



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
July 07, 2026 at 11:00 AM

AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meet link
<https://us02web.zoom.us/j/88279631170> 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. Ratification of the San Juan County State of Emergency Declaration on June 26, 2026

BUSINESS/ACTION

2. Consideration and Approval of the Letter of Comment on Proposed Bureau of Land Management Grazing Regulations Revisions. Nick Sandberg, Public Lands Coordinator
3. Consideration and Approval of the 2026 La Sal Fire Station Remodel and Septic Design Agreement for Professional Services between Jones & DeMille Engineering and San Juan County. Samuel Long, Facilities Maintenance Director
4. Consideration and Approval of a 5 Year Mutual Interest Agreement Scope of Work for the Forest Service Trail Maintenance. Todd Adair, SJC Road Superintendent
5. Consideration and Approval of the Federal Lands Access Program Project Memorandum Of Agreement. Todd Adair, SJC Road Superintendent
6. Consideration and Approval of the San Juan County Minimum Performance Standards between San Juan County and the Utah Department of Health and Human Services for State Fiscal Year 2022 Amendment 5. Mike Moulton, Public Health Interim Director
7. Consideration and Approval of the State of Utah Contract between the Department of Environmental Quality Division of Waste Management and Radiation Control and San Juan County for the Health Department to Use Oil Services. Mike Moulton, Public Health Interim Director
8. Consideration and Approval for the Fiscal Year 2026 Certified Property Tax Rate & Revenue. Lyman Duncan, Clerk/Auditor
9. CONSIDERATION AND APPROVAL OF A RESOLUTION OF THE SAN JUAN COUNTY, UTAH BOARD OF COMMISSIONERS CONFIRMING THAT SAN JUAN COUNTY WILL NOT SEEK TO IMPOSE A COUNTY OPTION RECREATION, ARTS, PARKS, ZOO, BOTANICAL, CULTURAL, RECREATIONAL, OR ZOOLOGICAL ORGANIZATION OR FACILITIES SALES AND USE TAX. Mitchell Maughan, County Attorney
10. Consideration and Approval of the Land Use Agreement with Critical Incident Management Team for Fair Ground for Babylon Fire. Tammy Gallegos, Emergency Services

EXECUTIVE SESSION

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

PUBLIC HEARINGS

COMMISSION REPORTS

ADJOURNMENT

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

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



SAN JUAN COUNTY
STATE OF EMERGENCY DECLARATION

WHEREAS, on June 26, 2026, the Babylon Fire ignited within the Bears Ears National Monument in San Juan County, Utah, and remains an active and ongoing wildfire; and

WHEREAS, on June 27, 2026, the Horsehead Fire ignited within San Juan County, Utah, and likewise remains an active and ongoing wildfire; and

WHEREAS, San Juan County is experiencing extreme drought conditions under an existing drought declaration, combined with Red Flag Warnings, critically low relative humidity, and extreme wind events that have created dangerous fire weather conditions and significantly increased the risk of rapid wildfire growth and new fire starts; and

WHEREAS, these active wildfires and extreme fire weather conditions have threatened public and private property, transportation corridors, utilities, critical infrastructure, natural resources, and the health and safety of residents and visitors throughout San Juan County; and

WHEREAS, emergency response operations are ongoing throughout the affected areas, requiring activation of the San Juan County Emergency Operations Plan, coordination with local, state, federal, and volunteer partners, and placing severe strain on county personnel and emergency response resources; and

WHEREAS, the cost and magnitude of responding to and recovering from the impact of these wildfires are far beyond the county's available resources; and

WHEREAS, these conditions constitute a local emergency pursuant to applicable provisions of Utah law and warrant the declaration of a State of Emergency for San Juan County;

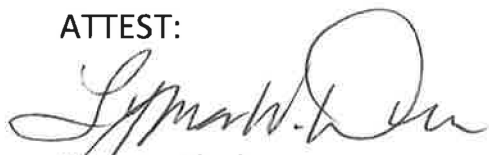
NOW, THEREFORE, the Chair of the San Juan County Commission hereby declares a State of Emergency on behalf of San Juan County and authorizes the expenditure of emergency funds from all available sources, the activation of mutual aid agreements, and the request for assistance from the State of Utah.

DATED this 1 day of June, 2026.



Chair, San Juan County Commission

ATTEST:



County Clerk



COMMISSION STAFF REPORT

MEETING DATE: July 7, 2026

ITEM TITLE, PRESENTER: Consideration and Approval of Letter of Comment on Proposed BLM Grazing Regulations Revisions, Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Approve and Sign Letter

SUMMARY

BLM has issued proposed changes to its livestock grazing regulations which are open for public comment until July 13, 2026. The proposed changes would help make the administration of livestock grazing more efficient and more consistent with today's internet capabilities and make all activities on public lands subject to Rangeland Health Standards among other changes.

HISTORY/PAST ACTION

The grazing regulations were last revised in 1995. A 2006 proposed revision was successfully challenged in court and remains permanently enjoined.

FISCAL IMPACT

Unknown

Department of the Interior Proposes Modernizing Grazing Regulations to Support Ranchers and Healthy Rangelands

Organization: Bureau of Land Management

Media Contact: Interior_Press@ios.doi.govInterior_Press@ios.doi.gov

Jun 1, 2026



A cow looks on as a crew works on a fence in Wyoming.

The Department of the Interior continues to ask for public input on a proposal to update how livestock grazing is managed on public lands. The Bureau of Land

Management's proposed grazing rule would give ranchers more flexibility, improve the health of rangelands and support rural communities across the West.

The proposal reflects the Trump administration's priority to reduce unnecessary regulatory burdens, promote productive working lands and strengthen local economies.

"For too long, ranchers and land managers have been forced to work under outdated rules that do not match today's challenges," **said Secretary of the Interior Doug Burgum.**

"President Trump has made it clear that we must cut red tape, support the people who feed our nation and ensure our public lands remain healthy for future generations. These updates will help us do exactly that."

The rule proposes two major actions – streamlined grazing administration and expanded rangeland health standards. The Bureau of Land Management plans to update definitions, simplify processes and clarify regulatory language. The changes are intended to make it easier for ranchers to respond quickly to changing conditions on the land.

For decades, rangeland health standards have focused mostly on grazing. The proposed rule would continue using the standards to assess land health but would broaden their use to cover all programs managed by the Bureau of Land Management.

The last major update to grazing regulations was in 1995. A 2006 revision was blocked in court, leaving the agency to operate under rules that have not kept pace with current needs.

As part of the 60-day comment period, the BLM will host a virtual information session, when the public will have an opportunity to learn more about the proposed grazing regulations. The session will be on June 11, 2026, from 5-7 p.m. MT, using [Microsoft Teams video conferencing](#). The comment period for the proposed rule closes on July 13, 2026.

Additionally, earlier this month, Interior rescinded the BLM's Public Lands Rule, formally known as the Conservation and Landscape Health Rule, reaffirming the Department's commitment to restoring balance in federal land management by prioritizing multiple use access, elevating local decision making, and supporting responsible energy development, ranching, grazing, timber production and recreation. The 2024 Public Lands Rule had elevated conservation, or what was described as "no use," to the same level as other uses outlined in the Federal Land Policy and Management Act.



SAN JUAN COUNTY COMMISSION

Lori Maughan	Chair
Jamie Harvey	Vice-Chair
Silvia Stubbs	Commissioner

July 7, 2026

U.S. Department of the Interior
 Director (630)
 Bureau of Land Management
 1849 C St. NW, Room 5646
 Washington, DC 20240

Attention: Acting BLM Director

Re: Proposed Revision of Grazing Regulations

Dear Sir:

We support most of the proposed changes to the grazing regulations with the intent to modernize and increase efficiency in the administration of livestock grazing operations. Some of the proposed revisions we support include the following:

- Clarification that cooperation (Section 4120.5-2) does include cooperation with state and county governments as well as their corresponding agencies in the administration of livestock grazing
- Recognition that all users and activities on public lands, not just livestock grazing, will be accountable to Rangeland Health standards
- Provision to include specific flexibility limits in grazing permit terms and conditions that will help livestock operators make timely adjustments to grazing operations in response to changing resource conditions
- Changing base property requirements to only require that the property serve as a base of livestock operations

We disagree with the proposed change that would make a stay of a decision automatic with the filing of an appeal. Many appeals that are filed are frivolous with the intent to slow or ultimately prevent the decision from being implemented. Other appeals may only object to a certain aspect of a decision with multiple parts. If an appeal would automatically stay a decision as stated in the proposed changes, this would unnecessarily delay decision implementation oftentimes based on a frivolous rationale or disagreement to only part of a multi-faceted decision.

We recommend that the current regulation on stays remain unchanged so that a request for stay is a separate action which must be filed with adequate rationale. In this way, an administrative law judge would determine whether to grant or deny a request for stay based on the stated rationale rather than a stay of the decision being an automatic process as proposed in the changes.

We appreciate this effort to revise the grazing regulations and for this opportunity to comment.

Sincerely,

Lori Maughan
Commission Chair



COMMISSION STAFF REPORT

MEETING DATE: July 7, 2026

ITEM TITLE, PRESENTER: Agreement for Professional Services with Jones & DeMille Engineering, Samuel Long, Facilities Maintenance Director

RECOMMENDATION: Approve the agreement

SUMMARY

The La Sal Fire Station lacks restroom facilities. This is an agreement with Jones & DeMille Engineering to provide design and construction administration services to add a restroom to the building.

HISTORY/PAST ACTION

La Sal Fire and other county staff have successfully worked to secure a CBDG grant to fund the project.

