



**BOARD OF COMMISSIONERS MEETING**  
117 South Main Street, Monticello, Utah 84535. Commission Chambers  
May 05, 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:*

The purpose of the San Juan County Commission meeting is to conduct county business in a public setting, as provided by law. We truly value and welcome public comment, as it gives citizens an important opportunity to share ideas, concerns, and suggestions that help strengthen our county.

To ensure everyone has a fair opportunity to speak, comments are limited to three minutes and should focus on county programs and operations. Objective criticism is welcome; however, complaints about specific county personnel or private individuals will not be permitted.

Please understand that public comment is not a debate or question-and-answer session, and an immediate response from the Commission should not be expected.

If you would like more information or further discussion, a member of our staff will be happy to assist you to set up a follow-up meeting. We appreciate your participation and your willingness to be involved in your county government.

**CONSENT AGENDA** (Routine Matters) Lori Maughan, County Chair

*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 \$3,870.68 in Small Purchases; \$2,775 in Replacement Drive Kit and \$1,095.68 on Seal Kit for the Road Department
2. Approval of the Election Contractors Agreements for Bernice Lefthand, Carson Duncan, Charlotta Lacy, Duane Shockenmeyer, Cameron Degraw, Elsie Dee, J Michael Carter, Lorine Shockenmeyer, Linda Lewis, Lorissa Jackson, Ray Nakai, and Mary Ann Woody for the 2026 Elections Primary/General
3. Approval for Electric Honey Experience LLC 2026 Off Premise Beer License
4. Purchase of \$27,745 for a 40 Yard Bin and 30 Yard Recycling Bin for the Landfill

**RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS**

5. Review and Legal Opinion regarding the County Commission Form of Government. Mitch Maughan, County Attorney

**BUSINESS/ACTION**

6. Consideration and Approval of the Cooperative Agreement between the Utah Department of Transportation and San Juan County to improve county road between Pack Creek Cutoff Rd to Yellow Circle Rd. Todd Adair, San Juan County Road Superintendent
7. Consideration and Approval of the Memorandum of Understanding between Utah Education and Telehealth Network and San Juan County Library System for Monticello Library regarding E-rate for Internet Service. Nicole Perkins, Library Director
8. Consideration and Approval of the Local Health Dept WIC Program between the Utah Department of Health & Human Services and San Juan County Amendment 4. Mike Moulton, Interim Health Officer
9. Consideration and Approval of Letter of Support for FY2026–2027 Rural County Grant Application Presented. Talia Hansen, Economic Development Director
10. Consideration and Approval of a Contract with the Business Education and Resource Center (BEAR Center) for Economic Development Program Delivery and Facility Use. Talia Hansen, Economic Development Director
11. Consideration and Approval of the Letter of Support for Amendment Request Fiscal Year 2025 through 2026 Rural County Grant. Talia Hansen, Economic Development Director
12. Consideration and Approval of a Vehicle Lease Agreement between The Bancorp Bank and San Juan County for the Economic Development Department. Mack McDonald, County Administrator

## **COMMISSION REPORTS**

### **EXECUTIVE SESSION**

13. 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.
14. A Motion to Enter Into a Closed Executive Session for a Strategy Sessions to Discuss Pending or Reasonably Imminent Litigation as Permitted Under UCA 52-4-205.

### **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\*\*





**Grand Junction**  
Bishop Lifting  
722 Scarlet Drive  
GRAND JUNCTION, CO 81505  
P 970-242-1144 F 970-241-4150

**Cust No 108062**  
San Juan County Utah  
mgarner@sanjuancounty.org  
TM/TB/RICHARD  
PO Box 188  
Monticello, UT 84535

**Ship To**  
San Juan County Utah  
1157 SOUTH HIGHWAY 191  
BLANDING,, UT 84511  
United States

**Quote**

**Quote No.:** SQ000177711  
**Quote Date:** 4/14/2026  
**Quote Exp.:** 5/14/2026  
**Request Date:**  
**PO No.:**  
**Job No.:**  
**Loc/OCSG#:**  
**AFE:**  
**REQ:**  
**MV:**  
**Ordered By:** TM/TB/RICHARD  
**Phone No.:** 435-587-3230



CREATED BY		SHIPPING INSTRUCTIONS		SHIPPING METHOD	
CHRIS.STAFFORD					
CALCULATED WEIGHT		SPECIAL INSTRUCTIONS		PAYMENT TERMS	
0				NET 30	
QTY	ITEM#	DESCRIPTION	UNIT	PRICE	TOTAL
1	N-LFE-CR-OT-C	# 52715435 REPLACEMENT DRIVE KIT (MODEL: HEW03022 S/N: SXT40410050P35) ** CURRENT LEAD TIME 3 - 5 DAYS ARO, PLUS FREIGHT **	Each	2,775.00	2,775.00

Amounts shown include a 3% discount for customers who pay via check or bank transfer. Credit card payments are subject to a 3% fee.

**Data/Time Printed** 4/22/2026 12:57 PM

Subtotal:	2,775.00
Freight	0.00
Tax:	0.00
Total:	2,775.00





Reading Truck  
 4285 WEST 1385 SOUTH  
 SALT LAKE CITY, UTAH 84104  
 PHONE # 801-521-0360  
 FAX # 801-936-0112

**INVOICE** S 203883  
**Date Closed** 04/23/26  
**Date Open** 04/21/26

Item 1.

**Sold To :** 587-3230 435

**Ship To :** 587-3230 435

SAN JUAN COUNTY ROADS  
 BOX 188  
 ATTN: ACCTS PAYABLE  
 MONTICELLO UT 84535 USA  
**Approved By**

SAN JUAN COUNTY ROAD  
 885 EAST CENTER ST  
 MONTICELLO UT 84535

Written By MIKER	Terms CHG	Time 11:49:33	Customer Po # 58146	PROMISED	Cell Phone	Ship Via LTL UPS
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Unit #	Plate #	Year	Make	Model	Mileage/Hrs 0/0.0	VIN	Engine
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Qty	Description	Price	Amount
1.000	NEG127795 CYL,3.0X25.5X2X35.875,FL,TG	1095.68	1095.68
1.000	NEG139344 SEAL KIT, CYL,127795,MERTZ	62.00	62.00
1.000	FRTINCOMING FREIGHT CHARGES	138.12	138.12
		SubTotal	1295.80
	DROP SHIP DIRECT TO CUSTOMER***		

ALL RETURN ITEM(S) MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE

Parts..... 1157.68

Freight..... 138.12

All purchases on open account shall be due and payable within thirty (30) days of invoice date. Purchaser agrees to pay a 1 1/2% finance charge per mont

Authorized By \_\_\_\_\_

**TOTAL 1295.80**

**Independent Contractor Agreement between  
San Juan County, Utah  
and  
Election Liaison/Language Assistance Provider**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

1. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Bernice Lefthand (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026, or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

1. Contractor agrees to act as an Election Liaison/Language Assistance Provider within San Juan County. See attachment 1 Election Liaison/Language Assistance Provider – Scope of Work.
2. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.
3. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.
4. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred because of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damage suffered by Contractor resulting from Contractor's failure to comply with this provision.
5. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification form annually.

**ARTICLE 3: COMPENSATION**

1. As compensation for the language services rendered by the Contractor under this Agreement:
2. Upon the Contractor's completion of its duties under this section of this contract, San Juan County will pay the Contractor:
  - 2.01. \$100 for attendance at each chapterhouse regular and each planning meeting.
  - 2.02. \$25/hour for attendance at each Election Training occurrence and for each hour translating English to Navajo.
  - 2.03. \$100 for attendance at each Language Assistance and each Early Voting location.
  - 2.04. \$350 for Election Day coverage (7 am – 8 pm) on June 23, 2026. This includes per diem, and

- 2.05. \$350 for Election Day coverage (7 am – 8 pm) on November 3, 2026. This includes per diem.
3. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

#### **ARTICLE 4: TRAVEL**

1. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to travel.
2. Contractors will receive an additional travel payment of:
- 2.01. \$40 for travel to Aneth, Dennehotso, Mexican Water, Montezuma Creek, Red Mesa, and Tec Nos Pos chapterhouse locations and each Blanding, Bluff, and White Mesa locations.
- 2.02. \$60 for travel to Monument Valley (Oljato Chapter) chapterhouse location and Monticello.
- 2.03. \$80 for travel to Navajo Mountain chapterhouse location.
3. Unauthorized travel will not be reimbursed, and the Contractor will be responsible for those expenses.

#### **ARTICLE 5: GENERAL PROVISIONS**

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

**Modifications.** Any modification to this Agreement will be effective only if it is in writing and signed by the party to be charged.

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

**Indemnity Clause.** Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_

Contractor

San Juan County

\_\_\_\_\_  
<Contract Name>

\_\_\_\_\_  
Lori Maughan, Chairman  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

## **Attachment A - Election Liaison/Language Assistance Provider – Scope of Work**

### **Election Liaison Responsibilities :**

#### Language Translation :

- Translate the election information provided by San Juan County from English to Navajo onto audiotapes, or by other means of audio recordings. Examples of election information are:
  - Language Assistance Locations and hours of operation,
  - Voter registration instructions and deadlines,
  - Filing requirements for local offices and deadlines,
  - Ballot information,
  - Mail-in ballots instructions and deadlines,
  - Early voting information,
  - Candidate information.
- Provide in-person translation services and/or language assistance from English into Navajo for the following:
  - Language Assistance Locations and hours of operation,
  - Voter registration instructions and deadlines,
  - Filing requirements for local offices and deadlines,
  - Ballot information,
  - Mail-in ballots instructions and deadlines,
  - Early voting information,
  - Candidate information.
- Train other Interpreters to provide language assistance at the Language Assistance Locations within the Navajo Nation.
- Election Liaisons also provide Language Assistance Provider responsibilities as outlined below.

### **Language Assistance Provider Responsibilities:**

#### Chapterhouse and Other Group Presentations:

- Attend Chapterhouse Planning meetings to secure place on Chapterhouse Meeting agendas.
- Attend Chapterhouse Meetings to:
  - Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
    - Language Assistance locations and hours of operation,
    - Voter registration information and deadlines,

- Filing requirements and deadlines,
- Ballots, including mail-in ballots, instructions and deadlines,
- Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

Attend Election Training conducted by the County Clerk Office.

#### Language Assistance Events

- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete Language Assistance Recording Form for each event.

#### Early Voting Events

- Provide early, in-person voting:
  - Check in voter,
  - Provide appropriate ballots, including provisional ballots,
  - Replace ballots when appropriate,
  - Provide space to compete ballot,
  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.

- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete the Language Assistance Recording Form for each event.

#### Election Day Coverage

- Provide in-person voting:
  - Check in voter,
  - Provide appropriate ballot, including provisional ballot,
  - Replace ballots when appropriate,
  - Provide space to compete ballot,
  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

#### Other Responsibilities:

- Complete Language Assistance Contractor Log once every two weeks.

**Independent Contractor Agreement  
between  
San Juan County, Utah  
and  
Poll /Election Center Worker**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Carson Duncan (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026 or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

2.01. Contractor agrees to act as a Poll/Election Center Worker within San Juan County. See Attachment 1 Poll/Election Center Worker – Scope of Work.

2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

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

2.06. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification Form annually.

**ARTICLE 3: COMPENSATION**

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor:

- \$20 per hour for Poll/Election Center staffing.
- \$100 for early voting sites (this includes per diem).
- \$350 for each Election Day coverage (7am to 8 pm). This includes per diem.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

#### **ARTICLE 4: TRAVEL**

- 4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses.
- 4.02. These include:
- Mileage at 0.67 cents per mile,
  - Reasonable lodging, and
  - Meals at the County per diem rates, breakfast-\$13, lunch-\$15, & dinner-\$26.
  - These expenses are reimbursed as needed and approved by County Clerk/Auditor.
  - Unauthorized traveling will not be reimbursed and the Contractor will be responsible for those expenses.

#### **ARTICLE 5: GENERAL PROVISIONS**

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

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

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

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this \_\_\_\_\_ day of 2026

Contractor

San Juan County

\_\_\_\_\_  
<Contract's Signature>

\_\_\_\_\_  
Lori Maughan, Chair  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

## Attachment 1 – Poll/Election Center Worker – Scope of Work

### Poll Center Worker:

- Arrive on time.
- Assist with polling center set up and take down.
- Check-in voters for elections.
- Assign appropriate ballots to voters.
- Respond to voter queries.
- Assist with election equipment and/or ballot completion.
- Assist with placement of ballots in locked ballot box.
- Ensure chain of customer requirements are met.
- Assist with voter registrations.
- Ensure no electioneering within polling center.
- Complete timesheet every other week or within 10 days of election event.

### Election Center Worker

- Complete Signature Verification training.
- Count/date stamp all incoming ballots.
- Alphabetize in groups of 25 ballots groups and 100 ballot batches.
- Prepare ballots for tabulations
  - Register reception of ballot in VISTA (voting history record)
  - Verify signature
  - Complete signature verification audits.
  - Sort for ballots needing curing.
  - Open envelopes, remove address tags, and separate ballots from strips.
- Tabulate ballots.
- Complete 2<sup>nd</sup> set of eyes signature review.
- Bag and label each batch
- Ensure chain of custody compliance
- Ensure ballot security compliance.
- Bring snacks daily.

**Independent Contractor Agreement between  
San Juan County, Utah  
and  
Election Liaison/Language Assistance Provider**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

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4. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred because of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damage suffered by Contractor resulting from Contractor's failure to comply with this provision.
5. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification form annually.

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#### **ARTICLE 5: GENERAL PROVISIONS**

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

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_

Contractor

San Juan County

\_\_\_\_\_  
<Contract Name>

\_\_\_\_\_  
Lori Maughan, Chairman  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

## **Attachment A - Election Liaison/Language Assistance Provider – Scope of Work**

### **Election Liaison Responsibilities :**

#### Language Translation :

- Translate the election information provided by San Juan County from English to Navajo onto audiotapes, or by other means of audio recordings. Examples of election information are:
  - Language Assistance Locations and hours of operation,
  - Voter registration instructions and deadlines,
  - Filing requirements for local offices and deadlines,
  - Ballot information,
  - Mail-in ballots instructions and deadlines,
  - Early voting information,
  - Candidate information.
  
- Provide in-person translation services and/or language assistance from English into Navajo for the following:
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  - Candidate information.
  
- Train other Interpreters to provide language assistance at the Language Assistance Locations within the Navajo Nation.
  
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- Filing requirements and deadlines,
- Ballots, including mail-in ballots, instructions and deadlines,
- Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

Attend Election Training conducted by the County Clerk Office.

#### Language Assistance Events

- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
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  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete Language Assistance Recording Form for each event.

#### Early Voting Events

- Provide early, in-person voting:
  - Check in voter,
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  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.

- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete the Language Assistance Recording Form for each event.

#### Election Day Coverage

- Provide in-person voting:
  - Check in voter,
  - Provide appropriate ballot, including provisional ballot,
  - Replace ballots when appropriate,
  - Provide space to compete ballot,
  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

#### Other Responsibilities:

- Complete Language Assistance Contractor Log once every two weeks.

**Independent Contractor Agreement  
between  
San Juan County, Utah  
and  
Poll /Election Center Worker**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Duane Shockenmeyer (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026 or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

2.01. Contractor agrees to act as a Poll/Election Center Worker within San Juan County. See Attachment 1 Poll/Election Center Worker – Scope of Work.

2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

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

2.06. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification Form annually.

**ARTICLE 3: COMPENSATION**

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor:

- \$20 per hour for Poll/Election Center staffing.
- \$100 for early voting sites (this includes per diem).
- \$350 for each Election Day coverage (7am to 8 pm). This includes per diem.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

#### **ARTICLE 4: TRAVEL**

- 4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses.
- 4.02. These include:
- Mileage at 0.67 cents per mile,
  - Reasonable lodging, and
  - Meals at the County per diem rates, breakfast-\$13, lunch-\$15, & dinner-\$26.
  - These expenses are reimbursed as needed and approved by County Clerk/Auditor.
  - Unauthorized traveling will not be reimbursed and the Contractor will be responsible for those expenses.

