



## **BOARD OF COMMISSIONERS MEETING**

**117 South Main Street, Monticello, Utah 84535. Commission Chambers**  
**January 20, 2026 at 11:00 AM**

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### **AGENDA**

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

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **INVOCATION**

#### **PLEDGE OF ALLEGIANCE**

#### **CONFLICT OF INTEREST DISCLOSURE**

#### **PUBLIC COMMENT**

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

<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile  
+13462487799,,88279631170# US (Houston)

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

*As indicated in our Commission Policies and Procedures, the following applies:*

Procedure: Orderly procedure requires that each member of the public shall proceed without interruption from the audience and shall retire when their time is up; that all statements shall be addressed to the Commission, and that there be no questioning or argument between individuals.

Questions: After being first recognized by the Chair, Commissioners and staff members may ask questions and make appropriate comments; however, no Commissioner should argue or debate an issue with the petitioner/member of the public.

No Assignment of Time: If there are several speakers on a matter, one person may not assign their time to another in an effort to increase the allowed speaking time. Individual citizens and citizen groups may select a person to make a presentation on their behalf, but each individual's speaking time will be limited to three minutes, subject to the discretion of the Chair or a vote of the Commission.

*Orderly Conduct:* Citizens attending meetings shall observe rules of propriety, decorum and good conduct. Unauthorized remarks and similar demonstrations shall not be permitted by the Chair who may direct the removal of offenders from the meeting.

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

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

1. Approval of \$114,233.41 in Small Purchases; \$12,000 on Optimized Audience Campaign 3 United Kingdom Spring, and \$8,999 on 1/2 page Advertisement in 2025-2026 Utah International Guide for the Visitor Services, \$37,905 on Environmental Products, \$21,627.51 on Building Supplies for the Landfill, and \$9,001.90 on Training Gear for the Sheriff's Office and \$24,700 on Stryker Power Load System for Emergency Medical Services
2. Approval of the December 2, 2025 Commission Meeting Minutes
3. Approval for December 30, 2025 Commission Meeting Minutes - 2025-6 Amended & Proposed Budget Hearings
4. Approval of the December 30, 2025 Community Development Block Grant Hearing Minutes
5. Approval of the January 6, 2026 Commission Work Meeting Minutes
6. Approval of the January 6, 2026 Commission Meeting Minutes
7. Approval of a Letter of Support for the 2026 Community Development Block Grant Application for \$177,000 in Funding for the La Sal Fire/EMS Station Restroom Installation

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

8. State Funding via Representative Monson for Three 4-H Coordinator Position. Reagan Wytsalucy, San Juan County Extension Director

## **BUSINESS/ACTION**

9. Consideration and Approval of the Amendment to the Cooperative Agreement between Utah State University Extension Services and San Juan County. Reagan Wytsalucy, San Juan County Extension Director
10. Consideration and Approval of the Revised San Juan County Rural Economic Blueprint. August Granath, Technical Outreach Manager
11. Consideration and Approval of the Disease Response, Evaluation, Analysis and Monitoring 2024 San Juan County Health Department Contract between the Utah Department of Health & Human Services and San Juan County, Amendment 1. Mike Moulton, Public Health Interim Director

12. Consideration and Approval of the San Juan County Health Department Tobacco Contract Between San Juan County and the State of Utah Department of Health and Human Services for Fiscal Year 2021 through Fiscal Year 2025, Amendment 10. Mike Moulton, Public Health Interim Director
13. Consideration and Approval of San Juan County Public Health Infrastructure 2023 Contract Between the State of Utah Health and Human Services and San Juan County Amendment 2. Mike Moulton, Public Health Interim Director
14. Consideration and Approval for a Service and Business Associate Agreement Between Elation Health And San Juan County Public Health. Mike Moulton, Public Health Interim Director
15. Consideration and Approval of the Justice Court Analysis on the Merging of the Monticello City Justice Court. Mitchell Maughan, County Attorney
16. Consideration and Approval of the Interlocal Agreement between San Juan County and Monticello City Governing the Use of the San Juan County Justice Court. Kaeden Kulow, City Manager

## **BUSINESS/ACTION**

17. Consideration and Approval of the Board of Equalization Hearing Adjustments and Low Income Abatement. Lyman Duncan, County/Auditor

## **EXECUTIVE SESSION**

18. Make a Motion to Enter Into A Closed Executive Session to Discuss The Character, Professional Competence, or Physical or Mental Health of an Individual As Permitted Under UCA 52-4-205.

## **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\*\*



117 S Main, Monticello, UT 84535

**PO Deliver To:**

Purchase Order Number:: 126983

PO Date:: 12/31/2025

**Vendor Name:** Miles Partnership

Department: Visitor Services

## Purchase Order

Product ID	Quantity	Description	Unit Price	Amount
104193490	1	Optimized Audience Campaign 3 United Kingdom Spring	12,000 USD	12,000 USD

**Sub Total:** 12,000.00 USD **Tax:** Freight: **Total Due: 12,000 USD**

### Purchase Validation

Miles Partnership Optimized Audience campaign 3 United Kingdom Spring

**Initiator Name:** Cortney Yazzie

Approved by /s/Mack McDonald

# Sole Source Justification

**Vendor:** Miles Media

**Program:** Brand USA UK Optimized Audience Campaign (Level 3)

**Department:** San Juan County Visitor Services

## Background and Purpose

San Juan County Visitor Services seeks to participate in Brand USA's UK Optimized Audience Campaign to increase international awareness of San Juan County and drive travel intent, consideration, and bookings from high-value international travelers. This campaign is administered exclusively through Brand USA's contracted marketing agency, Miles Media.

Brand USA is the official destination marketing organization (DMO) for the United States, responsible for promoting America to international markets. Miles Media serves as Brand USA's authorized agency of record for this program and is the sole provider capable of delivering this specific campaign, its integrated media placements, and its associated proprietary audience targeting and reporting.

## Justification for Sole Source Procurement

### 1. Exclusive Provider of Brand USA Campaign Access

Miles Media is the sole entity authorized to sell and administer participation in Brand USA's UK Optimized Audience Campaign. The campaign leverages Brand USA's proprietary platforms, including VisitTheUSA.com and AmericaTheBeautiful.com, as well as exclusive partnerships with major online travel agencies (OTAs) such as Booking.com. No other vendor can provide access to these placements, audiences, or integrations.

### 2. Strategic Alignment with Utah Office of Tourism

The Utah Office of Tourism has opted into this same Brand USA UK Optimized Audience Campaign at a higher investment level. By participating alongside the state, San Juan County Visitor Services benefits from a "piggyback" effect that significantly amplifies reach and effectiveness. This alignment results in an estimated **3:1 increase in value**, allowing the county to leverage the state's larger media buy and benefit from increased scale, stronger market presence, and enhanced efficiency that would not be achievable independently or through another vendor.

### 3. Unique Program Value and Integrated National Campaign

Brand USA's seasonally driven, full-funnel digital campaigns are strategically designed to reach consumers who are actively planning trips to the United States. The campaign targets

high-value international travelers motivated by meaningful experiences and personal fulfillment, aligning well with San Juan County's destination offerings.

Key elements that are unique to this program include:

- Full-funnel digital activation across inspiration, consideration, and booking stages
- Integration with Brand USA's national **America the Beautiful** campaign for unified creative and messaging
- Use of AI-powered trip planning tools and qualified international audiences
- Inclusion on Brand USA-owned platforms and third-party OTA channels with the largest reach and engagement in high-potential international markets

This three-tiered integration framework provides consistency, scale, and efficiency that cannot be replicated by any other marketing provider.

#### **4. Level 3 Deliverables and Media Exposure**

At the Level 3 buy-in, San Juan County Visitor Services will receive:

- **1 million native impressions**
- **2.7 million carousel impressions** on the Visit USA- America the Beautiful consumer website
- Inclusion and mention on the **Visit The USA page on Booking.com**

These deliverables provide significant exposure in the UK market during key in-market planning windows (45-90 days) and are supported by comprehensive post-campaign reporting (90-180 days).

#### **5. Proven Performance and Established Relationship**

San Juan County Visitor Services has advertised with Miles Media and Brand USA for many years and has consistently found their programs to be cost-effective and highly beneficial. Past participation has successfully placed San Juan County in front of international audiences that would otherwise be difficult and costly to reach independently. This established track record demonstrates both the value and reliability of Miles Media's services.

### **Conclusion**

Miles Media is uniquely qualified and exclusively positioned to provide access to Brand USA's UK Optimized Audience Campaign. Due to the proprietary nature of the Brand USA platforms, the strategic alignment with the Utah Office of Tourism, the significant amplification of investment value, and the proven effectiveness of prior engagements, no other vendor can offer comparable services. Therefore, procurement of these services from Miles Media is justified as a sole source.



117 S Main, Monticello, UT 84535

**PO Deliver To:** 591 Glendale Ave

Glen Ellyn, IL 60137

**Purchase Order Number:** 010421-1122

**PO Date:** 12/19/2025

**Vendor Name:** Phoenix International Publishing Media Corp.

Department: Visitor Services

## Purchase Order

Product ID	Quantity	Description	Unit Price	Amount
104193490	1	1/2 page Advertisement in 2025-2026 Utah International Guide	8,999 USD	8,999 USD

**Sub Total:** 8,999.00 USD **Tax:** Freight: **Total Due: 8,999 USD**

### Purchase Validation

1/2 Page Advertisement in 2025-2026 Utah International Guide

**Initiator Name:** Cortney Yazzie

Approved by /s/Mack McDonald

San Juan County Visitor Services																
Campaign:2026																
PRODUCT / MEDIA		Contract Submitted	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	ANNUAL TOTAL	In-State
Digital			\$ 3,000	\$ 9,500	\$ 27,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 22,500	\$ 14,500	\$ 8,500	\$ 1,500	\$ 1,500	\$ 126,500	
Paid Social					\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,000			\$ 13,000	\$ 13,000
Paid Social			\$ 1,500	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000			\$ 28,500	
E-mail marketing (Data, Hosting, MGMT)			\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 18,000	
Google Ads (Paid Search, Display, Youtube)					\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000		\$ 24,000	
Go Travel Sites, SJC CRM Leads Program in place of simpleview					\$ 5,000						\$ 8,000				\$ 13,000	
Go Travel Sites Website updates Trail pages and upgrades						\$ 20,000					\$ 5,000	\$ 5,000			\$ 30,000	
Print			\$ 18,250	\$ -	\$ -	\$ 9,750	\$ 12,075	\$ 7,000	\$ -	\$ -	\$ -	\$ 9,000	\$ 12,075	\$ -	\$ 68,150	
Hudson Printing	Travel Guide 2x/year						\$ 12,075						\$ 12,075		\$ 24,150	
Hudson Printing	See & Do Guide w/Moab					\$ 4,750									\$ 4,750	
Global Inspiration Guide- BrandUSA									\$ 7,000						\$ 7,000	
2025 International Guide Ad Phoenix Int.	with UOT												\$ 9,000		\$ 9,000	
Guest Guide Ad						\$ 5,000									\$ 5,000	
Guest Guide- Maps	Community Guide Maps		\$ 13,000												\$ 13,000	
Grand Circle Travel Planner (Full page)			5250												\$ 5,250	
Traditional			\$ -	\$ -	\$ -	\$ 12,000	\$ 21,800	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 63,800	
Outdoor (in-state)						\$ 12,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000					\$ 52,000	\$ 52,000
Broadcast TV							\$ 11,800								\$ 11,800	
Content & PR			\$ 5,225	\$ 5,225	\$ 5,225	\$ 5,225	\$ 5,225	\$ 3,725	\$ 3,725	\$ 3,725	\$ 3,725	\$ 3,725	\$ 3,725	\$ 3,725	\$ 52,200	
Newsletters			\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 850	\$ 10,200	
Public Relations			\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 10,500	
Longform Content (Itineraries, SEO, Blogs, etc)			\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 24,000	
Social Media Reel & Content Capture			\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500								\$ 7,500	
Other			\$ 77,100	\$ 5,500	\$ 12,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	\$ 4,250	\$ 4,000	\$ 4,000	\$ 140,350		
Creative Retainer			\$ 1,750	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 1,750	\$ 1,500	\$ 1,500	\$ 30,500		
Integrated Strategy/AM Retainer			\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 30,000	
Promotional Video			\$ 30,000												\$ 30,000	
Datafy			\$ 16,000												\$ 16,000	
IPW Registration					\$ 7,000										\$ 7,000	
UK	with UOT		\$ 3,000												\$ 3,000	
France	with UOT		\$ 3,500												\$ 3,500	
Australia	with UOT		\$ 4,000												\$ 4,000	
India	with UOT		\$ 2,250												\$ 2,250	
Germany	with UOT		\$ 2,500												\$ 2,500	
Canada	with UOT		\$ 3,600												\$ 3,600	
China	with UOT		\$ 1,500												\$ 1,500	
Benelux	with UOT		\$ 4,500												\$ 4,500	
Benelux & DACH	with UOT		\$ 2,000												\$ 2,000	
GRAND TOTAL			\$ 103,575	\$ 20,225	\$ 45,225	\$ 41,975	\$ 54,100	\$ 35,725	\$ 28,725	\$ 41,725	\$ 23,725	\$ 25,475	\$ 21,300	\$ 9,225	\$ 451,000	
													CO-OP	\$ 225,000.00		
													SJC Portion	\$ 226,000.00		
													\$ 451,000			
													Difference	\$ -	\$ 77,000	\$ 38,500



**SAN JUAN COUNTY COMMISSION**

Silvia Stubbs	Chair
Lori Maughan	Vice-Chair
Jamie Harvey	Commissioner
Mack McDonald	Administrator

Item 1.

May 22, 2025

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

RE: San Juan County- Utah's Canyon Country 2025/2026 Co-op Marketing Grant Application

Tourism Marketing Performance Co-op Grant Committee:

This letter signifies support of the co-op marketing grant funding application being submitted for the promotion of San Juan County- Utah's Canyon Country.

As the San Juan County Board of Commissioners, we support these efforts and commit that the matching funding totaling \$225,000 for San Juan County- Utah's Canyon Country Co-op Grant Application (1:1 match) will be available from the San Juan County Visitor Services department's 2026 budget.

Thank you for your consideration in the affirmative of the request.

Sincerely,

---

Silvia Stubbs  
Commission Chair



**117 S Main, Monticello, UT 84535**

**PO Deliver To:** Jed Tate  
 San Juan County Landfill  
 Hwy 191 S Mile Marker 35 1/2  
 Blanding, UT 84511

**Purchase Order Number:** 26-003  
**PO Date:** 01/05/2026

**Vendor Name:** LSC Environmental Products, LLC  
**Department:** San Juan County Landfill

## Purchase Order

Product ID	Quantity	Description	Unit Price	Amount
574424610	900	Posi-50-BR Posi-Shell Brown Base Mix, 50lb Bag	38.5 USD	34,650 USD
574424610	15	520014-PSC Pallet Charge	5 USD	75 USD
574424610	2	520014-HC Handling Charge	50 USD	100 USD

**Sub Total:** 34,825.00 USD **Tax:** Freight: 3,080 USD **Total Due:** **37,905 USD**

### Purchase Validation

Single Supplier. Alternative Landfill cover.

**Initiator Name:** Mary Nakai  
 Approved by /s/Mack McDonald



2183 Pennsylvania Ave  
Apalachin NY 13732  
United States  
Phone (607) 625-3050  
Fax (607) 625-2689

26-093

Quo Item 1.

#QUO0004118

01/05/2026

**Bill To**

San Juan County Landfill  
PO Box 9  
Monticello UT 84535  
United States

**Ship To**

San Juan County Landfill  
South Hwy 191, Mile Post 35  
Blanding UT 84511  
United States

**TOTAL**

**\$37,905.00**

**Expires: 02/04/2026**

Exp. Close	Terms	Sales Rep	Shipping Terms
01/05/2026	Net 30	039 Palmer, Tyler	FOB ORIGIN

Quantity	Item	Price	Extended Price
480	<b>POSI-50-BR Posi-Shell Brown Base Mix - 50lb Bag</b> Posi-Shell Brown Base Mix - 50lb Bag paid for by San Juan County Landfill Delivered to San Juan County	\$38.50	\$18,480.00
420	<b>POSI-50-BR Posi-Shell Brown Base Mix - 50lb Bag</b> Posi-Shell Brown Base Mix - 50lb Bag Paid for by San Juan County Delivered to Solid Waste Special Services	\$38.50	\$16,170.00
15	<b>520014-PSC Pallet Surcharge</b> Pallet Surcharge	\$5.00	\$75.00
1	<b>520014 Product Shipping Charge</b> Product Shipping Charge	\$3,080.00	\$3,080.00
2	<b>520014-HC Handling Charge</b> Handling Charge	\$50.00	\$100.00

**Note:**

Your order is accepted subject to the Terms and Conditions of Sale set forth on both sides hereof and on any continuation sheets. Acceptance is expressly conditional on your assent to the Terms and Conditions of Sale. Applicable sales tax will be added to the final invoice.

**Subtotal** \$37,905.00

**Sales Tax (%)** \$0.00

**Total** \$37,905.00

*Thank you for your interest.  
Shipping quotes are estimates only. Product pricing is subject to change based on fluctuations in tariffs.*

57-4424-610



QUO0004118

1 of 3

## TERMS AND CONDITIONS OF SALE

### 1. ACCEPTANCE

By accepting the order of Products (as defined below), Customer is deemed to have agreed to all of these Terms and Conditions of Sale (the "Terms"). The Terms, together with the Sales Order or Quote on the reverse side hereof, shall constitute the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof (the "Agreement"). All stenographic or clerical errors or omissions, however, are subject to correction.

### 2. PRICE AND TRADE TERMS

All prices listed by LSC Environmental Products, LLC (herein called "LSC") on the reverse side hereof (sometimes called "hereon") for the products listed herein ("Products") are in U.S. dollars. All transportation, insurance, and other charges for delivery of the Products from LSC's Apalachin, NY facility or such other facility to the Customer listed herein represent estimated charges in effect on the date of the reverse side hereof. Notwithstanding the trade terms quoted hereon, the following charges are (unless otherwise specified herein) not included in the trade term prices and charges listed herein and LSC reserves the right to separately charge Customer for them: (a) certain taxes, customs and export and import duties; (b) all miscellaneous charges, such as weighing and inspection charges, and charges for consular invoices and certificates of origin; and (c) charges in effect at the time or times of shipment which are not in effect on the date of the reverse side hereof or which LSC could not reasonably know were in effect on such date.

### 3. TERMS OF PAYMENT

Unless otherwise specified hereon, the Customer shall pay the full price and other charges, fees and taxes on the reverse side hereof within thirty (30) days after the date hereof. If, in LSC's sole judgment, the financial condition of the Customer does not justify continuation of production or shipment on the terms specified herein, LSC may cancel any unfilled orders from the Customer or parts thereof and/or may require immediate payment for all Products delivered and/or full or partial payment in advance for all Products not delivered or a letter of credit therefor, at LSC's sole option. A charge of the lower of 1 % per month or the per-month highest legal rate will apply to all amounts due beyond the terms stated herein. Customer shall pay legal fees and other costs incurred by LSC in connection with enforcement (including collection of past due amounts) of this Agreement.

### 4. SHIPMENTS

Unless complete and specific shipping instructions are received from the Customer substantially before the shipment date, LSC reserves the right to use its best judgment in selecting the appropriate means of shipment. All Products shipped will be F.O.B. Apalachin, NY or such other place as designated by LSC. LSC reserves the right to make partial shipments and to invoice Customer therefor. Risk of loss and, unless otherwise specified, title to the Products shall pass to Customer upon delivery of the Products by LSC to the carrier and LSC's responsibility for loss or damage shall cease.

### 5. PACKAGING

LSC shall package each shipment in conformance with good commercial practice and in a manner reasonably sufficient to protect the Products, all written and electronic material related to the Products provided by LSC to Customer, including, but not limited to, specification sheets, instructions, user and service manuals, and installation guides (all such material, collectively, "Documentation"), and any components or parts, incorporated into the Products (collectively, "Parts"), from loss or damage.