FISCAL IMPACT

\$87,000 from the CDBG grant.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Project Information	
Project Name:	San Juan County ▪ 2026 La Sal Fire Station Remodel and Septic Design
Project Number:	2601-058
Agreement Date:	May 1, 2026
Project Manager:	Wyatt Hansen
PM Phone Number:	435-896-8266

Client Information	
Client Name:	San Juan County
Contact Name:	Sam Long
Address:	PO Box 338 / 117 South Main Street
City, State, Zip:	Monticello UT 84535
Phone Number:	(801) 891-5513
Email Address:	samlong@sanjuancountyut.gov

This is an Agreement effective as of May 1, 2026, between **SAN JUAN COUNTY** (“OWNER”) and **JONES & DeMILLE ENGINEERING, INC.** (“ENGINEER”).

OWNER retains ENGINEER to perform professional services, in connection with San Juan County ▪ 2026 La Sal Fire Station Remodel and Septic Design (“Assignment”).

OWNER and ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1–ENGINEER’S SERVICES

1.01 Scope

- A. ENGINEER shall provide the services set forth in Exhibit A and shall not be responsible to provide any services not expressly contained in Exhibit A (Scope of Work) and Exhibit B (Standard Terms and Conditions).
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services set forth in Exhibit A.
- C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by ENGINEER for additional compensation.

ARTICLE 2–OWNER’S RESPONSIBILITIES

2.01 General

- A. OWNER shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3–TIMES FOR RENDERING SERVICES

- 3.01 ENGINEER’s services will be performed within the time period or by the date stated in Exhibit A.
- 3.02 If ENGINEER’s services are delayed or suspended in whole or in part by OWNER. ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided

for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4–PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:

1. OWNER shall pay ENGINEER for services rendered under this Agreement as described in Exhibit A and in the amounts and by the methods described in Exhibit C.
2. Approved Hourly Rates plus Reimbursable Expenses to be paid for services described in Exhibit A and to be paid as outlined in Exhibit C.
3. Or, if both the OWNER and the ENGINEER agree to a defined Scope of Work, a Lump Sum amount may be agreed upon. Lump sum progress payments may be invoiced monthly by percentage of completion throughout the project.

4.02 Other Provisions Concerning Payment

- A. *Adjustments.* ENGINEER’s compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted.
- B. *Reimbursable Expenses.* Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER’s consultants directly in connection with the Assignment.
- C. *For Additional Services.* OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

ARTICLE 5–DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER’s and OWNER’s representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

ARTICLE 6–CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

- A. *Exhibit A*, “Further Description of Services, Responsibilities, Time, and Related Matters,” consisting of 1 page.
- B. *Exhibit B*, “Standard Terms and Conditions,” consisting of 5 pages.
- C. *Exhibit C*, “Reimbursable Expenses Schedule,” consisting of 1 page, and “Engineering Services Hourly Rates,” attached hereto as Attachment C1 of Exhibit C, consisting of 1 page.
- D. *Exhibit D*, “Duties, Responsibilities, and Limitations of Authority of Resident Project Representative,” consisting of 4 pages.

6.02 Total Agreement

This Agreement (consisting of pages 1 to 3, inclusive, together with the Exhibits identified in Paragraph 6.01) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date which is indicated on page 1.

OWNER:

ENGINEER:

San Juan County

Jones & DeMille Engineering, Inc.

By: _____

By: Ryan Jolley

Name: _____

Name: Ryan Jolley

Date Signed: _____

Date Signed: May 1, 2026

Address for giving notices:

Address for giving notices:

PO Box 338 / 117 South Main Street
Monticello UT 84535

1535 South 100 West
Richfield UT 84701

Designated Representative:

Designated Representative:

Name: Sam Long

Name: Wyatt Hansen

Title: County Employee

Title: Project Manager

Phone Number: (801) 891-5513

Phone Number: (435) 896-8266

Email Address: samlong@sanjuancountyut.gov

Email Address: wyatt.h@jonesanddemille.com

This **EXHIBIT A**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 1, 2026.

Further Description of Services, Responsibilities, Time and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 ENGINEER's Services

- A. ENGINEER's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Engineer shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. ENGINEER and/or its consultants shall complete the Assignment and related work including the following:
 - a. The Scope of Work included in the Proposal provided as **Attachment A**, is hereby incorporated by reference.

A.2.01 OWNER's Responsibilities

- A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER:
 - a. The Owner Requirements included in the Proposal provided as **Attachment A**, is hereby incorporated by reference.
- B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.
- C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. The time period for the performance of ENGINEER's services shall be within the milestones established as follows:
 - a. The Schedule included in the Proposal provided as **Attachment A**, is hereby incorporated by reference.
- B. ENGINEER's services under this Agreement will be considered complete when all deliverables set forth in Exhibit A are submitted to OWNER.

This **EXHIBIT B**, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 1, 2026.

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01.B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by member of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. Independent Contractor

All duties and responsibilities and undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. Payments to ENGINEER

Retainer amounts shall be made in accordance with Article C4.01. Work will be halted if additional retainer amounts are not made in a timely manner.

4. Insurance

ENGINEER will maintain insurance coverage for Workers Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other disputes resolution costs) caused by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

d. In addition to the indemnity provided under paragraph B. 6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

e. The indemnification provision of paragraph B.6.01.B.5.a. is subject to and limited by the provisions agreed to by OWNER and ENGINEER in paragraph B.6.01.B.6, "Limit of Liability," of this Agreement.

f. ENGINEER's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event OWNER later elects to reduce design professional's scope of services, OWNER hereby agrees to release, hold harmless, defend and indemnify ENGINEER from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

6. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and consultants, or any of them to OWNER and anyone claiming by, through, or under OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of engineer or engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of compensation for services.

7. Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Assignment or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action, including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Assignment.

8. Dispute Resolution

a. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

e. The mediator shall not be a witness in any legal proceedings related to this Agreement.

9. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

10. Access

OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

11. Hazardous Environmental Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e., the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed there in connection with the Assignment. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.

12. Patents

ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

13. Ownership and Reuse of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by acting through OWNER.

14. Use of Electronic Media

a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, Engineer makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

15. Opinions of Probable Construction Cost

a. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-ways, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER, pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

16. Opinions of Total Project Costs

a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and OWNER's cost for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to OWNER pursuant to this Agreement.

b. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

17. Force Majeure

ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.

18. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

19. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

20. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

22. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

23. Controlling Law

This Agreement is to be governed by the law of the state in which the ENGINEER's principal office is located.

24. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

25. Betterment

If, due to the ENGINEER's negligence, a required item or component of the Project is omitted from the ENGINEER's construction documents, the ENGINEER shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the ENGINEER be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

26. Estimates of Probable Construction Cost

In providing estimates of probable construction cost, the OWNER understands that the ENGINEER has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the ENGINEER's estimates of probable construction costs are made on the basis of the consultant's professional judgment and experience. The ENGINEER makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the ENGINEER's estimate of probable construction cost.

This **EXHIBIT C**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 1, 2026.

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having a Determined Scope*

- A. The total fee for services under this Agreement is **\$87,000**. A retainer is required for select project types. If applicable, the required retainer amount is **\$-0-**, to be paid prior to the commencement of any work. Any paid retainer will be applied to the total fee.
- B. For a detailed breakdown of project phases, billing methods, and estimated fees, please refer to the Proposal provided as **Attachment A**.

C4.02 *Standard Hourly Rates*

- A. Standard hourly rates are set forth in Attachment C1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative, overhead, non-project operating costs, and operation margin or profit.
- B. The Approved Hourly Rates and Reimbursable Expenses may be adjusted or updated periodically (by mutual agreement of the parties) to reflect equitable changes in the compensation payable to ENGINEER or addition of new employee classes.

This ATTACHMENT C1, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 1, 2026.

Engineering Services Hourly Rates as of January 1, 2026

ENGINEERING SERVICES

Principal	\$ 295.00
Senior Planner	\$ 230.00
Planner III	\$ 160.00
Planner II	\$ 140.00
Planner I	\$ 115.00
Structural Engineer	\$ 275.00
Senior Project Manager II	\$ 285.00
Senior Project Manager I	\$ 255.00
Project Manager III	\$ 235.00
Project Manager II	\$ 215.00
Project Manager I	\$ 195.00
Assistant Project Manager	\$ 165.00
Senior Project Engineer IV	\$ 255.00
Senior Project Engineer III	\$ 235.00
Senior Project Engineer II	\$ 215.00
Senior Project Engineer I	\$ 195.00
Project Engineer III	\$ 185.00
Project Engineer II	\$ 175.00
Project Engineer I	\$ 165.00
Graduate Engineer III	\$ 160.00
Graduate Engineer II	\$ 140.00
Graduate Engineer I	\$ 125.00

CONSTRUCTION SERVICES

Senior Construction Project Manager II	\$ 205.00
Senior Construction Project Manager I	\$ 190.00
Construction Project Manager II	\$ 175.00
Construction Project Manager I	\$ 160.00
Senior Construction Engineering Technician III	\$ 220.00
Senior Construction Engineering Technician II	\$ 175.00
Senior Construction Engineering Technician I	\$ 155.00
Construction Engineering Technician III	\$ 140.00
Construction Engineering Technician II	\$ 125.00
Construction Engineering Technician I	\$ 110.00
Construction Contract Specialist III	\$ 195.00
Construction Contract Specialist II	\$ 150.00
Construction Contract Specialist I	\$ 115.00

SURVEY/STAKING SERVICES

Professional Land Surveyor III	\$ 225.00
Professional Land Surveyor II	\$ 200.00
Professional Land Surveyor I	\$ 185.00
Office Surveyor III	\$ 180.00
Office Surveyor II	\$ 170.00
Office Surveyor I	\$ 160.00
Field Surveyor III	\$ 160.00
Field Surveyor II	\$ 150.00
Field Surveyor I	\$ 125.00