#### **ARTICLE 5: GENERAL PROVISIONS**

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

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

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

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this \_\_\_\_\_ day of 2026

Contractor

San Juan County

\_\_\_\_\_  
<Contract's Signature>

\_\_\_\_\_  
Lori Maughan, Chair  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

## Attachment 1 – Poll/Election Center Worker – Scope of Work

### Poll Center Worker:

- Arrive on time.
- Assist with polling center set up and take down.
- Check-in voters for elections.
- Assign appropriate ballots to voters.
- Respond to voter queries.
- Assist with election equipment and/or ballot completion.
- Assist with placement of ballots in locked ballot box.
- Ensure chain of customer requirements are met.
- Assist with voter registrations.
- Ensure no electioneering within polling center.
- Complete timesheet every other week or within 10 days of election event.

### Election Center Worker

- Complete Signature Verification training.
- Count/date stamp all incoming ballots.
- Alphabetize in groups of 25 ballots groups and 100 ballot batches.
- Prepare ballots for tabulations
  - Register reception of ballot in VISTA (voting history record)
  - Verify signature
  - Complete signature verification audits.
  - Sort for ballots needing curing.
  - Open envelopes, remove address tags, and separate ballots from strips.
- Tabulate ballots.
- Complete 2<sup>nd</sup> set of eyes signature review.
- Bag and label each batch
- Ensure chain of custody compliance
- Ensure ballot security compliance.
- Bring snacks daily.

**Independent Contractor Agreement  
between  
San Juan County, Utah  
and  
Poll /Election Center Worker**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Cameron DeGraw (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026 or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

2.01. Contractor agrees to act as a Poll/Election Center Worker within San Juan County. See Attachment 1 Poll/Election Center Worker – Scope of Work.

2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

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

2.06. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification Form annually.

**ARTICLE 3: COMPENSATION**

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor:

- \$20 per hour for Poll/Election Center staffing.
- \$100 for early voting sites (this includes per diem).
- \$350 for each Election Day coverage (7am to 8 pm). This includes per diem.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

#### **ARTICLE 4: TRAVEL**

- 4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses.
- 4.02. These include:
- Mileage at 0.67 cents per mile,
  - Reasonable lodging, and
  - Meals at the County per diem rates, breakfast-\$13, lunch-\$15, & dinner-\$26.
  - These expenses are reimbursed as needed and approved by County Clerk/Auditor.
  - Unauthorized traveling will not be reimbursed and the Contractor will be responsible for those expenses.

#### **ARTICLE 5: GENERAL PROVISIONS**

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

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

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

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this \_\_\_\_\_ day of 2026

Contractor

San Juan County

\_\_\_\_\_  
<Contract's Signature>

\_\_\_\_\_  
Lori Maughan, Chair  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

## Attachment 1 – Poll/Election Center Worker – Scope of Work

### Poll Center Worker:

- Arrive on time.
- Assist with polling center set up and take down.
- Check-in voters for elections.
- Assign appropriate ballots to voters.
- Respond to voter queries.
- Assist with election equipment and/or ballot completion.
- Assist with placement of ballots in locked ballot box.
- Ensure chain of customer requirements are met.
- Assist with voter registrations.
- Ensure no electioneering within polling center.
- Complete timesheet every other week or within 10 days of election event.

### Election Center Worker

- Complete Signature Verification training.
- Count/date stamp all incoming ballots.
- Alphabetize in groups of 25 ballots groups and 100 ballot batches.
- Prepare ballots for tabulations
  - Register reception of ballot in VISTA (voting history record)
  - Verify signature
  - Complete signature verification audits.
  - Sort for ballots needing curing.
  - Open envelopes, remove address tags, and separate ballots from strips.
- Tabulate ballots.
- Complete 2<sup>nd</sup> set of eyes signature review.
- Bag and label each batch
- Ensure chain of custody compliance
- Ensure ballot security compliance.
- Bring snacks daily.

**Independent Contractor Agreement between  
San Juan County, Utah  
and  
Election Liaison/Language Assistance Provider**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

- 1. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Elsie Dee (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026, or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

- 1. Contractor agrees to act as an Election Liaison/Language Assistance Provider within San Juan County. See attachment 1 Election Liaison/Language Assistance Provider – Scope of Work.
- 2. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.
- 3. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.
- 4. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred because of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damage suffered by Contractor resulting from Contractor's failure to comply with this provision.
- 5. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification form annually.

**ARTICLE 3: COMPENSATION**

- 1. As compensation for the language services rendered by the Contractor under this Agreement:
- 2. Upon the Contractor's completion of its duties under this section of this contract, San Juan County will pay the Contractor:
  - 2.01. \$100 for attendance at each chapterhouse regular and each planning meeting.
  - 2.02. \$25/hour for attendance at each Election Training occurrence and for each hour translating English to Navajo.
  - 2.03. \$100 for attendance at each Language Assistance and each Early Voting location.
  - 2.04. \$350 for Election Day coverage (7 am – 8 pm) on June 23, 2026. This includes per diem, and
  - 2.05. \$350 for Election Day coverage (7 am – 8 pm) on November 3, 2026. This includes

per diem.

3. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

#### **ARTICLE 4: TRAVEL**

1. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to travel.
2. Contractors will receive an additional travel payment of:
  - 2.01. \$40 for travel to Aneth, Dennehotso, Mexican Water, Montezuma Creek, Red Mesa, and Tec Nos Pos chapterhouse locations and each Blanding, Bluff, and White Mesa locations.
  - 2.02. \$60 for travel to Monument Valley (Oljato Chapter) chapterhouse location and Monticello.
  - 2.03. \$80 for travel to Navajo Mountain chapterhouse location.
3. Unauthorized travel will not be reimbursed, and the Contractor will be responsible for those expenses.

#### **ARTICLE 5: GENERAL PROVISIONS**

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

Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by the party to be charged.

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

Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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

---

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_

Contractor

San Juan County

---

<Contract Name>

---

Lori Maughan, Chairman  
San Juan County Commissioners

Attested by:

---

Lyman Duncan, County Clerk/Auditor

## **Attachment A - Election Liaison/Language Assistance Provider – Scope of Work**

### **Election Liaison Responsibilities :**

#### Language Translation :

- Translate the election information provided by San Juan County from English to Navajo onto audiotapes, or by other means of audio recordings. Examples of election information are:
  - Language Assistance Locations and hours of operation,
  - Voter registration instructions and deadlines,
  - Filing requirements for local offices and deadlines,
  - Ballot information,
  - Mail-in ballots instructions and deadlines,
  - Early voting information,
  - Candidate information.
- Provide in-person translation services and/or language assistance from English into Navajo for the following:
  - Language Assistance Locations and hours of operation,
  - Voter registration instructions and deadlines,
  - Filing requirements for local offices and deadlines,
  - Ballot information,
  - Mail-in ballots instructions and deadlines,
  - Early voting information,
  - Candidate information.
- Train other Interpreters to provide language assistance at the Language Assistance Locations within the Navajo Nation.
- Election Liaisons also provide Language Assistance Provider responsibilities as outlined below.

### **Language Assistance Provider Responsibilities:**

#### Chapterhouse and Other Group Presentations:

- Attend Chapterhouse Planning meetings to secure place on Chapterhouse Meeting agendas.
- Attend Chapterhouse Meetings to:
  - Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
    - Language Assistance locations and hours of operation,
    - Voter registration information and deadlines,

- Filing requirements and deadlines,
- Ballots, including mail-in ballots, instructions and deadlines,
- Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

Attend Election Training conducted by the County Clerk Office.

#### Language Assistance Events

- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete Language Assistance Recording Form for each event.

#### Early Voting Events

- Provide early, in-person voting:
  - Check in voter,
  - Provide appropriate ballots, including provisional ballots,
  - Replace ballots when appropriate,
  - Provide space to compete ballot,
  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
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  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.

- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete the Language Assistance Recording Form for each event.

#### Election Day Coverage

- Provide in-person voting:
  - Check in voter,
  - Provide appropriate ballot, including provisional ballot,
  - Replace ballots when appropriate,
  - Provide space to compete ballot,
  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
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  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

#### Other Responsibilities:

- Complete Language Assistance Contractor Log once every two weeks.

**Independent Contractor Agreement  
between  
San Juan County, Utah  
and  
Poll /Election Center Worker**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Michael Carter (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026 or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

2.01. Contractor agrees to act as a Poll/Election Center Worker within San Juan County. See Attachment 1 Poll/Election Center Worker – Scope of Work.

2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

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

2.06. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification Form annually.

**ARTICLE 3: COMPENSATION**

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor:

- \$20 per hour for Poll/Election Center staffing.
- \$100 for early voting sites (this includes per diem).
- \$350 for each Election Day coverage (7am to 8 pm). This includes per diem.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

#### **ARTICLE 4: TRAVEL**

- 4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses.
- 4.02. These include:
- Mileage at 0.67 cents per mile,
  - Reasonable lodging, and
  - Meals at the County per diem rates, breakfast-\$13, lunch-\$15, & dinner-\$26.
  - These expenses are reimbursed as needed and approved by County Clerk/Auditor.
  - Unauthorized traveling will not be reimbursed and the Contractor will be responsible for those expenses.

#### **ARTICLE 5: GENERAL PROVISIONS**

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

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

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

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this \_\_\_\_\_ day of 2026

Contractor

San Juan County

\_\_\_\_\_  
<Contract's Signature>

\_\_\_\_\_  
Lori Maughan, Chair  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

## Attachment 1 – Poll/Election Center Worker – Scope of Work

### Poll Center Worker:

- Arrive on time.
- Assist with polling center set up and take down.
- Check-in voters for elections.
- Assign appropriate ballots to voters.
- Respond to voter queries.
- Assist with election equipment and/or ballot completion.
- Assist with placement of ballots in locked ballot box.
- Ensure chain of customer requirements are met.
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- Ensure no electioneering within polling center.
- Complete timesheet every other week or within 10 days of election event.

### Election Center Worker

- Complete Signature Verification training.
- Count/date stamp all incoming ballots.
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  - Register reception of ballot in VISTA (voting history record)
  - Verify signature
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- Bag and label each batch
- Ensure chain of custody compliance
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- Bring snacks daily.

**Independent Contractor Agreement  
between  
San Juan County, Utah  
and  
Poll /Election Center Worker**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Lorine Shockenmeyer (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026 or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

2.01. Contractor agrees to act as a Poll/Election Center Worker within San Juan County. See Attachment 1 Poll/Election Center Worker – Scope of Work.

2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

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

2.06. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification Form annually.

**ARTICLE 3: COMPENSATION**

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor:

- \$20 per hour for Poll/Election Center staffing.
- \$100 for early voting sites (this includes per diem).
- \$350 for each Election Day coverage (7am to 8 pm). This includes per diem.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

#### **ARTICLE 4: TRAVEL**

- 4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses.
- 4.02. These include:
- Mileage at 0.67 cents per mile,
  - Reasonable lodging, and
  - Meals at the County per diem rates, breakfast-\$13, lunch-\$15, & dinner-\$26.
  - These expenses are reimbursed as needed and approved by County Clerk/Auditor.
  - Unauthorized traveling will not be reimbursed and the Contractor will be responsible for those expenses.

#### **ARTICLE 5: GENERAL PROVISIONS**

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

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

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

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this \_\_\_\_\_ day of 2026

Contractor

San Juan County

\_\_\_\_\_  
<Contract's Signature>

\_\_\_\_\_  
Lori Maughan, Chair  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

## Attachment 1 – Poll/Election Center Worker – Scope of Work

### Poll Center Worker:

- Arrive on time.
- Assist with polling center set up and take down.
- Check-in voters for elections.
- Assign appropriate ballots to voters.
- Respond to voter queries.
- Assist with election equipment and/or ballot completion.
- Assist with placement of ballots in locked ballot box.
- Ensure chain of customer requirements are met.
- Assist with voter registrations.
- Ensure no electioneering within polling center.
- Complete timesheet every other week or within 10 days of election event.

### Election Center Worker

- Complete Signature Verification training.
- Count/date stamp all incoming ballots.
- Alphabetize in groups of 25 ballots groups and 100 ballot batches.
- Prepare ballots for tabulations
  - Register reception of ballot in VISTA (voting history record)
  - Verify signature
  - Complete signature verification audits.
  - Sort for ballots needing curing.
  - Open envelopes, remove address tags, and separate ballots from strips.
- Tabulate ballots.
- Complete 2<sup>nd</sup> set of eyes signature review.
- Bag and label each batch
- Ensure chain of custody compliance
- Ensure ballot security compliance.
- Bring snacks daily.

**Independent Contractor Agreement  
between  
San Juan County, Utah  
and  
Poll /Election Center Worker**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Linda Lewis (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026 or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

2.01. Contractor agrees to act as a Poll/Election Center Worker within San Juan County. See Attachment 1 Poll/Election Center Worker – Scope of Work.

2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

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

2.06. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification Form annually.

**ARTICLE 3: COMPENSATION**

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor:

- \$20 per hour for Poll/Election Center staffing.
- \$100 for early voting sites (this includes per diem).
- \$350 for each Election Day coverage (7am to 8 pm). This includes per diem.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

#### **ARTICLE 4: TRAVEL**

- 4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses.
- 4.02. These include:
- Mileage at 0.67 cents per mile,
  - Reasonable lodging, and
  - Meals at the County per diem rates, breakfast-\$13, lunch-\$15, & dinner-\$26.
  - These expenses are reimbursed as needed and approved by County Clerk/Auditor.
  - Unauthorized traveling will not be reimbursed and the Contractor will be responsible for those expenses.

#### **ARTICLE 5: GENERAL PROVISIONS**

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

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

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

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this \_\_\_\_\_ day of 2026

Contractor

San Juan County

\_\_\_\_\_  
<Contract's Signature>

\_\_\_\_\_  
Lori Maughan, Chair  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

## Attachment 1 – Poll/Election Center Worker – Scope of Work

### Poll Center Worker:

- Arrive on time.
- Assist with polling center set up and take down.
- Check-in voters for elections.
- Assign appropriate ballots to voters.
- Respond to voter queries.
- Assist with election equipment and/or ballot completion.
- Assist with placement of ballots in locked ballot box.
- Ensure chain of customer requirements are met.
- Assist with voter registrations.
- Ensure no electioneering within polling center.
- Complete timesheet every other week or within 10 days of election event.

### Election Center Worker

- Complete Signature Verification training.
- Count/date stamp all incoming ballots.
- Alphabetize in groups of 25 ballots groups and 100 ballot batches.
- Prepare ballots for tabulations
  - Register reception of ballot in VISTA (voting history record)
  - Verify signature
  - Complete signature verification audits.
  - Sort for ballots needing curing.
  - Open envelopes, remove address tags, and separate ballots from strips.
- Tabulate ballots.
- Complete 2<sup>nd</sup> set of eyes signature review.
- Bag and label each batch
- Ensure chain of custody compliance
- Ensure ballot security compliance.
- Bring snacks daily.

**Independent Contractor Agreement  
between  
San Juan County, Utah  
and  
Poll /Election Center Worker**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

1.01. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Lorissa Jackson (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026 or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

2.01. Contractor agrees to act as a Poll/Election Center Worker within San Juan County. See Attachment 1 Poll/Election Center Worker – Scope of Work.

2.02. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.

2.03. Contractor will determine the method, detail, and means of performing the above-described services.

2.04. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.

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

2.06. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification Form annually.

**ARTICLE 3: COMPENSATION**

3.01. As compensation for the language services rendered by the Contractor under this Agreement, the County shall pay Contractor:

- \$20 per hour for Poll/Election Center staffing.
- \$100 for early voting sites (this includes per diem).
- \$350 for each Election Day coverage (7am to 8 pm). This includes per diem.

