, and lends to a healthier environment.

DURABILITY - Materials that provide a sense of comfort and security, at the same time requiring the least amount of maintenance.

TRAUMA-INFORMED DESIGN - Create as much sense of security for people with trauma histories--all while balancing the need to maximize the floor space to care for as many as possible.

SAFETY AND CPTED - Create a healthy environment for clients and staff. Provide an energy efficient building to reduce long term energy costs. Minimize impact to environment by reducing carbon footprint.

PROJECT DATA

SERVICES PROVIDED

- Site and Building Analysis
- Site Planning
- Programming/Cost Estimating
- SD,DD, CDs, and CA Services

PROJECT SIZE 41,177 GSF on 2 levels

COST \$13,392,912

COMPLETION 2023

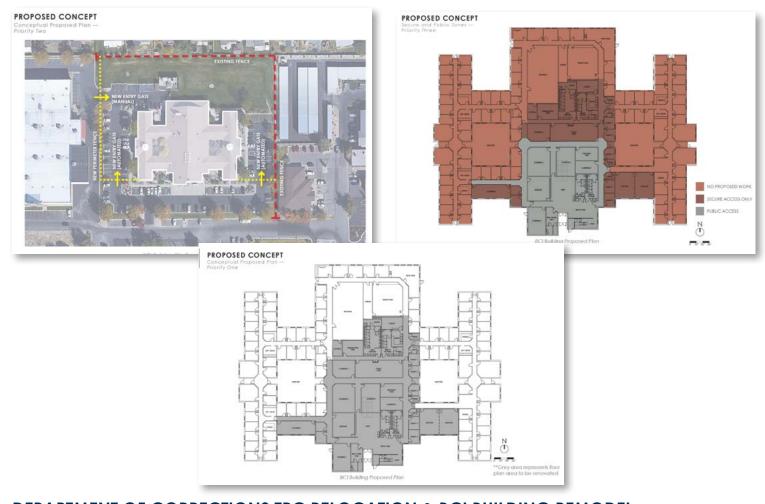
PROJECT ELEMENTS

- Secure cells
- Reception Counter/Intake Control
- Clinical Space
- Client support spaces
- Medication room
- Private and open offices
- Treatment spaces
- Secure meeting rooms
- Staff RR with lockers
- Drug testing area
- Library and day roomFull Commercial kitchen and dining area
- Double occupancy living quarters
- Building support & storage spaces

CLIENT REFERENCE

Utah DFCM Craig Mackay, DFCM PM Ph: 385.831.5027 E: cmackay@utah.gov

329



DEPARTMENT OF CORRECTIONS TRC RELOCATION & BCI BUILDING REMODEL

This study had three primary objectives as outlined by the steering committee. The first of these objectives was to assess the programmatic needs for relocating several Department of Corrections operations to the existing BCI (Bureau of Criminal Investigation) Building. The primary program being the Treatment Resource Center (TRC) currently located in a lease space on 3280 West 3500 South, West Valley City, Utah.

The **second objective** was to prioritize programmatic needs and establish which of those are most important to include in the first phase of proposed improvements.

The third objective was to establish a conceptual cost model for the first phase of priorities and work with the steering committee to maximize the value of this phase of scope. The steering committee collaborated with program operators to establish the space summary and conceptual

The study proposed removing a large portion of the existing service area in the center of the building and replacing it with new treatment and flexible conference room spaces to facilitate TRC program needs. The new scheme also requires a new entry sequence removing an existing structural wall to create a secure entry sequence for building patrons. The remainder of the spaces in the building will remain as is, with minor improvements to existing finishes where needed.

PROJECT DATA

SERVICES PROVIDED

- Full Feasibility Study
- Site and Building Analysis
- Site Planning
- Programming/Cost Estimating
- SD,DD, CDs, and CA Services

PROJECT SIZE 9,500 SF

ESTIMATED COST \$2,117,755

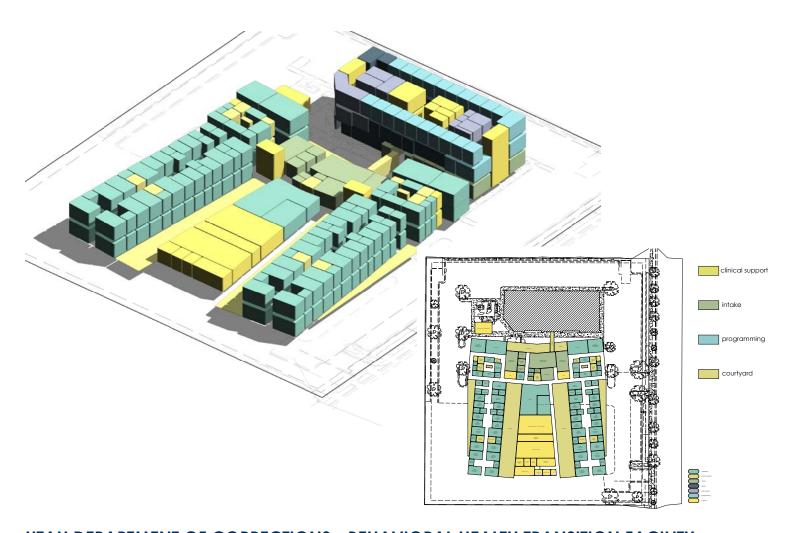
PROGRAMMING AND DESIGN 2023

PROJECT ELEMENTS

- Interior demolition and renovation
- New lobby
- Reception areas
- Treatment and therapy rooms,
- Drug testing support spaces
- New open and private office spaces
- Conference rooms
- Common areas
- Controlled access areas throughout the building
- Numerous secured and monitored spaces throughout the building

CLIENT REFERENCE

Utah DFCM Rob Robinson, DFCM PM Ph: 801.706.5966 E: rdrobinson@utah.gov



UTAH DEPARTMENT OF CORRECTIONS - BEHAVIORAL HEALTH TRANSITION FACILITY

The purpose of this document is to identify the programmatic needs, develop a conceptual building layout, and establish a rough order of magnitude (ROM) Construction Cost Model for the Behavioral Health Transition Facility (BHTF).

ajc's study evaluates the operational needs of current and future programs, existing site conditions and utility infrastructure, existing building, sustainable design priorities, and overall program requirements specific to the unique challenges of this site.

BHTF has identified the need to provide a new transitional facility that will meet the current and growing demand for offenders transitioning into society. The new facility will allow the offenders health and mental needs to obtain tools to help them transition into society.

As part of the Programming process the Design Team presented four conceptual approaches to the layout of the new building while studying different building adjacency options. These concepts were based on varying combinations and expressions of visioning principles identified throughout Programming.

It is anticipated that this project will pursue a CMGC construction delivery method. The intent would be to engage a CMGC during the Schematic Design phase to provide cost estimating and constructibility support for the project and to help ensure the project budget, program needs, site constraints, and state design requirements are all balanced and accounted for in a holistic solution that is within the available construction funds for the project.

PROJECT DATA

SERVICES PROVIDED

- Site and Building Analysis
- Site Planning
- Programming/Cost Estimating

PROJECT SIZE 49,343 GSF to 87,829 GSF

COST VARIES BASED ON OPTION SELECTED Range: \$11,528,831 to \$55,594,264

STUDY COMPLETED 2023

PROJECT ELEMENTS

Intake and treatment area

- Clinia and and
- Clinic spaces
- Nursing stations
- Psychiatric Treatment Unit
- Administrative and staff office spaces
- Open and private offices
- Conference spaces
- Secured and key access spaces
- Public circulation spacesOption 1: 2 units with 50 beds
- Option 2: 4 units with 100 beds
- Building support & storage spaces
- Adherence to CPTED design practices

CLIENT REFERENCE

Utah DFCM Craig Mackay, DFCM PM Ph: 385.831.5027 E: cmackay@utah.gov

331





UTAH DEPARTMENT OF HUMAN SERVICES ADMISSIONS & SAFE HOUSING FACILITY

The Utah Department of Human Services (DHS) Adult Safe Housing facility is comprised of four identical residential pods of twelve beds each (48 beds total) and a central core containing functions that support the entire facility. The building also houses office and support space for 25 staff members who work with the residents.

The Adult Transitional Living building provides a purpose-built environment for all incoming USDC residents. The facility's 48 person capacity is capable of serving incoming residents for several weeks while an assessment of their long-term needs is completed. Unique resident safety features include tamper-proof fixtures, extremely durable materials, unobstructed views of all corners and hallways, shatterproof windows and zero strangulation or potential projectile hazards. These specialized residential units also provide long-term housing for USDC residents whose conditions are more aggressive and therefore require a safer, more secure and durable living conditions.

PROJECT DATA

SERVICES PROVIDED

- Site Planning and Analysis
- Programming/Cost Estimating
- SD,DD, CDs, and CA Services

PROJECT SIZE 30,093 SF

COST \$6,300,000

COMPLETED 2016

CLIENT REFERENCE

Utah DFCM Lucas Davis, DFCM PM Ph: 801.842.8210 E: lucasdavis@utah.gov

PROJECT ELEMENTS

- Adult transitional living facility
- 48-resident capacity
- 25 staff members
- Four residential pods with a central core with support spaces
- Intake Control area
- Client support spaces
- Private staff offices
- Long-term mental health needs assessment
- Design employs CPTED principles
- Durable and safety conscious design finishes





UTA POLICE BUILDING REMODEL

The Utah Transit Authority selected ajc architects to conduct a complete renovation and remodel of an existing building for operational support of UTA's system-wide transit police. The renovation/remodel called for full roof replacement, new HVAC rooftop units, new ductwork and new controls throughout the building and a complete interior renovation/ remodel.

ajc was fully responsible for all phases of design work, from schematic design through construction documents and project close-out. The design team was closely involved with UTA in fulfilling the renovation vision of UTA's project team. Close collaboration with UTA and the entire consultant team was key in keeping this project on schedule and within budget.