LAB/MATERIALS TESTING

Testing rates/fees – available upon request	
Senior Materials Technician	\$ 155.00
Materials Technician III	\$ 130.00
Materials Technician II	\$ 110.00
Materials Technician I	\$ 95.00

ENVIRONMENTAL SERVICES

Environmental Project Manager	\$ 210.00
Environmental Specialist IV	\$ 185.00
Environmental Specialist III	\$ 165.00
Environmental Specialist II	\$ 150.00
Environmental Specialist I	\$ 140.00
Environmental Technician	\$ 115.00

ARCHITECTURAL SERVICES

Senior Architect	\$ 215.00
Architect II	\$ 190.00
Architect I	\$ 170.00
Architectural Project Manager II	\$ 200.00
Architectural Project Manager I	\$ 185.00
Architectural Designer III (non-licensed)	\$ 165.00
Architectural Designer II (non-licensed)	\$ 140.00
Architectural Designer I (non-licensed)	\$ 125.00

CAD SERVICES

Senior CAD Designer II	\$ 225.00
Senior CAD Designer I	\$ 190.00
CAD Designer III	\$ 165.00
CAD Designer II	\$ 155.00
CAD Designer I	\$ 140.00
CAD Technician II	\$ 115.00
CAD Technician I	\$ 105.00

GIS SERVICES

GIS Manager	\$ 200.00
GIS Specialist III	\$ 190.00
GIS Specialist II	\$ 165.00
GIS Specialist I	\$ 155.00
GIS Technician II	\$ 125.00
GIS Technician I	\$ 105.00

ADMINISTRATIVE

Project Accounting Manager	\$ 235.00
Project Accountant	\$ 135.00
Project Accounting Assistant	\$ 115.00
Contract Administrator	\$ 140.00
Strategic & Communication Manager	\$ 245.00
Project Administrative Manager	\$ 185.00
Administrator II	\$ 170.00
Administrator I	\$ 150.00
Project Administrative Assistant II	\$ 125.00
Project Administrative Assistant I	\$ 100.00
Website Specialist	\$ 135.00
Software Developer	\$ 290.00

INTERN SERVICES

Intern II	\$ 95.00
Intern I	\$ 85.00

OTHER DIRECT COSTS (ODC)

Vehicle Mileage (per mile)	\$ 0.725
Reimbursable Expenses	Cost
Professional Subconsultants	Cost + 15%

This **EXHIBIT D**, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 1, 2026.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 5 of the Agreement is supplemented to include the following agreement of the parties:

5.02 *Resident Project Representative*

- A. ENGINEER shall furnish a Resident Project Representative (“RPR”) to assist ENGINEER in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor’s work in progress and field checks of materials and equipment, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such RPR field checks or as a result of such RPR observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s Work, nor shall ENGINEER (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor’s work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor’s performing and furnishing of its work. The ENGINEER (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.01 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is ENGINEER’s representative at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of ENGINEER.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a. Serve as ENGINEER’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist ENGINEER in serving as OWNER’s liaison with Contractor when Contractor’s operations affect OWNER’s On-Site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with ENGINEER in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.
10. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system start-up reports.
- d. Immediately notify ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of ENGINEER, OWNER, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of ENGINEER's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

Jones & DeMille Engineering, Inc.
ATTACHMENT A



**Jones & DeMille
Engineering**

www.jonesanddemille.com | 800.748.5275

January 15, 2026

San Juan County
Attn: Sam Long
117 South Main Street
Monticello, UT 84535

RE: San Juan County – La Sal Fire Station – Remodel and Septic System Design

Mr. Long

We appreciate the opportunity to provide a proposal for the above-referenced project. It is our understanding that the owner, San Juan County is looking to remodel the existing Fire Station located in La Sal, Utah to include a restroom. The existing building is a pre-engineered metal building that provides parking for 4 fire vehicles and a conference/break room. The owner is requesting this proposal for architectural design services to design a remodel to the existing space that includes a restroom. The building is currently not connected to a sewer system and a septic system will be required. The design will conform to the 2021 International Building Code (IBC) and all applicable jurisdictional requirements. The restroom will need to be designed to ADA standards. JDE understands the owner intends to apply for the Community Development Block Grant (CDBG) to fund this project.

Jones & DeMille Engineering (JDE) and its subsidiary, Campbell Architecture (JDE/CA), have the necessary expertise to complete this project and are pleased to submit the following scope, assumptions, schedule, and fee proposal.

SCHEMATIC DESIGN

The proposed scope of work for Schematic Design is as follows:

- Conduct a kickoff coordination meeting with the Owner.
- Review project program, site constraints, and applicable building and life-safety codes.
- Perform (1) site visit to measure existing building.
- Prepare schematic design drawings including:
 - Schematic floor plan
 - Preliminary exterior elevations
 - Primary building sections
- Provide one (1) schematic design review meeting to obtain Owner approval.
- Incorporate one (1) round of Owner comments.
- Deliver a final schematic design package for written approval prior to beginning Pre-Construction Design Services.
- Provide probable cost of construction and project description.

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 314
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

20 West Main Street
Suite 112
Cortez, CO 81320
970.739.5408

PRE-CONSTRUCTION DESIGN SERVICES

The proposed scope of work for Pre-Construction Design Services is as follows:

- Civil Engineering Design Services
 - Establish horizontal and vertical control (NAD83 / NAVD88).
 - Perform ground-based topographic survey for necessary design elements only.
 - Prepare an existing-conditions base map in AutoCAD Civil 3D.
 - Septic System Design
 - Perform percolation testing in accordance with applicable state and local health department requirements.
 - Prepare a percolation test report for the authority having jurisdiction (AHJ).
 - Design a conventional septic system, including septic tank and leach field sizing.
 - Response to one round of agency comments.
 - Site Civil Design
 - Prepare utility layout for sewer septic system.
 - Provide construction notes and basic specifications.
 - Submit drawings suitable for building permit.
- Architectural Design
 - Prepare a complete, coordinated set of architectural construction drawings suitable for permitting and construction.
 - Design per 2021 IBC and all applicable local ordinances.
 - Drawings will be stamped by a Utah-licensed Architect.
 - Respond to plan review comments from Building Department.
 - Prepare revised drawings and resubmit as required by Building Department.
- MEP Design Services — Resolut
 - Plumbing
 - Domestic cold/hot-water piping and specification of plumbing fixture(s).
 - Electrical
 - Interior and exterior lighting systems.
 - Power distribution systems.
 - One-line diagrams, panel schedules, load calculations.
 - Mechanical
 - Coordinate equipment type.
 - Prepare heating/cooling load calculations.
 - Design general exhaust systems.

CONSTRUCTION ADMINISTRATION SERVICES

The proposed scope of work for Construction Administration Services is as follows:

- Construction Administration
 - Perform bi-monthly (twice per month) site visits for an anticipated 2-month duration (4 total visits).
 - Conduct meetings during each visit with owner and contractor.
 - Respond to and document RFIs.
 - Review submittals for conformance with design intent.
 - Process pay applications and change order requests.
 - Maintain construction logs and field reports.



- Construction Staking
 - Provide staking of building corners, gridlines, foundations, utilities, paving, grading, and other improvements as required.
 - Establish horizontal and vertical control benchmarks (NAD83 / NAVD88).
 - Provide digital cut sheets and staking reports.
 - Provide inspection reports documenting findings, corrective actions, and compliance.

ASSUMPTIONS & LIMITATIONS

- Schematic Design Changes: Any design changes after schematic design approval will be billed hourly until revised schematics are approved.
- Building Size Assumption: Fees are based on the remodel being limited to the existing building footprint. Any additions or other significant deviation may require renegotiation of fees.
- Geotechnical Report: Not included. If no report is provided, assumed soil values will be used; Owner accepts all associated risks.
- A conventional gravity septic system is assumed.
- All utilities, except sanitary sewer, are assumed to be existing, metered, and stubbed to the building. Civil site plans will not show water, gas, or electrical utilities.
- Permits: JDE/CA is not responsible for project-related permits, permit fees, training, or certification requirements.
- Utilities: Utility record drawings will be provided by utility providers; JDE/CA is not responsible for the accuracy of record data.
- Procurement: Contractor procurement, bidding, advertising, or bid management are excluded unless added separately.
- Construction Duration: Construction Administration fee assumes a 2-month construction period with 4 site visits.
- Exclusions: Landscape design, renderings, public involvement, photometrics, interior design, and other specialty studies are excluded unless requested.
- Unknown Conditions: JDE/CA is not responsible for unknown site or subsurface conditions revealed during design or construction.
- Owner Responsibilities: Owner will provide access, timely decisions, approvals, and all available existing documentation.

SCHEDULE

JDE will work to complete the above scope of work in a reasonable, timely manner according to the project and funding needs. An earnest effort will be made to complete the services within owner's time constraints.

FEES

The foregoing scope of work for architectural and engineering services can be completed for a lump sum fee per the schedule below. Progress payments will be invoiced monthly throughout the project. Any adjustments to the scope of work can be completed for a negotiated lump sum fee or according to JDE's standard hourly rates. JDE reserves the right to adjust billing rates based on market conditions. This fee proposal shall remain valid for 30 (thirty) days from the proposal's issuance date. If contract is not signed within said term, fees may be subject to review. The breakdown of fees are as follows:



Schematic Design	\$11,000
Pre-Construction Design Services	\$58,000
Construction Administration Services	\$18,000
TOTAL	\$87,000

CLOSURE

We appreciate the opportunity to support San Juan County on this important project. Our team has the experience and resources necessary to deliver a coordinated design and efficient construction process. Please review this proposal and let us know if any modifications are desired.

Sincerely,

JONES & DeMILLE ENGINEERING, INC.