3.02. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

#### **ARTICLE 4: TRAVEL**

- 4.01. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to expend money for travel or other business-related expenses.
- 4.02. These include:
- Mileage at 0.67 cents per mile,
  - Reasonable lodging, and
  - Meals at the County per diem rates, breakfast-\$13, lunch-\$15, & dinner-\$26.
  - These expenses are reimbursed as needed and approved by County Clerk/Auditor.
  - Unauthorized traveling will not be reimbursed and the Contractor will be responsible for those expenses.

#### **ARTICLE 5: GENERAL PROVISIONS**

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

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

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

5.04. Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this \_\_\_\_\_ day of 2026

Contractor

San Juan County

\_\_\_\_\_  
<Contract's Signature>

\_\_\_\_\_  
Lori Maughan, Chair  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

## Attachment 1 – Poll/Election Center Worker – Scope of Work

### Poll Center Worker:

- Arrive on time.
- Assist with polling center set up and take down.
- Check-in voters for elections.
- Assign appropriate ballots to voters.
- Respond to voter queries.
- Assist with election equipment and/or ballot completion.
- Assist with placement of ballots in locked ballot box.
- Ensure chain of customer requirements are met.
- Assist with voter registrations.
- Ensure no electioneering within polling center.
- Complete timesheet every other week or within 10 days of election event.

### Election Center Worker

- Complete Signature Verification training.
- Count/date stamp all incoming ballots.
- Alphabetize in groups of 25 ballots groups and 100 ballot batches.
- Prepare ballots for tabulations
  - Register reception of ballot in VISTA (voting history record)
  - Verify signature
  - Complete signature verification audits.
  - Sort for ballots needing curing.
  - Open envelopes, remove address tags, and separate ballots from strips.
- Tabulate ballots.
- Complete 2<sup>nd</sup> set of eyes signature review.
- Bag and label each batch
- Ensure chain of custody compliance
- Ensure ballot security compliance.
- Bring snacks daily.

**Independent Contractor Agreement between  
San Juan County, Utah  
and  
Election Liaison/Language Assistance Provider**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

- 1. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Ray Nakai (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026, or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

- 1. Contractor agrees to act as an Election Liaison/Language Assistance Provider within San Juan County. See attachment 1 Election Liaison/Language Assistance Provider – Scope of Work.
- 2. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.
- 3. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.
- 4. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred because of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damage suffered by Contractor resulting from Contractor's failure to comply with this provision.
- 5. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification form annually.

**ARTICLE 3: COMPENSATION**

- 1. As compensation for the language services rendered by the Contractor under this Agreement:
- 2. Upon the Contractor's completion of its duties under this section of this contract, San Juan County will pay the Contractor:
  - 2.01. \$100 for attendance at each chapterhouse regular and each planning meeting.
  - 2.02. \$25/hour for attendance at each Election Training occurrence and for each hour translating English to Navajo.
  - 2.03. \$100 for attendance at each Language Assistance and each Early Voting location.
  - 2.04. \$350 for Election Day coverage (7 am – 8 pm) on June 23, 2026. This includes per diem, and
  - 2.05. \$350 for Election Day coverage (7 am – 8 pm) on November 3, 2026. This includes

per diem.

- 3. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

**ARTICLE 4: TRAVEL**

- 1. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to travel.
- 2. Contractors will receive an additional travel payment of:
  - 2.01. \$40 for travel to Aneth, Dennehotso, Mexican Water, Montezuma Creek, Red Mesa, and Tec Nos Pos chapterhouse locations and each Blanding, Bluff, and White Mesa locations.
  - 2.02. \$60 for travel to Monument Valley (Oljato Chapter) chapterhouse location and Monticello.
  - 2.03. \$80 for travel to Navajo Mountain chapterhouse location.
- 3. Unauthorized travel will not be reimbursed, and the Contractor will be responsible for those expenses.

**ARTICLE 5: GENERAL PROVISIONS**

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

Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by the party to be charged.

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

Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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

---

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be

2

executed this \_\_\_\_ day of

Contractor

San Juan County

\_\_\_\_\_  
<Contract Name>

\_\_\_\_\_  
Lori Maughan, Chairman  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

**Attachment A - Election Liaison/Language Assistance Provider – Scope of**

## Work

### Election Liaison Responsibilities :

#### Language Translation :

- Translate the election information provided by San Juan County from English to Navajo onto audiotapes, or by other means of audio recordings. Examples of election information are:
  - Language Assistance Locations and hours of operation,
  - Voter registration instructions and deadlines,
  - Filing requirements for local offices and deadlines,
  - Ballot information,
  - Mail-in ballots instructions and deadlines,
  - Early voting information,
  - Candidate information.
- Provide in-person translation services and/or language assistance from English into Navajo for the following:
  - Language Assistance Locations and hours of operation,
  - Voter registration instructions and deadlines,
  - Filing requirements for local offices and deadlines,
  - Ballot information,
  - Mail-in ballots instructions and deadlines,
  - Early voting information,
  - Candidate information.
- Train other Interpreters to provide language assistance at the Language Assistance Locations within the Navajo Nation.
- Election Liaisons also provide Language Assistance Provider responsibilities as outlined below.

### Language Assistance Provider Responsibilities:

#### Chapterhouse and Other Group Presentations:

- Attend Chapterhouse Planning meetings to secure place on Chapterhouse Meeting agendas.
- Attend Chapterhouse Meetings to:
  - Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
    - Language Assistance locations and hours of operation,
    - Voter registration information and deadlines,
    - Filing requirements and deadlines,

- Ballots, including mail-in ballots, instructions and deadlines,
- Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

Attend Election Training conducted by the County Clerk Office.

#### Language Assistance Events

- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete Language Assistance Recording Form for each event.

#### Early Voting Events

- Provide early, in-person voting:
  - Check in voter,
  - Provide appropriate ballots, including provisional ballots,
  - Replace ballots when appropriate,
  - Provide space to compete ballot,
  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.

- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete the Language Assistance Recording Form for each event.

#### Election Day Coverage

- Provide in-person voting:
  - Check in voter,
  - Provide appropriate ballot, including provisional ballot,
  - Replace ballots when appropriate,
  - Provide space to compete ballot,
  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

#### Other Responsibilities:

- Complete Language Assistance Contractor Log once every two weeks.

**Independent Contractor Agreement between  
San Juan County, Utah  
and  
Election Liaison/Language Assistance Provider**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

- 1. This Agreement is entered into by and between the San Juan County, Utah (hereinafter "County") and Mary Ann Woody (hereinafter "Contractor"). This agreement will become effective on April 21, 2026 and will continue in effect until December 31, 2026, or of such time as the service for which Contractor was hired per this Agreement has been completed.

**ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

- 1. Contractor agrees to act as an Election Liaison/Language Assistance Provider within San Juan County. See attachment 1 Election Liaison/Language Assistance Provider – Scope of Work.
- 2. Contractor will receive assignments from the San Juan County Clerk and staff authorized to do so.
- 3. Contractor enters into this Agreement and will remain throughout the term of this Agreement as an independent contractor. Contractor is responsible for providing, at Contractor's expense, disability, unemployment, worker's compensation, and other insurance, training for Contractor.
- 4. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred because of the compensation paid by the County to Contractor for services under this Agreement. Contractor agrees to indemnify the County for any claims, costs, losses, fees, penalties, interest, or damage suffered by Contractor resulting from Contractor's failure to comply with this provision.
- 5. Contractor will complete a W-9 Request for Taxpayer Identification Number and Certification form annually.

**ARTICLE 3: COMPENSATION**

- 1. As compensation for the language services rendered by the Contractor under this Agreement:
- 2. Upon the Contractor's completion of its duties under this section of this contract, San Juan County will pay the Contractor:
  - 2.01. \$100 for attendance at each chapterhouse regular and each planning meeting.
  - 2.02. \$25/hour for attendance at each Election Training occurrence and for each hour translating English to Navajo.
  - 2.03. \$100 for attendance at each Language Assistance and each Early Voting location.
  - 2.04. \$350 for Election Day coverage (7 am – 8 pm) on June 23, 2026. This includes per diem, and

- 2.05. \$350 for Election Day coverage (7 am – 8 pm) on November 3, 2026. This includes per diem.
- 3. Contractor shall not be required to devote full time, attention, and energy to the performance of Contractor's duties pursuant to this Agreement.

**ARTICLE 4: TRAVEL**

- 1. It is recognized and agreed that in connection with the services to be performed for the County, Contractor may be obligated to travel.
- 2. Contractors will receive an additional travel payment of:
  - 2.01. \$40 for travel to Aneth, Dennehotso, Mexican Water, Montezuma Creek, Red Mesa, and Tec Nos Pos chapterhouse locations and each Blanding, Bluff, and White Mesa locations.
  - 2.02. \$60 for travel to Monument Valley (Oljato Chapter) chapterhouse location and Monticello.
  - 2.03. \$80 for travel to Navajo Mountain chapterhouse location.
- 3. Unauthorized travel will not be reimbursed, and the Contractor will be responsible for those expenses.

**ARTICLE 5: GENERAL PROVISIONS**

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

Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by the party to be charged.

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

Indemnity Clause. Contractor agrees to indemnify, hold harmless, and release the County and all its employees, representatives, agents and volunteers for and against any and all loss, damage, injury, liability, suits and proceedings arising out of the performance of this Agreement by the negligence of its employees, representatives, agents and volunteers.

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

In Witness Whereof, the parties hereto have caused this Independent Contractor Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_

Contractor

San Juan County

\_\_\_\_\_  
<Contract Name>

\_\_\_\_\_  
Lori Maughan, Chairman  
San Juan County Commissioners

Attested by:

\_\_\_\_\_  
Lyman Duncan, County Clerk/Auditor

## **Attachment A - Election Liaison/Language Assistance Provider – Scope of Work**

### **Election Liaison Responsibilities :**

#### Language Translation :

- Translate the election information provided by San Juan County from English to Navajo onto audiotapes, or by other means of audio recordings. Examples of election information are:
  - Language Assistance Locations and hours of operation,
  - Voter registration instructions and deadlines,
  - Filing requirements for local offices and deadlines,
  - Ballot information,
  - Mail-in ballots instructions and deadlines,
  - Early voting information,
  - Candidate information.
- Provide in-person translation services and/or language assistance from English into Navajo for the following:
  - Language Assistance Locations and hours of operation,
  - Voter registration instructions and deadlines,
  - Filing requirements for local offices and deadlines,
  - Ballot information,
  - Mail-in ballots instructions and deadlines,
  - Early voting information,
  - Candidate information.
- Train other Interpreters to provide language assistance at the Language Assistance Locations within the Navajo Nation.
- Election Liaisons also provide Language Assistance Provider responsibilities as outlined below.

### **Language Assistance Provider Responsibilities:**

#### Chapterhouse and Other Group Presentations:

- Attend Chapterhouse Planning meetings to secure place on Chapterhouse Meeting agendas.
- Attend Chapterhouse Meetings to:
  - Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
    - Language Assistance locations and hours of operation,
    - Voter registration information and deadlines,

- Filing requirements and deadlines,
- Ballots, including mail-in ballots, instructions and deadlines,
- Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

Attend Election Training conducted by the County Clerk Office.

#### Language Assistance Events

- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete Language Assistance Recording Form for each event.

#### Early Voting Events

- Provide early, in-person voting:
  - Check in voter,
  - Provide appropriate ballots, including provisional ballots,
  - Replace ballots when appropriate,
  - Provide space to compete ballot,
  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.

- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.
- Complete the Language Assistance Recording Form for each event.

#### Election Day Coverage

- Provide in-person voting:
  - Check in voter,
  - Provide appropriate ballot, including provisional ballot,
  - Replace ballots when appropriate,
  - Provide space to compete ballot,
  - Accept ballots in a locked ballot box,
  - Ensure secure chain of custody of ballot and ballot box.
- Educate Navajo-, Ute-, and English-speaking voters on voting related issues:
  - Language Assistance locations and hours of operation,
  - Voter registration information and deadlines,
  - Filing requirements and deadlines,
  - Ballots, including mail-in ballots, instructions and deadlines,
  - Early voting information.
- Providing any county-prepared, non-partisan information to voters about initiatives and propositions.
- Providing any candidate information supplied by the County.
- Promote voter registration and updates, including collecting completed voter registration forms and submitting them to the County Clerk-Auditor Office.

#### Other Responsibilities:

- Complete Language Assistance Contractor Log once every two weeks.



Clerk/Auditor  
Lyman W. Duncan  
lduncan@sanjuancountyut.gov

**Form for Retail Alcohol License**

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

Business Name Electric Honey Experience LLC Owner Theo Pagani

Address 1048 11th st City Boulder State Colorado

Type of License applied for Class A (2-day Festival) Driver's License 17-227-8458

- Off Premise Beer retailer - OP Class A - \$250
- Bar Establishment - CL Class B - \$400
- On-Premises Beer - BE Class C - \$400
- Restaurant Beer only - RB Class D - \$250
- Restaurant Limited - RL Class D - \$250
- Restaurant/Banquet - RE Class D - \$250
- Single (Day) Event Activity - Class A - \$100

Hereby applies for a license renewal to vend light beer at retail for and behalf of Electric Honey Experience LLC

Whose {partners and officers} are:

Caden Bienvenue (Co-Producer), Mattew Nelson (Co-Founder), Ryan Howes (Co-Producer)

\_\_\_\_\_  
\_\_\_\_\_

And who have complied with the statutory requirements and possess the qualifications specified in the Title 32B – Alcoholic Beverage Control Act Liquor Control Act:

State Retail Alcohol License: Y/N N State License #: \_\_\_\_\_  
 Proximity requirements met: Y/N Y Manager/Employee Training: Y/N Y  
 Surety Bond (\$2,500): Y/N N Floor Plan (copy) Y/N Y  
 & Public Liability insurance: Y/N Y Amounts carried: \_\_\_\_\_

County Business license: Y/N # N



Clerk/Auditor  
Lyman W. Duncan  
lduncan@sanjuancountyut.gov

**Renewal Form for Retail Beer License**

and all ordinances of San Juan County and request license to be issued for the following premises at \_\_\_\_\_, in Utah, for a term of 12 months, commencing the 1st day of January 2025, and ending the 31 day of December 2025.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Applicant \_\_\_\_\_

Approved Y/N by County commission Chair: \_\_\_\_\_

County Clerk \_\_\_\_\_



## COMMISSION STAFF REPORT

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**MEETING DATE:** May 5, 2026

**ITEM TITLE, PRESENTER:** Purchase of 40 Yard Bins and 30 Yard Recycling Bin, Jed Tate, Landfill Manager

**RECOMMENDATION:** Consideration and Approval of Purchase of Waste & Recycling Bins

---

### SUMMARY

We would like to purchase 2-40 yard waste bins and 1-30 yard recycling bin. We have received 3 bids, which the lowest bid is from a Utah State Purchasing vendor, Steel Products Manufacturing. They have bid us \$23,745.00 with a shipping fee of \$4,000.00. This amount has been budgeted for 2026.

### HISTORY/PAST ACTION

The Landfill was approved to purchase waste bins in September 2023 for the Aneth Chapter Transfer Station.

### FISCAL IMPACT

The Landfill has budgeted money for this purchase.

Steel Products Manufacturing

1600 South Pioneer Road  
Salt Lake City, UT 84104

# Estimate

Date	Estimate #
4/22/2026	388

Name / Address
San Juan County Landfill

Project

Description	Qty	Rate	Total
40 yard straight side hook lift	2	7,985.00	15,970.00
30 yard recycle tube with 4 sliding doors per side	1	7,775.00	7,775.00T

<b>Subtotal</b>	\$23,745.00
<b>Sales Tax (8.45%)</b>	\$656.99
<b>Total</b>	\$24,401.99



Tate, Jed <jtate@sanjuancountyut.gov>

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## shipping

---

**steel products** <steelproductsmanufacturing@gmail.com>

Sat, Apr 25, 2026 at 7:34 AM

To: "Tate, Jed" <jtate@sanjuancountyut.gov>

Jed,  
The estimate to ship the 3 roll offs would be 4000.00 That would be 2000.00 per truck . We could only put two of the straight sides on on and the recycle can on the other.