PROJECT DATA

SERVICES PROVIDED

- Site Planning and Analysis
- Programming/Cost Estimating
- SD,DD, CDs, and CA Services

PROJECT SIZE 10,700 SF

COST \$1,400,000

COMPLETED 2009

CHENT

Utah Transit Authority Dave Hancock, Civil Engineer Ph: 801.262.5626 Email: dhancock@rideuta.com

PROJECT ELEMENTS

- New roof
- New HVAC system
- Elevator replacement
- Firearms vault
- Interview room
- Tactical command room
- Exercise facility and new locker
- Conference room with new A/V systems
- Complete window replacement
- Exterior improvements to build facades and finishes



USU BLANDING CAMPUS CTE CLASSROOM AND LAB BUILD-OUT

USU's Blanding Campus Career and Technical Education Building is an excellent example of the program and design required for the Monument Valley CTE Classroom Building. The facility contains classrooms, faculty offices and conference spaces, student computer labs, a welding program, diesel technology program, precision machining program, composites and plastics lab, makers spaces and lab spaces, and technical support spaces, in addition to high-efficiency MEP systems.

The building is also programmed to accommodate future growth.

PROJECT DATA

- SERVICES PROVIDED

 Site Planning and Analysis
- Programming/Cost Estimating
- SD,DD, CDs, and CA Services

PROJECT SIZE 18,841 SF

COST \$4,407,662

COMPLETED 2023

CLIENT REFERENCE

Utah State University Tom Graham, Architect Ph: 435.797.3771 E: tom.graham@usu.edu

PROJECT ELEMENTS

- Classrooms and computer labs
- Remote location
- Faculty offices and conference spaces
- Welding program
- Diesel technology program
- Precision machining program
- Composites and plastics lab
- Commercial driving course
- Makers spaces and lab spaces
- MEP systems upgrades

OTHER CORRECTIONS PROJECTS

Utah Department of Corrections Northern Utah Corrections Control Room

CONTACT: Wayne Smith

COMPLETED: 2007

Design and security services for a new prison control room for the Northern Utah Corrections Center.

Salt Lake County Riverton Police Building Program

CONTACT: John Bergen

COMPLETED: 2013

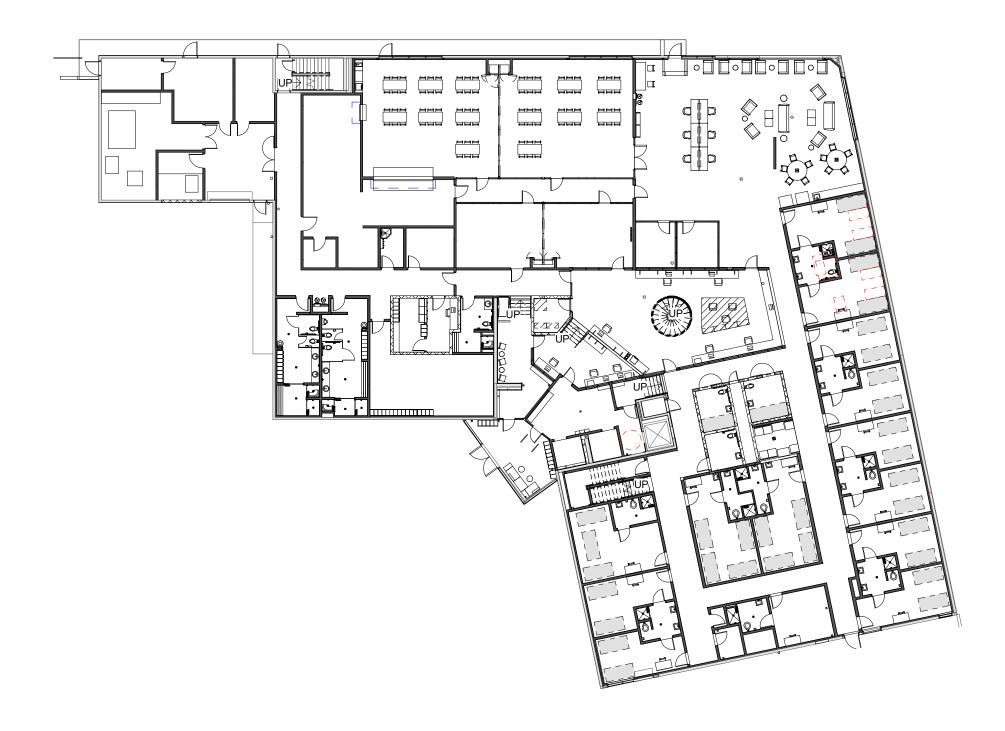
Programming for a new 6,000 SF Police Precinct Administration Building on the Riverton City Hall campus, per scope of work provide by Salt Lake County.

Salt Lake County Oxbow Prison Mechanical Upgrades

CONTACT: John Bergen

COMPLETED: 2016

ajc architects worked in collaboration with a mechanical engineer to provide Construction Administration services for an existing cooling tower replacement at Salt Lake County's Oxbow prison.



UDC COMMUNITY CORRECTIONS LEVEL 1



Utah Department of Corrections Timpanogos Corrections Renovation

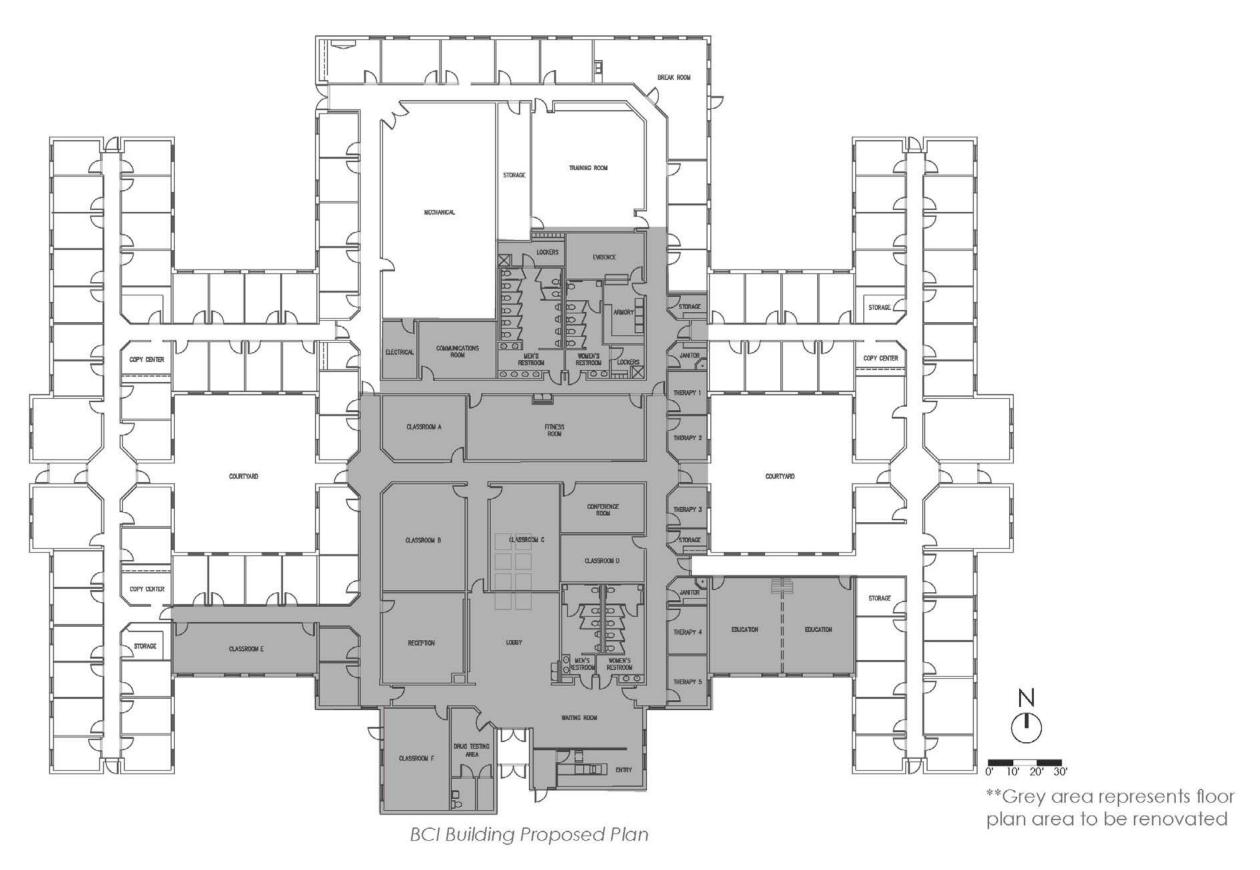
San Juan County | Public Safety Building Remodel and Expansion