Wyatt Hansen, P.E.
Project Manager





COMMISSION STAFF REPORT

MEETING DATE: July 7, 2026

ITEM TITLE, PRESENTER: 5 Year Agreement for Forest Service Trail Maintenance, Todd Adair, SJC Road Superintendent

RECOMMENDATION: Consideration and Approval

SUMMARY

5 Year Agreement for Forest Service Trail Maintenance. This is a Cooperative Agreement between the Forest Service and San Juan County for Trail Maintenance on Specific trails \$10,048.00 per year

HISTORY /PAST ACTION

N/A

FISCAL IMPACT

In kind match \$7,088.00 per Year

Included in Annual Budget



GRANT OR AGREEMENT AWARD COVER SHEET

FS OMB No. Item 4.
EXP: 05/31/2027

IDENTIFICATION INFORMATION

1. Federal Award Identification Number (FAIN): 26-CS-11041000-009 <i>(Agreement Number)</i>	2. Cooperator Agreement/Instrument #:
3. New <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Mod. Number _____ FFA Award <input type="checkbox"/> Master <input type="checkbox"/> Stand-Alone <input checked="" type="checkbox"/> SPA <input type="checkbox"/>	4. Instrument (Project) Title: Motorized Trail Maintenance in San Juan County
5. Authority U.S.C and Title: Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154	6. Assistance Listing Number and Title: 10.699 Partnership Agreements
7. Cooperator/Recipient Information (Must match SAM.gov): Name: County of San Juan Address: 117 S Main ST City: Monticello State UT Zip: 84535-7866	8. U.S. Forest Service Unit Address (where the work is being managed): Name: Manti-La Sal National Forest Address: 599 W Price River Drive Suite A City: Price State UT Zip: 84501
9. Cooperator Unique Entity Identifier (UEI): WCVABP2FEVA2	10. Master Agreement Number if SPA: N/A
11. Period of Performance: Start Date: _____ Expiration Date: 10/30/2030	12. Master Agreement Expiration Date: (SPA expiration date cannot exceed the Master)
13. Cooperator Program Manager: Name: Todd Adair Phone: (435) 459-6000 Email: tadair@sanjuancountyut.gov	14. U.S. Forest Service Program Manager: Name: Brian Murdock Phone: (435) 260-1209 Email: brian.murdock@usda.gov

FINANCIAL INFORMATION

15. Federal Funding to be Obligated to Cooperator: \$10,048.00	16. Cooperator Contribution Funds: \$7,088.00
17. Payment Method: No Funds <input type="checkbox"/> Reimbursable <input checked="" type="checkbox"/> Advance <input type="checkbox"/> Advance Period _____	18. Cooperator Match Percentage: 31.58%
19. Program Income/Revenue: No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	20. Cooperator Indirect Cost Rate (approved rate charged to award): De minimis <input type="checkbox"/> NICRA <input type="checkbox"/> Rate _____

REPORTING REQUIREMENTS

21. Performance Report Frequency: Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	22. Financial Report Frequency: Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
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ATTACHMENTS

The attachments listed below are hereby incorporated and made a part of this instrument.

23. REQUIRED FOR ALL INSTRUMENTS: <input checked="" type="checkbox"/> USDA FFA/MIA General Terms and Conditions <input checked="" type="checkbox"/> FS FFA/MIA/R&D General Terms and Conditions <input checked="" type="checkbox"/> Purpose/Scope of Work Narrative <input checked="" type="checkbox"/> Budget/Financial Plan <input type="checkbox"/> Other (specify): _____	24. REQUIRED DEPENDENT ON INSTRUMENT TYPE: <input checked="" type="checkbox"/> Statement of Mutual Benefit and Interest <input type="checkbox"/> Federal Financial Assistance Forms/Assurances <input type="checkbox"/> TFP/638 Project Proposals <input type="checkbox"/> Modification Purpose and/or Description <input type="checkbox"/> Other (specify): _____
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25. By signing this instrument, the signer certifies that they are vested with the authority to enter into this instrument.

Cooperator Signature:	Name and Title: LORI MAUGHAN, San Juan County Commission Chair	Date:
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26. This instrument, subject to the provisions above, is executed by The U.S. Forest Service Authorized Signatory:

Signature:	U.S. Forest Service Signatory Official (SO) Name and Title: BARBARA VAN ALSTINE, Forest Supervisor	Date:
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27. The authority and format of this instrument have been reviewed and approved for signature.

Signature: RITA ARENAS Digitally signed by RITA ARENAS Date: 2026.06.15 10:14:44 -06'00'	U.S. Forest Service Grants Management Specialist Name: RITA ARENAS	Date:
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Additional Contacts (if applicable):

28. Cooperator Program Manager: Name: Phone: Email:	29. U.S. Forest Service Program Manager: Name: Rita Arenas, Grants Management Specialist (Admin Contact) Phone: (505) 842-3174 Email: rita.arenas@usda.gov
30. Cooperator Program Manager: Name: Phone: Email:	31. U.S. Forest Service Program Manager: Name: Phone: Email:

Any additional contacts shall be included in an attachment to this instrument.

Additional Signatories (if applicable):

By signing this instrument, the signer certifies that they are vested with the authority to enter into this instrument.

32. Cooperator Signature:	Name and Title:	Date:
---------------------------	-----------------	-------

33. Cooperator Signature:	Name and Title:	Date:
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This instrument, subject to the provisions above, is executed by The U.S. Forest Service Authorized Signatory:

34. Signature:	U.S. Forest Service Signatory Official (SO) Name and Title:	Date:
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35. Signature:	U.S. Forest Service Grants Management Specialist Name:	Date:
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Any additional signatories shall be included in an attachment to this instrument.

PAPERWORK REDUCTION ACT STATEMENT

According to the Paperwork Reduction Act of 1995, a Federal agency may not conduct or sponsor, and a person is not required to respond to, an information collection request unless it displays a valid Office of Management and Budget (OMB) control number. The valid OMB control number for this information collection request is 0596-0217. Response to this information collection request is mandatory to obtain or retain benefits. The authority for this information collection request is Paperwork Reduction Act (Pub. L. No. 96-511, 94 Stat. 2812, as amended by Pub. L. 104-13) 44 U.S.C. §§ 3501–3521. The time required to complete this information collection request is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, collecting and maintaining the data needed, and completing and reviewing the information collection request. Send comments regarding this burden estimate or any other aspect of this information collection request, including suggestions for reducing the burden, to Forest Service Information Collections Officer, SM.FS.InfoCollect@usda.gov, with OMB control number 0596-0217 in the subject line.

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.



Exhibit: A

USFS Agreement # 26-CS-11041000-009

MUTUAL INTEREST AGREEMENT SCOPE OF WORK

Background: As motorized recreation has increased over the last several decades on the Moab and Monticello Ranger Districts of the Manti-La Sal National Forest (MLSNF), the demand for motorized users to ride and drive on quality, sustainable and maintained trails has also increased. As a result, the MLSNF and San Juan County (SJC) first entered into a motorized trail maintenance agreement (05-CS-11041000-012) in 2005 and again in 2011 (11-CS-11041000-013). Both agreements were successful and allowed for multiple trails to be maintained to U.S. Forest Service (USFS) standards. This agreement replaces the previous one and will add several new trail sections to the maintenance schedule.

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to maintain motorized trails to USFS standards to provide the public a safe, sustainable and quality motorized trail experience on the Moab and Monticello Ranger Districts. All work will be performed in accordance with the following Statement of Work (Exhibit A) and Financial Plan (Exhibit B).

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The mission of the U.S. Forest Service includes providing safe sustainable and quality trail experiences to the public. Decreased staffing levels for USFS trail crews have made it difficult to maintain all motorized trails. To fulfill the agency's mission, USFS is seeking to partner with SJC which has heavy equipment and certified operators that make motorized trail maintenance efficient.

Access to safe, sustainable and quality motorized trail experiences is valued by residents and visitors to SJC. Partnering with the USFS on this project will enhance recreation opportunities within the county, as well as bolster tourism and the local economy.

In consideration of the above premises, the parties agree as follows:

III. THE COOPERATOR SHALL:

- A. Ensure that maintenance activities performed on the motorized trails listed in section VI comply with USFS standards.
- B. Provide a heavy equipment operator and trail dozer to maintain appropriate width and drainage for the listed trails.
- C. Coordinate with the Moab and Monticello Ranger Districts on all trail maintenance and report annually on what work they were able to accomplish.



IV. THE FOREST SERVICE SHALL:

- A. Coordinate and assist in maintaining the motorized trails listed in section VI.
- B. Utilize trail crews to clear the trail of logs and brush allowing SJC to focus on the tread maintenance with their heavy equipment.
- C. Provide trail signage and materials (when needed) to maintain the trails.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT THE FOLLOWING TERMS APPLY:

- A. **U.S. DEPARTMENT OF AGRICULTURE GENERAL TERMS AND CONDITIONS.** In accordance with Secretarial Memorandum 1078-021, the USDA General Terms & Conditions for Mutual Interest Agreements dated December 31, 2025, and its implementing regulations, 2 CFR 400, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These Departmental policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement and located at: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions?utm_medium=email&utm_source=govdelivery
- B. **FOREST SERVICE GENERAL TERMS AND CONDITIONS.** The Forest Service General Terms & Conditions Mutual Interest Agreement dated February 14, 2026, and its implementing regulations, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These federal policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement, located at <https://www.fs.usda.gov/working-with-us/grants/terms-conditions>
- C. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS (FS GTC 2.2.1)** . The cooperator agree(s) that any of the Cooperator/Recipient employees, volunteers, and program participants shall not be deemed to be Federal employees for any purpose including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the cooperator has hereby willingly agreed to assume these responsibilities.
- D. **LIMITATION OF FUNDS.** Forest Service funds in the amount of **\$10,048.00** are currently available for performance of this agreement through **October 30, 2030**. The Forest Service’s ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until the Cooperator receives notice of availability confirmed in a written modification by the Forest



Service.