Jim



Steel Products Manufacturing  
1600 S Pioneer Rd  
Salt Lake City, UT. 84104  
801-972-3322

[Quoted text hidden]

I have been asked to provide a legal opinion as to the general effect of the adoption of a Resolution Clarifying the 3 Commission Form of Government and the process involved to repeal, supersede, or amend the Resolution.

### **I. Three Commission Form of Government.**

By statute, counties are allowed to choose the form of government, its citizenry believes will best serve the interests of the County and its citizens. San Juan County, like most counties, has always operated under a 3-commission form of government. Under this form of government, all legislative and executive powers, duties and responsibilities are vested in the commissioners. The commissioners may not delegate these duties and responsibilities to anyone else. To do so, would be changing the form of government. *(See Exhibit 1 attached hereto).*

A short video from UAC explaining the functions of a commission form of government can be found here: [https://www.youtube.com/watch?v=cS3W3wtCY\\_M&t=85s](https://www.youtube.com/watch?v=cS3W3wtCY_M&t=85s)

The model used by most counties using the 3-commission form of government involves each commissioner being assigned certain departments to oversee. This model is used mostly for efficiency so that each commissioner can work with and supervise those departments under his or her purview. By dividing up the departments, each commissioner's workload is focused on those departments under his or her purview, instead of trying to manage and work with all departments. The commissioners then report to each other on a periodic and consistent basis or when issues arise that are outside of the day-to-day operations of the departments.

Most counties have directories or charts on their websites detailing each commissioner's responsibility. A small sample of these directories or charts is attached hereto as Exhibit 2.

### **II. Manner of Acting.**

Adopting matters either by resolution or ordinance is a general tenant of the county commission form of government and has been the practice of this commission going back decades.

Utah code requires that the legislative body of a county (county commission) shall keep an ordinance record, in which shall be entered all ordinances and resolutions adopted by the legislative body. Utah Code Annotated, §17-64-402.

Utah Code Annotated, §17-64-501 also provides that a legislative body may: **(a) pass ordinances:** (i) necessary for carrying into effect or discharging the powers and duties conferred by this title; and (ii) as are necessary and proper to provide for the safety, and preserve the health, promote the prosperity, improve the morals, peace, and good order, comfort, and convenience of the county and county inhabitants, and for the protection of property in the county; **(b) enforce obedience to ordinances with fines or penalties as the legislative body considers proper;** **(c) pass ordinances to control air pollution;** **(d) pass resolutions;** and **(e) make or adopt policies that conform with a county ordinance, county resolution, or provision of state or federal law.**

The county commission form of government in Utah should always adopt policies and procedures by resolution or by ordinance because these formal methods ensure transparency, accountability, and consistency in governance. By using resolutions or ordinances, the commission creates a clear public record of decisions, which helps residents understand and participate in local government processes. Additionally, formal adoption provides legal clarity, reducing confusion and potential disputes about the validity or enforcement of county policies. This approach promotes good governance and strengthens public trust in county leadership.

### **III. Repealing a Resolution.**

A resolution that has been previously adopted may be repealed or amended but to do so, a new resolution must be adopted to either repeal, amend or nullify the prior adopted resolution.

### **IV. Repeal of the County Commission Form of Government.**

The Resolution at issue merely clarifies the statutory mandated legislative and executive functions, duties and responsibilities for a 3-commission form of government. It does not create any additional duties or responsibilities separate and apart from the duties imposed by statute. Therefore, repealing it does nothing as these duties and responsibilities still remain under statute.

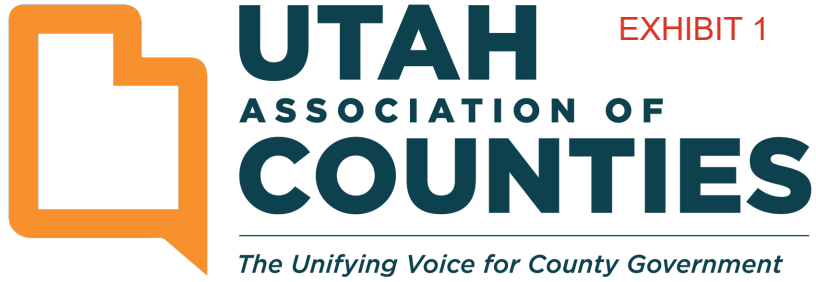
### **Conclusion**

In summary, the county commission form of government in Utah is structured to promote transparency, accountability, and consistency through the formal adoption of resolutions and ordinances. Statutory requirements ensure that all legislative actions are properly recorded and enforced, safeguarding the integrity of county policies and procedures. Even when a resolution is repealed, the underlying statutory duties and responsibilities remain intact, underscoring the enduring nature of these legislative mandates. This framework not only strengthens public trust but also provides a clear and reliable foundation for county governance.

Dated this 30<sup>th</sup> day of April, 2026

San Juan County Attorney's Office:

/s/ Mitchell D Maughan  
San Juan County Attorney



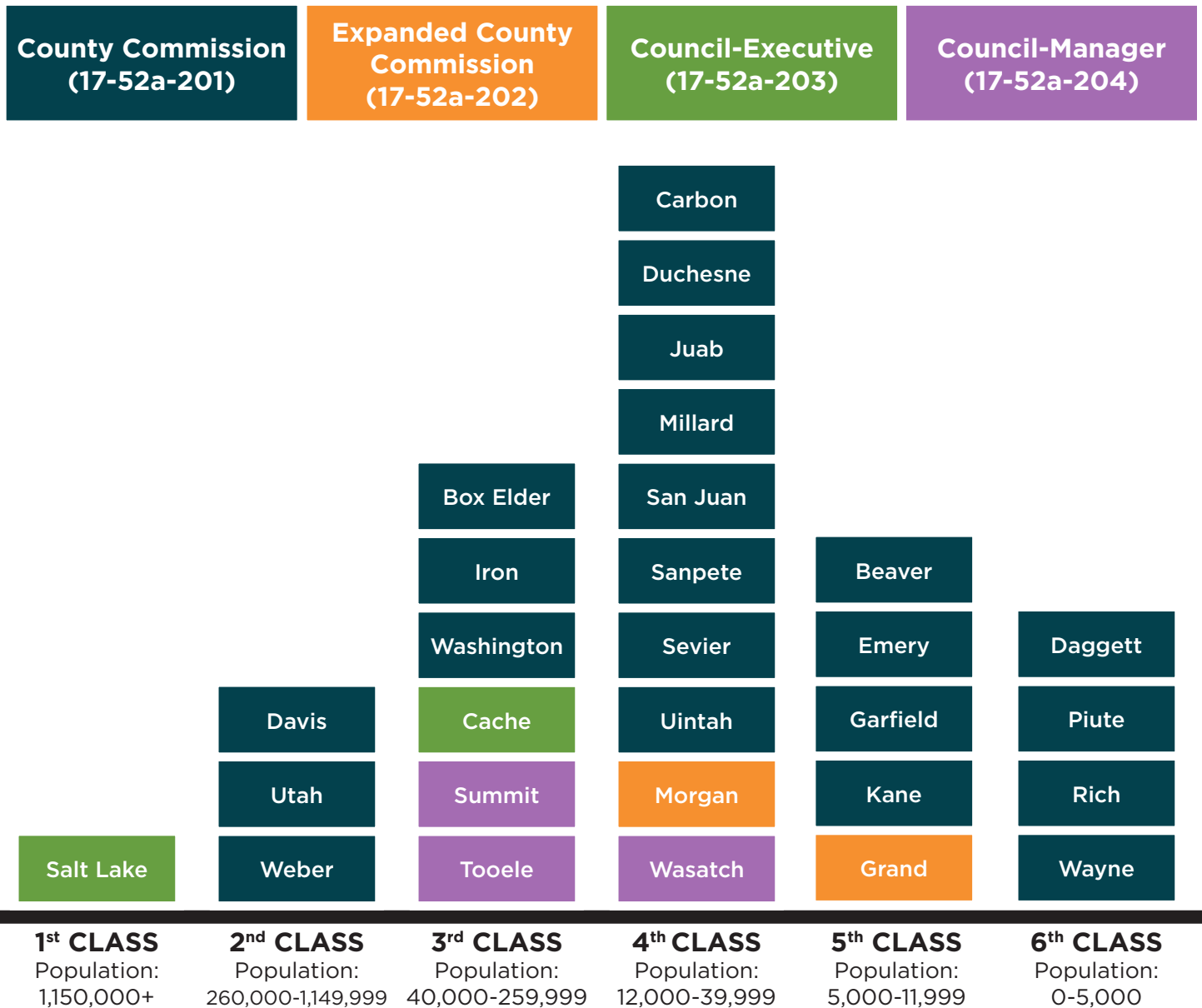
***“The Legislature shall by statute provide for optional forms of county government. The selection of an optional form shall be subject to voter approval as provided by statute.”***

***- Utah State Constitution***

The Utah State Legislature has outlined four optional forms of governments which counties and voters may choose by creating and adopting an optional plan as outlined in Utah Code 17-52a.

County Commission (17-52a-201)	Expanded County Commission (17-52a-202)	Council-Executive (17-52a-203)	Council-Manager (17-52a-204)
<b>EXECUTIVE POWERS:</b> Commission	<b>EXECUTIVE POWERS:</b> Commission	<b>EXECUTIVE POWERS:</b> Elected executive	<b>EXECUTIVE POWERS:</b> Appointed manager
<b>LEGISLATIVE POWERS:</b> Commission	<b>LEGISLATIVE POWERS:</b> Commission	<b>LEGISLATIVE POWERS:</b> Commission	<b>LEGISLATIVE POWERS:</b> Commission
<b>NUMBER IN LEGISLATIVE BODY:</b> 3	<b>NUMBER IN LEGISLATIVE BODY:</b> 5 or 7	<b>NUMBER IN LEGISLATIVE BODY:</b> 3, 5, 7, or 9	<b>NUMBER IN LEGISLATIVE BODY:</b> 3, 5, 7, or 9
<b>FULL OR PART TIME?</b> Full-time	<b>FULL OR PART TIME?</b> In a county with 225,000 or more, part-time	<b>FULL OR PART TIME?</b> Council part-time, executive as outlined in optional plan	<b>FULL OR PART TIME?</b> Council part-time, manager as outlined in optional plan
<b>AT-LARGE OR DISTRICTED?:</b> <i>At-large (except by court order in San Juan County)</i>	<b>AT-LARGE OR DISTRICTED?:</b> As outlined in optional plan	<b>AT-LARGE OR DISTRICTED?:</b> As outlined in optional plan	<b>AT-LARGE OR DISTRICTED?:</b> In counties of the 3rd-6th classes, districted, otherwise as outlined in optional plan
<b>ELIGIBLE CLASSES OF COUNTIES:</b> 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup>	<b>ELIGIBLE CLASSES OF COUNTIES:</b> 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup>	<b>ELIGIBLE CLASSES OF COUNTIES:</b> 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup>	<b>ELIGIBLE CLASSES OF COUNTIES:</b> 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup>

Most counties have a county commission form of government, where executive and legislative powers are shared between three full-time commissioners. Counties and their residents choose or change forms of government based on a variety of factors.



All forms of county government rely on dedicated public servants and an engaged public to ensure excellent policy and administration. UAC supports all 29 of Utah’s counties with a mission to improve county operations and the services they provide to residents.

## EXHIBIT 2

IRON COUNTY COMMISSION ASSIGNMENTS 2026					
<u>Ken Robinson</u>		<u>Paul Cozzens</u>		<u>Mike Bleak</u>	
Bureau of Land Management	<i>Jacqueline Russell</i>	Auditor Liaison	<i>Lucas Little</i>	Attorney Liaison	<i>Chad Dotson</i>
Clerk Liaison	<i>Jon Whittaker</i>	Assessor Liaison	<i>Karsten Reed</i>	Cedar City Airport	<i>Tyler Galetka</i>
Cross Hollow Event Center	<i>Scott Christensen</i>	Buildings	<i>Thayne Hainsworth</i>	Cedar City Chamber of Com.	<i>Chris McCormick</i>
Fair	<i>Jami Evans</i>	CICWCD	<i>Paul Monroe</i>	CJC	<i>Nick Hulet</i>
Forest Service		Engineer	<i>Richard Wilson</i>	Council on Aging	<i>Stephanie Rainey</i>
HWY 143/National Scenic	<i>Nancy Dalton/</i>	Five County AOG	<i>Bryan Thiriot</i>	Economic Development	<i>David Johnson</i>
Byway	<i>Jeff Bradybaugh</i>	Fleet	<i>Wade Adams</i>	Emergency Management	<i>George Colson</i>
Parowan Airport	<i>Dan Jessen</i>	Floods and Water	<i>Richard Wilson</i>	Fire Departments	<i>Spencer Rollo</i>
Parowan Gap Heritage Com.	<i>Nancy Dalton</i>	Health & Human Service Cou	<i>Carrie Dennis</i>	Frontier Homestead St. Park	<i>Giani Julander</i>
Prairie Dogs	<i>Jessica Kinross</i>	Human Resource	<i>Jennifer Bradbury</i>	IT	<i>Jared Wilson</i>
Public Works Director	<i>Bruce Anderson</i>	Janitorial Services	<i>Terry Palmer &amp; Reed Erickson</i>	Job Service	
Recorder Liaison	<i>Carri Jeffries</i>	Justice Court	<i>Lori Eichelberger</i>	Outdoor Recreation	<i>Maria Twitchell</i>
Special Service District #3	<i>Jon Whittaker</i>	Library/ Bookmobile	<i>Steve Decker/Cori</i>	Planning & Zoning	<i>Terry Palmer/Reed</i>
SUPAC			<i>Adams/ Patricia Tomkins</i>	Sheriff Liaison	<i>Ken Carpenter/Shalon</i>
USU Extension Service	<i>Josh Martin</i>	Mental Health	<i>Mike Deal</i>	Shooting Range	<i>Maria Twitchell</i>
Volunteer Center	<i>Tracy Garrett</i>	SW Public Health	<i>Dr. David Blodgett</i>	Tourism/Parks & Rec	<i>Maria Twitchell</i>
Weeds	<i>Amber Hatch</i>	Regional Waste Water	<i>Eric Bonzo</i>	Utah Summer Games	<i>Jonathan Oglesby</i>
		Television	<i>Dennis Johnson</i>		
		Treasurer Liaison	<i>Nicole Rosenberg</i>		
<u>UAC Committees:</u>	<i>Brandy Grace</i>	<u>UAC Committees:</u>	<i>Brandy Grace</i>	<u>UAC Committees:</u>	<i>Brandy Grace</i>
		<u>UAC Board</u>		<u>NACO Justice and Public</u>	
		<u>CDBG State Board</u>			
		<u>SW Public/Beh. Health</u>			