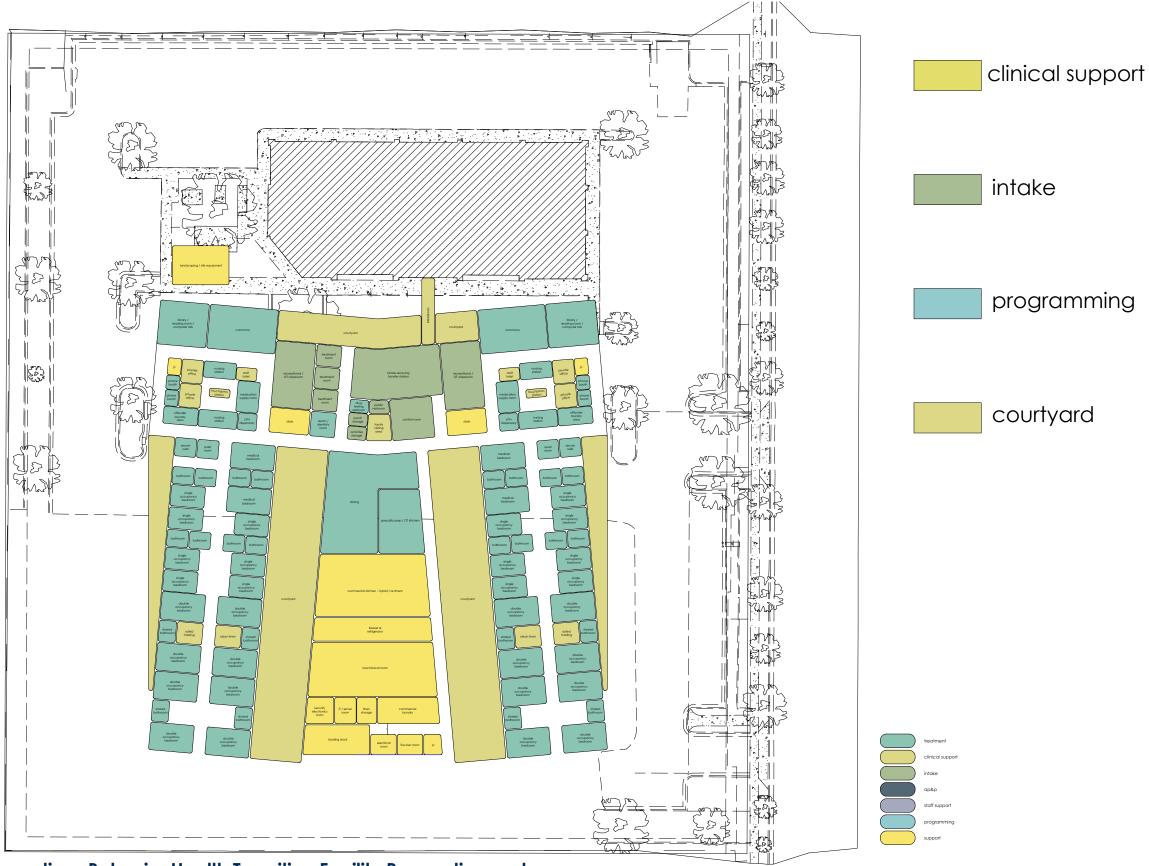
UDC COMMUNITY CORRECTIONS LEVEL 2



SCALE: 1" = 20'-0"

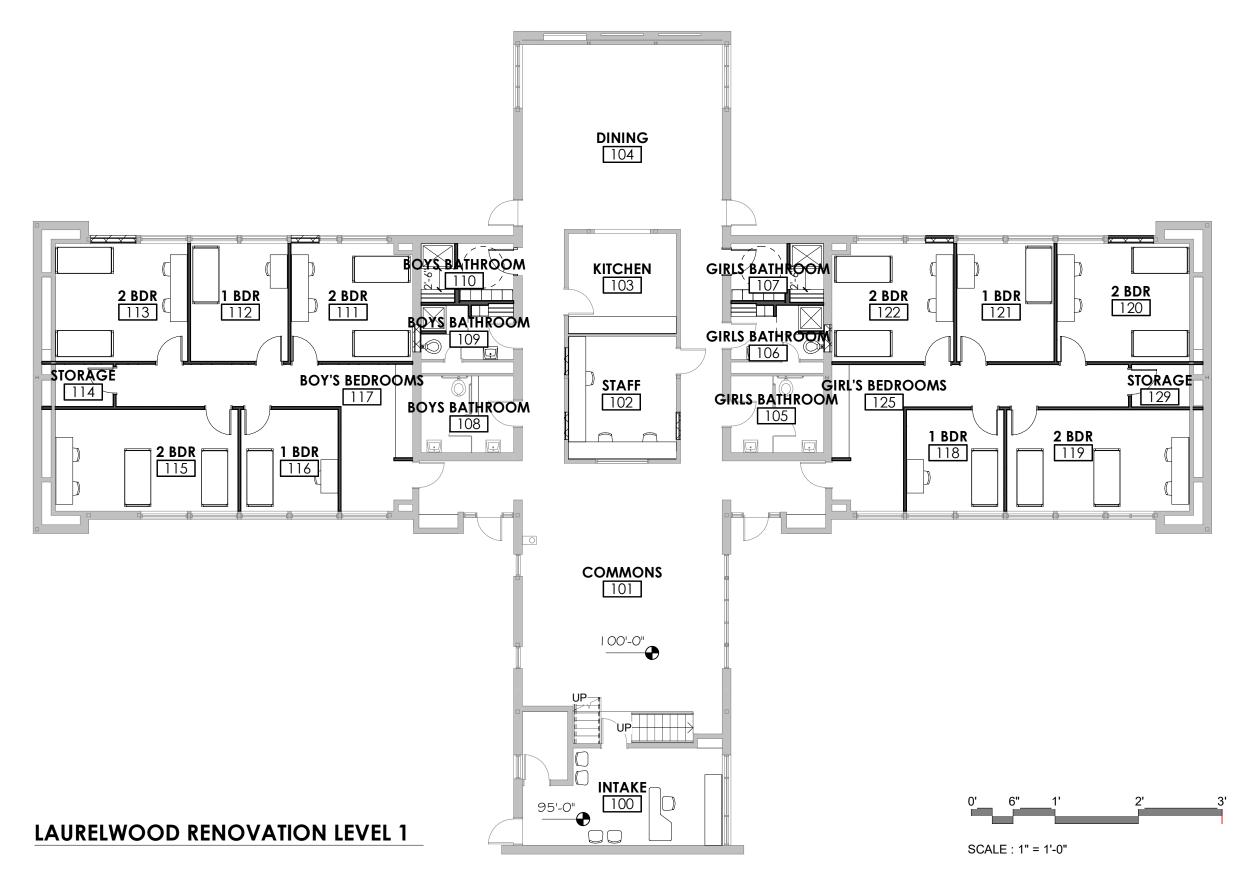


Utah Department of Corrections TRC Relocation and Remodel of Existing BCI Building



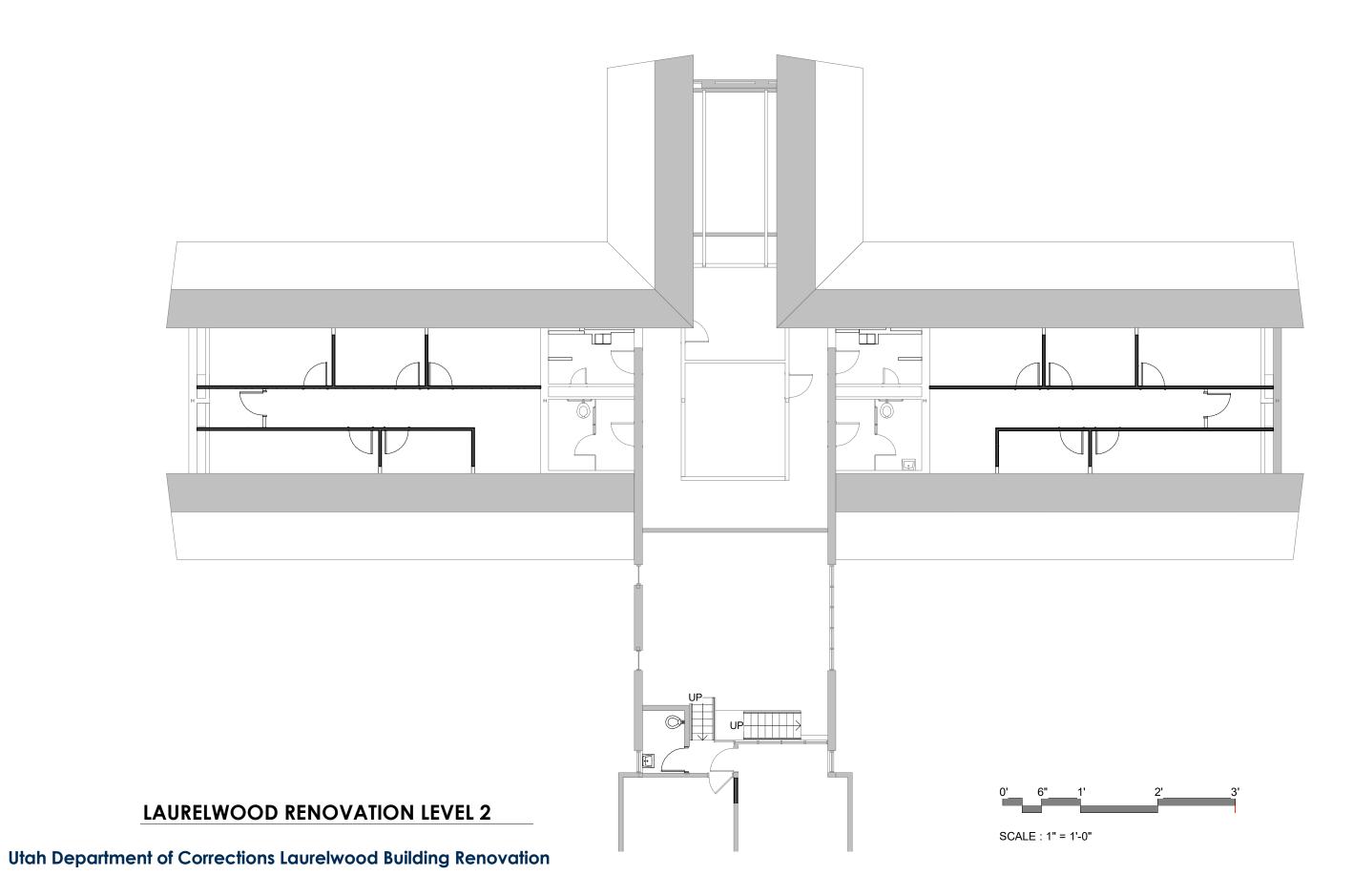
FLOOR PLANS OF SIMILAR PROJECTS

Item 21.