### 6. DELIVERY

Delivery dates and times are approximates only. Customer shall not refuse to take delivery of Products on account of any reasonable delay. Quantities shipped shall be subject to standard industry shipping tolerances.

### 7. TERMINATION, CANCELLATION, MODIFICATION OR AMENDMENT

The Agreement is not subject to termination, cancellation, modification or amendment in any respect by the Customer except upon written request accepted in writing by LSC, and then only upon payment by the Customer of all reasonable termination, cancellation, modification or amendment charges determined by LSC. LSC will not accept cancellations for custom Products. In the event of any modification or amendment LSC may, at its option, revise its price and delivery schedule hereunder to provide for such modification or amendment. LSC reserves the sole right to terminate the Agreement without charge: (a) at the convenience of LSC for any reason upon thirty (30) days written notice of termination, (b) in the event LSC does not receive all of the following within a reasonable time, not exceeding thirty (30) days, after the acceptance hereof: (i) all export and import licenses, and (ii) other documents and authorizations deemed necessary or desirable by LSC, (c) immediately upon written notice of termination, if Customer breaches any provision of Section 10 hereof; (d) except as provided in subpart (c) of this Section 7, if Customer breaches any material provision hereof or thereof and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach; or (e) the Customer: (i) becomes insolvent; (ii) makes an assignment for the benefit of creditors; (iii) files or has filed against it a petition in bankruptcy or seeking reorganization; (iv) has a receiver appointed; (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, Customer shall only be in breach if such petition or proceeding has not been dismissed within 90 days; or (vi) is convicted of a felonious act under the laws of the United States or any other law. LSC reserves the right to cancel the Agreement or any part thereof, or to suspend delivery of any or all Products hereunder, without liability on its part, if its ability to manufacture, or have manufactured, or deliver Products is prevented, impaired or delayed by any force majeure event as contemplated in Section 14 hereof.

### 8. CLAIMS AND RETURNS

All claims for shortages, discrepancies, or obvious defects in the Products shipped must be made in writing within fifteen (15) days of delivery of shipment. No Products will be accepted for credit by LSC if shipment has been made in accordance with the Customer's purchase order. NO PRODUCTS MAY BE RETURNED TO LSC FOR ANY REASON WITHOUT SECURING A RETURN AUTHORIZATION FROM LSC'S SALES DEPARTMENT PRIOR TO SHIPMENT. Any return shipment, when authorized, will only be allowed in conformance with the return authorization. Transportation charges with respect to any returns must be prepaid by Customer. Custom Products are not returnable. Restocking charges of 25% will be applied to all returned Products. All returned Products must be unused and undamaged. Only full pallet Product may be returned.

### 9. PROPRIETARY RIGHTS

a. **LSC IP and License.** All rights, including, without limitation, Intellectual Property Rights (defined below), title, and interest in and to intellectual property contained in or associated with all materials, equipment, technology, and custom features, including but

not limited to Posi-Shell Environmental Coatings, formulas, flares, (including but not limited to any modifications, and improvements to any of the foregoing by or authorized by LSC, Customer, or any third party) ("LSC IP"), belongs to and shall remain the sole property of LSC. LSC grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable license to use LSC IP provided to Customer pursuant to the Agreement only in connection with Customer's business, solely for Customer's business purposes, and solely in connection with the intended purposes, for the Term set forth in this Section 9. Except as expressly set forth herein, Customer shall have no rights in LSC IP. "Intellectual Property Rights" means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including, without limitation, all (a) patents, reissues of and reexamined patents, and patent applications, whenever filed and wherever issued, including, without limitation, continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications; (b) rights associated with works of authorship, including, without limitation, copyrights, moral rights, copyright applications, copyright registrations; (c) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations thereof; (d) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (e) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued, or acquired.

b. **Restrictions.** Except as expressly permitted by LSC, Customer shall not do, nor shall it affirmatively give permission to any third party to do, any of the following: (a) use, disclose, distribute, market, promote, sell or access any Product, Part, Documentation or LSC IP (defined in Section 9(a) above) for any purpose or in any manner not specifically and expressly authorized hereunder; (b) modify, adapt, translate or create derivative works based upon any LSC IP, without the prior written consent of LSC; (c) re-engineer, reverse engineer, decompile, or disassemble the Products or any LSC IP obtained or licensed hereunder; and (d) refer to or otherwise use any LSC IP as part of any effort to develop products, software or services having any functional attributes, content, visual expressions or other features similar to those of the Products or to compete with LSC. Any and all rights in and to the Documentation, LSC IP and otherwise, not explicitly granted to Customer hereunder, are expressly reserved by and to LSC, and Customer shall not exercise any rights in or to the LSC IP or otherwise, except to the extent explicitly stated herein. Customer shall issue appropriate instructions to all of its employees authorized to have access to the LSC IP concerning the restrictions described in the Agreement, in the Documentation, and such other instructions and restrictions provided by LSC.

c. **Term and Termination of the License to LSC IP.** The term of this LSC IP license shall commence as of the date of the acceptance hereof and shall continue until the earlier of Customer's cessation of use of the Products, Documentation, Parts, and LSC IP, the termination of the Agreement or the date the Agreement is terminated by LSC. Upon termination pursuant to this Section 9(c), all rights of Customer in and to the LSC IP shall cease immediately and Customer shall return any LSC Confidential Information (defined below) at LSC's request. '

### 10. CONFIDENTIALITY

a. **Maintenance of Confidentiality.** Customer shall keep secret and maintain in strict confidence the terms of the Agreement and all confidential and proprietary information and data of LSC disclosed to it in connection with the performance of either parties' obligations under the Agreement (together with the definition below, the "Confidential Information") and shall use its employees, officers, directors, partners, members, managers, attorneys, accountants, consultants, agents, and advisors ("Agents") to keep secret and maintain in strict confidence the Confidential Information. Customer shall not, and shall cause its Agents not to, disclose or make available any or all Confidential Information to any person other than those who need to know such Confidential Information in order to perform their obligations under the Agreement. Customer further agrees that it shall not use, disclose, reproduce, or make available the Confidential Information for any purpose other than determining and performing its obligations under the Agreement. Customer shall take all measures necessary to prevent any unauthorized disclosure, reproduction, or use of the Confidential Information by it or any of its Agents, but in no event less than the measures taken by Customer to protect its own highly confidential information and in no event less than reasonable care. Confidential Information represents trade secrets and proprietary property of LSC and has great commercial value to LSC. "Confidential Information" includes, but is not limited to, technical and non-technical information and data of or related to LSC or its Affiliates, including, but not limited to, patent, copyright, trade secret, and proprietary information, techniques, formulas, inventions, know-how, processes, research, development, financial information, key personnel, suppliers, customers, prospective customers, internal policies and operational methods, plans for future developments, business forecasts, sales and merchandising information, and marketing plans and information, in whatever form disclosed or made available.

b. **Permitted Disclosures.** Nothing herein shall prevent Customer or its Agents from disclosing Confidential Information it receives and which, subject to Customer's compliance with Section 10(c) below, is required to be produced by order of a court of competent jurisdiction or other similar requirement of a governmental agency, provided that such Confidential Information to the extent covered by a protective order or its equivalent shall otherwise continue to be Confidential Information required to be held confidential for purpose of this Agreement. "Confidential Information" shall not include any information which (a) has been published or is in the public domain, or which subsequently comes into the public domain, through no fault of Customer or its Agents; (b) prior to receipt hereunder was property within the legitimate possession of Customer or, subsequent to receipt hereunder is lawfully received by Customer from a third party having rights therein without restriction of the third party's right to disseminate the Confidential Information and without notice of any restriction against its further disclosure; or (c) is independently developed by Customer through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information.

c. **Procedures.** In the event that Customer (a) must disclose Confidential Information in order to comply with applicable law or (b) becomes legally compelled to disclose any Confidential Information, Customer shall provide LSC with prompt prior written notice of any such disclosure and Customer shall limit the disclosure to the greatest extent possible. '



QU00004118



**117 S Main, Monticello, UT 84535**

**PO Deliver To:** Jed Tate  
 San Juan County Landfill  
 Hwy 191 S Mile Marker 35 1/2  
 Blanding, UT 84511

**Purchase Order Number:** 25-004  
**PO Date:** 01/05/2026

**Vendor Name:** San Juan Building Supply  
**Department:** San Juan County Landfill

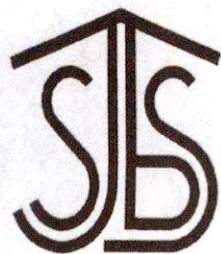
## Purchase Order

Product ID	Quantity	Description	Unit Price	Amount
574424260	1,200	LF 2"x9GAX8' Chain Link	8.46 USD	10,152 USD
574424260	1	4"x12' DQ40 Post	134.47 USD	134.47 USD
574424260	120	1 7/8"x12' DQ40 Post	47.12 USD	5,654.4 USD
574424260	58	1 5/8"x21' DQ40 Top Rail	62.24 USD	3,609.92 USD
574424260	2	8' Tension Bar	10.32 USD	20.64 USD
574424260	120	1 7/8"x1 5/8" PS Eye Top	2.82 USD	338.4 USD
574424260	16	4" Tension Band	1.44 USD	23.04 USD
574424260	2	1 5/8" PS Rail End	2.04 USD	4.08 USD
574424260	18	5/16x1 1/4 Bolt	0.25 USD	4.5 USD
574424260	57	1 5/8" Top Rail Sleeve	2.3 USD	131.1 USD
574424260	2	4" Brace Band	1.65 USD	3.3 USD
574424260	2	4" PS Ball Cap	3.33 USD	6.66 USD
574424260	20	Alum Ties 6 1/2" 9G 100/BG	17.25 USD	345 USD

**Sub Total:** 20,427.51 USD **Tax:** Freight: 1,200 USD **Total Due:** 21,627.51 USD

**Purchase Validation**  
 Fencing around landfill

**Initiator Name:** Mary Nakai  
 Approved by /s/Mack McDonald



26-004

San Juan Building Supply  
1050 S. Main Street  
Blanding UT 84511  
435-678-2000  
Fax: 435-678-2160

Item 1.



## QUOTE

2601-297836 R1 PAGE 1 OF 1

SOLD TO
SAN JUAN COUNTY P.O. BOX 338 MONTICELLO UT 84535

JOB ADDRESS
SAN JUAN COUNTY P.O. BOX 338 MONTICELLO UT 84535 435 587-3223 X4112

ACCOUNT	JOB
2370	0
CREATED ON	01/05/2026
EXPIRES ON	01/08/2026
BRANCH	1000
CUSTOMER PO#	
STATION	4
CASHIER	SH
SALESPERSON	1
ORDER ENTRY	SH
MODIFIED BY	SH

Thank you for Shopping  
San Juan Building Supply

Item	Description	D	Quantity	U/M	Price	Per	Amount
SOFENCE	LF 2'X9GA.X8' CHAIN LINK		1,200	EA	8.4600	EA	10,152.00
SOFENCE	4"X12' DQ40 POST		1	EA	134.4700	EA	134.47
SOFENCE	1-7/8"X12' DQ40 POST		120	EA	47.1200	EA	5,654.40
15821TR	1-5/8"X21' DQ40 TOP RAIL		58	EA	62.2400	EA	3,609.92
SOFENCE	8' TENSION BAR		2	EA	10.3200	EA	20.64
SOFENCE	1-7/8"X1-5/8" PS EYE TOP		120	EA	2.8200	EA	338.40
SOFENCE	4" TENSION BAND		16	EA	1.4400	EA	23.04
158REND	1-5/8" PS RAIL END		2	EA	2.0400	EA	4.08
114BOLT	5/16 X 1-1/4 BOLT		18	EA	0.2500	EA	4.50
158SLEEVE	1-5/8" TOP RAIL SLEEVE		57	EA	2.3000	EA	131.10
SOFENCE	4" BRACE BAND		2	EA	1.6500	EA	3.30
SOFENCE	4" PS BALL CAP		2	EA	3.3300	EA	6.66
ALUMTIE	ALUM. TIES 6-1/2" 9G. 100/BAG		20	EA	17.2500	EA	345.00
Adjustment	POS Freight In						1,200.00
QUANTITES TO BE VERIFIED BY OWNER/CONTRACTOR.				GOV. 0.00% EXE: 0	Subtotal Sales Tax Total	21,627.51 0.00 21,627.51	

Buyer:

57-4424-260

Signature



117 S Main, Monticello, UT 84535

PO Deliver To:

Purchase Order Number:: Donation1

PO Date:: 01/05/2026

Vendor Name: Internet Sale

Department: San Juan County Sheriff's Office

## Purchase Order

Product ID	Quantity	Description	Unit Price	Amount
	1	Assault Rower Elite	1,499 USD	1,499 USD
	1	Assault Runner Pro	3,499 USD	3,499 USD
	1	Elite Series Single	184.97 USD	184.97 USD
	1	Functional Trainer	2,499.97 USD	2,499.97 USD
	1	Performance Series Olympic Barbell	179.97 USD	179.97 USD
	1	Major Fitness PLM03 All-In-One	929.99 USD	929.99 USD
	1	RAB-3000 Weight Bench	209 USD	209 USD

Sub Total: 9,001.90 USD Tax: Freight: **Total Due: 9,001.9 USD**

### Purchase Validation

Donated funds for officer wellness that we will use to off set the cost of these.

Initiator Name: Kim Lee

Approved by /s/Mack McDonald

## Your Cart

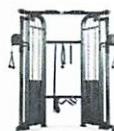
200<sup>3</sup>

Order by 11am CST and most orders ship same day!

Congratulations! FREE Expedited Shipping unlocked.

**Elite Series Single Post Flat Bench** \$184.97  
\$214.99- 1 + [Remove](#)~~Performance Series Adjustable Bench~~ \$229.97  
\$249.99

- 1 +

[Remove](#)**Functional Trainer** \$2,499.97  
\$2,999.99

- 1 +

[Remove](#)

## Recommended for you

**Performance Series Olympic Barbell**  
\$199.99 \$179.97[ADD](#)**Subtotal**

\$ 2,914.91

Your order is protected for \$89.63

[SECURE CHECKOUT](#)[Checkout without Coverage](#)

Item 1.

## YOUR CART 3

 Major Fitness 7ft 20kg Home Gym Barbell \$259.99

Black  
\$259.99

— +

 Major Fitness Adjustable Bench 1300Lbs Capacity Weight Bench PLT01 \$219.99

Black  
\$219.99 \$259.99

— +

 Major Fitness PLM03 All-In-One Home Gym Power Rack \$929.99

Tactical Black  
\$929.99

— +

Free shipping  
on all orders35 Days  
No-Hassle Return1-Year Free  
Warranty

## ORDER DETAILS

Subtotal	\$1,409.97 USD
Shipping	Free
Tax	Calculated At Checkout
Total	\$1,409.97 USD

Total \$1,409.97 USD

Get  
\$50 offFrom \$127.26/mo with [shopPay](#)

Item 1.

X

## YOUR CART 1



RAB-3000 Adjustable Heavy Duty Incline Weight Bench

**\$209.00**

Red

**\$209.00** ~~\$399.00~~

- 1 +

Fast Shipping  
Local warehouse30 Days  
No-Hassle Return24-Hour  
Customer support

Get \$20 OFF

X

NOTE

**SUBTOTAL****\$209.00 USD**

1

PROCEED TO CHECKOUT

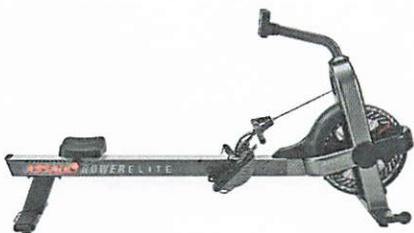
18

# YOUR CART

**ASSAULTROWER ELITE**

Qty: 1

\$1,499.00

**ASSAULTRUNNER PRO**

Qty: 1

\$3,499.00



SUBTOTAL:

\$4,998.00

*Shipping & taxes calculated at checkout***CHECKOUT**Interested in financing? [LEARN MORE →](#)



117 S Main, Monticello, UT 84535

PO Deliver To:

Purchase Order Number:: EMS011326

PO Date:: 01/14/2026

Vendor Name: LifeMed Safety

Department: Emergency Medical Services

## Purchase Order

Product ID	Quantity	Description	Unit Price	Amount
STY6390-9	1	Stryker Power Load system includes all install components and labor	24,700 USD	24,700 USD

Sub Total: 24,700.00 USD Tax: Freight: **Total Due: 24,700 USD**

### Purchase Validation

Ambulance cot auto load for second out/ transfer ambulance to reduce the chance of back injuries.

Approved equipment purchase 2026

Initiator Name: Jeremy Hoggard

Approved by /s/Mack McDonald



Item 1.  
Quote

110 12th Street SW, Unit 102  
Loveland, CO 80537-6396  
United States

Quotation #: Q250457  
Date: 1/13/2026  
Prepared By: Benjamin Thurgood

Email: orders@lifemedsafety.com  
Federal ID: 46-4017198  
Website: www.lifemedsafety.com

**Bill To**

Jeremy Hoggard  
San Juan County EMS  
96 W 100 S  
Monticello UT 84535  
United States

**Ship To**

Jeremy Hoggard  
San Juan County EMS  
96 W 100 S  
Monticello UT 84535  
United States

**GRAND TOTAL**

**\$24,700.00**

Valid Until: 2/1/2026

Payment Terms	Sales Rep	Shipping Method		
Net 30	Benjamin Thurgood	On-site Service		
Quantity	Item	List Price	Disc Price	Total Price
1	<b>STY6390-9</b> STRYKER Power-LOAD Powered Cot Fastener System, Pre-owned NOTE: Installation Included, per JC	\$22,500.00	\$19,500.00	\$19,500.00
1	<b>PT-PM-PL-INS</b> PROTEK™ Stryker Power-Load® Cot Fastener System (6390) Installation - Labor Only NOTE: Does not include Power-LOAD, installation hardware, or shop supplies (Required for mount installation, must be billed separately using Part # PT- PM-PL-INSKIT).	\$1,495.00	\$0.00	\$0.00



Q250457

1 of 3

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Item 1.  
Quote

110 12th Street SW, Unit 102  
Loveland, CO 80537-6396  
United States

Quotation #: Q250457  
Date: 1/13/2026  
Prepared By: Benjamin

Quantity	Item	List Price	Disc Price	Total Price
1	<b>PT-PM-PL-INSKIT</b> LIFEMED SAFETY ProTek® Load System Installation - Hardware Kit and Shop Supplies - REQUIRED	\$150.00	\$0.00	\$0.00
1	<b>RP6500700049</b> STRYKER Conversion Kit to Adapt 6500 Cot for Use w/ Power-LOAD (6390).	\$6,472.68	\$5,200.00	\$5,200.00

<b>Subtotal</b>	\$24,700.00
Shipping	\$0.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$24,700.00</b>



Q250457

2 of 3

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110 12th Street SW, Unit 102  
Loveland, CO 80537-6396  
United States

**Terms & Conditions:**

1. Prices quoted are valid for 90 days unless stated otherwise
2. Sales Tax Exempt: A valid Tax Exempt Certificate is required to remove sales tax.
3. All credit card payments will incur a 2.99% Convenience Fee or the legal limit in your state.
4. All discounts are contingent upon payment within agreed-upon terms.
5. Authorization is required for all returns. Minimum 30% restocking fee with original packaging.
6. A \$30.00 charge for any check returned for non-sufficient funds will be assessed.

**To accept this Quotation and place an order, please sign & return:**

**Signature:**

**Date:**

**Print Name:**

**Purchase Order #:**

**Title:**

**Tax Exempt #:**

*Thank you for your business!*

**LifeMed Safety, Inc.**

110 12th Street SW, Unit 102

Loveland, CO 80537-6396

(800) 276-0274

[www.lifemedsafety.com](http://www.lifemedsafety.com)



Q250457

Item 1.