VI. PROJECT SPECIFICATIONS

A minimum of 10 miles of motorized trail will be maintained to standard each year. Maintenance will include removing downed trees from the trail and maintaining tread including clearing drainages, grade reversals, bench cuts, and outsoles. All trail maintenance will adhere to U.S. Forest Service trail standards for motorized trails and will be performed on the following trails:

Trail Name	Trail Mileage
Shay Ridge Trail #162	5
Davis Pocket #427	1
Wagon Wheel Trail #168	3
Horse Mountain Trail #444	2.5
White Rim Trail #424 and 425	11
Chimney Park #010	5
Pipeline Trail #167	1
Shay Mountain #437 and 435	6
Beef Basin #423	2.6
Gooseberry Point #445	3
Brumley Creek #969 and 970	2.2
Camp Jackson # 016	4
Slaughter Flats Connector #982	.2
Two Mile Trails # 979, 980, 981,983	6
Dual Designated Forest Roads (# 4203, 4746, 4745, 4805, 4806 and 5534)	6
Total:	58.5

VII. TIMELINE & MILESTONES

- A. Trail maintenance activities will be performed each year during the field season (approximately June – October) on a minimum of 10 miles of motorized trails over the next five years (2026 – 2030).
- B. Annual Performance and Financial Reports will be due no later than March 31st for work performed in the prior year.

Overall Estimated Project Timeline	Start Date	End Date
	6/1/26	10/30/30



Milestones	Start Date	End Date
10 miles of trails maintenance	6/1/26	10/30/26
2026 Performance and Financial Reports	1/1/27	3/31/27
10 miles of trails maintenance	6/1/27	10/30/27
2027 Performance and Financial Reports	1/1/28	3/31/28
10 miles of trails maintenance	6/1/28	10/30/28
2028 Performance and Financial Reports	1/1/29	3/31/29
10 miles of trails maintenance	6/1/29	10/30/29
2029 Performance and Financial Reports	1/1/30	3/31/30
10 miles of trails maintenance	6/1/30	10/30/30
Final Performance and Financial Reports	10/31/30	2/27/31

Exhibit: B

USFS Agreement No.:

26-CS-11041000-009

Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$4,188.00	\$2,240.00	\$1,920.00	\$0.00	\$8,348.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$7,808.00	\$4,880.00	\$0.00	\$12,688.00
Supplies/Materials	\$430.00	\$0.00	\$0.00	\$0.00	\$430.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$4,618.00	\$10,048.00	\$6,800.00	\$0.00	\$21,466.00
Coop Indirect Costs			\$288.00		\$288.00
FS Overhead Costs	\$692.70				\$692.70
Total	\$5,310.70	\$10,048.00	\$7,088.00	\$0.00	\$22,446.70
Total Project Value:					

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (c) = (f)	(f) 68.42%
Total Cooperator Share (c+d) ÷ (c) = (g)	(g) 31.58%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation				
Job Description		Cost/Day	# of Days	Total
GS11-Rec Manager		\$244.00	7.00	\$1,708.00
GS 06 Trail Crew Lead		\$133.00	10.00	\$1,330.00
GS05 Trail Crew Member		\$115.00	5.00	\$575.00
GS05 Trail Crew Member		\$115.00	5.00	\$575.00
Total Salaries/Labor				\$4,188.00

Travel

Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Total Travel				\$0.00

Equipment

Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Total Equipment				\$0.00

Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Box of carsonite signs		2.00	\$215.00	\$430.00
Total Supplies/Materials				\$430.00

Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
Total Printing				\$0.00

Other Expenses

Standard Calculation				
Item		# of Units	Cost/Unit	Total
Total Other				\$0.00

Subtotal Direct Costs

\$4,618.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
15.00%	\$4,618.00		\$692.70
Total FS Overhead Costs			\$692.70

TOTAL COST

\$5,310.70

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Heavy Equipment Operator	\$320.00	7.00		\$2,240.00
Total Salaries/Labor				\$2,240.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Trail Cat	1.00	\$976.00	8.00	\$7,808.00
Total Equipment				\$7,808.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
Total Supplies/Materials				\$0.00

Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
Total Other				\$0.00

Subtotal Direct Costs	\$10,048.00
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$10,048.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$10,048.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Equipment Operator		\$320.00	6.00		\$1,920.00
Total Salaries/Labor					\$1,920.00

Travel

Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Total Travel					\$0.00

Equipment

Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Trail Cat	1.00	\$976.00	5.00		\$4,880.00
Total Equipment					\$4,880.00

Supplies/Materials

Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
Total Supplies/Materials					\$0.00

Printing

Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
Total Printing					\$0.00

Other Expenses

Standard Calculation					
Item		# of Units	Cost/Unit		Total
Total Other					\$0.00

Subtotal Direct Costs

\$6,800.00

Cooperator Indirect Costs

Current Overhead Rate	Modified Total Direct Costs		Total
15.00%	\$1,920.00		\$288.00
Total Coop. Indirect Costs			\$288.00

TOTAL COST

\$7,088.00



COMMISSION STAFF REPORT

MEETING DATE: July 7, 2026

ITEM TITLE, PRESENTER: Fed Lands Access Program Project MOA, Todd Adair, SJC Road Superintendent

RECOMMENDATION: Consideration and Approval

SUMMARY

Federal Lands Access Program Project Memorandum and Agreement for the UT FLAP SJCR 285 (1) Johnson Creek Paving Project

HISTORY/PAST ACTION

Commission Approved Application for this Grant June 3, 2025, 4 miles of roadway paving on Johnson Creek, CR285

FISCAL 0% Match

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

[June 11, 2026]

Project / Facility Name: UT FLAP SJC 285(1)

Project Route: Johnson Creek Paving

State: UT

County: San Juan County

Owner of Federal Lands to which the Project Provides Access: Manti-La Sal National Forest

Entity with Title or Maintenance Responsibility for Facility: San Juan County

Type of Work:

Preliminary Engineering: Environmental compliance, preliminary and final design, all necessary permits

Right of Way: Acquisition of all right of way and easements needed for the project

Construction/Construction Contracting: Acquisition by contract of construction work in accordance with the (plans, specifications, and estimate

Construction Engineering: Administration of the construction contract

This Agreement does not obligate (commit to) the expenditure of Federal funds, nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD), Manti-La Sal National Forest, and San Juan County.

The Program Decision Committee approved this project on

February 3, 2026

Date

AGREED:

Todd Adair
Road Superintendent
San Juan County

Date

Barbara C. Van Alstine
Forest Supervisor
US Department of Agriculture
Manti-La Sal National Forest

Date

Vivien Hoang
Chief of Business Operations, FHWA-CFLHD

Date

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
[June 11, 2026]

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental review, design, right-of-way, utilities, acquisition, and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the environmental review process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the environmental review process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT

San Juan County holds jurisdictional responsibility for the operation and maintenance of the existing roadway. Targeted project agreements executed between San Juan County and the U.S. Forest Service will be used to manage future maintenance lifecycles and associated costs.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

San Juan County has coordinated project development with the USFS. The Manti-La Sal National Forest support of the project is documented in the Utah Federal Lands Access Program Project Application for this project submitted by San Juan County to FHWA-CFLHD. Each party to this agreement that has a primary role in the environmental review process, design, or construction shall coordinate their activities with the USFS.

E. PROJECT BACKGROUND/SCOPE

Purpose and Need: The purpose of this project is to improve public access and safety for a diverse range of users, including recreational visitors. As one of the main entrances to Bears Ears National Monument and Forest Service lands with key sites such as Nizhoni Campground, Dry Wash Reservoir, and nearby trailheads; the improved road will better support increased visitation and reduce maintenance needs, decreasing the dust levels, improved travel to the public during rainstorms, and wash boarding to allow for safer travel.

The project will pave Johnson Creek Road from the U.S. Forest Service boundary to just past the Nizhoni Campground entrance, replacing the existing gravel surface to improve access and reduce maintenance requirements.

Project Location: Johnson Creek Road is located approximately 8.4 miles northwest of Blanding, Utah. The project limits begin at the terminus of the existing paved section of Johnson Creek Road, which is

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

[June 11, 2026]

designated as County Road 285. The roadway remains County Road 285 throughout the project corridor. The road has a rolling terrain, south facing setting and follows the valley slope with gentle hills along its alignment. The road is maintained by San Juan County per an agreement with the Forest Service.

General Project Description: The scope of this project is (4R) Construction, Reconstruction, Resurfacing, and Restoration of approximately 4.6 miles of roadway improvements, beginning at the end of the existing paved section of Johnson Creek Road and extending to just past the Nizhoni Campground entrance. Scope items include:

- Proposed 3 inches of asphalt pavement over 6 inches of aggregate base
- Providing a consistent 22-ft roadway width
- Parking areas at the start of the project
- Formalized 4 pullouts along the project
- Paved approaches with 4 ft aprons on signed FS roads.
- The 4R work includes realigning three road intersections :
 - Johnson Creek Cutoff
 - Tate Trail
 - Gooseberry

Environmental Compliance and Permitting: FHWA-CFLHD will be the lead agency for the environmental review process (compliance with NEPA and related laws and regulations, including Section 106 of the National Historic Preservation Act, Section 7 of the Endangered Species Act, and associated consultations) and for Clean Water Act permitting. It is anticipated that this project can be approved under an FHWA Categorical Exclusion. Clean Water Act permits are anticipated.

Environmental compliance will include biology and cultural technical studies with fieldwork, background research, report writing, and consultations with the tribes, the Utah State Historic Preservation Office (SHPO), and the U.S. Fish and Wildlife Service (USFWS). Main resource issues to address include special-status species, historic properties, wetlands and waters of the U.S., recreational use, grazing land, and stream crossings. Standard construction practices and mitigation measures are expected to be sufficient to address these impacts. NEPA compliance is expected to be documented with a Categorical Exclusion.