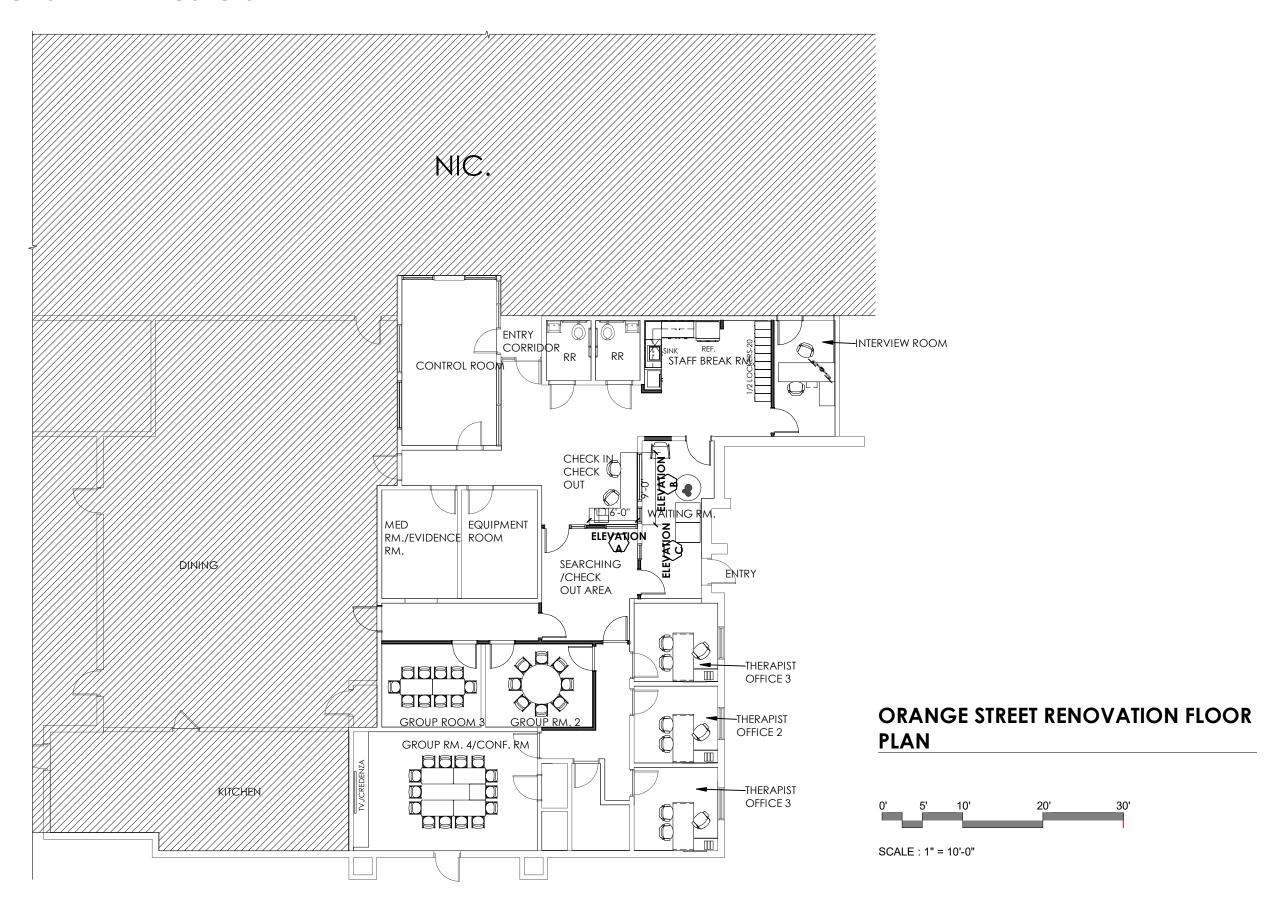


Utah Department of Corrections Laurelwood Building Renovation

San Juan County | Public Safety Building Remodel and Expansion

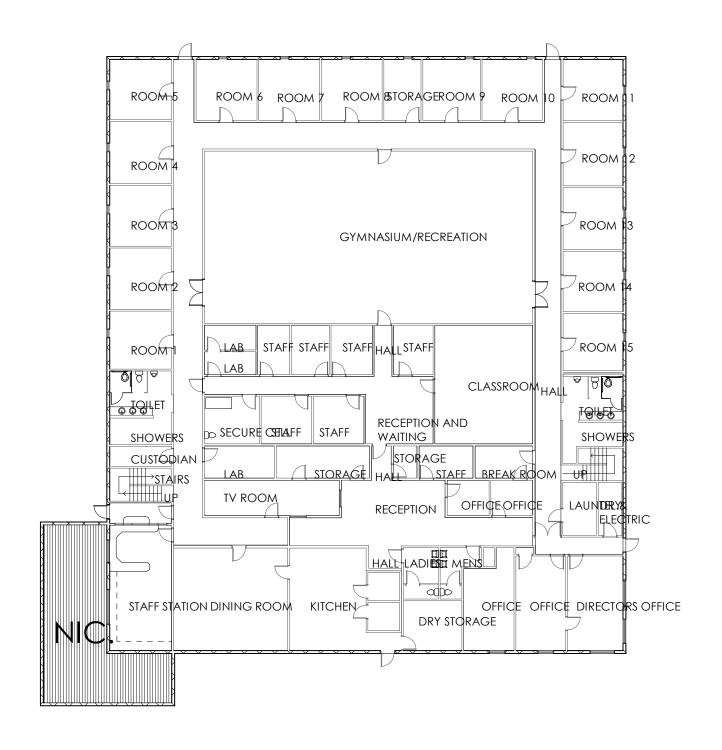


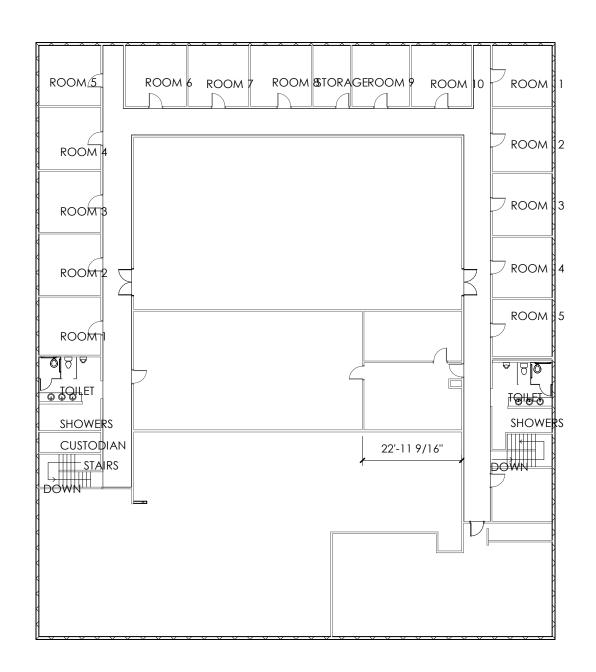
FLOOR PLANS OF SIMILAR PROJECTS



Utah Department of Corrections Orange Street Building Renovation

San Juan County | Public Safety Building Remodel and Expansion





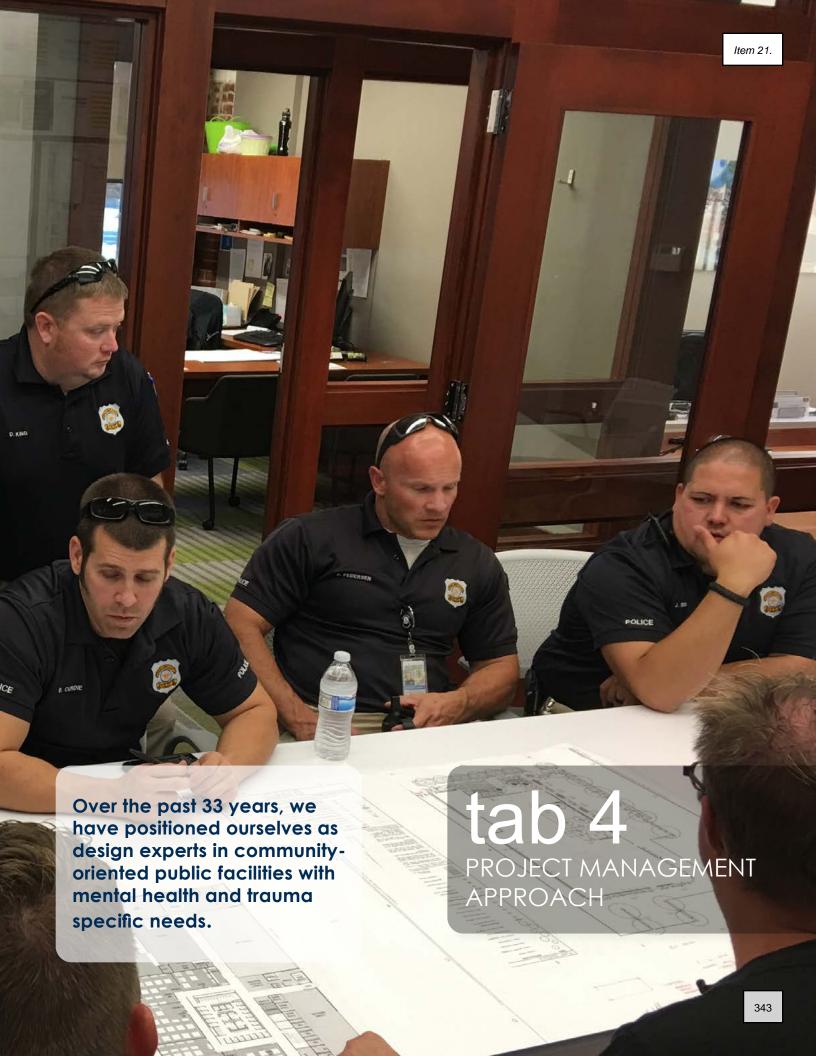
DOC BONNEVILLE LEVEL 1

DOC BONNEVILE LEVEL 2



SCALE : 1" = 20'-0"