Quote

**Quotation #:** Q250457  
**Date:** 1/13/2026  
**Prepared By:** Benjamin Thurgood

3 of 3

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## BOARD OF COMMISSIONERS MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers  
December 02, 2025, at 11:00 AM

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### 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/1360685.mp3>

**VIDEO:** <https://www.youtube.com/watch?v=W-5o8jMe8fU>

### CALL TO ORDER

**Time Stamp 0:00:01 (audio) & 0:04:29 (video)**

Commission Chair Silvia Stubbs called the meeting to order at 11:00 a.m.

### ROLL CALL

**Time Stamp 0:00:45 (audio) & 0:05:13 (video)**

Commission Chair Stubbs called for attendance:

### COMMISSION

Silvia Stubbs, Commission Chair  
Lori Maughan, Commission Vice Chair  
Jamie Harvey, Commissioner

### STAFF

Mack McDonald, County Administrative Officer, CAO  
Lyman W. Duncan, Clerk/Auditor  
Jens Nielson, Deputy County Attorney

### INVOCATION

**Time Stamp 0:01:03 (audio) & 0:05:31 (video)**

Commission Chair Silvia Stubbs offered the opening prayer.

## PLEDGE OF ALLEGIANCE

### Time Stamp 0:03:25 (audio) & 0:07:53 (video)

Jens Nielson, resident from Blanding, led the audience in the Pledge of Allegiance.

## CONFLICT OF INTEREST DISCLOSURE

### Time Stamp 0:04:05 (audio) & 0:08:33 (video)

Commission Chair Stubbs asked the commissioners if they had any conflicts of interest with today's agenda. Each affirmed they did not have any conflicts of interest with the agenda.

## PUBLIC COMMENT

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

<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile  
+13462487799,,88279631170# US (Houston)

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

*As indicated in our Commission Policies and Procedures, the following applies:*

Procedure: Orderly procedure requires that each member of the public shall proceed without interruption from the audience and shall retire when their time is up; that all statements shall be addressed to the Commission, and that there be no questioning or argument between individuals.

Questions: After being first recognized by the Chair, Commissioners and staff members may ask questions and make appropriate comments; however, no Commissioner should argue or debate an issue with the petitioner/member of the public.

No Assignment of Time: If there are several speakers on a matter, one person may not assign their time to another in an effort to increase the allowed speaking time. Individual citizens and citizen groups may select a person to make a presentation on their behalf, but each individual's speaking time will be limited to three minutes, subject to the discretion of the Chair or a vote of the Commission.

*Orderly Conduct:* Citizens attending meetings shall observe rules of propriety, decorum and good conduct. Unauthorized remarks and similar demonstrations shall not be permitted by the Chair who may direct the removal of offenders from the meeting.

### Time Stamp 0:04:16 (audio) & 0:08:44 (video)

Mack opened the meeting for public comments, he checked the sign-in sheet, and then he checked online for any participants. No one offered any public comments.

## 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 0:05:45 (audio) & 0:10:13 (video)

Motion made by Commission Vice Chair Maughan, Seconded by Commissioner Jamie Harvey.  
Voting Yea: Commission Chair Stubbs, Commission Vice Chair Maughan, Commissioner Harvey.

Mack presented the consent agenda for the commission to review and approve:

1. Approval of \$27,116.95 for Small Purchases; \$259 on USPAP Online Class for the Assessor Department, \$1,111.01 on Cab Window Glass for the Road Department, \$15,000 on Lodging and Dining Videos for Visitor Services, \$2,080 on Catering, \$4,167 on Cell Phone Mount, Task Force Activation Fee and Task Force Storage Plan, and \$4,499.94 on Achilles Defense Loadout for the Sheriff's Office
2. Approval of October 21, 2025, Board of Commission Meeting Minutes for Review
3. Approval of November 4, 2025, Commission Board Minutes
4. Approval of November 18, 2025, Board of Commissioners Work Session Meeting
5. Approval of November 18, 2025, Board of Commission Meeting Minutes
6. Approval of the Check Register for October 18 - Nov 26, 2025
7. Approval of the Updated Budget for 2026 Appendix A to County Fire Warden Agreement. David Gallegos, Fire Chief
8. Approval of the Utah Cooperative Wildfire System Participation Commitment between Utah Division of Forestry, Fire and State Land and San Juan County for Fiscal Year 2026
9. Approval for Additional Policies to the San Juan County Senior Center Policy and Procedure Manual
10. Approval of the Bancorp Lease Agreement for a Sheriff's Office Ford Bronco Leased Vehicle

## RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

11. San Juan County is terminating the Voluntary Benefits Contract we currently have with All State Insurance. We are requesting to use Guardian as our new provider for Voluntary Group Insurance

### Time Stamp 0:20:54 (audio) & 0:25:22 (video)

Tanner Sharpe, Human Resource Manager, presented the information for the termination of the All State Voluntary Benefit Insurance and seeking permission to utilize Guardian for Voluntary Group Insurance. The commission agreed to consider the motion to approve at a later commission meeting.

## **BUSINESS/ACTION**

12. Consideration and Approval for Service Missionary Volunteer Memorandum of Understanding (MOU) between San Juan County and The Church of Jesus Christ of Latter-day Saints. Tammy Gallegos, Aging Director

**Time Stamp 0:27:58 (audio) & 0:32:26 (video)**

Tammy Gallegos, Aging Director, presented the MOU with the Church of Jesus Christ of Latter-Day Saints for the commission to review and approve. The missionaries will serve in the Monticello Senior Center preparing and serving the meals. Commissioner Harvey asked if the service opportunity could become available to the other Senior Centers within the county.

Motion made by Commission Vice Chair Maughan, Seconded by Commissioner Jamie Harvey. Voting Yea: Commission Chair Stubbs, Commission Vice Chair Maughan, Commissioner Harvey.

13. Consideration and Approval of the 2026 San Juan County Community Wildfire Preparedness Plan (CWPP). David Gallegos, Fire Chief

**Time Stamp 0:36:01 (audio) & 0:40:29 (video)**

David Gallegos, Fire Chief, presented the Wildfire Preparedness Plan for the commission to review and approve.

Motion made by Commission Vice Chair Maughan, Seconded by Commissioner Jamie Harvey. Voting Yea: Commission Chair Stubbs, Commission Vice Chair Maughan, Commissioner Harvey

14. Consideration and Approval of San Juan County Public Health Infrastructure 2023 Contract Between the State of Utah Health and Human Services and San Juan County Amendment #2. Mike Moulton, Public Health Interim Director

**Time Stamp 0:55:37 (audio) & 1:00:05 (video)**

Mike Moulton, Public Health Interim Director, presented the amendment for the commission to review and approve.

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

15. Consideration and Approval of the EPA Radon Grant Program with Utah Department of Environmental Quality. Mike Moulton, Public Health Interim Director

**Time Stamp 0:57:15 (audio) & 1:01:43 (video)**

Mike Moulton, Public Health Interim Director, presented the grant program for the commission to review and approve.

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

16. Consideration and Approval of the Memorandum of Understanding between Southeastern Utah Downtown Alliance and San Juan County for General Operating and Community Support Grants within the County. Mack McDonald, Chief Administrative Officer

**Time Stamp 1:00:37 (audio) & 1:05:05 (video)**

Commission Chair presented the MOU for the commission to review and approve.

Motion made by Commission Vice Chair Maughan, Seconded by Commissioner Jamie Harvey. Voting Yea: Commission Chair Stubbs, Commission Vice Chair Maughan, Commissioner Harvey

17. CONSIDERATION AND APPROVAL OF AN ORDINANCE 2025-03 ESTABLISHING A COUNTY DATA PRIVACY PROGRAM IN COMPLIANCE WITH THE UTAH GOVERNMENT DATA PRIVACY ACT (U.C.A. § 63A-19-101, et seq.). Mack McDonald, Chief Administrative Officer

**Time Stamp 1:16:40 (audio) & 1:21:08 (video)**

Mack presented the establishment of the Data Privacy Program for the commission to review and approve. There was a great deal of discussion, and eventually the commission asked for several items to be changed in the ordinance.

Motion to Table until the next commission meeting.

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

18. Consideration and Approval of the 2025 Privacy Policy Statement for San Juan County. Mack McDonald, Chief Administrative Officer

**Time Stamp 1:16:40 (audio) & 1:21:08 (video)**

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

## PUBLIC HEARINGS

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

NONE HELD

## COMMISSION REPORTS

**Time Stamp 1:45:32 (audio) & 1:50:00 (video)**

Commission Vice-Chair Maughan highlighted attending a meeting with Promise Partner Utah, a non-profit organization focused on economic mobility.

Commissioner Harvey spoke of the vehicle registration process and the apparent need for native residents to bring a Certificate of Indian Blood to the DMV Office. He is concerned that many members of the county may not know about the requirement and then must travel home to get their certificate before driving to Monticello again. Mack said he will check with the DMV staff and see what is happening regarding this issue.

Commission Chair Stubbs commented on the snow falling and said she needed to head home.

## ADJOURNMENT

**Time Stamp 2:00:16 (audio) & 2:04:44 (video)**

Motion to adjourn:

Motion made by Commission Vice Chair Maughan, Seconded by Commissioner Jamie Harvey.  
Voting Yea: Commission Chair Stubbs, Commission Vice Chair Maughan, Commissioner Harvey

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

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

APPROVED: \_\_\_\_\_  
San Juan County Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
San Juan County Clerk/Auditor

DATE: \_\_\_\_\_



## BOARD OF COMMISSIONERS MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers  
December 30, 2025 at 6:05 PM

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### MINUTES

*The public will be able to view the meeting on San Juan County's Facebook live and YouTube channel or electronically via Zoom Meeting <https://us02web.zoom.us/j/87155847636> One tap mobile +12532050468,,87155847636# US (San Jose).*

**AUDIO:** <https://www.utah.gov/pmn/files/1376679.mp3>

**VIDEO:** <https://www.youtube.com/watch?v=j3AAIXxiIPI&t=58s>

### CALL TO ORDER

**Time Stamp 0:00:01 (audio) & 0:08:36 (video)**

Commission Chair Silvia Stubbs called the meeting to order at 6:09 pm.

### ROLL CALL

**Time Stamp 0:00:18 (audio) & 0:08:54 (video)**

Commission Chair Stubbs called for attendance in the meeting:

### PRESENT

Commission Chair Silvia Stubbs

Commission Vice-Chair Lori Maughan

Commissioner Jamie Harvey

### STAFF

Mack McDonald, County Administrative Officer, (CAO)

Lyman W. Duncan, Clerk/Auditor

Tanner Sharpe, Human Resources Director

### PUBLIC HEARINGS

Motion to enter Public Hearing:

Motion made by Commissioner Harvey, Seconded by Commission Vice-Chair Maughan.

Voting yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice-Chair Maughan.

1. NOTICE OF PUBLIC HEARING Pursuant to UCA §17-63-402 and under UCA §63G-30-102, notice is hereby given by the Board of San Juan County Commissioners, Monticello, Utah, that a public hearing will be held on Tuesday, December 30, 2025, at 6:00 pm in the Commission Chambers( Room 200) of the San Juan County Administrative Building, 117 S Main Street, Monticello, Utah, to consider additional 2025 budget appropriation requests. Budget increases will be funded by new revenues and/or monies unspent in the prior year. All interested persons are invited to attend.

**Time Stamp 0:02:52 (audio) & 0:10:18 (video)**

Lyman presented the Final 2025 Operating & Fund Budget for the commission to review and approve.

Motion made by Commissioner Harvey, Seconded by Commission Vice-Chair Maughan.  
Voting yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice-Chair Maughan.

2. NOTICE OF PUBLIC HEARING Pursuant to UCA §17-63-304 and §63G-30-102, the San Juan County Commission has scheduled Tuesday, December 30, 2025, at 6:00 PM at the San Juan County Administration Building, room 200 (117 South Main Street) in Monticello, Utah, to hold a public Hearing on the Proposed 2026 Operating and Capital Budgets for San Juan County. All interested persons are invited to attend.

**Time Stamp 0:20:32 (audio) & 0:28:58 (video)**

Lyman presented the Proposed 2026 Operating & Fund Budget for the commission to review and approve.

Motion made by Commissioner Harvey, Seconded by Commission Vice-Chair Maughan.  
Voting yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice-Chair Maughan

3. NOTICE OF PUBLIC HEARING Pursuant to Utah Code 17-66-401 as amended, notice is hereby given by the Board of San Juan County Commissioners that a public hearing will be held on Tuesday, December 30, 2025, at 6:00 pm in the Commission Chambers (Room 200) of the San Juan County Administrative Building, 117 S. Main Street, Monticello, Utah to consider a planned compensation increase for Executive County Officers for the 2026 calendar year as defined in Utah Code 17-66-401 (2) (a) (iii). All interested persons are invited to attend.

**Time Stamp 1:14:13 (audio) & 1:22:39 (video)**

Motion to enter Public Hearing:

Motion made by Commission Vice Chair Maughan, Seconded by Commissioner Harvey.  
Voting yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice-Chair Maughan

Mack presented the planned compensation increase for the Executive County Officers for the commission to review and approve.

Motion to exit Public Hearing:

Motion made by Commissioner Harvey, Seconded by Commission Vice-Chair Maughan.  
Voting yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice-Chair Maughan

Motion to approve planned compensation increase:

Motion made by Commissioner Harvey, Seconded by Commission Vice-Chair Maughan.  
Voting yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice-Chair Maughan

## COMMISSION REPORTS

**Time Stamp 1:20:09 (audio) & 1:28:35 (video)**

Commission Chair Stubbs wished the county employees and residents for the opportunity to serve them. She is beginning her fourth year as a commissioner.

Commissioner Harvey reminded everyone about the upcoming suicide prevention conference in late January.

Commission Vice Chair Maughan thanked Mack and the county staff for working diligently on the budgets.

## ADJOURNMENT

**Time Stamp 1:28:02 (audio) & 1:35:28 (video)**

\*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  
December 30, 2025 at 6:00 PM

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### 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/1376679.mp3>

**VIDEO:** <https://www.youtube.com/watch?v=j3AAIXxiIPI&t=58s>

#### CALL TO ORDER

**Time Stamp 0:00:01 (audio) & 0:03:27 (video)**

Commission Chair Silvia Stubbs called the meeting to order at 6:03 pm.

#### ROLL CALL

**Time Stamp 0:00:15 (audio) & 0:03:41 (video)**

Commission Chair Stubbs called for attendance:

#### PRESENT

Commission Chair Silvia Stubbs

Commission Vice-Chair Lori Maughan

Commissioner Jamie Harvey

#### STAFF

Mack McDonald, County Administrative Officer (CAO)

Lyman W. Duncan, Clerk/Auditor

#### INVOCATION

**Time Stamp 00:00:28 (audio) & 0:03:54 (video)**

Tanner Sharpe, resident of Blanding, offered the opening prayer.

#### PLEDGE OF ALLEGIANCE

**Time Stamp 0:01:16 (audio) & 0:04:42 (video)**

Jamie Harvey, resident of Montezuma Creek, led the audience in reciting the Pledge of Allegiance.

## PUBLIC HEARINGS

Motion to Enter into A Public Hearing:

Motion made by Commissioner Harvey, Seconded by Commission Vice-Chair Maughan.  
Voting yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice-Chair Maughan.

1. Notice is hereby given that San Juan County will hold a public hearing on December 30, 2025, at 117 South Main Street, Room 200, Monticello, Utah at 6:00 pm and will be accessible in person or electronically via Zoom Meeting <https://us02web.zoom.us/j/87155847636> One tap mobile +12532050468,,87155847636# US (San Jose). San Juan County is eligible to apply to the Utah Department of Workforce Services for funding under the Community Development Block Grant (CDBG) Small Cities Program, a federally funded program administered by the State of Utah, Housing and Community Development Division (HCD). San Juan County is eligible to apply for CDBG funding provided that the County meets the applicable program requirements.

The purpose of this public hearing is to provide citizens with pertinent information about the Community Development Block Grant program and to allow for discussion of possible applications. This public hearing will cover eligible activities, program requirements, and expected funding allocations in the region. The CDBG program can fund a broad range of activities, including, but not limited to: construction of public works and facilities, e.g., water and sewer lines, fire stations, acquisition of real property, and provisions of public services such as food banks or homeless shelters. In the event that San Juan County chooses to apply for CDBG funding, a second public hearing will be held at a later time to discuss the project.

Further information can be obtained by contacting Mack McDonald, San Juan County Administrator at (435) 587-3225.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this hearing should notify San Juan County, Mack McDonald at 117 South Main Street, Monticello, Utah at least three days prior to the hearing. Individuals with speech and/or hearing impairments may call the Relay Utah by dialing 711. To establish Navajo Relay Services in advance of the meeting call: 1 (435) 587-3225.

### Time Stamp 0:02:46 (audio) & 0:05:12 (video)

Mack presented the Community Development Block Grant (CDBG) application for the commission to review and approve. He opened the public comment portion of the meeting and asked for public comment from those in attendance and for those online. No one in attendance or online offered any comments.

Motion to exit the Public Hearing:

Motion made by Commission Vice-Chair Maughan, Seconded by Commissioner Harvey  
Voting yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice-Chair Maughan.

**ADJOURNMENT****Time Stamp 0:05:02 (audio) & 0:08:28 (video)**

Motion to adjourn:

Motion made by Commission Vice-Chair Maughan, Seconded by Commissioner Harvey  
Voting yea: Commissioner Harvey, Commission Chair Stubbs, Commission Vice-Chair  
Maughan.

\*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 WORK SESSION MEETING**

**117 South Main Street, Monticello, Utah 84535. Commission Chambers**  
**January 06, 2026 at 9:00 AM**

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### **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/1372595.mp3>**

**VIDEO: <https://www.youtube.com/watch?v=XTjzAmyohpk>**

### **CALL TO ORDER**

**Time Stamp 0:00:01 (audio) & 0:00:41 (video)**

Commission Chair Lori Maughan called the meeting to order at 9:58 am.

### **ROLL CALL**

**Time Stamp 0:00:07 (audio) & 0:00:47 (video)**

Commission Chair Lori Maughan called for attendance:

### **PRESENT**

Commission Chair Lori Maughan

Commission Vice-Chair Jamie Maughan

Commissioner Silvia Stubbs

### **STAFF**

Mack McDonald, County Administrator

Lyman W. Duncan, Clerk/Auditor

Mitch Maughan, County Attorney

### **AGENDA ITEMS**

1. Mexican Hat Road Issues Discussion. Joy Howell

**Time Stamp 0:00:30 (audio) & 0:01:10 (video)**

Joy Howell, resident of Mexican Hat, spoke with the commission regarding the roads, boundaries, and open space around Mexican Hat Rock. The Mexican Hat Rock is on BLM property, but it is surrounded by her private property and state land.

Joy wants to close the south road of SR 2477 and create a new east road allowing tourists to access the Rock and to access to the San Juan River. The road superintendent, commission, county attorney and Joy discussed the various options available. No consensus was reached.

## ADJOURNMENT

**Time Stamp 0:50:17 (audio) & 0:50:57 (video)**

Motion to adjourn:

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

\*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 06, 2026 at 11:00 AM

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### 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/1372601.mp3>**

**VIDEO: <https://www.youtube.com/watch?v=ms5D9uH-uHc>**

#### CALL TO ORDER

**Time Stamp 0:00:01 (audio) & 0:01:50 (video)**

Commission Chair Lori Maughan called the meeting to order at 11:01 am.

#### ROLL CALL

**Time Stamp 0:00:09 (audio) & 0:01:59 (video)**

Commission Chair Maughan called for attendance:

#### PRESENT

Commission Chair Lori Maughan

Commission Vice-Chair Jamie Harvey

Commissioner Silvia Stubbs

#### STAFF

Mack McDonald, County Administrator

Lyman W. Duncan, Clerk/Auditor

Mitch Maughan, County Attorney

#### INVOCATION

**Time Stamp 0:00:20 (audio) & 0:02:10 (video)**

Linda Lewis, resident of Monticello, offered the opening prayer.