# DAVIS COUNTY 2026 Commission Assignments

## **JOHN CROFTS, Chair**

### **Elected Office Liaison**

Attorney's Office  
Controller's Office  
Recorder's Office  
Justice Court

### **COUNTY DEPARTMENTS**

#### Facilities

#### GRAMA

#### Golf Courses

- Davis Park
- Valley View

#### Human Resources

- Risk Management Committee

#### Senior Services Advisory Board

#### Public Works

- Fleet

### **BOARD ASSIGNMENTS**

#### Davis Council of Governments

- CDBG Selection Committee
- Davis Fund
- Chamber of Commerce

#### Great Salt Lake Advisory Council

#### Jordan River Commission

#### Mosquito Abatement

#### National Association of Counties

#### Safe Harbor Domestic Violence Shelter

#### Pioneer Adult Rehab Center (PARC)

#### Utah Association of Counties

- USACCC

#### Wasatch Integrated Waste Systems

- Budget Finance

### **COMMITTEES**

#### DC Audit Committee, Vice Chair

#### DC Budget Committee

#### Davis Chamber of Commerce

- Board of Governors

#### Emergency Management Council (LEPC)

#### Local Homeless Council

## **BOB J STEVENSON, Vice Chair**

### **Elected Office Liaison**

Assessor's Office  
Surveyor's Office

### **COUNTY DEPARTMENTS**

#### Community & Economic Development

- DCC Contract
- Tourism Tax Advisory (TTAB)
- Western Sports Park

#### Gun Range

#### Information Systems

### **BOARD ASSIGNMENTS**

#### Davis Council of Governments

- HB 499 Task Force, Chair

#### Economic Development Corp of Utah

- Board of Trustees

#### National Association of Counties

- Transportation Steering

#### Northern Utah Economic Alliance

- Chair

#### Open Doors

#### South Davis Metro Fire

- Board of Trustees

#### Utah Association of Counties

- USACCC
- Board of Trustees

#### Utah Counties Indemnity Pool

#### Utah Transit Authority UTA

#### Wasatch Front Regional Council

- Vice Chair
- Budget
- JPAC
- NARC
- UTA

#### Wasatch Front Regional Council

- WFEDD Alternate

#### Wasatch Integrated Waste Systems

- Government Relations

#### Weber Basin Water Conservancy

### **COMMITTEES**

#### DC Audit Committee

#### DC Budget Committee

#### Davis Chamber of Commerce

- Board of Governors

#### Hill Air Force Base (HAFB)

- Civic Leader Program

#### Utah Constitutional Defense Council

#### UTA Utah Local Advisory Council, Chair

## **LORENE M. KAMALU, Commissioner**

### **Elected Office Liaison**

Clerk's Office  
Sheriff's Office  
Treasurer's Office

### **COUNTY DEPARTMENTS**

#### Animal Care

#### Health Department

- Board of Health

#### Library

- Library Board

#### USU Ext Services, Liaison

### **BOARD ASSIGNMENTS**

#### Children's Justice Center

- Chair Advisory Council

#### Davis Behavioral Health

- Board of Health
- Executive & Finance

#### Davis Council of Governments

#### National Association of Counties

- Transportation Committee

#### Utah Association of Counties

- USACCC

#### Wasatch Front Regional Council

- Board of Directors
- Vice Chair Regional Growth

#### Wasatch Integrated Waste Systems

- Operations Sub-Committee

### **COMMITTEES**

#### DC Audit Committee, Chair

#### DC Budget Committee

#### Davis Chamber of Commerce

- Board of Governors
- Legislative Affairs
- Military Affairs (TOUMAC)

#### DC Criminal Justice Coord. Council, Chair

#### Human Services Cabinet, Chair

#### Human Services Directors, Chair

#### 2<sup>nd</sup> Dist Judicial Nominating Commission

#### UT Indigent Defense Commission

Elected Officials

Brandon Gordon

Commissioner

# Brandon Gordon

Phone - (801) 851-8135

Email - BrandonG@utahcounty.gov

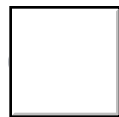
*Brandon oversees the Public Works, Community Development, and Treasurer's departments, focusing on efficient public service and strategic development within Utah County.*



## Professional Life

Commissioner Brandon Gordon served 11 years on the Spanish Fork City Council before being elected as a Utah County Commissioner. He graduated from the University of Phoenix in 2007, where he earned a degree in business management.

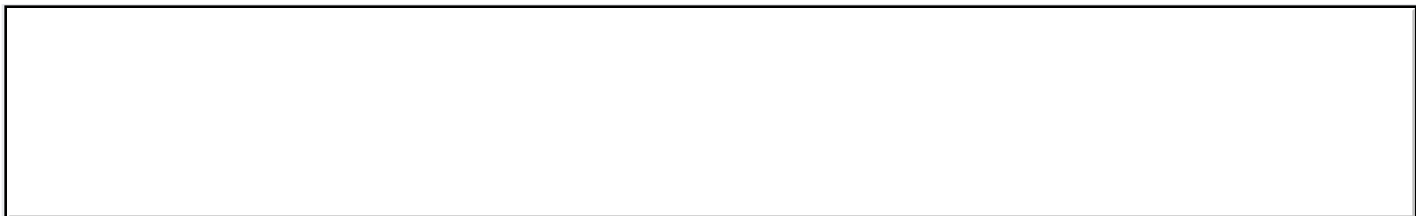
How can I help you today?



# Personal Life

Commissioner Brandon Gordon was born and raised in Lake Shore, Utah, to Randy and JoAnn Gordon. He graduated from Spanish Fork High School in 1995. Brandon is married to Rachel Boyer of Pleasant Grove, and together they have six children. The family currently resides in Spanish Fork. Brandon enjoys working with his family on his father's farm, where they grow produce to sell at the farmers market and local grocery stores.

This division separates Brandon's professional achievements and roles, including his service on the Spanish Fork City Council and his role as a Utah County Commissioner, from his personal life, which includes details about his family, where they live, and their involvement with the family farm.



Community Development Public Works Sheriff's Office Surveyor Treasurer



- Board of Equalization (BOE)
- Council of Governments (COG)
- Elections Canvassing Board
- Homelessness Coordinating Council
- Mountainland Association of Governments (MAG)
- North Pointe Solid Waste SSD

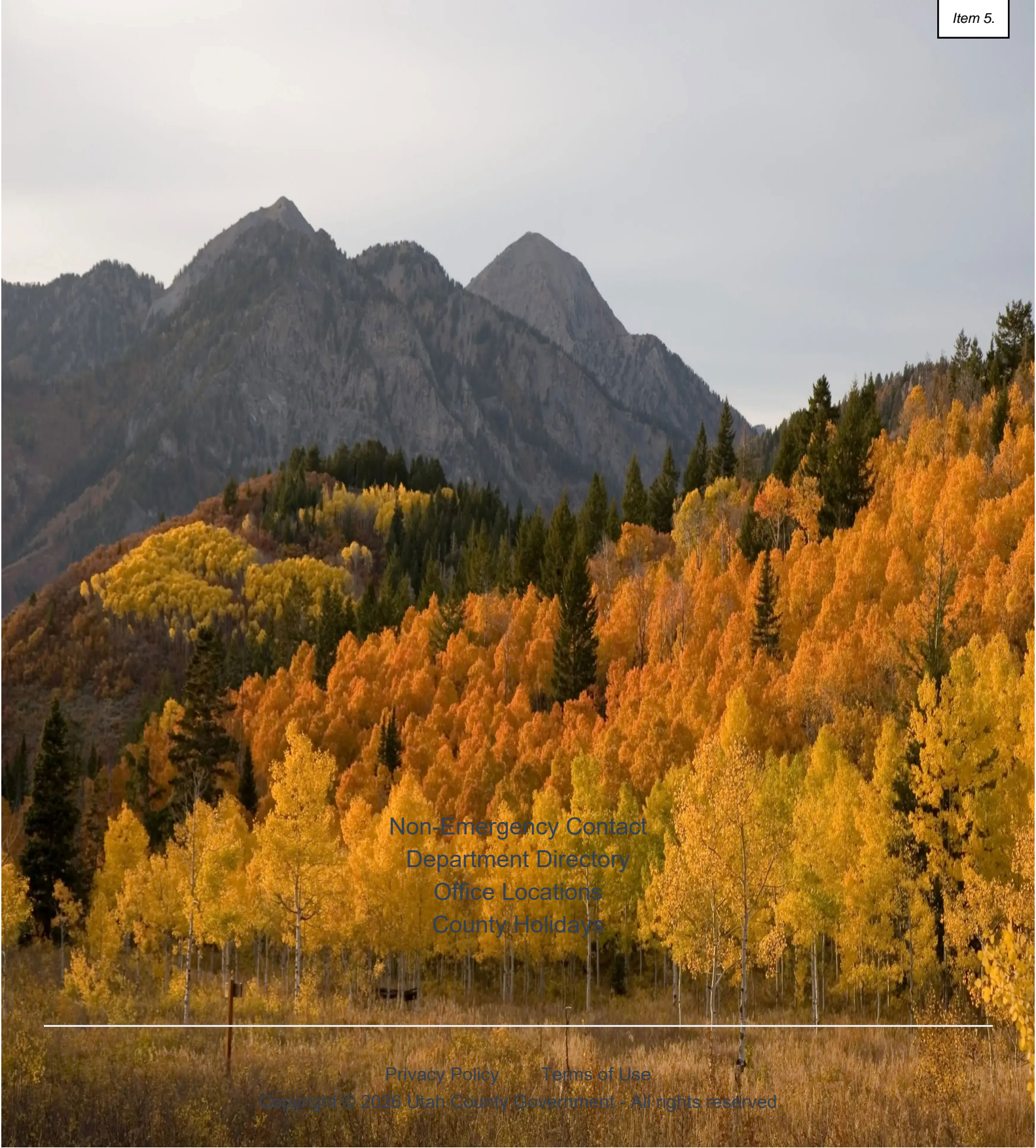
- Northern Utah Environmental Resource Agency (NUERA)
- UCCU Events Center Board of Directors
- Utah County Fairgrounds Committee
- Utah County Finance Committee
- Utah Valley Convention Center (UVCC)
- Wasatch Behavioral Health Board of Directors (WBH)

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# Rich County Utah

## Rich County Commissioners



### Commissioner Bill Cox

P.O. Box 125  
Woodruff, UT 84086  
Ph. (435) 757-8248  
Fax (435) 793-2123

[Email](#)

Adopts the County budget, a portion of which is supported by property taxes, and directs the activities of the Board of Equalization. Assignments include the Fair, Library, Mosquito, Public Health, Roads, Sheriff and Television.

[What does a County Commissioner/Councilmember do? \(Video\)](#)



### Commissioner Jonathan B. Lee

P.O. Box 383  
Randolph, UT 84064  
Ph. (385) 355-5555  
Fax (435) 793-2410

[Email](#)

Adopts the County budget, a portion of which is supported by property taxes, and directs the activities of the Board of Equalization. Assignments include Buildings, Building Inspector, Emergency Management, Extension and Tourism.



### Commissioner Sim Weston

P.O. Box 94  
Laketown, UT 84038  
Ph. (435) 757-0921  
Fax (435) 793-2410

[Email](#)

Adopts the County budget, a portion of which is supported by property taxes, and directs the activities of the Board of Equalization. Assignments include Bear Lake Regional Commission, EMT, Meadowville Special Service District, Planning and Zoning, Public Lands, Sanitation, Senior Center and Weeds.

## Commissioner Assignments (Updated soon)



### Contact Us

#### **Rich County Courthouse**

20 S. Main

Randolph, Utah 84064

[435-793-2415](tel:435-793-2415)

### Hours

Monday-Friday 9:00 am - 5:00 pm

Closed from 12 noon - 1:00 for lunch

[State Auditor Hotline](#) - 801-538-9777

[Rich County Entity Registration \(PDF\)](#)

[Utah Lt. Governor's Entity Registry Database](#)

[Sitemap](#) | [Privacy Policy](#) | [Accessibility](#)

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## County Commission



**Gwen Brown**

Commissioner

[Email](#)

[Commissioner](#)

[Brown](#)

Phone: [435-899-1424](#)



**Celeste Meyeres**

Commissioner

[Email](#)

[Commissioner](#)

[Meyeres](#)

Phone: [435-689-0907](#)



**Patty Kubeja**

Commissioner

[Email](#)

[Commissioner](#)

[Kubeja](#)

Phone: [253-315-1518](#)

## Commission Assignments

### Commissioner Brown

- Commission Chair
- Alton Coal
- Kane County Board of Equalization
  - Kane County Insurance Committee
  - Utah Counties Indemnity Pool
  - Kane County Safety Committee and Accident Review Board
- Kane County Intergenerational Poverty Work Group
- Kane County Library Board and Book Mobile
- Kane County Surveyor
  - Kane County Planning Commission
  - Kane County Building Department
- Liaison Canyon Land Improvement District
- Liaison Kane County Assessor's Office

- Kane County Weed Control Board
- Kane County Agricultural Protection Area Advisory Board
- Liaison Kane County Employees Association
- Liaison Kane County Human Resources Special Service District (Hospital Board)
- Liaison Kane County Justice Court
- Liaison Kane County Recorder's Office
  - Kane Schools Foundation
- Liaison Kane County Treasurer's Office
- Liaison Long Valley Sewer Improvement District
- Liaison Western Kane County Special Service District
- Mineral Lease Revenues
- Predator Control Program
- Alternate Utah Counties Indemnity Pool (UCIP) Voting Member
- USU Extension Office/4H Coalition

## Commissioner Kubeja

- Building & Grounds Department (Assigned to County Sheriff)
- East Zion Special Service District Ex Officio Member
- Healthy Kane County Foundation
- Kane County Active Living Center (Senior Center)
  - Kane County Council on Aging
  - Meals on Wheels
  - Kane County Care & Share
- Kane County Criminal Justice Coordinating Council - (Board Member and Chair)
- Kane County Fair Board
- Kane County Municipal Building Authority
  - Utah Permanent Community Impact Board (CIB)
  - Utah Community Development Block Grant Program (CDBG)
- Kane County Office of Tourism
  - Kane County Travel and Tourism Advisory Board (Travel Council)
  - Kane County Volunteer and Events Center
  - Kanab Center
- Kane County Public Defender
- Kane County Redevelopment Agency (RDA)
- Liaison Cedar Mountain Special District
- Liaison Church Wells Special Service
- Liaison Kane County Attorney's Office
  - Kane County Victim Services
  - Kane County Children's Justice Center
  - Kane Community Coalition
- Liaison Kane County Clerk Auditor's Office
- Liaison Kane County Sheriff's Office
- Liaison Kane County Water Conservancy District
- Liaison Trails Committee
- Liaison Zion Mountain Local Service District
- Utah Association of Counties (UAC) Voting Board Member
- Utah Counties Indemnity Pool (UCIP) Voting Member

## Commissioner Meyeres

- American Lands Council
- Communications

- Five County Association of Governments
  - Steering Committee
  - Human Services Council
- Government Affairs
  - Kane County Public Lands Department
  - GIS Department
- Kane County Economic Development Board (CED)
- Information Technology Systems (ITS) Department
- Kane County Center for Education Business and the Arts Interlocal Agency (CEBA)
- Kane County Finance Committee (Chaired by County Treasurer)
- Kane County Roads Department
- Kane County Resource Development Committee (Board Member)
- Liaison Kane County Recreation and Transportation Special Service District
- Liaison with Federal and Utah State Legislature
- Payment in Lieu of Taxes payments (PILT)
- Public Land Agencies
  - Department of the Interior
  - United States Department of Agriculture
  - United States Forest Service
  - United States Bureau of Land Management
  - Grand Staircase Escalante National Monument Advisory Committee (MAC)
  - State Parks
  - National Parks
- RS 2477 Litigation
- State of Utah School and Institutional Trust Lands Administration (SITLA)
- Secure Rural Schools payments (SRS)
- Southwest Behavioral Health Center (Board Member)
- Southwest Utah Public Health Department (Board Member)
- Utah Department of Transportation (UDOT)
  - Joint Highway Committee
- Utah Constitutional Defense Council

## Full Commission - Specifically Non-delegated Assignments

- Budget Development
- Commission Agendas
- Compensation & Benefits
- Liaison with Towns & Cities
- National Association of Counties (NACO)
- Utah Association of Counties (UAC)
- Utah State Association of County Councils and Commissions (USACCC)
- Any other executive duty not listed above

## Meetings

The Kane County Board of Commissioners will meet at 10 a.m. in regular session for the 2026 year on the following dates:

- January 13, 27
- February 10, 24
- March 10, 24
- April 14, 28
- May 12, 26
- June 9, 30
- July 14, 28
- August 11, 25
- September 15, 22
- October 1 – Board of Equalization
- October 13, 27
- November 10, 24
- December 8 – 2027 Budget Hearing
- December 15

In addition to these meetings, there may be **work meetings** and **special meetings** called to accommodate the needs of the public and county operations.

Meetings are open to the public unless closed pursuant to Sec 52-4-4 and 52-4-5 of the Utah Code Annotated 1953, as amended.

## Agendas & Minutes

All items to be on the Agenda must be approved through a Commissioner and all documentation submitted to the Clerk's Office by 5 p.m. the Wednesday prior to the meeting.