4 | PROJECT MANAGEMENT APPROACH

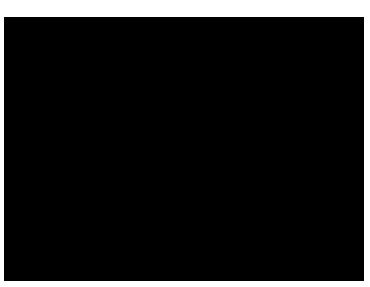
SCOPE CONTROL PLAN

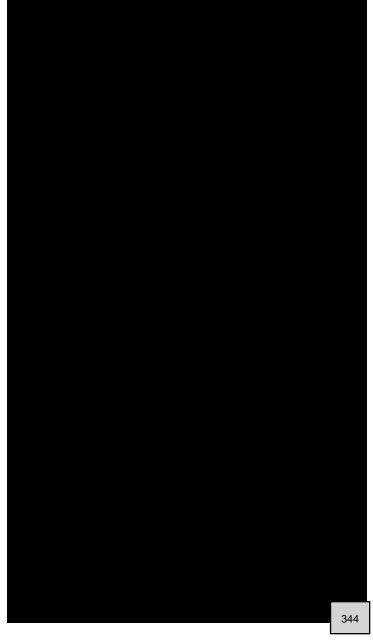




BUDGET CONTROL PLAN







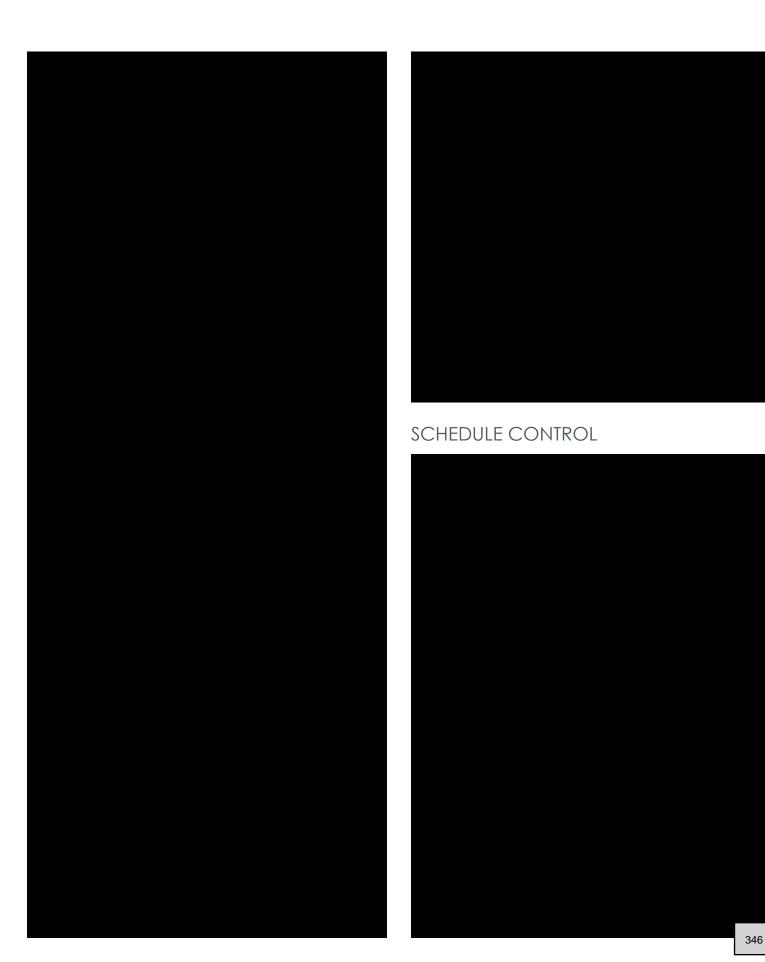


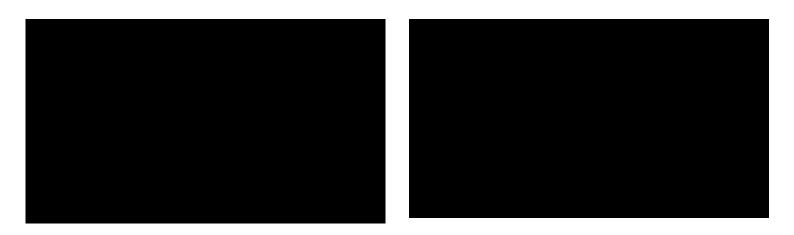


RISK AND MITIGATION STRATEGIES

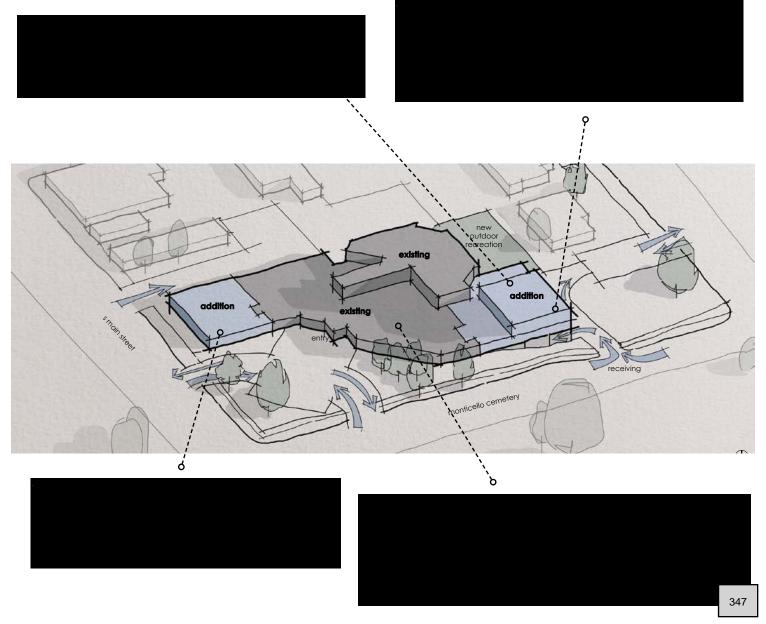


345



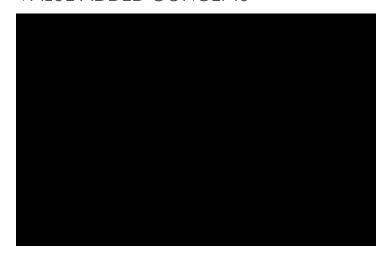


Based on our existing understanding of the proposed program we have already begun to identify site specific opportunities and challenges. We've included some initial thoughts, below, that we would like to explore further during programming.