## PLEDGE OF ALLEGIANCE

### Time Stamp 0:01:28 (audio) & 0:03:18 (video)

Lyman Duncan, resident of Monticello, led the audience in the Pledge of Allegiance.

## CONFLICT OF INTEREST DISCLOSURE

### Time Stamp 0:01:56 (audio) & 0:03:46 (video)

Commission Chair Maughan, asked each commissioner if they had any conflicts of interest with today's agenda. Each commissioner stated they did not have any conflicts with the agenda.

## PUBLIC COMMENT

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

<https://us02web.zoom.us/j/88279631170> Meeting ID: 882 7963 1170 One tap mobile  
+13462487799,,88279631170# US (Houston)

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

*As indicated in our Commission Policies and Procedures, the following applies:*

Procedure: Orderly procedure requires that each member of the public shall proceed without interruption from the audience and shall retire when their time is up; that all statements shall be addressed to the Commission, and that there be no questioning or argument between individuals.

Questions: After being first recognized by the Chair, Commissioners and staff members may ask questions and make appropriate comments; however, no Commissioner should argue or debate an issue with the petitioner/member of the public.

No Assignment of Time: If there are several speakers on a matter, one person may not assign their time to another in an effort to increase the allowed speaking time. Individual citizens and citizen groups may select a person to make a presentation on their behalf, but each individual's speaking time will be limited to three minutes, subject to the discretion of the Chair or a vote of the Commission.

*Orderly Conduct:* Citizens attending meetings shall observe rules of propriety, decorum and good conduct. Unauthorized remarks and similar demonstrations shall not be permitted by the Chair who may direct the removal of offenders from the meeting.

### Time Stamp 0:02:14 (audio) & 0:04:04 (video)

Commission Chair Maughan presented the public comment portion of the meeting for comments. He checked the sign-up sheet, asked if anyone in attendance wanted to speak, then he checked online for anyone interested in making any comments.

Linda Lewis, resident of Monticello, and chair for the 250th Centennial Anniversary of the United States of America, asked for support and Talia Hansen, Economic development Director, stated she had received a small budget to help put on the celebration.

**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 0:05:27 (audio) & 0:07:17 (video)**

Commission Chair Maughan presented the consent agenda for the commission to review and approve.

Motion by Commission Vice-Chair Harvey, Seconded by Commissioner Stubbs

Voting Yea: Commission Vice-Chair Harvey, Commission Chair Maughan, Commissioner Harvey

1. Approval of \$18,356.56 in Small Purchases; \$2,770 on Two iPad Poll Pads for Clerk/Auditor, \$1,816.56 on District 9 and 12 Chapter Consortium Food Sponsorship for Economic Development, \$2,860 on Used Tire for the Landfill, \$2,610 on Cooler GP-EX for the Road Department, \$2,500 on Utah Tourism Industry Association Membership and \$5,800 on Onsite Training Services for Visitor Services
2. Approval of the Letter of Interest to Appoint Beachem Bosh to the San Juan Valley Special Service District Board for a 4-Year Terms
3. Approval of the Letter of Interest to Appoint Billy Howell to the Mexican Hat Special Service District Board for a 4-Year Terms as Chairman
4. Approval of the Letter of Interest to Appoint William King to the Eastland Special Service District Board for a 4-Year Terms
5. Approval of the Letter of Interest to Appoint Lloyd Wilson to the San Juan County Transportation Board for a 4-Year Terms
6. Approval of the 2026 Community Service Block Grant Renewal Contract Between Southeastern Utah Association of Local Governments and San Juan County
7. Approval for Renewal of the Alcohol License Application for Sunrise Trading LLC
8. Approval for Renewal of the Alcohol License Application for Shirt Tail C Store
9. Approval for Renewal of the Alcohol License Application for Halls Crossing Marina
10. Approval for Renewal of the Alcohol Application for Halls Crossing Store

## RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

11. Presentation for the Annual Open and Public Meetings Act, Government Records Access and Management Act (GRAMA), and Conflict of Interest Training. Mitch Maughan, County Attorney

### **Time Stamp 0:09:00 (audio) & 0:10:50 (video)**

Jens Nielson, Deputy County Attorney, presented the Open and Public Meetings Act, Government Records and Management Act (GRAMA), & Conflict of Interest training. He began with a sample of text messages and went through several different scenarios. Jens continued with open meeting management and gave several examples.

## BUSINESS/ACTION

12. Consideration and Approval of a Crack Seal Machine Purchase. TJ Adair, Road Superintendent

### **Time Stamp 0:55:28 (audio) & 0:57:18 (video)**

TJ Adair, Road Superintendent, presented the contract for a new chip sealer machine for the commission to review and approve.

Motion by Commission Vice-Chair Harvey, Seconded by Commissioner Stubbs  
 Voting Yea: Commission Vice-Chair Harvey, Commission Chair Maughan, Commissioner Harvey

13. Consideration and Approval of the Utah State Historical Record Advisory Board Grant. Marty Shupe, Deputy Treasurer

### **Time Stamp 0:56:44 (audio) & 0:58:34 (video)**

Mary Shupe, Deputy Treasurer, presented the Utah Historical Record Board Grant for the commission to review and approve.

Motion by Commissioner Stubbs, Seconded by Commission Vice-Chair Harvey  
 Voting Yea: Commission Vice-Chair Harvey, Commission Chair Maughan, Commissioner Harvey

14. Discussion and Approval of the 2026 Board of San Juan County Commissioners Board/Committee Assignments. Mack McDonald, Chief Administrative Officer

### **Time Stamp 1:04:01 (audio) & 1:05:51 (video)**

Commission Chair Maughan presented the 2026 Board/Committee assignments. Each commissioner expressed interest in keeping their current assignments.

Motion by Commissioner Stubbs, Seconded by Commission Vice-Chair Harvey  
 Voting Yea: Commission Vice-Chair Harvey, Commission Chair Maughan, Commissioner Harvey

## COMMISSION REPORTS

### Time Stamp 1:05:09 (audio) & 1:06:59 (video)

Commission Vice-Chair Jamie Harvey discussed the upcoming suicide prevention conference to be held at the USU/Blanding campus on January 21, 2026. He encouraged local citizens, community leaders, faith leaders, and residents to come and participate.

Commissioner Stubbs also spoke about the upcoming suicide prevention conference. She expressed her desire to raise additional funding for the conference presenters. She spoke on the urgent need to speak with others who might be hurting inside, and to not leave them alone in their silence. She feels the community prospers when there is unity among the residents.

Commission Chair Maughan spoke about the need to schedule a meeting to discuss the Judicial candidates for the Justice Court. The commissioners agreed to meet with the justice court judge interviewers on the 15th of January at 9:00 am. Afterwards, they will meet each judicial court judge candidate beginning at 10:00 am. Una Wirkebau, Economic Recovery Corps Fellow, wants to meet with the commission on January 20 during the regularly scheduled work session.

Commissioner Maughan reminded everyone that the Public Health department wants to meet with the commission and others on January 12<sup>th</sup> at 1:00 pm. Commissioner Stubbs asked County Attorney Maughan about the status of the interlocal agreement between the City of Monticello & the county for justice court services, he replied that it was in good order. He questioned the compensation to the county, as he feels the % split of revenue is inadequate. He asked for the interlocal agreement discussion to be on the next work session.

## EXECUTIVE SESSION

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

### Time Stamp 1:19:18 (audio) & 1:21:08 (video)

Motion to enter Executive Session:

Motion by Commission Vice-Chair Harvey, Seconded by Commissioner Stubbs

Voting Yea: Commission Vice-Chair Harvey, Commission Chair Maughan, Commissioner Harvey

### Time Stamp 2:55 pm.

Motion to Exit Executive Session:

Motion by Commission Vice-Chair Harvey, Seconded by Commissioner Stubbs

Voting Yea: Commission Vice-Chair Harvey, Commission Chair Maughan, Commissioner Harvey

**ADJOURNMENT****Time Stamp 2:56 pm.**

Motion by Commissioner Stubbs, Seconded by Commission Vice-Chair Harvey  
Voting Yea: Commission Vice-Chair Harvey, Commission Chair Maughan, Commissioner  
Harvey

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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



McDonald, Mack <mmcdonald@sanjuancountyut.gov>

Item 7.

## Fwd: La Sal Fire Station - Remodel and Septic System Design

1 message

Long, Sam <samlong@sanjuancountyut.gov>

Thu, Jan 15, 2026 at 2:58 PM

To: Mack McDonald <mmcdonald@sanjuancountyut.gov>, Lori Maughan <lmaughan@sanjuancountyut.gov>

Mack and Lori,

Here is the proposal for the La Sal Fire Station upgrade from J&D.

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

From: Wyatt Hansen <wyatt.h@jonesanddemille.com>

Date: Thu, Jan 15, 2026 at 2:45 PM

Subject: La Sal Fire Station - Remodel and Septic System Design

To: [samlong@sanjuancountyut.gov](mailto:samlong@sanjuancountyut.gov) <[samlong@sanjuancountyut.gov](mailto:samlong@sanjuancountyut.gov)>

Cc: Scoot Flannery <[scoot@jonesanddemille.com](mailto:scoot@jonesanddemille.com)>

Sam,

We hope you had a wonderful Christmas and New Year. We appreciate your patience with us regarding this proposal.

Please see the attached proposal for architectural and engineering services for this project. We also included construction administration. The main thing we have excluded is contractor procurement, please let us know if you will be handling that or we can add it to our scope.

### Probable Cost:

Architectural and Engineering Fees - \$87,000

Bathroom Addition and Finishes - \$18,000

Electrical, plumbing, and HVAC Upgrades - \$11,000

Septic System - \$16,000

General Conditions & Mobilization - \$12,000

Permitting and Fees - \$4,000

Administration - \$10,000

Contingency (12%) - \$19,000

**TOTAL - \$177,000**

### Project Description:

San Juan County proposes to remodel the existing La Sal Fire Station to include a fully ADA-compliant restroom and a new septic system. The fire station is a pre-engineered metal building that currently provides parking for four fire vehicles and a conference/break room but lacks restroom facilities. The project will involve designing and constructing an ADA compliant restroom within the existing building footprint, including framing, finishes, plumbing, and electrical work. Item 7.

Because the building is not connected to a sewer system, the project also includes the design and installation of a conventional gravity septic system sized for the new restroom. Professional services will cover architectural design, civil engineering, percolation testing, septic system design, and construction administration to ensure compliance with the 2021 International Building Code, ADA standards, and local health department requirements. This improvement will provide essential sanitary facilities for firefighters and community members using the station.

Thank you and we look forward to hearing from you.



**Wyatt Hansen, PE**

*Project Manager*

Jones & DeMille Engineering, Inc.

p: (435) 637-8266 | m: (435) 650-7802

Shaping the Quality of Life.

Samuel Long  
Facilities Maintenance Director  
801-891-5513



PO Box 9  
117 South Main Street  
Monticello, Utah 84535  
[SamLong@SanJuanCountyUT.gov](mailto:SamLong@SanJuanCountyUT.gov)

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 [JDE Proposal-La Sal Fire Station Remodel and Septic Design\\_2026.01.15.pdf](#)  
765K



# SAN JUAN COUNTY COMMISSION

Item 7.

Lori Maughan	Chair
Jamie Harvey	Vice-Chair
Silvia Stubbs	Commissioner
Mack McDonald	Administrator

January 20, 2026

To whom it may concern:

On behalf of San Juan County, Utah, we are writing to urge you to support our Community Development Block Grant funding request. We are requesting \$177,000 in funding for a unisex restroom and septic system which will be located in our existing La Sal EMS/Fire Station. Currently, this facility does not have a restroom at all. The bathroom will be approximately 45 sq. feet with a sink and toilet all connected to a septic system which will be installed at the same time. The building is located at 200 Fire House Rd, La Sal Utah.

La Sal is a small, unincorporated community, in San Juan County with a small population of 348 citizens. Their emergency facility houses both EMS Ambulance and Fire Engine in the same emergency services building. Citizens and volunteers from La Sal have expressed a concern that there is no restroom to wash themselves from any biohazards, bloodborne pathogens, or hazardous material that remain on firefighters or EMS personnel after they return to the station.

We request your support in funding this needed capital improvement to this building and as our description of needs for the funds.

---

Lori Maughan  
Commission Chair

Subject: Re: 4-H Coordinator Positions

To: Reagan Wytsalucy <[reagan.wytsalucy@usu.edu](mailto:reagan.wytsalucy@usu.edu)>

Cc: Silvia Stubbs <[sstubbs@sanjuancountyut.gov](mailto:sstubbs@sanjuancountyut.gov)>, Jamie Harvey <[jharvey@sanjuancounty.org](mailto:jharvey@sanjuancounty.org)>, Mack McDonald <[mmcdonald@sanjuancountyut.gov](mailto:mmcdonald@sanjuancountyut.gov)>

Reagan,

Thank you for this information. I am supportive of resubmitting a funding request for your needs. I can add this item to our agenda so the commission, along with you, can decide how we should collectively decide the best route forward.

Commissioner Chair Maughan

On Tue, Jan 13, 2026 at 11:01 PM Reagan Wytsalucy <[reagan.wytsalucy@usu.edu](mailto:reagan.wytsalucy@usu.edu)> wrote:

Good day and Happy New Year!

I was very encouraged by the Commission's support last year in requesting state funding via Representative Monson for our three 4-H Coordinator positions. While that state-level request was ultimately not approved, the need for these roles remains vital to our community programming.

I would like to bring this back for discussion to see if the Commission is supportive of resubmitting a funding request for the current legislative session. I look forward to hearing your thoughts on how we can best move this forward.

Sincerely,



**Reagan Wytsalucy**

Agriculture & Natural Resources

Associate Professor

San Juan County Extension Director

Office: (435) 587-3239 | Mobile: (505) 870-2934

117 S. Main | 204  
Monticello, UT 84535

**AMENDMENT TO THE  
COOPERATIVE AGREEMENT FOR UTAH STATE UNIVERSITY  
EXTENSION SERVICES – SAN JUAN COUNTY**

This Amendment (“Amendment”) is dated as of the last dated signature below (“Effective Amendment Date”) and amends the February 20, 2025 Cooperative Agreement (“Agreement”) between Utah State University and San Juan County as follows:

Replace Appendix A with the following amended Appendix A to reflect the 2026 fiscal year approved budget:

Except as designated above, all other terms of the Agreement remain.

IN WITNESS THEREOF the Parties hereto have caused this Amendment to be duly executed on their behalf by a duly authorized representative as of the Effective Amendment Date set forth above.

<b>County:</b>  By: _____ Print Name: Lori Maughan Title: Commission Chair Date: _____	<b>Utah State University:</b>  By: _____ Kenneth White Senior Vice President for Statewide Enterprises Date: _____
By: _____ Print Name: Lyman Duncan Title: County Clerk/Auditor Date: _____	
By: _____ Print Name: Mitch Maughan Title: County Attorney Date: _____	

## **Appendix A**

### **Budget Items and Anticipated Expenditures for Term**



**Governor's Office of  
Economic Opportunity**  
CENTER FOR RURAL  
DEVELOPMENT

# Plan Here. Build Here.

## San Juan County Rural Economic Blueprint

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2025

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Courtesy of Jay Dash / Utah Office of Tourism

## Acknowledgments

The Governor's Office of Economic Opportunity (GOEO) extends its gratitude to the elected officials, staff, business owners, and community members who contributed to this process by participating on the working team, steering committee, or submitting a response to the community survey.

### Working Team

- August Granath | Governor's Office of Economic Opportunity
- Debra McKee | Governor's Office of Economic Opportunity
- Olivia Midgley | Governor's Office of Economic Opportunity
- Talia Hansen | San Juan County Economic Development Manager

### Steering Committee

- Donna Blake | USU Blanding Interim Associate Vice President
- Christine Fitzgerald | San Juan School District Superintendent
- Reagan Wytsalucy | USU Blanding Ag Extension Area Director
- Kendall Laws | Public Lands Policy Coordinating Office
- Herbert Stash | Warm Elders
- Jolyn Perkins | Department of Workforce Services
- Tara Benaly | Resident Representative

### Additional Interviewee

- Carma Claw | Aneth Chapter President

## Overview of the Rural Economic Blueprint Program Process

The Rural Economic Blueprint Program offers Utah's rural communities an opportunity to leverage state-provided technical support to advance their economic development goals. The program is no cost, community-driven, and provides a simple yet effective economic development strategic plan. With an economic development strategic plan in place, communities will be better positioned to communicate their goals to funders, get buy-in from residents, acquire capital, and deploy resources towards target projects.

The program is in its first year and is working with nine communities during this pilot period. San Juan County was one of several applicants that were selected to participate in the first round of the program. The working team first met in July of 2025, followed by a meeting with the steering committee in October of the same year. In that time, GOEO staff performed one-on-one interviews with nine key stakeholders, solicited survey responses from nine members of the community, compiled economic data from various sources, and reviewed the 2018 General Plan update. Individual stakeholder contributions to this report have been kept anonymous.

The following report is the result of a collaborative effort led and facilitated by GOEO staff with direction from San Juan County stakeholders. The goal of this program is to ensure that this effort represents the desires of the community as a whole.



Courtesy of Sandra Salvas / Utah Office of Tourism

## San Juan County Economic Data Snapshot

### Population: 14,601

According to the Census Bureau, San Juan County has grown by 93 people (0.2% annualized) from April 1, 2020, to July 1, 2024, since the last decennial census in 2020<sup>1</sup>. This is a small decrease from the 0.5% annual growth rate for the preceding 30-year period from 1990 – 2020<sup>2</sup>. Comparing the same periods, statewide population growth has dropped from 3% to 1.8% annual growth, while nationwide growth has slowed from 1.1% to 0.7% annual growth<sup>3</sup>.

### San Juan County, Utah, and USA Population (1990 – 2024)

Year	San Juan Population	Growth Rate (Annualized)	Utah Population	Growth Rate (Annualized)	USA Population	Growth Rate (Annualized)
1990	12,621	0.5%	1,722,850	3.0%	248,709,873	1.1%
2000	14,413		2,233,198		281,421,906	
2010	14,746		2,763,885		308,745,538	
2020	14,508		3,271,608		331,449,281	
2021	14,494	0.2%	3,339,738	1.8%	332,099,760	0.7%
2022	14,411		3,391,011		334,017,321	
2023	14,390		3,443,222		336,806,231	
2024	14,601		3,503,613		340,110,988	

### Median Age: 34.6 years

The median age of San Juan County is older than Utah's median age of 32, but younger than the country's median age of 39<sup>4</sup>.

<sup>1</sup> U.S. Census Bureau. (2025, May). *Annual estimates of the resident population for counties in Utah: April 1, 2020 to July 1, 2024* (CO-EST2024-POP-49). <https://www.census.gov/programs-surveys/popest.html>

<sup>2</sup> U.S. Census Bureau. (2012, July). *Utah: 2010 population and housing unit counts* (CPH-2-46). U.S. Government Printing Office.

<sup>3</sup> U.S. Census Bureau. (2024, December). *Annual estimates of the resident population for the United States, regions, states, District of Columbia, and Puerto Rico: April 1, 2020 to July 1, 2024* (Report No. NST-EST2024-POP). <https://www.census.gov/programs-surveys/popest.html>

<sup>4</sup> U.S. Census Bureau. (2024). Table B01002: Age and sex. *2019–2023 American Community Survey 5-Year Estimates*. Retrieved October 28, 2025 from [https://censusreporter.org/data/table/?table=B01002&geo\\_ids=05000US49037,04000US49,01000US](https://censusreporter.org/data/table/?table=B01002&geo_ids=05000US49037,04000US49,01000US)

## Employment Rate: 48%

Approximately 5,272 of the 11,037 San Juan County residents aged 16+ and in the labor force were employed during 2019–2023. This falls below both the national employment rate of 60% and the state rate of 67%<sup>5</sup>.

## Median Household Income: \$54,890<sup>6</sup>

San Juan County's median household income is roughly \$38,000 lower than Utah's median household income of \$93,000 and \$15,000 lower than the national median of \$78,000<sup>7</sup>.