A written Agenda of each meeting will be posted at the County Courthouse located at 76 North Main, Kanab, Utah no later than 24 hours preceding such meeting. Minutes are posted after they are available and approved.

[View Most Recent Agendas and Minutes](#)

Agendas may also be accessed at the [Utah State Public Notices Website](#) [↗](#).

## Related Documents

[Commission Statements and Public Notices](#)

- [O-2024-20 an Ordinance Amending the Kane County Rules of Order and Procedure](#)
- [Commission Statement on 2nd Amendment \(PDF\)](#)
- [Commission Statement on Unincorporated Area Services - 2021 \(PDF\)](#)
- [Grand Staircase Escalante National Monument Statement \(PDF\)](#)
- [Health and Wellness Center Introduction Statement \(PDF\)](#)
- [Resolution 2023-13 Opposing the Conservation and Landscape Health Rule \(PDF\)](#)
- [Kane County Roads Policy \(PDF\)](#)
- [Opioid Settlement Expenditures 2024 \(PDF\)](#)
- [Opioid Anticipated Settlement Expenditures 2025 \(PDF\)](#)
- [Public Hearing Notice FEE IMPLEMENTATION 06-19-2025 \(PDF\)](#)

### **Commission Policies**

- [Kane County Construction Projects \(PDF\)](#)
- [Kane County Roads Policy \(PDF\)](#)

### **Useful Information**

- [East Zion Feasibility Study - Kem C Gardner Policy Institute \(PDF\)](#)
- [Roger Brooks Off-Highway Vehicle \(OHV\) Tourism Slide Show \(PDF\)](#)
- [What is a Local District or Special Service District 2022 \(PDF\)](#)
- [What Is TIF and What Is CRA \(MP4\)](#)

## **Contact Us**


### **County Commission**

[Contact the County Commission](#)

**Physical Address**[View Map](#)

76 North Main Street  
Kanab, UT 84741

Item 5.


[Directions](#) 

Phone: [435-644-4901](tel:435-644-4901)

Fax: 435-644-4965

[Directory](#)

## Quick Links

- [BLM's Proposed Rule](#) 
- [Kane County Resource Management Plan - Amended 2018 \(PDF\)](#)

 Government Websites by [CivicPlus®](#) 

daggett county

# 2026 Commissioner Assignments

<b>Matt Tippetts</b>	<b>Jack Lytle</b>	<b>Randy Asay</b>
<b>Commissioner A</b>	<b>Commissioner B</b>	<b>Commissioner C</b>
Chairman Road & Weed Department RS2477 Roads* Browns Park Road Districts Conservation District Local EMS District* Mosquito District Special Area #1 Transportation District Water District Affordable Housing Chamber of Commerce Economic Development/CEOA Board* & Director/Assistant Museum Board State CDBG Policy Adv. Committee Trails Committee Tourism Tax Advisory Board	Dutch John Sewer Treatment Plant Water Treatment Plant Planning & Zoning* Seven County Infrastructure Coalition Public Lands Advisory Committee Roadless Petition RS2477 Forest Plan Revision Daggett Heritage Rodeo Sheriff's Office* CIB Board NACO Board: PLSC-Payments Subcomm. Central RAC- Utah Colorado River Auth. Senior Center CLG (Coalition of Local Government) PLPCO (Public Lands Policy Coordinating Office) UAC Board	Buildings & Grounds Manila Cemetery Public Health Tri County Health Manila Clinic Mental Health-NE Counseling Board IT/GIS Children's Justice Center Food Pantry Economic Development Affordable Housing Airports HR Shooting Range Committee

**Shared By All Commissioners**

Economic Development	Affordable Housing	Sheriff's Office Emergency Services CEM EMS & Fire (Local District) Jail	UBAOG
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**\*When responsibilities are shared the \* denotes the Commissioner with Primary Responsibility for these activities or departments.**



## Brandon Gordon

Commissioner Gordon oversees the Public Works, Community Development, and Treasurer's departments, focusing on efficient public service...

[Continue Reading ->](#)

## Commission Chair

## Skyler Beltran

Commissioner Beltran oversees the Children's Justice Center, Assessor, Attorney, Justice Court and Recorder promoting...

[Continue Reading ->](#)

## Commission Vice Chair

## Amelia Powers Gardner

Commissioner Gardner oversees the Clerk, Auditor, and Information Systems departments, among others, and is...

[Continue Reading ->](#)

## Attend a Meeting

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[Discussions on public policy, community issues, projects, and finances, with input from commissioners and the public.](#)

### [B.O.E. Meetings ->](#)

[Review and resolve disputes related to property assessments, ensuring fair and equitable taxation.](#)

## Access Public Information

### [Public Notices ->](#)

[Notices for the public about public policy, community issues, projects, and finances](#)

### [News ->](#)

[Relevant news that is related to Utah County and our communities.](#)

## Footer

Utah County Commission  
Commission

Contact Us

[UCAdmin@utahcounty.gov](mailto:UCAdmin@utahcounty.gov)

[801-851-8000](tel:801-851-8000)

Mon - Fri 8:00am - 5:00pm

Office may be closed during [county holidays](#).

Physical Address

[Utah County Historic Courthouse](#)  
[51 South University Avenue, Suite 320](#)  
[Provo, Utah 84606](#)

Mailing Address

[Utah County Historic Courthouse](#)  
[100 East Center Street, Suite 320 HCH](#)  
[Provo, Utah 84601](#)

## Additional Links

## Links

- [News Releases](#)
- [Utah County Forms](#)
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- [Utah State Code](#)
- [Utah County Ordinances](#)
- [Employment Opportunities](#)

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The County Commission Office is the office of the three elected County Commissioners, who are the executive and legislative governing body for Uintah County. The Board of Commissioners exercise supervisory control over all functions of the executive branch of county government and supervise and coordinate control over all departments and its employees. They set, maintain, and regulate the budget for the county, including all departments. They appoint, suspend and remove the directors of county departments and appointive officers of boards and commissions.



**State of Utah  
Department of Transportation**

<p><b>Cooperative Agreement Local Agency Performing Work for UDOT</b></p>	<p>Project Description: San Juan County to improve county road between Pack Creek Cutoff Rd to Yellow Circle Rd</p> <p>Local Agency: San Juan County</p>	<p>Estimated value of scope of work \$325,000.00</p>
<p>Pin: 23357 Job/ Project: S-191(230)115</p>		<p>Date Executed</p>

**THIS AGREEMENT**, made and entered into on the executed date , by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and San Juan County, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency.**”

**UDOT** requested that the Work be included in the Local Agency’s Project. Subject to the attached provisions, **Local Agency** will include the following items into its Project. Unless the parties agree to a lump sum, upon signing this Agreement, **UDOT** agrees that the costs shown are estimates and that it will be responsible for paying the actual costs associated with these items, based on unit bid prices, and actual quantities placed. If a lump sum payment is specified, **UDOT** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

San Juan County will improve the County Road between the Pack Creek Cutoff Road to Yellow Circle Road. San Juan County’s work includes rough grading, placing culverts, and fence repair. UDOT will contract the purchase of materials, have the materials placed, and to have the materials graded and compacted to complete the roadway work.

Costs to include:

List or Description of Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
#1	<i>San Juan County Participation of Rough Grading, Culverts and Fence Repair</i>			\$20,000.00
#2	<i>UDOT Participation for Materials, Placement, Grading, and Compaction</i>			\$305,000.00
#3				
Estimated Total Cost				\$325,000.00

<p><b>Reimbursement Payments:</b> TOTAL AMOUNT THAT CAN BE REIMBURSED UP TO BUT NOT BEYOND</p>	<p>\$20,000.00</p>
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Project Completion Date: 12/31/2026

Billing must be submitted within 3 months of work completion date.

If the actual costs exceed the agreed maximum total cost, **Local Agency** will immediately notify **UDOT** and **UDOT** can determine whether to reduce the scope of Work or continue with the Work at the increased cost. Once final **UDOT** signoff has occurred, the **Local Agency** will submit the receipts of payments for the Work

to the **UDOT** Region office. **UDOT** will process the payment of the committed amount or the direct costs of approved activities, whichever is less, within 45 days and send a check to the **Local Agency**.

**Total Estimated Reimbursement to the Local Agency is \$20,000.00**

**Provisions**

Local Agency will include the UDOT's Work provided UDOT pays the actual costs incurred for the Work. Local Agency's contractor will perform the Work described in this Agreement in accordance with UDOT's plans and specifications. Local Agency will notify UDOT two weeks in advance prior to starting the Work so UDOT may inspect the Work. UDOT has the right to inspect the Work but may choose not to exercise this right. Regardless of any inspection by UDOT, Local Agency is still required to construct the Work in accordance with the plans and specifications. UDOT, through its inspection of the Work, will provide Local Agency with information addressing any problems or concerns UDOT may have with acceptance of said Work. Upon completion of the Work, the Local Agency will contact UDOT for a final review and inspection. UDOT reserves the right to withhold payment unless the Work is completed to UDOT standards and specifications. The Local Agency has the right to correct any deficiencies in a timely manner and resubmit the Work for inspection and approval.

**I. Liability:**

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

**II. Termination:**

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination. If a party fails to cure the breach, the other party may terminate this Agreement.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency. However, UDOT will be responsible for the costs incurred for the Work before the termination of the Agreement.

**III. Maintenance:**

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah Code Section 72-3-109 and applicable rules.

**IV. Payment and Reimbursement to Local Agency:**

UDOT shall be responsible for all actual costs associated with the Work described in this Agreement up to the maximum total cost or lump sum. The Local Agency must submit the billing within 3 months of the Work completion date.

**V. Change in Scope and Schedule:**

If Work scope or schedule changes from the original intent of this Agreement, UDOT will notify the Local Agency prior to changes being made. If the Local Agency modifies its Project and the modification affects the Work, Local Agency will immediately notify UDOT. In the event there are changes in the scope of the Work, extra work, or changes in the planned Work covered by this Agreement, a modification to this Agreement must be approved in writing by the parties prior to the start of work on the changes or additions.

**VI. Environmental Compliance**

The Local Agency will assure compliance of the Project with all applicable state and federal environmental statutes, regulations, rules, and permitting requirements.

**VII. Miscellaneous:**

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement,

or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

This Agreement may be executed in counterparts by the parties.

**VIII. Content Review:**

Language content was reviewed and approved by the Utah AG's office on February 2, 2015.

San Juan County				Utah Department of Transportation			
By		Date		By		Date	
San Juan County Commissioner Lorie Maughan				Region 4 Deputy Director, Jared Beard			
By		Date		By		Date	
				Region 4 Director, Kirk Thornock			
By		Date		By		Date	
				Comptrollers Office			



## COMMISSION STAFF REPORT

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**MEETING DATE:** May 5, 2026

**ITEM TITLE, PRESENTER:** Consideration and Approval of Contract and Our Contribution to this Project , Todd Adair, San Juan County Road Superintendent

**RECOMMENDATION:**

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### SUMMARY

**San Juan County to improve county roads (D1711, D1714, and D0678) to B129, Yellow Circle Road. UDOT will fund \$20,000.00 for materials and San Juan County will provide \$47,000.00 in labor and equipment.**

### HISTORY/PAST ACTION

N/A

### FISCAL IMPACT

\$47,000.00 not included in 2026 Budget



## COMMISSION STAFF REPORT

**MEETING DATE:** May 5, 2026

**ITEM TITLE, PRESENTER:** Consideration and Approval of Memorandum of Understanding (MOU) between Utah Education and Telehealth Network (UETN) and San Juan County Library System for Monticello Library regarding E-rate for Internet Service, Nicole Perkins, Library Director

**RECOMMENDATION:** Approve

### SUMMARY

This Memorandum of Understanding (MOU) is between Utah Education and Telehealth Network (UETN) and San Juan County Library System (Stakeholder). At Stakeholders request, and in accordance with procurement law, UETN has negotiated with Emery on Stakeholder's behalf from July 1, 2026 – June 30, 20241, with an optional 12-month extension at the end of this period, ending no later than June 30<sup>th</sup>, 2032, for internet services charged at E-rate discount.

### HISTORY/PAST ACTION

Approved

### FISCAL IMPACT

Without the E-rate discount and UETN acting on behalf of San Juan County Library System the total 60-month cost of contract/services would cost \$35,278.80. With this agreement and the E-rate discount the monthly recurring cost (MRC) is \$14,111.52 and non-recurring cost (NRC) is \$670.00 which UETN has agreed to pay both. The remaining cost to San Juan County Library System- Monticello Library is \$0.00. In exchange San Juan County Library System agrees to stay E-rate Compliant and is responsible for hardware and equipment necessary or related to the implementation and performance of these services from our local IT services or whomever the County uses for IT services.

**Memorandum of Understanding  
Telecommunications WAN Services Agreement**

Item 7.



This Memorandum of Understanding (“MOU”) is between Utah Education and Telehealth Network (“UETN”) and San Juan County Library System (“Stakeholder”). At Stakeholders request, and in accordance with procurement law, UETN entered into agreements (“Agreement”) with vendors represented below on Stakeholder’s behalf from July 1, 2026 -June 30, 2031, with an optional 12-month extension at the end of this period, ending no later than June 30th, 2032 unless otherwise indicated, (see Term column below).

**E-RATE COMPLIANCE:** UETN will apply annually to the Universal Service Administrative Company, (USAC) for E-rate discounts on these services through the Schools and Libraries Universal Service Support (E-rate) Program throughout the term of this agreement. Stakeholder agrees to provide the following items to UETN, in a timely manner:

- 1) An FCC Form 479, Children’s Internet Protection Act (CIPA) form, certifying annual compliance with CIPA requirements, **before July 1 of every year**
- 2) An E-rate Letter of Agency (LOA), upon request
- 3) E-rate information or FCC forms necessary for E-rate compliance, upon request

Failure to provide UETN with required E-rate information or forms by the due date, jeopardizes E-rate compliance and may result in the loss of E-rate funding to Stakeholder for continued service through UETN.

**COST REIMBURSEMENT:** UETN shall invoice Stakeholder for the after E-rate discount cost of services and support. Stakeholder understands that **E-rate discounts** change yearly as the E-rate discount is based on local school district enrollment and poverty levels, as well as USAC E-rate filing rules. For the E-rate Funding Year July 1, 2026 – June 30, 2027, the estimated E-rate discount is represented in the E-rate Discount Estimate column below.

Stakeholder costs are estimated below in **blue**. Stakeholder agrees to reimburse UETN within 30-days of receipt of an invoice from UETN. UETN will pay costs in **red** below, which includes the on-going monthly costs and one-time equipment costs to connect Stakeholder sites to the UETN network.

**EQUIPMENT:** Per UETN’s agreements, Stakeholder is responsible for hardware and equipment necessary or related to the implementation and performance of these services.

**Contract Obligations:** The agreements under which UETN makes the services available contain limitations on Stakeholder’s use of the Services and associated remedies for use inconsistent with those limitations. Those limitations may include restrictions on the locations at which the Services are provided, limitations on end user activity, or other conditions of use. Stakeholder agrees to use the Services in accordance with all applicable limitations and Stakeholder acknowledges and accepts responsibility for any vendor remedies arising as a result of Stakeholder’s use of the Services.

**EARLY TERMINATION / UNACCEPTABLE USE:** Stakeholder agrees to comply with the terms of this MOU and the terms of each of the service provider agreements under which UETN procured the services that are made available to stakeholder. Stakeholder shall reimburse UETN for any costs, fees or penalties associated with Stakeholder’s early termination or cancellation of or withdrawal from UETN agreements. Such costs and fees may apply if Stakeholder relocates during the term of the agreement, although UETN will work with Stakeholder and the relevant service provider in good faith to attempt to minimize any costs associated with such relocation. In the event of unacceptable use of the services or other use by Stakeholder not permitted under a relevant service provider agreement, service providers may impose fees or additional costs (including increasing the monthly recurring charge to a particular location to three times the contract rate), or may suspend or terminate services. Service providers may also revoke benefits such as waived installation costs or pro-rated start-up costs. In the event a service provider invokes any such remedy due to Stakeholder’s use of the services, or use by individuals allowed to access the service by Stakeholder, Stakeholder shall be solely responsible for the associated costs or consequences of such remedy.