Survey: FHWA-CFLHD anticipates aerial surveys.

Highway Design and Safety: The project scope includes 4.6 miles of 4R improvements with a proposed typical section of 22-foot paved roadway consisting of two 10-ft lanes and 1-ft shoulders.

Pavement Design: The preliminary pavement recommendation is a typical section of 3 inches of asphalt on 6 inches of aggregate based on field conditions and estimated traffic.

Structure/Bridge Design: There are no existing bridges or major structures along the project.

Geotechnical: FHWA-CFLHD will perform geotechnical testing to analyze roadway fill depth and cut slope stability for final design requirements.

Hydrology/Hydraulics: The route's drainage is mainly ditches and cross-drainage with about 26 culverts, predominantly 18-inch corrugated metal pipes and most under 36 inches, and generally in good condition with little visible scour or sediment. Existing culverts under the recommended 24 inches will be upsized to meet FHWA-CFLHD standards, while pipes in good condition with adequate cover may be retained and cleaned or extended with new end sections. Culverts in deep fill will be evaluated by FHWA-CFLHD for capacity and condition, and relief culverts may be added.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
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Right of Way: The project corridor is entirely upon National Forest lands, with San Juan County operating and maintaining the road within a 66-foot right-of-way agreement. There is a Cooperative Forest Road Agreement 23-RO-11041000-008, April 25, 2023, for conditions and stipulations of the County’s construction, operation, and maintenance responsibilities. The road’s apparent centerline serves as the boundary between Manti-La Sal National Forest and Bears Ears National Monument (Forest Service lands administered by the Forest Service).

While the initial FLAP application anticipated no new right-of-way (ROW) requirements, any necessary additional right-of-way easements would be obtained on the east side of the road on the Manti-La Sal National Forest lands.

Utilities: A City of Blanding water line runs adjacent to the road from approximately Sta. 50+00 to 90+00 on the west side and then crosses the road at approximately Sta. 90+00; however, it is not anticipated to be impacted. Coordination with the Forest Service, San Juan County, and the construction contractor will be necessary to prevent conflicts with the water utility. There is also an irrigation ditch, approximately at Sta. 53+00, running through a portion of the project that must be accommodated. More information about the irrigation ditch will be researched during project development to ensure it is not impacted. There is also an existing non-pressurized waterline running between approximately Sta. 225+00 to 238+00 along the east side of the roadway, then crosses the road at approximately Sta. 237+50. It is not anticipated to be impacted.

Construction: Construction can likely occur in one season, beginning in early April, with paving scheduled for September and final contract completion in October.

Full closures are allowed before Memorial Day weekend. After Memorial Day access must be maintained from the beginning of the project to the intersection with Road 5240 (Johnson Creek Cutoff). Closures during fall (hunting season) should be avoided.

F. PROJECT BUDGET

Item	Estimated Cost	Comments
Preliminary Engineering (PE) and Environmental Compliance	\$1,689,000	Includes scoping.
ROW Acquisition & Utility Relocation		Paid for by San Juan County.
Construction Contract (CN)	\$10,075,000	FY29
Construction Engineering (CE)	\$1,563,000	
Contingency	\$1,373,000	13.8% Contingency on CN only.
Total	\$14,700,000	100% FLAP funding.

G. ROLES AND RESPONSIBILITIES

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
[June 11, 2026]

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> ● Develop and sign this Memorandum of Agreement ● Manage project schedule and all project costs ● Lead the development of the plans, specifications, and estimate (PS&E) in accordance with FHWA-CFLHD standards, policy, and guidance (note that engineering deliverables prepared by federal employees will not be signed or stamped) ● Document any design exceptions to the AASHTO standards, agreed upon by the project team, on FHWA-CFLHD’s highway design standards form ● Lead all federal environmental compliance (including, but not limited to, NEPA, the National Historic Preservation Act, and the Endangered Species Act) ● Prepare and approve environmental documents and make project decisions based on the documents ● Conduct ROW research and obtain title reports for private parcels as required ● Prepare right-of-way plans, legal descriptions, and other documents required for a Highway Easement Deed, if necessary. ● Identify utility conflicts and prepare utility conflict maps, if necessary ● Request utility surface locates prior to topographic survey. ● Conduct preliminary engineering towards the development of the PS&E construction contract package ● Obtain all permits required for Federally constructed projects. ● Advertise and award the contract (bids will not be solicited by FHWA-CFLHD until maintaining agency has concurred with the plans and specifications and provided signed ROW and utility certifications) ● Perform construction engineering/administration of the construction contract ● Include Partnering in the construction contract ● Provide a Project Engineer on site for construction administration 	

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
[June 11, 2026]

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> ● Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction is consistent with the PS&E ● Ensure that the contractor will bear all expenses of maintaining traffic, other than snow removal and normal state, county, and city maintenance work ● Verify adherence to environmental documents and permits ● Set up and lead final inspection upon completion of construction 	
San Juan County	<ul style="list-style-type: none"> ● Review and sign this Memorandum of Agreement and other financial agreements (if required), within sixty days of receiving the notification letter ● Attend reviews and meetings ● Provide available data, including on traffic, crashes, material sources, construction costs, agreements, and other technical subjects, within two weeks of request ● Review the environmental documents, plans, estimate, and specifications at each phase of design, and provide comments within two weeks of receipt ● Coordinate with FHWA-CFLHD on environmental related issues ● Coordinate with the other parties to create an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements ● In coordination with the FHWA-CFLHD project manager, ensure that completed PS&E documents are consistent with the intended outcome ● Acquire and fund appropriate local and state permits prior to advertisement of the project ● Acquire Temporary Construction Easements (TCEs) if necessary ● If Highway Easement Deed (HED) is required, sign statement of legal sufficiency upon review of the draft HED 	<p>San Juan County responsible for TCE costs.</p>

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
[June 11, 2026]

Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> ● Perform reviews and provide information needed to support FHWA-CFLHD in resolution of contract disputes. 	
Manti-La Sal National Forest	<ul style="list-style-type: none"> ● Review and sign this Memorandum of Agreement within 60 days of receiving the notification letter ● Attend reviews and meetings ● Provide in a timely manner available data including but not limited to existing agreements or technical data ● Review the environmental documents, plans and specifications at each phase of design, and provide comments within two weeks ● In coordination with the FHWA-CFLHD project manager, ensure that completed PS&E documents are consistent with the intended outcome ● Provide overall direction regarding FLMA policy and administration for the project ● Concur with the final plans and specifications ● If required, issue a right of entry and Letter of Consent to transfer a Highway Easement Deed within 4 months of receipt of request ● Provide a fire plan for incorporation into the Special Contract Requirements or approve the use of standard specification language ● Coordinate with FHWA-CFLHD to identify an appropriate revegetation plan and provide a seed mix and any recommendations for soil amendments for inclusion in the Special Contract Requirements ● Provide support to FHWA-CFLHD (respond to questions regarding environmental issues), as requested, for the development of environmental documents ● Develop a public information program in coordination with FHWA-CFLHD and the maintaining agency ● Partnering included in the construction contract ● Designate a representative who will be the primary contact for the FHWA-CFLHD's Construction staff ● Continue to update and implement the public information program 	

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
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Responsible Party	Product/Service/Role	Comments
	<ul style="list-style-type: none"> Consider proposed design changes, evaluate change impacts, and concur with changes as needed, ensuring that changes meet the requirements intended in the PS&E Attend final inspection upon completion of construction 	

H. ROLES AND RESPONSIBILITIES—SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Finish	Comments
Maintaining Agency (San Juan County)	Signed MOA and other financial documents	September 8, 2026	
FHWA-CFLHD	30% Design	2027	
FHWA-CFLHD	Environmental Compliance	Summer 2028	Development and completion of environmental studies and documentation
Maintaining Agency (San Juan County)	Signed ROW and Utility Certifications	Spring 2029	Finalize ROW and Temporary Construction Easements (TCEs) if necessary.
FHWA-CFLHD	Final Design	Summer 2029	Development of PS&E
FHWA-CFLHD	Obtain appropriate Permits	Spring 2029	
Maintaining Agency (San Juan County)	Obtain appropriate local and state permits	Spring 2029	
FHWA-CFLHD	Advertise, Award and NTP	Fall 2029	Dependent on funding availability.
FHWA-CFLHD	Administer Construction Contract	2030	Construction Engineering

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO	
Functional Classification	Rural Local Road	
Surface Type	Asphalt Pavement	22-foot paved width

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
[June 11, 2026]

Criteria		Comments
Design Volume	<200 200-500 (Seasonal)	ADT from FLAP application. Traffic counters encountered within the project limits. Data will be requested during the design phase.

J. FUNDING

Funding Source	Estimated Funding	Comments
Federal Lands Access Program	\$14,700,000	Project fully FLAP funded.
Total	\$14,700,000	

If during implementation of the project it is determined that the total project cost exceeds \$14,700,000, the Central Federal Lands Highway Division, the San Juan County, and Manti-La Sal National Forest will either mutually agree to reduce the scope of the project or execute a modification to this agreement to change funding amounts.

K. LEVERAGED/PARTNER-PROVIDED FUNDS

This project is 100% funded by FLAP.

L. PROJECT TEAM MEMBERS—POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

Name/Title	Organization	Phone Number/Email
Todd Adair Road Superintendent San Juan Count	San Juan County	(435) 459-6000 tadair@sanjuancountyut.gov
Orlando Cortez USFS – District Ranger Monticello Ranger District	USFS	(575) 495-5635 Orlando.Cortez@usda.gov
Larry Nechanicky Project Manager	FHWA-CFLHD	(720) 963-3644 larry.nechanicky@dot.gov

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all the parties.

FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT
[June 11, 2026]

The types of changes requiring agreement of all parties include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local leveraged funds, either in type or responsibility; and changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA-CFLHD	Local/State Agency	FLMA	Time
Larry Nechanicky, Project Manager	Todd Adair Road Superintendent San Juan Count	Daniel Luke Forest Engineer Daniel.luke@usda.gov (435) 609-1994	30 days
Wendy Longley, Project Management Branch Chief	San Juan County Administrator (435) 587-3223	Orlando Cortez USFS – District Ranger Monticello Ranger District	60 days
Curtis Scott, Chief of Engineering	Lori Maughan Commission Chair lmaughan@sanjuancountyut.gov (435) 587-3223	Barbara Van Alstine Forest Supervisor Barbara.vanalstine@usda.gov (909) 404-7239	90 days

O. TERMINATION

This agreement may be terminated by a funding party upon 30 calendar days after written notice to the other parties. This agreement may also be terminated if either the environmental review (or other state environmental compliance) process or funding availability requires a change, and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the funding parties’ financial liabilities shall be in the amount of the applicable share percentages of the total reasonable costs expended on the project prior to the effective date of termination. Reasonable costs shall include all items/services rendered and the costs of any non-cancelable obligations incurred prior to the effective date of termination.



COMMISSION STAFF REPORT

MEETING DATE: July 7, 2026

ITEM TITLE, PRESENTER: Consideration and approval of the San Juan County - Minimum Performance Standards SFY22 Amendment 5, Presented by Mike Moulton, Public Health Interim Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this amendment is to:

- Add FY26 funds in the amount of \$163,603.00
- Replace Attachment "A" to include the FY27 award amount.

HISTORY/PAST ACTION

Commission approval of the initial agreement and previous amendments.

FISCAL IMPACT

DHHS agrees to advance up to 25% of the \$163,603.00 each quarter from July 1, 2025, through June 30, 2026.



**Department of Health
& Human Services**

AMENDMENT

2118107

Department Log Number

212702557

State Agreement ID

1. AGREEMENT NAME: San Juan County - Minimum Performance Standards SFY22 Amendment 5
2. PARTIES: Utah Department of Health and Human Services (“**DHHS**”) and San Juan County (“**Grantee**”)
3. PURPOSE OF AMENDMENT: The purpose of this amendment is to add FY27 funds and replace Attachment "A" to include the FY27 award amount.
4. CHANGES TO AGREEMENT:
 1. Adding FY27 funds in the amount of \$163,603.
 2. Updating Attachment A to include FY27 funding.

UEI: WCVABP2FEVA2

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

5. EFFECTIVE DATE OF AMENDMENT: 07/01/2026

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Contract with Utah Department of Health and Human Services and San Juan County , Log # 2118107

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

Signed by: _____

Lori Maughan
Commission Chair

Date Signed: _____

Attachment A: Scope of Work
San Juan HD - Minimum Performance Standards SFY22

Article 1
DEFINITIONS

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

"Minimum Performance Standards" (MPS) means Utah Administrative Code, R380-40, Local Health Department Minimum Performance Standards.

Article 2
SERVICE REQUIREMENTS

2.1 The Subrecipient shall:

- (1) use these funds to comply with the Utah Administrative Code, Rule R380-40, Local Health Department Minimum Performance Standards;
- (2) complete the Minimum Performance Standards Attestation Checklist no later than July 1 each year; and
- (3) submit the County's annual per capita contribution to the local health department for delivery of minimum performance standards to the Utah Association of Local Health Departments no later than July 1 of each year.

Article 3
FUNDING

3.1 Funding.

- (1) \$163,603.00 for the period July 1, 2026 to June 30, 2027.

3.2 DHHS agrees to advance up to 25% of the annual award each quarter to the Subrecipient.

3.3 DHHS agrees to adjust the fourth quarter payment to reflect actual expenditures submitted by the Subrecipient.

Article 4
INVOICING

4.1 **Invoicing.** The Subrecipient shall include a column in the Monthly Expenditure Report titled, "MPS".

4.2 In addition to the General Provisions of the Contract, the Subrecipient must submit the June invoice no later than July 15 of each year.

Article 5

OUTCOMES

- 5.1 **Outcome.** The desired outcome of this agreement is to maintain local public health infrastructure to perform essential public health services through exercising the powers outlined in 26A-1-114 to promote and protect the health and well-being of local communities.
- 5.2 **Performance measure.** Improved public health capacity in local communities.
- 5.3 **Reporting.** The Subrecipient shall submit the Minimum Performance Attestation Checklist to DHHS each year.



COMMISSION STAFF REPORT

MEETING DATE: July 7, 2026

ITEM TITLE, PRESENTER: Consideration and approval of a contract for the Used Oil Program between the Department of Environmental Quality's Division of Waste Management & Radiation Control and the San Juan County Health Department, presented by Mike Moulton, Public Health Interim Director

RECOMMENDATION: Approval

SUMMARY

The purpose of this contract is to provide funding for the goal of protecting public health and the environment from exposure to contamination caused by incidents or improper management of used oil.

The objectives are to:

- Inspect 100% of used oil collection centers (UOCCs) every six months and submit an inspection report with corresponding documentation (e.g., photos documenting compliance issues).
- Ensure used oil incidents (e.g., spills and complaints) and allegations are addressed in a timely and appropriate manner. Contact DWMRC/DEQ for any assistance needed.

HISTORY/PAST ACTION

Commission approval.

FISCAL IMPACT

The San Juan County Health Department will be paid a maximum of \$1,078.00 for costs outlined and authorized by this contract.



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This Contract is between the following agency of the State of Utah:
Department Name: Environmental Quality Agency Code: 480 Division Name: Waste Management & Radiation Control, referred to as the State Entity, and the following Contractor:

San Juan County Health Department
Name
735 South 200 West, Suite 2
Address
Blanding UT 84511
City State Zip

LEGAL STATUS OF CONTRACTOR
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person: Dennis Shumway Phone # 435-587-3838 Ext 3505 Email: dshumway@sanjuancountyut.gov
Vendor #06866HL Commodity Code # 92535

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this Contract is to provide: Contracted Used Oil Services as described in the attached documents.

3. PROCUREMENT: This Contract is entered into as a result of the Solicitation RQM# or RQS# _____, Solicitation# _____, Solicitation Type: _____.

4. CONTRACT PERIOD: Effective Date: 07/01/2026 Termination Date: 06/30/2027 unless terminated early or extended in accordance with the terms and conditions of this Contract. Renewal options (if any): _____.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$1,078.00 for costs authorized by this Contract. Prompt Payment Discount (if any): _____. Price Guarantee Period (if any): _____. Additional information regarding costs: _____.

6. ATTACHMENT A: State of Utah Intergovernmental Terms and Conditions for Goods and Services
ATTACHMENT B: Scope of Work
ATTACHMENT C:
ATTACHMENT D:

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract.
b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.

8. Each person signing this Contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal Contract binding on the parties and enforceable in accordance with its terms. Further, that Contractor is registered with the Utah Department of Commerce and is in good standing.
The parties sign and cause this Contract to be executed. This Contract is not fully executed until the State of Utah Approving Authorities have signed this Contract.

CONTRACTOR

STATE ENTITY

Contractor's signature Date

Agency's signature Date

Type or Print Name and Title

STATE OF UTAH APPROVING AUTHORITIES

Director, Division of Finance Date

<u>Carlee Christoffersen</u> Agency Contact Person	<u>385-499-0763</u> Telephone Number	<u>cchristoffersen@utah.gov</u> Email
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These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Both parties to this agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties,

as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these parties. Item 7.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section are limited to the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within a reasonable time of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED
19. **RESERVED.**
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public

document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related prior documents, or invoices. Item 7.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.
If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; or (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s). Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY DELETED
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity. Contractor shall have the right to publish, upon prior written approval of the State Entity which may not unreasonably be withheld, the results of the project.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Written Confidential Information shall be clearly marked as "confidential." If certain Confidential Information has not been reduced to written form at the time of disclosure by the State Entity, then such orally disclosed information shall be protected by the Contractor as Confidential Information, provided that the State Entity shall: (i) provide a statement to the Contractor that the oral information shall be protected under this Agreement; and (ii) within thirty (30) days of such disclosure, reduce to

writing a summary of the orally disclosed Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Item 7.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care. Item 7.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/11/2025)

Attachment B
San Juan Health Department
CONTRACTED WORK
FY2027
July 1, 2026 to June 30, 2027

Reporting

An Annual Report on Contracted Expenditures and Performance/Activities (due July 15, 2027).

Contracted Funding Sources

TOTAL: \$1,078

Contracted funding sources have restrictions and funding may solely be used for the purpose appropriated.

Payments will be made after DEQ receives an invoice for services provided and reviews the accompanying financial and activities report.

Restricted

Used Oil: \$1,078

The current used oil program process is based on the pilot program run in collaboration with Southeast and Central Health Departments in 2025. In this pilot program, an online form was developed to log the gallons of used oil collected by a used oil collection center (UOCC). This form can be accessed through a QR-code and the data automatically populates a Google sheet that is accessible by both the Local Health Department (LHD) and DWMRC. LHDs no longer need to collect and submit the UOCC paper logs and DWMRC has immediate access to this data which facilitates a smoother reimbursement process.

In addition to the QR-code collection logs, DWMRC developed a digital inspection report to streamline the submission and retrieval of UOCC inspection reports, eliminating the requirement for LHDs to submit paper copies of their inspection reports. The new digital inspection form became available in September 2025, with paper copies submitted as necessary.

For questions, contact Gabrielle Marinick at gmarinick@utah.gov or 385-499-0172.