## Educational Attainment (Age 25+): 20% hold a Bachelor's Degree or higher

A greater proportion of San Juan County's population possesses less than a high school diploma or only a high school diploma when compared with the state of Utah or the country as a whole. The proportion of residents with some college or an associate degree leads the state and the nation. Those with bachelor's degree or higher trails behind the state and the nation.<sup>8</sup>

### Educational Attainment for San Juan County, Utah, and the USA as a Percentage of Population Age 25+ (2019 – 2023)

Educational Attainment	San Juan	Utah	USA
Less than a High School Diploma	12	7	11
High School Diploma	31	23	26
Some College or an Associate Degree	37	34	28
Bachelor's Degree or Higher	20	37	35

<sup>5</sup> U.S. Census Bureau. (2024). Table B23025: Employment status for the population 16 years and over. *2019–2023 American Community Survey 5-Year Estimates*. Retrieved October 21, 2025, from [https://censusreporter.org/data/table/?table=B23025&geo\\_ids=05000US49037,04000US49,01000US](https://censusreporter.org/data/table/?table=B23025&geo_ids=05000US49037,04000US49,01000US)

<sup>6</sup> U.S. Census Bureau. (2024). Table B19019: Median household income in the past 12 months (in 2023 inflation-adjusted dollars). *2019–2023 American Community Survey 5-Year Estimates*. Retrieved October 21, 2025, from [https://censusreporter.org/data/table/?table=B19019&geo\\_ids=05000US49037](https://censusreporter.org/data/table/?table=B19019&geo_ids=05000US49037)

<sup>7</sup> U.S. Census Bureau. (2024). Table S1901: Income in the past 12 months (in 2023 inflation-adjusted dollars). *2019–2023 American Community Survey 5-Year Estimates*. Retrieved May 30, 2025, from [https://data.census.gov/table/ACSST5Y2023.S1901?g=010XX00US\\_040XX00US49](https://data.census.gov/table/ACSST5Y2023.S1901?g=010XX00US_040XX00US49)

<sup>8</sup> U.S. Census Bureau. (2024). Table B15003: Educational attainment for the population 25 years and over. *2019–2023 American Community Survey 5-Year Estimates*. Retrieved October 28, 2025, from [https://censusreporter.org/data/table/?table=B15003&geo\\_ids=05000US49037,04000US49,01000US](https://censusreporter.org/data/table/?table=B15003&geo_ids=05000US49037,04000US49,01000US)

## Major Industries

In San Juan County, the majority of employment comes from the community's top four industries, according to proprietary data provided by ESRI's Civilian Labor Force Profile<sup>9</sup>. Education, health care, construction, and public administration provide 55% of all jobs in the community. In terms of location quotients,<sup>10</sup> mining-related industries are significantly more concentrated in San Juan County than the national average, with a score of 8.5, as does the recreation industry with a score of 2.3 and education with a score of 2.0.

### Industry Breakdown by Percentage of Labor Force (2024)

Industry	San Juan (Jobs)	San Juan (% of Jobs)	USA (% of Jobs)	Location Quotient
Total	6,199	100.0%	100.0%	-
<b>Educational Services</b>	<b>1,175</b>	<b>19.0%</b>	<b>9.4%</b>	<b>2.0</b>
<b>Health Care/Social Assistance</b>	<b>1,131</b>	<b>18.2%</b>	<b>14.5%</b>	<b>1.3</b>
<b>Construction</b>	<b>618</b>	<b>10.0%</b>	<b>7.0%</b>	<b>1.4</b>
<b>Public Administration</b>	<b>501</b>	<b>8.1%</b>	<b>5.0%</b>	<b>1.6</b>
Manufacturing	488	7.9%	9.6%	0.8
<b>Accommodation/Food Services</b>	<b>480</b>	<b>7.7%</b>	<b>6.6%</b>	<b>1.2</b>
Retail Trade	394	6.4%	10.4%	0.6
<b>Arts/Entertainment/Recreation</b>	<b>318</b>	<b>5.1%</b>	<b>2.2%</b>	<b>2.3</b>
Transportation/Warehousing	278	4.5%	5.0%	0.9
<b>Mining/Quarrying/Oil &amp; Gas</b>	<b>173</b>	<b>2.8%</b>	<b>0.3%</b>	<b>8.5</b>
Other Services (Excluding Public)	166	2.7%	4.7%	0.6
Admin/Support/Waste Management	153	2.5%	4.5%	0.5
Professional/Scientific/Tech	91	1.5%	8.4%	0.2
<b>Agriculture/Forestry/Fishing</b>	<b>73</b>	<b>1.2%</b>	<b>1.1%</b>	<b>1.1</b>
Wholesale Trade	64	1.0%	1.9%	0.5
Utilities	37	0.6%	0.9%	0.7
Finance/Insurance	26	0.4%	4.9%	0.1
Information	23	0.4%	1.8%	0.2
Real Estate/Rental/Leasing	10	0.2%	1.7%	0.1
Management of Companies	0	0.0%	0.2%	0.0

<sup>9</sup> ESRI. (2025). *San Juan County, Utah: Civilian labor force profile* [Report generated from ArcGIS Business Analyst].

<sup>10</sup> The location quotient is found by dividing the share of employment for an industry in one area by the same number for the same industry in another area. In San Juan County, 1,175 people are employed in education representing 19.0% of all jobs. Nationwide, 9.4% of all jobs are in education.  $19/9.4 = 2$  which allows us to say that, in San Juan County, 2 times as many people have education jobs than the national average.

## San Juan County Major Employers (September 2024)

Employer	City	Employed (#)	Description
Montezuma Crk Community Health	Montezuma Creek	250–499	All Other Outpatient Care Centers
Aramark Campus, LLC	Lake Powell	100–249	Marinas
Blanding Family Practice	Blanding	100–249	All Other Outpatient Care Centers
Blue Mountain Hospital	Blanding	100–249	General Medical and Surgical Hospitals
Energy Fuels Resources	Blanding	100–249	Other Metal Ore Mining
Gouldings Lodge	Monument Valley	100–249	Hotels (except Casino Hotels) and Motels
Lisbon Valley Mining Co. LLC	La Sal	100–249	Copper, Nickel, Lead, and Zinc Mining
San Juan Hospital	Monticello	100–249	General Medical and Surgical Hospitals
San Juan School District	Blanding	100–249	Elementary and Secondary Schools
USU Statewide Campus	Blanding	100–249	Junior Colleges
Blanding City	Blanding	50–99	Executive and Legislative Offices
Blanding Elementary	Blanding	50–99	Elementary and Secondary Schools
Elk Operating Services LLC	Montezuma Creek	50–99	Crude Petroleum Extraction
Four Corners Regional Care Center	Blanding	50–99	Nursing Care Facilities
Monument Valley Health Center	Monument Valley	50–99	All Other Outpatient Care Centers
San Juan High School	Blanding	50–99	Elementary and Secondary Schools
Transportation Department	Blanding	50–99	School and Employee Bus Transportation
Utah State University	Blanding	50–99	Junior Colleges

The Utah Department of Workforce Services (DWS) collects these statistics via paperwork that employers submit each time they hire a new employee, and shares the data through its Firm Find tool<sup>11</sup>. These statistics are organized by physical employment site, which is why entities such as San Juan High School and the San Juan School District appear as separate entries.

<sup>11</sup> Utah Department of Workforce Services. (2025, February). *Firm Find*. Retrieved October 21, 2025, from [https://jobs.utah.gov/wi/firmfind/download/ffind\\_other.csv](https://jobs.utah.gov/wi/firmfind/download/ffind_other.csv)

## Initial Assessment

### Strengths, Weaknesses, Opportunities, and Threats Analysis

A review of relevant economic statistics (see San Juan County Economic Data Snapshot), combined with conversations with stakeholders, led to the development of a SWOT analysis that provided an initial assessment of economic conditions in San Juan County.

#### Strengths

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##### Diverse Economic Foundation

- San Juan County's economy is supported by anchor employers in education, healthcare, tourism, and mining industries. This economic diversity provides resilience during fluctuations in the tourism and energy industries.

##### Workforce Development

- One of the county's institutional assets is Utah State University (USU) Blanding. It functions as a workforce development engine by providing a local path for practical certifications (e.g., CDL, Welding, Nursing) aligned with local employer needs.

##### Agricultural History and Future

- The county's communities were developed with agriculture as their foundation, with room to grow. The General Plan's Resource Management section confirms that supporting agriculture and "multiple use" of public lands is a long-standing county priority. Many stakeholders identified this as a base to develop more localized food systems.

##### Community Culture

- Stakeholder interviews and survey respondents convey a deep appreciation for the social fabric of San Juan County. Namely, a small town quality of life and a "close-knit community" that is resourceful, resilient, and takes care of each other.

## Rich Natural Assets

- The county is home to globally recognized natural landscapes including Canyonlands, Bears Ears, the San Juan River, Lake Powell, and Monument Valley, which serve as the bedrock of the tourism economy. Geological deposits of uranium, oil, potash, copper and other critical minerals drive the local energy and mining industries.

## High Entrepreneurial Desire and Successful Family Businesses

- Stakeholders identified numerous aspiring entrepreneurs (e.g., barbers, bakers, fabricators) who are “ready to go” but are constrained by a lack of commercial space and essential infrastructure needed to start or grow their businesses. Additionally, family businesses in the county have proven to be resilient and strong components of the economic landscape, often able to find reliable workforce when others can’t.

## Weaknesses

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### Water Quality and Scarcity

- This is the most frequently cited barrier, appearing in interviews, the survey, and regional reports as an existential threat. A stakeholder mentioned an anecdote of a community garden failing specifically because they could not acquire water rights, which makes this a concrete, immediate problem, not just a future risk. Additionally, documented water contamination concerns in some areas further exacerbate this risk.

### Critical Housing Shortage and Affordability Crisis

- Nearly every stakeholder and planning document identifies a severe lack of attainable housing as a primary barrier to workforce attraction and therefore growth. According to the “Dwelling on the Future” report, 60% of households in San Juan County cannot afford an average-priced home if buying “from scratch.”

### Broadband and Cell Service Needs

- The Navajo Nation CEDS and multiple interviews highlight limited service in many areas, making remote work, online education, and modern business operations difficult for a large portion of the county. There are exceptions to this, as Emery Telcom has run fiber lines to some parts of the county, providing fast and reliable broadband to those communities. Additionally, community centers provide access to Wi-Fi and areas with

limited or inconsistent service. Commissioners sometimes receive pushback from the public when projects that can improve service, such as new signal towers, are proposed. Public education is needed to address these concerns and ensure that progress continues to be made on issues of equitable broadband and cell service access.

### A Lack of Commercial Space

- This is a primary barrier to growing the local economy. Stakeholders communicate that there is a lack of affordable office, retail, or light industrial space for rent. This is stopping the county's "ready-to-go" entrepreneurs before they can even start.

### Geographic Remoteness

- Stakeholders noted that the county's vast, "frontier" geography creates high travel and supply costs. This pushes many community members to seek cheaper goods in larger neighboring economic hubs such as Cortez, CO; Farmington, NM; or Grand Junction, CO. This phenomenon also represents a challenge for the development and support of main street retail establishments.

### Minimal Private Property

- This is a structural economic weakness for San Juan County that is detailed in the General Plan: as the vast majority of land in the county is controlled by federal and tribal entities, the private property tax base is exceptionally small, which limits the county's ability to fund public services and infrastructure. This also limits the amount of development that can occur on private land without navigating federal or tribal regulatory processes.

## Opportunities

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### Major Industrial Expansion into Rare Earths

- The clearest and most frequently cited economic opportunity for San Juan County is the potential expansion of Energy Fuels, which stakeholders believe could add hundreds of new, high wage, head of household jobs and strengthen the local economy. The White Mesa Mill's ability to process and recycle uranium positions the local economy to grow with the state's desire to expand nuclear energy generation.

However, future growth remains highly dependent on market trends, regulatory approvals, and continued engagement with affected communities, including robust monitoring and transparent communication.

### **Expand Local Agriculture**

- Stakeholders discussed the need for more grocery stores and a desire to grow more food locally. One stakeholder had a strong vision for becoming a “local market hub” that incorporates traditional farming practices and can supply food to local communities. Additionally, there is an opportunity to strengthen the local agriculture industry’s ability to process and distribute products grown locally and regionally.

### **Carefully Grow Tourism Economy**

- Develop locally oriented businesses that also cater to visitors and provide services and goods that residents currently travel outside the county to access. Visitor interest continues to grow in unique, experience-based activities hosted by local residents, where guests can participate in hands-on demonstrations, traditional skills, cultural storytelling, ranch or farm activities, agri-tourism experiences, and other place-based opportunities rooted in the heritage of San Juan County. Bluff’s Dark Sky designation creates strong potential for astro-tourism and nighttime programming. Additionally, opportunities for respectful partnership with Navajo Nation Chapter Houses and Tribal parks may support expanded cultural interpretation, community-led tourism, and experiences that honor local traditions and the natural landscape.

### **Leverage Broadband for a Digital Economy**

- Expanding broadband is a top priority, consistently identified in every CEDS, the General Plan’s Capital Improvements section, and stakeholder interviews. Broadband infrastructure is a key enabler for a remote workforce. With robust, reliable internet access, residents, especially on the Navajo Nation and in rural communities, could access high-wage jobs in technology and professional services without leaving the county. This could help reverse the trend of youth and working-age residents leaving for job opportunities elsewhere. To realize this potential, the County should pair broadband expansion with workforce development and continued-education programs that build digital skills, remote-work readiness, and computer literacy. For example, tailored training programs in remote work tools, online communication, and virtual job pathways would ensure residents can fully take advantage of new connectivity.

## Support Economic Development Through Entrepreneurship

- Ensure that home-based businesses are able to thrive, indigenous cultural artisans are supported, and that light manufacturing has room to grow. Extend utility infrastructure to appropriate commercial sites to enable private development.

## Threats / Barriers to Progress

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### Water Constraints

- Water availability remains the most significant barrier, cited across all data sources. Successful management of a limited water supply will determine the ceiling on future development.

### “Brain Drain” and Population Stagnation

- As one survey respondent stated: “our greatest export is our children”. This fear is validated by the “Dwelling on the Future” assessment, which forecasts population decline. Unless addressed, this demographic change represents a slow diminishing of the community’s future workforce and tax base.

### External Policy on Public Lands

- San Juan County’s economy is highly sensitive to federal land policies, including national monument designations, grazing regulations, and mineral extraction rules. Because so much land is managed by federal agencies, local businesses, particularly in energy, mining, and ranching, face uncertainty tied to decisions outside county control. This dynamic affects long-term planning and investment, making it important for the county to remain adaptable and engaged in federal processes.

### Resistance to Change

- Stakeholders shared that some residents fear that growth may change the rural character and close-knit identity of their communities. This feeling is rooted in a genuine desire to protect what makes San Juan County unique. At the same time, this hesitation can slow or stall important projects, making it harder for the county to stay competitive with neighboring areas. When opportunities are delayed or declined, residents often travel to Grand County and to regional centers in Arizona, Colorado,

and New Mexico for jobs, goods, and services. This creates significant economic leakage and shifts benefits to surrounding communities instead of keeping them in San Juan County. The result is a challenging tradeoff between maintaining community identity and ensuring long-term economic resilience.

### Jurisdictional, Political, and Social Divisions

- According to stakeholders, getting things done in San Juan County requires the navigation of numerous governmental bureaucracies including those at the Federal, State, County, Local, and Tribal level. This has created challenges that have strained relationships between all parties and limits economic progress. Several stakeholders also emphasized that collaboration has been improving in recent years, offering a foundation for stronger regional progress moving forward.



Courtesy of Marck Guttman / Utah Office of Tourism

## Ideal Vision for a Future Economy

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Through one-on-one conversations with stakeholders and a review of survey responses, the following themes were identified as guideposts for the future of economic development in San Juan County.

### **A Diverse Economy of Family-Sustaining Jobs That Provides Economic Mobility**

- The ideal future is a “stronger and more diverse” economy that retains its high-wage industrial base in health, education, and mining and fosters more local businesses that provide year-round employment while allowing for residents to climb the economic ladder.

### **An Economy Where Youth Can Return Home**

- Stakeholders emphasized a future where young people can pursue education, develop skills, and return home to meaningful careers. Residents hope for a community where young adults can afford housing, raise families, and build their futures locally.

### **An Economy Built on Authenticity**

- Residents of San Juan County want economic growth that stays true to the community’s roots. As one stakeholder said “I picture a community where people can thrive economically while staying connected to their traditions and environment.”

### **An Economy Supported by Improved Infrastructure**

- Stakeholders see a clear bottleneck and envision a future where foundational needs are met. This means investment in affordable housing, broadband, childcare services, and available commercial space so entrepreneurs can launch and expand their businesses.

### **An Economy That is Built on Effective Communication**

- A key component of the ideal future is a new era of communication and cooperation among government, tribal leaders, business owners, and citizens. Stronger coordination across jurisdictions is essential for aligning priorities and supporting sustainable economic progress.

## Strategic Plan

### Economic Development in the General Plan (2018)

Before presenting the goals, strategies, tactics, and projects established in this plan, it is worth reviewing the previous economic development policy on file for San Juan County. The new strategic plan builds on this existing plan and provides additional specificity and breadth.

The existing five year vision for economic development in the 2018 update to the general plan is included below:

**Broadband** – A key infrastructure hurdle for businesses is the cost of Broadband in rural Utah. A key goal would be identifying a way to reduce cost of service and creating competitive prices comparable to the Wasatch Front.

**Transportation** – A key goal would be to have arrived at a maintenance schedule for county roads. Additionally, implementing a transit plan in partnership with the reservation. Further development would include showing increased Cal Black Airport usage and county visitation by air utilizing aviation air traffic analysis.

**Business Expansion and Retention** – Deploy a countywide industry specific survey (including industries identified in the ASAP process) in order to identify challenges and opportunities for growth. Working with BEAR and EDCUtah to develop a County plan to address challenges and opportunities identified in the survey.

**Diversification** – ASAP industries narrowed to specific NAICS codes, and county actively pursuing company relocation. Identify existing businesses within ASAP identified industries to assist in expansion and development. Identified areas of workforce development and initiating the process of adding programs for workforce education.

**Celebration of Culture and History** – Visitors will experience local culture and history (local foods in restaurants, Native American Dark Sky interpretation, Native and Western artisan products available, Cultural tours). Hózhó education and promotion implemented throughout the county.