**AMENDMENT:** This MOU may only be amended upon written mutual agreement duly executed by UETN and Stakeholder. UETN and Stakeholder have executed this MOU by their duly authorized representatives named below and this MOU becomes effective upon the latest date indicated.

**Stakeholder**

Signature: \_\_\_\_\_  
Name: Lori Maughan  
Title: Commissioner  
Email: lmaughan@sanjuancountyut.gov

**Stakeholder Billing Contact**

Name:  
Email:  
Mailing address:  
Phone:

**Utah Education and Telehealth Network**

Signature: \_\_\_\_\_  
Name: Spencer Jenkins  
Title: CEO and Executive Director  
Date:

Term - Months	RFP #	Description	Site #	Site/Location Name	USAC ID #	Site Address	Aggregation Address	Bandwidth	Additional Info	Vendor Awarded	MRC	Install	Equipment	Capital Construction	Infrastructure/Aggregation Equipment	Total MRC	Total 60 Month Cost of Contract	E-rate Discount Estimate	Total 60 Month MRC - UETN Pays (after E-rate)	Total NRC - UETN Pays (after E-rate)	1 Month MRC - Stakeholder Pays (after E-rate)	Total 60 Month MRC - Stakeholder Pays (after E-rate)	Total NRC - Stakeholder Pays (after E-rate)
60	UU206144847	San Juan County Library System	26.5.508	Monticello Branch Library	16048713	80 N Main St, Monticello, UT 84535	Utah State University (USU), 639 W 100 S, Blanding, UT 84511	1 Gbps	Expiring	Emery	\$ 587.98	\$ -	\$ 1,675.00	\$ -	\$ -		\$ 35,278.80	60%	\$ 14,111.52	\$ 670.00			

**Memorandum of Understanding  
Telecommunications WAN Services Agreement**

**Item 7.**

Term - Months	RFP #	Description	Site #	Site/Location Name	USAC ID #	Site Address	Aggregation Address	Bandwidth	Additional In fo	Vendor Awarded	MRC	Install	Equipment	Capital Construction	Infrastructure/Aggregation Equipment	Total NRC	Total 60 Month Cost of Contract	E-rate Discount Estimate	Total 60 Month MRC - UETN Pays (after E-rate)	Total NRC - UETN Pays (after E-rate)	1 Month MRC - Stakeholder Pays (after E-rate)	Total 60 Month MRC - Stakeholder Pays (after E-rate)	Total NRC - Stakeholder Pays (after E-rate)
		Count:		1						Total before E-rate:	\$ 587.98	\$ -		\$ -	\$ -	\$ -	\$ 35,278.80	Total after E-rate:	\$ 14,111.52	\$ 670.00	\$ -	\$ -	\$ -



## COMMISSION STAFF REPORT

**MEETING DATE:** May 5, 2026

**ITEM TITLE, PRESENTER:** Consideration and approval of the Local Health Dept WIC Program – San Juan County Amendment 4, by Mike Moulton, Interim Health Officer.

**RECOMMENDATION:** Approval

### SUMMARY

The purpose of this amendment is to increase funding from the Nutrition Service Administration (NSA) for the Federal Fiscal Year 2026.

The purpose of this contract is to operate the WIC Program within San Juan County by providing required services through our staff and facilities, delivering nutrition education, adhering to approved nutrition plans, maintaining qualified staff and equipment, distributing food benefits, preventing dual participation, training local vendors, complying with WIC policies, attending mandated meetings, safeguarding equipment and materials, investigating fraud, and serving only eligible residents—unless otherwise authorized by the State WIC office.

### HISTORY/PAST ACTION

Commission approval of the initial 5-year contract/agreement, and amendments 1-3.

### FISCAL IMPACT

The funding will be increased by \$26,506 in federal funds. The new total for the 5-year period will be \$342,602.



Utah Department of  
Health & Human Services

## UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBRECIPIENT AMENDMENT

25169603  
Department Log Number

252700603  
State Agreement ID

1. AGREEMENT NAME: Local Health Dept WIC Program - San Juan County Amendment 4.
2. PARTIES: Utah Department of Health and Human Services (“**DHHS**”) and San Juan County
3. PURPOSE OF AMENDMENT: The purpose of this amendment is to add NSA funding for Federal Fiscal Year 2026 and update Attachment B.
4. CHANGES TO AGREEMENT:
  1. The contract amount is being changed. The original amount was \$316,096. The funding amount will be increased by \$26,506 in federal funds. New total funding is \$342,602.
  2. Attachment “B”, effective 04/15/2026, is replacing Attachment “B”, which was effective 10/01/2025. The Scope of Work is changed, Article “4” Funding and Budget, Sections 1 and 2 are changed.

**UEI:** WCVABP2FEVA2

### Federal Funds

Funding Amount	Award Number	Assistance Listing Number	Assistance Listing Title	Federal Program Name	Federal Awarding Agency	Federal Award Identification Number	Federal Award Date
\$4,505.00	6UT700709	10.557	Women Infants and Children	Women Infants and Children WIC Admin	USDA - Food and Nutrition Service	266UT709W1003	03/10/2026
\$6,627.00	6UT700709	10.557	Women Infants and Children	Women Infants and Children WIC Admin	USDA - Food and Nutrition Service	266UT709W1003	03/10/2026
\$8,747.00	6UT700709	10.557	Women Infants and Children	Women Infants and Children WIC Admin	USDA - Food and Nutrition Service	266UT709W1003	03/10/2026
\$663.00	6UT700709	10.557	Women Infants and Children	Women Infants and Children WIC Admin	USDA - Food and Nutrition Service	266UT709W1003	03/10/2026

\$5,964.00	6UT700709	10.557	Women Infants and Children	Women Infants and Children WIC Admin	USDA - Food and Nutrition Service	266UT709W1003	03/10/2026
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All other conditions and terms in the original agreement and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: 04/15/2026

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Intentionally Left Blank

**Contract with Utah Department of Health and Human Services and San Juan County , Log # 25169603**

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

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

\_\_\_\_\_  
Mike Moulton  
Executive Director

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

Attachment B: Scope of Work  
San Juan County Health Department WIC Program

Article 1  
GENERAL PURPOSE

- 1.1 **Purpose.** The general purpose of this Contract is to provide local WIC Program operations.

Article 2  
DEFINITIONS

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

“**BFPC**” means Breastfeeding Peer Counseling Program.

“**EBT**” means electronic benefits transfer.

“**FNS**” means the Food and Nutrition Service of the United States Department of Agriculture.

“**ME**” means the Management Evaluation (audit) process described in 7 CFR, Part 246.19 of the WIC Federal Regulations.

“**MER**” means Monthly Expenditure Report used to seek financial reimbursement from the Department.

“**NEP**” means Nutrition Education Plan.

“**NSA**” means Nutrition Service Administration (funding for WIC administrative purposes).

“**P&P**” means WIC Policy and Procedures.

“**PC**” means Peer Counselor or Peer Counseling.

“**UAWA**” means Utah Association [of] WIC Administrators (local health department WIC directors).

“**USDA**” means the United States Department of Agriculture.

“**WIC**” means the Special Supplemental Nutrition Program for Women, Infants, and Children.

Article 3  
SERVICE REQUIREMENTS

- 3.1 **Funding and Payments.** The Contractor shall:

- (1) Nutrition Service Administration
  - (A) submit monthly expenditures to the DHHS using the MER:

- (i) the total amount of funds under this Contract in this section is subject to quarterly adjustments as required by State or Federal requirements and practices.
- (ii) unused funds may lapse and revert back to the Department or USDA for reallocation;
- (B) the Contract will be amended annually or more frequently depending on funding received by FNS/USDA.

### 3.2 Peer Counseling:

- (A) The BFPC budget will be amended annually based on FNS/USDA funding allocations.
- (B) NSA funding can be used if BFPC monies do not sustain the work required of the Breastfeeding Peer Counseling Program activities.

### 3.3 Financial Reporting. The Contractor shall:

- (1) report costs in section 3.1 to the DHHS using the following categories:
  - (A) Administration – NSA
  - (B) Breastfeeding Promotion – NSA
  - (C) Client Services – NSA
  - (D) Nutrition Education – NSA
  - (E) Peer Counseling – PC
  - (F) Technology Services – NSA
- (2) spend at least one-sixth (16%) of the reimbursement amount on Nutrition Education;
- (3) report WIC Food Benefits issued to WIC participant accounts provided under the WIC Program:
  - (A) WIC Food Benefits are considered Federal Financial Assistance that must be reported in the LHD Single Audit Report; and
  - (B) the benefits redeemed amount will be provided to the Contractor by the DHHS at least annually in January of each year.
- (4) follow all provisions incorporated into this Agreement by reference, but are not attached:
  - (A) DHHS WIC Program Policy and Procedures manual as amended annually;

- (B) WIC Program Regulations found in Section 7 of the Code of Federal Regulations, part 246 – Supplemental Food Program for Women, Infants and Children;
- (C) WIC Program regulations found in US Code, Section 42 – Special Supplemental Food Program for Women, Infants, and Children;
- (D) Section 2 of the Code of Federal Regulations, part 200 uniform administrative requirements, cost principles, and audit requirements for federal awards; and
- (E) All other governmental laws, rules, regulations, policies or actions applicable that direct all services contained within this agreement.

3.4 **Local and Clinic Services.** The Contractor shall:

- (1) furnish services as specified herein to residents of the area served by the Contractor:
  - (A) these services shall be provided in the Contractor’s facilities, by the Contractor’s employees and by others designated by the Contractor to carry out the provisions of this agreement;
- (2) provide nutrition education to all adult participants, to parents or guardians of child participants and, when applicable, to child participants in order to conform to the DHHS and the Contractor’s NEPs and to USDA Regulations;
- (3) adhere to the NEP submitted by the Contractor each January and approved by the DHHS:
  - (A) the NEP is the plan for improving the program quality and for meeting State performance objectives of the WIC program;
- (4) maintain competent professional authority staff, facilities and equipment needed to perform the measurements and tests necessary for determining the eligibility of persons for WIC participation;
- (5) utilize the WIC food delivery system approved by the DHHS for making WIC food benefits available to participants;
- (6) provide WIC food benefits to all categories of eligible participants: infants, children, and pregnant, postpartum and breastfeeding women;
- (7) exchange participant information with surrounding health agencies and with agencies with overlapping WIC services areas in accordance with Food and Consumer Services Instruction 801-1 (confidentiality) to prevent dual participation;
- (8) provide training and monitoring at assigned WIC vendors (grocery retailers) in the local service area of the Contractor;

- (9) operate the WIC Program in accordance with the provisions of DHHS current WIC Program Policies and Procedures Manual, as amended;
- (10) ensure the Contractor's WIC Director or designee attends UAWA meetings, state hosted WIC Directors meetings, and any required training;
- (11) securely store, maintain and convey all serialized inventory equipment, WIC cards and other disposables as required in DHHS WIC Policy and Procedures Manual;
- (12) immediately conduct an initial investigation and follow-up of suspected fraudulent acts committed by WIC Program participants or WIC staff detected either by the Contractor or by DHHS, and notify the DHHS immediately in every case when fraud is discovered or is confirmed to have occurred;
- (13) serve only participants who reside within the geographical area served by the Contractor; and
- (14) serve residents outside of the Contractor's boundaries only when approved by the State WIC office which will be reviewed on a case-by-case basis;
  - (A) any exception(s) to this provision requires prior written approval by the State WIC Director.

**3.5 Assurance of Civil Rights Compliance.** The Contractor:

- (1) hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- (2) provides this assurance, to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit DHHS personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or

at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

- (A) this assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the DHHS; and
- (B) the person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Contractor.

**3.6 Computer Equipment and Supplies.** The Contractor shall:

- (1) own the computers in operation at all local WIC clinics within the Contractor's jurisdiction.
  - (A) computers and equipment that must be maintained and/or purchased by the Contractor include:
    - (A) personal computers;
    - (B) laptop computers;
    - (C) screens/monitors;
    - (D) computer mice/keyboards;
    - (E) printers; and
    - (F) all other equipment required to maintain business operations.
- (2) replace any computer equipment that is out of warranty, lost, stolen, or abused; and
- (3) supply its WIC Program with the computers purchased with Technology Services funding from this Contract:
  - (A) computers and technology equipment for subcontractors or other local health Department programs may not be purchased using funding from this Contract.

**3.7 Computer Equipment and Supplies.** DHHS shall provide:

- (1) serially numbered WIC cards to the Contractor;
- (2) replacements for all scanners, signature pads, and WIC card reader devices that support the VISION (WIC) Information System.

**3.8 Training and Certification. DHHS shall provide:**

- (1) workshops, webinars and other training opportunities for Contractor employees;
  - (A) the Contractor shall ensure that all employees involved with the WIC Program have an opportunity to attend DHHS-sponsored seminars, training meetings and conferences;
- (2) training opportunities using the following methods:
  - (A) in-person conferences
    - (i) should the DHHS sponsor a statewide WIC conference, two identical back-to-back conferences will be held permitting local agency staff to attend one or the other, to ensure that local WIC business operations continues without interruption.
  - (B) video meetings using Google Meet or similar video conferencing platform.

**3.9 Required Department Approvals. The Contractor shall:**

- (1) obtain written approval from the DHHS to purchase capital equipment items:
  - (A) Capital equipment items are defined as items or a group of like items with a cost of \$5,000.00 or more and a useful life of at least one year. Examples are building signage, building upgrades/modifications and vehicles;
- (B) computers and computer equipment do not require DHHS approval to purchase:
  - (B) an inventory of all serialized equipment is required for all computer and Technology equipment assets;
- (3) cover the costs for all in-state and out-of-state travel for LHD WIC staff unless otherwise arranged by the DHHS; and
- (4) obtain written approval from the DHHS for all out-of-state travel.

Article 4  
FUNDING AND BUDGET

**4.1 Funding.**

- (1) DHHS shall reimburse the Contractor monthly throughout the 5-year performance period of this Contract.
- (2) \$172,758 NSA, and \$2,584 BFPC for the period 10/01/2024 to 9/30/2025.

- (3) \$165,012 NSA, and \$2,248 BFPC for the period 10/01/2025 – 9/30/2026.
- (4) Future federal funding will be determined for 10/01/2026 – 9/30/2027.
- (5) Future federal funding will be determined for 10/01/2027 – 9/30/2028.
- (6) Future federal funding will be determined for 10/01/2028 – 9/30/2029.

4.2 **Budget.**

<u>Budget Description</u>	<u>Amount</u>
NSA	\$337,770.00
BFPC	\$4,832.00
Infrastructure	To be determined, annually
Total	\$342,602.00

Article 5  
INVOICING

5.1 **Invoicing.** The Contractor shall submit include one column for each funding source in the MER:

- (1) WIC Client Services;
- (2) WIC Administration;
- (3) WIC Nutrition Education;
- (4) WIC Technology Services;
- (5) WIC Breastfeeding; and
- (6) WIC Peer Counseling.

Article 6  
OUTCOME MEASURES

6.1 **Outcomes.** The desired outcome of the contract is to improve the nutrition of women, infants, and children enrolled in the WIC Program. The Contractor will accomplish this by:

- (1) Providing eligibility determination for applicants of the WIC Program.
  - (A) Performance Measure: Contractor will process new WIC appointment requests within processing standards required by the Department.
  - (B) Reporting: Management Evaluation analysis, and VISION reports and will be used to determine success of this measure.
- (2) Maintaining or improving hemoglobin levels during the contract period.
  - (A) Performance Measure: Contractor will provide screening related to abnormal hemoglobin levels.
  - (B) Reporting: Management Evaluation analysis, VISION and ad-hoc reports will be used to determine success of this measure.
- (3) Maintaining or improving breastfeeding initiation and duration rates during the contract period.
  - (A) Performance Measure: Breastfeeding rates will be maintained or increased at initiation and at 6-months.
  - (B) Reporting: Management Evaluation analysis, VISION reports, including Breastfeeding Peer Counseling contact reports (prenatally and postpartum), will determine success of this measure.