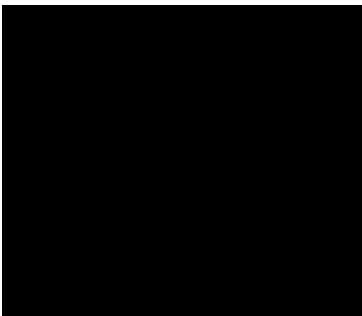
4 | PROJECT MANAGEMENT APPROACH

VALUE ADDED CONCEPTS



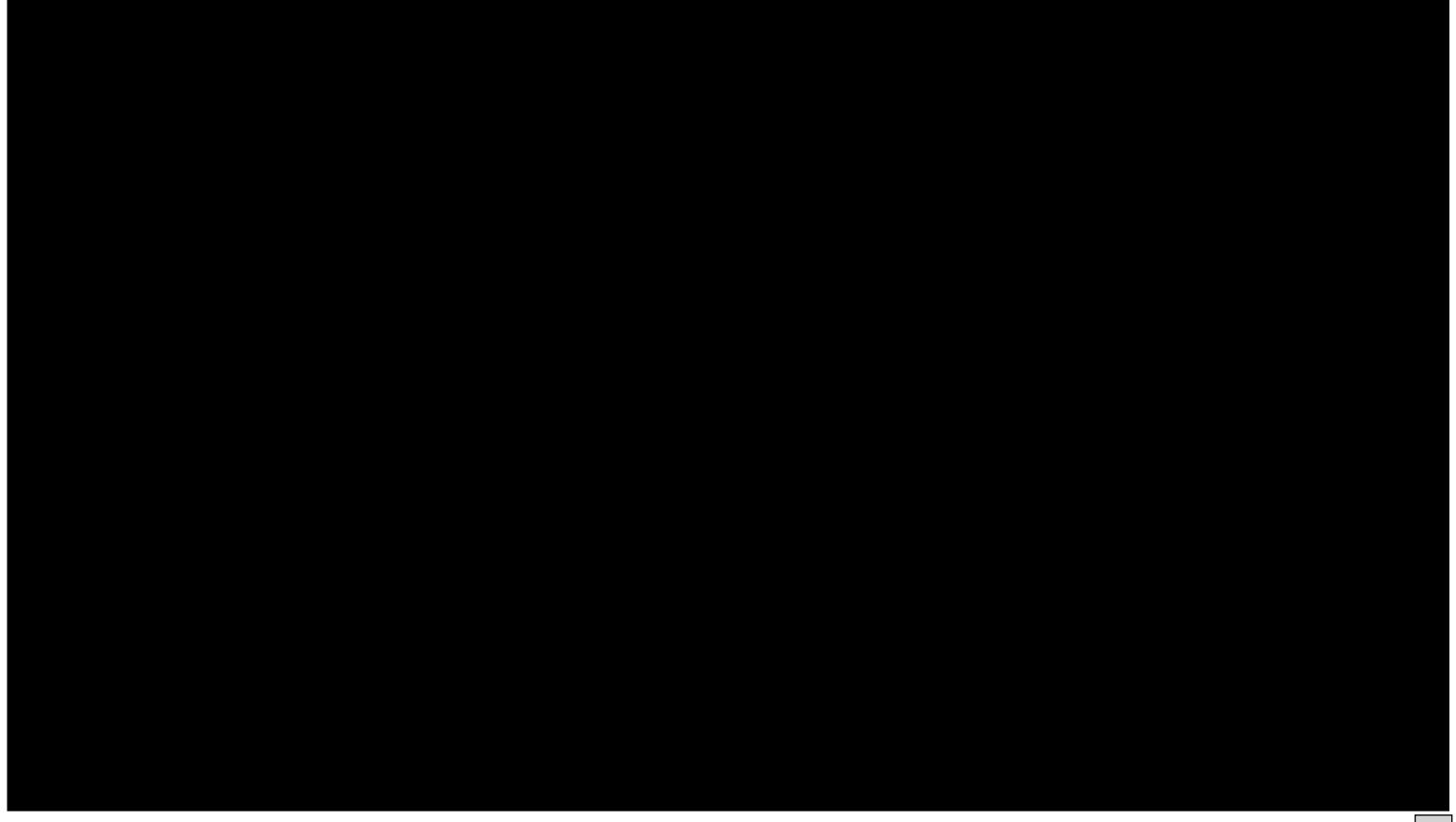




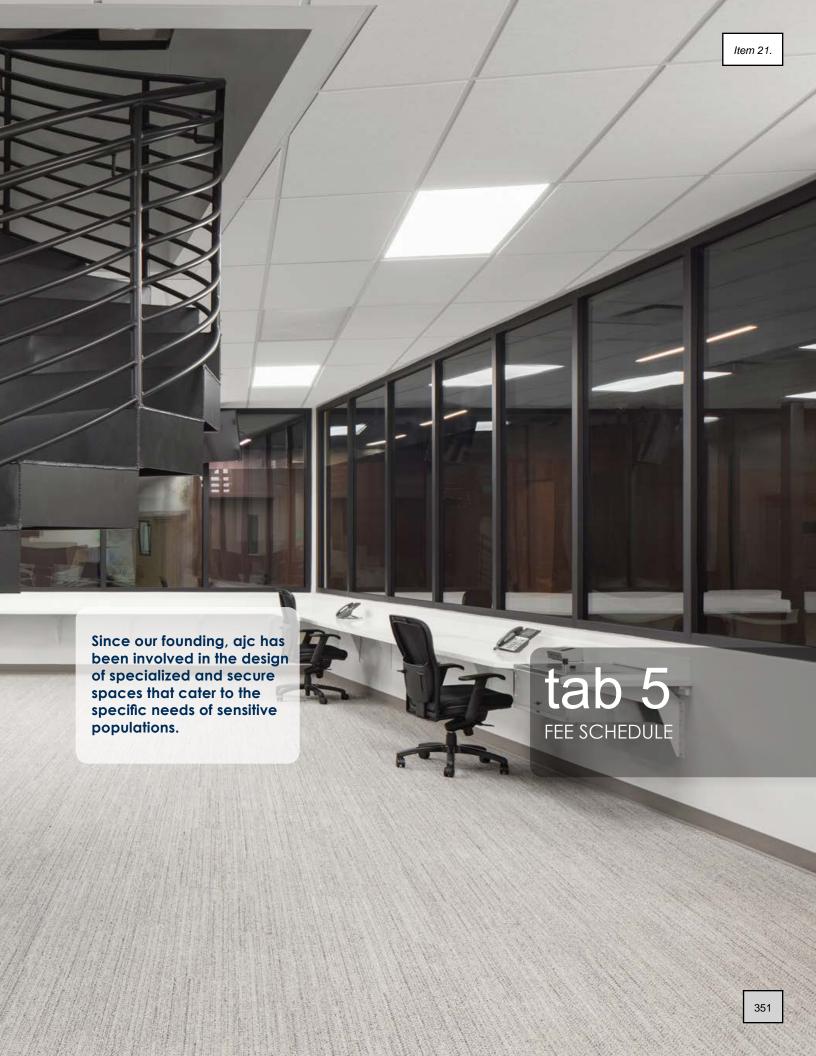


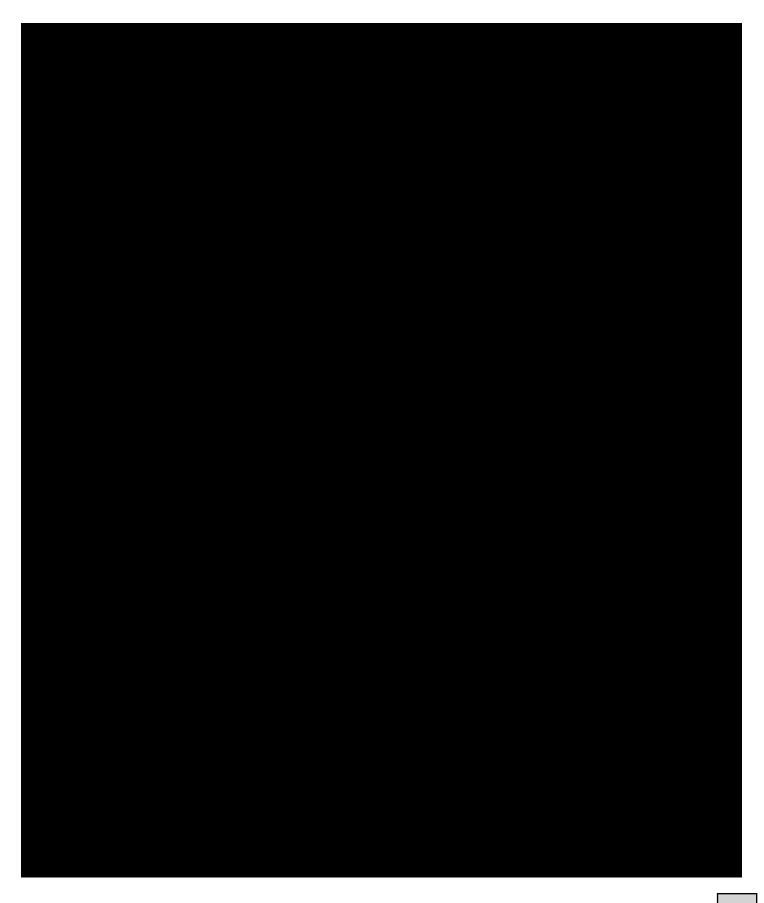


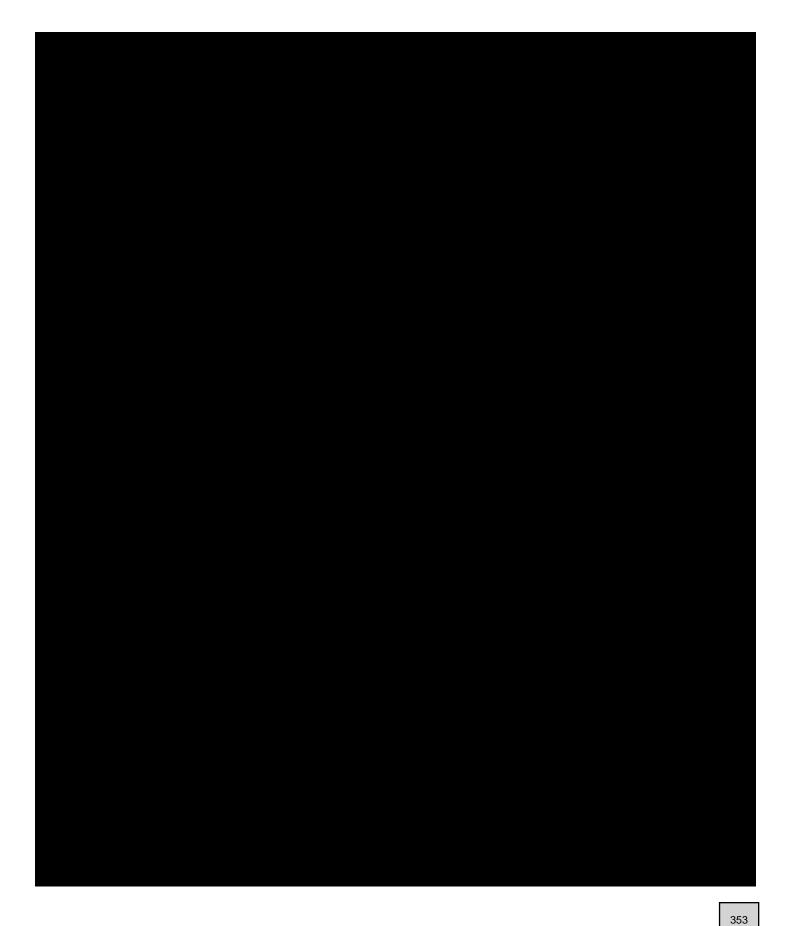




















SAN JUAN COUNTY COMMISSION

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

January 6, 2024

The Honorable Pete Buttigieg U.S. Secretary of Transportation U.S. Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590

Subject: Letter of Support for the 2024 RAISE Grant Application for the Utah Trail Network Four

Corners Trail Planning Study

Dear Secretary Buttigieg:

The Board of San Juan County Commissioners expresses our support for the Utah Trail Network Four Corners Planning Study Grant Application and overall project. In 2023, the Utah State Legislature tasked the Utah Department of Transportation with building, operating, and maintaining a statewide network of paved, shared-use trails. The vision is that this network will provide all Utahns with a transportation option that is safe, equitable, and sustainable.

The Four Corners Planning Study is focused on the part of the network that will provide connectivity between rural communities in Southern Utah and on the Navajo Nation. These communities are historically disadvantaged, have high rates of poverty, have low rates of vehicle ownership, and a significant percentage of households have at least one person with a disability. Two-lane state highways provide the primary connectivity in this area, but most have minimal shoulders, which creates uncomfortable and unsafe conditions for pedestrians, bicyclists, and other nonmotorized users. This planning study will lay the groundwork to provide these under-served communities with a transportation network that provides equitable connectivity and mobility to individuals who cannot access or choose not to own a vehicle. This project will also help promote community and environmental health by reducing vehicle miles traveled and emissions while providing a safe space for active transportation users.