## New Goals, Strategies, and Projects

### Goal 1 – Retain, expand, and recruit businesses in San Juan County

Strategy Number	Strategy Description	Project Number	Project
1	Connect businesses to technical assistance	1	Support businesses to gain access to grants and resources such as the Weber State Wildcat Fund, USDA, RCAC, and subgrants funded by the Rural County Grant
		2	Update San Juan County's Economic Development Website
		3	Facilitate the Business Basecamp Conference and other educational workshops
		4	Support the newly rebuilt San Juan Chamber
2	Develop a Regional Entrepreneur Hub Network	1	Renovate the classroom and purchase equipment for the Monticello center
		2	Support innovation and business hubs in La Sal, White Mesa, Bluff, Monument Valley, and future locations
3	Retain existing businesses and recruit new employers to San Juan County	1	Collaborate with UIPA, EDCUtah, and GOEO identify target areas for development and market those parcels to prospective businesses
		2	Target scaleable startup businesses that focus on research and development in STEM fields and automated manufacturing

### Goal 2 – Support the development of the local workforce

Strategy Number	Strategy Description	Project Number	Project
1	Build Economic Development Department capacity to manage workforce development programs	1	Hire an Americorps VISTA
2	Perform research to evaluate workforce development needs	1	Establish a committee to lead a workforce evaluation process in San Juan County
		2	Assess workforce gaps and work with local education institutions to create programs needed to fill those gaps
		3	Analyze the ability of the local workforce to meet industry needs

3	Expand workforce development programs	1	Create training programs in resume development, interview practice, basic math, office software, and other relevant skills
		2	Increase the quantity and outreach of job boards and job fairs in San Juan County
		3	Partner with stores and volunteer organizations to improve access to professional work clothing
		4	Develop a workforce pipeline that prioritizes volunteerism as a means to gain work experience and employment
		5	Develop childcare resources in order to expand employment opportunities for working parents

### Goal 3 – Maintain and improve the infrastructure necessary for economic development

Strategy Number	Strategy Description	Project Number	Project
1	Maintain existing levels of service to residential and commercial users	1	Appropriately fund and staff Planning, Building, and Road Departments
2	Improve infrastructure to alleviate capacity constraints that allow for the pursuit of additional economic development opportunities	1	Partner with private developers to build housing
		2	Support private expansion of broadband connectivity and seek grant funding
		3	Develop public transportation options to connect outlying rural areas to job centers
		4	Support natural gas pipeline extension to facilitate greater interconnection to commercial and residential users
		5	Improve water purification and distribution in the county

## Goal 4 – Improve economic development department operations and sustainability

Strategy Number	Strategy Description	Project Number	Project
1	Increase department capacity to develop and execute programs	1	Increase paid staff to advance workforce development, economic mobility, and technical assistance programming
		2	Develop an internship program attached to the Department of Workforce Service's Vocational Rehab Program
2	Improve departmental operations to ensure short term effectiveness and long term sustainability	1	Develop standard operating procedures for the department
		2	Create a project management dashboard for the department
		3	Develop financial sustainability for the department through grant funding, county general fund, and sponsorships
		4	Create quality annual reporting to the commission and the public
		5	Create effective public communication about department programs through social media, email, and print media

## Goal 5 – Implement the San Juan County Rural Economic Blueprint

Strategy Number	Strategy Description	Project Number	Project
1	Create systems of accountability and support to ensure that the plan is implemented	1	Create or designate an implementation committee to oversee the completion of the plan
		2	Assign specific staff with the responsibility of implementing the plan
		3	Allocate sufficient funding to support staff and committees as they implement the plan



**Governor's Office of  
Economic Opportunity**

CENTER FOR RURAL  
DEVELOPMENT

**August Granath**

Technical Outreach Manager

[agranath@utah.gov](mailto:agranath@utah.gov)

**Debra McKee**

Outreach Manager

[dmckee@utah.gov](mailto:dmckee@utah.gov)

**Colette Cox**

Director of the Center for Rural Development

& Community Outreach

[ccox@utah.gov](mailto:ccox@utah.gov)

**BUSINESS.UTAH.GOV**

San Juan County Commission Work Session  
December 16, 2025  
August Granath

Notes from the Work Session and resulting revisions are described below:

- Commissioner Stubbs had mentioned a need for public education regarding technology projects that advance broadband access or cell coverage. I added two sentences to the "Broadband and Cell Service Needs" section under Weaknesses to page 10 to address this comment:
  - "Commissioners sometimes receive pushback from the public when projects that can improve service, such as new signal towers, are proposed. Public education is needed to address these concerns and ensure that progress continues to be made on issues of equitable broadband and cell service access."
- Commissioner Stubbs mentioned that family businesses seem particularly successful in San Juan County. I modified the title of the "High Entrepreneurial" Strength to read "High Entrepreneurial Desire and Successful Family Businesses" and added an additional sentence on page 9:
  - "Additionally, family businesses in the county have proven to be resilient and strong components of the economic landscape, often able to find reliable workforce when others can't."
- Commissioner Harvey mentioned the value that cultural artisans provide to the local economy and a desire to see that supported in the plan. I modified the sentence in the "Support Economic Development Through Entrepreneurship" section under Opportunities on page 12 to read:
  - "Ensure that home-based businesses are able to thrive, indigenous cultural artisans are supported, and that light manufacturing has room to grow."
- Commissioner Harvey and Maughan both had concerns about implementation. Commissioner Harvey mentioned concerns with engagement and communication and requested that a summarized version of the plan be translated and made available in Diné Bizaad for distribution on the San Juan County portion of the Navajo Nation. Commissioner Maughan asked how the projects on the Blueprint would be acted upon and pushed forward.
  - August discussed the possibility of translation as a part of the implementation phase of the Blueprint after it is adopted and underscored that the implementation phase has been designed to ensure progress is made on targeted projects.



## COMMISSION STAFF REPORT

**MEETING DATE:** January 20, 2026

**ITEM TITLE, PRESENTER:** Approval of the Disease Response, Evaluation, Analysis and Monitoring 2024 – San Juan County Health Department – Amendment 1 contract between the Utah Department of Health & Human Services and San Juan County, Presented by Mike Moulton, Public Health Interim Director

**RECOMMENDATION:** Approval

### SUMMARY

The purpose of this amendment is to increase the agreement amount by \$8,699.00 and to update the scope of work and intended purpose of these funds.

This funding will support the health department in providing cross-cutting epidemiology/outbreak response and capacity for infectious diseases, such as vaccine-preventable diseases.

### HISTORY/PAST ACTION

Approval

### FISCAL IMPACT

The new reimbursable funding amount for 11/15/2024 – 7/31/2029 is \$20,878.00 in federal funds.



**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES**  
**AGREEMENT AMENDMENT**

25169934

Department Log Number

252700934

State Agreement ID

1. **AGREEMENT NAME:** The name of this agreement is Disease Response, Evaluation, Analysis and Monitoring 2024 - San Juan County Health Department - Amendment 1.
2. **PARTIES:** This amendment is between the Utah Department of Health & Human Services ("DHHS") and San Juan County.

**PAYMENT ADDRESS**

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

**MAILING ADDRESS**

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

3. **PURPOSE OF AMENDMENT:** The purpose of this amendment is to increase the contract amount and replace Attachment A in exchange for continued services.
4. **CHANGES TO AGREEMENT:**
  1. The contract amount is being changed. The original amount was \$12,179.00. The funding amount will be increased by \$8,699.00 in federal funds. The new total funding is \$20,878.00.
  2. Attachment A: Scope of Work (attached) is replacing Attachment A: Utah Department of Health and Human Services Subrecipient Terms. The General Provisions are no longer required as an attachment to this agreement, as per agreement 251691202 General Provisions and Business Associate Agreement. Attachment B is deleted. The document title is changed. Article 1 Purpose, Section 1.1 Purpose is changed. Article 3 Cross-Cutting Epidemiology/Outbreak Capacity, Section 3.1(3) is changed. Article 4 Funding, Section 4.1(1)(B), (1)(C), and (2)(B) are added.

**UEI:** WCVABP2FEVA2

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

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 08/01/2025.

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**Contract with Utah Department of Health & Human Services and San Juan County , Log #**  
25169934

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

Signed by: \_\_\_\_\_

\_\_\_\_\_  
Lori Maughan  
Commission Chair

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

Attachment A: Scope of Work  
 Disease Response, Evaluation, Analysis, and Monitoring 2024 - San Juan County Health Department  
 Amendment 1

Article 1  
 PURPOSE

1.1 **Purpose.** The purpose of this grant is to provide cross-cutting epidemiology/outbreak response and capacity for infectious diseases, such as vaccine-preventable diseases and mycoses. Funds may not be used to investigate tuberculosis ("TB") or sexually transmitted infections ("STI") as this is not within scope of ELC funding.

Article 2  
 DEFINITIONS

2.1 **Definitions.** In this grant, the following definitions apply:

"EpiTrax" means the State of Utah disease reporting system.

Article 3  
 GRANTEE RESPONSIBILITIES

3.1 **Cross-Cutting Epidemiology/Outbreak Capacity.** The Grantee shall:

- (1) comply with Disease Plans/Case Report Forms and Disease Reporting (<https://epi.utah.gov/plans-and-reports-atozlist/>) and Centers for Disease Control and Prevention guidance for conditions found at ([https://epi.utah.gov/wp-content/uploads/Rpt\\_Disease\\_List.pdf](https://epi.utah.gov/wp-content/uploads/Rpt_Disease_List.pdf));
- (2) enter investigation findings in EpiTrax;
- (3) maintain sufficient epidemiology staff to investigate and respond to outbreaks within the Grantee's jurisdiction, contingent on appropriate funding. If the grantee does not have sufficient epidemiology capacity to manage the requirements of this agreement, Local Health Officer ("LHO") shall bring the epidemiology capacity issue to Epidemiology and Informatics Executive Group ("EIE") for review and support the EIE decision; and
- (4) have the option of completing the following activities:
  - (A) detect, investigate, and respond to outbreaks;
  - (B) assist DHHS in obtaining information on products that may be the source of an outbreak; and
  - (C) collect and ship outbreak specimens to Utah Public Health Lab ("UPHL").

3.2 **Vaccine Preventable Disease.** The Grantee shall:

- (1) investigate reportable vaccine-preventable disease cases and outbreaks including; varicella, diphtheria, measles, mumps, rubella, *Neisseria meningitidis*, *Haemophilus influenzae*, pertussis, *S. pneumoniae*, tetanus, and acute flaccid myelitis ("AFM");
- (2) collect and enter case data, key and enhanced variable data into EpiTrax;
- (3) work with DHHS to ensure that all *Neisseria meningitidis* isolates from normally sterile sites are sent to UPHL for serogroup/serotype confirmation testing;
- (4) work with DHHS to ensure that all *Haemophilus influenzae* isolates from normally sterile sites are sent to UPHL for serogroup/serotype confirmation testing;
- (5) work with DHHS to ensure that all diphtheria isolates from normally sterile sites are sent to UPHL for confirmation and toxin screening;
- (6) work with DHHS to investigate and complete enhanced variables for severe or hospitalized cases of varicella;
- (7) collaborate with DHHS to improve the completeness of vaccine preventable disease data such as hospitalization, mortality status, vaccination status, and clinical information; and
- (8) investigate suspect cases of AFM by communicating with medical providers, laboratories and other partners, reviewing clinical information and submitting investigation forms to DHHS;
  - (A) Case investigation may be deferred to DHHS.
  - (B) For AFM cases, the Grantee may:
    - (i) work with DHHS to ensure that all AFM specimens are sent to UPHL;
    - (ii) conduct a 60-day post limb weakness onset follow up on confirmed and probable cases of AFM cases using a standardized questionnaire; and/or
    - (iii) defer follow-up to DHHS.

Article 4  
FUNDING

4.1 **Funding.**

- (1) For Cross-Cutting Epidemiology/Outbreak Capacity:
  - (A) \$8,699.00 for the period November 15, 2024 to July 31, 2025.

- (B) \$8,699.00 for the period August 1, 2025 to July 31, 2026.
- (C) \$7,122.40 unspent funds from the previous period may be spent during the period August 1, 2025 to July 31, 2026.

(2) For Vaccine Preventable Disease:

- (A) \$3,480.00 for the period November 15, 2024 to July 31, 2025.
- (B) \$3,025.98 unspent funds from the previous period may be spent during the period August 1, 2025 to July 31, 2026.

Article 5  
INVOICING

5.1 **Invoicing.** The Grantee shall include one column for each funding source in the Monthly Expenditure Report, including:

- (1) Cross-cutting Epi/Outbreak Response; and
- (2) Vaccine Preventable Disease.

Article 6  
OUTCOMES

6.1 **Outcomes.** The desired outcome of this grant is to manage the spread of reportable diseases in Utah.

6.2 **Performance Measure.** The number of disease investigations conducted for reportable infectious diseases.

6.3 **Reporting.** Monthly EpiTrax case count reporting.



## COMMISSION STAFF REPORT

**MEETING DATE:** January 20, 2026

**ITEM TITLE, PRESENTER:** Consideration and Approval of the San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 10, Presented by Mike Moulton, Public Health Interim Director

**RECOMMENDATION:** Approval

### SUMMARY

The purpose of this amendment is to increase the agreement amount by \$15,500.00 and to update Attachment "B" to reflect this amount and the specific activities these funds may be used for.

This funding aims to prevent commercial tobacco use and connect users with evidence-based cessation resources. Approved activities include staff training, pilot projects, partnerships with priority populations and organizations, tobacco retail permitting, compliance checks (with dedicated funding), retail education and inspections, youth group engagement, education on age 21 laws, promotion of Quit Services, support for the Utah Indoor Clean Air Act (UICAA), media campaigns, site visits, and program evaluation

### HISTORY/PAST ACTION

Commission approval of previous amendments.

### FISCAL IMPACT

The new reimbursable funding amount for July 1, 2025 – June 30, 2026, is \$224,786.00.



**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES**  
**CONTRACT AMENDMENT**

2120905  
Department Log Number

212700217  
State Agreement ID

1. CONTRACT NAME: The name of this contract is San Juan County Health Department Tobacco Contract FY21-FY25 Amendment 10.
2. CONTRACTING PARTIES: This contract amendment is between the Utah Department of Health & Human Services ("DHHS") and San Juan County ("Contractor").

**PAYMENT ADDRESS**

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

**MAILING ADDRESS**

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

3. PURPOSE OF CONTRACT AMENDMENT: The purpose of this amendment is to increase the agreement amount and replace Attachment "B."
4. CHANGES TO CONTRACT:
  1. The agreement amount is being changed. The original amount was \$1,331,672.18. The funding will be increased by \$15,500.00 in federal funds. New total funding is \$1,347,172.18.
  2. Amendment 10, Attachment "B," effective July 1, 2025 is replacing Amendment 9, Attachment "B" which was effective July 2025. Article II Payment, Section A and B are changed; Article IV Reports, Section B is changed.

**UEI:** WCVABP2FEVA2

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2025.

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

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

Signed by: \_\_\_\_\_

\_\_\_\_\_  
Lori Maughan  
Commission Chair

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

Attachment B: Special Provisions  
San Juan County Health Department FY21 – FY25 Amendment 10

**I. DEFINITIONS**

- A. “Qualtrics” means a web-based reporting tool used by the Parties to determine progress in achieving the responsibilities of this contract.
- B. “CDC” means the Center for Disease Control and Prevention.
- C. “CDC Funds” mean funding that is awarded to the Tobacco Prevention and Control Program from the Center for Disease Control and Prevention.
- D. “Compliance Checks” mean routine checks of retailers conducted by the GRANTEE where underage buyers attempt to purchase tobacco in circumstances that would violate applicable law.
- E. “FDA” means Food and Drug Administration.
- F. “HUD” means United States Department of Housing and Urban Development.
- G. “MSA Grant Funding” means funding allocated from the Master Settlement Agreement to the Tobacco Prevention and Control Program.
- H. “MUH” means multiunit housing.
- I. “QuickBase” means a web-based application tool used by local health departments to manage and report their tobacco retailer education and enforcement activities including underage sale investigations (compliance checks), combined retailer inspection requirement, and permit suspension/revocation data.
- J. “SDOH” means Social Determinants of Health.
- K. “Synar” means the Synar Amendment.
- L. “Tax Fund” means funding that is allocated to the Tobacco Prevention and Control Program from the State Tobacco Tax.
- M. “UICAA” means the Utah Indoor Clean Air Act.

**II. PAYMENTS**

- A. DHHS agrees to reimburse the GRANTEE up to a maximum total of \$224,786.00 for expenditures in accordance with the funding categories described in this contract. The amount reimbursed is based on the number of services provided by the GRANTEE as reported each month on the Monthly Expenditure Report submitted to the DHHS.
- B. The amounts listed below are the maximum amount the DHHS can reimburse the GRANTEE. Funds can only be expended as follows:
  - 1. \$15,500.00 is available from the Comprehensive Tobacco (CDC) Grant for the Period of Performance of July 1, 2025 – April 28, 2026.
    - a. Reimbursement shall be provided for expenditures directly related to activities set forth in Section III excluding direct service activities. Direct service activities include, but are not limited to, objectives identified in Section III as:
      - i. Compliance Checks;
      - ii. Tobacco Retail Permitting;
      - iii. Retail Inspection, E-cigarette Product, and Nicotine Product Inspections; and
      - iv. UICAA.
    - b. The GRANTEE shall not use funds to:
      - i. purchase tobacco prevention curriculum for K-12 schools;
      - ii. purchase vape detectors;
      - iii. conduct tobacco compliance check inspections;
      - iv. pay for Synar or FDA compliance monitoring;
      - v. pay for research;

- vi. provide clinical care except as allowed by law;
- vii. purchase furniture or equipment as a general rule. Any such proposed spending must be clearly identified in the budget;
- viii. provide direct tobacco use and dependence treatment services or other direct services other than those through evidence-based Quitline and quit support services;
- ix. purchase food whether for conferences or meetings; for meals, light refreshments or beverages; and
- x. pay for lobbying activities.

- c. The GRANTEE shall direct a minimum of 10% of the annual funding amount for the evaluation of services outlined in this contract.
- d. Closeout: GRANTEE must submit to the pass-through entity, no later than 90 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of the Federal award.

2. \$73,193.00 is available from the MSA Grant for the period of July 1, 2025 - June 30, 2026 and shall be allocated in accordance with the following:
  - a. Up to \$4,053.00 shall be reimbursed for Compliance Checks. The DHHS agrees to reimburse the GRANTEE \$96.50 per compliance check. The compliance checks will be completed consistent with the activity found in Section III; objective identified as Compliance Checks.
  - b. The remaining \$69,140.00 funds shall not be used for Compliance Checks but may be used for any of the remaining objectives described in Section III.
3. \$54,437.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account and shall be allocated in accordance with Utah Code 59-14-807(3)(a) for the period of July 1, 2025 - June 30, 2026. The GRANTEE shall use the money received in accordance with Utah Code 59-14-807 (4)(a) and Admin Rule R384-415 for enforcing:
  - a. The regulation provisions described in Section 26B-7-505;
  - b. The labeling requirement described in Section 26B-7-505; and
  - c. The penalty provisions described in Section 26B-7-518.
4. \$81,656.00 is available from the state funded Electronic Cigarette Substance and Nicotine Product Tax Restricted Account for the period of July 1, 2025 - June 30, 2026 and shall be allocated in accordance with the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program created in Utah Code 26A-1-129 to issue grants.

### III. SERVICES

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

Activity Title	Objective
Continuing Education	By June 30, 2026, 2 staff funded by tobacco will attend at least 1 workplan-related training per quarter.
Priority Populations	By June 30, 2026, implement and report on established plan to collaborate with identified priority population.
SDOH Partnerships	By June 30, 2026, identify 11 partners focused on SDOH and/or risk and protective factors.

Outreach Partnerships	By June 30, 2026, provide supportive technical assistance related to tobacco prevention and/or cessation resources to 10 organizations.
Tobacco Retail Permitting	By June 30, 2026, ensure that 100% of retailers are permitted.
Compliance Checks	By June 30, 2026, complete 2 tobacco compliance checks in each tobacco retail outlet.
Retail Education	By June 30, 2026 ensure that 100% of retailers are provided education materials.
Retail Inspection, E-cigarette Product and Nicotine Product Inspections	By June 30, 2026 conduct combined inspections in 18 retailers.
CBO Partnership	By June 30, 2026 establish 6 partnership with community based organizations that work to provide school connectedness through culturally relevant programs that promote resilience and/or emotional well-being.
Behavioral Health	By June 30, 2026 collaborate with 4 behavioral health professionals to screen for tobacco use and dependence (including e-cigarettes) and educate when interacting with youth and young adults.
Youth Groups	By June 30, 2026 support a local youth coalition in advocating for tobacco use prevention policies and programs.
Age 21 Law	By June 30, 2026 educate 4 municipalities and 100% retailers on the minimum age of 21 for the sale of tobacco products, electronic cigarette products and other nicotine products.
	By June 30, 2026 facilitate at least one formal or informal learning and/or relationship building opportunity (in person or virtual) with retailers, municipalities and/or community groups or agencies.
Quit Services	By June 30, 2026 increase Quit Line registered calls in local area from 1 during 7/2023-6/2024 to 2 and E-Coach registered members from 11 during 7/2023-6/2024 to 15.
Low Income Cessation Services	By June 30, 2026 work with 2 local services that are utilized by low income individuals to promote tobacco cessation programs.
Low Income MUH Policy	By June 30, 2026 provide resources, training and technical assistance to 1 low-income MUH property to implement, improve and/or maintain comprehensive tobacco policies.