6.2 **Reporting.** The State Agency shall use VISION reports as well as WIC ad hoc reports, and the ME evaluation tool to assess all activities of the Contractor. Reporting shall also be done through all of the usual meetings including WIC Director's and UAWA meetings to discuss reporting of local issues.



## COMMISSION STAFF REPORT

**MEETING DATE:** April 21, 2026

**ITEM TITLE, PRESENTER:** Consideration and Approval of Letter of Support for FY2026–2027 Rural County Grant Application Presented by Talia Hansen, Economic Development Director

**RECOMMENDATION:** Staff recommends approval of the Letter of Support for the FY2026–2027 Rural County Grant application and authorization for the Commission Chair to sign the letter.

### SUMMARY

San Juan County Economic Development is requesting Commission approval of a Letter of Support for the FY2026–2027 Rural County Grant application through the Governor’s Office of Economic Opportunity (GOEO).

The County is requesting \$200,000 to support economic development initiatives that strengthen local capacity, expand workforce opportunities, and provide direct assistance to businesses across San Juan County.

The proposed budget includes:

- Economic Development Staffing Capacity and Operations (\$1,000)
- Vehicle for economic development activities (\$15,000)
- Marketing and Branding (\$3,000)
- Business Basecamp Conference and Training (\$37,000)
- Eastern Utah Economic Summit Contribution (\$1,000)
- Event Sponsorships (\$3,000)
- Business Support Grants (\$140,000)

These investments support business development, workforce training, regional collaboration, and direct business assistance, aligning with the goals of the Rural County Grant program.

### HISTORY/PAST ACTION

San Juan County has participated in the Rural County Grant program in prior fiscal years to support economic development initiatives, including business support, training programs, and capacity-building efforts.

The FY2026–2027 application builds on prior implementation and reflects continued alignment with county priorities and community needs.

**FISCAL IMPACT**

There is no direct impact to the County General Fund.

The application requests \$200,000 in grant funding through the Rural County Grant program. All proposed activities will be funded through the grant if awarded, and any required match will be addressed in accordance with program requirements.

State of Utah  
 Governor's Office of Economic Opportunity  
 Rural County Grant Budget - Ammended

County: San Juan  
 Fiscal Year: 2026-2027

**\$ 200,000.00**

Count	Economic Development Project or Activity	Total Estimated Cost	Quantity of Grant Funds to be Used
1	Economic Development Staffing Capacity and Operations	\$ 1,000.00	\$ 1,000.00
1.1	Vehicle	\$ 15,000.00	\$ 15,000.00
1.2	Marketing and Branding	\$ 3,000.00	\$ 3,000.00
2	Basecamp Conference and Training	\$ 37,000.00	\$ 37,000.00
3	Easter Utah Economic Summit Contribution	\$ 1,000.00	\$ 1,000.00
4	Event Sponsorship	\$ 3,000.00	\$ 3,000.00
5	Business Support Grant	\$ 140,000.00	\$ 140,000.00
6			
7			
8			
9			
10			
		<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>



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

April 21, 2026

Governor's Office of Economic Opportunity (GOEO)  
Attn: James Dixon  
60 East South Temple, Suite 300  
Salt Lake City, Utah 84111-1041

**RE: Letter of Support – FY2026–2027 Rural County Grant Application**

To Whom It May Concern,

The San Juan County Commission has reviewed and supports the proposed FY2026–2027 Rural County Grant budget and application. The County is requesting \$200,000 in funding to support key economic development initiatives that strengthen local capacity, expand workforce opportunities, and support business growth across San Juan County. The proposed budget includes the following priority investments:

- **Economic Development Staffing Capacity and Operations (\$1,000)**, including support for administrative needs and program implementation.
- **Vehicle (\$15,000)** to improve transportation capacity for economic development activities, including site visits, regional coordination, and service delivery across the County's large and rural geographic area.
- **Marketing and Branding (\$3,000)** to enhance outreach, visibility, and engagement with businesses and community partners.
- **Business Basecamp Conference and Training (\$37,000)** to expand access to business education, workforce development, and capacity-building opportunities at both the county and community levels.
- **Eastern Utah Economic Summit Contribution (\$1,000)** to support regional collaboration and economic development partnerships.
- **Event Sponsorships (\$3,000)** to strengthen local events that contribute to economic vitality and community engagement.
- **Business Support Grants (\$140,000)** to provide direct assistance to local businesses for growth, expansion, and resilience.

The proposed budget reflects San Juan County's commitment to a strategic economic development plan. The San Juan County Commission formally supports this application and respectfully requests consideration and approval by the Governor's Office of Economic Opportunity.

Sincerely,

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Lori Maughan, Commission Chair



## COMMISSION STAFF REPORT

**MEETING DATE:** May 05, 2026

**ITEM TITLE, PRESENTER:** Consideration and Approval of Contract with the Business Education and Resource Center (BEAR Center) for Economic Development Program Delivery and Facility Use Presented by Talia Hansen, Economic Development Director

**RECOMMENDATION:** Staff recommend approval of the contract

### SUMMARY

San Juan County Economic Development is requesting approval of a contract with the Business Education and Resource Center (BEAR Center) to provide facility access and support services for program delivery.

The BEAR Center will serve as a designated program delivery site and community hub, supporting:

- Workforce development training
- Business and entrepreneurship programs
- Technical assistance services
- Community-based workshops and outreach
- Chamber of Commerce programming

This agreement allows the County to deliver services locally within rural and Tribal communities, increasing access and participation.

This contract is also necessary to initiate program delivery and begin processing payments under the USDA Rural Business Development Grant (RBDG) and other economic development initiatives.

### HISTORY/PAST ACTION

San Juan County was awarded funding through the USDA Rural Business Development Grant (RBDG) to support business development, workforce training, and technical assistance across the region.

During the initial project period, program implementation was delayed pending execution of required partner agreements. As outlined in project reporting, **contracts with facility partners are required prior to releasing funds and launching programming.**

The BEAR Center has been identified as a key partner due to its existing facilities and role as a regional business hub.

### FISCAL IMPACT

The total contract amount is not to exceed \$9,137, funded through the USDA Rural Business Development Grant (RBDG).

- \$6,750 – BEAR Center facility use and program delivery support
- \$2,387 – White Mesa training space and connectivity

No impact on the County General Fund is anticipated.

**STANDARD SERVICE PROVIDER CONTRACT**

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

Service Provider:	Business Education and Resource Center (BEAR Center)	Contact Phone Number:	435-271-7911
Contact Person:	Karry Deeter	Contact Email Address:	karry@thebearcenter.org
Address:	148 E Markle Rd La Sal UT 84530	Type of Service:	Economic Development Program Delivery, Facility Use, and Training Services

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

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

WHEREAS, San Juan County desires to obtain services to support economic development, workforce training, business development, and technical assistance programming across rural and Tribal communities; and

WHEREAS, the BEAR Center has represented that it has the facilities, capacity, and experience to provide program delivery space, training facilities, and support services; and

WHEREAS, the San Juan County Commission has authorized entering into an agreement for these services in alignment with funding sources including the USDA Rural Business Development Grant and other economic development initiatives;

The parties, therefore, agree as follows:

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

The Service Provider agrees to:

- A. Provide access to facilities including:
  - Training rooms
  - Conference space
  - Coworking areas
  - Internet and connectivity
- B. Serve as a program delivery site for:
  - Workforce development training
  - Business and entrepreneurship programs
  - Technical assistance services
  - Agriculture and food systems education
- C. Host County staff, contractors, and partners delivering economic development programming
- D. Provide space for:
  - Community meetings and outreach
  - Rural County Grant programming
  - Chamber of Commerce events and training
- E. Support hybrid and virtual programming using available technology

All services provided under this contract support program delivery and shared services and do not constitute direct financial assistance to individual businesses.

**2. Compensation.**

- A. San Juan County shall pay the Service Provider as follows:
  - \$6,750 for facility use and program delivery support
  - \$2,387 for White Mesa training space and connectivity
- B. Payment shall be made upon invoicing and verification of services.
- C. Total compensation under this contract shall not exceed \$9,137 unless modified by written amendment.
- D. Payment is subject to USDA RBDG funding requirements and County approval.

#### E. Additional Services and Funding

- Additional services or compensation beyond the amounts outlined in this contract may be authorized through written amendment or separate agreement, subject to funding availability and in accordance with applicable procurement and funding requirements.

**3. Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract shall remain in effect through December 31, 2027.

#### 4. Early Termination.

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

#### 5. Warranties.

- A. The Service Provider warrants to San Juan County that:
  - (1) All materials and equipment furnished under this contract shall be:
    - (a) New;
    - (b) Of reasonable quality; and
    - (c) Free from faults and defects; and
  - (2) All services performed under this contract shall:
    - (a) Be of reasonable quality;
    - (b) Conform with reasonable professional standards and
    - (c) Conform to codes, regulations, and laws.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated apply to this contract.

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

- A. A valid occurrence from commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
  - (1) Each occurrence - \$1,000,000.00;
  - (2) Medical Exp. (Any one person) - \$5,000.00;
  - (3) Personal and Adv. Injury - \$2,000,000.00;
  - (4) General aggregate - \$2,000,000.00; and
  - (5) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers' Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Worker's Compensation

and Employers' Liability insurance policy, the Service Provider shall provide San Juan County with the applicable issued waiver.

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

- 7. **Indemnification.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against San Juan County, San Juan County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("San Juan County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.
- 8. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>		<u>Service Provider</u>
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	<u>With a copy to:</u> San Juan County Attn: Attorney's Office PO Box 850 Monticello, UT 84535	Business Education and Resource Center (BEAR Center) 148 E Markle Rd La Sal UT 84530

- 9. **Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County and, thus, have no right to and shall not be provided with any San Juan County benefits.
- 10. **Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. **Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
  - A. Any discretion granted under this contract;
  - B. Any right to satisfy a condition under this contract;
  - C. Any remedy under this contract; or
  - D. Any obligation imposed under this contract.

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

- 12. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. **Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 14. **Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved

through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submit to the exclusive jurisdiction of such courts for purposes of any such proceeding.

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

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

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

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

<p>SAN JUAN COUNTY</p>  <p>By: _____</p> <p style="padding-left: 40px;">San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p>  <p>_____          Lyman Duncan          San Juan County Clerk/Auditor          Date: _____</p>	<p>Business Education and Resource Center (BEAR Center)</p>  <p>By: _____</p> <p>Its: _____</p>
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## COMMISSION STAFF REPORT

**MEETING DATE:** April 21, 2026

**ITEM TITLE, PRESENTER:** Consideration and Approval of Letter of Support for Amendment Request – FY2025–2026 Rural County Grant Presented by Talia Hansen, Economic Development Director

**RECOMMENDATION:** Staff recommends approval of the Letter of Support for the amendment request to the FY2025–2026 Rural County Grant and authorization for the Commission Chair to sign the letter.

### SUMMARY

San Juan County Economic Development is requesting Commission approval of a Letter of Support for an amendment to the FY2025–2026 Rural County Grant administered through the Governor’s Office of Economic Opportunity (GOEO).

The proposed amendment includes a reallocation of \$30,000 within the existing grant budget to better meet current implementation needs and improve service delivery across the county. The requested adjustments include:

\$15,000 for the purchase of a vehicle to support economic development activities, including site visits and regional service delivery across San Juan County’s large geographic area.

\$10,000 to expand the Business Basecamp and Training category to provide additional business education, workforce development, and capacity-building opportunities.

These changes align with the original intent of the Rural County Grant and will enhance the County’s ability to support local businesses, workforce development, and economic growth.

### HISTORY/PAST ACTION

San Juan County was awarded funding under the FY2025–2026 Rural County Grant to support economic development initiatives, including business support, workforce training, and community capacity-building.

As implementation has progressed, staff have identified opportunities to better align resources with on-the-ground needs. This amendment request reflects those adjustments and is consistent with allowable grant modifications through GOEO.

### FISCAL IMPACT

There is no additional fiscal impact to the County General Fund.

The proposed amendment reallocates existing grant funds within the approved FY2025–2026 Rural County Grant budget:

- Total reallocation amount: \$30,000
- No increase to the total grant award
- No additional County match required

This adjustment improves the efficiency and effectiveness of already awarded funds without increasing overall expenditures.



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

April 21, 2026

Governor's Office of Economic Opportunity (GOEO)  
Attn: James Dixon  
60 East South Temple, Suite 300  
Salt Lake City, Utah 84111-1041

RE: Letter of Support for Amendment Request – FY2025–2026 Rural County Grant

To Whom It May Concern,

The San Juan County Commission has reviewed and supports the proposed amendment to the FY2025–2026 Rural County Grant.

As part of ongoing implementation and to better meet evolving county and community needs, the Board recommends reallocating a total of \$30,000 within the existing grant budget as follows:

- \$15,000 to be designated under a subcategory for the purchase of a vehicle for transportation, which will support economic development activities, site visits, and improved service delivery across San Juan County's large and rural geographic area.
- \$10,000 to be reallocated to the Business Basecamp and Training category to expand and provide additional training opportunities at both the county and community levels. These funds will enhance access to business education, workforce development, and capacity-building resources for local businesses and residents.

This amendment aligns with the original intent of the Rural County Grant to strengthen economic development capacity, support workforce training, and improve infrastructure that enables business growth. The proposed adjustments will allow San Juan County to more effectively deliver services and respond to on-the-ground needs.

The Commission formally approves and recommends this amendment for consideration and approval by the Governor's Office of Economic Opportunity.

Sincerely,

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Lori Maughan, Commission Chair

State of Utah  
 Governor's Office of Economic Opportunity  
 Rural County Grant Budget - Ammended

2026-04

County: San Juan  
 Fiscal Year: 2025-2026

**\$ 200,000.00**

Count	Economic Development Project or Activity	Total Estimated Cost	Quantity of Grant Funds to be Used
1	Economic Development Staffing Capacity and Operations	\$ 5,000.00	\$ 5,000.00
1.1	Vehicle	\$ 15,000.00	\$ 15,000.00
2	Basecamp Conference and Training	\$ 37,000.00	\$ 37,000.00
3	Easter Utah Economic Summit Contribution	\$ 1,000.00	\$ 1,000.00
4	Event Sponsorship	\$ 2,000.00	\$ 2,000.00
5	Business Support Grant	\$ 140,000.00	\$ 140,000.00
6			
7			
8			
9			
10			
		<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>

**Instructions:**

1. Fill in the County Name and Fiscal Year
2. Describe or title your economic development projects and activities
3. Enter your total estimated costs per project and activity
4. Enter the amount of grant funds you will use for each project and activity. The total of grant funds will calculate in cell E6 and may not exceed the maximum amount of \$200,000

Note: Matching funds are not required for the Rural County Grant. Costs incurred in order to complete proposed projects and activities over and above the maximum award amount of \$200,000 will be paid for by the county through its funding sources.



**Certificate Of Completion**

Envelope Id: F3848C22-04B8-42D5-B8C8-2C77D9B29BD5	Status: Sent
Subject: Please Complete with DocuSign:	
Source Envelope:	
Document Pages: 1	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Rick Bailey
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	409 Silverside Rd Ste 105
	Wilmington, DE 19809
	rickbailey@thebancorp.com
	IP Address: 199.120.210.4

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Tonya Hobbs  
 thobbs@thebancorp.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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Operating Systems:	<b>Apple:</b> iPhone iOS 13.0+, iPad iOS 3.0+, iPod touch iOS 3.0+, Android 5.0+ <b>Windows:</b> Windows 8+, Windows Phone
Browsers (for SENDERS):	Latest Versions (stable release); Chrome, Firefox, Safari, Windows Edge
Browsers (for SIGNERS):	Latest Versions (stable release); Chrome, Firefox, Safari, Windows Edge
Email:	Access to a valid email account
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

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