In addition to the equity and safety considerations, this project will also help drive economic opportunity. A portion of U.S. Route 191 in the study area is a designated U.S. Bicycle Route that brings regional and national travelers through the area. The proposed route in this study serves important recreational destinations, such as Bears Ears National Monument; Moab, Utah; the San Juan River; and Monument Valley in the Navajo Nation in Arizona, and it will provide an additional draw for tourism which will generate economic benefits. This planning study will actively engage with local and regional stakeholders, work to identify and understand community needs, and provide solutions that fit within the local community context.

This planning study meets the RAISE program criteria and has strong community support. I fully support this important project and ask for your favorable consideration.

Sincerely,	
lancia I lamvav	
Jamie Harvey Commission Chair	



COMMISSION STAFF REPORT

MEETING DATE: February 6, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of Contract for Septic Inspections with Jones

& Demille, presented by Grant Sunada, Public Health Director

RECOMMENDATION: Approve

SUMMARY

On November 10, 2023, San Juan County issued a Request for Proposals aiming to contract with licensed Environmental Health Scientist(s) to provide supplemental support for San Juan Public Health (SJPH) to fulfill state Environmental Health requirements while SJPH staff are on Family and Medical Leave. Due to the pressing need for wastewater/septic inspections before winter weather arrives and because Jones & Demille is qualified to fulfill the contract, San Juan Public Health recommends that we accept the only proposal received thus far.

The purpose of this contract is allow Jones & Demille Engineering (JDE) Environmental Health Scientists to. This contract includes the following activities to be completed by Jones & Demille:

- Review septic design submittals and applications for San Juan County
- Make recommendations for approval or correction/rejection
- Installation inspections as required by San Juan County
- Record keeping and as-builts as required by San Juan County
- Coordination with San Juan County
- Site inspections will be completed by JDE's local Construction Engineering Technicians under the direction of a remote Utah Level 3 Certified Professional

HISTORY/PAST ACTION

This is a new contract for this purpose, but San Juan County has previously contracted with Jones & Demille for other services.

FISCAL IMPACT

San Juan Public Health agrees to pay in accordance with attached hourly rates with an estimated fee of \$5,000. JDE reserves the right to adjust billing rates based on market conditions and rate adjustments. Services beyond the scope outlined above will be based on hourly rates.

Memorandum of Understanding

Between

Utah State University

Preschool Development Grant Activity #5 (PDGA5) Project

and

San Juan County Health Department (SJCHD)

This Memorandum of Understanding (MOU) sets for the terms and understanding between Preschool Development Grant Activity #5 (PDGA5) Project at Utah State University (USU) and the San Juan County Health Department (SJCHD) to complete activities related to the Preschool Development Grant Activity #5.

Definitions

- "Program" means (SJCHD)
- "PDGA5" means Preschool Development Grant Activity #5
- "DHHS" means the Department of Health and Human Services
- "ECCE" means Early Childhood Care and Education, birth to 8 population
- "IRB" means Institutional Review Board, through DHHS, Utah State University, or other relevant systems, such as through local tribal governments and organization.
- "USU" means Utah State University
- "MOU" means Memorandum of Understanding

Background

This MOU:

- Covers work to be completed under PDG5 support of program quality improvement. This MOU describes how the partners will work together to implement culturally diverse, high-quality early childhood programming, and improve access for underserved populations in San Juan County.
- Identifies data that will be collected, and the ownership of all data collected under the agreement.
- Ensures that parties to the Memoranda will have review and comment authority as coauthors of any document.

SJCHD has been evaluated based upon the following criteria:

(A) provides services connected/related to the ECCE system in Utah such through their programs such as:

- Parents as teachers/Home Visiting Nurse,
- Women, Infants, & Children WIC,
- Developmental Screening, and
- Children with Special Healthcare Needs)
- Other suitable projects/programs that SJCHD might think suitable.

(B) ability to address issues identified by community partners and families; and (C) willing and able to provide information related to the performance metrics identified in the DHHS contract with USU

Also, it's acknowledged that the PDGA5 team has encouraged and supported SJCHD to complete a community engagement readiness assessment checklist provided by the DHHS Office of Health Equity.

Purpose

This MOU will outline the program-specific vision of culturally responsive practices. It outlines targeted outcomes, as well as a summary of program-specific targets to guide the work. This includes gathering and analyzing program information that aligns with program-specific target outcomes including relevant performance metrics.

The above goals will be accomplished by undertaking the following activities:

- Identification and development of resources to improve community participation into SJCHD programs, including:
 - Developing strategies and materials (flyers, social media participation, networking) to promote the programs.
 - Disseminating information about the programs as we get connected with other programs outside the Health Department.
 - o Creating effective-culturally appropriate "incentives" might help reduce some participation barriers.
 - o Developing and implementing outreach, enrollment, and evidence-based practices ensuring inclusion of all children.
 - o Identifying Children with Special Health and Healthcare Needs
- Provision of professional development and technical assistance on trainings in topics such as:
 - Community-tailored/-engaged marketing (e.g., social media, grassroots, participatory, action-oriented, integrated with community action cycles and health assessments)
 - Motivational Interviewing (especially when tailored to rural, frontier, native, and underrepresented)

- Resilience (addressing burnout, trauma, caregivers, etc; across individual- and collective-oriented cultures). Dialectical behavior therapy (DBT) for non-therapists as one example of resiliency training that helps staff better help their clients (e.g., WIC, CSHCN) and community (via Health Promotion etc.)
- Community action cycles and community health assessments (especially when tailored to rural, frontier, native, and underrepresented; e.g., integrate with <u>The</u> <u>Beauty Way</u>)
- Integration across these training topics so that we have a longitudinal, iterative, cross-cutting process for staff capacity building.
- Strengthening systems needs for data sharing, analysis, use, monitoring, quality improvement, accountability, effective governance, communication, and decisionmaking.
- Development of evaluation approaches considering strengths and needs related to programs and training topics requested by SJCHD.
- Enhancement of program standards, curriculum, coaching, and assessment of child outcomes across programs.
- Provision of professional development and technical assistance on reviewing and adapting current curriculums tools, forms, and assessments, to be responsive to local contexts, cultures, and program settings, including:
 - Reviewing and offering potential culturally responsive options/suggestions for current program curriculums SJCHD and PDGA5 think important.
 - Ex. Family Spirit Home Visiting Program (for the Parent as teacher program?) https://cih.jhu.edu/programs/family-spirit-home-visiting-program/ The Family Spirit Program is an evidence-based and culturally tailored home visiting intervention delivered by Native American paraprofessionals as an Indigenous solution to supporting caregivers during pregnancy and early childhood.
 - Educating and developing preventive work considering cultural factors that includes life skills, Nutrition classes, and other activities partnering with High school, 4H, and other pertinent agencies.
 - Developing and implementing equitable and culturally responsible practices for all children, families, and providers, including children who are dual or multi– language learners and their families, dual or multi-lingual providers, and individuals from historically marginalized communities.
 - improving developmental, social-emotional, and other learning opportunities for children birth to eight.
- Implementation of the ACT curriculum https://cehs.usu.edu/scce/services/act-guide/noting that these activities will not be part of the budget included into this MOU.
- Collaborative actions with San Juan County programs and community stakeholders might help to improve participation outcomes. For example, expanding information about your programs in collaboration with other programs and coalitions such as Medicaid, Medicare, CHIP, Food stamps/SNAP, Food Bank, LDS Church, ECCE, etc.

Any other support/action/activities that SJCHD and PDGA5 might think relevant as work
progress. For example, it will be expected to develop a culturally sensitive toolbox based
on lessons learned at the end of the project.

Outreach Materials

Materials developed as outreach materials shall be submitted for pre-approval by DHHS prior to use. This includes all materials on which the DHHS logo will be used, as approval by the Department's Public Information Officer is required.

Intellectual Property Rights

Intellectual property rights will be shared equally between SJCHD and PDGA5 so they will need both acceptance for any use or dissemination of any material or product developed through this MOU collaborative effort.

Human Subjects Protections

If needed, research and evaluation activities will be reviewed by the DHHS IRB, Utah State University IRB and the IRB of each tribal group that will have participants in grant activities, or other relevant ethics committees, to ensure justice, beneficence, and respect for persons engaged in research activities carried out as a part of this collaborative effort.

Outcomes

The overall goal for these collaborative efforts is to develop and implement culturally responsive practices with a focus on culturally diverse children, families, and providers in San Juan County. Programs' understanding of culturally responsive practices and strategies for interacting with and learning from a diverse set of families is an important part of building trust with historically marginalized community members. These interactions are foundational in families' choices to engage in each service. Thus, it is critical to develop and implement culturally appropriate programming to invite families to engage in services, benefit from services while involved with programming, and minimize potential harms associated with services that do not align with families' cultural values.

- (1) Specific outcomes for this agreement are as follows:
 - (A) to improve culturally responsive ECCE services in San Juan County; and
 - (B) to improve family and parent engagement in ECCE services in San Juan County.