MUH Policy	By June 30, 2026, provide resources, training & technical assistance to 1 MUH property to implement, improve and/or maintain comprehensive tobacco policies.
Worksite Policy	By June 30 2026 work with 1 worksite to implement, improve and/or maintain environmental and employee policies.
UICAA	By June 30, 2026 respond to 100% of UICAA complaints and provide education, signage, and materials as appropriate.

#### **IV. REPORTS**

- A. The GRANTEE shall report on the progress report measure for each of their work plan activities as listed in Section IV, in Qualtrics. Progress reports shall be submitted quarterly by the 15<sup>th</sup> of October, January, April, and July.
- B. The GRANTEE shall report tobacco retailer-related data as needed in QuickBase, a web-based application system, or directly to the Tobacco Retail and Compliance Specialist.

#### **V. DHHS PROGRAM ROLE**

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

#### **VI. MEDIA**

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

#### **VII. ADMINISTRATIVE REQUIREMENTS**

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

## VIII. OUTCOMES

The outcome of this contract is to support the overall comprehensive Tobacco Prevention and Control Program strategic plan to (1) prevent youth nicotine dependence, (2) reduce commercial tobacco product use, and (3) work with priority populations to reduce tobacco-related health disparities.

A. The following long-term measures support the outcomes:

1. Reduce the percentage of Utah high school students who use tobacco (including vaping) to 8%.
2. Reduce the percentage of Utah young adults (18-24 years old) who vape to 15%.
3. Reduce adult cigarette smoking in very high Health Improvement Index areas to 10%.
4. Reduce the percentage of Utah adults on Medicaid who smoke to 18%.
5. Reduce the percentage of Utah adults (with no health insurance) who smoke to 16%.
6. Decrease the percentage of adult cigarette smoking (disparate populations) by 5% relative to baseline



## COMMISSION STAFF REPORT

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January 20, 2026

**MEETING DATE:**

**ITEM TITLE, PRESENTER:** Consideration and Approval of San Juan County Health Department PH Infrastructure - 2023 Amendment 5, by Mike Moulton, Public Health Interim Director

**RECOMMENDATION:** Approval

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**SUMMARY**

The purpose of this amendment is to increase the contract amount by \$27,230.00 and to update Attachment A: Scope of Work to reflect this increase.

The general purpose of this contract is to provide support for core infrastructure improvements that include the agency's foundational capabilities and workforce.

**HISTORY/PAST ACTION**

Approval

**FISCAL IMPACT**

The federally reimbursed amount is being increased by \$27,230.00. The new total funding of this 5-year contract is \$421,486.00.



**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES**  
**CONTRACT AMENDMENT**

2302106  
Department Log Number

232701308  
State Agreement ID

1. CONTRACT NAME: The name of this contract is San Juan Public Health Department – PH Infrastructure 2023 Amendment 5.
2. CONTRACTING PARTIES: This contract amendment is between the Utah Department of Health & Human Services ("DHHS") and San Juan County ("Contractor").

**PAYMENT ADDRESS**

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

**MAILING ADDRESS**

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

3. PURPOSE OF CONTRACT AMENDMENT: The purpose of this amendment is to increase the contract amount and replace Attachment A: Scope of Work.
4. CHANGES TO CONTRACT:
  1. The contract amount is being changed. The original amount was \$394,256.00. The funding amount will be increased by \$27,230.00 in federal funds. New total funding is \$421,486.00.
  2. Attachment A: Scope of Work effective December 1, 2025, is replacing Attachment A: Scope of Work, which was effective November 2025. Changes made to Article VIII Section A Item 2.

**UEI:** WCVABP2FEVA2

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

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 12/01/2025.

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**Contract with Utah Department of Health & Human Services and San Juan County , Log #**  
2302106

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

Signed by: \_\_\_\_\_

\_\_\_\_\_  
Lori Maughan  
Commission Chair

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

Attachment A: Scope of Work  
San Juan County Health Department - PH Infrastructure 2023 Amendment 5  
Effective Date: December 1, 2025

**I. GENERAL PURPOSE**

A. The general purpose of this contract is to provide support for core infrastructure improvements that include, but are not limited to the agency's workforce, foundational capabilities, and data infrastructure.

**II. DEFINITIONS**

A. "A1" means Component A: Strengthening public health infrastructure, under Strategy A1: Workforce, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."

B. "A2" means Component A: Strengthening public health infrastructure, under Strategy A2: Foundational Capabilities, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."

C. "A3" means Component A: Strengthening public health infrastructure, under Strategy A3: Data Modernization, as outlined within the CDC's funding opportunity announcement, entitled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems CDC-RFA-OE22-2203."

D. "CDC" means the Centers for Disease Control and Prevention.

E. "Department" means Utah Department of Health and Human Services.

F. "Subrecipient" means Contractor and legal name of the vendor as noted on Contract Page One.

**III. PROGRAM CONTACT**

A. The Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:

1. For program management, contact:  
Jenny Starley, Workforce Development Coordinator  
Division of Population Health  
(385) 454-3134  
[jstarley@utah.gov](mailto:jstarley@utah.gov)
2. For general programmatic questions, contact:  
Elisabeth Litster, Contract/Grant Analyst  
Division of Population Health  
(385) 266-0510  
[elitster@utah.gov](mailto:elitster@utah.gov)
3. For financial or budget assistance, contact:  
Jerry Edwards, Finance Manager  
Department of Health and Human Services Operations  
(801) 557-8260  
[jedwards@utah.gov](mailto:jedwards@utah.gov)

**IV. OUTCOMES****A. OUTCOMES**

1. The desired outcome for Strategy A1: Workforce of this contract is a reinforced and expanded public health workforce through hiring, retaining, supporting, and training the workforce and by strengthening relevant workforce planning, systems, processes, and policies.
2. The desired outcome for Strategy A2: Foundational Capabilities of this contract is a strengthened public health infrastructure through improved systems, processes, and policies to ensure a strong core infrastructure needed to protect health and provide fair opportunities for all.
3. The desired outcome for Strategy A3: Data Modernization of this contract is a more modern and efficient data environment, increased data interoperability, and increased availability and use of public health data.

**V. OUTCOME MEASUREMENTS****A. The outcome measurements for Strategy A1: Workforce include:**

1. Total size of the workforce, over time, by job type or classification, program area, and hiring mechanism or employment status based upon identified needs of the agency.

**B. The outcome measurements for Strategy A2: Foundational Capabilities include:**

1. Number of improved organizational systems and processes as compared to annual baseline levels, set in January for each year of the contract.
2. Self assessment score of public health foundational capabilities as compared to annual baseline levels, set in January for each year of the contract.

**C. The outcome measurements for Strategy A3: Data Modernization include at least one of the following:**

1. Self assessment of public health data infrastructure, data science, and informatics capabilities and capacities as compared to annual baseline levels, set in January for each year of the contract.
2. Self assessment score of capacity to quickly analyze, interpret, and act on data as compared to annual baseline levels, set in January for each year of the contract.

**VI. OUTCOME REPORTING****A. The Department is federally required to reduce or eliminate the administrative requirements and reporting burden put upon local health departments supporting grant activities, and the Department cannot request or require additional programmatic reports, work plans, or expenditure information from local health departments beyond what is required by the grant, unless otherwise required by**

law. Therefore, the outcome reporting for Strategy A1: Workforce, Strategy A2: Foundational Capabilities, and Strategy A3: Data Modernization include:

1. Quantitative Reporting
  - a. The Subrecipient shall report the outcome measurements listed in Section V. to the Department at a frequency and format as determined by the CDC; and
2. Qualitative Reporting
  - a. The Subrecipient shall provide a qualitative summary of successes and challenges to the Department at regularly attended meetings, which may include governance, local health officer committee, and public health coordination meetings.

VII. RESPONSIBILITIES OF SUBRECIPIENT

- A. For A1, Subrecipient will utilize funds according to CDC guidance provided in related document Foa\_Content\_of\_CDC-RFA-OE22-2203 (9).pdf (see Part II. A. 2. ii. on page 6), which can be found at <https://www.grants.gov/web/grants/view-opportunity.html?oppId=340034>, to:
  1. Prioritize activities within their jurisdiction that lead to the key outcomes that include increased size and capabilities of the public health workforce with improved wages and protections; and
  2. Increase effectiveness of leadership and data science development training programs to address health disparities and advance health equity, and increased leadership and data science competency of emerging public health professionals as compared to annual baseline levels, set in January for each year of the contract.
- B. For A2, Subrecipient will utilize funds according to CDC guidance provided in related document Foa\_Content\_of\_CDC-RFA-OE22-2203 (9).pdf (see Part II. A. 2. ii. on page 6), which can be found at <https://www.grants.gov/web/grants/view-opportunity.html?oppId=340034>, to prioritize activities within their jurisdiction that lead to improved organizational systems and processes and evidence of stronger public health foundational capabilities.
- C. For A3, Subrecipient will utilize funds according to CDC guidance provided in related document Foa\_Content\_of\_CDC-RFA-OE22-2203 (9).pdf (see Part II. A. 2. iii on page 12) and 230403\_OE22-2203 A3 Supplemental Guidance\_Final\_PDF.pdf to:
  1. With year one funding, prioritize impacts on Utah's public health system, increasing ability to share data system-wide, and increasing interoperability with other systems.
  2. With year two funding, support personnel involvement in collaborative DMI workgroups and meetings for statewide DMI priorities identified by Public Health DMI Council such as scoping and immunizations system enhancements.
- D. If an activity is not clearly aligned with guidance and requirements of Utah Code 67-27-109 regarding prohibited discriminatory practices, Subrecipient shall consult Department prior to initiating activity to ensure activity meets all requirements.

E. Subrecipient shall provide a point of contact.

VIII. FUNDING

A. Total funding is \$421,486.00.

1. \$328,129.00 for A1 for the period January 15, 2023 to November 30, 2027.
2. \$81,690.00 for A2
  - a. \$0.00 for A2 budget period 1 January 15, 2023 to November 30, 2023.
    - i. If year 1 A2 funds are not fully expended by above date, Subrecipient can utilize "Expanded Authority" which extends the period of spending for remaining funds for an additional 12 months. Expanded Authority funds will be used prior to year 2 A2 funds.
  - b. \$27,230.00 for A2 budget period 2 December 1, 2023 to November 30, 2024.
    - i. If year 2 A2 funds are not fully expended by above date, Subrecipient can utilize "Expanded Authority" which extends the period of spending for remaining funds for an additional 12 months. Expanded Authority funds will be used prior to year 3 A2 funds.
  - c. \$27,230.00 for A2 budget period 3 December 1, 2024 to November 30, 2025.
    - i. If year 3 A2 funds are not fully expended by above date, Subrecipient can utilize "Expanded Authority" which extends the period of spending for remaining funds for an additional 12 months. Expanded Authority funds will be used prior to any year 4 A2 funds received.
  - d. \$27,230.00 for A2 budget period 4 December 1, 2025 to November 30, 2026.
    - i. If year 4 A2 funds are not fully expended by above date, Subrecipient can utilize "Expanded Authority" which extends the period of spending for remaining funds for an additional 12 months. Expanded Authority funds will be used prior to any year 5 A2 funds received.
3. \$11,667.00 for A3
  - a. \$5,835.00 for A3 budget period 1 November 1, 2023 to November 30, 2023.
    - i. If year 1 A3 funds are not fully expended by above date, Subrecipient can utilize "Expanded Authority" which extends the period of spending for remaining funds for an additional 24 months. Expanded Authority funds will be used prior to year 2 A3 funds.
  - b. \$5,832.00 for A3 budget period 2 November 1, 2025 to November 30, 2026.
    - i. If year 2 A3 funds are not fully expended by above date, Subrecipient can utilize "Expanded Authority" which extends the period of spending for remaining funds for an additional 12 months based on CDC approval of Expanded Authority.

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

1. Cost Reimbursement – Budget

<u>Description</u>	<u>Amount</u>
A1: Workforce Development	\$328,129.00
A2: Foundational Capabilities	\$81,690.00
A3: Data Modernization	\$11,667.00

C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on the contract pages of this Contract.

D. Pass-Through Agency: Utah Department of Health and Human Services.

E. Number assigned by the Pass-through Agency: State Contact Number, as recorded on the contract pages of this Contract.

F. All future year funding will be based on CDC satisfactory programmatic progress and the availability of funds.

#### IX. INVOICING

A. In addition to the Utah Department of Health and Human Services General Provisions of the contract the Subrecipient shall report the amount of funds utilized to the Department each month in the Monthly Expenditure Report and include one line for each funding source in the report; and

1. A1 - PH Infrastructure
2. A2 - PH Infrastructure
3. A3 - PH Infrastructure

B. In addition to the Utah Department of Health and Human Services General Provisions of the contract the Subrecipient shall submit the July invoice no later than August 15 of each year.

#### X. REPORTING

A. The Subrecipient shall provide a summary of successes and challenges at meetings, which may include; governance, local health officer committee, and public health coordination meetings according to agreed upon timelines with the Department;

B. The Subrecipient shall provide input when requests from the Department are made to ensure accountability of outcomes when public health system/statewide reporting is required by the CDC according to agreed upon timelines with the Department; and

C. The Subrecipient shall provide an estimated number of staff funded through this grant to contribute to an annual statewide progress report, as required by the CDC according to agreed upon timelines with the Department.

#### XI. AMENDMENTS AND TERMINATION

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

#### XII. FUNDING REQUIREMENTS

A. Funding restrictions to consider while planning and budgeting are provided below, as provided by the CDC. Funds may not be used for:

1. Research;

2. Clinical care except as allowed by law;
3. Funds may be used for reasonable program purposes, including personnel, travel, supplies, and services;
4. Generally, funds may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget;
5. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient; and
6. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - a. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
  - b. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation; administrative action, or Executive order proposed or pending before any legislative body;
  - c. See Additional Requirement (AR) 12 (see: <https://www.cdc.gov/grants/additional-requirements/ar-12.html>) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients (see: [http://www.cdc.gov/grants/documents/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)).

### XIII. REQUIRED DISCLOSURES

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services  
 Ackeem Evans, Grants Management Officer/Specialist  
 Centers for Disease Control and Prevention  
 Branch 6  
 2939 Brandywine Rd,  
 Atlanta, GA 30341  
 Email: [gtq4@cdc.gov](mailto:gtq4@cdc.gov) (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services  
 Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC, 20201  
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
Email: [MandatoryGrantDisclosures@oig.hhs.gov](mailto:MandatoryGrantDisclosures@oig.hhs.gov)

Recipients must include this mandatory disclosure requirement in all subawards and contract under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.971. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U. S. C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))



## COMMISSION STAFF REPORT

**MEETING DATE:** January 20, 2026

**ITEM TITLE, PRESENTER:** Consideration and Approval for a Service and Business Associate Agreement Between Elation Health And San Juan County Public Health, Presented by Mike Moulton, Public Health Interim Director

**RECOMMENDATION:** Approval

### SUMMARY

The San Juan County Health Department would like to purchase the Elation Electronic Health Record (HER) system, which will lead to several key improvements in the way that San Juan Public Health provides services, including:

- Enhanced patient care
- Increased operational efficiency
- Reduced errors
- Streamlined billing and regulatory compliance
- Capacity to expand our clinical services

After researching multiple companies with an EHR product, the Public Health Nursing Director, Autumn Bradford, chose Elation. Elation's EHR offers a user-friendly interface that is well-suited for our small facility, while providing significant growth potential.

Autumn has also collaborated with the IT Director, James Redd, and he has approved the use of this system.

### HISTORY/PAST ACTION

### FISCAL IMPACT

The total cost is \$7,689.00, which is a yearly subscription that will be billed at \$640.75 each month. This will be funded using Public Health Infrastructure grant funds.



## ORDER FORM

This Order Form is subject to the Service Agreement located at <https://www.elationhealth.com/service-agreement/> and the Business Associate Agreement attached hereto.

This Order Form and any attachment, exhibit or addendum hereto ("Order Form"), together with the Elation Service Agreement (the "Service Agreement"), and the Business Associate Agreement (the "BAA", and collectively with this Order Form and the Service Agreement, the "Agreement"), and any subsequent order forms and/or documents referenced by or attached to this Order Form, is a binding contract between Elation Health, Inc. ("Elation"), a Delaware corporation, having its principal place of business at 530 Divisadero St. #872, San Francisco, CA 94117, and Customer identified below (the "Customer"). In the event of a conflict between the terms of this Order Form, an SOW (where applicable) and the Service Agreement, the order of precedence shall be: this Order Form, SOW, Service Agreement. Capitalized terms not defined herein shall, unless otherwise indicated herein, have the meanings ascribed to such terms in the Service Agreement. The Agreement will become effective on the execution of this Order Form by both parties (the "Effective Date").

Customer Information			
<b>Name of Practice Owner/Primary Signatory:</b>		<b>Billing Tax ID Number:</b>	
<b>Billing Contact Name:</b>		<b>Billing Email:</b>	
<b>Legal Business Name:</b>		<b>DBA (Doing Business As):</b>	
Practice Address			
<p><i>This address cannot be a P.O. Box due to Surescripts and Lab Vendor requirements.</i>  <i>If you are a new/virtual practice and do not have a practice address, please enter the address at which you registered your Tax ID Number, within the state of your business.</i></p>			
<b>Practice Street:</b>		<b>Practice City:</b>	
<b>Practice Zip Code:</b>		<b>Practice Phone Number:</b>	

### Subscription Fees

Product Name	Minimum Contracted Licenses	Monthly List Price	Discount**	Monthly Unit Price	Order Term (months)	Subscription Start Date	Subscription End Date	Minimum Subscription Fees
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Elation EHR + Billing - Standard	1	\$699.00	100%	\$0.00	1	12/29/2025	01/28/2026	\$0.00
Onboarding Fee	1	\$1,000.00	100%	\$0.00		12/29/2025		\$0.00
Elation EHR + Billing - Standard	1	\$699.00	0%	\$699.00	11	01/29/2026	12/28/2026	\$7,689.00
<b>Total Subscription Fees</b>								\$7,689.00

\*Elation's Subscription Fees are exclusive of all taxes, and Customer is responsible for payment of all taxes. If Elation has the legal obligation to pay or collect taxes for which the Customer is responsible pursuant to this paragraph, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Elation with a valid tax exemption certificate authorized by the appropriate taxing authority.

\*\*Discount applies to initial Contract Term as agreed below.

\*\*\*If this Order Form is executed and/or returned to Elation by Customer after the Order Start Date above, Elation may adjust the Order Start Date and Order End Date, without increasing the Total Price and provided that the total term length does not change.

## Terms & Conditions

**Subscription Start Date\*\*\*:** TBD

**Billing Frequency:** Monthly

**Subscription End Date\*\*\*:** TBD

**Payment Terms:** Due Upon Receipt

**Initial Term:** TBD

**Billing Method:** Email

The Order Form shall automatically renew for successive periods of one (1) year unless either party provides written notice of cancellation at least sixty (60) days prior to such automatic renewal (each such successive period, a "Renewal Term" and together with the Initial Term, the "Term"). For each Renewal Term, the Agreement shall remain in full force and effect during any applicable Renewal Term.

The Minimum Contracted Licenses listed in this Order Form will automatically renew each Renewal Term unless Customer provides no less than 60 days' written notice requesting a reduction before the end of the current term. Upon any increase in the number of licenses, the new total will be treated as the new Minimum Contracted Licenses for the remainder of the then-current term and each Renewal Term thereafter. Customer will be responsible for payment of the then-current Minimum Contracted Licenses whether or not licenses are removed prior to a billing period.

## Provider License Count Changes



For any increase in the number of providers, in addition to the Subscription Fees above, the current payment method will automatically be charged the prorated invoice amount (based upon the number of days remaining in the billing cycle) for the added providers for the remainder of the current billing cycle. The additional provider(s) will then be reflected on the next billing cycle and will be coterminous with the Agreement.

## eFax

Integrated inbound and outbound eFax are available features of Elation EHR. Included for no additional charge in each Standard Provider User subscription is a combined inbound and outbound eFax volume of 1,500 pages per month. For each page over 1,500 per Standard Provider User subscription, there is a charge of seven (7) cents per page.