Waste Management and Radiation Control: Used Oil			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil.	<p>Inspect 100% of UOCCs every six months and submit an inspection report with corresponding documentation (e.g., photos documenting compliance issues).</p> <ol style="list-style-type: none"> 1. Document inspections on UOCC Inspection Form (paper or digital) provided by DWMRC: <ol style="list-style-type: none"> a. Ensure all UOCC inspection forms are complete. Use “N/A” if not applicable. b. Annotate time spent to complete the inspection and travel time. c. Add comments, suggestions, or issues in the comment section. 2. As applicable, attach photo(s) to each UOCC inspection form to document conditions, noncompliance, and corrective actions implemented. 	<p>Use the most current list of UOCCs on DWMRC’s website. The goal percent of total UOCCs inspected is 100%.</p> <p>Complete UOCC inspection reports that include:</p> <ul style="list-style-type: none"> ● Inspection checklists. ● Labeled photographs of each UOCC tank storage area with compliance issues. <p>Documentation of any compliance issues and corrective actions are annotated in the comment section of the UOCC inspection form.</p> <p>All UOCC log sheets are available to DWMRC electronically.</p>	<p>Semi-annually with the UOCC inspection reports submit to DWMRC:</p> <ul style="list-style-type: none"> ● No later than January 31 (for July – December activity). ● No later than July 15 (for January – June activity).

Waste Management and Radiation Control: Used Oil

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil.</p>	<p>Ensure used oil incidents (e.g., spills and complaints) and allegations are addressed in a timely and appropriate manner. Contact DWMRC/DEQ for any assistance needed.</p> <ul style="list-style-type: none"> ● Submit a written description of the incident, including follow-up procedures and resolutions. ● For incidents that are resolved promptly, documentation should be submitted as soon as possible (e.g., within a couple of days). ● For incidents that require follow-up, documentation should be submitted periodically until the incident is resolved. 	<p>The number of used oil incidents and allegations addressed.</p>	<p>Annually, in conjunction with the End of Year Report.</p>
<p>Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil.</p>	<p>Perform public outreach promoting used oil recycling to groups such as the Chamber of Commerce, high school automotive shops, fairs, official boards, and other relevant organizations.</p> <p>Used oil staff review or participate in applicable training as available through DWMRC.</p>	<p>Type of used oil public outreach performed and estimated reach.</p> <p>Brief description of training received.</p>	<p>Annually, in conjunction with the End of Year Report.</p> <p>Annually, in conjunction with the End of Year Report.</p>



Clerk/Auditor
 Lyman W. Duncan
lduncan@sanjuancounty.org

July 7, 2026

Commissioners,

The Certified County Tax Rates are required to be approved for 2026. The Utah State Tax Commission uses a combination of the Real Property Value, Centrally Assessed Value, and Personal Property Value to help determine the **Certified Property Tax Rate & Values** for the county. When determining the certified tax rates, the Utah State Tax Commission attempts to determine a rate that will provide the county with roughly the same amount of revenue each year. When the values go up, the rates go down and vice versa.

Since a rate above the certified tax rate can **NOT** be used without going through a process called Truth in Taxation.

The Utah State Tax Commission has provided the county with their recommended certified tax rates for the different entities within the county which receive tax revenue. Listed below are the Funds and Rates for the County:

<u>County Funds</u>	<u>2025 Certified Tax Rate</u>	<u>2026 Certified Tax Rate</u>
General Fund	0.001757	0.001907
Library	0.000355	0.000385
Tort Liability	0.000059	0.000064
Public Health	0.000121	0.000131
Multicounty Assess	0.000014	0.000014
County Assessing	<u>0.000360</u>	<u>0.000390</u>
	0.002666	0.002891
 <u>School Funds</u>		
San Juan Schools	0.005809	0.006372
Grand County Schools	0.005713	0.005622
Blanding City	0.001324	0.001319
Monticello City	0.001774	0.001793
Bluff	0.000543	0.000531
Monticello Cemetery	0.000175	0.000208
Blanding Cemetery	0.000213	0.000219
SJ Water Conservancy Levy	0.000099	0.000107
SJ Water Conservancy Bond	0.000443	0.000045
San Juan Hospital	0.000693	0.000752
	<u>0.010434</u>	<u>0.010065</u>
	0.015698	0.015039



Clerk/Auditor
 Lyman W. Duncan
lduncan@sanjuancounty.org

Real & Personal Property growth values increased by \$4,776,155 & \$7,954,355 while centrally assessed fell by \$12,271,536 for a total increase of **\$458,974**, hence, the certified rate decreased by .000659.

	<u>2025 Tax Valuations</u>	<u>2026 Tax Valuations</u>	
Real Property	\$927,210,805	\$931,986,960	
Centrally Assessed	\$330,795,920	\$318,524,384	
Personal Property	<u>\$105,760,270</u>	<u>\$113,714,625</u>	
Overall Property Values	\$1,363,766,995	\$1,364,225,969	\$458,974

Given the Property Tax Rate Value and the Certified Tax Rates listed above, the estimated revenue to the county is detailed below.

	<u>2025 Revenue</u>	<u>2026 Estimated Revenue</u>	
General Fund	\$2,269,170	\$ 2,341,634	
Library	\$ 458,483	\$ 472,747	
Tort Liability	\$ 76,199	\$ 78,587	
Public Health	\$ 156,272	\$ 160,857	
Multicounty Assess.	\$ 18,204	\$ 17,310	
County Assessing	<u>\$ 467,888</u>	<u>\$ 482,040</u>	
	\$ 3,446,216	\$ 3,553,175	\$106,958

This year the certified tax rate is higher than the 2025 rate because the overall property values in the county increased from last year.

Recommendation

It is my recommendation that you **approve** the 2026 Certified Tax Rates as suggested by the Utah State Tax Commission.

Utah State Tax Commission - Property Tax Division Resolution Adopting Final Tax Rates and Budgets	Form PT-800 Rev. 02/15
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County: **SAN JUAN**

Tax Year: **2026**

It is hereby resolved that the governing body of:

SAN JUAN

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
10 General Operations	2,341,634	0.001907
30 Library	472,747	0.000385
50 Tort Liability	78,587	0.000064
540 Health	160,857	0.000131
	\$3,053,825	0.002487

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

Signature of Governing Chair

Signature: _____ Date: _____

Title: _____

Utah State Tax Commission - Property Tax Division Resolution Adopting Final Tax Rates and Budgets	Form PT-800 Rev. 02/15
--	----------------------------------

County: **SAN JUAN**

Tax Year: **2026**

It is hereby resolved that the governing body of:

MULTICOUNTY ASSESSING & COLLECTING LEVY

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
950 Multicounty Assessing & Collecting	17,310	0.000014
	\$17,310	0.000014

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

Signature of Governing Chair

Signature: _____ Date: _____

Title: _____

Utah State Tax Commission - Property Tax Division Resolution Adopting Final Tax Rates and Budgets	Form PT-800 Rev. 02/15
--	----------------------------------

County: **SAN JUAN**

Tax Year: **2026**

It is hereby resolved that the governing body of:

COUNTY ASSESSING & COLLECTING LEVY

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
955 County Assessing & Collecting	482,040	0.000390
	\$482,040	0.000390

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

Signature of Governing Chair

Signature: _____ Date: _____

Title: _____

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE SAN JUAN COUNTY, UTAH BOARD OF COMMISSIONERS CONFIRMING THAT SAN JUAN COUNTY WILL NOT SEEK TO IMPOSE A COUNTY OPTION RECREATION, ARTS, PARKS, ZOO, BOTANICAL, CULTURAL, RECREATIONAL, OR ZOOLOGICAL ORGANIZATIONS OR FACILITIES SALES AND USE TAX

WHEREAS, the San Juan County Board of Commissioners is the legislative body and governing authority of San Juan County, Utah; and

WHEREAS, Utah law authorizes counties, subject to applicable statutory requirements, to seek voter approval for a county option local sales and use tax for botanical, cultural, recreational, and zoological organizations or facilities, commonly referred to as a RAP, ZAP, or similar tax; and

WHEREAS, the Board of Commissioners has considered the question of whether San Juan County should seek to impose such a county option tax within the County; and

WHEREAS, the Board of Commissioners desires to state clearly, for the benefit of County residents, municipalities, taxing authorities, and other interested parties, that San Juan County does not intend to submit to the voters or otherwise seek authorization to impose a countywide RAP/ZAP tax at this time; and

WHEREAS, this resolution is intended to confirm the present position and intent of the Board of Commissioners and to provide notice that San Juan County will not pursue imposition of a countywide RAP/ZAP tax unless and until the Board takes further formal action in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SAN JUAN COUNTY, UTAH, AS FOLLOWS:

Section 1. Confirmation of Intent. The Board of Commissioners hereby confirms that San Juan County will not seek to impose a county option sales and use tax for botanical, cultural, recreational, or zoological organizations or facilities, including any tax commonly referred to as a RAP, ZAP, or similar tax, at this time.

Section 2. No Ballot Submission or Countywide Imposition. The Board of Commissioners will not submit an opinion question, ballot proposition, ordinance, or other measure seeking voter approval or authorization for a countywide RAP/ZAP tax unless the Board first adopts a subsequent resolution or other formal action expressly authorizing such a proposal in accordance with applicable law.

Section 3. No Restriction on Future Lawful Action. Nothing in this resolution limits the authority of a future Board of Commissioners to consider, notice, or act upon any matter permitted by Utah law; however, absent such future formal action, San Juan County shall not seek to impose a countywide RAP/ZAP tax.

Section 4. Effective Date. This resolution shall take effect immediately upon passage and adoption.

APPROVED AND ADOPTED by the Board of Commissioners of San Juan County, Utah, this ____ day of _____, 2026.

**SAN JUAN COUNTY, UTAH
BOARD OF COMMISSIONERS**

By: _____
Chair, San Juan County Board of Commissioners

ATTEST:

San Juan County Clerk/Auditor