Performance Metrics

Measurement tools will be adapted as appropriate for the context and can be modified by mutual agreement. Each partner program will cooperate in providing information relevant to the following specific outcomes:

[Only include only metrics related to PDG5 target outcomes, and any other program specific outcomes]

(1) Culturally responsive services

a. Providers and Teachers Cultural Sensitivity with Families

- i. *Population*: Providers/Teachers employed by the program
- ii. Measurement Tool: Teacher/provider Multicultural Attitude Survey
- iii. Collected by: (Partner)
- iv. Owned by: (Partner)
- v. *Timeline*: By the end of engagement (12-month period)
- vi. *Target*: At least 25% of providers at partner programs will report each year improved cultural sensitivity and receptivity.
- (2) Family and parent engagement in ECCE services

a. Parent Satisfaction with Culturally Responsive Practices

- i. Population: Families participating in services provided
- ii. *Measurement Tool*: Standard of Quality for Family Strengthening and Support participant survey
- iii. Collected by: (Partner)
- iv. Owned by: (Partner)
- v. *Timeline*: Beginning (Month range) and end (month range) of MOU agreement
- vi. *Target*: Satisfaction will improve at least one scale anchor (for example, from Neutral to Agree) and 50% or more of families will agree or strongly agree with statements related to positive programming diversity, equity, and inclusive practices

b. Parent and Family Engagement

- i. Population: Program participants
- ii. Measurement Tool: Enrollment data from the partner program
- iii. Collected by: (Partner)
- iv. Owned by: (Partner)
- v. *Timeline*: Beginning (Month range) and end (month range) of MOU agreement
- vi. *Target*: The number of families engaged in partner program services will match the organizational capacity of the individual program, and participant racial and ethnic demographics will reflect demographics for San Juan County.

Dissemination

The USU PDG5 team will develop individualized summaries for each partner program, including the applicable specific performance metrics.

Parties to the Memoranda will have review and comment authority as co-authors of any document.

Outline any specific dissemination plans and work collaboratively to develop pertinent information.

Reporting

PDGA5 will evaluate effectiveness and adherence to the agreement and data will be collected at the beginning, middle, and end of the project life cycle. Analysis and interpretation of the data will be completed in a collaborative manner.

Funding

As PDGA5 available funding allows, this MOU support the following funds for use in the following ways:

Year 1.

Personnel	Base	Salary	Benefits	Tot	tal
Community Health Professional	\$	60,500	\$ 26,625	\$	87,125
<u>Travel</u>					
Local travel				\$	8,112
<u>Other</u>					
Health Department Equipment				\$	8,000
Health Department Curriculum				\$	10,000
Training and outreaching materials				\$	6,000
Health Department Trainings					
Food and space				\$	3,750
Translator				\$	3,750
Child care				\$	3,750
Incentives				\$	3,750
(ACT curriculum) https://cehs.usu.edu/scce/services/act-guide/					

Total		\$ 134,237

Year 2.

Personnel	Base Salary	Benefits	Total
Community Health Professional	\$ 60,500	\$ 26,625	\$ 87,125
<u>Travel</u>			
Local travel			\$ 6000
<u>Other</u>			
Health Department Curriculum			\$ 4,000
Training and outreaching materials			\$ 4,000
Health Department Trainings			
Food and space			\$ 3,000
Translator			\$ 3,000
Child care			\$ 3,000
Incentives			\$ 3,000
(ACT curriculum) https://cehs.usu.edu/scce/services/act-guide/			
Total			\$ 113,125

All invoices should be sent directly to the USU Controller's Office for review. Also, SJCHD is committed to help with some available fundings for the training, as a partner committed to have long partnership and self-sustainable program actions.

Operationalization

- Dr. Eduardo Ortiz, from PDGA5 and Brittney Carlson will have at least biweekly meetings with CHWs to coordinate project activities and progress. At least 8 meetings per year will be in person.
- CHW will be USU employees, and they will have specific job descriptions that will not interfere with or overlap with their SJCHD work if it will be the case.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from PDGA5 and SJCHD. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from PDGA5 and SJCHD this MOU shall end on December 31, 2025.

Contact Information

Partner name: Partner name:

Partner representative: Partner representative:

Position:
Address:
Address:
Telephone:
E-mail:
Position:
Address:
Telephone:
E-mail:

(Partner signature) (Partner signature)

(Partner name, organization, position) (Partner name, organization, position)

Date: XX/XX/XXXX Date: XX/XX/XXXX



AGREEMENT

This Bailment Agreement ("<u>Agreement</u>") is between Utah State University ("<u>USU</u>") and the following Recipient ("Recipient"):

(<u></u>)·		
Name:	San Juan County		
Address:	735 S 200 W Suite 2 Blanding, UT 84511-0089		
Phone:	435-587-3838	Email:	publichealth@sanjuancounty.org
Contact Person (if Recipient is a company):		Grant S	Sunada

USU and San Juan County each may be referred to herein as a "<u>Party</u>" or collectively as the "<u>Parties</u>." In consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. <u>Property</u>. Under the terms and conditions set forth herein, USU agrees to transfer the following property to Recipient:

Description:	See Appendix A

Recipient agrees (i) that all right, title, and interest in the Property shall remain with USU for the duration of the funding period; and (ii) that the Property will only be used for the limited purpose of the PDG project (Virtual meetings, trainings, and communications) included educational and operational San Juan County Public Health Department related programs and will not be used for any profit-making purpose, unless written permission is obtained from USU.

2. <u>Term.</u>

- 2.1. <u>Term.</u> The term of this Agreement shall commence upon signature ("<u>Effective Date</u>" and shall terminate on December 31, 2025 or once the studies are completed and the results are shared by both Parties ("<u>Initial Term Expiration Date</u>"), and thereafter shall continue on a month-to-month basis with either Party having the ability to terminate the Agreement with thirty (30) days written notice (together, the "<u>Term</u>").
- 2.2. Expiration of Term. This Agreement, with the exception of the confidentiality terms, will automatically expire on December 31, 2025 or once the studies are completed and the results are shared by both Parties. Upon the expiration of this Agreement, Recipient shall assume possession and responsibility for the project materials for their continued use for educational and operational San Juan County Health Department related programs purposes.
- **3.** <u>Warranty Disclaimer</u>. Recipient acknowledges and agrees that the Property is received on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis, without any representation or warranty of any kind or nature whatsoever express or implied. Recipient further acknowledges and agrees that no additional representations or warranties have been made with respect to the Property.
- 4. <u>Indemnification</u>. Recipient agrees to indemnify, hold harmless, and release USU and all its officers, agents, volunteers, and employees ("<u>Indemnitees</u>") from and against any and all loss, damages, deficiencies, injury, liability, suits, claims, actions, judgements, settlements, proceedings, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees arising out of the Recipient's performance or rights under this Agreement, specifically including Recipients use of the Property, which are caused in whole or in part by the negligence of Recipient's officers, agents, volunteers, guests, invitees, or employees. USU shall not be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim

Page 1 of 4 GEN tmpl 06.11.2020

367



arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

5. <u>Default</u>. Either Party may terminate this Agreement by giving written notice to the other Party if said other party is in material breach of any provision of this Agreement. Termination will be effective thirty (30) days after such written notice, unless the breaching party cures the default/breach identified in the notice within the thirty (30) day period. Neither party waives any right or remedy provided by law by providing notice of termination. If the Agreement is terminated by either party prior to December 31, 2025, USU will remove the property from the Recipient.

6. Miscellaneous

- 6.1. <u>Choice of Law and Venue</u>. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.
- 6.2. Government Records and Management Act. Recipient acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within USU's possession or control, including without limitation, the Agreement, may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to USU that Recipient believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.
- 6.3. Governmental Immunity. Recipient further acknowledges that both parties of this agreement are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "<u>Act</u>"). Nothing in the Agreement shall be construed as a waiver by both parties of any protections, rights, or defenses applicable to both parties under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of Recipient or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of USU contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of both parties. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.
- 6.4. <u>Notice</u>. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening clause of this Agreement.
- 6.5. <u>Assignment</u>. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.
- 6.6. <u>Conflict of Interest</u>. Recipient represents that none of its decision maker officers are officers or employees of USU, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended, and USU Personnel Policy 307.
 - 6.7. Equal Opportunity. The Recipient agrees to abide by the provisions of Title VI and VII of

Page 2 of 4 GEN tmpl 06.11.2020





LITAH STATE LINIVERSITY

the Civil Rights Act of 1964 (42 USC 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; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Recipient agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace.

- 6.8. <u>Debarment</u>. The Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency. If the Recipient cannot certify this statement, attach a written explanation for review by USU.
- 6.9. <u>Relationship of Parties</u>. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.
 - 6.10. <u>Headings</u>. No headings in this Agreement affect its interpretation.
- 6.11. <u>Amendment and Supplement</u>. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
- 6.12. <u>Merger</u>. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.
- 6.13. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, Recipient and USU each caused this Agreement to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.

SAN IIIAN COUNTY

OTMISTATE CHIVERSITT	SHIVE HIVE COUNTY
By:	By:
Print Name:	Name: Jamie Harvey
Title:	Title: Commission Chair
Date:	Date: February 6, 2024

369



APPENDIX A

- 1. <u>Material</u>. USU agrees to provide communication equipment and related materials. All rights, title, and interest in the Material (and in any resulting Derivatives) shall remain with USU until the completion of the grant activities and the termination of this agreement.
- 2. <u>Project Communication Equipment Materials.</u> Mics coupled with some sound-dampening panels with video conferencing such as Dual HDL300 https://www.nureva.com/audio-conferencing/dual-hdl300 and BUBOS Art Acoustic Panels
- 3. <u>Intent.</u> Ownership of materials remains with USU/Grant for the duration of the funding period. The agreement expires on December 31, 2025 or once the studies are completed and the results are shared by both Parties. Upon the expiration of this Agreement, Recipient shall assume possession and responsibility for the project equipment and materials for their continued use for educational and operational San Juan County Public Health Department related programs purposes.
- 4. <u>Purpose</u>. The Material will be used for the purposes of the PDG project and other educational and operational San Juan County Public Health Department related programs activities.
- 5. **Delivery**. The Material will be shipped upon execution of this Agreement.
- 6. **Restricted Distribution**. Recipient shall not distribute or release the Material to any person other than PDG project and San Juan County Public Health Department personnel under Recipient's direct control and supervision. Recipient shall ensure that no one will be allowed to take or send the Material to any other location, unless written permission is obtained from USU.

Page 4 of 4 GEN tmpl 06.11.2020