## Elation Billing

Elation Billing includes features and/or services that are made available by Elation at an additional fee and are *not included* in the Subscription Fees above. These additional features include, but are not limited to: mailed claims, mailed statements, mailed appeals, and Stripe fees. Additional charges are invoiced monthly in arrears and are due and payable upon receipt. Elation Billing is subject to the Elation Service Agreement Billing Addendum located at <https://www.elationhealth.com/service-agreement/#billing-addendum>.

## Payment Information

Payment details link: (you will be asked to follow an external link, click 'CONTINUE') \*Payment information on file is required\*

### **CLICK HERE TO ENTER YOUR PAYMENT DETAILS**

Enter the 5 digit code from the payment details screen:

**IN WITNESS WHEREOF, the Parties through their legally authorized representatives hereby agree to the terms of this Agreement and Order Form as of the Effective Date.**

(“Customer”)

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**ELATION HEALTH, INC**

(“Elation”)

**Signature:** \_\_\_\_\_

**Name:** Kyna Fong

**Title:** CEO

**Date:** December 29, 2025

Item 14.





## Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into by and between Elation Health, Inc. (“Business Associate”) and the covered entity agreeing to these terms (“Covered Entity”) and is effective as of the date of execution of this BAA by both Parties (the “BAA Effective Date”). Business Associate and Covered Entity may be referred to individually as a “Party” or, collectively, as the “Parties” in this BAA.

### **Recitals**

- A. Business Associate is providing services to Covered Entity under an existing agreement (the “Underlying Agreement”), and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Underlying Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement in compliance with (i) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“ARRA”); and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the “HIPAA Final Rule”), which amended the Privacy Rule and the Security Rule (as those terms are defined below) pursuant to the HITECH Act, extending certain HIPAA obligations to business associates and their subcontractors.
- C. The purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, § 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”).

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### **1. Definitions**

- a. **Capitalized Terms.** Capitalized terms used in this BAA and not otherwise defined herein shall have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated in this BAA by reference.
- b. “Breach” shall have the same meaning given to such term in 45 C.F.R. § 164.402.
- c. “Designated Record Set” shall have the same meaning given to such term in 45 C.F.R. § 164.501.
- d. “Electronic Protected Health Information” or “Electronic PHI” shall have the same meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity.
- e. “Individual” shall have the same meaning given to such term in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- f. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- g. “Protected Health Information” or “PHI” shall have the same meaning given to such term in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- h. “Required by Law” shall have the same meaning given to such term in 45 C.F.R. § 164.103.
- i. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- j. “Security Incident” shall have the same meaning given to such term in 45 C.F.R. § 164.304, but shall not include (i) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate;



and (ii) immaterial incidents that occur on a routine basis, such as general “pinging” or “denial of service” attacks.

- k. “Security Rule” shall mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.
- l. “Unsecured PHI” shall have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

## 2. Permitted Uses and Disclosures of PHI

- a. Uses and Disclosures of PHI Pursuant to Underlying Agreement. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. To the extent Business Associate is carrying out one or more of Covered Entity’s obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement or this BAA, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).
- b. Permitted Uses of PHI by Business Associate. Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c. Permitted Disclosures of PHI by Business Associate. Except as otherwise limited in this BAA, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this BAA), and that the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).
- d. Data Aggregation. Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use of PHI for statistical compilations, reports and all other purposes allowed under applicable law.
- e. De-identified Data. Business Associate may create de-identified PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose.

## 3. Obligations of Business Associate

- a. Appropriate Safeguards. Business Associate shall use appropriate safeguards and shall, after the compliance date of the HIPAA Final Rule, comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this BAA.
- b. Reporting of Improper Use or Disclosure, Security Incident or Breach. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. “Unsuccessful Security Incidents” shall include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate’s notification to Covered Entity of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404.
- c. Business Associate’s Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, Business Associate shall enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to Business Associate with respect to such PHI.
- d. Access to PHI. To the extent Business Associate has PHI contained in a Designated Record Set, it agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524 within ten (10) business days of Business Associate’s receipt of a written request from Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a



Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate shall direct the Individual to Covered Entity.

- e. Amendment of PHI. To the extent Business Associate has PHI contained in a Designated Record Set, it agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate shall direct the Individual to Covered Entity.
- f. Documentation of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.
- g. Accounting of Disclosures. Business Associate agrees to provide to Covered Entity, within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity, information collected in accordance with Section 3(f) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to Business Associate, or inquires about his or her right to an accounting of disclosures of PHI, Business Associate shall direct the Individual to Covered Entity.
- h. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Mitigation. To the extent practicable, Business Associate will reasonably cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Business Associate of a use or disclosure of PHI that is not permitted by this BAA.
- j. Minimum Necessary. Business Associate shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.
- k. HITECH Act Applicability. Business Associate acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Business Associate under the Privacy Rule and the Security Rule. Business Associate agrees, as of the compliance date of the HIPAA Final Rule, to comply with applicable requirements imposed under the HIPAA Final Rule.

#### 4. Obligations of Business Associate

- a. Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in an applicable notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation.
- b. Notification of Changes Regarding Individual Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI.
- c. Notification of Restrictions to Use or Disclosure of PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this BAA, the Parties shall mutually agree upon any necessary modification of Business Associate's obligations under such agreements.



- d. Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity, except as permitted pursuant to the provisions of Section 2 of this BAA.

## 5. Term and Termination

- a. Term.** The term of this BAA shall commence as of the BAA Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 5(c).
- b. Termination for Cause.** Upon either Party's knowledge of a material breach by the other Party of this BAA, such Party shall provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this BAA and, at its election, the Underlying Agreement, if cure is not possible.
- c. Effect of Termination.**
  - i.** Except as provided in paragraph (ii) of this Section 5(c), upon termination of the Underlying Agreement or this BAA for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, and shall retain no copies of the PHI.
  - ii.** If it is infeasible for Business Associate to return or destroy the PHI upon termination of the Underlying Agreement or this BAA, Business Associate shall: (i) extend the protections of this BAA to such PHI; (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI; and (iii) never disclose such PHI to another Business Associate client or third party unless such information has been de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

## 6. Cooperation in Investigations

The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

## 7. Survival

The respective rights and obligations of Business Associate under Section 5(c) of this BAA shall survive the termination of the BAA and the Underlying Agreement.

## 8. Notice

All notices relating to the Parties' legal rights and remedies under this BAA shall be provided in writing to a Party, shall be sent to its address below, or to such other address as may be designated by that Party by notice to the sending Party, and shall reference this BAA. Notices will be deemed given as of: (a) the day they are delivered by hand; (b) the day they are delivered by express delivery service (such as Federal Express, UPS or DHL); or (c) the day they are delivered by certified prepaid U.S. mail (return receipt requested), in each case addressed as set forth below. In addition, Elation may provide notices or other communications relating to this BAA by sending them to the primary contact e-mail address provided by Covered Entity, and Covered Entity hereby consents to receive notices and other communications in electronic form to the extent permitted by applicable law.:

If to Business Associate, to:  
 Elation Health, Inc.  
 530 Divisadero St., # 872  
 San Francisco, CA 94117  
 Attention: Legal Dept.

Or primary address as listed on Site

With a copy to Email: [legal@elationhealth.com](mailto:legal@elationhealth.com)



If to Covered Entity, to:

Primary address as provided by Covered Entity on the most recently executed Underlying Agreement.

#### 9. Effect of BAA

In the event of any inconsistency between the provisions of this BAA and the Underlying Agreement, the provisions of this BAA shall control. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over Business Associate or Covered Entity, such interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of Business Associate or Covered Entity that are embodied in terms of this BAA, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA shall control.

#### 10. General

This BAA is governed by, and shall be construed in accordance with, the laws of the State that govern the Underlying Agreement. Any action relating to this BAA must be commenced within (1) one year after the date upon which the cause of action accrued. Covered Entity shall not assign this BAA without the prior written consent of Business Associate, which shall not be unreasonably withheld. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. Nothing in this BAA shall confer any right, remedy or obligation upon anyone other than Covered Entity and Business Associate. This BAA is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications and understandings (written and oral) regarding its subject matter.

**IN WITNESS WHEREOF, the Parties through their legally authorized representatives hereby agree to the terms of this BAA as of the Effective Date.**

(“Covered Entity”)

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**ELATION HEALTH, INC.**

(“Elation”)

**Signature:** \_\_\_\_\_

**Name:** Kyna Fong

**Title:** CEO

**Date:** December 29, 2025

# PURCHASE ORDER

## San Juan County

117 S. Main Street  
Monticello, UT 84535  
Ph: 435-587-3225



### Purchase From

Elation Health, Inc.  
530 Divisadero St., #872  
San Francisco, CA 94117  
415-231-5164  
Attention To : Joseph Oliver

### Deliver To

San Juan Public Health  
735 S 200 W, STE 2  
Blanding, UT 84511  
435-587-3838  
Attention To : Mike Moulton

### Purchase Order

P. O. No#  
Date:  
Your Ref#  
Our Ref#  
Credit Terms

### Contract #

Product ID	Description	Quantity	Unit Price	Amount
Elation EHR	Electronic Health Record (EHR) and Medical Billing Software to be billed monthly @ \$640.75 per month	12	\$640.75	\$7,689.00

### Approval

Department Head: Mike Moulton

County Admin: \_\_\_\_\_

Sub Total	\$7,689.00
Tax	
Freight	
Balance Due	\$7,689.00

San Juan County should be tax exempt. Please make sure anything you submit has no tax!

## JUSTICE COURT ANALYSIS on THE MERGING OF THE MONTICELLO CITY JUSTICE COURT

Commissioners – I am sending this to you in advance of next week's commission meeting. I will also ge this on the agenda for discussion and possible approval. I am also sending this to Kaeden Kulow from Monticello City.

As we prepare for the upcoming commission meeting, it is important to carefully review the implications of merging the Monticello Justice Court with the San Juan Justice Court. This proposed merger not only affects financial allocations between the entities but also introduces additional responsibilities for the County Attorney's Office. A thorough evaluation of the workload and compensation structure will be essential to ensure fairness and transparency for all parties involved.

At the December 16 commission meeting, it was talked about merging the Monticello Justice Court with the San Juan Justice Court and splitting the income and expenses - 70% to the County and 30% to the City but this does not take into account the added workload of the SJC Attorney's Office and the added pay for the increase in the workload.

1. Currently, the County is paying for the prosecutorial services for the San Juan County Justice Court. This amount is unknown as there is no way to calculate what part of the CA budget is dedicated to SJC justice Court.
2. The merging of the Monticello City Justice Court with the SJC justice court should not cost the County anything.
3. In 2025, Monticello City contracted its prosecutorial work to a 3<sup>rd</sup> party (me) for \$1,500.00 per month based upon the following: (12 hours a month x \$125.00 per hour = \$1,500.00 or \$18,000.00 annually). I believe this amount needs to be updated to better represent the current workload as well as an hourly rate that better reflects the market average.
4. In 2025, Monticello City was paying for the judge's compensation at the rate of \$175.00 per hour. The conflict public defender for Monticello City also billed at \$175.00 per hour. I believe the attorney's office services should also be billed at the \$175.00 per hour. Historically, more than 12 hours a month has been dedicated to Monticello City justice court cases. I believe 20 hours a month is a better estimate of the time needed to address the Monticello Justice Court needs.
5. In short, the County Attorney's Office will be taking on all this extra work so Monticello City needs to pay for the extra work that will be added to the County Attorney's workload which, based upon above, will be \$42,000 per year.

6. Monticello City should be required to pay this full amount before the 70%/30% split. If The solution is not to increase the Attorney's Office budget by \$42,000 as this would result in the County paying 70% of the increase (in addition to the amount stated in Paragraph 1 above) and Monticello City only paying \$30% which would cost the County an additional \$29,400.00
7. In addition, if the Count Attorney's Office budget is increased by \$42,000, the County would also be required to pay benefits in addition which is an extra cost to the County.
8. I believe the better way would be to have Monticello City pay the prosecutor compensation as a 1099 contractor and then the County and the City split the proceeds 70%/30%.

Dated this 12<sup>th</sup> day of December, 2025.

Best,

Mitchell D Maughan

San Juan County Attorney

## INTERLOCAL AGREEMENT GOVERNING THE USE OF THE SAN JUAN COUNTY JUSTICE COURT BY MONTICELLO CITY

THIS AGREEMENT is made and entered into between SAN JUAN COUNTY (hereinafter "County"), a political subdivision of the State of Utah, and MONTICELLO CITY (hereinafter "City"), a Utah municipal corporation, (together referred to as the "Parties").

WHEREAS, Title 11 Chapter 13, Utah Code Annotated, 1953, as amended, provides for interlocal cooperation between local governmental units; and

WHEREAS, Utah Code Annotated 78A-7-102 provides for contracts between municipalities and counties regarding the use of justice courts; and

WHEREAS, County and City desire to make the most efficient use of the currently established San Juan County Justice Court by cooperating on a basis of mutual advantage in the use of such court; and

WHEREAS, City wishes to contract with County for County to provide justice court services for City; and

WHEREAS, County has determined that it is in the best interest of County to enter into this Agreement, is empowered to enter into this Agreement by the Interlocal Cooperation Act of Utah Code Annotated 11-13-101 *et seq.* (1953, as amended), and has approved, by the San Juan County Board of Commissioners, to enter this Agreement; and

WHEREAS, City has determined that it is in the best interest of City to enter into this Agreement, is empowered by the Interlocal Cooperation Act of Utah Code Annotated 11-13-101 *et seq.* (1953, as amended) to enter into this Agreement, and has approved, by its City Council, to enter this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1. Purpose. County shall provide justice court services to City pursuant to Section 78A-7-101.1 *et seq.* of Utah Code Ann., through the San Juan County Justice Court.

2. Jurisdiction. City is hereby authorized and required by law to file with the San Juan County Justice Court any and all criminal actions which may be prosecuted by City for violation of City ordinances, State misdemeanors, or other violations that are within the territorial and subject matter jurisdiction of the San Juan County Justice Court.

3. Duration. This Agreement shall be for a term of five (5) years from the date of execution of this Agreement. Term thereafter, the Agreement shall automatically extend for a term of five years unless 180 days' prior written notice is given by either Party to terminate or amend this Agreement. All renewals shall be under the same terms and conditions of this Agreement, provided, however that the parties may agree to amend the amounts paid to County for services rendered.

4. Fines. On relation to matters filed by City in such court shall be remitted as follows: (1) 30% to the City Treasurer and (2) 60% to the County Treasurer of all Net Revenue. All sums shall be documented with monthly reports and presented to City Treasurer by the month following the month of the report. The security surcharge established by Utah Code Annotated § 78A-7-122 shall not be pooled with the fines and forfeitures and shall be distributed according to state law and utilized for court security purposes.

5. Costs. City recognizes that the cost of the San Juan County Justice Court administration, including salaries of the Judges, Clerks and other staff, and the physical facilities for the San Juan County Justice Court is paid by the County. County shall continue to pay said expenses with no cost to City.

6. Prosecution. County agrees to prosecute the cases filed by City without further remuneration under the terms and conditions contained herein. City agrees and authorizes County to prosecute any and all cases filed in the San Juan County Justice court by City. County is authorized to prosecute and handle City cases in a manner consistent with how County handles and prosecutes County cases. Further, City understands and agrees that prosecutorial decisions are left to the discretion of County and authorizes County to make any and all prosecutorial decisions.

7. Indigent Defendant. County shall maintain a system of providing for and funding of indigent defense counsel where requested and warranted.

8. Record Review. City shall have the right to review the records of the San Juan County Justice Court at any reasonable time and interval and shall have the right to audit such records, as it deems appropriate. County agrees to cooperate with City in the monthly reporting of the amounts collected by the San Juan County Justice Court and with respect to the disclosure of information in the San Juan County Justice Court records for review or auditing purposes.

9. Administration. In satisfaction of the requirements of the Utah Interlocal Act and in connection with this Agreement, the Parties agree that:

- This Agreement shall be authorized by the legislative body of each Party by resolution;
- This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party;
- An original counterpart or copy of this executed Agreement shall be filed with the keeper of records of each Party;

- Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- No separate legal entity is created by the terms of this Agreement.

To the extent that this Agreement requires administration other than as set forth herein, it shall be administered on a case-by-case basis as indicated by the Parties. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party or available under Utah law.

10. Applicable Law. County and City agree that this Agreement shall be governed by the laws of the State of Utah.

ATTEST:

Signature: \_\_\_\_\_  
Melissa Gill, City Recorder

MONTICELLO CITY  
a Utah municipal corporation

Signature: \_\_\_\_\_  
Bayley Hedglin, Mayor

APPROVED AS TO FORM:

Signature: \_\_\_\_\_  
City Attorney

SAN JUAN COUNTY  
a political subdivision of the State of Utah

ATTEST:

Signature: \_\_\_\_\_  
Lyman W. Duncan, County Clerk

Signature: \_\_\_\_\_  
Lori Maughan, Commission Chair

APPROVED AS TO FORM:

Signature: \_\_\_\_\_  
County Attorney

Date	Tax Roll Name	District	User Nam	Old Code	New Code	Old Taxable	New Taxabl	Taxable Difference	Legal Description
1/15/2026	Newkirk D J	1	Iduncan	BS05	BS05	\$316,987	\$250,632	(\$66,355)	M-4 SUBDIVISION
1/15/2026	The Meadow House I	1	Iduncan	BS01	BS01	\$393,518	\$327,932	(\$65,586)	M-4 SUBDIVISION
1/15/2026	The Meadow House I	1	Iduncan	LS01	LS01	\$320,270	\$278,496	(\$41,774)	M-4 SUBDIVISION
1/15/2026	Wolfe D G	1	Iduncan	LS01	LS01	\$302,267	\$262,841	(\$39,426)	M-4 SUBDIVISION
1/15/2026	Brown J R-Trustee	1	Iduncan	BS09	BS09	\$416,386	\$319,535	(\$96,851)	BRIDGER JACK MESA :
1/15/2026	Brown J R-Trustee	1	Iduncan	BS05	BS05	\$213,016	\$209,914	(\$3,102)	BRIDGER JACK MESA :
1/15/2026	Elliott Holdings Llc	10	Iduncan	LS01	LS01	\$357,436	\$303,820	(\$53,616)	LONESOME LEFT ESTA
1/15/2026	Elliott Holdings Llc	10	Iduncan	BS05	BS05	\$555,499	\$469,910	(\$85,589)	LONESOME LEFT ESTA
						\$2,875,379	\$2,423,080	(\$452,299)	

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**San Juan County**  
**Abatement Program**  
**CY 2025**

<b>2025 Property Abatements</b>			<b>CIRCUIT BREAKER</b>	<b>COUNTY INDIGENT</b>	<b>Circuit Breaker HB425 (20%)</b>			<b>BLIND</b>	<b>TAX EXEMPT</b>	<b>TOTAL ABATEMENT</b>	<b>INDIVIDUAL PAYS:</b>
<b>NAME</b>	<b>FIRST</b>	<b>TAX OWED</b>									
Keith	P	\$ 1,275.37	\$ 1,262.74						\$ 1,262.74	\$ 12.63	
McFarland	G	\$ 1,030.40	\$ 1,020.20						\$ 1,020.20	\$ 10.20	
Randall	R	\$ 665.55	\$ 655.55						\$ 655.55	\$ 10.00	
Schell	M	\$ 1,541.11	\$ 993.00		\$ 532.85				\$ 1,525.85	\$ 15.26	
SJ Health District -s/b tax exempt		\$ 713.73					\$ 713.73	\$ 713.73	\$ 713.73	\$ -	
<b>Grand Total - Low Income Abatements</b>		<b>\$ 5,226.16</b>	<b>\$ 3,931.49</b>	<b>\$ -</b>	<b>\$ 532.85</b>	<b>\$ -</b>	<b>\$ 713.73</b>	<b>\$ 5,178.07</b>	<b>\$ 48.09</b>		